



Product Disclosure Statements

for
Saving Accounts
Term Deposits
Non-Cash Payment Products
Electronic Access Products

www.tcu.com.au
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Product Disclosure Statement

Terms and Conditions

The following information outlines what you need to know when operating and accessing TCU products and services.

TCU complies with the requirements of the National Privacy Principles, Credit Union Code of Conduct and the Electronic Funds Transfer (EFT) Code of Conduct.

Traditional Credit Union Limited

ABN: 50 087 650 922

AFS Licence No: 244255

Savings Accounts

This PDS provides information about Traditional Credit Union's Savings Accounts to assist you to make an informed decision about these types of accounts. This PDS is part of a PDS for Savings Accounts. The other documents that make up the PDS for these products are:

- Terms & Conditions of TCU Products & Services
- Interest, Fees and Charges Brochure
- Personal Banking Brochure

Important Information

Please read this PDS carefully. Always retain a copy of this PDS and related documents for future reference. Relevant provisions of the Mutual Banking Code

Account Type	Minimum Balance	Interest Calculation
S1 Savings Account S2 Budget Account S6 Student Account	NIL NIL NIL	Calculated on minimum daily balance and paid yearly on 30 June
S3 Christmas Club Account	NIL	Calculated on minimum daily balance and paid yearly on 31 October. Tiered Interest Rates.
S4 Family/Clan Account	10.00	Calculated on minimum daily balance and paid yearly on 30 June
S5 30 Day At Call Account	NIL	Calculated on minimum daily balance and paid quarterly on last day of March, June, September, December. Tiered interest rates.
Business Account Low usage Medium Usage High Usage	NIL	Calculated on minimum daily balance and paid monthly. Tiered interest rates.
Products no longer available for sale: S28 Council Account S29 Community Account S30 Business Account	NIL	Calculated on minimum daily balance and paid monthly. Tiered interest rates.

Practice may apply and, where applicable, are implemented in the Terms & Conditions of TCU Products & Services.

Savings Accounts

Features, Benefits, Risks and Costs

The following table illustrates features, benefits, risks and costs for each of our savings products.

Product	Features	Benefits
S1—Savings account	Day to day transaction account	<ul style="list-style-type: none"> • Can be used for direct credit of Pay or Pension • ATM/EFT facilities available on this account • Cash or Cheque withdrawals can be made at any branch • Phone banking access
S2 - Budget Account	Special Savings account • Higher interest rate than day to day account	Can be used to save deposit for a loan
S3 - Christmas Club Account	Savings account that allows you to save for Christmas	<ul style="list-style-type: none"> • No minimum balance is required • No notice of withdrawal required
S6 - Student Account	Day to day transaction account designed for student aged between 13 and 17years	<ul style="list-style-type: none"> • Can be used for direct credit of study benefit • ATM/EFT facilities available on this account • Cash or Cheque withdrawals can be made at any branch • Phone banking access
S4—Family/ Clan Account	Day to Day transactions Savings account that can have multiple signatories	Can be used for direct credit of payments to a whole family/clan group. Cash or cheque withdrawals can be made at any branch.
S5 - 30 Day at Call Account	Savings account which is at call after 30 days	<ul style="list-style-type: none"> • Higher interest rate than day to day account • No notice of withdrawal required after 30 days
Business Low Usage	For businesses with low monthly numbers of transaction	No notice of withdrawal required
Business Medium Usage	For businesses with medium monthly numbers of transaction	
Business High Usage	For businesses with high monthly numbers of transaction	
Business Management Account	For businesses with a significant amount of deposit funds	

Risks	Costs
There are no significant risks associated with this product	Fees are charged in accordance with the Interest, Fees & Charges Brochure
There are no significant risks associated with this product	
You can only withdraw between 1st December and 31st January each year or a penalty applies to the interest rate	
There are no significant risks associated with this product	
There are no significant risks associated with this product	
Must leave money in this account for at least 30 days before you can withdraw or a penalty applies to the interest rate Minimum balance of \$500 required to be left in account	
There are no significant risks associated with these products	

Savings Accounts

Products no longer available for sale:

Product	Features	Benefits
S28—Council Account	For council's day to day transactions	No notice of withdrawal required
S29—Community Group account	For community groups day to day transactions	
S30—Business account	For businesses day to day transactions	

Terms and Conditions

Refer to the Terms & Conditions of TCU Products & Services at the back of this brochure

Commission

There are no commissions or other payments which may impact on the amount of your return.

Taxation Implications

As interest is considered to be income, tax may be payable on any interest earned on funds deposited in this type of account. Quotation of your Tax File Number (TFN) is not compulsory, but if you do not quote your TFN or TFN exemption to us, tax may need to be taken out of your interest. This amount would be calculated at the highest marginal tax rate plus Medicare Levy and sent by us to the Australian Tax Office on a monthly basis. We will preserve the confidentiality of your TFN which can be recorded for all your accounts, in accordance with the Privacy Act.

Savings Accounts

Risks	Costs
There are no significant risks associated with this product	Fees are charged in accordance with the Interest, Fees & Charges Brochure
There are no significant risks associated with this product	
There are no significant risks associated with this product	

Term Deposits

Term Deposit Accounts PDS

This PDS provides information about Traditional Credit Union's Term Deposit Accounts. This PDS provides information to assist you to make an informed decision about this type of account. This PDS is part of a PDS for Term Deposit Accounts. The other documents that make up the PDS for this product are:

- Terms & Conditions of TCU Products & Services
- Interest, Fees and Charges Brochure

Important Information

Please read this PDS carefully. Always retain a copy of this PDS and related documents for future reference. Relevant provisions of the Mutual Banking Code of Practice may apply to this product and, where applicable, are implemented in the Terms & Conditions of TCU Products & Services.

Account Types	Min Balance	Interest Calculation
130-30 Day Term	\$50,000.00	Calculated daily paid at maturity
160-60 Day Term	\$50,000.00	
13-3 Month Term	\$500.00	
16-6 Month Term	\$500.00	
112-12 Month Term	\$500.00	
24-24 Month Term	\$500.00	

Terms and Conditions

Refer to the Terms & Conditions of TCU Products & Services for details of terms and conditions of Term Deposit Accounts.

Benefit and Feature

These types of accounts offer benefits including:

- You lodge an amount of money at a predetermined rate of interest for a fixed period of time
- You may select any period between the minimum and maximum periods referred to in the Interest Fees and Charges Brochure
- Interest is paid at a higher rate than our savings accounts

Term Deposits

Interest

Interest is calculated daily and paid as selected by you at the time of lodgement. Refer to the Interest, Fees and Charges Brochure.

Costs

Fees and charges are set out in the Interest, Fees and Charges Brochure.

Commission

There are no commissions or other payments which may impact on the amount of your return.

Risks

There is no significant risk to capital or return on credit union fixed rate products. Funds are invested for a fixed period and for a fixed interest rate, so the return is not increased if other interest rates are increased. Should you require to withdraw your funds early 7 days notice in writing is to be given and an interest penalty will be applied. The interest penalty will be at the interest rate applicable to a S1-Savings Account.

Taxation Implications

As interest is considered to be income, tax may be payable on any interest earned on funds deposited in this type of account. Quotation of your Tax File Number (TFN) is not compulsory, but if you do not quote your TFN or TFN exemption to us, tax may need to be taken out of your interest. This amount would be calculated at the highest marginal tax rate plus Medicare Levy and sent by us to the Australian Tax Office on a monthly basis.

We will preserve the confidentiality of your TFN which can be recorded for all our accounts, in accordance with the Privacy Act.

Non Cash Payment Products

Non Cash Payment Products

This PDS provides information about Traditional Credit Union's Non Cash Payment Products. This PDS provides information to assist you to make an informed decision about whether you wish to utilise any of these products. We have other non-cash payment products which are detailed in a separate Product Disclosure Statement. This PDS is part of a PDS for Non Cash Payment Products. The other documents that make up the PDS for these products are:

Product	Other documents that make up this PDS
Member Chequing Direct Debits Direct Credits Periodical payments	Interest, Fees and Charges Brochure Terms & Conditions of TCU Products & Services (at the back of this brochure)
CUECARD	Interest, Fees and Charges Brochure Terms & Conditions of TCU Products & Services (at the back of this brochure)
VISA Debit Card	Interest, Fees and Charges Brochure Terms & Conditions of TCU Products & Services (at the back of this brochure)

Important Information

Please read this PDS carefully. Always retain a copy of this PDS and related documents for future reference. Relevant provisions of the Credit Union Code of Practice may apply to these products.

Non Cash Payment Products

Product Description

This PDS provides information about the following Non Cash Payment Products offered by Traditional Credit Union:

- Member Chequing
- Direct Debits
- Direct Credits
- Periodical Payments
- VISA Debit Card
- CUECARD

Benefits, Features, Risk & Costs

The table set out later in this PDS illustrates the significant features, benefits, risks and costs associated with each of the Non Cash Payment Products.

Commission

There are no commissions or other payments which may impact on the amount of your return.

Taxation Implications

There are no taxation implications associated with the use of Non Cash Payment Products.

Non Cash Payment Products

Product	Features	Benefits
Member Chequing	Cheque writing provided to approved members over the age of 18	Convenient access to your funds to pay for products and services without attending a branch Allows payment to third parties without the need to carry cash
Direct Debit	Cost effective and convenient way to send regular payments to other institutions electronically Authority is lodged with, and held at, initiating company	Members can nominate the account for payment to be debited Set and forget
Direct Credit	Convenient and fast way to deposit funds electronically Simply quote the credit union's BSB number and your member number to direct funds into your account	Immediate access to funds Credit can be split amongst accounts Widely accepted by employers
Periodical Payments	Convenient way to make regular payments within the credit union or to a third party account	Available from most savings accounts Making a regular periodical payment would mean no need to arrange individual transfers each time No need to attend the third party or at one of our branches
CUECARD	Debit Card that allows access to your linked account. Your CUECARD enables you to: Make purchases via EFTPOS at retail outlets Withdraw cash from all ATM's in Australia	Flexibility and convenience Eliminates the need to carry cash Can access a credit facility attached to your linked account Widely accepted in Australia
VISA Debit Card	Debit Card that allows access to your linked account. Your VISA Debit enables you to: Make purchases via EFTPOS at retail outlets Withdraw cash from all ATM's in Australia, make purchases via VISA	Flexibility and convenience Eliminates the need to carry cash Can make purchases over the phone or internet via VISA

Risks	Costs
<p>Lack of funds in your account may result in the cheque being dishonoured If not properly safeguarded cheques may be the subject of unauthorised use or alteration for which you may be liable Some suppliers do not accept personal cheques as a form of payment</p>	<p>A dishonour fee applies if insufficient funds are available to meet the payment Fees are charged in accordance with the Interest, Fees & Charges Brochure</p>
<p>Any refund of funds debited will need to be organised through the third party unless an error by us Whilst we take all precautions with respect to direct debits, the security of electronic funds transfers can never be guaranteed You will need to ensure that you have sufficient funds in your account with us to make the payment</p>	<p>No establishment fee No ongoing fees Fees may apply if payment is dishonoured or if payment is paid by credit union against insufficient or uncleared funds Refer Interest, Fees and Charges Brochure</p>
<p>If you wish to cease the direct credit, you can only do so through the third party</p>	<p>No establishment fee Fees are charged in accordance with the Interest, Fees & Charges Brochure</p>
<p>You will need to ensure that you have sufficient funds in your account with us to make the payment/transfer</p>	<p>No establishment fee Processing fee Refer to Interest Fees and Charges Brochure</p>
<p>You must protect your CUECARD at all times. Unless the proper precautions are taken, there are risks that your CUECARD may be lost, stolen or used without your permission. You may be liable for unauthorised use of your CUECARD – refer to the Conditions of Use brochure. The brochure also contains Guidelines for ensuring the safety of your Card and PIN.</p>	<p>No application Fee No ongoing or annual fee Transaction Fees may apply Replacement Fee may apply Refer Interest, Fees and Charges Brochure</p>
<p>You must protect your VISA Debit Card at all times. Unless the proper precautions are taken, there are risks that your VISA Debit Card may be lost, stolen or used without your permission. You may be liable for unauthorised use of your VISA Debit card – refer to the Conditions of Use brochure. The brochure also contains Guidelines for ensuring the safety of your Card and PIN.</p>	<p>No application Fee No ongoing or annual fee Transaction Fees may apply Replacement Fee may apply Refer Interest, Fees and Charges Brochure</p>

Electronic Access

Electronic Access PDS

This PDS provides information about Traditional Credit Union's Electronic Access Products. This PDS provides information to assist you to make an informed decision about whether you wish to utilise any of these products. We have other non-cash payment products which are detailed in a separate Product Disclosure Statement.

This PDS is part of a PDS for Electronic Access Products. The other documents that make up the PDS for these products are:

- Terms & Conditions of TCU Products & Services
- Interest, Fees and Charges Brochure

Important Information

Please read this PDS carefully. Always retain a copy of this PDS and related documents for future reference. Relevant provisions of the Mutual Banking Code of Practice may apply to these products.

Product Description

This PDS provides information about the following Electronic Access Products offered by Traditional Credit Union:

- BPAY
- Internet Banking
- Telephone Banking.

Electronic Access

Benefits, Features, Risks and Costs

The table set out later in this PDS illustrates the significant features, benefits, risks and costs associated with each of the Electronic Access Products.

Commission

When you use BPAY, we receive the following commissions:

- A commission of 0.80% of the dollar value of each transaction.
- A commission of between \$0.49 to \$0.55, depending on the account used.

These commissions are paid by the biller institution.

Taxation Implications

There are no taxation implications associated with the use of Electronic Access Products.

Electronic Access

Product	Features	Benefits
BPAY	<p>BPAY is an electronic bill paying system available via Internet Banking, Telephone Banking or over the counter at any branch of TCU</p> <p>To access BPAY you will need to register with the credit union for access to either Telephone Banking or Internet Banking</p> <p>BPAY payments will be processed on the same day provided the transaction is completed by the applicable cut off time. Otherwise the payment will be processed the next working day</p> <p>Pay several bills with the one phone call or one visit to Internet Banking</p> <p>You can future date payments up to 60 days in advance</p>	<p>Available 24 hours a day, 7 days a week</p> <p>Eliminates payment by cheque or in person</p> <p>flexibility and Convenience</p>
Internet Banking	<p>Entry is via the credit union's website with one simple click</p> <p>Services available are:</p> <ul style="list-style-type: none"> √ Check account balances √ BPAY your bills √ Display and download your account transactions √ Transfer funds between your own accounts √ Transfer funds to another membership √ Transfer funds to another financial institution √ Display interest earned √ Change your access code 	<p>Available 24 hours a day, 7 days a week</p> <p>High security standards</p> <p>Password protected</p> <p>Allows greater flexibility to manage finances</p> <p>Inactive log off</p> <p>Access from home or Work</p>
Phone Banking	<p>Provides phone access to your accounts</p> <p>Services available are:</p> <ul style="list-style-type: none"> √ Check account balances √ BPAY your bills √ Transfer funds between your own accounts √ Access interest earned √ Change your access code 	<p>Available 24 hours a day, 7 days a week</p> <p>High security standards</p> <p>Access Code protected</p> <p>Allows greater flexibility to manage finances</p>

Risks	Costs
<p>There are no significant Risks associated with this service</p>	<p>Access to BPAY is free No establishment fees No ongoing fees No transaction fees</p>
<p>Not available if you have no access to internet Access code is to be protected from misuse by third parties</p>	<p>Access is free Your ISP (internet service provider) may charge fees.</p>
<p>Not available if you have no access to a touchtone telephone Access code is to be protected from misuse by third parties</p>	<p>Access is free Your telephone provider may charge you fees.</p>

Electronic Access

Electronic Access

Electronic Funds Transfer Code of Conduct and TCU's Electronic Transactions Conditions of use.

(commencing 1 April 2002)

The Electronic Funds Transfer Code ("the Code") provides increased protection to customers conducting electronic transactions. TCU adopts "the Code" and outlines below the conditions to the use of our electronic transaction services. It is important that you read these conditions of use before you conduct an electronic transaction. Please keep this booklet for future reference.

These conditions of use set out your rights and obligations concerning certain electronic transactions, examples of the types of transactions these conditions of use apply to include:

- (a) the withdrawal of cash from your account from an ATM or other terminal using a card and PIN Code;
- (b) the purchase of goods or services from a merchant by using your card and PIN Code at an EFTPOS terminal;
- (c) the purchase of goods or service from a merchant by providing account details to a merchant (or to any other party to whom payment is to be made), either directly or via a third party over the phone or online;
- (d) the transfer of funds from an account by giving verbal instructions to a TCU officer (where permitted); and
- (e) the transfer of funds to or from your account through a web site connected with TCU's system.

RELATED DOCUMENTS AND AGREEMENTS

These Conditions of Use are in addition to any other Terms of Conditions governing electronic transactions that TCU has agreed with you.

1. Definitions

The following definitions apply to these Conditions of Use:

"account" means any TCU account from or to which TCU agrees you may conduct an electronic transaction.

"account holder" means the person in whose name the account has been opened and who is responsible for all transactions on the account. Where the account has more than one account holder then each account holder is jointly and severally responsible for the use of the account.

"access method" means:

- (a) a method authorised by TCU for use by an account holder or an authorised user and accepted by TCU as authority for TCU to act on an instruction given through electronic equipment to debit or credit an account; and
- (b) comprises the use of one or more components including devices, identifiers, codes or a combination of these; and
- (c) does not include a method requiring the user's manual signature where the comparison of the appearances of it with a written specimen signature is the principal intended means of authenticating a user's authority to give the instruction.

Electronic Access

“authorised user” means a person who is authorised by TCU and by the account holder to perform electronic transactions on an account.

“card” means a card issued to you by TCU, which can be used to operate an account using electronic equipment.

“card” means a card issued to you by TCU, which can be used to operate an account using electronic equipment.

“device” means a physical device used with electronic equipment to access an account and conduct an electronic transaction, for example a card or biometric reader.

“EFT code of conduct” means the electronic funds transfer code of conduct published by the Australian Securities and Investments Commission on 1 April 2001.

“EFT Code Institutions Equipment” means any electronic equipment controlled or provided by or on behalf of an account institution and any electronic system, communications system or software controlled by or on behalf of an account institution to facilitate electronic transactions

“electronic equipment” means any electronic terminal, computer, television, telephone or similar equipment authorised by TCU including:

- (a) authorised ATM's of financial institutions;
- (b) authorised electronic funds transfer at point of sale (EFTPOS) terminals;
- (c) any other authorised electronic equipment or device connected to TCU's electronic banking system from time to time.

“electronic communication” means the provision of information by:

- (a) email to the electronic address you nominate,
- (b) making the information available at www.tcu.com.au for retrieval by you (if TCU does this, TCU will notify you that information is available for retrieval);
- (c) or any other means permitted by the EFT code of conduct.

“electronic funds transfer (EFT)” means a transfer of value to or from an account (regardless of whether the account has a debit or credit balance before or after the transfer of value).

“electronic service” means TCU Phone Banking, TCU Internet Banking or any other similar electronic service through which electronic transactions can be made and which:

- (a) has its own terms and conditions relating to electronic transactions; and
- (b) TCU may provide from time to time.

“electronic transaction” means an Electronic Funds Transfer (EFT) initiated by you by giving TCU instructions through electronic equipment and using any access method (either directly or indirectly) to debit or credit an account and includes, for example:

- (a) withdrawing cash from your account from an ATM;
- (b) purchasing goods or service from a merchant by using your card and PIN code at an EFTPOS terminal;
- (c) purchasing goods or services from a merchant by providing account details to a merchant (or other party to whom the payment is to be made) either directly or via a third party over the phone or on-line;
- (d) transferring funds from an account by giving verbal instructions to a TCU staff member where permitted); and
- (e) transferring funds to or from your account through a website connected to TCU's system.

“merchant” means a provider of goods or services who allows you to pay for goods or services by performing an electronic transaction.

“password” means information you use with your username or device (for example, a card) to enable you to access an account using electronic equipment including:

- (a) a PIN code in relation to a debit card;
- (b) a security code; and
- (c) access code.

“PIN code” means personal information that is, the code of numbers or letters known only by you that you use with your card through electronic equipment.

“TCU” means Traditional Credit Union Limited ABN 50 087 650 922 and its successors and assigns.

“username” means each name, TCU or third party issues to you or allows you to choose for use with your password or a device (or both) to enable you to access an account using electronic equipment and includes:

- (a) a customer registration number;
- (b) a customer identification;
- (c) an account number or password; or
- (d) a log on name and;

“you” means the account holder and each authorised user. (“your” has a corresponding meaning)

“we, our, us” means TCU.

2. Other Agreements

To the extent that there is any inconsistency between these Conditions of Use and any previous agreement between you and TCU relating to an electronic transaction, these Conditions of Use will apply. Upon using an electronic process after receiving these Conditions of Use you will be taken to have agreed to these Conditions of Use.

3. Warranty that EFT Code of Conduct applies to TCU

TCU warrants that it will comply with the requirements of the EFT Code of Conduct where those requirements are relevant to your dealings with TCU.

4. Electronic Access Method

The access methods open to you in relation to an account you have with TCU will be explained in the Terms and Conditions applying to that account when it is opened or as changed from time to time.

5. Control of transactional limits

TCU may limit the amount of funds you can access from an account when performing an electronic transaction. There may be:

- (a) a limitation on the funds you can deposit, transfer or withdraw through an electronic transaction by;
 1. a maximum or minimum value of funds
 2. the type of services you may purchase
 3. the number of electronic transactions you may perform in a specified period.
- (b) a limitation depending upon the type of account and access method used to perform the electronic transaction;
- (c) additional restrictions from other financial institutions, merchants or other third parties.
- (d) the other terms of your account with TCU where they are expressed to prevail over these Conditions of Use.
- (e) alterations to each of the above limitations from time to time.

6. TCU will provide you with an access method

TCU will tell the account holder when your account, card, user name, or other device will be issued to you. You must not use your birth date, or an alphabetical code which is a recognised part of your name as a password. In the event that you do, the account holder may be liable for loss arising from an unauthorized transaction (see below).

7. Security of access method

You must keep all aspects of your access method secure. In particular you must keep your password, usernames, cards (if any) and any other device which allows you to access your account using electronic equipment, safe from loss, theft or use by another person without your knowledge or consent.

This includes:

- (a) permitting any other person to use your access method;
- (b) disclosing your passwords to any other person;
- (c) allowing someone to see you entering, or overhearing your password using electronic equipment; or
- (d) recording your password in or on your device or on any article carried with or placed near your device that is liable to loss, theft or abuse at the same time (providing your passwords is not reasonably disguised). Failure to keep all aspects of your access method secure may increase the account holder's liability for any related unauthorised use of the access method, device, username or password (see below).

8. Loss or theft access method

You must report to TCU immediately if you become aware that your card, username, password, password record or any other device or one or more of them has or may have been stolen or lost or where you know that:

- (a) your password or password record has or may have become known to another person;
- (b) your card, password, password record or another device (if more than one each of them) has or may have been used by another person;
- (c) your username has or may have been used by a person other than TCU or a third party who issued the username to you; or
- (d) your card, username, password, password record or any other device (or more than one of them) has or may have been lost or stolen.

Your report must be made to TCU by visiting one of our branches or by telephoning TCU to make the report. TCU will provide you with some form of receipt of your report, which you should retain as evidence as to the time and date of your report. If you were issued with an access method, you should also notify the third party.

If TCU's facilities are not available for you to make the report TCU will be liable for all losses occurring as a result of your inability to notify us of the loss, theft or misuse, provided that you notify us within a reasonable time of TCU's facilities for notification become available again.

Where either your password has become known to another person or may have been used by another person you must not continue to use the password and change that password as soon as possible. If your username may have become known to another person or may have been used by another person other than TCU or the third party that issued that username to you, you must stop using that username and change it as soon as possible.

9. Cards

9.1 Card Validity & Expiry

You must sign your card immediately when received from TCU. You must not use the card either before the commencement date or after the expiry date identified on the card. As soon as the card expires you must destroy the card. The card remains from the time of issue the property of TCU.

9.2 Loss or Theft of Card

Once you report to TCU that a card is lost or stolen we will cancel the card. Once reported to us you must not use the card. If you relocate the card you must destroy it as soon as possible. You can report your lost or stolen card by telephoning the Card 24 Hour Emergency Hot Line. 1800 621 199.

9.3 Cancelling a Card

This may occur by:

1. TCU cancelling the card. We reserve our rights to close any card account at any time without notice to the account holder where:

- a. We believe use of the card or card account may cause loss to the account holder or TCU;
- b. The account holder stops using the account (becomes dormant);
- c. All accounts to which the card had access have been closed;
- d. The account has been overdrawn. (Note that waiver of this action by TCU on one occasion doesn't enable you to rely upon it subsequently.)

2. The account holder may cancel a card at any time by:

- a. Destroying the card by cutting it diagonally in half and returning it to TCU;
- b. Contacting TCU and requesting that the card be cancelled.

Once a card has been cancelled either by TCU or the cardholder it must not be used. The cardholder must agree to cut the card diagonally in half and return the broken card to TCU. The account holder will remain responsible for the card until the broken card is returned to TCU. The cardholder remains liable to make payments in accordance with the terms of that account.

10. Operating electronic equipment

10.1 Access Method

TCU will make all reasonable efforts to enable you to operate your account through the electronic equipment that you and TCU have agreed that you may have access to. TCU may withdraw your access to accounts by means of that electronic equipment without telling you if:

- (a) the electronic equipment malfunctions or is otherwise unavailable for use;
- (b) a merchant refuses to accept your card;
- (c) any one of the accounts is overdrawn or will become overdrawn or is otherwise considered out of order by TCU;
- (d) TCU believes that your access to accounts through electronic equipment may cause loss to the account holder or TCU;
- (e) TCU believes that the security of your TCU access method or TCU's systems may have been compromised; or
- (f) otherwise in accordance with Terms and Conditions applicable to the account unless this is prohibited by law. TCU may at anytime change the types of accounts that may be operated or the types of electronic transactions that may be made using particular elec-

tronic equipment.

10.2 Operation of Electronic Equipment

The instructions you enter into electronic equipment is taken as authority from the account holder for TCU to act on those instructions. An electronic transaction made by you cannot be cancelled, altered or changed by you unless specifically allowed by the terms provided under a specific electronic service.

If you make a cash withdrawal from an account by making an electronic transaction and there is a difference between the amount of cash dispensed by the electronic equipment and the amount shown on the receipt, you must report this to TCU and the merchant where the electronic equipment is located as soon as possible. You may make your report by calling or visiting TCU at any one of our branches.

11. Conditions of use

If you make a deposit of funds to an account by performing an electronic transaction and there is a difference between the amount recorded by the electronic equipment used to make the electronic transaction as having been deposited and the amount TCU receives, the account holder will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the account. TCU accepts responsibility for the security of deposits received by TCU at any of TCU's electronic equipment from the time the transaction at the electronic equipment is completed, subject to verification of the amount deposited. TCU is not liable for the refusal of any merchant to accept any electronic transaction and to the extent permitted by law, are not responsible for the goods and services supplied by a merchant. Any complaints concerning those purchase of goods and services must first be delivered to the merchant. You accept that electronic transactions may be subject to other limitations imposed by a merchant, any relevant financial institution or other third party, including restrictions on any type of electronic transactions that can be carried out using that merchant's electronic equipment. Not all electronic equipment from which cash can be withdrawn will always contain cash. Any cash dispensed by electronic equipment is at your risk once it becomes visible or available for you to collect.

Not all electronic equipment will allow you to make deposits either by Electronic Funds Transfer or by depositing cash or cheque. Subject to the EFT Code of Conduct and TCU's other legal obligations, TCU may from time to time disclose to other persons information about your TCU access method where that disclosure is necessary for the administration and security of TCU's systems or the account or as otherwise permitted or required by law.

11.1 Transaction Records

When you complete an electronic transaction through electronic equipment you will receive a printed receipt unless: the transaction is conducted by voice command; or you specify that you do not require a receipt. If you make a BPAY transaction over the internet, while the receipt will be issued when you complete the transaction, you may not receive it until after the transaction.

Where the electronic transaction is conducted by voice command, for example using TCU phone banking or you give instructions to a TCU officer at a branch, TCU will give you receipt information, including a receipt number and confirmation of the details of the transaction, by voice communication at the time of the electronic transaction unless you specify that you do not want to receive such receipt information. It is important you keep all receipts and receipt information for your records and check them against the information contained in your statements of account.

12. Statement of accounts

TCU will send statements of account to the account holder at least every six months, or in accordance with the terms applicable to that account and any relevant legislation. If there are errors or possible unauthorised transactions shown on the statement of account, the account holder must report this to TCU as soon as possible.

13. Liabilities for an authorised transaction

Electronic transactions that are performed without your consent or authority are for the purposes of these Conditions of Use called 'unauthorised transactions'. The security of the access method may be compromised for example if a device is stolen or lost the access method may be used to make unauthorised transactions on your account.

14. Authorised transactions

The account holder is responsible for electronic transactions carried out by you or anyone else with your knowledge and consent.

15. Unauthorised transactions**15.1 When TCU is liable**

TCU will be liable for losses incurred by the account holder that:

- (a) are caused by the fraudulent or negligent conduct of TCU employees, agents, or other associates, merchants or other agents involved in networking arrangements, their agents or their employees;
- (b) caused by any forged, faulty, expired or cancelled aspect of any access method (for example a card, a password or PIN);
- (c) arises from transactions that require the use of any device or password forming part of your access method that occurred before you received the device or password (including a reissued device or password);
- (d) result from the same electronic transactions being incorrectly debited a second or more subsequent time to the same account;
- (e) results from an unauthorised transaction that occurs after you have notified TCU that any device forming part of the access method has been misused, lost or stolen or the security of the passwords forming part of the access method has been breached; or
- (f) result from an unauthorised transaction if it is clear to TCU that you have not contributed to the losses.

15.2 When the Account Holder has limited liability

When it is unclear whether or not you may have contributed to the loss caused by the unauthorised transaction, the amount of the account holders' liability arising from the unauthorised transaction (where a password was required to perform the transaction) will be limited to the least of:

- (a) \$150.00;
- (b) the actual loss at the time TCU is notified of the loss, theft or unauthorised use of the device or that the security of the passwords have been breached (but not that portion of the loss incurred on any one day that exceeds the daily transaction limit or other periodic limit if any); or
- (c) the balance of the account including any pre-arranged credit from which value was transferred in the unauthorised transaction.

15.3 When the account holder is liable

If TCU can establish, on the balance of probability, that you have contributed to the loss arising from the unauthorised transactions.

- (a) through your fraud;
- (b) by voluntarily disclosing one or more of the passwords in the access method to anyone including a family member or friend;
- (c) reasonable attempt to protect the security of the password records on the one article or on several articles so that the password or passwords may be lost or stolen at the same time;
- (d) Where the access method includes a password or passwords without a device, by keeping a record of all the passwords without making a reasonable attempt to protect the security of the password records on the one article or on several articles, so that the password or passwords may be lost or stolen at the same time;
- (e) by using your birth date or an alphabetic code which is a recognisable part of your name, as a password; or
- (f) by acting with extreme carelessness in failing to protect the security of all passwords forming part of the access method.

The account holder is liable for the actual losses which occur before TCU is notified that a device from part of your access method has been misused, stolen or lost or that security of passwords forming part of the access method has been lost stolen, misused or that security of the password forming an aspect of the access method has been breached, except for:

- (a) that part of the losses incurred on any one day which is more than the applicable daily transaction limit;
- (b) that part of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
- (c) that part of the total losses incurred on an account which are more than the balance of the account;
- (d) losses incurred on any accounts which TCU and the account holder had not agreed could be accessed using the access method;
- (e) losses incurred as a result of the conduct that TCU expressly authorised you to engage in; or
- (f) losses incurred as a result of you disclosing, recording or storing a password in a way that is required or recommended by TCU for the purposes of you using an access method expressly or impliedly promoted, endorsed or authorised by TCU.

15.4 Unreasonably delaying notification

Where TCU can prove on the balance of probabilities that you have contributed to a loss caused by an unauthorised transaction by unreasonably delaying notification:

- (a) that the security of all your passwords forming part of the access method has been breached; or
- (b) the loss or theft of the device forming part of the access method after you become aware of the loss, theft or breach, the account holder will be liable to TCU for actual losses incurred between:
 - 1) the time you first became aware of events described above or in the case of loss or theft of a device should reasonably have become aware of the loss or theft; and

- 2) the time TCU is actually notified of the event, except for:
- i. that part of the losses incurred on any one day which is more than the applicable daily transaction limit;
 - ii. that part of the losses incurred in a period that exceeds any other periodic transaction limit(s) that apply to that period;
 - iii. that part of the total losses incurred on the account which is more than the balance of the account (including any prearranged credit); and
 - iv. all losses incurred on any accounts that the account holder and TCU had not agreed to be accessed using the access method

16. Liability caused by equipment malfunction

TCU is responsible to you for any loss caused by a failure of an EFT Code institution's equipment to complete a transaction accepted by an EFT Code institution's equipment in accordance with your instructions. If we were unaware or should have been aware that an EFT Code institution's equipment was unavailable for use or malfunctioning TCU's responsibility will be limited to correcting errors in the account and refunding any charges imposed as a result.

17. Error or dispute resolutions

Any occurrence that you believe there is an error in any electronic transaction must be reported to TCU on the telephone numbers listed at the front of this booklet or by visiting any TCU branch. A report should provide the following details:

- (a) account holder name, and (if different your name) and each of your respective addresses and contact details;
- (b) the card or other device used;
- (c) the access method used;
- (d) a record of the transaction (if it can be provided otherwise details of the transaction);
- (e) details of the error you believe has occurred;
- (f) other information TCU reasonably requests of you.

17.1 TCU's Response

We will respond to you within 21 days of the above details being given to TCU. Our response will be in writing. We will provide you with either a final decision on the question or explain that more time is needed (in exceptional cases) for the investigation and will in those cases provide a final decision within 45 days of the above details been given to TCU.

17.2 TCU Fails to Comply

If we or our employees or agents fail to observe the obligations under this provision that prejudices you then TCU or an external dispute resolution body may decide that TCU is liable for all or part of the amount that is the subject of the complaint.

18. Changes to these conditions of use

TCU can change these Conditions of Use. We will only do so after giving the account holder at least 30 days notice or any longer period required by law. The conditions we may alter include:

- (a) charges relating solely to the use of the access methods or the issue or replacement of an access method;
- (b) liability of an account holder for losses relating to electronic transactions;
- (c) altering transaction limitations or other limitations applying to the use of an access method.

19. When a notice is effective

Subject to law notice is taken to have been received by you when:

- (a) it is a written notice, when it would have been delivered in the due course of post if it is mailed to your last known address;
 - (b) it is a notice by press advertisement on the day the press advertisement is published;
- and
- (c) it is a notice given by electronic communication at the time the electronic communication is sent from TCU's information system to your last known email address.

20. Rights exercisable

The failure of TCU at any time to require performance of any obligation under this agreement is not a waiver of TCU's right:

- (a) to insist on performance of, or claim damages for breach of that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to require performance of that or any other obligation under these Conditions of Use.

Terms and Conditions

TCU Products and Services

This section contains Terms and Conditions applicable to all TCU Savings and Investment accounts and related services.

TCU complies with the requirements of National Privacy Principles, Credit Union Code of Conduct and the Electronic Funds Transfer (EFT) Code of Conduct which are available at our Head Office.

The following Terms and Conditions outline the information you need to know when operating and accessing a TCU Savings or Investment account. They are provided to disclose all aspects of TCU's Savings and Investment accounts to ensure they are clearly understood.

When you open a TCU Personal Account you will be offered several access options such as a Card, Online (Internet) Banking, Phone Banking and Cheque facilities. Terms and Conditions for all access options are available upon request by mail, telephone, facsimile, email or at any TCU branch.

A separate brochure is available for current interest rates, fees and charges.

TCU's BSB number is 704-062.

If you require any further information in relation to any of the details contained in this brochure please contact us by either phoning 8999 0777 or visiting your local branch. This brochure is part of a PDS for Electronic Access Products, Non-Cash Payment Products, Savings Accounts & Term Deposit Accounts.

Terms and Conditions

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PART 1

Opening Your TCU Saving/Investment Account

1. Identifying Signatories to an Account

Under the Financial Transactions Reports Act we are required to confirm the identity of all signatories prior to operation of an account. If you do not already have an account with TCU you will be required to provide a minimum 100 points of identification. You can use a combination of documents such as a passport, drivers licence, Medicare card, credit card, utility bill or other identity documents. Any documents that carry an expiration date must be valid.

Acceptable forms of identification include the following (You will need a total of 100 points):

passport, birth certificate 70
drivers licence, permit 40
identification card 40
medicare card, credit card 25
power bill, current rates notice 25
electoral roll 25

Acceptable forms of identification also include Identification by 2 of the following people (each worth 50 points):

- A Recognized Community Elder
- An Elected Member of the Community Council
- A staff member of the Northern Land Council
- A letter from a school confirming a students identity
- A Student card

TCU will not allow a person/signatory to operate on an account until his or her identity has been verified in accordance with the procedures mentioned above. Existing TCU account holders who have previously provided 100 Points of identification are not required to produce them again.

2. Joint Account

Where two or more persons are joint depositors they shall be regarded as joint tenants and on the death of a joint depositor, the survivor(s) will be the only person(s) recognised by TCU as having any interest in the deposit. In the event of any other person becoming entitled to a deposit in consequence of the death or bankruptcy of any depositor, that person may, upon producing such evidence as is reasonable to prove his/her entitlement, either become registered as the depositor or execute a transfer of such deposit.

3. Trust Account

A trust account can be opened on request:

- Where one or more persons opens an account in which they are named as trustee for another person(s). e.g. trust account held for a child by the parent
- By trustees under a will
- By trustees for clubs and other organisations.

On opening an account for another person the trustee will be required to supply 100 points of identification. In all other circumstances a copy of 'formal' trust document will be

required. Only the trustee is able to operate on the account. The beneficiary does not have authority to access funds in the account.

4. Other Accounts – Documents Required

4.1 Businesses

- Copy of Certificate of Incorporation
- Copy of Memorandum and Articles of Association or Constitution to confirm account opening
- ACN (Australian Company Number) or ABN (Australian Business Number) and/or TFN (Tax File Number)
- Business or Company Registration
- Trust Deed (if applicable)

4.2 Community Groups

- Copy of the Instrument(s) under which the signatories to the account are authorised to sign e.g. minutes of meeting
- TFN

5. Tax File Number (TFN), Australian Business Number (ABN), Australian Company Number (ACN)

Collection of TFN's, ABN's and/or ACN's is authorised by law. It is not an offence if you choose not to quote your TFN, ABN and/or ACN however, should you choose not to quote it withholding tax can be deducted from any interest credited to your account. More information about the use of TFN's, ABN's and/or ACN's for taxation purposes, can be obtained from the Australian Taxation Office.

Please note, after 21 July each year, the law prevents TCU from refunding any tax deducted in the previous financial year. For further information please contact the Australian Taxation Office.

PART 2

Operating Your TCU Savings/Investment Account

6. Terms and Conditions Acceptance

You accept the terms and conditions of your account when you:-

- sign and return any TCU forms stating your acceptance of the Terms and Conditions
- transact on your account
- use or sign for a transaction card we have issued you
- draw or sign a cheque on your account
- use Phone Banking and/or Online Banking

7. Authority to Operate the Account

All persons authorised to operate on a TCU savings account must sign the application form when opening the account. An authority to operate will remain in force until TCU receive written notice of cancellation or written notice of the death of a person granting the authority and that written notice has been processed by us. All surviving account holders must sign the notice of cancellation. We may require a new authority to operate before we allow further operation on the account. The authority to operate will state the method of operation for the

account. This may be either:

- a) any account holder or signatory to sign or,
- b) any number of signatories to sign at all times (i.e. two to sign at all times) or,
- c) all account holders and signatories to sign.

7.1 Third Party Authorisation to Your Account

As an account holder you can authorise another person(s) or third party(ies) to operate one or all your accounts.

All signatories who have signed the signatory card/application for m are authorised to transact on your savings account. All signatories are bound by TCU's terms and conditions.

7.2 Authority Disputes

If TCU are notified about a dispute on an authority to operate by the owner(s) of an account, we may refuse to any further operation until all parties concerned have signed the necessary authority.

7.3 Processing of Transactions to Your Account

In most instances transactions made on your account will be processed on the same day. If your periodical payment is due on a non-business day, it will be processed on the immediate business day after unless you request otherwise.

Direct credits coming from other financial institutions and/or third parties can be delayed several days depending on the other financial institution/third party (ies) processing requirements.

8. Deposit Options

You can deposit funds into your TCU account(s) via:

- Phone and Online Banking
- direct credit (i.e. payroll credit)
- PDC (direct debit)
- periodical payments
- any TCU branch
- the mail (posting cheques to us)

8.1 Available Funds

The "available balance" of your account is the amount of cleared funds you are able to draw on.

8.2 Direct Credit

You can have your salary or other regular payments credited to your nominated TCU account(s). Funds can be split into any of your accounts held with TCU but you must provide this information to us. Where no specific account has been specified the funds will be posted to your first savings accounts in a hierarchy order, i.e. if you have a S1 (Savings Account) and S5 (30 Day On Call Account) the funds will automatically credit the S1.

If the total funds received are greater than the previous amount received the balance will be credited to the last account specified on the distribution split. TCU is not liable for any delays that occur in processing a direct credit.

To stop a direct credit payment you will need to advise your credit supplier. TCU cannot stop a direct credit payment on your behalf.

8.3 Third Party Cheque Deposits

Cheques being deposited into a TCU account should only be made payable to the person

(s) or company as per the account name. In most cases TCU will not accept a third party cheque where the payee is a company. In this event you should seek alternative payment arrangements with the payee. If you are depositing a cheque into your account where you are not the person(s) or company named as the payee (i.e. you are a 'third party'), TCU can accept the cheque deposit, but you must ensure that the payee named on the cheque transfers ownership to you by signing the back in the following manner: Please pay (your account name) Signed (payee's signature) If the cheque has not been properly signed over to you we may refuse to accept deposit of the cheque.

8.4 Cheque Clearance Days

When you deposit a cheque to your account in most cases the funds will not be available for use until the cheque has cleared. TCU will allow you to withdraw or use the funds deposited after the

following clearance days:

- 5 working days clearance
- 5 working days clearance

8.5 Special Clearance Request

If you require immediate access to funds of a cheque deposit, you can request a 'special clearance' when you deposit the cheque into your account. The request is to be made at the TCU branch you are depositing the cheque. TCU will advise you how long it will take for the cheque to clear and the special clearance fees that may apply. A special clearance can only be arranged at the time of deposit.

9. Withdrawal Options

You can withdraw funds from your TCU account(s) via:

- cash from an ATM within Australia or Overseas using your CUECARD
- cash from an EFTPOS machine using your CUECARD
- cash from a branch
- cheque (personal, TCU corporate)
- external funds transfer (between TCU accounts) using Phone and Online Banking
- external funds transfer using Online Banking
- BPAY (branch, Phone Banking and Online Banking)
- periodical payment (between TCU accounts, cheque, electronic)
- direct debits

9.1 CUECARD - ATM and EFTPOS Access

A CUECARD (debit card) will be issued if requested. Terms and conditions of use of will be sent with your card.

9.2 Cash Withdrawal from a Branch

Cash can be drawn from your savings accounts at any TCU branch provided you show us satisfactory identification. A withdrawal limit of \$1000 per day applies.

9.3 Verbal Withdrawal Requests

For your protection we will not accept verbal withdrawal requests.

9.4 Cheque Facility (Personal Cheque Book)

Member Chequing Facilities If the account you have opened has a cheque facility attached, a personal cheque book can be linked. Terms and conditions for member Chequing facilities are included in this booklet.

9.5 Corporate Cheques

Funds can be withdrawn from your savings account by requesting a corporate cheque. A corporate cheque is not a "bank cheque" and requires the normal clearance days applica-

ble at the bank where the cheque is deposited. If a corporate cheque is lost a stop payment can be requested by contacting TCU and a new cheque can be issued.

9.6 Cheque Stop Payment

You may request in writing for the payment of any unpresented cheque to be stopped. TCU must receive clear instructions from you and the following details must be provided:

- account number where the cheque was drawn from
- cheque number
- amount of the cheque
- name of payee
- date the cheque was drawn

9.7 External Funds Transfer (EFT)

You can set up external funds transfers as a regular transfer (periodical) or as a 'once off' payment

Before 2.30pm on a business day

On the next business day

After 2.30pm on a business day

24 to 48 hours later excluding weekends and public holidays

On a non-business day

On the next business day allowing 24 to 48 hours

9.8 BPAY®

TCU is a member of the BPAY electronic payment scheme. BPAY allows TCU to make payment on your behalf to billers who wish to receive payments through the BPAY scheme. BPAY allows you to:

- Pay bills 7 days a week, 24 hours a day
- Pay bills in advance (up to 90 days in advance)
- Pay from your choice of account

You can make a BPAY payment through Phone Banking, Online Banking or at any TCU branch.

Before 2.30pm on a business day

On the next business day

After 2.30pm on a business day 24 to 48 hours later excluding weekends and public holidays

On a non-business day On the next business day allowing 24 to 48 hours

9.9 Periodical Payment

You can set up periodical payments debiting your account with a fixed amount at regular fixed intervals. You need to ensure there are sufficient cleared funds in the account to be debited the day before the periodical payment is due.

Periodical Payments can be set up for:

- i. Transfers between your TCU accounts (i.e.: from a savings account to loan account)
- ii. electronic funds transfers (EFT) (i.e.: from your TCU savings account to an account held at another financial institution
- iii. Regular bill payments (BPAY)

9.10 Direct Debits

You can instruct an authorised supplier to debit funds from your TCU savings account. To set up a direct debit contact the supplier and ask them to send you a direct debit authority. Your account details including TCU's BSB (704-062) will be required. To stop a direct debit payment you will be required to advise the debit supplier. TCU cannot cancel or stop a direct debit payment on your behalf. We reserve the right to refuse an authority for payment should there be insufficient funds in an account.

10. Fees and Charges

All TCU saving and investment accounts are subject to fees and charges. For more details about our fees and charges please refer to our fees and charges brochures. Unless we agree otherwise all fees and charges will be debited to your account. Under certain conditions we may waive fees but only at our discretion. If TCU fails to charge a fee to your account that should have been charged on a transaction, we have not waived our right to collect the fee for future transactions of the same nature. Fees and charges may change from time to time and we will notify you 30 days prior to the commencement of the change by written notification and/or newspaper advertisement.

10.1 When Fees are Debited to Your Account

Refer to our Interest, fees and charges brochure for when fees are debited to your accounts.

11. Interest Calculation

Credit interest and debit interest (if applicable) is calculated on the daily closing balance of your account using the following formula.

$$\frac{\text{Daily Closing Balance}}{365} \times \frac{\text{Interest Rate}}{100}$$

The daily interest rate is the annual rate divided by 365 days. To avoid being charged debit interest on any unarranged debt, you should always maintain a credit balance in your account. Interest rates on savings accounts may change at our discretion. Refer to our Interest, fees and charges brochure for when interest is credited/debited to your accounts.

12. Statements

TCU will issue you a statement of your account every six months. Monthly statements can be provided upon request. You are able to receive up to date information on your account 7 days a week, 24 hours a day by using Phone Banking and Online Banking. Check your statement thoroughly to ensure it is correct. If there are any errors or possible unauthorised transactions you must report them to TCU as soon as possible.

13. Overdrawn Accounts

Where a TCU account becomes overdrawn without prior authorisation, we are entitled to:

- transfer funds from any TCU account in the name of the account holder solely or jointly with another person to the overdrawn account taking it to a credit balance.
- charge interest on the daily unpaid balance.
- suspend or cancel the operation of the account including recalling and cancelling the use of any CUECARD's and cheque books.
- charge the account holder the applicable fee.

13.1 Combining Accounts

If you hold more than one savings account with TCU, including sub accounts, we have the authority to combine or deduct funds from your other TCU accounts held by you, to ensure all accounts are not overdrawn. TCU will advise you if we exercise our right to combine your TCU accounts or deduct funds from another TCU account held by you but we need not notify you in advance. However, there are restrictions on our ability to combine accounts if social security benefits are paid into the account. In that case, we will not deduct more than 10% of the income to cover losses in another product that you have with us.

14. Inactive/Dormant Accounts

Where a transaction (withdrawal or deposit) has not been initiated for 12 months or more on a savings account, it will be classified as dormant and an annual maintenance fee may apply. TCU will endeavour to contact customers to reinstate accounts by writing to the last known address. If there is no reply within one (1) month, the savings account is closed and transferred to a dormant account. No interest will be paid on dormant accounts. Dormant accounts can be re-instated by contacting TCU. Once reinstated the funds will be transferred to a TCU savings account. Where a dormant account balance exceeds \$100 and has not had a transaction performed for 7 years, the account must be paid to NT Government as unclaimed monies. Once transferred to the NT Government TCU no longer has responsibility over the funds.

15. Closing Your Account

You may close your TCU Savings or Investment account at any time upon written request. Any unused cheques or electronic cards, which operate the account, must be returned at this time. TCU will pay you the credit balance plus credit interest accrued if any, less any accrued fees applicable to the closing date. Account keeping, transactional and general fees will apply even if the account has been open for only part of a calendar month. Uncleared funds in your account will not be released until they are cleared. Your liability remains in operation until all outstanding cheques are presented, returned to TCU or are stopped. You are liable for all transactions performed on all CUECARD's linked to your account until such time they are returned to TCU.

16. Stopping a Joint Account

A joint account cannot be accessed if an account holder requests in writing to stop transactions and we agree to oblige. Thereafter, all signatories must agree in writing to any further transactions (excluding deposits) being performed by an account holder or operator. All CUECARD's, Phone Banking access, Online Banking access and cheque books will be cancelled once the notice to stop a joint accounts received. Account holders must return all CUECARDS and cheque books to TCU. Until all CUECARDS and cheque books are returned all account holders, together and as individuals are responsible for all transactions, interest charges, fees and charges that occur on the account.

17. Service Disruption

From time to time TCU may experience a service disruption. A service disruption is where a service provided by TCU is temporarily unavailable or where equipment fails to operate in a normal or satisfactory manner. Once the service disruption has been resolved, any transactions performed on your account will be processed and back dated accordingly. All transactions made on your account in error due to a service disruption will be corrected and any fees or charges as a result of the transaction error will be reversed. If TCU experiences technical failure within our equipment you will have no withdrawal limit at an ATM or EFTPOS machine.

PART 3 Account Specific Terms and Conditions

In addition to the terms and conditions detailed in this brochure and the fee and charges information found in our fee and charges brochures for both personal and business accounts, the following terms and conditions are specific to each TCU account listed below.

18. Savings Account – S1

- Account suitable for all ages.
 - Under 12's do not have access to a CUECARD
 - Under 18's have limited access to a CUECARD
- Funds are at call
- No minimum balance required
- 24 hours 7 days a week access via
 - Phone Banking
 - Online Banking
 - CUECARD (ATM and EFTPOS)
 - BPAY
- Cheque book can be linked
- Interest calculated daily on the entire balance and credited yearly

19. Budget Account – S2

- Account suitable for all ages.
 - Under 12's do not have access to a CUECARD
 - Under 18's have limited access to a CUECARD
- Funds are at call
- No minimum balance required
- 24 hours 7 days a week access via
 - Phone Banking
 - Online Banking
 - CUECARD (ATM and EFTPOS)
 - BPAY
- Interest calculated daily on the entire balance and credited yearly

20. Christmas Club Account – S3

- Funds can be withdrawn with 7 days notice
- No minimum balance required
- No CUECARD or cheque book access available
- Interest rate is tiered and paid on the entire balance
- Interest calculated daily and paid yearly

21. Student Account – S6

- Account for ages between 13 and 17 years.
 - individuals must be enrolled in school to qualify for a Student account
 - students have access to a CUECARD
 - students do not have access to a Visa Debit card
- Funds are at call
- No minimum balance required
- 24 hours 7 days a week access via
 - Phone Banking
 - Online Banking
 - CUECARD (ATM and EFTPOS)
 - BPAY
- Interest calculated daily on the entire balance and credited yearly
 - When the student turns 18 years of age the account will default to a S1 account unless otherwise requested.

22. Family/Clan Account – S4

- Account suitable for all ages.
 - Under 12's do not have access to a CUECARD
 - Under 18's have limited access to a CUECARD
- Funds are at call
- No minimum balance required

- 24 hours 7 days a week access via
 - Phone Banking
 - Online Banking
 - CUECARD (ATM and EFTPOS)
 - BPAY
- Cheque book can be linked
- Interest calculated daily on the entire balance and credited yearly

23. 30 Day At Call Account – S5

- Funds are at call after initial 30 days
- Funds can be withdrawn within the 30 days, with 7 days notice in writing
- An interest penalty will apply if funds are withdrawn early
- \$500 minimum opening balance required
- Minimum \$500 daily balance required to earn interest
- Unlimited 24 hours 7 days a week access via
 - Phone Banking
 - Online Banking
- No CUECARD or cheque book access available
- Interest rate is tiered
- Interest calculated daily and credited quarterly

24. Term Deposit accounts

a) Minimum Deposit Required

- i. Minimum deposit required for a term deposit of 3 months or more is \$500.
- ii. Minimum deposit required for a term deposit of less than 3 months is \$50,000.

b) Investment Terms

- i. Minimum term for a term deposit is 1 month and the maximum is 2 years.

c) Deposit Options

You can deposit funds into your term investment by:

- i. Making a cheque(s) made payable to the account name or TCU
- ii. Making a cash deposit at any TCU branch
- iii. transferring from another savings account held at TCU
- iv. transferring from another financial institution

Additional deposits may only be made on maturity. If you require another investment account for the same term then a sub investment account will be opened.

d) Deposit Confirmation

Each time you deposit funds into your term investment a receipt is issued by TCU confirming the deposit.

e) Interest Rate

The interest rate applicable to a term investment varies depending on:

- i. the term of the investment
- ii. the amount of the investment

Once a term commences the interest rate is fixed for that term.

f) Interest Calculation

Interest is calculated on the daily balance up until and including the day before redemption.

g) Interest Payment Options

- i. For term deposits interest is paid on the last day of the term and is paid:
 - into a nominated account held with TCU or another financial institution.
 - by cheque
 - reinvested into your existing deposit and held for another term.

h) At Maturity

- i. *Maturity Notice*

2-3 weeks prior to your investment maturing, TCU will send you a notice advising you of your investment options. If we do not receive your instructions before the end of the term we will reinvest the deposit and interest earned for the same term with the same interest payment frequency, as the existing deposit. The current interest rate on the day will apply to the new term.

ii. *Payments in Full*

At maturity the following payment options are available for the deposit plus interest:

- Reinvest the deposit and interest for the same term or a new term.
- Reinvest the deposit for a further term and have the interest paid into your nominated TCU account, another financial institution or by cheque.
- Redeem the deposit and interest and have it transferred into your nominated TCU account, another financial institution, paid by cheque or cash.

iii. *Additional Deposits or Withdrawals*

At maturity if you intend to reinvest for a further term you can make:

- An additional deposit of any amount
- A withdrawal of any amount, but only if the balance remaining is \$500. The withdrawal can only be paid to your nominated TCU account, another financial institution, by cheque or cash.

iv. *Change of Term*

At the end of a term if you reinvest you may:

- Change the term of the investment
- Change the interest instructions
- Roll the investment to another TCU savings or investment account

i) *Early Withdrawals/Redemptions*

Withdrawals from a term deposit can be made with 7 days notice in writing. If funds are required prior to maturity in the following situations penalties may apply

- i. the death of the depositor (no penalty applies).
- ii. an emergency (penalties apply).

The remaining balance must remain at \$500. If the balance falls below the minimum required balance the deposit must be fully redeemed unless TCU agrees otherwise.

All requests are to be placed in writing.

Any withdrawal and applicable interest will be paid into your nominated TCU account, another financial institution or paid by cheque.

j) *Penalties*

An early redemption of a term investment will incur an interest penalty on the amount being withdrawn before maturity. Interest will be calculated at the rate applicable to S1 accounts.

k) *Fees and Charges*

Refer to our fees and charges brochures for any fees and charges applicable.

l) *General*

TCU reserves the right from time to time to change the conditions on which a deposit is held (other than the interest rate on the investment). The depositor shall advise TCU immediately by mail, telephone, in person, or by fax if phone numbers or an address has changed. For name changes TCU will require documents showing proof of change, that is a marriage certificate or change by deed poll.

PART 4 Electronic User Terms and Conditions

25. Phone Banking

Phone Banking is available to all TCU customers who hold a TCU savings, investment or loan account.

i. Agreement

Your use of Phone Banking acknowledges your agreement to TCU's Phone Banking terms and conditions.

ii. Third Party Authority

Access to Phone Banking can be provided to another person or third party provided all signatories to the account agree so in writing. The signatory(ies) of the account are responsible for ensuring that each authorised user of Phone Banking to the account are aware of and comply with the terms and conditions in this brochure.

iii. Equipment Operation

TCU will do everything possible to ensure that Phone Banking is available 24 hours a day, 7 days a week. We cannot be held responsible for errors, inaccuracies or delays resulting from temporary failure of the Phone Banking network, ancillary equipment and other circumstances beyond reasonable control.

iv. Available Services

Phone Banking enables you to:

- Check savings account balances
- Check loan and investment balances
- Check the last five transactions on an account
- Transfer funds between selected accounts
- Make a BPAY payment
- Access another client number
- Check interest earned on your account(s) for the last financial year
- Change your personal access code

v. How to Access Phone Banking

To access Phone Banking you must have an access code which is issued by TCU during business hours. Once received please call 8999 0777 and select option 2. You will be required to select a new access code when phoning for the first time. The service is available 24 hours a day, 7 days a week from anywhere in Australia or overseas. Normal telephone rates apply. You will require your member number and access code. For further instructions on how to use Phone Banking please refer to our Personal Banking brochure.

vi. Call Costs

Phone Banking is a local call (Darwin area only). Interstate, overseas and mobile telephone calls may incur higher costs.

vii. Access Codes

Your personal access code is set by a TCU consultant during business hours. For security purposes the Phone Banking system will force you to change the password set by TCU. The first time you call you will be required to change your access code. The prompts will guide you to do this. When selecting your new personal access code you enter a set of 4 digits (numbers) followed by the # button. Each time you use Phone Banking you will be required to enter your member number followed by your access code. If Phone Banking does not receive the desired responses you will automatically be diverted to a consultant or be asked to call back during business hours.

viii. Security of Your Access Code

Keep your access code in a secure place and do not tell or show it to an unauthorised person. When accessing Phone Banking you should avoid using a telephone that records dialled numbers (e.g. hotel's). In this instance you should speak to a TCU consultant for personal assistance during business hours.

Do not reveal your access code to anyone and do not keep a written record even if it is disguised. The best way to ensure protection of your access code is to memorise it. When choosing your access code you must avoid the use of:

- repeated digits

- simple sequences
 - alphabetical codes that are part of your name
- By using these types of 'easily recognisable' passwords you may be held liable for any fraudulent transactions that occur on your account.

You must notify TCU immediately if you suspect that your access code has become known to an unauthorised person or you suspect that unauthorised transactions have been made on your account. Where this has occurred please contact us on 8999 0777 during business hours.

We may cancel your access code without notice at any time if we believe or suspect it is being misused. If you have forgotten your access code we can issue you with a new one provided TCU staff are able to identify you.

ix. Transactions Limits

Your daily limit for Phone Banking is \$1,000. We are able to increase this limit upon receiving written request.

x. Transfers – Between TCU Accounts

Funds can be transferred between any of your TCU accounts or linked to a TCU third party account (deposits only).

Each time you make a transaction through Phone Banking we will provide you with a reference number which acts as a receipt. Please keep a record of this number. This number should be quoted if you have any queries. If there has been an error when transferring funds please contact 8999 0777 during business hours.

xi. BPAY ®

To make a BPAY payment dial into Phone Banking select the BPAY option 6 (make a bill payment using BPAY) and simply provide the biller code and reference number which is located on your bill. Once you have confirmed the details your nominated savings account will be debited.

xii. Correct and Incorrect Amounts

Please ensure that you specify the correct amount that you wish to pay. If you make a BPAY payment and then discover that:

- The amount you specified is greater than the required amount then you must contact the biller to obtain a refund.
- The amount you specified is less than the required amount then you can make another BPAY payment to make up the difference.

BPAY Payments and System Cut-Off Times

Before 2.30pm on a business day

On the next business day

After 2.30pm on a business day 24 to 48 hours later excluding weekends and public holidays

On a non-business day On the next business day allowing 24 to 48 hours

Delays may occur due to another BPAY scheme participant not complying with its obligations. If we are advised by a third party that a biller cannot process your BPAY payment we will contact you. Details of your BPAY payments will appear on your TCU statement.

xiv. Transaction Reference Numbers When Using Phone Banking

Each time you transact using Phone Banking we will provide you with a reference number which acts as a receipt. Please keep a record of this number. This number should be quoted if you have any queries.

xv. Liability

You are not liable for loss of funds if:

- unauthorised use occurs before you accept your Phone Banking access code from TCU
- unauthorised use occurs after TCU has been informed that the access code has been lost or stolen or used by someone without your authorisation.

- a BPAY payment is made or for an amount in which you did not instruct
- a BPAY payment is made in accordance with a payment direction which appears to TCU to be from you or on your behalf but for which you did not give authority. In these situations TCU will credit the amount to your account after the matter has been fully investigated. If you are liable for the loss of funds you must pay TCU the amount in question if we cannot recover the amount within 20 business days from the person who received it and:
 - If you were responsible for the mistake
 - If you have not complied with your obligations to maintain the security of your access code.

xvi. Fees and Charges

Phone Banking transactions are unlimited (free). If we introduce new fees or change existing fees we will provide you with at least 30 days written notice. For any fees that may apply to Phone Banking please refer to TCU's fees and charges brochures. It is a condition that you agree to pay the full amount of fees, government charges and any other charges that may be levied in the future at TCU's discretion, for or in connection with your use of Phone Banking and that you authorise us to debit such charges.

xvii. Termination

If you wish to terminate the use of Phone Banking you may do so by sending your request in writing to us or by phoning 8999 0777 during business hours. Similarly, TCU may terminate your access at any time to Phone Banking. TCU will advise you in writing if your access is terminated.

xviii. The Electronic Funds Transfer Code of Conduct

The Electronic Funds Transfer (EFT) Code of Conduct governs all electronic funds transfer transactions to or from accounts which are initiated by a user through electronic equipment using an access method. This includes Phone Banking transactions. We will actively comply with the EFT Code.

26. Online Banking

Online Banking will be activated if requested.

26.1 Definitions

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 NetTeller Internet Banking service.

“Credit Union” means Traditional Credit Union Limited.

26.2 Access and Authorisation

1. The Credit Union will issue you with an initial password to access the NetTeller Internet Banking System. The system will require you to change this password to an alpha-numeric (A - Z, a - z, 0 - 9) password (between 4 and 6 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.

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.

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

26.3 Security

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.

26.4 Liability

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.

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.

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.

4. With respect to BPAY payments: Traditional 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 Traditional Credit Union savings account.

26.5 BPAY Payments

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

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.

3 Cut off times

a. The BPAY cut off time is 2.30 Central 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 (9.30am to 4.00pm) but after the designated BPAY cut off time set by Tradi-

tional Credit Union (2.30pm), 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 (9.30am to 4.00pm) 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.

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.

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 4.3.

26.6 Bill Payment - Direct Entry

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

2. The cut off time (as per conditions of 5.3) of 2.30pm Central Standard time Monday to Friday (except public holidays) also applies.

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

4.3.

26.7 Termination

1. The Credit Union may cancel the use of the NetTeller 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.

26.8 Variation of Terms and Conditions

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 NetTeller Internet Banking and may withdraw any part or all of such service whether such regulations are brought to your attention or not.

26.9 Fees and Charges

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

26.10 Acceptance

1. You accept the Terms and Conditions by using the NetTeller Internet Banking service

PART 5

Member Chequing

The terms and conditions for Member Chequing are in addition to all terms and conditions detailed in this brochure that relate to your TCU savings account. You should familiarize yourself with these terms and conditions and the rights and obligations detailed. The terms and conditions detailed are subject to change without notice. To apply for a cheque book you must be over the age of 18 years. TCU's member Chequing facility is run in conjunction with Westpac Banking Corporation and CreditLink. We have a relationship with Westpac as they are the banking institution that CreditLink uses to settle and clear cheques. CreditLink are our service providers for this scheme. Hence both these parties are involved in the terms and conditions of our member Chequing facility.

27. Acceptance

In signing the application for a TCU cheque book, depositing funds to your account or upon prior issue of a cheque by you, you acknowledge and, subject to TCU's acceptance, you agree to these terms and conditions. In accepting the terms and conditions you have appointed both TCU and CreditLink as your agent and you authorise each of these parties to:-

- a) Deal with your TCU account(s) in conjunction with Westpac Banking Corporation ("the bank") so as to enable you to draw cheques (cheques for the payment of goods and services drawn from funds in your TCU account); and make deposits, in accordance with these terms and conditions;
- b) Debit funds in your TCU account to meet the amount of cheques or payment orders that you or your authorised signatories have signed and to meet the value of all costs, taxes or charges made or incurred by TCU or the Bank.
- c) Disclose to the Bank such information relating to your TCU account as is necessary to process all transactions carried out by you.

28. Signatory Identification

We will not permit a person/signatory to operate on an account until his or her identity has been verified in accordance with procedures prescribed by the Financial Transaction Reports Act and any other identification procedures we require. If there is a variation of authority to your TCU account we must be advised in writing.

Where a person's signatory is changed or altered they must advise TCU immediately.

29. Fees and Charges

Fees and charges may apply to both withdrawal and deposit transactions on your account. All fees and charges debited to your account in relation to the member Chequing scheme will be paid by you. Refer to our Interest, fees & charges brochures.

30. Nominated Account

The member Chequing facility will operate on the savings account type nominated by the account holder(s), which is required at the time of completing the cheque book application. As the cheque book is linked to a savings account you will earn the applicable interest.

31. Cheque Book Account Name

Your cheque book will display the same account name as that of your TCU savings account.

If the account name is that of a registered business, company or trust, the cheque book will be printed with the business name and ABN/ACN.

32. Cheque Books

The account holder(s) selects which cheque book they require when completing the cheque book application form.

Once your cheque book application is approved, your cheque book will be sent to your mailing address 10 – 15 business days from the time you lodge your application. We require 10 days notice to re-order subsequent cheque books.

33. Presenting Cheques

Due to TCU's member Chequing facility being run in conjunction with Westpac, they (Westpac) have an obligation to dishonour a cheque drawn on your account, if CreditLink gives them a direction to refuse payment. Westpac may dishonour or refuse payment of any cheque drawn on your TCU account, regardless of the state of your account. Westpac has the right or an obligation to do so under the terms of its agreement with CreditLink relating to the member Chequing scheme.

34. Available Funds

The "available balance" includes any cleared funds in your TCU account, any unused line of credit or other agreed credit facility made available for your TCU account. The available balance does not include deposits received but are not uncleared, interest accrued but not credited or deposits in transit. If the amount of any cheque presented for payment to the Bank exceeds the available balance of your TCU account at the time the cheque is presented, TCU may instruct the Bank to refuse to pay the cheque. In such an event TCU will advise you in writing but will incur no liability for failure to do so. Any costs incurred through such refusal, may be debited to your TCU account.

35. Cheque Honouring

In the event that a correctly authorised and presented cheque exceeds the available balance of your TCU account, TCU is authorised (but not obliged to do so), transfer funds from another account(s) held with TCU in the name(s) of the customer, sufficient funds to allow payment of the cheque. Any fees incurred may be debited to your account. Notwithstanding this condition, TCU shall not be held liable from any claim whatsoever from the customer or any other person or organisation should TCU fail or refuse to make such a transfer. If TCU for any reason and without reference to you pays a correctly authorised and presented cheque that exceeds your available balance in your TCU account, you will incur a debt to TCU for the amount that exceeds the available balance. In such circumstances, the debt and any fees incurred will be repayable by you and immediately upon the written demand of TCU. If you fail to repay the debt, you will be required to pay all costs and expenses incurred by TCU in the collection of the debt.

36. Cashing Cheques

No cheque(s) will be cashed by the Bank (Westpac) unless prior arrangements have been made between the customer, TCU and the Bank (Westpac).

37. Dishonouring a Cheque

It is your responsibility to ensure that all cheques drawn by you are properly authorised, completed and there are sufficient cleared funds in your TCU account. TCU can dishonour a cheque if:

- There are insufficient funds or no available line of credit on your account to cover the full

amount of the cheque

- The cheque is undated, unsigned or without a payee
- you have post-dated your cheque and it is presented for payment prior to that date
- the cheque is 'stale' that is, the date on the cheque is more than 15 months prior to the date of presentation
- the cheque drawing and deposit facility is terminated.
- The signature on the cheque differs from what we have on our records.

If a cheque is dishonoured on your account a dishonour fee may apply. Please refer to our fees and charges brochures for the current fee.

38. Overdrawing Your Account

TCU does not agree to provide any credit in relation to your account without prior authorisation. If your account becomes overdrawn for any reason, immediate repayment is required. A fee will apply as outlined in our fees and charges brochures.

39. Stop Payment

You may request in writing, for the payment of any unrepresented cheque to be stopped. The written notice must be provided to TCU with clear and precise details of the cheque that is to be stopped. We may elect, at our own discretion, to accept instructions for a stop payment on a cheque via your telephone instructions pending written confirmation. Details to be supplied are:

- Account number from where the cheque is drawn
- Cheque number
- Amount of cheque
- Name of payee
- Date of the cheque
- If the cheque was crossed or open

A fee may apply for stop payment cheques. Please refer to our fees and charges brochures.

40. Lost/Stolen Cheque Book

If your cheque book is lost or stolen, you must notify TCU immediately during business hours. You will remain liable for any cheques paid by us in good faith up to the time of notification.

41. Withdrawing/Suspending Your Cheque Book

TCU may withdraw or suspend this facility at any time without notice or reason. No cheques may be issued by you after the facility has been withdrawn.

42. Cancelling Your Cheque Book

You may cancel your cheque book at any time provided written notice is given to TCU. Any cheque received by TCU before we receive a written notice of cancellation may be paid in the normal course of business. Any unused cheques or cheque books which are linked to the account must be returned at this time. You will be held responsible for any cheques presented on your account until such time.

43. Subject to Approval

The member Chequing facility is subject to TCU's approval.

44. Variation of Terms and Conditions

TCU reserves the right from time to time to change the conditions of the member

Chequing scheme.

45. Reduce the Risk of Fraud

The following points provide you ways to reduce the risk of forgery in respect to your TCU cheque book.

- i. Start the name of the person to whom you are paying the cheque as close as possible to the word 'Pay';
- ii. Draw a line from the end of the person's name to the beginning of the printed words;
- iii. Start the amount in words with a capital letter as close as possible to the words 'The sum of' and do not leave blank spaces large enough for any other words to be inserted; also add the word 'only' after the amount in words;
- iv. Draw a line from the end of the amount in words to the printed '\$';
- v. Start the amount in numbers close after the printed '\$' and avoid any spaces between the numbers;
- vi. Always add a stop '.' or dash '-' to show where the dollars end and the cents begin and, if there are no cents, always write '.00' or '-00' to prevent insertion of more numbers to the dollar figure.
- vii. Always be careful when writing a cheque. Make sure it is accurate, signed and correctly dated. A cheque will not be accepted if it is stale (older than 15 months) or if it is post dated.
- viii. Never sign a blank cheque
- ix. Never use a pencil or non-permanent ink pen
- x. If you do not want the cheque to be cashed but you want the cheque to be banked into a bank account then you should "Cross" it with two parallel diagonal lines in the body of the cheque. You may also add the words "not negotiable" between the parallel lines.
- xi. If you alter the cheque, you must always sign or initial the alterations
- xii. Contact us immediately if a cheque or your cheque book has been lost or stolen
- xiii. Always store your cheque book in a safe place
- xiv. Always check your statement against your cheque book butts to see that cheques you have written have been presented.

46. Cheque Definitions

i. Open or Uncrossed Cheques

A cheque is a negotiable instrument, that is, it can be passed from one person to another. A crossed cheque with the words 'not negotiable' written between the lines, protects the true owner in the case it is lost or stolen. This is because the person who obtains the cheque has no greater rights than the person who transferred it to him or her. The true owner is the last person who received the cheque prior to it being lost or stolen.

ii. Account Payee Only Cheques

When you add the words 'account payee only' between the two lines you are saying that only the named person can collect the proceeds of the cheque. These words may give you better protection against theft or fraud. It would be prudent for the collecting financial institution to make inquiries of the customer paying the cheque in, if the customer is not the payee of the cheque.

iii. 'Or Bearer' Cheques

Your pre-printed cheque forms have the words 'or bearer' after the space where you write the name of the person to whom you are paying the cheque. Therefore the cheque is a 'bearer' cheque. If the words 'or bearer' appear at the end of the line on which you have written the payee's name and you leave the cheque uncrossed and without the words 'not negotiable' on it, we will have to pay the proceeds to anyone who presents the cheque. You can give yourself more protection against theft or fraud by crossing out the words 'or

bearer' and adding the words 'or order'. In this case if the cheque is presented for payment in cash, we have to pay the proceeds only to the person whose name is on the cheque, or as they direct.

PART 6 General Information

47. EFT Code of Conduct

The Electronic Funds Transfer (EFT) Code of Conduct governs relationships between users (customers) and Providers (Financial Institutions) of EFT systems. The EFT Code covers all transactions processed through an ATM, EFTPOS, Telephone and Internet Banking. The requirements of the EFT Code of Conduct are covered in the Terms and Conditions of the CUECARD are available at any branch.

48. Changing the Conditions

TCU may change the terms and conditions at any time. For example we can change:-

- interest rates and the way we calculate interest
- fees and charges
- when we charge or pay interest

TCU will give you the period of notice required as set down by the relevant law. If no period of notice is needed, we can make changes immediately and you might not be told of these changes before they happen. We can give you notice in any way permitted by law.

This includes:-

- advice on or with your statement
- press advertisement
- a letter

49. Change of Address

You must advise us immediately if you change your phone number or address by mail, telephone, in person, or by fax. For changes to your name we will need documented proof of the change, such as:-

- a marriage certificate
- change by deed poll
- adoption papers
- divorce certificate

If an organisation, business or corporation changes its name, we need to sight a certificate copy of the:-

- Certificate of Registration or Incorporation
- Resolution of the meeting of the Organisation which decided on a change of name

50. Notification

If we write to you at the last address you gave us, it is accepted that the mail is delivered and received by you in the normal postal delivery time.

51. Complaints Resolution

TCU has its own internal dispute resolution procedures. These procedures are set up to deal with any disputes concerning this product or its associated features. Any complaints can be made to our complaints officer. Complaints will be dealt with accordingly to established guidelines and will ensure fairness to all our customers. We will respond to you within 21 business days in writing, with either the outcome of our investigation or explain-

ing more time is required. If more time is required we will respond to you in writing within 45 days from the initial complaint being received. Should TCU exceed 45 days we will keep you informed as to the reasons for the delay and provide you with our expected decision date.

External Dispute Resolution

There is also an external dispute procedures available to you, as TCU is a member of the Financial Ombudsman Service. A complaint can be made to the Financial Ombudsman Service by:

Phone: 1300 78 08 08

Fax: 03 9613 6399

Email: privacy@fos.org.au

Mail: The Ombudsman

GPO Box 3

MELBOURNE VIC 3001

52. Privacy

TCU recognises the importance of your privacy. We understand your concerns about the security of your personal information and we are committed to protecting it. By law, we must keep details of your account confidential. Subject to law, we can release details of your account when;

- you agree
- we must do so by law
- it protects our interest to do this
- there is a public duty to do this

TCU may use your personal information to provide you with information about our extensive range of products and services that are relevant to you. If you do not want to receive any of this information, please contact us at any TCU branch or phone 8999 0777. Once you have told us that you no longer wish to receive information about our products and services we will not send you any further material. We always strive to maintain the privacy and confidentiality of your personal information. If you feel that your privacy has been breached contact our Privacy Officer who will objectively investigate your complaint as soon as possible. You can contact us by emailing info@tcu.com.au or visiting any TCU branch, or writing to us.

53. Fraudulent Conduct

We are not liable for any loss or damage caused to you by person (s) authorised to operate on your account. TCU will only be liable where it arises from fraudulent conduct by our agent or employee under statute or the EFT Code.

How to Contact Us

If you wish to contact us, would like to provide feedback or have a complaint please contact us by:

Phoning us: 8999 0777

Writing to us: PO Box 40425 Casuarina NT 0811

Emailing us: info@tcu.com.au

Visiting us at any of the TCU branches

Lost or Stolen CUECARDS after hours HOTLINE 1800 621 199 in Australia or 61 2 9959 7480 for Overseas

Our branches

<p>Milingimbi</p> <p>Phone: 89879920 Fax: 89879930</p>	<p>Galiwinku</p> <p>Phone: 89879200 Fax: 89879232</p>
<p>Gapuwiyak</p> <p>Phone: 89879173 Fax: 89879157</p>	<p>Ramingining</p> <p>Phone: 89797948 Fax: 89797944</p>
<p>Wadeye</p> <p>Phone: 89782266 Fax: 89782255</p>	<p>Maningrida</p> <p>Phone: 89795888 Fax: 89795877</p>
<p>Gunbalanya</p> <p>Phone: 89790101 Fax: 89790104</p>	<p>Warruwi</p> <p>Phone: 89790174 Fax: 89790174</p>
<p>Ngukurr</p> <p>Phone: 89754934 Fax: 89754934</p>	<p>Numbulwar</p> <p>Phone: 89754394 Fax: 89754394</p>
<p>Minyerri</p> <p>Phone: 89759521 Fax: 89759520</p>	<p>Head Office</p> <p>Phone: 8999 0777 Fax: 8999 0788</p>
<p>All correspondence sent by mail to:</p> <p>Traditional Credit Union PO Box 40425 Casuarina NT 0811</p>	