



# **Online Transaction Services**

## **Terms and Conditions**

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## 1. Introduction

AIDF's Online Account Facilities offer a convenient method of accessing information about, transacting upon and transferring money in and out of your AIDF Accounts. This document sets out the Terms and Conditions upon which this service is offered.

Please read this document carefully prior to completing your application for access to AIDF Online Account Facilities. Your first use of the Online Account Facilities Service constitutes your acceptance of these Terms and Conditions.

**If you do not understand any part of these Terms and Conditions, or have difficulty using the Service please contact our customer service staff on (02) 6247 3744.**

## 2. Interpretation

In these Terms and Conditions:

- **Account** means a savings, loan or term investment account held with AIDF, or any account held at another Financial Institution capable of sending or receiving EFT transactions.
- **Account Owner** means the person or entity in whose name the Account has been opened, who can appoint and revoke Signatories, and is ultimately responsible for the standing and operation of the Account.
- **AIDF** means Anglican Investment and Development Fund (ABN 71 007 807 415).
- **AML/CTF Act** means the Anti-Money Laundering and Counter Terrorism Financing Act (Commonwealth 2006) and as amended.
- **Daily Transaction Limit** means the maximum daily aggregate payment for all accounts accessible through the Service as advised to you by AIDF.
- **External Funds Transfer (EFT)** means the electronic transfer of money from an Account to an external financial institution by means of a BSB and Account number.
- **Mobile Phone** means a telephone connected to a telephone number registered with AIDF to receive Secure SMS.
- **Secure SMS** means a password generated by AIDF computers and sent via SMS to the registered mobile phone of the relevant owner or signatory, for the single use of authenticating a specific transaction.
- **Password** means the secret code you use in combination with your User ID to authenticate your access to AIDF's Online Account Facilities Service.
- **Product** means a facility offered by AIDF for savings, investment or lending as governed by the relevant Terms and Conditions included in the Product Brochure.
- **Service** means the AIDF Online Account Facilities Service.
- **Signatory** means any person authorised by the Account Owner to initiate and/or authorise transactions and other operations upon the Account, either individually or jointly with other signatories as advised by the Account Owner.
- **SMS** means Short Message Service.
- **User ID** means the unique code issued by AIDF identifying your individual access to the Service when used in combination with your Password.

Transactions made to your Accounts using this Service are governed by the Terms and Conditions of those relevant Products. Where those Product's Terms and Conditions are inconsistent with these, these Terms and Conditions prevail.

If any part of these Terms and Conditions are invalid, unenforceable, or a breach of any law, those parts shall be excluded, but the remainder of the Terms and Conditions will continue to be in force.

Terms referring to the singular shall also be interpreted to refer to the plural, and vice versa.

### **3. Access to the Service**

Access to the Service is granted upon application, and may require you to supply identification as prescribed in the application form in order that we may establish your bona fides should you have not previously supplied identification to AIDF under the requirements of the AML/CTF Act.

AIDF will issue you with a User ID, and an initial Password that you will be required to change on your first successful login to the Service. Your level of access to the Service will be in line with the combination of the access level granted to you by the Account Owner (where applicable), and the capabilities and the product features of the Accounts you have been granted access to.

Access should only be made via clicking on the "LOGIN" menu option on the AIDF website [www.aidf.com.au](http://www.aidf.com.au)

We reserve the right to modify, enhance, cancel or withdraw the Service at any time.

### **4. Authorised Users**

Registration for access to AIDF Online Account Facilities is open to all Account Owners and those who have been nominated as authorised Signatories to an AIDF Account. Any variation to existing authorities must be lodged on the approved form available upon request from the AIDF offices, or from the AIDF website. Successful application for the AIDF Online Account Facilities service entitles the user to access, operate, and transact on all AIDF accounts for which the user is an authorised signatory.

Account Owners, and Signatories duly authorised to do so, may nominate others as is reasonable in number, who will have enquiry only access to either all or a specified selection of Accounts as instructed on the application form. Such users will not have any authority to transact upon or otherwise operate those Accounts, but can use the Service to view Account, balance and transaction history information.

Where multiple parties have access to an AIDF account then the Account Owner is responsible for any use of the Service by any other authorised Signatory or enquiry only user including all transactions performed. The Account Owner is also responsible for ensuring that all authorised users comply with all obligations and responsibilities imposed under these Terms and Conditions, and is liable for any act or omission done by another authorised party as if they themselves did that act or omission.

### **5. Passwords**

The Service will require that you change your initial Password upon your first access to it. All people who have access to the Service have their own User ID and Password. The following applies:

- You must not share your User ID and Password with others, even if they are authorised to operate the same Accounts as you, or are a family member or friend.
- You must keep your User ID and Password secret and take all steps necessary to prevent their unauthorised use.

- Your Password must not be an obvious combination of letters and numbers, or one that can be guessed easily by somebody else, it must not be a series of consecutive numbers or characters, and it must not relate to any other information readily accessible about you or other Account Signatories such as driver's licence and telephone numbers, dates of birth, names of spouses, other relatives, friends or pets.
- For security reasons, we may require that you change your Password at any time.
- For additional security reasons, we may require that you use Secure SMS, or any other additional means of identification so prescribed, in order to initiate, or approve certain types of transactions.
- Do not respond to any request for your Password, even if it appears to be from AIDF, another financial institution or government agency.
- Do not keep any written record of your Password.
- Do not allow anyone to observe you entering your Password.
- Ensure that any device you use to access the Service is not compromised with Spyware, or any other software that may reveal your Password to others. It is recommended that you keep all software updated and use antivirus and Internet security software at all times.
- Exit the Service immediately once you have finished using it. You must not leave a device unattended while you are logged into the Service.
- Do not access the Service via links within emails (even if they appear to have come from AIDF) or other websites. You must only access the service by typing the URL directly into the address bar of your browser window, or by a stored website bookmark that you have explicitly created.

Failure to comply with these guidelines may result in your liability for any loss suffered through unauthorised transactions upon your Accounts being increased.

## **6. Mobile Phones and Secure SMS**

Your Daily Transaction Limit, or Account type may require that you register a Mobile Phone for the receipt of Secure SMS in order to authorise transactions and certain actions upon your Accounts. In this instance, the following is required in order to provide for the security of your Accounts:

- You must safeguard your Mobile Phone, and not allow others to use it unsupervised. It is recommended that you lock your Mobile Phone with a passcode where applicable.
- Delete any Secure SMS sent to your Mobile Phone as soon as you have used them.
- You must notify us immediately should you acquire a new Mobile Phone number so that we can de-register your old Mobile Phone and register your new one.

Failure to comply with these guidelines may result in your liability for any loss suffered through unauthorised transactions upon your Accounts being increased.

AIDF is not responsible for any charges made by your Mobile Service provider.

## **7. Lost or Stolen Credentials**

You must notify AIDF by phone on 02 6247 3744 as soon as possible if you suspect or know that your User ID and Password has become known to any other person, or if you have lost or had stolen a Mobile Phone which has been registered with AIDF to receive Secure SMS in connection with your Accounts.

Once notified of compromised credentials, AIDF will suspend access to the Service until we can verify your identity, and then we will reissue a new Password to you. If the matter relates to your Mobile Phone, we may either suspend access to the Service, or reduce your Daily Transaction Limits, as we deem appropriate, until we are notified that you have replaced your Mobile Phone, or that your original Mobile Phone is now securely back in your possession.

Any unreasonable delay in notifying AIDF may result in your liability for any loss suffered through unauthorised transactions upon your Accounts being increased.

## **8. Liability for Unauthorised Transactions**

Your liability for unauthorised transactions that occur through the Service where we establish on the balance of probabilities that you, or any other party authorised to access the Accounts through the Service, have contributed to the losses by:

- a) failing to choose and protect the Password or Mobile Phone in accordance with the requirements of these Terms and Condition, or otherwise acting with extreme carelessness in failing to protect the security of the Password or Mobile Phone, or
- b) by unreasonably delaying notification to us of the security of the Password or Mobile Phone being compromised or the Service being misused.

Your liability for such losses will be limited to the lesser of:

- the Daily Transaction Limit applicable to the Service for each day or part thereof during which the transaction occurred prior to notification to us; or
- the balance of the accounts accessible through the Service, including any pre-arranged credit limit available at the time of the unauthorised transaction.

Where it cannot be established that you, or any other party authorised to access the Accounts through the Service, have contributed to the losses through the criteria of either of (a) or (b) above, your liability for such losses will be limited to the lesser of:

- \$150 (with the exception of business transacting customers); or
- the balance of the accounts accessible through the Service, including any pre-arranged credit limit available at the time of the unauthorised transaction; or
- the actual loss incurred at the time we are notified of the matter (excluding any losses above the Daily Transaction Limit applicable to your Accounts).

You are not liable for any losses that occur through the Service:

- where it is clear that you, or any other party authorised to act on your Accounts through the Service, have not contributed to those losses;
- for any unauthorised operation that occurs under a User ID and Password issued by AIDF before those credentials have been received by the intended recipient;
- that are caused by fraud or negligence by AIDF employees or agents;
- resulting from unauthorised transactions occurring after we are informed that a Password has been misused, lost or stolen or has otherwise become known to somebody else, or
- occurring under a User ID and Password attached to an Account where AIDF has been given proper notice in writing that this authority has been revoked or access to the Service cancelled, and AIDF has confirmed in writing that this access has been cancelled.

## **9. Transactions**

AIDF is authorised to effect any transaction or instruction issued against your Accounts, as permitted through the Service, where the correct User ID and Password, and in the

circumstances required, the correct Secure SMS is supplied. We will endeavour to effect such transactions, provided that there are sufficient funds available in your Account and that Daily Transaction Limits have not been reached.

Be aware that when processing transfers, not all financial institutions verify the account name, and so you are responsible for ensuring that the BSB and Account number are correct. You are also responsible for ensuring that all other details such as the amount and date of transfer are correct. AIDF can accept no responsibility or liability for incorrectly supplied transaction information, and you are liable for any loss suffered.

You are responsible for ensuring that the intended recipient receives any payments made using the Service. Except for where the matter is within our reasonable control, AIDF will have no liability or responsibility for any refusal or omission to initiate or complete any transaction, or to do so by a particular time, or for any omission to follow any transaction instructions. At busy times, the Service may be unavailable, and we have no liability with respect to that unavailability.

If you believe you have made an error in your instructions, you must notify us immediately. AIDF will make all reasonable attempts to stop or amend the payment, however we are not guaranteed to be able to do so. If AIDF incurs third party costs in taking this action on your behalf, you will be liable for these.

It is your duty to carefully check transaction histories and any statements received for any Account to which you have access via the Service, and immediately notify us of any irregularities or discrepancies discovered.

AIDF reserves the right to place a Daily Transaction Limit on payments made through the Service. A default limit of \$500 will automatically apply, unless specified otherwise in writing. We may vary this threshold at any time without prior notification.

Users are not able to close accounts through the AIDF Online Account Facilities service. Application for account closure should be made in writing to the AIDF Offices.

## **10. Security of AIDF Online Account Facilities**

We will use such measures as we deem reasonable to help ensure the security of the Service, including firewalls and data encryption. Notwithstanding this, AIDF cannot guarantee that data transmission over the Internet is absolutely secure. You are responsible for your own anti-virus and security measures and those of any authorised user.

The AIDF will take all reasonable steps to ensure that the information that we make available to you through AIDF Online Account Facilities is correct and updated regularly. We will not be liable for or in connection with any inaccuracy, errors or omissions in that information because of the communication network, ancillary equipment or any other circumstances beyond our reasonable control.

## **11. Suspension**

AIDF may cancel your access codes or suspend your right to participate in the Service at anytime and without notice to you if we reasonably suspect that the Service is being misused or has been used to conduct an unauthorised or unlawful transaction.

## **12. Indemnity**

You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- did not observe any of your obligations under these Terms and Conditions, or
- acted negligently or fraudulently in connection with this agreement or Service.

### **13. AML/CTF Obligations**

In order for AIDF to meet its regulatory and compliance obligations you agree to and are aware that:

- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country). Where this occurs, AIDF and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused;
- we may from time to time require additional information from you to assist us in the above compliance process, and you must provide that information; and
- where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other financial institutions, service providers, or other third parties.

You agree to provide the following undertakings and indemnify AIDF against any potential losses arising from any breach of these by you:

- You will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country), and
- The underlying activity for which the Service is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

### **14. Privacy**

Your personal information will be treated strictly in accordance with our Privacy Policy, which is set out on our website at [www.aidf.com.au](http://www.aidf.com.au). Upon request you may gain access to the information we hold about you in accordance with the National Privacy Principles set out in the Privacy Act (Commonwealth 1988).

### **15. Complaints about Online Account Facilities**

You should first contact our member services area on 02 6247 3744. If your complaint cannot be resolved, you may escalate your complaint to the AIDF Manager who will advise you of the process to deal with your complaint.

In the event that you are not satisfied with our resolution of your complaint after receiving the final response of the AIDF Manager, you are entitled to raise the matter with our External Dispute Resolution service, free of charge. To do this please contact the Financial Ombudsman Service on 1300 780 808.

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