

Finance Online *Plus*

Internet & Phone Services

Terms and Conditions

Version : 09.04.08

Terms & Conditions

Things you should know

These Terms and Conditions apply to the following **Landmark** Online Services:

- **Finance Online *Plus*** (Internet & Phone Services)

These Terms and Conditions may be:

- Viewed by visiting **Landmark's** web site at www.landmark.com.au or
- Obtained from any **Landmark** branch or
- Obtained by contacting us on 1800 622 015.

For queries concerning the service contact Landmark Helpline on 1800 622 015.

This document should be read in conjunction with our:

- **Account Fees** brochure
- The current **Prospectus**.

In the event of any inconsistency between these terms and conditions and the provisions contained in either of the above brochure and **Prospectus**, the provisions contained in the **Prospectus**, these Terms and Conditions and the Account Fees brochure prevail in that order.

Meaning of words

Account means an **account** which **Landmark** has determined is accessible by the **service**.

Accountholder means a **person** who has an **account** in their own name or, if the **account** is held in two or more names, means each **person** separately and all of them jointly.

Application form means the form headed *Registration of Interest for Online Services*, available on the **Landmark** website www.landmark.com.au

Authorised user means a **person** who has been authorised by **you** under clause 7 to operate, and transact upon, an **account** through the **service**.

AWB means **AWB** Limited ACN 081 890 459 of Level 21, 380 La Trobe Street, Melbourne, Victoria.

BPAY Payment means an electronic payment made using the BPAY Scheme.

BPAY Pty Ltd means **BPAY Pty Ltd** ABN 69 079 137 518 of Level 11, 1 York Street, Sydney, New South Wales as the entity operating **BPAY**.

BPAY means the electronic payment scheme which enables **you** to pay bills to **participating billers**

BPAY View is a scheme through which **you** can receive or access bills or statements electronically from **participating billers** nominated by **you** by opening an email sent to **you** whenever a bill or statement is received by **Landmark** with a link to our website or by accessing our website www.landmark.com.au

Business day means any weekday, but excluding public holidays observed in Western Australia.

Electronic equipment includes electronic terminals, computers, televisions and telephones.

Electronic Transactions Act means the *Electronic Transactions Act 1999 (Cth)* and each analogous State and Territory enactment.

Enquiry only access means the level of access to the **service** referred to in clause 1.3.

EFT Code means the Electronic Funds Transfer Code of Conduct.

Internet Password means the confidential **password** notified to **you** with the details of **your** login for **Finance Online Plus** to enable use of the internet **service**.

Finance Online Plus means **Landmark's** Internet and Phone **account** enquiry and **transaction service**;

Landmark means Landmark Operations Limited ABN 73 008 743 217, of 380 La Trobe Street, Melbourne, Victoria or any other subsidiary of **AWB** which assumes the rights and obligations of **Landmark** as set out in of the **Trust Deed** (a summary of which is contained in the **Prospectus**).

Multi payments means payments made simultaneously to more than one payee by a **user** using the **service**.

Participating Biller means a **person** who has provided goods or services which **you**, or an **authorised user**, have agreed to pay for using **BPAY Payment**.

Password means the confidential **password** notified to **you** with the details of **your** login for **Finance Online Plus**.

Phone Password means the confidential **password** notified to **you** with the details of **your** login for **Finance Online Plus** to enable use of the phone **service**.

Person includes an individual, a firm, a body corporate, an unincorporated association or a government or semi-government authority.

Personal EFT transaction means a **transaction** to which Part A of the **EFT Code** applies.

Prospectus means the **prospectus** and combined financial services guide and product disclosure statement issued by **Landmark** for the issue of unsecured deposit notes;

Service means the service that **Landmark** makes available through the Internet and by telephone to enable the electronic receipt and transmission of information and funds (including electronic funds transfers in relation to an **account**).

Transaction means any function referred to in clause 1.4.

Trust Deed means the document headed *Unsecured Deposit Notes Trust Deed* between **Landmark**, Permanent Nominees (Aust) Limited and **AWB** and dated 11 December, 2003, as amended from time to time.

Unauthorised Transaction means a **transaction** not authorised by the **user**. It does not include **transactions** carried out by the **user** or by anyone performing a **transaction** with the **user's** knowledge and consent.

User means **you** or an **authorised user** or both of these, as the context requires.

User Authentication means the authentication **service** made available by **Landmark** to a **user** when using the **service** to make certain payments

User ID means a 'User Identification Number' issued by the **service** to an **authorised user**.

We means **Landmark**. Any other grammatical form of the word "**we**" has a corresponding meaning.

WST means Western Standard Time.

You or **your** means the **accountholder**. Any other grammatical form of the word "you" has a corresponding meaning.

1. Offer

1.1 Finance Online *Plus*

Finance Online *Plus* is an internet and phone based enquiry and **transaction** service that allows **you** to access details of **your** existing **Landmark** savings, investment, transaction **account** or lending facility.

1.2 Information Access Levels

You have the option to nominate an information access level on **your application form**.

1.3 All users will be able to:

- Obtain an **account** balance;
- Make **transaction** enquiries on a nominated **account**;
- Print a **transaction** listing on a nominated **account**;
- Issue stop payments on cheques;
- Download data relating to **account** details;
- Obtain details of interest paid to, or by, **Landmark**;
- Change **user** specific **passwords**;
- Lodge forms with **Landmark**.

1.4 Full access users only will be able to:

- Transfer funds between **Landmark accounts**;
- Transfer funds to an external **account** held with an Approved Deposit-Taking Institution;
- Create future funds transfers;
- Create regular payment lists
- Make payments to organisations who are **participating billers**.

Landmark offers to make the **service** available to **you** on these terms and conditions.

You will be taken to have accepted these terms and conditions when:

- A **user** signs an **application form**; or
- A **user** accesses, or seeks to access, through the **service**, an **account** held by **you**.

2. Account

These terms and conditions are in addition to any of **Landmark's** terms and conditions for an **account**.

If there is any inconsistency between these terms and conditions and the terms and conditions applying to an **account** or to a **service** provided by **Landmark**, these terms and conditions apply to the extent of that inconsistency.

3. Passwords

Your **password** is the code that **Landmark** issues to **you** upon **you** registering for **Finance Online Plus**.

You will be issued with both a **phone password** and an **internet password**.

The **password** must be used in conjunction with your **User ID** in order to gain access to **Finance Online Plus**.

For **your** security, when **you** first log on to **Finance Online Plus**, **you** will need to change **your phone password** and **internet password**.

4. User Authentication

In the event that **Landmark** receives an instruction from a **user** to make a **BPAY Payment** or payment to a third party **account** and that **user** has **user authentication**, **Landmark** will require the **user** to provide the identifier generated by **Landmark** in accordance with **user authentication**. This requirement is in addition to any **password** or other information a **user** must give to **Landmark** when providing an instruction using the **service**.

The **user** should contact **Landmark** Support in the event **Landmark** does not accept any instruction using the **user authentication** identifier. Provision of this identifier does not alter **your** responsibility for the **transaction**.

5. Your Responsibilities

You agree:

- To choose a new **password** whenever **you** are required to do so by **Landmark**;
- That the **password** **you** choose to access the **service** will not be the same as, or similar to, any other personal identification number or **password** **you** have for any **account** **you** have with, or **service** provided by **Landmark**;
- That **you** will not disclose **your password** to any other **person** except when **you** are creating a **user** and then only to that **user**;
- Not to record or store **your password** anywhere but to commit it to memory;
- To take reasonable care when accessing the **service** to ensure that **your password** is not disclosed to any other **person**, in particular ensuring that **you** are not observed while entering **your password**;
- To check **your account** records carefully and notify **Landmark** immediately of any apparent discrepancy;
- To take every reasonable precaution to prevent the spread or diffusion of any software contamination including computer viruses and Trojans; and
- Not to perform a **transaction** if it would result in a debit to **your account** or, if **you** have a pre-approved credit limit, it would exceed that credit limit.

In respect of **personal EFT transactions**, clause 6 sets out guidelines with which **Landmark** strongly encourages **you** to comply, but **your** actual liability is governed by clauses 10 and 11. However, clause 6 is binding for all other customers.

You must ensure that an **authorised user** protects, stores and uses his or her **password**, in the same manner as clause 6 requires **you** to protect, store and use yours.

6. Authorised user

These Terms & Conditions of Use apply to a **user's** access to **Finance Online Plus**.

You are responsible for any use of **Finance Online Plus** by an **authorised user** within the access level set out in clause 1 and the **Finance Online Plus** Application. This includes all **transactions** performed by any **authorised user** who has access to **your accounts**, through **Finance Online Plus**, until that authority is cancelled and **we** are made aware of the cancellation.

6.1 Landmark may allow any **person** over 15 years of age authorised by **you** to be an **authorised user**. An **authorised user** can only be created in accordance with procedures specified by **Landmark** from time to time. It is **your** responsibility to ensure that any **authorised user** is over 15 years of age

6.2 You acknowledge that:

- Each **authorised user** that **you** nominate on the **application form** to have access to, and on, **your account** can use **Finance Online Plus** and that by using **Finance Online Plus**, he or she can access and transact on **your account** as set out on the **application form**; and
- The level of access that a user has to the service is governed by the terms of the **Finance Online Plus application form** that has been signed by **you** in accordance with **your** current **account** signing authority. **Users** that have Enquiry Only access cannot use **Finance Online Plus** to perform **transactions** on **your account** and
- **You** are responsible for the security of **your password**; and
- Any variation to existing access and **transaction** authorities must be lodged with **Landmark** on a **Finance Online Plus application form** that has been signed in accordance with the current **account** signing authority for that particular account; and
- It is **your** responsibility to ensure that each **authorised user** is aware of, and complies with, all obligations and responsibilities imposed on **users** under these Terms & Conditions of Use.

6.3 Subject to clauses 6, 10 and 11, **you** are liable for any use on an **account** or the **service** by an **authorised user** as if the **account** or the **service** had been used by **you**. This includes, for example, any **transaction** on, or an instruction given in relation to an **account** using the **service** and any acceptance or acknowledgment of these terms and conditions or any change to them. **You** should ensure that any **authorised user** has been provided with, and read and understood, these terms and conditions before using the **service**.

6.4 You are no longer liable for any further use on an **account** or the **service** by an **authorised user** if **you**

- Contact **Landmark** Support on **1800 622 015**; or
- Attend a **Landmark** branch or outlet to confirm **service** suspension;

And comply with any other procedures specified by **Landmark** from time to time.

7. Use of the service

7.1 Once:

- **You** are taken to have accepted these terms and conditions under clause 1 and
- A **user** has accessed the **service** by entering a **Landmark ID** and their **password**, and their **User ID** (if A **User ID** has been issued); and
- The **user** has created a different **password** to be used to access the **service** in the future.

The **user** may use the **service** in accordance with these terms and conditions, unless usage by that **user** of the **service** is cancelled or suspended under these terms and conditions.

7.2 Access to the **service**, or access to certain functionalities of the **service**, may only be allowed by **Landmark**:

- If the procedures specified by **Landmark** have been complied with; and
- If **Landmark** has received in a form, and in the manner satisfactory to it, any document or information, including any document which identifies the **user**, as **Landmark** reasonably requires.

7.3 Access to the **service**:

- Will be denied to a **user** if the **user** enters an incorrect **password** on three consecutive occasions;
- May be denied if any instruction given using the **service**, including any comment, message, or note provided in connection with any instructions is made in language **Landmark** considers to be inappropriate.

Where access is denied, the **service** cannot accept an instruction for processing using the **service**. If this occurs, then the **user** should contact **Landmark** Support.

7.4 Subject to clauses 6.2, 6.3 and 6.4, a **user** will be able to transfer funds from **your accounts** to any other **accounts** accessible by the **user** using the **service**, whether the **accounts** are held with other financial institutions, other third parties or **Landmark**. The amount which is able to be transferred will be subject to a daily limit set by **Landmark**. **Users** should refer to the "Transaction, savings and investment **accounts**" brochure issued by **Landmark** for details of restrictions.

You should be aware that the other financial institutions and third parties may impose their own limits and restrictions on transfers and **Landmark** has no responsibility for these limits and restrictions.

8. Functionalities of the service

8.1. **Landmark** may at any time add to, remove, change or impose restrictions on, the functionalities of the **service** in any respect including, without limitation:

- Generally;
- In relation to a **user** or a class of **users**; or
- In relation to an **account** or a class of **accounts**.

8.2 Computer Terminal Usage

You authorise us to act upon instructions that a **user** appears to have entered into a computer .

8,3 Phone Usage

You authorise us to act upon instructions that a **user** appears to have entered via the telephone.

9. Transactions

9.1 Processing of Transactions

Landmark may assign the date to a **transaction you** carry out that it deems appropriate.

<u>If the Payment is made</u>	<u>Payment will register as received</u>
Before 12.00pm Perth time on a business day	On the date that you make the Payment
After 12.00pm Perth time on a business day	On the next business day
On a non- business day	On the next business day

A receipt number will be issued for each funds transfer instruction received by **Landmark** via **Finance Online Plus**.

9.2 Order of Transactions

Landmark may determine the order of **transactions** where **we** have been given instructions for more than one **transaction** relating to an **account**.

9.3 Sufficient funds

To enable a **transaction** to be completed, **you** must ensure that any **account** from which funds are to be transferred has sufficient cleared funds available in it.

We are not required to effect a **transaction** at any time (including future-dated **transactions**) if there are insufficient cleared funds available in the **account** at the relevant time.

Landmark may delay and/or refuse to process or give effect to any instruction without notice to **you**. In particular **Landmark** will not process instructions where these terms and conditions (or any other terms or conditions of use applying to an **account**) prohibit instructions from being given effect to or where the relevant **account** has insufficient available funds to enable the payment to be made.

9.4 User Authentication

In the event **Landmark** receives an instruction from a **user** to make a **BPAY Payment** or payment to a third party **account** and that **user** has **user** authentication, **Landmark** will require the **user** to provide the identifier generated by **Landmark** in accordance with **user authentication**. This requirement is in addition to any **password** or other information a **user** must give to **Landmark** when providing an instruction using the **service**.

The **user** should contact **Landmark** Support in the event **Landmark** does not accept any instruction using the **user authentication** identifier. Provision of this identifier does not alter **your** responsibility for the **transaction**.

9.5 Subject to clauses 9.4 and 13, **you** agree that:

- An instruction to **Landmark** by a **user** using the **service** constitutes a valid and irrevocable authority to **Landmark** to follow that instruction; and
- A payment instruction which is given before the cut-off time for a day will be processed on the same day but if it is given after the cut-off time it may be processed on the next **business day** after the instruction is given.

9.6 Subject to clause 9.5 **you** also agree that an instruction to make a periodic or future dated payment continues until the expiry date authorised by a **user**, even if the **service**, has been cancelled.

9.8 In the case of an instruction to make a periodic or future dated payment, a **user** may revoke their instruction up until the cut-off time on the day payment is due to be made.

9.9 You are responsible for all instructions given in relation to **your accounts** which are authorised by a **user's** use of their **password** or undertaken by another **person** with a **user's** knowledge or consent.

9.10 You must notify **Landmark** Support immediately if:

- Other than when a **password** is used to create another **user**, a **user's password** becomes known to any other **person**;
- A user's computer which the **user** uses to access and use the **service** is lost, stolen or fraudulently accessed;
- **You** become aware of any **unauthorised transaction** or error on an **account** using the **service**.

In respect of **personal EFT transactions** only, please also refer to clause 10.

9.11 Subject to clause 32 (which applies to **personal EFT transactions** only) it is **your** responsibility to use other means of effecting **transactions** and giving and obtaining information if for any reason the **service** is unavailable for use or is malfunctioning.

10. Liability provisions for all personal EFT transactions

10.1 Clauses 10.2 to 10.6 apply only to **personal EFT transaction**. These clauses set out important rules which may govern an **accountholder's** liability for **unauthorised transactions**. These liability provisions are set out below and override clauses 33, 34 and 35 to the extent of any conflict or inconsistency for all **personal EFT transactions**.

10.2 No accountholder liability in some circumstances

The **accountholder** is not liable for:

- losses to the extent that they are caused by the fraudulent or negligent conduct of **Landmark's** employees or agents or organisation involved in the provision of **Finance Online Plus** or any merchant;
- losses arising because the **User ID** and/or **password** is forged, faulty, expired, or cancelled;
- losses that arise from **personal EFT transactions** which required the use of the **password** and that occurred before the **user** received the **password**;
- losses that are caused by the same **personal EFT transaction** being incorrectly debited more than once to the same **account**;
- losses resulting from **unauthorised transactions** occurring after notification to **Landmark** that the security of the **password** has been breached;
- losses resulting from **unauthorised transactions** where it is clear to **Landmark** that the **user** has not contributed to such losses.

10.3 Accountholder liability for unauthorised transactions

The **accountholder** is liable for losses resulting from **unauthorised transactions** as provided below:

- Where **Landmark** can prove on the balance of probability that the **user** contributed to the losses through the **user's** fraud or contravention of the security requirements, the **accountholder** is liable for the actual losses which occur before **Landmark** is notified that the security of the **password** has been breached
- The accountholder is also liable where **Landmark** can prove on the balance of probability that the **user** contributed to losses resulting from **unauthorised transactions** because the **user** unreasonably delayed notifying **Landmark** after becoming aware that the security of the **password** has been breached. The accountholder will then be liable for the actual losses which occur between the time the **user** became aware and when **Landmark** was actually notified.
- Failing to adequately protect computer hardware and software against viruses, unsolicited programmes and macros or unauthorized access, monitoring or manipulation.

In the above cases, **you** will be liable for the losses arising from the **unauthorised transaction** but **you** will not be liable for any of the following amounts:

- That portion of the loss incurred on any one day which exceeds the applicable daily transaction limits;
- That portion of the loss incurred in a period which exceeds any other periodic transaction limit applicable to that period;
- That portion of the loss on a nominated account which exceeds the balance of that nominated account (including any pre-arranged credit); and
- Losses incurred on any accounts accessed using the **Finance Online Plus** which **you** did not agree to be included.

Where **we** can prove on the balance of probabilities that the **user** has contributed to losses in respect of a nominated **account** resulting from an **unauthorised transactions** by unreasonably delaying notifying us of the unauthorised use of a **password**, or that the **password** has become known to someone else, **you** will be liable for the losses which occur between the time when the **user** became aware of unauthorised use or the breach of security and the time when **we** were actually notified but **you** will not be liable beyond the limits set out in paragraphs I, II, III and IV above.

Where a **password** was required to perform the **unauthorised transaction**, **your** liability for any loss in respect of a nominated **account** arising from an **unauthorised transaction**, if the loss occurs before **you** notify us of the unauthorised use of a **password** or the **password** becoming known to someone else, is the lesser of:

- \$150;
- The balance of the **account** (including any pre-arranged credit) accessed through **Finance Online Plus**; or
- The actual loss incurred.

10.4 User's responsibilities under the EFT Code

- Where **Landmark** provides the **user** with a **password**, the **user** must:
 - Not voluntarily disclose the **password** to anyone including a family member or friend, except when **you** are creating a **user**;
 - Not act with carelessness in failing to protect the security of the **password**; and
 - Not record the **password** (without making any reasonable attempt to protect the security of the **password** record) on the one article or on several articles so that they are liable to loss or theft simultaneously.

- Where **Landmark** allows the **user** to select a **password**, or change the **user's password**, the **user** must not select:
 - a numeric code which represents the **user's** birth date; or
 - an alphabetical code which is a recognisable part of the **user's** name.

Either of these selections may mean **you** are liable for losses caused by **unauthorised transactions** caused by a breach of the security of the **password**.

10.5 Failure of **Landmark** equipment or **Landmark** system

Landmark will be liable to **users** for losses that **users** suffer and that are caused by the failure of **Landmark's** equipment or **Landmark's** system to complete a **personal EFT transaction** accepted by **Landmark's** system or **Landmark's** equipment in accordance with the **user's** instructions.

However, where the **user** should have been aware that **Landmark's** equipment or **Landmark's** system was unavailable for use, or was malfunctioning, **Landmark's** responsibilities will be limited to the correction of any errors in the **accountholder's account** and the refund of any charges or fees imposed on the **accountholder** as a result. **Landmark** will also not be liable for any losses caused by the failure of **Landmark's** equipment or **Landmark's** system where **Landmark's** system or **Landmark's** equipment had not accepted the **personal EFT transaction**.

10.6 Advising **Landmark**

If the **user** believes the security of the **user's password** has been breached, the **user** must advise **Landmark** Support as soon as possible. Once **Landmark** has been notified of these matters the **accountholder's** liability for further **personal EFT transactions** will be limited. Where telephone facilities for notification are not available during particular periods, any losses occurring during these periods that were due to non-notification are deemed to be the liability of **Landmark**, providing notification is made to **Landmark** within a reasonable time of the facility again becoming available. **Landmark** will acknowledge the **user's** report and the **user** should record or retain this acknowledgment.

11. Allocation of liabilities for all transactions other than personal EFT transactions

11.1 **You** are not liable for any losses:

- Where it is clear that a **user** has not contributed to those losses;
- to the extent that they are caused by the fraudulent or negligent conduct of **Landmark's** employees or agents;
- Resulting from **unauthorised transactions** occurring after **you** notify **Landmark** that a **user's password** has become known to someone else.

11.2 Where it is clear that a **user** has contributed to the losses because a **user** has failed to comply with clauses 6 or **you** unreasonably delay in notifying **Landmark** under clause 24, then **you** are liable for those losses except for that portion of the losses incurred which exceed the balance of **your account(s)** (including any prearranged credit facility) or that portion of the losses incurred which exceed the total amount **you** are able to withdraw from **your** account(s) on the days the unauthorised use took place.

12. Malfunctions and Breakdowns

12.1 **You** acknowledge that, subject to **your** rights implied at law which cannot be excluded, **Landmark** is not liable for any loss or damage caused directly or indirectly to a **user** by:

- Any breakdown or interruption in the **service** due to circumstances beyond **Landmark's** control;
- Any corruption of data and any breakdown, interruption or errors caused to a **user's** computer or computing equipment as a result of using the **service** or as a result of software being downloaded to a **user's** computer for the purposes of the **service**;
- The failure of the **service** to perform in whole or in part any function which **Landmark** has specified it will perform;
- Any delays or errors in the execution of any **transaction** or instruction in respect of an **account** because of any breakdown or interruption in the **service** due to circumstances beyond its control;
- Party to a payment instruction made by a **user** not receiving funds because of a problem with the information provided by the **user** (for example, where a **user** provides **Landmark** with the wrong **account** number);
- Any delays or errors by other parties (for example, the failure of a financial institution to credit or debit an **account** in a timely manner); or
- Any refusal by a party (other than **Landmark**) to a payment instruction to accept, or acknowledge receipt of, the funds the subject of that payment instruction.

If our equipment malfunctions and **you** are not reasonably aware that it has malfunctioned, then **we** will make adjustments for reasonable interest costs and charges relating to any **transaction** not processed in accordance with **your Finance Online Plus** request.

In no circumstances whatsoever (including negligence) will **Landmark** be liable to **you** or anyone claiming through **you** for any loss or damages as a result of interruption to business, loss of actual or anticipated profit, loss of opportunity or any other consequential loss of that nature caused or contributed to by use of or arising from the **service**, other than interest on **your Finance Online Plus account** as provided under these Terms & Conditions of Use to which **you** would have otherwise been entitled. This paragraph does not apply to **personal EFT transactions**.

13. Landmark's Responsibilities

13.1 Subject to clause 10.5 (which applies to **personal EFT transactions** only) **you** acknowledge that, subject to **your** rights implied at law which cannot be excluded, **Landmark** need not act, or may delay acting, on any instruction given to it by a **user** through the use of the **service**, including processing any instruction on the next **business day** after the instruction is given and **you** acknowledge that **Landmark** is not liable for any loss or damage caused directly or indirectly to a **user** as a result of **Landmark's** failure to act or delay in acting.

13.2 **You** acknowledge that the correctness of information about an **account** which a **user** obtains through the **service** is subject to verification by **Landmark** as part of its normal procedures and reflects the entries that have been posted to the relevant **account** at the time the information is obtained.

14. Changes by Landmark

14.1 In addition to the other changes **Landmark** may make to these terms and conditions which are detailed in these terms and conditions, **Landmark** may change any other of these terms and conditions (including by imposing new fees and charges, changing the amount, type or method of calculation of fees and charges payable). **Landmark** will make any changes in accordance with these terms and conditions, any applicable legislation and industry codes (including, where applicable, the **EFT Code**).

14.2.1 Subject to any applicable law and industry codes (including, where applicable, the **EFT Code**), **Landmark** will notify **you** of any other changes no later than the day that the change takes effect by:

- A notice on or with **your account** statement or by any other notice in writing ;
- Press advertisement; or
- A notice in our branches,
- A notice on our logon page;
- Sending **you** an e-mail (where **you** have previously permitted us to send **you** notices by e-mail); or
- Any other method permitted or required by law.

14.2.2 You are deemed to have accepted the amended Terms and Conditions of Use from time to time when **you**:

- Click on "I accept" on the **Finance Online Plus** website on the first occasion after **Landmark** has notified **you** of the relevant change referred to in 14.2.1.

Or

- When you next login into **Finance Online Plus** using the phone **service** after **Landmark** has notified **you** of the relevant change referred to in 14.1.

14.3 Important alterations

If the **EFT Code** applies, **Landmark** will give **accountholders** at least 20 days (or, where applicable legislation requires a longer notice period, that longer period) written notice of:

- any change to or imposition of a daily or other periodic **transaction** limit; or an increase in the **accountholder's** liability for losses relating to **EFT transactions**; or
- Impose or increase charges relating solely to an **accountholder's** use of an access method, or the issue of an additional or replacement access method.

If the **EFT Code** does not apply **Landmark** will give **accountholders** notice of:

- any change to or imposition of a daily or other periodic **transaction** limit; or
- an increase in the **accountholder's** liability for losses relating to **EFT transactions**;
or
- Impose or increase charges relating solely to an **accountholder's** use of an access method, or the issue of an additional or replacement access method in advance of the date the change takes effect.

14.4 Other variations

Unless otherwise specified in these terms and conditions, or separately agreed between **you** and **Landmark**, **Landmark** will give **you**, and **you** agree to accept, notice of the changes set out below in the following manner:

- notice of changes to government fees and charges will be given by media advertisement, in writing or electronically as soon as practicable but no later than 3 months after, the change takes effect; and
- notice of any other changes to these terms and conditions will be given by media advertisement, in writing or electronically before the change takes effect.

14.5 However, to the extent permitted by any applicable legislation and industry codes **Landmark** reserves the right not to give advance notice when changes are necessitated by an immediate need to restore or maintain the security of **Landmark's Finance Online Plus** systems or individual **accounts**.

14.6 Number and type of accounts

There may be a limit to the number and type of **accounts** which can be accessed by means of the service. **You** will be advised of the **accounts** and **transactions you** can undertake using the service when **you** sign up to the service. **You** may also refer to the Account Fees brochure for transactions, savings and investment **accounts** for further details.

15. Fees

15.1 You must pay **Landmark's** fees relating to the **service**, including the use of the **service**, in accordance with clauses 15.2 to 15.5.

15.2 Landmark may debit **your account** with its fees relating to the **service**, including the use of the **service**, the amount and nature of which are detailed in the **Account Fees** brochure as applicable and which is available from **Landmark** at any time.

15.3 If there are insufficient funds in **your account**, **you** authorise **Landmark** to debit relevant fees or charges to the relevant **account** even if that causes the relevant **account** to become overdrawn. Alternatively, **Landmark** may require **you** to pay the fees in any other manner **Landmark** determines.

15.4 If **you** close your account, **Landmark** will automatically select another **account** to which fees and charges relating to the **service** may be debited. If no **account** satisfactory to **Landmark** exists, **Landmark** may immediately cancel the availability of the **service** to **you** until such time that **you** open an **account** satisfactory to **Landmark** or **Landmark** may require **you** to pay the fees in any other manner **Landmark** determines.

15.5 You can obtain details of our current fees and charges from **your** local **Landmark** branch or by calling 1800 622 015 between 8.00am and 5.00pm **WST** on **business days**.

At the date of issue of these terms and conditions, the provision of Finance Online Plus does not attract a fee.

16. Transactions to External Accounts

16.1 Where **you** are transferring funds from **your Landmark account** to external **accounts** with other financial institutions, **Landmark** reserves the right to limit the value of such **transactions** in accordance with the following provisions:

- The default limit has been set at \$10,000.
- **You** may request an increase in the limit.
- **Your** request is subject to **Landmark's** approval.
- **Landmark** reserves the right to accept or reject any such request within its complete discretion and without giving reasons for its decision.

17. Cancellation of Finance Online Plus

17.1 Landmark may suspend, withdraw or deny access to a **user** of **Finance Online Plus** or cancel electronic access to **your** nominated **account** at any time without notice, for any reason, including (but not limited to):

- If **Landmark** suspects that **Finance Online Plus** or **your account** has been, or may be, used fraudulently;
- unsatisfactory **account** operation;
- A default or non-compliance occurring in relation to these Terms & Conditions of Use; or
- To prevent loss to either **you** or **Landmark** (or both).

We may suspend electronic access to **your** nominated **account** at any time without notice if **we** consider a security issue has arisen, or is likely to arise, which requires further investigation. The suspension of access does not affect **your** obligations under these terms and conditions.

To end **your** use of **Finance Online Plus**, or cancel a **users** electronic access to **your** nominated **account**, **you** can call us on 1800 622 015, email rfs@landmark.com.au or write to us at **Landmark** Operations Limited, Financial Services , PO Box 7467 Cloisters Square, Perth WA 6850

18. Account Statements

18.1 Landmark will give **you** a statement of **account** at least once in each 6 month period. However statements will be issued more frequently than this where the terms and conditions applicable to the particular **account** specify this or where more frequent statements are required by law.

You should always examine each statement and notify us promptly if **you** notice any errors or **unauthorised transactions**.

By accessing the **Finance Online Plus** website, **you** will be able to view a statement of **your** monthly **account** upon selecting that option.

19. Account records

19.1 You should check **your account** records carefully and promptly report to **Landmark** as soon as **you** become aware of any **transaction** that **you** think are errors or are **transactions** that **you** did not authorise or **you** think were made by someone else without **your** permission.

20. Finance Online Plus Contact Details

20.1 If **you** need assistance with **Finance Online Plus**

- On **business days**, contact us on 1800 622 015, between 8.00am and 5pm **WST**.
- Write to us at:
Landmark Operations Limited
Financial Services
PO Box 7467 Cloisters Square, Perth WA 6850

or

- Send a message to us using the secured e-mail facility available within **Finance Online Plus**;

or

- Email us at rfs@landmark.com.au.

Landmark may write to **you** at an address currently recorded on our system or, if **you** have previously permitted us to do so, electronically.

21. BPAY®

21.1 Terms and Conditions of Use for BPAY

Landmark is approved as a Payer Institution Member (PIM) of **BPAY**

This is an electronic payments scheme through which **Landmark** can be asked to make payments on **your** behalf to organisations who are registered billers with the **BPAY**.

Landmark will tell **you** if it ceases to be a member of **BPAY**.

Landmark may also be a biller of the scheme.

As a Payer Institution Member, **Landmark** receives a payment from **BPAY Pty Ltd** of \$0.455 (inclusive of GST) per bill payment made by **you** using **BPAY**.

21.2 How to use **BPAY**

- A **BPAY Payment** can be made from any **account** provided:
 - **Landmark** will allow transfers from the **account**;
 - There are sufficient funds or credit available in the **account** to meet the value of the **BPAY Payment**; and
 - The relevant biller agrees to accept the **account**.
- **You** acknowledge that the receipt by a biller of any mistaken or erroneous payment does not, or will not, constitute under any circumstances part or whole satisfaction of any underlying debt owed between **you** (or any **authorised user**) and that biller.

21.3 Valid payment direction

Landmark will treat an instruction to make a **BPAY Payment** as valid if, when the instruction is given to **Landmark** or **User ID** and **password** is used correctly.

21.4 Information **you** must give **Landmark**

To instruct **Landmark** to make a **BPAY Payment**, **you** or any **authorised user** must:

- Enter the correct or **User ID** and **password**;
- Enter and select the appropriate biller code;
- Select the appropriate 'from' **account**;
- Enter the customer reference number (in some cases, this may be **your account** number but will vary from biller to biller) with that biller
- Enter the amount to be paid; and
- Confirm the details entered (if correct).

You acknowledge that **Landmark** is not obliged to affect a **BPAY Payment** if **Landmark** is not given all of the above information or if any of the information given to **Landmark** is inaccurate.

21.5 Payments

- **Landmark** will not accept an order to stop a **BPAY Payment** once instructed to make that **BPAY Payment**.
- **You** and any **authorised user** must notify **Landmark** immediately if **you** (or any **authorised user**) become aware of making a mistake (except for a mistake as to the amount meant to be paid for those errors, see clause 21.6 following) when instructing **Landmark** to make a **BPAY Payment**, or if **you** or (or any **authorised user**) did not authorise a **BPAY Payment** that has been made from **your account**. Clause 21.7 describes when and how **Landmark** may arrange for such a **BPAY Payment** (other than in relation to a mistake as to the amount **you** must pay) to be refunded.

- Billers who participate in **BPAY** have agreed that a **BPAY Payment** you make will be treated as received by the biller to whom it is directed:
 - on the date that **BPAY Payment** is made, if **Landmark** is told to make the **BPAY Payment** before **Landmark's** cut-off time for **BPAY Payments** on a **business day**; or
 - on the next **business day**, if **Landmark** is told to make a **BPAY Payment** after **Landmark's** cut-off time for **BPAY Payments** on a **business day**, or on a **non-business day**.

21.6 BPAY Payment and system cut-off

Billers participating in **BPAY** will treat **BPAY Payments** you received according to the table below

If the BPAY Payment is made	Payment will register as received
Before 6.00pm Sydney time on a business day	On the date that you make the BPAY Payment
After 6.00pm Sydney time on a business day	On the next business day
On a non-business day	On the next business day

- A delay might occur in the processing of a **BPAY Payment** where:
 - There is a public or bank holiday on the day after **Landmark** is told to make a **BPAY Payment**;
 - **Landmark** is told to make a **BPAY Payment** either on a day which is not a **business day** or after **Landmark's** cut-off time for **BPAY Payments** on a **business day**;
 - Another financial institution participating in **BPAY** does not comply with its obligations under **BPAY**; or
 - A biller fails to comply with its obligations under **BPAY**.
- While it is expected that any delay in processing for any reason set out in clause 59 will not continue for more than one **business day**, any such delay may continue for a longer period.
- **You** and any **authorised user** must be careful to ensure that **Landmark** is told the correct amount to be paid. If **you** or any **authorised user** instruct **Landmark** to make a **BPAY Payment** and **you** or they later discover that:
 - The amount **Landmark** was told to pay was greater than the amount needed to be paid, **you** must contact the biller to obtain a refund of the excess; or
 - The amount **Landmark** is told to pay was less than the amount needed to be paid, **you** can make another **BPAY Payment** for the difference between the amount actually paid to a biller and the amount needed to be paid.

21.7 Liability for mistaken payments, unauthorised transactions and fraud

- If under this clause **you** are liable for an unauthorised or fraudulent payment as result of a BPAY billing error and the payment is a **personal EFT transaction**, then **your** liability is limited to the lesser of:
 - The amount of that unauthorised or fraudulent payment; and
 - The limit (if any) of **your** liability set out in clause 10.2 to and including clause 10.6 of this document.

If (II) applies, then **Landmark** will be liable to **you** for the difference between the amount for which **you** are liable and the amount of the unauthorised or fraudulent payment.

- **Landmark** will attempt to make sure that **BPAY Payments** are processed promptly by the participants in **BPAY**, including those billers to whom **BPAY Payments** are to be made. **You** or any **authorised user** must tell **Landmark** promptly if **you** or they:
 - Become aware of any delays or mistakes in processing **BPAY Payments**;

- Did not authorise a **BPAY Payment** that has been made from **your account**; or
- Think that **you** have been fraudulently induced to make a BPAY Payment. **Landmark** will attempt to rectify any such matters in relation to **your BPAY Payments** in the way described in this clause. However, except as set out in clauses 10.2 to 11.2 and clause 22, **Landmark** will not be liable for any loss or damage (including consequential loss or damage) **you** or any **authorised user** suffer as a result of using **BPAY**.
- The longer the delay between when **you** tell **Landmark** of the error and the date of **your BPAY Payment**, the more difficult it may be to perform the error correction. For example, **Landmark** or **your** biller may not have sufficient records or information available to **Landmark** to investigate the error. If this is the case, **you** need to demonstrate that an error has occurred, based on **your** own records, or liaise directly with the biller to correct the error.
- If a **BPAY Payment** is made to a **person** or for an amount which is not in accordance with **your** instructions (if any), and **your account** was debited for the amount of that payment, **Landmark** will credit that amount to **your account**. However, if **you** or any **authorised user** were responsible for a mistake resulting in that payment and **Landmark** cannot recover within 20 **business days** of **Landmark** attempting to do so the amount of that payment from the **person** who received it, **you** must pay **Landmark** that amount.
- If a **BPAY Payment** is made in accordance with a payment direction which appeared to **Landmark** to be from **you** or on **your** behalf but for which **you** did not give authority, **Landmark** will credit **your account** with the amount of that unauthorised payment. However, **you** must pay **Landmark** the amount of that unauthorised payment if:
 - **Landmark** cannot recover within 20 **business days** of **Landmark** attempting to do so that amount from the **person** who received it; and
 - The payment was made as a result of a payment direction which did not comply with **Landmark's** prescribed security procedures for such payment directions.
- If a **BPAY Payment** is induced by the fraud of a **person** involved in **BPAY**, then that **person** should refund **you** the amount of the fraud-induced payment. However, if that **person** does not refund **you** the amount of the fraud-induced payment, **you** must bear the loss (including any consequential loss) unless some other **person** involved in **BPAY** knew of the fraud or would have detected it with reasonable diligence, in which case that **person** must refund **you** the amount of the fraud-induced payment.
- If a **BPAY Payment** **you** or any **authorised user** has made falls within the type described in clause 22, then **Landmark** will apply the principles stated in clause 21.7. Except where a **BPAY Payment** falls within the type referred to in clause 22, the **BPAY Payments** are irrevocable. No refunds will be provided by **BPAY** where **you** or an **authorised user** has a dispute with the biller about any goods or services **you** or the **authorised user** may have agreed to acquire with the biller. Any dispute must be resolved with the biller.

22. Biller consent

22.1 If **you** tell **Landmark** that a **BPAY Payment** made from **your account** is unauthorised, **you** must first give **Landmark** **your** written consent addressed to the biller who received the **BPAY Payment**, consenting to **Landmark** obtaining from the biller information about **your account** with that biller or the **BPAY Payment**, including **your** customer reference number and such information as **Landmark** reasonably requires to investigate the **BPAY Payment**. If **you** do not give **Landmark** that consent, the biller may not be permitted under law to disclose to **Landmark** the information **Landmark** needs to investigate or rectify that **BPAY Payment**.

23. Privacy

23.1 If you register to use **BPAY**, you

agree to **Landmark** disclosing to billers nominated by you and, if necessary, **BPAY Pty Ltd** or any other participant in **BPAY** and any agent appointed by any of them from time to time, including Indue Limited, that provides the electronic systems needed to implement the **BPAY**:

- Such of **your** personal information (for example **your** name, email address and the fact that **you** are a customer) as is necessary to facilitate your registration for, or use of **BPAY**;
- Such of **your** transactional information as is necessary to process **your BPAY Payments** and **your** use of **BPAY View**. **Your BPAY Payments** and **BPAY View** information will be disclosed to **BPAY Pty Ltd**, through its agent, the biller's financial institution.

You must notify **Landmark** immediately:

- Landmark Operations Limited
Financial Services
PO Box 7467 Cloisters Square
Perth WA 6850

if any of **your** personal information changes and **you** consent to **Landmark** disclosing **your** updated information to all other participants in **BPAY** referred to in clause 62 as necessary.

24. Complaints, Errors, Disputes.

If you have a complaint

If **you** have a complaint please contact **us** on 1800 622 015 or email **us** on **complaints@landmark.com.au**

If **we** cannot satisfactorily resolve **your** complaint quickly, **we** may need to escalate the complaint. If this occurs, **we** will confirm this with **you**, and **we** may ask for further information.

We will try to respond within 7 days of the complaint being lodged.

If **you** still do not get a satisfactory outcome, **you** can take **your** complaint to the Financial Industries Complaints Service (FICS) by calling 1300 780 808.

24.1 Investigation Result

On the completion of our investigation, **we** shall promptly advise **you** in writing of the outcome of our investigation and give **you** the reasons for our decision with reference to the relevant provisions of these terms and conditions.

If **we** discover that **your** nominated **account** has been incorrectly debited or credited, **we** will adjust **your** nominated **account** accordingly (including any interest and charges) and notify **you** in writing of the amount of the adjustment.

If **Landmark** concludes from its investigations that **your account** has not been incorrectly debited or credited, or in the case of **unauthorised transactions**, that **you** have contributed to at least part of the loss occasioned by the unauthorised use, **Landmark** will supply **you** with copies of any document or other evidence on which **Landmark** based its finding and will advise **you** in writing whether there was any system or equipment malfunction at the time of the **transaction**.

24.2 Further review

If **you** are not satisfied with **Landmark's** findings **you** may request, in writing, a review of these findings by **Landmark's** Complaints Officer. Please direct such requests in writing to:

- Landmark Operations Limited
380 La Trobe Street
Melbourne, VIC 3000
Attention: The Complaints Officer

If, after **we** have followed the above procedures, **you** are not satisfied with the findings **you** can contact FICS at:

Financial Industry Complaints Service
PO Box 579
Collins Street West
Melbourne Vic 8007

24.3 EFT Code of Conduct

Landmark warrants that it will comply with the **EFT Code** of Conduct for all **personal EFT transactions**.

25. Notices and Electronic Communications

25.1 Notices, certificates, consents, approvals and other communications in connection with this agreement from **you** must be given using the **service** unless:

- Otherwise specified in this agreement; or
- **Landmark** otherwise determines.

25.2 **You** agree that notices, certificates, consents, approvals and other communications in connection with this agreement from **Landmark** may be given electronically:

By electronic mail to **your** nominated electronic address; or

By being made available at **Landmark's** website using the **service**, unless **you** request otherwise

Where communications are made available using the **service**, **Landmark** will provide **you** with the ability to readily retrieve the information (for example, by providing a link to **Landmark's** website).

- **You** may request a paper copy of a communication given electronically if **you** request the paper copy within 6 months of the electronic copy being received or made available.
- A communication is deemed to be received when the communication enters the recipient's designated information system or is capable of being viewed from a recipient's computer and is effective when received even if no **person** is aware of its receipt.
- For the purposes of notices sent by electronic mail and the Electronic Transactions Act, the server on which the mailbox for the designated address resides is to be taken to be the recipient's designated information system.
- A communication is deemed to be sent from where the sender has their place of business and is deemed to be received where the recipient has their place of business. For the purposes of this clause:
 - if the sender or recipient has more than one place of business, the place of business is the sender's or recipient's principal place of business; and

- if the sender or recipient does not have a place of business, the place of business is the sender's or recipient's last known residential or mailing address.

26. Governing law

26.1 This agreement and the **transactions** contemplated by this agreement are governed by the law in force in Victoria and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of those courts.

27. Accounts with Other Entities

27.1 Where an **account** is maintained with an entity other than **Landmark**, **you** agree that these terms and conditions including, but not limited to, the terms and conditions with respect to accepting and acting on a **user's** instruction, the irrevocable nature of such instructions, the allocation of liability (including **your** indemnity) and the responsibilities of **Landmark** (including any releases provided by **you**) also apply for the benefit of that other entity.

These terms and conditions apply as at and from 9 April 2008

Download a copy of the [Landmark Finance Online Plus Terms & Conditions \(PDF 113 Kb\)](#)

Note: To download the [Landmark Product Disclosure Statement \(PDS\)](#) (PDF 6810 Kb) for Finance Online *Plus* **you** will require [Acrobat® Reader](#)

For more information, visit www.landmark.com.au or call the **Landmark** Helpline on 1800 622 015 or visit **your** local **Landmark** branch.