

DEFENCE BANK INTERNATIONAL MONEY TRANSFERS

TERMS AND CONDITIONS

Effective 24 January 2019



1. General

- 1.1 *You* signify *your* agreement to these terms and conditions (*IMT terms*) when you first request we provide *you* with an international money transfer (*IM Transfer*)
- 1.2 Italicised words have a special meaning as explained at the end of these *IMT terms* or in the *general account terms*.

2. Applicable terms and conditions

- 2.1 These *IMT terms* as amended from time to time apply each time *we* make an *IM Transfer* at *your* request.
- 2.2 Subject to sub clause (3) the *general account terms* also apply when *we* make an *IM Transfer* at *your* request and debit *your nominated account* with the Australian dollar equivalent of the amount of the *IM Transfer*.
- 2.3 The provisions in the *general account terms* dealing with *mistaken internet payments* do not apply to *IM Transfers*.
- 2.4 To the extent of any inconsistency between the *general account terms* and these *IMT terms*, these *IMT terms* prevail.

3. We are the provider of IM Transfers

- 3.1 *We* provide the *IM Transfers* to *you* and *your* dealings are with *us*.
- 3.2 *We* have entered into an arrangement with Western Union Business Solutions (Australia) Pty Limited (WUBS) for them to assist *us* in facilitating the making of *IM Transfers*.
- 3.3 When we act on *your* request to make an *IM Transfer* WUBS will make that transfer on *our* behalf.
- 3.4 *You* do not have a relationship with *WUBS*. *Your* relationship is solely with *us*.

4. Requesting an IM Transfer

- 4.1 *You* may request *we* make an *IM Transfer* via *online banking*, *mobile banking* or in person at one of *our* branches.
- 4.2 When *you* request an *IM Transfer* *you* must provide *us* with all the information and documentation *we* require.

- 4.3 Before *you* are able to request an *IM Transfer* via *online banking* or *mobile banking* you must first apply for and register for the *IM Transfer* service.
- 4.4 We may cancel or block *your* access to make an *IM Transfer* via *online banking* or by *mobile banking* at any time, for any reason, in *our* absolute discretion.
- 4.5 We may accept or reject any request by *you* for an *IM Transfer* in *our* sole and absolute discretion.
- 4.6 If we decline a request to make an *IM Transfer* we do not have to give any reason why *your* request was declined.
- 4.7 *You* must read and understand the clauses of these terms respectively headed "IMPORTANT WARNING AND DISCLAIMER" and "Our Liability in Respect to IM Transfers" before you request an *IM Transfer*.

5. Quote for and making an IM Transfer

- 5.1 When *you* request an *IM Transfer*, we will provide *you* with a quote for the making of the *IM Transfer* which *you* may accept.
- 5.2 When you accept a quote for the provision of the IM Transfer that constitutes:
- (a) *your* acceptance of the IMT terms applicable at the time of acceptance of the quote;
 - (b) *your* authority for *us* to make the *IM Transfer* for *you*, and
 - (c) *your* authority for *us* to debit the amount of the *IM Transfer* requested (in Australian dollar equivalent) to *your nominated account* including the cost of any applicable fees and charges payable to *us* as advised to *you*.
- 5.3 We do not have to make an *IM Transfer* if there are insufficient funds in *your nominated account*.

6. Fees and Charges

- 6.1 Fees and charges relating to making *IM Transfers* and other *IM Transfer* services we provide may apply and are detailed either on the quote we provide to *you* in respect to an *IM Transfer* or in *our fees and charges brochure* as amended from time to time.
- 6.2 There may be fees and charges on *your nominated account* that also apply.

7. Accuracy of information provided

- 7.1 *You* are responsible for the completeness and accuracy of the information *you* provide to in relation to a request for an *IM Transfer*.
- 7.2 If *you* believe *you* have made a mistake when providing information in relation to an *IM Transfer* request, *you* should contact *us* immediately.

8. Cancelling recalling and reversing an IM Transfer

- 8.1 When *you* accept *our* quote for the making of an *IM Transfer*, the *IM Transfer* will generally be made by *us* immediately thereafter and *you* will not be able to cancel the request once the quote has been accepted by *you*.
- 8.2 *You* have no right to request that *we* recall or reverse an *IM Transfer* once made.
- 8.3 Generally an *IM Transfer* once made cannot be recalled or reversed. However, *you* may still request that *we* make contact with *WUBS* to request that they attempt to recall or cancel the *IM Transfer*. *We* will notify *you* of the response of *WUBS* to any such request made
- 8.4 *Your* right to cancel or seek a recall or reversal of an *IM Transfer*, or obtain a refund, is governed by these *IMT terms*, not the *general account terms*.

9. Daily Limits

- 9.1 *We* may impose limits on the individual and aggregate value of *IM Transfers* permitted.
- 9.2 These limits may be different from limits that apply to other payment types.
- 9.3 These limits will be notified to *you* from time to time.
- 9.4 *We* are not required to notify *you* of limit changes in advance.
- 9.5 *We* will inform *you* of any applicable limits on request.

10. IMPORTANT WARNING AND DISCLAIMER

- 10.1 By requesting an *IM Transfer* *you* acknowledge and agree that the *IM Transfer* is undertaken solely at *your* own risk.
- 10.2 Neither *we*, nor *WUBS* or any of their or *our* subsidiary companies or agents are liable for any

delay, rejection, blocking, mistake or omission which may occur directly or indirectly relating to the *IM Transfer's* payment, transmission, misinterpretation when received, any failure to identify the payee or a failure to make a payment to the intended recipient (however caused) or the application of any applicable laws or regulatory constraints.

- 10.3 In sending IMTs, *WUBS* may use correspondent and/or intermediary banks around the world to forward and process payments. Some of these banks may levy other processing charges which may vary between banks and countries. Where applicable, these charges are deducted from the transmitted funds and will result in the beneficiary receiving a lesser amount than that transmitted.
- 10.4 It is important to note that IMT transactions are subject to applicable laws and regulatory constraints. *You* acknowledge and accept that:
- (a) funds may be delayed or services may be unavailable based on certain transaction conditions, including amount sent, destination country, currency availability, regulatory and foreign exchange issues, required receiver action(s), identification requirements, agent location hours, differences in time zones, or selection of delayed options. Additional restrictions may apply.
 - (b) applicable laws prohibit banks and money transmitters from doing business with certain individuals and countries. *WUBS* screens all transactions against lists of names provided by the governments of the countries in which *WUBS* does business, including the US Treasury Department's Office of Foreign Assets Control (OFAC) and the European Union. If a potential match is identified, *WUBS* investigates the transaction to determine whether the name matched is the individual on the relevant list. On occasions, *you* or recipients of the *IM Transfer* are required to provide additional identification or information, delaying transactions. *You* agree to comply with any request *we*

make to provide additional identification or information. This is a legal requirement for all transactions processed by *WUBS* (inclusive of transfers that originate and terminate outside of the US).

11. Our Liability in Respect of IM Transactions

11.1 *You* agree that subject to *your* rights, which are implied by law and which cannot be excluded by these IMT terms, neither *we* nor *WUBS* will (other than in the case of fraud, negligence or wilful default) be liable for any loss or damage *you* may suffer or liability which *you* may incur as a direct or indirect consequence of any of the following:

- (a) the provision or non-provision of any *IM Transfer*;
- (b) the processing or failure to process a request for an *IM Transfer* or any other services related to an *IM Transfer*
- (c) a breakdown or interruption in any computer system, *online banking* or *mobile banking* or the availability of the *IM Transfer* services due to circumstances which are not under *our* direct control;
- (d) corruption of data or any breakdown or interruption to *your* computer or any other equipment utilised to access *online banking*, *mobile banking* or the *IM Transfer* services;
- (e) any error or delay in the execution of any *IM Transfer* instructions *you* provide to *us* if the error or delay is due to circumstances not under *our* or *WUB*'s direct control, or
- (f) a refusal to receive or action any *IM Transfer* request made by *you* or to provide *IM Transfer* services to *you*.

11.2 *You* agree that in the event of a breakdown or interruption to the *IM Transfer* services or any failure or an error in any transmission of information in respect of the provision of IMT services or *online banking* or *mobile banking*, neither *we* nor *WUBS* will (other than in the case of fraud, negligence or wilful default) be liable for any resulting loss except that *we* will:

- (a) reverse any erroneous entry to *your nominated account* caused by the malfunction
- (b) refund any charges or fees imposed as a result; and
- (c) re-transmit any information and/or repeat any interrupted service or process, as appropriate.

11.3 Under no circumstances will *we* or *WUBS* be liable for any consequential, indirect or economic loss or damage which may be suffered by *you*.

11.4 Neither *we* nor *WUBS* are responsible for any direct, indirect or consequential loss suffered by *you* or any other person as a result of:

- (a) any error or omission in the instructions and information you provide when requesting an *IM Transfer*, or
- (b) any delay, rejection, blocking, mistake or omission which may occur directly or indirectly relating to an *IM Transfer* payment's transmission, misinterpretation when received, any failure to identify the payee or a failure to make a payment to the intended recipient (however caused) or the application of any applicable laws or regulatory constraints.

12. Privacy and confidentiality

12.1 In order to provide *you* with *IM Transfer* services, *we* will need to disclose *your* personal information to *WUBS* and they in turn will need to disclose *your* personal information to their service providers, correspondent banks and others.

12.2 If *we* do not disclose *your* personal information to *WUBS* and they in turn to their service providers, correspondent banks and others, *we* will not be able to provide *you* with *IM Transfer* services.

12.3 *You* agree to *us* disclosing to *WUBS*, and they in turn to their service providers, correspondent banks and others involved in *IM Transfer* services such personal information relating to *you* as is necessary in order for *us* to facilitate the provision of *IM Transfer* services to *you*.

13. Amendment of Terms

- 13.1 *We* may amend these *IMT terms* at any time and from time to time. *You* consent to *us* notifying *you* of any changes electronically by text message or by email or by posting notice of the change on our website. The current *IMT terms* will always be available for *you* to view on *our* website.

14. Communication via SMS or *your* Mobile Device

Without limiting any other means of communicating with *you* under the general account terms, *we* may communicate with *you* by sending an SMS to the phone number of the mobile device *you* have provided to *us*, an email to the email address *you* have provided to *us* or by writing to *you* at the address *you* have provided to *us*. The SMS or notice may include a link to detailed information on *our* website.

15. Severability

If any provision or part of a provision of these *IMT terms* is illegal, invalid or unenforceable, it will be severed from these *IMT terms* and the remaining provisions (or parts of provisions) will continue in full force and effect.

16. Definitions

Expressions italicised in these *IMT terms* have the meanings set out below:

DPS Conditions of Use means the Defence Bank Products and Services Conditions of Use;

Fees and charges brochure means the document on *our* website (and available at branches) which sets out *our* general fees and charges including for the making of *IM Transfers*

General account terms means the *DPS Conditions of Use*;

IMT terms means the terms and conditions contained in this document which govern the making of *IM Transfers* and the provision of *IM Transfer* services to *you*;

IM Transfer means the transfer of money to an overseas recipient which may involve the conversion of currency from one denomination to another;

IM Transfer services means the making of International Money Transfers utilising the services of *WUBS* services;

Mistaken internet payments has the same meaning as given to this expression in the *general account conditions*;

Mobile banking means the facility offered by us which enables you to access *online banking* via the Defence Bank App for mobile devices.

Nominated account means an account *you* hold with *us* which *you* nominate is to be debited with the payment amount for any *IM Transfer* and associated applicable fees charges;

Online banking means the facility offered by *us* which enables *you* to request transactions and other services offered by *us* via our website as defined in the *general account conditions*;

WUBS means Western Union Business Solutions (Australia) Pty Limited (ACN 150 129 749);

"***we***" and "***us***" means Defence Bank Limited' and "***you***" and "***your***" means the person requesting the *IM Transfer*.

17. Contact Us

It's easy and convenient to contact *us*.

1800 033 139 (8am to 8pm AEST weekdays)

visit *your* local Defence Bank branch

defencebank.com.au

info@defencebank.com.au

Defence Bank Limited

ABN 57 087 651 385

AFSL/Australian Credit Licence 234582

Head Office,

Level 5, 31 Queen Street Melbourne VIC 3000

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Here's how:



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