

## Netlink Online Banking Terms & Conditions

**IMPORTANT:** Before you use NETLINK (Police & Nurses Credit Society's online banking service), which includes BPAY, please read these Terms and Conditions carefully as your use of NETLINK is governed by these Terms and Conditions. These Terms and Conditions must be read, and operate, in conjunction with your Account terms and conditions and Schedule of Fees and Charges.

Your use of NETLINK signifies your acceptance of these Terms and Conditions. You can view a copy of these Terms and Conditions at any time by accessing this webpage or by visiting any Police & Nurses Branch.

**To safeguard your usage of NETLINK, the Society recommends that you take these steps:**

- Change your Access Code at regular intervals.
- Never reveal your Access Code to any unauthorised person.
- Never write your Access Code down.
- Immediately notify the Society of any change of address.
- Where doubt about the security of your Access Code exists, contact the Society on 13 25 77 and change your Access Code immediately.

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### **1. Definitions**

In these NETLINK Online Banking Terms & Conditions:

**Access Code** means a confidential alphanumeric code chosen by you, which when used with your Society membership number gives you access to NETLINK via [www.pncs.com.au](http://www.pncs.com.au).

**Account** means any savings, investment or loan account held by you with the Society.

**Available Balance** means the funds available in your Account, including any funds lodged in the Account, an unused line of credit or other agreed credit facility made available for the Account. It does not include deposits

received but not cleared in accordance with the policy of the Society nor interest accrued but not credited, nor deposits in transit.

**Day** means a 24-hour period commencing at midnight, Perth time.

**External Third Party Transfer** means a Third Party Transfer that is not to an account another person holds with the Society.

**NETLINK** means the system available as part of the Society's Internet site at [www.pncs.com.au](http://www.pncs.com.au) by which a computer is used to connect you to us via the Internet and carry out a range of transactions and enquiries.

**Receiving Account** means an account to which money is transferred by a Third Party Transfer.

**We, us, our or the Society** means Police & Nurses Credit Society.

**Third Party Transfer** means a transfer of funds from a Transactional Account to:

1. an account another person holds with another financial institution;
2. an account that you hold with another financial institution; or
3. an account another person holds with the Society.

**Transactional Account** means an Account where the terms and conditions of that Account allow you to transfer money at any time. To avoid doubt, please note that a Christmas Club Account is not a Transactional Account.

**Written notice** means notice delivered on paper and does not mean notice delivered by email.

**You** and **your** means the account holder instructing us through NETLINK. It also includes any third party authorised by you to access and/or operate your Accounts ("Authorised User"). This means that you shall be liable for any use of NETLINK in respect of your Accounts and for any failure on the part of any Authorised User to observe these Terms and Conditions.

## **2. Acceptance**

Any use by you of NETLINK indicates your acceptance of these Terms and Conditions.

## **3. Applicability of these Terms and Conditions**

- 3.1. These Terms and Conditions govern your access to your Accounts by NETLINK, and apply to any transaction affected by you using NETLINK.
- 3.2. Each transaction on an Account is also governed by the terms and conditions to which that Account is subject.
- 3.3. In the event of any inconsistency between these Terms and Conditions and other terms and conditions applicable to any of your Accounts, these Terms and Conditions shall prevail.
- 3.4. You agree to perform all your covenants and obligations under these Terms and Conditions, and to comply with these Terms and Conditions in respect of each and every Account.

## **4. Credit union code of practice**

The relevant provisions of the Credit Union Code of Practice apply to these Terms and Conditions.

## **5. Electronic funds transfer code of conduct**

The Society will comply with the Electronic Funds Transfer Code of Conduct where that code applies.

## **6. Using NETLINK**

- 6.1. You must use your Access Code and your Society membership number to use NETLINK and to enable the Society to identify you.

- 6.2. Only those Account holders with a transactional savings account may access NETLINK.
- 6.3. The Society will debit or credit (as the case may be) your Account(s) with the value of all transactions carried out via NETLINK.
- 6.4. Transactions performed using NETLINK will not necessarily be processed to the Account on the same Day.
- 6.5. You authorise and consent to the Society using all or any Account(s) to perform such transactions and to facilitate such debits and/or credits (as the case may be) as you may from time to time direct the Society to do on your behalf using NETLINK.
- 6.6. Not all NETLINK services will be available at all times.

#### **7. Joint account holders**

- 7.1. The holders of an Account which requires two or more signatures to operate the Account are only permitted to use NETLINK for the purpose of viewing the details of those Accounts, and are not permitted to use NETLINK for the purpose of effecting transactions between those Accounts.
- 7.2. If any Account is in the name of more than one person, then the liability of those persons under these Terms and Conditions will be joint and several for transactions carried out on that Account.

#### **8. NETLINK transaction limits**

- 8.1. The Society may limit the amount you may transact via NETLINK on any one day.
- 8.2. Until otherwise advised by the Society, your daily transaction limit is the Available Balance of your Account.
- 8.3. The Society will advise you of any further transaction limits if any such further transaction limits are to apply.

#### **9. Transaction recording**

It is recommended that you record all transactions made by NETLINK for checking against your periodic Account statements. We recommend you record the date, amount transferred and the relevant Accounts that amounts were transferred to and from.

An Effective / Post date column is displayed in NETLINK transaction listings. For some transactions, two dates may appear in this column. The first date shown is the effective date of the transaction. It is necessary to have cleared funds in the account by this date so that the transaction can be processed. The second date shown is the posting date of the transaction. This is the date that the transaction was processed.

#### **10. Information obtained via NETLINK**

- 10.1. Information about your Accounts obtained via NETLINK may not always be completely up to date or correct at the time you obtain that information.
- 10.2. The Society will not be liable to any person for any loss that person suffers as a result of relying on information obtained via NETLINK.

#### **11. Third party transfers**

- 11.1. You can use NETLINK to make a Third Party Transfer. If you wish to make a Third Party Transfer, you should ensure that you make it at least 48 hours (not including hours which fall on weekends or Perth non-business days) before you require the Third Party Transfer to be completed. After you make the transfer, you will receive an e-mail from us confirming the details you input and advising the receipt number. You have provision in NETLINK to select that you do not wish us to send this e-mail receipt.
- 11.2. Liability for Third Party Transfers

- 11.2.1. It is your responsibility to ensure that details advised by you to the Society for Third Party Transfers are correct. If a mistake is made, it is your responsibility to resolve this mistake with the third party. The Society cannot reverse a transaction under which you have authorised the deposit of funds to the account of a third party, unless the third party account holder gives consent.
- 11.2.2. The Society is not liable for any Third Party Transfer made in accordance with instructions that purport to be from you, in accordance with these Terms and Conditions, even if you did not authorise the transfer.
- 11.2.3. If you become aware that:
- a. there are mistakes in the processing of your Third Party Transfer; or
  - b. there has been a transfer made from your account which you did not authorise; you should contact the Society on 13 25 77. We will attempt to rectify any problems associated with your account and your Third Party Transfers. However, the Society will not be liable for any loss you suffer as a result of using NETLINK, except as set out in these Terms and Conditions.
- 11.2.4. If you instruct the Society to make a Third Party Transfer for a certain amount, and the amount transferred is greater than the amount you instructed, then the Society will credit your Account with the difference between the amount you instructed and the amount that was transferred.
- 11.2.5. You should take care in selecting and entering the amount that you wish to transfer. As set out above, the Society is not responsible for Third Party Transfers that are made in accordance with your instructions, or instructions that purport to be from you, and these Terms and Conditions.
- 11.2.6. If you make a Third Party Transfer and discover that the amount you entered is greater than the amount you intended to pay, or you transferred the money to the wrong account or the wrong person, you should contact the recipient of that money and arrange with them for them to refund the money to you.
- 11.2.7. If you make a Third Party Transfer and discover that the amount you entered is less than the amount you intended to pay, you can make another transfer to make up the difference.
- 11.3. Third Party Transfers within the Society  
If you wish to make a Third Party Transfer to an account another person holds with the Society, you must first complete a Third Party Transfer Authority Form in respect of that person and return it to the Society. You can obtain a Third Party Transfer Authority Form by contacting the Society on 13 25 77, or by collecting one from a Branch.
- 11.4. External Third Party Transfers
- 11.4.1. Limit on External Third Party Transfers:  
The total amount of all External Third Party Transfers you make in one Day from all Accounts may not exceed \$5,000.00. The Society may vary the transaction limit from time to time and will advise you of such a change. You may request that this limit be increased for a particular day only. If the Society chooses to allow such a temporary increase, the total amount of all External Third Party Transfers you make on that day on which the limit has been increased, will be the increased limit allowed by the Society for that day. Where you request an increase in the external third party transfer limit on a particular day, that increase may increase your liability in the case of unauthorised transactions.
- 11.4.2. Information required for External Third Party Transfers:  
To make an External Third Party Transfer, you must provide us with the following information:
- a. BSB number of the financial institution in which the Receiving Account is held;
  - b. account number of the Receiving Account;
  - c. account name of the Receiving Account;
  - d. the amount you wish to transfer.
- 11.4.3. We will not be obliged to complete an External Third Party Transfer if:
- a. you do not supply all of the information set out in cause 11.4.2;
  - b. the information you supply is not complete or accurate;
  - c. there is insufficient funds in the Account;

- d. the amount of the transfer would cause you to exceed the limit set out in clause 11.4.1; or
  - e. there is a technical error beyond the control of the Society.
- 11.4.4. Delays in processing External Third Party Transfers:  
A delay may occur in the processing of External Third Party Transfers where:
- a. an External Third Party Transfer is made on, or the day before, a public holiday;
  - b. an External Third Party Transfer is made on a Perth non business day; or
  - c. an External Third Party Transfer is made after the Society has closed for business on a day;
  - d. delay is caused by the other financial institution.
- 11.4.4.1. The Society cannot guarantee that an External Third Party Transfer will be processed in a timely manner by the other financial institution, especially where the other financial institution does not adhere to its obligations regarding the transfer of funds.
- 11.4.4.2. Processing of transfers by other financial institutions:  
The Society cannot guarantee that the other financial institution to which you make an External Third Party Transfer will successfully process the transaction. If you or the other financial institution advise us that your transfer cannot be processed by the other financial institution, then when you advise us of this fact, we will:
- a. credit your Account with the amount of the failed transfer; or
  - b. take reasonable steps to assist you in completing the failed transfer.
- 11.4.4.3. To make sure an External Third Party Transfer has been successfully processed by the other financial institution, you should:
- a. ensure you receive and retain your transfer receipt; and
  - b. check with the other financial institution that your External Third Party Transfer has been received.

## **12. BPAY**

The Society is a member of the BPAY® scheme. You may choose to access the BPAY facility through NETLINK.

*Please view the BPAY Terms and Conditions page on our website that govern your access to and use of BPAY (within the NETLINK service). It is important that you read these Terms and Conditions carefully before you use the BPAY facility.*

## **13. Future dated payments**

You may arrange Future Dated Payments up to 60 days in advance of the time for payment. If you use this option you should be aware that;

- a. you are responsible for maintaining, in the account to be drawn on, sufficient available funds to cover all future dated payments (and any other drawings) on the day(s) you have nominated for payment or, if the Account is a credit facility, there must be sufficient available credit for that purpose.
- b. if there are insufficient available funds or, as relevant, insufficient available credit, the future dated payment will not be made and you will be charged a dishonour fee.
- c. you are responsible for checking your Account transaction details or Account statement to ensure the future dated payment is made correctly.
- d. you should contact us on 13 25 77 if there are any problems with your future dated payment.
- e. you must contact us if you wish to cancel a future dated payment after you have given the direction, but before the date for the payment. You cannot stop a future dated payment on or after that date.

## **14. Periodic account statements**

All transactions carried out via NETLINK will be recorded on the periodic account statement relating to the Account.

## **15. Steps you must take to resolve errors appearing on periodic account statements for NETLINK transactions only**

15.1 It is your obligation to regularly check the statements and transaction receipts sent to you by the Society to identify any transactions which you may not have authorised. If you believe a NETLINK transaction is

wrong or unauthorised, or your periodic Account statement or information provided by NETLINK contains any instances of unauthorised use or errors in respect of a NETLINK transaction, you must immediately notify the Society. As soon as you can, you must also give the Society the following information:

- a. your name, Society membership number and Account type;
- b. the error or the transaction you are unsure about;
- c. an explanation, as clearly as you can, as to why you believe it is an unauthorised transaction or error; and
- d. the dollar amount of the suspected error.

We may request further relevant details from you.

15.2 If we are unable to settle your complaint to your satisfaction immediately, we will advise you in writing of the procedures for further investigation and handling of the complaint.

15.3 Within 21 days of receipt from you of the details of your complaint, we will:

- a. complete our investigation and advise you in writing of the results of our investigation; or
- b. advise you in writing that we require further time to complete our investigation.

15.4. The Society will complete its investigation within 45 days of receiving your complaint unless there are exceptional circumstances. In such circumstances, the Society will let you know of the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where the Society is waiting for a response from you and you have been advised that the Society requires such a response.

15.5 If the Society finds that an error was made and this may include errors that were not the subject of your complaint, it will make the appropriate adjustments to your Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

15.6 When the Society advises you of the outcome of its investigation, the Society will give you reasons for its decision by reference to these Terms and Conditions and the Electronic Funds Transfer Code of Conduct. The Society will also advise you in writing of other avenues of dispute resolution if you are not satisfied Police & Nurses decision, including the right to request that the decision be reviewed by the senior management of Police & Nurses.

15.7 If the Society decides that you are liable for all or any part of a loss arising out of unauthorised use of your Account, the Society will:

- a. give you copies of any documents or other evidence it relied upon in coming to its decision; and
- b. advise you in writing whether or not there was any system malfunction at the time of the transaction.

## **16. Denial of access to NETLINK**

You acknowledge and agree that:

- a. the Society may suspend or terminate your use of Netlink Online banking, without giving you notice, where we reasonably believe the access should be suspended or terminated, for example where we believe that there is a risk of fraud or security breach.
- b. the Society will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such denial.

## **17. What to do if your access code or society membership number has been lost or it is stolen**

If your Access Code or Society membership number has been lost or it is stolen or you suspect that it has become known to an unauthorised user, you must immediately call the Society on 13 25 77 and advise us of the relevant details of the loss, theft or unauthorised use. We will then cancel the Access Code and reset a new temporary Access Code for you.

**It is important that you advise us of these details as soon as possible after you become aware of them as otherwise you may have to bear the loss arising from any unauthorised transactions on your Account(s).**

## **18. Your liability in case of unauthorised use**

- 18.1. You are liable for all transactions carried out by you (including any Authorised User), or by any other person carrying out a transaction with your knowledge and/or consent, regardless of when the transaction is processed to your Account.
- 18.2. You are liable for all transactions and other losses caused by unauthorised use of your Accounts, unless any of the circumstances specified in section 19.3 and 19.4 apply.
- 18.3. You are not liable for losses caused by the following:
- fraudulent or negligent conduct of employees or agents of the Society, or of any organisation involved in networking arrangements; or
  - losses relating to an Access Code or method of access to NETLINK that is forged, faulty, expired, or cancelled;
  - losses occurring before you have received your initial Access Code; or
  - failure of NETLINK to complete a transaction accepted by NETLINK in accordance with your instructions; or
  - a single transaction being debited twice to the same Account.
- 18.4. You are not liable for any unauthorised use of NETLINK:
- if, prior to your report to the Society, in the opinion of the Society, it is clear that you did not contribute to the unauthorised use of NETLINK; or
  - that occurs after you have reported to us that the Access Code has been compromised, misused, lost or stolen or that security has been breached in respect of your Access Code.
- 18.5. You will be liable for any loss of funds arising from unauthorised transactions carried out via NETLINK if the loss occurs before you notify us that your Access Code has been misused, lost or stolen or used without your authorisation and if we prove, on the balance of probabilities that you contributed to the loss through:
- 18.5.1. your fraud, or your failure to keep your Access Code secure by:
- voluntarily disclosing your Access Code to anyone else, other than an Authorised User;
  - writing or indicating the Access Code (without making any reasonable attempt to carefully disguise the Access Code) on any article carried with the details of any Account;
  - allowing anyone other than an Authorised User to use your access to NETLINK;
  - selecting an Access Code that represents your birth date or a recognisable part of your name;
  - acting with extreme carelessness in failing to protect the security of your Access Code;
- 18.5.2. unreasonably delaying in notifying us of the misuse, loss, theft or unauthorised use of the Access Code and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us. Or the losses result from your unreasonable delay in actioning requests from us regarding the security or changing of the passwords or other codes used to access an account.
- 18.5.3. However, you will not be liable for:  
the portion of the loss that exceeds any applicable daily or periodic transaction limits;
- 18.5.4. the portion of the loss on your Account which exceeds the balance of your Account (including any prearranged credit); or
- 18.5.5. all losses incurred on any Account which you had not agreed with us could be accessed using the NETLINK.
- 18.5.6. Where an Access Code is required to perform the unauthorised NETLINK transaction and clause 19.5 above does not apply, your liability for any loss of funds arising from an unauthorised NETLINK transaction, if the loss occurs before you notify us that the Access Code has been misused, lost, stolen or used without your authorisation, is the lesser of:
- \$150;
  - the balance of your Account, including any prearranged credit; or
  - the actual loss at the time you notify us that your Access Code has been misused, lost, stolen or used without your authorisation (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of NETLINK or your Account).

### **19. Malfunction or unavailability**

While every effort is maintained to ensure that NETLINK is available 24 hours a day, 7 days a week, the Society will not be liable to you for any loss in connection with NETLINK not being available.

The Society will not be liable for any loss caused by any function of NETLINK malfunctioning if you were aware, or in the opinion of the Society should have been aware, that that function of NETLINK was unavailable for use or was malfunctioning, other than to correct the error on your Account and to refund any charges or fees imposed on you as a result.

We will not be liable for any errors or damage caused to your computer or computing equipment as a result of using NETLINK. You are responsible for ensuring that your PC is free from viruses, Trojan horses, worms and other harmful code, including ones transmitted through the Internet.

NETLINK may from time to time be unavailable due to systems maintenance or circumstances out of our control. In these instances, it is your responsibility to use other means of banking if NETLINK is not available.

### **20. Changes to Terms and Conditions**

- 20.1. The Society may change these Terms and Conditions from time to time.
- 20.2. The Society will notify you in writing at least 30 days before the effective date of change (or such other longer period as may be required by law) if the change to the Terms and Conditions will:
  - a. introduce a new fee or charge; or
  - b. vary the method by which interest is calculated or the frequency with which it is debited or credited.
- 20.3. We will notify you in writing at least 20 days before the effective date of change (or such other longer period as may be required by law) if the changes to the Terms and Conditions will:
  - a. increase charges relating solely to the use of NETLINK, or issuing a replacement or additional method to NETLINK under which you can access your Account(s) through electronic equipment; or
  - b. increase your liability for losses; or
  - c. impose, remove or adjust daily or periodic limits on amounts which may be transacted via NETLINK; or
  - d. make any changes to your Account(s) in respect of which the law requires that notice be given to you.
- 20.4. If you do not wish your daily limit on transacted amounts via NETLINK to be increased you must notify the Society before the effective date of change otherwise if you access the newly set increased limit, as set by the Society, you will be deemed to have consented to the increase.
- 20.5. The Society may notify you of other changes by:
  - a. Notices on, or with, periodic Account statements; or
  - b. Direct written notice to you; or
  - c. Notices in Society Financial Centres or Finance Shops, with subsequent written advice provided to you at the time of your next periodic Account statement; or
  - d. press advertisements in national or local media, with subsequent written advice provided to you at the time of your next periodic Account statement.
- 20.6. The Society is not obliged to give you advance notice if an immediate change to the Terms and Conditions is deemed necessary for security reasons.
- 20.7. The Society is not obliged to give you advance notice if a variation to these Terms and Conditions involves a reduction in any interest rate, fee or charge payable by you.
- 20.8. If we have notified you of a change in these Terms and Conditions in accordance with the notification procedure set out above, and if you continue to use NETLINK after the effective date of the change, you will be deemed to have consented to the change.

### **21. Cancellation of NETLINK access**

- 21.1. You may cancel your access to NETLINK at any time by giving the Society written notice.
- 21.2. Otherwise, your access to NETLINK will be terminated if:
  - a. you close the last of your Transactional Account(s); or
  - b. you cease to be a member of the Society; or

- c. you alter the authorities governing the use of your Account(s), without the prior written approval of the Society.

21.3. The Society may cancel your access to NETLINK by providing you with 30 days written notice, except that access to NETLINK may be withdrawn without prior notice to you if we believe the Access Code or any Account is being used, or will be used, in a way that will cause loss to you or the Society.

## **22. Privacy**

We collect personal information about you for the purposes of providing our products and services to you and for processing your NETLINK transactions.

- 22.1. If you use NETLINK, we may disclose your personal and transactional information to other entities in order to execute your instructions, including:
  - a. other financial institutions;
  - b. parties to whom you make external third party transfers.
- 22.2. You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to the parties in clause 23.
- 22.3. You may have access to the personal information we hold about you at any time by asking us.
- 22.4. If you do not provide your personal information to us, we will not be able to process any of your NETLINK transactions.

## **23. Miscellaneous**

- 23.1. You must promptly notify the Society of any change of address for the mailing of periodic Account statements, etc.
- 23.2. The Society may post all periodic Account statements and notices to you at your last notified postal address as provided for in the Society's rules.
- 23.3. The Society will advise you from time to time of any new functionality of NETLINK or methods of operations.
- 23.4. Any one of these Terms and Conditions which purports to exclude, limit or modify or has the effect of excluding, limiting or modifying our liability to you is subject to any non-excludable liability imposed on us by the Trade Practices Act 1974.
- 23.5. Because the Internet is not a secure medium, the Society cannot guarantee that every transaction performed using NETLINK is completely secure. Where the Society has used a reasonable degree of encryption to secure your Account information, the Society will not be liable for that Account information being disclosed to a third party.
- 23.6. You agree that your use of NETLINK and these Terms and Conditions are governed by the laws of Western Australia.