

# Notice to Suncorp Bank Customers

**As of 9 November 2023**, Suncorp Bank will be introducing the following changes to its Terms and Conditions for Suncorp Bank Accounts and Continuing Credit Accounts, Personal Deposit Accounts Product Information Document, Business Accounts Product Information Document, Wealth Cash Management Account Product Information Document, Carbon Insights Account Product Information Document & Terms and Conditions, Fixed Term Deposits Product Information Document, Farm Management Deposit Account Product Information Document & Terms and Conditions, PayID Terms and Conditions, Suncorp Bank PayLater Terms & Conditions, Suncorp Bank Apple Pay TM Terms and Conditions, Suncorp Bank Google Pay TM Terms and Conditions, EFTPOS Terms and Conditions, Virtual POS Terms and Conditions and Multipay Terms and Conditions (collectively, **the Documents**):

## 1. Changes to Terms and Conditions for Suncorp Bank Accounts and Continuing Credit Accounts

- Under clause 1.3 Definitions and Interpretation (page 12) the definition of “Legitimate Interests” has been updated to:

‘means our legitimate business needs, prudential requirements and/or security requirements (including any reasonable response to material changes to our business or systems) and any requirements that are reasonably necessary to protect us against a material risk of:

  - (a) a monetary default by you under a Credit Contract;
  - (b) our ability to enforce our rights against a Security;
  - (c) the value of a Security being materially compromised; or
  - (d) our financial detriment.’
- Under clause 1.10 Changing the Terms and Conditions (page 23) the first paragraph has been updated to:

‘Subject to the law and any applicable Code, we can change, add to, delete or vary these Terms and Conditions at any time for one or more of the following reasons:

  - (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
  - (b) to reflect any decision of a court, ombudsman or regulator;
  - (c) to reflect a change in our systems or procedures, including for security reasons;
  - (d) to respond to changes in the cost of providing the Accounts or Access Methods;
  - (e) discontinue a product in which case we may change the terms of your product to reflect a different product with similar features to the discontinued product; or
  - (f) to make these Terms and Conditions clearer or to add features’
- Under clause 1.11 Telling You About the Changes (page 23) the following wording has been added as the final two paragraphs:

‘If we make a change to the Terms and Conditions in respect of your Term Deposit which is adverse to you and you are unhappy with the change, you may break your Term Deposit before the change takes effect without penalty by providing us with 31 days’ written notice.

If we make an adverse change that applies during a flexiRate period on your Account and you are unhappy with the change, you can close your account without penalty before the change takes effect.’
- Under clause 1.12 Notices from Us (page 25) the first sentence of the second paragraph has been updated to:

‘Except where it contravenes a law or the ePayments Code, if we send mail to your last known address, it is taken to have been received seven Business Days after posting.’
- Under clause 1.13 Giving Us Instructions (page 26) the first sentence has been updated to:

‘We can act on instructions from you (including those given by telephone or in any other electronic form) unless we have knowledge or reasonably ought to have knowledge that the instruction was not made with your knowledge, authority or consent.’
- Under clause 1.14 Changing Your Details (page 26) the final paragraph has been updated to:

‘If we become aware of any changes to your Account details we can take reasonable steps to amend our account records. We will only do this where the change is based on an official public record and if we do, we will notify you.’
- Under clause 1.15 Ownership of Cards, Cheques and Access Methods (page 27) the final sentence of the first paragraph has been updated to:

‘We can cancel a card, passbook, Cheque, cheque book, Access Method or other service at any time where it is reasonably necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.’
- Under clause 1.15 Ownership of Cards, Cheques and Access Methods (page 27) the second paragraph has been updated to:

‘We can ask you to return any card, Access Method, passbook or cheque book promptly if:

  - (a) you close your Account;
  - (b) you materially breach the Terms and Conditions;
  - (c) we close your Account; or
  - (d) we have security reasons for doing so.’
- Under clause 1.16 Loss or Damage if You Break these Terms and Conditions (page 27) the first paragraph has been updated to:

'Subject to these Terms and Conditions, you agree to pay us for any reasonable loss, damage or costs we incur, if:

- (a) you do not follow any law or regulation that applies to your Account or Transactions on your Account;
- (b) you use Cards or Cheques in breach of these Terms and Conditions;
- (c) you do not follow our Terms and Conditions;
- (d) an overseas Transaction you initiated is dishonoured, returned or cannot be processed; or
- (e) there is any breach by you as a trustee or director,

except where the loss, damage or costs is caused by our fraud, negligence or wilful misconduct including that of our officers, employees, agents or contractors.

We are not responsible for any loss if a Card, cheque book, term deposit certificate or passbook is lost, stolen or misused except where we agree in these Terms and Conditions (including clause 20.14), where by law or a Code you are not responsible for any loss or to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).'

- Under clause 1.17 Our Rights (page 27) the second paragraph has been updated to:

'We can transfer our responsibility for, or our interest in, your Account at any time to any Person where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests. We do not need your consent to do so. We will notify you in writing as soon as reasonably practicable if it is reasonable to do so.'

- Under clause 2.2 Opening Accounts (page 28) the third sentence of the third paragraph has been updated to:

'You must also give us any information we reasonably require about you.'

- Under clause 3.2.1 Clearance Times (page 30) the first sentence of the first paragraph has been updated to:

'When you present a cheque (including personal cheques and bank cheques) or money order for deposit to your Account, the Bank will conduct an assessment of the cheque or money order and may, acting reasonably, refuse to accept the cheque or money order for deposit if it is in the Bank's Legitimate Interests to do so.'

- Under clause 3.2.3 Cheques or Money Orders Which Are Not Collected (page 31) the first paragraph has been updated to:

'Unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents), we may recover the funds from your Account if we are unable to collect the proceeds of a cheque (including personal cheques or bank cheques) or money order from the bank or institution where the cheque or money order is drawn.'

- Under clause 4.7.2 Payment delay or failure (page 35) the first paragraph has been updated to:

'Where the transfer is to or from another institution, unless we (or our officers, employees, contractors or agents) are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents), we are not liable to you for any time taken before those funds are transferred to or from the other institution or if the transfer is not made.'

- Under clause 4.7.3 Paying to BSB and account number (page 35) the third sentence of the second paragraph has been updated to:

'Unless we (or our officers, employees, contractors or agents) are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents), we are not liable to you for Transactions that are directed to an incorrect BSB and account number you give us in error.'

- Under clause 4.7.4 Automatic payments (page 35) the second sentence of the second paragraph has been updated to:

'If there is only enough money to make some payments, we will, acting reasonably, decide when and what payments to make.'

- Under clause 4.7.4 Automatic payments (page 35) the final paragraph has been updated to:

'Unless we (or our officers, employees, contractors or agents) are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations, we are not liable if any payment or transfer is made, not made, cancelled or dishonoured by us except to the extent that any loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).'

- Under clause 5.4 Telegraphic Transfers and Online Telegraphic Transfers (page 37) the final sentence of paragraph (a) has been updated to:

'To the extent permitted by law, we shall not be liable for any loss or damage suffered as a result of us acting on your instructions in good faith, or delays from us or any Correspondent Banks making payment pursuant to these instructions, or from errors in the Beneficiary Bank details you provide, or for any loss or damage resulting from any act or omission of any Correspondent Bank (except where such loss or damage is caused by our fraud, negligence or wilful misconduct or that of our officers, employees, agents, or contractors).'

- Under clause 5.4 Telegraphic Transfers and Online Telegraphic Transfers (page 37) the final sentence of paragraph (c) has been updated to:

'We (or our officers, employees, contractors or agents) or any Correspondent Banks will not be liable for any loss or damage suffered due to the Transaction contravening any such laws except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).'

- Under clause 5.4 Telegraphic Transfers and Online Telegraphic Transfers (page 37) paragraph (e) has been updated to:  
‘To the extent permitted by law, you agree to keep us indemnified against any claims that may be made against us by reason of us having acted on the instructions contained in the Telegraphic Transfer Application except to the extent that the claim is related to our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).’
- Under clause 5.5.2 Fees and Charges by Correspondent Banks (page 38) the first sentence of the third paragraph has been updated to:  
‘If a Correspondent Bank fails to observe our instructions to charge us for the fee, we will not be liable for any losses you incur except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).’
- Under clause 6 Set-Off and Account Combination (page 38) the first paragraph has been updated to:  
‘In order for us to protect our legitimate business interests and acting reasonably, you agree that we can set off and/or apply the credit balance of any Account that you have with us against any debt owed by you to us, without your prior consent.’
- Under clause 6 Set-Off and Account Combination (page 38) the following has been added as a new third paragraph:  
‘If we set off and/or apply a credit balance under this clause, then we will let you know by written notice promptly after doing so.’
- Under clause 8.3 Risks with Appointing Third Parties and Powers of Attorney (page 41) the final sentence of the fourth paragraph has been updated to:  
‘Subject to law, we are not liable for any loss or damage caused by a Person you have authorised to operate on your Account (except to the extent such loss or damage is caused by our fraud, negligence or wilful misconduct or that of our officers, employees, agents or contractors).’
- Under clause 10 Companies, Partnerships and Incorporated Associations (page 42) paragraphs (b) and (c) have been updated to:  
‘(b) for a partnership; by all current account signatories, in accordance with the rules of the partnership or as the law allows, as we in our reasonable discretion decide;  
(c) for an incorporated association, by all current account signatories, in accordance with the rules of the incorporated association or as the law allows, as we in our reasonable discretion decide.’
- Under clause 11.3 Errors on Statements, Mistakes and Unauthorised Transactions (page 43) the third paragraph has been updated to:  
‘Where moneys have been transferred by you from your Account to another account by mistake, unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents), you are solely responsible in relation to correcting that error and any loss suffered.’
- Under clause 11.3 Errors on Statements, Mistakes and Unauthorised Transactions (page 43) paragraph (a) has been updated to:  
‘(a) we may in our sole and reasonable discretion disclose to the Payer and the Payer’s bank, the name and number of your Account and your PayID and PayID Name (if applicable) where your Account has been incorrectly credited;’
- Under clause 11.3 Errors on Statements, Mistakes and Unauthorised Transactions (page 43) paragraph (c) has been updated to:  
‘(c) we may in our reasonable discretion on forming a reasonable opinion that your Account has been incorrectly credited in error, freeze that amount in your Account or reverse those funds from your Account or deduct the amount of those moneys from your Account.’
- Under clause 11.3 Errors on Statements, Mistakes and Unauthorised Transactions (page 43) the fifth paragraph has been updated to:  
‘Unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents), we are not responsible for any loss you may suffer due to errors, inaccuracies or omissions in relation to authorised but mistaken instructions given to us for the operation of your Account.’
- Under clause 12 Passbook Accounts (page 44) the first sentence of the third paragraph has been updated to:  
‘If your passbook is not updated we may, acting reasonably, cancel your passbook and instead, automatically issue statements recording your account activity.’
- Under clause 13 Unauthorised Transactions and Lost or Stolen Cards, Passbooks, Cheques or Secret Codes etc. (page 44) the start of the first paragraph has been updated to:  
‘If you suspect an unauthorised Transaction has been made on your Account or your Card, passbook, cheque book, PIN, Telephone Access Code, Internet Banking Password, App password, Mobile Device Passcode or any password or Secret Code or any Access Method is stolen, lost or misused, or you suspect is being misused, contact us promptly on:’
- Under clause 13 Unauthorised Transactions and Lost or Stolen Cards, Passbooks, Cheques or Secret Codes etc. (page 44) the final sentence of paragraph (c) has been updated to:  
‘(c) You can report your Visa Debit cards as lost or stolen using the Suncorp App. However if any your Cards are misused or you think someone knows any of your passwords, Secret Code or any Access Method is stolen,

lost or misused, or you suspect is being misused, you must telephone us promptly on the above numbers.'

- Under clause 15.2 When we can close your account (page 47) the start of the first sentence has been updated to:  
'We can close your Account immediately if'
- Under clause 15.2 When we can close your account (page 47) paragraph (e) has been updated to:  
'(e) you have given us materially false or misleading information'
- Under clause 15.2 When we can close your account (page 47) the final paragraph has been updated to:  
'However, unless there are exceptional circumstances (e.g. fraud or criminal activity), we will give you at least 14 days advance notice before we close your Account.'
- Under clause 15.3 After closing your account (page 47) paragraph (b) has been updated to:  
'(b) complete any forms we need'
- Under clause 16.1 About Fees and Charges (page 48), the wording has been updated to:  
'When you use your Account, Cheque or mobile payment platform linked to your Card, we can impose a reasonable fee or charge. We can also impose a reasonable fee or charge to keep your Account and on any Transaction made to the Account. In charging any fee or charge we will comply with:
  - (a) the law;
  - (b) the ePayments Code (if applicable);
  - (c) the Banking Code of Practice (if applicable).You must pay these fees and charges when we specify in any agreement including as outlined in the Schedule of Fees and Charges or otherwise at the relevant time we ask you to pay them, acting reasonably.'
- Under clause 17.2 Dishonouring a Transaction (page 49) the first sentence of the second paragraph has been updated to:  
'Unless we (including our officers, employees, contractors and agents) are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations, we are not liable to you or any other Person if we decide to process a Transaction that overdraws your Account or if we dishonour a Transaction.'
- Under clause 18.2 Terms and Conditions (page 51) the final sentence of the fifth paragraph has been updated to:  
'We may ask you to provide reasonable documentation to support your request for hardship.'
- Under clause 19.3 Paying Cheques (page 53) the third paragraph has been updated to:  
'Unless we are found to be negligent, fraudulent, engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents), we are not liable to you or any other Person if we decide to pay, not to pay,

or treat a Cheque, including a post-dated Cheque in any other way.'

- Under clause 19.7 Lost, Misused or Stolen Cheques and Cheque Books (page 53) the third sentence has been updated to:  
'If your cheque book is stolen, lost or misused, you must telephone us promptly and follow up with the details in writing.'
- Under clause 20.5 Reporting Lost, Stolen or Misused Cards or Secret Codes (page 56) the first sentence has been updated to:  
'If any of your Cards is lost, stolen or misused, or you think someone knows your Secret Code, telephone us promptly.'
- Under clause 20.10 Using Your Card (page 57) the third paragraph has been updated to:  
'We are not liable if anyone refuses to accept or honour your Card or for the quality, performance or other matters in relation to goods and services bought with your Card except to the extent caused by our fraud, negligence or wilful misconduct (or that of our officers, employees, contractors or agents), this is required by law or a Code or is covered by these Terms and Conditions.'
- Under clause 20.12 Liability for Loss Caused by System or Equipment Malfunction (page 58) the first sentence of the first paragraph has been updated to:  
'If any Electronic Equipment or system used to effect an ePayments Transaction is faulty and you suffer any loss, you must telephone us promptly and follow up with the details in writing.'
- Under clause 20.14 When You Are Not Liable for Any Losses (page 59) paragraph (a) has been updated to:  
'(a) are caused by our fraud, negligence or wilful misconduct or that of our staff, officers, contractors or agents of ours or third parties involved in networking arrangements or Merchants or their agents or employees;'
- Under clause 20.17 Changes to ePayments Terms and Conditions (page 62) the first two paragraphs have been replaced with the following:  
'Subject to the law and any applicable Code, we can change, add to, delete or vary these ePayments Terms and Conditions at any time for one or more of the following reasons:
  - (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
  - (b) to reflect any decision of a court, ombudsman or regulator;
  - (c) to reflect a change in our systems or procedures, including for security reasons;
  - (d) to respond to changes in the cost of providing your Account or Access Methods; or
  - (e) to make these ePayments Terms and Conditions clearer or to add features.

We will tell you in writing at least 30 days before we change or vary the Terms and Conditions by:

- (a) introducing or increasing charges for Electronic Banking Transactions or additional or replacement Access Methods including cards;
  - (b) increasing your liability for losses in relation to Electronic Banking;
  - (c) restricting your ability to make Electronic Transactions on your Account;
  - (d) imposing, removing or changing a daily or other periodic limit on Transactions, a facility, or Electronic Equipment; or
  - (e) any other change that is unfavourable to you.'
- Under clause 20.17 Changes to ePayments Terms and Conditions (page 62) the following wording has been added as two final paragraphs:

'If we make a change to the Terms and Conditions in respect of your Term Deposit which is adverse to you and you are unhappy with the change, you may break your Term Deposit before the change takes effect without penalty by providing us with 31 days' written notice.

If we make an adverse change that applies during a flexiRate period on your Account and you are unhappy with the change, you can close your account without penalty before the change takes effect.'
  - Under clause 21.3 Lost or Stolen Credit or Debit Cards (page 66) the first paragraph has been updated to:

'If any of your Cards or a mobile device registered with any of your Cards become lost or stolen, or if you believe any of your Cards or a mobile device registered with any of your Card has or may be used to initiate Transactions not authorised by you, you must contact us promptly.'
  - Under clause 21.3 Lost or Stolen Credit or Debit Cards (page 66) the final sentence of paragraph (c) has been updated to:

'However if your mobile device registered with any of your Cards is lost or stolen, or if you believe any of your Cards or a mobile device registered with any of your Cards has or may be used to initiate Transactions not authorised by you, you must still contact us promptly.'
  - Under clause 21.5 Stopping or Cancelling a Recurring Payment on a Credit or Debit Card (page 67) the final sentence of the first paragraph has been updated to:

'Suncorp accepts no liability and will not be responsible for helping you, at your request, to pause, stop or cancel a recurring card payment where you have not acted in accordance with the terms and conditions of the Merchant, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).'
  - Under clause 22.4 Guidelines for using Telephone Banking (page 69) the second sentence of the final paragraph has been updated to:

'If we do this, we will tell you in writing as soon as possible (which may be after we cancel in the event we need to manage a material and immediate risk).'
  - Under clause 22.5 If You have a Question Regarding Telephone Banking (page 69) the first sentence has been updated to:

'If you think there has been a mistake or a Transaction you did not authorise, you must telephone us promptly on 13 11 55 and follow up with details in writing.'
  - Under clause 24.6 Stopping a Payment (page 73) the first sentence of the second paragraph has been updated to:

'You should notify us promptly on 13 11 55 if you become aware that you may have made an error when instructing us to make a BPAY® payment, or if you did not authorise a BPAY® payment that has been made from your Account.'
  - Under clause 24.6 Stopping a Payment (page 73) the first sentence of the final paragraph has been updated to:

'We can, acting reasonably, refuse to process a BPAY® payment or discontinue providing BPAY® at any time where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.'
  - Under clause 24.9 Liability for Mistaken Payments, Unauthorised Transactions and Fraud (page 74) the final sentence of the final paragraph has been updated to:

'However, except as set out in these Terms and Conditions, we will not be liable for any loss or damage you suffer as a result of using the BPAY® Scheme or making or not making a payment (except to the extent that the loss is caused by our fraud, negligence or wilful misconduct or that of our officers, employees, agents or contractors).'
  - Under clause 24.10 When We Can Suspend Your Right to Use BPAY® (page 74) paragraph (a) has been updated to:

'(a) you are in material breach of our Terms and Conditions that apply in respect of the BPAY® scheme;'
  - Under clause 24.10 When We Can Suspend Your Right to Use BPAY® (page 74) paragraph (d) has been updated to:

'(d) you have given us materially false or misleading information; or'
  - Under clause 26.6 NPP Payments (page 78) the first paragraph has been updated to:

'Unless we (or our officers, employees, contractors or agents) are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents), we are not liable to you if a NPP Payment is not made or for any delay in the time taken for a NPP Payment to be received by you or by the recipient of your funds.'
  - Under clause 26.7 PayID (page 78) the third paragraph has been updated to:

'Unless we (or our officers, employees, contractors or agents) are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations, we are not liable to you for Transactions that are directed to an incorrect PayID you give us in error or an incorrect PayID Name you confirm in error.'

- Under clause 27.6 Pausing your PayTo Agreement (page 82) the final sentence of paragraph (b) has been updated to:  
‘We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a PayTo Agreement by the Merchant or Payment Initiator (except to the extent that the loss is caused by our fraud, negligence or wilful misconduct or that of our officers, employees, agents or contractors).’
- Under clause 27.6 Pausing your PayTo Agreement (page 82) the paragraph (c)(ii) has been updated to:  
‘(ii) we have any reasonable cause for suspicion or concern in relation to your Account;’
- Under clause 27.8 Cancelling your PayTo Agreement (page 83) the final sentence of paragraph (b) has been updated to:  
‘We will not be liable to you or any other person for loss incurred as a result of the cancellation of your PayTo Agreement by the Merchant or Payment Initiator (except to the extent that the loss is caused by our fraud, negligence or wilful misconduct or that of our officers, employees, agents or contractors).’
- Under clause 27.10 Your Responsibilities (page 84) the final sentence of paragraph (a) has been updated to:  
‘Unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents), we will not be liable to you or any other person for any loss suffered as a result of any payment processed by us in accordance with the terms of a PayTo Agreement that you have authorised or a Migrated DDR Mandate.’
- Under clause 27.10 Your Responsibilities (page 84) paragraph (b) has been updated to:  
‘(b) You must notify us promptly if you no longer hold or have authority to operate the Account from which a payment under a PayTo Agreement or Migrated DDR Mandate have been or will be made.’
- Under clause 27.10 Your Responsibilities (page 84) the final sentence of paragraph (d) has been updated to:  
‘You agree to indemnify us against any and all claims for loss, damage, costs and expenses made by any person in relation to requests for payments to be debited from your Account as a result of you pausing or cancelling your PayTo Agreement except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).’
- Under clause 27.10 Your Responsibilities (page 84) the final sentence of paragraph (e) has been updated to:  
‘Unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents), we will not be responsible for any loss that you suffer as a result of your Account having insufficient Cleared Funds.’

## 2. Changes to Personal Deposit Accounts Product Information Document

- Under heading Risks & Safeguards (page 36) the third sentence has been updated to:  
‘You should monitor your accounts and contact Suncorp Bank promptly if there are discrepancies.’
- Under heading Safeguards (page 37) the fifth dot point has been updated to:  
‘keep your card, cheque books and secret access codes safe. Notify Suncorp Bank promptly if you lose your card or cheque book or you suspect someone knows your secret codes;’

## 3. Changes to Business Accounts Product Information Document

- Under heading Business Premium Account (page 6) the second sentence of the fourth paragraph has been updated to:  
‘We can decide on whether we pay or dishonour each Transaction individually, acting reasonably and having regard to our Legitimate Interests.’
- Under heading Safeguards (page 34) the fifth dot point has been updated to:  
‘keep your cards, cheque books and secret access codes safe. Notify Suncorp promptly if you lose your card or cheque book or you suspect someone knows your secret codes.’
- Under heading Processing of Business Payments (page 36) the third sentence of the first paragraph has been updated to:  
‘We are not responsible for any loss suffered if the account numbers, BSB or amounts of transactions are incorrect or invalid or if you authorise transactions more than once in error, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).’
- Under heading Important Terms Explained (page 42) an additional Term ‘Legitimate Interests’ has been added:

Legitimate Interests	Means: (a) our legitimate funding (including securitisation), business risk management, prudential or security requirements; and (b) any other requirements that are reasonably necessary to protect us against a material risk to us of: i. a monetary default by you; or ii. our financial detriment.
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#### 4. Changes to Wealth Cash Management Account Product Information Document

- Under heading Suncorp Wealth Cash Management Account Overview (page 5) the second sentence of the seventh paragraph has been updated to:  
'We can, acting reasonably, decide on whether we pay or dishonour each Transaction individually.'
- Under heading Risks & Safeguards (page 20) the third sentence has been updated to:  
'You should monitor your accounts and contact Suncorp Bank promptly if there are discrepancies.'
- Under heading Safeguards (page 20) the fifth dot point has been updated to:  
'keep your card, cheque books and secret access codes safe. Notify Suncorp Bank promptly if you lose your card or cheque book or you suspect someone knows your secret codes;'

#### 5. Changes to Carbon Insights Account Product Information Document & Terms and Conditions

- Under clause 2.2 Am I eligible? (page 8) the second sentence of the second paragraph has been updated to:  
'We can change our eligibility rules at any time and can close your Account if you don't meet the eligibility rules in accordance with clause 15.'
- Under clause 2.3 Opening Accounts (page 8) the fourth sentence has been updated to:  
'You must also give us any information we reasonably require about you.'
- Under clause 2.4 Your Identity (page 8) the second sentence of the second paragraph has been updated to:  
'You must provide such information and/or documentation when reasonably requested, otherwise, we may be required by law to restrict access to the Account or close the Account.'
- Under heading Depositing Cheques into your Carbon Insights Main Account via ATM in clause 4.2 Making Deposits to Your Account (page 12) the second paragraph has been updated to:  
'When you deposit a cheque (including personal cheques and bank cheques) or money order at an ATM to your Carbon Insights Main Account, the Bank will conduct an assessment of the cheque or money order and may, acting reasonably, refuse to accept the cheque for deposit if it is in the Bank's Legitimate Interests to do so.'
- Under heading Depositing Cheques into your Carbon Insights Main Account via ATM in clause 4.2 Making Deposits to Your Account (page 12) the seventh paragraph has been updated to:  
'Unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents) we may recover the funds from your Account if we are unable to collect the proceeds of a cheque (including personal

cheques or bank cheques) or money order from the bank or institution where the cheque is drawn.'

- Under clause 4.5 Payments Between Institutions (page 13) the third paragraph has been updated to:  
'Where the transfer is to or from another financial institution, unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents), we are not liable to you for any time taken before those funds are transferred to or from the other institution or if the transfer is not made.'
- Under heading Payments to BSB and account number in clause 4.5 Payments Between Institutions (page 13) the second sentence of the second paragraph has been updated to:  
'Unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents), we are not liable to you for Transactions that are directed to an incorrect BSB and account number you give us in error.'
- Under heading Automatic Payments in clause 4.5 Payments Between Institutions (page 13) the second sentence of the second paragraph has been updated to:  
'If there is only enough money to make some payments, we will, acting reasonably, decide when and what payments to make.'
- Under heading Automatic Payments in clause 4.5 Payments Between Institutions (page 13) the third paragraph has been updated to:  
'Unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct, or to have otherwise breached our legal obligations, we are not liable if any payment or transfer is made, not made, cancelled or dishonour by us except to the extent that any loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).'
- Under heading NPP Payments in clause 4.6 NPP and Osko (page 14) the third paragraph has been updated to:  
'Unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents) we are not liable to you if a NPP Payment is not made or for any delay in the time taken for a NPP Payment to be received by you or by the recipient of your funds.'
- Under clause 4.7 Paying to PayID (page 15) the third paragraph has been updated to:  
'Unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents) we are not liable to you for Transactions that are directed to an Incorrect PayID you give us in error or an Incorrect PayID Name you confirm in error.'

- Under heading Pausing your PayTo Agreement in clause 4.9 PayTo (page 16) the final sentence in the second dot point has been updated to:  
‘We will not be liable for any loss that you or any other person may suffer as a result of the pausing of a PayTo Agreement by the Merchant or Payment Initiator except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractor or agents).’
- Under heading Pausing your PayTo Agreement in clause 4.9 PayTo (page 16) the second dot point under the third dot point has been updated to:  
‘we have any reasonable cause for suspicion or concern in relation to your Account;’
- Under heading Cancelling your PayTo Agreement in clause 4.9 PayTo (page 16) the final sentence of the second dot point has been updated to:  
‘We will not be liable to you or any other person for loss incurred as a result of the cancellation of your PayTo Agreement by the Merchant or Payment Initiator except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractor or agents).’
- Under heading Your Responsibilities in clause 4.9 PayTo (page 16) the second sentence of the first dot point has been updated to:  
‘Unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents) we are not liable to you or any other person for any loss suffered as a result of any payment processed by us in accordance with the terms of a PayTo Agreement that you have authorised or a Migrated DDR Mandate.’
- Under heading Your Responsibilities in clause 4.9 PayTo (page 16) the second dot point has been updated to:  
‘You must promptly notify us if you no longer hold or have authority to operate the Account from which a payment under a PayTo Agreement or Migrated DDR Mandate have been or will be made.’
- Under heading Your Responsibilities in clause 4.9 PayTo (page 16) the final sentence of the fourth dot point has been updated to:  
‘You agree to indemnify us against any and all claims for loss, damage, costs and expenses made by any person in relation to requests for payments to be debited from your Account as a result of you pausing or cancelling your Pay To Agreement except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).’
- Under heading Your Responsibilities in clause 4.9 PayTo (page 16) the second sentence of the fifth dot point has been updated to:  
‘Unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents) we will not be responsible for any loss that you suffer as a result of your Account having insufficient Cleared Funds.’
- Under heading Stopping a BPAY® Payment in clause 4.10 BPAY® (page 21) the first sentence of the second paragraph has been updated to:  
‘You should promptly notify us by calling 13 11 55 if you become aware that you may have made an error when instructing us to make a BPAY® payment, or if you did not authorise a BPAY® payment that has been made from your Account.’
- Under heading Liability for Mistaken BPAY® Payments, Unauthorised Transactions and Fraud in clause 4.10 BPAY® (page 21) the final sentence of the last paragraph has been updated to:  
‘However, except as set out in these Terms and Conditions, we will not be liable for any loss or damage you suffer as a result of using the BPAY® Scheme or making of not making a payment except to the extent the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).’
- Under heading When We Can Suspend Your Right to use BPAY® in clause 4.10 BPAY® (page 21) the first dot point has been updated to:  
‘you are in material breach of these Terms and Conditions that apply in respect of the BPAY® scheme;’
- Under heading When We Can Suspend Your Right to use BPAY® in clause 4.10 BPAY® (page 21) the fourth dot point has been updated to:  
‘you have given us materially false or misleading information; or’
- Under heading Lost or Stolen Debit Cards in clause 4.12 Debit Card (page 23) the first sentence has been updated to:  
‘If your Card or a mobile device registered with your Card is lost or stolen, or if you believe your Card or a mobile device registered with your Card has or may be used to initiate Transactions not authorised by you, you must contact us promptly.’
- Under heading Lost or Stolen Debit Cards in clause 4.12 Debit Card (page 23) the final sentence of the third dot point has been updated to:  
‘However if your mobile device registered with any of your Cards is lost or stolen, or if you believe any of your Cards or a mobile device registered with any of your Cards has or may be used to initiate Transactions not authorised by you, you must still contact us promptly on the above numbers.’
- Under heading Recurring Payments in clause 4.12 (page 23) the final sentence in the second paragraph has been updated to:  
‘Suncorp Bank accepts no liability and will not be responsible for helping you, at your request, to pause, stop or cancel a recurring Visa Debit Card payment where you have not acted in accordance with the terms and conditions of the Merchant except to the extent



the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).’

- Under clause 4.13 Ownership of Cards and Access Methods (page 26) the third sentence of the first paragraph has been updated to:  
‘We can cancel a Card, Access Method or other service at any time where it is reasonably necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.’
- Under clause 4.13 Ownership of Cards and Access Methods (page 26) the start of the second paragraph has been updated to:  
‘We can ask you to return any Card or Access Method promptly if:
  - you close your Account;
  - you materially breach the Terms and Conditions;
  - we close your Account; or
  - we have security reasons for doing so.’
- Under clause 5.4 Changing the Fees and Charges (page 27) the first sentence has been updated to:  
‘We can change, vary, add or remove fees and charges that apply to your Account at any time, subject to clause 16.’
- Clause 5.5 About Fees & Charges (page 28) has been updated to:  
‘When you use your Account or a mobile payment platform linked to your Card, we can impose a reasonable fee or charge. We can also impose a reasonable fee or charge to keep your Account and on any Transaction made to the Account. In charging any fee or charge we will comply with:
  - the law;
  - the ePayments Code (if applicable);
  - the Banking Code of Practice (if applicable).You must pay these fees and charges when we specify in any agreement or otherwise at the relevant time we ask you to pay them, acting reasonably. We will provide you with notice as per clause 16 where we change or introduce any fee or charge.’
- Under clause 6.4 Online Telegraphic Transfer (page 29) the final sentence of the first dot point has been updated to:  
‘To the extent permitted by law, we shall not be liable for any loss or damage suffered as a result of us acting on your instructions in good faith, or delays from us or any Correspondent Banks making payment pursuant to these instructions, or from errors in the Beneficiary Bank details you provide, or for any loss or damage resulting from any act or omission of any Correspondent Bank except to the extent the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).’

- Under clause 6.4 Online Telegraphic Transfer (page 29) the final sentence of the third dot point has been updated to:  
‘We (or our officers, employees, contractors or agents) or any Correspondent Banks will not be liable for any loss or damage suffered due to the Transaction contravening any such laws except to the extent the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).’
- Under clause 6.4 Online Telegraphic Transfer (page 29) the fifth dot point has been updated to:  
‘To the extent permitted by law, you agree to keep us indemnified against any claims that may be made against us by reason of us having acted on the instructions contained in the Telegraphic Transfer Application except to the extent the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).’
- Under heading Fees and Charges by Correspondent Banks in clause 6.4 Online Telegraphic Transfer (page 29) the first sentence of the third paragraph has been updated to:  
‘If a Correspondent Bank fails to observe our instructions to charge us for the fee, we will not be liable for any losses you incur except to the extent the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).’
- Under clause 8.1 Notices & Notifications (page 31) the second sentence of the fifth paragraph has been updated to:  
‘Except where it contravenes a law or the ePayments Code, if we send mail to your last known address, it is taken to have been received seven Business Days after posting.’
- Under heading Errors on Statements, Mistakes and Unauthorised Transactions in clause 8.2 Statements (page 31) the first sentence of the second paragraph has been updated to:  
‘Where moneys have been transferred by you from your Account to another account by mistake, unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents) you are solely responsible in relation to correcting that error and any loss suffered.’
- Under heading Errors on Statements, Mistakes and Unauthorised Transactions in clause 8.2 Statements (page 31) the first dot point has been updated to:  
‘we may in our sole and reasonable discretion disclose to the Payer and the Payer’s bank, the name and number of your Account and your PayID and PayID Name (if applicable) where your Account has been incorrectly credited.’
- Under heading Errors on Statements, Mistakes and Unauthorised Transactions in clause 8.2 Statements (page 31) the third dot point has been updated to:

'we may in our reasonable discretion on forming a reasonable opinion that your Account has been incorrectly credited in error, freeze that amount in your Account or reverse those funds from your Account or deduct the amount of those moneys from your Account.'

- Under heading Errors on Statements, Mistakes and Unauthorised Transactions in clause 8.2 (page 31) the first sentence in the fourth paragraph has been updated to:

'Unless we are found to be negligent, fraudulent, to have engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents) we are not responsible for any loss you may suffer due to errors, inaccuracies or omissions in relation to authorised but mistaken instructions given to use for the operation of your Account.'
- Under clause 10 Unauthorised Transactions and Lost or Stolen Cards or Secret Codes etc. (page 32) the start of the first sentence has been updated to:

'If you suspect an unauthorised Transaction has been made on your Account or your Card, PIN, Internet Banking Password, Suncorp App password, Mobile Device Passcode or any password or Secret Code or any Access Method is stolen, lost or misused, or you suspect is being misused, contact us promptly on:'
- Under clause 10 Unauthorised Transactions and Lost or Stolen Cards or Secret Codes etc. (page 32) the final sentence of the third dot point has been updated to:

'However if any your Cards are misused or you think someone knows any of your passwords, Secret Code or any Access Method is stolen, lost or misused, or you suspect is being misused, you must telephone us promptly on the above numbers.'
- Under clause 11.4 Reporting Lost, Stolen or Misused Cards or Secret Codes (page 33) the first sentence has been updated to:

'If your Card is lost, stolen or misused, or you think someone knows your Secret Code, telephone us promptly.'
- Under clause 11.8 Using Your Card (page 34) the third paragraph has been updated to:

'We are not liable if anyone refuses to accept or honour your Card (except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents)) or for the quality, performance or other matters in relation to goods and services bought with your Card unless this is required by law or a Code or is covered by these Terms and Conditions.'
- Under clause 11.10 Liability for Loss Caused by System or Equipment Malfunction (page 35) the first sentence of the first paragraph has been updated to:

'If any Electronic Equipment or system used to effect an ePayments Transaction is faulty and you suffer any loss, you must telephone us promptly and follow up with the details in writing.'

- Under clause 11.12 When You Are Not Liable for Any Losses (page 36) the first dot point has been updated to:

'are caused by our fraud, negligence or wilful misconduct or that of our officers, contractors, staff or agents of ours or third parties involved in networking arrangements or Merchants or their agents or employees;'
- Under clause 11.15 Changes to ePayments Terms and Conditions (page 38) the following wording has been added to the start of the section:

'Subject to the law and any applicable Code, we can change, add to, delete or vary these ePayments Terms and Conditions at any time for one or more of the following reasons:

  - to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
  - to reflect any decision of a court, ombudsman or regulator;
  - to reflect a change in our systems or procedures, including for security reasons;
  - to respond to changes in the cost of providing your Account or Access Methods; or
  - to make these ePayments Terms and Conditions clearer or to add features.'
- Under clause 11.15 Changes to ePayments Terms and Conditions (page 38) the following wording has been added as a new fifth dot point in the second paragraph:

'- any other change that is unfavourable to you.'
- Under clause 11.15 Changes to ePayments Terms and Conditions (page 38) the following wording has been added as a new final paragraph:

'If we make an adverse change that applied during a flexiRate period on your Account and you are unhappy with the change, you can close your account without penalty before the change takes effect.'
- Under clause 12.1 Dishonouring a Transaction (page 41) the first sentence of the second paragraph has been updated to:

'Unless we are found to be negligent, fraudulent, engaged in wilful misconduct or to have otherwise breached our legal obligations (including that of our officers, employees, contractors or agents), we are not liable to you or any other Person if we dishonour a Transaction that overdraws your Account or if we dishonour a Transaction.'
- Under clause 14 Set-Off and Account Combination (page 41) the first paragraph has been updated to:

'In order for us to protect our legitimate business interests and acting reasonably, you agree that we can set off and/or apply the credit balance of any Suncorp Bank account that you have with us against any debt owed by you to us, without your prior consent.'
- Under clause 14 Set-Off and Account Combination (page 41) the following sentence has been added at the start of the second paragraph:

'This does not apply to a loan regulated by the National Credit Code.'

- Under clause 14 Set-Off and Account Combination (page 41) the final sentence of the third paragraph has been updated to:

'We can charge a reasonable fee for this service.'

- Under clause 15.2 When we can close your Account (page 42) the start of the first sentence has been updated to:

'We can close your Account if:'

- Under clause 15.2 When we can close your Account (page 42) the fourth dot point has been updated to:

'you have given us materially false or misleading information;'

- Under clause 15.2 When we can close your Account (page 42) the following wording has been added as a new eighth dot point:

'you no longer meet the eligibility criteria for a Card on the Account.'

- Under clause 15.2 When we can close your Account (page 42) the final paragraph has been removed and updated to:

'However, unless there are exceptional circumstances (e.g. fraud or criminal activity), we will give you at least 14 days advance notice before we close your Account.'

- Under clause 15.3 After closing your Account (page 42) the second dot point has been updated to:

'complete any forms we need;'

- Under clause 16 Changing these terms and conditions (page 43) the following wording has been added to the start of the section:

'Subject to the law and any applicable Code, we can change, add to, delete or vary these Terms and Conditions at any time for one or more of the following reasons:

- to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
- to reflect any decision of a court, ombudsman or regulator;
- to reflect a change in our systems or procedures, including for security reasons;
- to respond to changes in the cost of providing the Accounts or Access Methods;
- discontinue a product in which case we may change the terms of your product to reflect a different product with similar features to the discontinued product; or
- to make these Terms and Conditions clearer or to add features.'

- Under clause 16 Changing these terms and conditions (page 43) the following wording has been removed from the first paragraph:

'If no period of notice is needed, we can make changes, variations, additions or deletions immediately and you might not be told of these before they happen.'

- Under clause 16 Changing these terms and conditions (page 43) the following wording has been added as the final paragraph:

'If we make an adverse change that applied during a flexiRate period on your Account and you are unhappy with the change, you can close your account without penalty before the change takes effect.'

- Under clause 17.1 Giving Us Instructions (page 44) the first sentence has been updated to:

'We can act on instructions from you (including those given by telephone or in any other electronic form) unless we have knowledge or reasonably ought to have knowledge that the instruction was not made with your knowledge, authority or consent.'

- Under clause 17.3 Loss or Damage If You Break these Terms and Conditions (page 44) the second dot point has been updated to:

'you use your Card in breach of these Terms and Conditions;'

- Under clause 17.3 Loss or Damage If You Break these Terms and Conditions (page 44) the final paragraph has been updated to:

'We are not responsible for any loss if a Card is lost, stolen or misused except where we agree in these Terms and Conditions, where by law or a Code you are not responsible for any loss or to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).'

- Under clause 17.4 Our Rights (page 44) the final paragraph has been updated to:

'We can transfer our responsibility for, or our interest in, your Account at any time to any Person where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests. We do not need your consent to do so. We will notify you in writing as soon as reasonably practicable if it is reasonable to do so.'

- Under clause 17.9 Risks & Safeguards (page 46) the final sentence of the first paragraph has been updated to:

'You should monitor your Account and contact Suncorp Bank promptly if there are discrepancies.'

- Under clause 17.9 Risks & Safeguards (page 46) the 9th dot point has been updated to

'cover the numeric PIN pad at the ATM or EFTPOS terminal with your other hand to ensure your PIN is not seen by anyone else; keep your Card and secret access codes safe. Notify Suncorp Bank promptly if you lose your Card or you suspect someone knows your secret codes;'

- Under clause 19 Important Terms Explained (page 47) the Term 'Legitimate Interests' has been updated:

Legitimate Interests	Means: <ul style="list-style-type: none"> <li>(a) our legitimate funding (including securitisation), business risk management, prudential or security requirements; and/or</li> <li>(b) any other requirements that are reasonably necessary to protect us against a material risk of our own financial detriment.</li> </ul>
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## 6. Changes to Fixed Term Deposit Product Information Document

- In the Consumer Warning box (page 2) the second sentence of the 3rd dot point has been updated to:  
'We may ask you to provide reasonable documentation to support your request for hardship.'
- Under heading Negotiated Term Deposit - Interest (page 9) the second sentence of the first paragraph has been updated to:  
'From time to time, we may open Negotiated Term Deposits for amounts \$2,000,000 and under if you request this and we agree to so in our reasonable discretion.'
- Under heading Breaking Your Term (page 12) the second sentence of the second paragraph has been updated to:  
'We may ask you to provide reasonable documentation to support your request for hardship.'

## 7. Changes to PayID Terms and Conditions

- Under clause 4 - Creating your PayID, the second sentence in clause 4.4 has been updated to:  
'Before you can create a PayID you must satisfy us (acting reasonably) that this is the case.'
- Under clause 5 - Transferring your PayID to another account, clause 5.2 has been updated to:  
'Before you can transfer a PayID to another account you must satisfy us (acting reasonably) that you either own or are authorised to use your PayID. We may, acting reasonably, ask you to provide evidence to verify that this is the case.'
- Under clause 7 - Ongoing use of your PayID, clause 7.1 has been updated to:  
'From time to time we may, acting reasonably, ask you to re-confirm your PayID is still current and that you still own it or are authorised to use it.'
- Under clause 8 - Closing a PayID:
  - Clause 8.2(a) has been updated to:  
'...satisfy us (acting reasonably) that you either own or are authorised to use your PayID and, if reasonably requested by us, provide evidence to verify that this is the case; and...'
  - Clause 8.3 has been updated to:  
'You must promptly notify us to close your PayID if you no longer own or have authority to use your PayID, you

change your name or any other information connected to your PayID changes.'

- Under clause 11 - Changes to these PayID Terms and Conditions, the first paragraph has been updated to:  
'Subject to the law and any applicable Code, we can change, add to, delete or vary these PayID Terms and Conditions for the following reasons:
  - (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
  - (b) to reflect any decision of a court, ombudsman or regulator;
  - (c) to reflect a change in our systems or procedures, including for security reasons;
  - (d) to respond to changes in the cost of providing the PayID;
  - (e) discontinue a product in which case we may change the terms of your product to reflect a different product with similar features to the discontinued product; or
  - (f) to make these PayID Terms and Conditions clearer or to add features,
but will only do so in order to protect our Legitimate Interests, and only to the extent reasonably required to do this.'
- Under clause 12 - Telling you about the changes, clauses 12.1, 12.2, 12.3, 12.4, 12.5 and 12.6 have been replaced with:
  - '12.1 Where we make changes, we will notify you by written or electronic notice (for example, through the Electronic Equipment) no later than the day it takes effect, or such longer period as may be required by law. Where the change is adverse to you, we will notify you at least 30 days before the effective date of the change (unless we believe doing so is, in our reasonable opinion, necessary for us to manage an immediate or material risk to our Legitimate Interests or the change relates to a government charge).
  - 12.2 We may also publish information about changes to these PayID Terms and Conditions in national media or at Suncorp.com.au in addition to any notice that we provide you as outlined above.'
- Under heading 13 Notices from us, the first sentence of clause 13.2 has been updated to:  
'Except where it contravenes a law or the ePayments Code, if we send mail to your last known address, it is taken to have been received seven days after posting.'
- Under heading 14 Definitions and interpretation the following definition has been amended:  
'Legitimate Interests means:
  - (a) our legitimate funding (including securitisation), business risk management, prudential or security requirements; and/or
  - (b) any other requirements that are reasonably necessary to protect us against a material risk of our own financial detriment.'

- The first sentence of clause 14.5 has been updated to:  
'We may exercise our rights, powers and discretions in any reasonable manner within the limits of the law where it is necessary to comply with the law or any applicable Code or to protect our Legitimate Interests but unless specifically stated we will not be under an obligation to take any action.'

## 8. Changes to Farm Management Deposit Account Product Information Document and Terms and Conditions

- Under the heading General Information on Interest (page 8) the third paragraph has been updated to:  
'Changes to the standard interest rates are advertised in the national press and/or notified to you in writing on or before the date the interest rate is changed.'
- Under the heading Indemnity for loss or damage (page 20):
  - the second point has been updated to:  
'Acted negligently or fraudulently in connection with these terms and conditions, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).'
  - the fifth point has been updated to:  
'An overseas transaction you initiated is dishonoured, returned or cannot be processed, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).'
- Under the heading Giving us instructions (page 20) the second sentence of the fourth point has been updated to:  
'You indemnify us against any loss incurred as a result of us acting in accordance with instructions from you which we believed were duly given, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).'
- Under the heading Changing the terms & conditions (page 21) the clause has been updated to:  
'Subject to the law, we can change, add to, delete or vary these terms and conditions at any time for one or more of the following reasons:
  - to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
  - to reflect any decision of a court, ombudsman or regulator;
  - to reflect a change in our systems or procedures, including for security reasons;
  - to respond to changes in the cost of providing the account;
  - discontinue the account in which case we may change the terms and conditions to reflect a different product with similar features to the discontinued account; or

- to make these terms and conditions clearer or to add features, but will only do so in order to protect its Legitimate Interests, and only to the extent reasonably required to do this Legitimate Interest. For example, we can change:
  - Interest rates and the way we calculate interest;
  - Fees and charges; or
  - When we charge or pay interest.

- Under the heading Telling you about changes (page 21) the clause has been replaced with:  
'We will notify you of any changes to these terms and conditions by:
  - written notice to you (which may be provided with or on your statement, or on electronic equipment); or
  - press advertisement in the national or local media.'  
'We will provide notice no later than the day the change takes effect or a longer period set down by law except where the change is adverse to you (other than a change to Suncorp's Farm Management Deposit Variable Rate) in which case we will notify you at least 30 days before the effective date. We are not obliged to give you advance notice if an immediate change to these terms and conditions is deemed necessary for the security of our systems or individual accounts.'
- Under the heading Notices from us (page 21) the second sentence of the first paragraph has been updated to:  
'If you are unhappy with the changes we have made to these terms and conditions, you can close your account. If we make an adverse change to a fixed term deposit and you are unhappy with the change, you can close your account without penalty before the change takes effect.'
- Under the heading Notices from us (page 21) the second sentence of the first paragraph has been updated to:  
'Except where it contravenes a law or the ePayments Code, if we send it to your last known address, it is taken to have been received seven Business Days after posting.'
- Under the heading Changing your details (page 22) the third paragraph has been updated to:  
'If you ask us to change the name of your account, we need to see reasonably satisfactory evidence of the change of name, which may include one of the following:'
- Under the heading Errors on statements or confirmations, mistakes and un-authorised transactions (page 23) the first, third and fifth points have been updated to:
  - 'If you detect an error or believe a transaction was not authorised by you or that an amount has been credited to your account that you may not be entitled to, you must notify us upon becoming aware of the transaction.'
  - 'We may in our sole and reasonable discretion disclose (disclosure to which you consent by the opening of your account) to the payer, the name and number of your account where your account has been incorrectly credited;'
  - 'We may on forming a reasonable opinion that your account has been incorrectly credited in error, freeze that amount in your account or reverse those funds'

from your account or deduct the amount of those monies from your account.'

- Under the heading Closing your account (page 23):
  - the second paragraph and dot points have been updated to:

'We can close your account if:

    - You break the terms and conditions and we believe closing the account immediately is necessary for us to manage an immediate or material risk to our Legitimate Interests;
    - We need to by law or to meet our prudential requirements;
    - You have given us materially false or misleading information; or
    - You act in a manner that in our reasonable opinion threatens the security of our staff or property or any other person.'
    - the third paragraph has been updated to:

'However, unless there are exceptional circumstances, (e.g. fraud or criminal activity), we will give you at least 14 days advance notice before we intend to close your account.'
- Under the heading Payments between institutions (page 24) the second sentence of the sixth paragraph has been updated to:

'We are not liable to you for transactions that are directed to an incorrect account, except to the extent that any loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).'
- Under the heading Losses and errors (page 25) the first point has been updated to:

'Caused by fraud, negligence or wilful misconduct of our officers, contractors, staff or agents of ours or companies involved in networking arrangements or merchants or their agents or employees;'
- Under the heading When you are liable for losses (page 25) the second paragraph has been updated to:

'We are not responsible for any loss suffered if the account numbers, BSB or amounts of transactions you authorise are incorrect or invalid except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).'
- Under the heading Important Terms Explained (page 26) the Meaning of the Term Legitimate Interests has been updated to:

'Means:

  - (a) our legitimate funding (including securitisation), business risk management, prudential or security requirements; and
  - (b) any other requirements that are reasonably necessary to protect us against a material risk to us of:
    - i. a monetary default by you; or
    - ii. our financial detriment.'

## 9. Changes to Suncorp Bank PayLater Terms and Conditions

- Clause 14B has been replaced with the following wording:

'We have the right to close the account if there is a change of law or regulation or as required by a regulator or any other valid reason listed on the next page.'
- Clause 14F has been replaced with the following wording:

'If 14A applies, we have the right to take funds from your Suncorp Bank accounts to pay amounts outstanding prior to closure. If we do, we will notify you promptly after.'
- The wording under the heading Variation has been replaced with the following:

'We may vary these terms (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice; (b) to reflect any decision of a court, ombudsman or regulator; (c) to reflect a change in our systems or procedures, including for security reasons; (f) to respond to changes in the cost of PayLater; (e) discontinue PayLater in which case we may change the terms of your product to reflect a different product with similar features to the discontinued product; (g) or to make these terms clearer or to add features, and we will give you 30 days' prior notice. If you do not wish to be bound by the variation, you can exit the product without additional charge.'
- A new heading Closure has been inserted under the heading Variation and the wording under that heading is as follows:

'We have the right to close the account if (a) there is a change of law or regulation, (b) you breach these terms in a material way, (c) you overspend your limit, (d) we consider it reasonably necessary to protect our legitimate interests (being our legitimate business needs, prudential requirements and/or security requirements and any requirements that are reasonably necessary to protect us against a material risk of a monetary default by you or our own financial detriment), (e) you have given us materially false or misleading information, (f) you act in a manner that in our reasonable opinion threatens the security of our staff or property or any other person, (g) after 90 days from account opening, your account has had no customer initiated transactions or (h) your account has had no customer initiated transactions for 36 months. Unless there are exceptional circumstances, (e.g. fraud or criminal activity), we will give you at least 30 days' advance notice before we close your account.'

## 10. Changes to Suncorp Bank Apple Pay TM Terms and Conditions

- Under clause 2 – Apple Pay provided by Apple, clause 2.2. has been updated to:

'Suncorp Bank is not liable for the use, functionality or availability of Apple Pay, any Apple Device or any disruption caused from the availability of contactless merchant terminals or reduced service levels caused by the failure of telecommunications networks except to the

extent any loss caused by Suncorp Bank (or its officers, employees, agents or contractors).’

- Under clause 4 – Suspension or Termination of Apple Pay:

- the clause 4.1 has been updated to:

‘Suncorp Bank may suspend or terminate your use of Apple Pay if:

- your Suncorp Bank Card is cancelled, blocked or suspended;
- you breach these Terms and Conditions or the Terms and Conditions for Suncorp Bank Accounts and Continuing Credit Accounts;
- we, Apple or a card network provider reasonably suspects fraud;
- if we are required to do so under any legislation or law, or if required to by a regulatory or government body;
- if our arrangements with Apple regarding Apple Pay cease or are suspended;
- Suncorp Bank has reasonable grounds to believe there is a security risk; or
- Suncorp Bank has reasonable grounds to believe that there is a material risk of loss to you or us’

- Clause 4.2 has been added:

‘Unless there are exceptional circumstances (e.g. fraud or criminal activity), we will give you at least 14 days advance notice before suspending or terminating your use of Apple Pay.’

- Under clause 7 – Suncorp Bank’s Liability, clause 7.1 has been updated to:

‘Suncorp Bank will not be liable for any loss arising from your use of Apple Pay to the extent the loss was caused by:

- Your fraud; or
- Your use of Apple Pay or the Apple Device in a manner not permitted by Apple (for example, by obtaining root access to your Apple Device); or
- Subject to your rights under the ePayments Code, a reduced level of service caused by matters beyond our reasonable control (for example, those caused by third party software and network providers),

except to the extent any loss caused by Suncorp Bank (or its officers, employees, agents or contractors).’

- Under clause 8 – Security and associated liability, clause 8.2 has been updated to:

‘You must notify us promptly if:

- your Apple Device is lost or stolen; or
- you believe the security of your Apple Device has been compromised or that an unauthorised person has access to the Apple Device credentials used to access Apple Pay.’

- Under clause 10 – Changes to these Terms and Conditions, clause 10.1 has been updated to:

‘We may change these Terms and Conditions at any time for one or more of the following reasons:

- to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
- to reflect any decision of a court, ombudsman or regulator;
- to reflect a change in Suncorp Bank’s systems or procedures, including for security reasons;
- to respond to changes in the cost of facilitating your use of Apple Pay; or
- to make these Terms and Conditions clearer or to add features.

Subject to any applicable law or code, we will provide you with advance notice in accordance with the Terms and Conditions for Suncorp Bank Accounts and Continuing Credit Accounts. Where the change is adverse to you, Suncorp Bank will notify you at least 30 days before the effective date of the change.’

## 11. Changes to Suncorp Bank Google Pay TM Terms and Conditions

- Under clause 2 – Google Pay provided by Google, clause 2.2 has been updated to:

‘Suncorp Bank is not liable for the use, functionality or availability of Google Pay, any Android Device or any disruption caused from the availability of contactless merchant terminals or reduced service levels caused by the failure of telecommunications networks except to the extent any loss caused by Suncorp Bank (or its officers, employees, agents or contractors).’

- Under clause 4 – Suspension or Termination of Google Pay:

- clause 4.1 has been updated to:

‘Suncorp Bank may suspend or terminate your use of Google Pay if:

- your Suncorp Bank Card is cancelled, blocked or suspended;
- you breach these Terms and Conditions or the Terms and Conditions for Suncorp Bank Accounts and Continuing Credit Accounts;
- we, Google or a card network provider reasonably suspects fraud;
- if we are required to do so under any legislation or law, or if required to by a regulatory or government body;
- if our arrangements with Google regarding Google Pay cease or are suspended;
- Suncorp Bank has reasonable grounds to believe there is a security risk; or
- Suncorp Bank has reasonable grounds to believe that there is a material risk of loss to you or us’

- clause 4.2 has been added:

‘Unless there are exceptional circumstances (e.g. fraud or criminal activity), we will give you at least 14 days

advance notice before suspending or terminating your use of Google Pay.'

- Under clause 7 – Suncorp Bank's Liability, the clause 7.1 has been updated to:

'Suncorp Bank will not be liable for any loss arising from your use of Google Pay to the extent the loss was caused by:

- Your fraud;
- Your use of Google Pay or the Android Device in a manner not permitted by Google (for example, by obtaining root access to your Android Device); or
  - Subject to your rights under the ePayments Code, a reduced level of service caused by matters beyond our reasonable control) for example, those caused by third party software and network providers,

except to the extent any loss caused by Suncorp Bank (or its officers, employees, agents or contractors).'

- Under clause 8 – Security and associated liability, clause 8.2 has been updated to:

'You must notify us promptly if:

- your Android Device is lost or stolen; or
- you believe the security of your Android Device has been compromised or that an unauthorised person has access to the Android Device credentials used to access Google Pay.'

- Under clause 10 – Changes to these Terms and Conditions, clause 10.1 has been updated to:

'We may change these Terms and Conditions at any time for one or more of the following reasons:

to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;

to reflect any decision of a court, ombudsman or regulator;

to reflect a change in Suncorp Bank's systems or procedures, including for security reasons;

to respond to changes in the cost of facilitating your use of Google Pay; or

to make these Terms and Conditions clearer or to add features.

Subject to any applicable law or code, we will provide you with advance notice in accordance with the Terms and Conditions for Suncorp Bank Accounts and Continuing Credit Accounts. Where the change is adverse to you, Suncorp Bank will notify you at least 30 days before the effective date of the change.'

## 12. Changes to Suncorp Bank EFTPOS – Terms and Conditions for a Suncorp Bank Merchant Facility

- Under clause 2 Interpretation and Definitions (page 3):

- the following definition has been added:

"Authorised Officer" means any of our directors, associate directors, secretaries or any of our classes of manager or any other person authorised by us.

- the following definition has been updated:  
"Legitimate Interests" are:

- (a) Our legitimate funding (including securitisation), business risk management and prudential or security requirements; and/or
- (b) any other requirements that are reasonably necessary to protect us against a material risk to us of:
  - (i) a monetary default;
  - (ii) our being unable to enforce its rights under the Security;
  - (iii) the value of the property which is subject to Security being materially compromised; or
  - (iv) our own financial detriment.

- Under clause 3 Conditions (page 6):

- the fourth point has been updated to:  
'provide and promote our Merchant Facilities and processes so Cardholders can effect Transactions with you'
- the eighteenth point has been updated to:  
'change the Refund Password provided to you at the time of installation and regularly thereafter, no less than monthly.'
- the twenty-first point has been updated to:  
'advise us promptly if your Merchant Facility is lost, stolen, damaged or tampered with;'

- Under clause 4.6 - Care (page 7), clause 4.6.2 has been updated to:

'You must act in accordance with our reasonable directions for the care and protection of our Terminals and Peripherals'

- Under clause 4.7 - Breakdowns (page 8) clause 4.7.1 has been updated to:

'You must tell us promptly if a Terminal and/or Peripherals are faulty so we can repair the Terminal and/or Peripherals as soon as possible'

- Under clause 5.2 - Not Accepting Cards (page 8) clause 5.2.1 has been updated to:

'You must not process Transactions for Cards when:

- we, acting reasonably, ask you not to; or
- after this Merchant Contract has ended'

- Under clause 7 - Processing Transactions (page 9) the second paragraph has been updated to:

'You are liable for any Transaction if we, acting reasonably are not satisfied that it has been processed according to your Merchant Contract (except to the extent any loss is the result of our fraud, negligence, wilful misconduct or that of our Authorised Officers, employees, contractors or agents).'

- Under heading 7.2 - Electronic Fallback (EFB) Processing (page 10) the following paragraph has been updated to:

'You will be liable for any Chargebacks raised where the above conditions have not been met (except to the extent any loss is the result of our fraud, negligence,



wilful misconduct or that of our Authorised Officers, employees, contractors or agents.)'

- Under clause 7.4 Processing Refund Transactions (page 11):
  - clause 7.4.2 has been updated to include the following points:
    - 'change the Refund Password provided to you at the time of installation and regularly there after at least monthly.
    - promptly change the Refund Password following any staff changes.
    - protect your Refund Password from unauthorised usage as we will not be responsible for any unauthorised refunds processed through your Terminal, unless the liability arises from the fraud, negligence or wilful misconduct of us or our Authorised Officers, employees, contractors or agents.'
  - clause 7.4.3 has been updated to:

'You are liable for any unauthorised Refund Transactions processed and any unauthorised use of the Refund Password (except to the extent any loss is the result of our fraud, negligence, wilful misconduct or that of our Authorised Officers, employees, contractors or agents).'
- Under clause 7.7 - Applying a Surcharge to Transactions (page 13) the ninth point has been updated to:

'- reduce the amount you are Surcharging if reasonably requested to do so; and'
- Under clause 8 Mail Order/Telephone Order (MOTO) Transactions (page 14) the second paragraph has been updated to:

'When processing MOTO Transactions using your Merchant Facility you acknowledge that you will be liable for all Cardholder disputed Transactions unless the liability arises from the fraud, negligence or wilful misconduct of us or our Authorised Officers employees, contractors or agents.'
- Under clause 13 - Your Records (page 20) the second paragraph has been updated to:

'You must give evidence satisfactory to us of a Transaction or a Refund Transaction within 7 days if we ask for it. If you cannot do this for a Transaction and we cannot collect the amount of the Transaction from the Cardholder, we can debit your Account for the Transaction amount unless we cannot collect as a result of fraud, negligence or wilful misconduct of us or our Authorised Officers, employees, contractors or agents.'
- Under clause 15 Termination (page 21):
  - clause 15.1.2 has been updated to:

'15.1.2 We can end the Merchant Contract if...'
  - an eleventh point has been added to clause 15.1.2  
'-for security reasons.'
  - the following three points have been added to clause 15.1.2

'- you fail to respond to our reasonable requests for information in relation to a Transaction processed by you;

- you process a Transaction in excess of any limit set under these Terms and Conditions (such as a Floor Limit or Transaction Limit set under clause 7.9); or  
- the provider of your Account dishonours a fee charged by us for provision of the Merchant Facility.'

- clause 15.1.3 has been updated to:

'Unless there are exceptional circumstances, where we need to manage an immediate or material risk (for example, fraud, criminal activity or material breach of Card Scheme rules), we will give you 30 calendar days' notice in writing before we end the Merchant Contract at our reasonable discretion.'

- Under clause 16.4 - Indemnity and Liability (page 23):
  - the fourth point in clause 16.4.1 has been updated to:

'we processed a Transaction initiated by you, except to the extent that losses or liability arise from the fraud, negligence or wilful misconduct of us or our Authorised Officers, employees, contractors or agents.'
  - clause 16.4.4 has been updated to:

'Subject to law, we are not liable for any Invalid Transactions or losses or inconvenience you or a Cardholder or any other person incurs because of Invalid Transactions except to the extent that liability arises from the fraud, negligence or wilful misconduct of us or our Authorised Officers, employees, contractors or agents.'
  - the last paragraph in clause 16.4.6 has been updated to:

'unless and to the extent that your losses were caused by the gross negligence, fraud or wilful misconduct of Suncorp Bank or our Authorised Officers, employees, contractors or agents, or by a liability that cannot be limited or excluded by law. Any liability we have under this section will also be limited by the operation of section.'
- Under clause 16.6 Variation and Waiver (page 24):
  - clause 16.6.1 has been updated to:

'We can change the Terms and Conditions of your Merchant Contract or make any addition to your Merchant Contract. Except where a right for us to make such a change is provided for elsewhere in this Merchant Contract, we will only make such changes:
    - where it is reasonably necessary to comply with the law, any applicable code, guidance, general banking practice or Card Scheme rules;
    - to reflect any decision of a court, ombudsman or regulator;
    - to reflect a change in our systems or procedures, including for security reasons;
    - to respond to changes in the cost of providing the Merchant Facilities; or

- to make your Merchant Contract clearer or to add features.’
  - new clause 16.6.2 has been added:
 

‘Where we change your Merchant Contract we will give you the period of notice set down by the law, these Terms and Conditions or any applicable Code of Conduct. If no period of notice is needed, we can make changes, variations, additions or deletions immediately and you might not be told of these before they happen. We will give you notice at least 30 days in advance of a change to your Merchant Contract if we believe that the change will be unfavourable to you. However, we may give you a shorter notice period, or no notice, of an unfavourable change if we believe doing so is, in our reasonable opinion, necessary for us to manage a material or immediate risk. If we introduce or change a government fee and charge we will notify you reasonably promptly after the government notifies us of the government fee and charge, however, we do not have to notify you if the government publicises the introduction or change.

If you are unhappy with an adverse change we make during a period where a break fee applies to termination of the Merchant Contract, you can terminate the Merchant Contract without penalty before the change takes effect.’
  - Under clause 16.8 - Notices (page 25) clause 16.8.3 has been updated to:
 

‘Unless we tell you or you tell us in writing, notices are to be delivered to the last address given. When notices are posted, they are taken to be received on the seventh business day after posting. When notices are faxed, they are taken to be received after the transmission report from the sending fax shows the whole fax was sent. When notices are sent by electronic means, they are taken to be received when the transmission has been successful.’
  - Under clause 16.7 - Your Rights and Our Rights (page 25) clause 16.7.1 has been updated to:
 

‘You cannot transfer your rights in this Merchant Contract to anyone else. We can act as a principal or agent in this Merchant Contract. We can transfer our interests in this Merchant Contract or in a Terminal or give someone else an interest or form of security in them where it is in our Legitimate Interests to do so, provided that you then have and may exercise the same rights under your Merchant Contract against the assignee as you have against us. We do not need your consent to do this. We will notify you in writing as soon as reasonably practicable if it is reasonable to do so.’
  - Under clause 16.9 - Electronic Communication (page 25):
    - the first paragraph has been updated to:
 

‘You must provide us with your e-mail address and mobile phone number and promptly notify us if they change. You agree, we can provide you with notices and communications regarding your Merchant Facility using your E-mail Address and mobile phone number (electronic communications) at our reasonable discretion.’
    - the fourth paragraph has been updated to:
 

‘Where we send your notices to the address you provide to us we accept no liability for unauthorised disclosure of your information or your non-receipt of our Notices or communications, except to the extent that the liability arises from our fraud, negligence or wilful misconduct (including that of our Authorised Officers, employees, contractors or agents).
  - Under clause 16.13 - Third Parties (page 25) the first paragraph has been updated to:
 

‘You use any third party processing or bureau services at your own risk. We are not liable for any, omissions, losses, claims, damages, costs including any consequential loss resulting from the acts or omissions of any third party (except to the extent that the omissions, losses, claims, damages or costs are the result of our fraud, negligence or misconduct or that of our Authorised Officers, employees, contractors or agents). This does not permit you to process Transactions on behalf of any other businesses through your Terminal.’
  - Clause 17 - Acceptance of Transactions by Other Persons at Premises (page 26) clause has been updated to:
 

‘You must ensure that any other person who operates a Terminal acts in accordance with these Terms and Conditions. Subject to law, you will be liable for any act or omission of any other person who operates a Terminal (whether or not you authorise them to do so) and we may enforce this Merchant Contract against you, as if you had performed the act or failed to perform the act yourself except to the extent that liability arises from the fraud, negligence or wilful misconduct of us or our Authorised Officers (including that of our employees, contractors or agents).’
  - Under clause 19 - Third Party Portals and Apps (page 26) second paragraph has been updated to:
 

‘In the event of any outages Suncorp Bank will work with the Third Party company to restore services in the quickest time possible. We do not guarantee that access to any portals or apps which are provided by Third Party company/ies will be uninterrupted and we may from time to time update or replace such portals or apps at our reasonable discretion.’
- 13. Changes to Suncorp Virtual POS - Terms and Conditions for a Suncorp POS Merchant Facility**
- Under clause 2 Interpretation and Definitions (page 4):
    - Clause 2.2 - Consents or Approvals has been updated to:
 

‘If the doing of any act, matter or thing under or in relation to this document is dependent on the consent or approval of a person or is within the reasonable discretion of a person, the consent or approval may be given or the discretion may be exercised conditionally or unconditionally or withheld by the person in its reasonable discretion.’

- Clause 2.3 - Definitions has been updated to include:
  - “Authorised Officer” means any of our directors, associate directors, secretaries or any of our classes of manager or any other person authorised by us
  - the following definition in clause 2.3 has been updated to:
    - “Legitimate Interests” are:
      - (a) the Bank’s legitimate funding (including securitisation), business risk management and prudential or security requirements; and/or
      - (b) any other requirements that are reasonably necessary to protect the Bank against a material risk to the Bank of:
        - a monetary default;
        - the Bank being unable to enforce its rights under the Security;
        - the value of the property which is subject to Security being materially compromised; or
        - the Bank’s own financial detriment.’
- Under clause 3 - Conditions (page 7):
  - the fourth point in clause 3.1 has been updated to: ‘provide and promote our Merchant Facility and processes so Cardholders can effect Transactions with you;
  - the fourteenth point in clause 3.1 has been updated to: ‘advise us promptly if your Suncorp Virtual POS Merchant Facility is tampered with;’
- Under clause 5 - Cards (page 8) first point in clause 5.2.1 has been updated to: ‘we, acting reasonably ask you not to; or’
- Under clause 7 - Processing Transactions (Page 9):
  - clause 7.2.2 has been updated to: ‘You are liable for any unauthorised refund Transactions processed and any unauthorised use of the refund password unless the liability arises from the fraud, negligence or wilful misconduct of us or our Authorised Officers, employees, contractors or agents. You should change your password and advise us if for any reason you think it has become known to persons other than those you have authorised to complete refund Transactions. You should not visibly display your refund password.’
  - the last point in clause 7.4 has been updated to: ‘Following a Data Breach, in order to continue processing Card transactions, you will have to undergo a full PCI DSS accreditation. All reasonable costs of this accreditation exercise will be borne by you.’
- Under clause 8 - Mail Order/Telephone Order (MOTO) Transactions (page 10) the second paragraph has been updated to: ‘When processing MOTO Transactions using your Merchant Facility you acknowledge that you will be liable for all Cardholder disputed Transactions unless the liability arises from the fraud, negligence or wilful misconduct of us or our Authorised Officers employees, contractors or agents.’
- Under clause 13 - Settlement and Payment of Transactions (page 15) clause 13.2.2 has been updated to: ‘We may, acting reasonably, refuse to accept or may charge back any invalid Transactions we have processed to your Account or any other account you have with us.’
- Under clause - 14 Your Records (page 15) second paragraph of clause 14 has been updated to: ‘You must give us evidence satisfactory to us of a Transaction or a refund of a Transaction within 7 days if we ask for it. If you cannot do this for a Transaction and we cannot collect the amount of the Transaction from the Cardholder, we can debit your Account for the Transaction amount unless we cannot collect as a result of fraud, negligence or wilful misconduct of us or our Authorised Officers including that of our employees, contractors or agents.’
- Under clause 14 - Your Records (page 16) the fourth paragraph has been updated to: ‘You must let us examine your records relating to any Transaction or refund of a Transaction. You must give us copies of these records, if we reasonably ask for them. You agree to allow us or our agent to have access to your place of business, during business hours, to examine your records and take copies. We will give you 7 days’ notice if we require access to your Site.’
- Under clause - 16 Termination (page 17):
  - the following points have been added to the end of clause 16.1.3
    - ‘for security reasons.
    - You fail to respond to our reasonable request for information in relation to a Transaction processed by you; or
    - the provider of Your Account dishonours the fees charged by us for provision of the Merchant Facility.’
  - clause 16.1.4 has been updated to: ‘Unless there are exceptional circumstances (for example, fraud, criminal activity or material breach of Card Scheme rules). We will give you 30 calendar days notice in writing before we end the Suncorp Virtual POS Contract at our reasonable discretion.’
- Under clause - 17.3 Indemnity & Liability (page 18):
  - clause 17.3.3 has been updated to: ‘Subject to law, we are not liable for any Invalid Transaction or losses or inconvenience you or a Cardholder or any other person incurs because of Invalid Transactions, except to the extent that liability arises from the fraud, negligence or wilful misconduct of us or our Authorised Officers, employees, contractors or agents.’
  - the last paragraph of clause 17.3.5 has been updated to: ‘unless and to the extent that your losses were caused by the gross negligence, fraud or wilful misconduct of Suncorp or our Authorised Officers, employees, contractors or agents, or by a liability that cannot be limited or excluded by law. Any liability we have under this section will also be limited by the operation of section 17.3.6 below.’

- clause 17.3.7 has been updated:  
'You are liable for Invalid Transactions or any loss arising from unauthorised use of your refund password (except to the extent that the loss arises from our fraud, negligence or wilful misconduct or that of our Authorised Officers, employees, contractors or agents).'
- Under clause 17.4 - Variation and Waiver (page 19):
  - clause 17.4.1 has been updated to:  
'We can change the Terms and Conditions of your Suncorp Virtual POS Contract. Except where a right for us to make such a change is provided for elsewhere in this Suncorp Virtual POS Contract, we will only make such changes:
    - (a) where it is reasonably necessary to comply with the law or any applicable code, guidance, general banking practice or Card Scheme rules;
    - (b) to reflect any decision of a court, ombudsman or regulator;
    - (c) to reflect a change in our systems or procedures, including for security reasons;
    - (d) to respond to changes in the cost of providing the Merchant Facilities; or
    - (e) to make your Suncorp Virtual POS Contract clearer or to add features.'
  - the following clause 17.4.2 has been added:  
'Where we change Suncorp Virtual POS Contract we will give you the period of notice set down by the law, these Terms and Conditions or any applicable Code of Conduct. If no period of notice is needed, we can make changes, variations, additions or deletions immediately and you might not be told of these before they happen. We will give you notice at least 30 days in advance of a change to your Suncorp Virtual POS Contract if we believe that the change will be unfavourable to you. However, we may give you a shorter notice period, or no notice, of an unfavourable change if we believe doing so is, in our reasonable opinion, necessary for us to manage a material and immediate risk. If we introduce or change a government fee and charge, we will notify you reasonably promptly after the government notifies us of the government fee and charge, however, we do not have to notify you if the government publicises the introduction or change. A failure or delay by us to enforce any Term or Condition in this Suncorp Virtual POS Contract does not affect any of our rights under this Suncorp Virtual POS Contract.'
- Under clause - 17.5 Your Rights and our Rights (page 19), clause 17.5.1 has been updated to:  
'You cannot transfer your rights in this Suncorp Virtual POS Contract to anyone else. We can act as a principal or agent in this Suncorp Virtual POS Contract. We can transfer our interests in this Suncorp Virtual POS Contract or give someone else an interest or form of security in them where it is in our Legitimate Interests to do so, provided that you then have and may exercise the same rights under your Merchant Contract against the assignee as you have against us. We do not need your consent to do this. We will notify you in writing as soon as reasonably practicable if it is reasonable to do so.'
- Under clause 17.6 - Notices, the second paragraph of clause 17.6.2 has been updated to:  
'When notices are posted, they are taken to be received seven business days after posting.'
- Under clause 17.10 - Third parties (page 20) first paragraph of clause 17.10 has been updated to:  
'You use any third party processing or bureau services at your own risk. We are not liable for any, omissions, losses, claims, damages, costs including any consequential loss resulting from the acts or omissions of any third party (except to the extent that the omissions, losses, claims, damages or costs are the result of our fraud, negligence or misconduct or that of our Authorised Officers, employees, contractors or agents).'
- Under clause 17.13 - Electronic Communication, the second sentence of the first paragraph has been updated to:  
'You agree, we can provide you with notices and communications regarding your Merchant Facility using your e-mail Address and mobile phone number (electronic communications) at our reasonable discretion.'
- Under clause 18 Acceptance of Transactions by Other Persons at Premises (page 21), the clause has been updated to:  
'You must ensure that any other person who operates a Suncorp Virtual POS Merchant Facility acts in accordance with these Terms and Conditions. Subject to law, you will be liable for any act or omission of any other person who operates a Suncorp Virtual POS Merchant Facility (whether or not you authorise them to do so) and we may enforce this Suncorp Virtual POS Contract against you, as if you had performed the act or failed to perform the act yourself, except to the extent that liability arises from the fraud, negligence or wilful misconduct of us or our Authorised Officers, employees, contractors or agents.'
- Under clause 24.4 Indemnity by Merchant (page 22), the clause has been updated to:  
'The Merchant agrees to release, hold harmless and indemnify the Distributor and Mastercard to the maximum extent permitted by law from and against any liability whatever (including loss of profits, loss of revenue, loss of data, loss of opportunity, all forms of economic loss, negligence and tax) however arising in connection with its use, misuse or harmful use of the Software, the Documentation whether or not that use is in accordance with this License) or the MPGS Processing Services except to the extent that the liability arises as a results of the Distributor or Mastercard's fraud, negligence, or wilful misconduct of that it's Authorised Officers, employees, contractors or agents.'
- Under clause 31.4 Further Assurances (page 25), the clause has been updated to:  
'Each party agrees to do all reasonable things and execute all deeds, instruments, transfers or other documents as may be reasonably necessary or desirable to give full effect to the provisions of this License and

the Transactions contemplated by it. The Distributor will notify you in writing as soon as reasonably practicable if it is reasonable to do so.'

#### 14. Changes to Terms and Conditions for a Suncorp Multipay Facility

- Under clause 3 Amending the Multipay Agreement (page 4) at clause 3.1 has been updated to:  
'Subject to the law and any applicable Code, we can change, add to, delete or vary your Multipay Agreement at any time:
  - (a) where it is necessary to comply with the law, any applicable Code, guidance, general banking practice or Card Scheme rules;
  - (b) to reflect any decision of a court, ombudsman or regulator;
  - (c) to reflect a change in our systems or procedures, including for security reasons;
  - (d) to respond to changes in the cost of providing Multipay; or
  - (e) to make your Multipay Agreement clearer or to add features.'
- Under clause 3 Amending the Multipay Agreement (page 4), clause 3.5 has been deleted and clause 3.6 and 3.7 were renumbered to 3.5 and 3.6 respectively
- Under clause 4 Accessing Multipay (page 5 and 6) the following clauses have been updated to:
  - 4.10 You must ensure that any other person who operates your Multipay facility acts in accordance with this Multipay Agreement and the Manuals. Subject to law, you will be liable for any act or omission of any other person who operates your Multipay facility (whether or not you authorise them to do so) and we may enforce this Multipay Agreement against you, as if you had performed the act or failed to perform the act yourself, except to the extent that liability arises from the fraud, negligence or wilful misconduct of us or our officers, employees, contractors or agents.
  - 4.11 You must advise us promptly if your Multipay facility or your access to it is tampered with.
  - 4.12 You use any third party processing or bureau services at your own risk. We are not liable for any, omissions, losses, claims, damages, costs including any consequential loss resulting from the acts or omissions of any third party (except to the extent that the omissions, losses, claims, damages, costs are the result of our fraud, negligence or wilful misconduct or that of our officers, employees, contractors or agents). This does not permit you to process Multipay Transactions on behalf of any other businesses through your facility.'
- Under clause 5 Issuing of Instructions (page 6) clause 5.3 has been updated to:  
'We can also delay or refuse to act on your Instructions where it is reasonably necessary to comply with the law or any applicable Code or to protect our Legitimate Interests.'
- Under clause 6 Processing of Instructions (page 6) clause 6.2 has been updated to:  
'We may, acting reasonably, elect not to process affected Multipay Transactions if you breach the Multipay Agreement or applicable Payment Module Terms.'
- Under clause 8 Limitation of Liability (page 7) the following clauses have been updated:
  - the last paragraph of clause 8.1 has been updated to:  
'other than to the extent such loss, cost or damage is caused by our negligence, fraud, wilful misconduct or breach of our legal obligation to you (including that of our officers, employees, contractors or agents).'
  - the following has been added to the last paragraph under 8.3:  
'except to the extent the loss, cost or damage is caused by us or our officers, employees, contractors or agents.'
- clause 8.5 has been updated to:  
'The "Prescribed Terms" are the terms, conditions and warranties that are imported or implied by law in contracts for the supply of goods or services that may not be excluded, restricted or modified at all or only to a limited extent. Our liability for breach of a Prescribed Term is limited where permitted by law to, at our reasonable discretion, either supplying the service again or paying the cost of the re-supply.'
- Under clause 9 Your Indemnity (page 8) last paragraph on clause 9.1 has been updated to:  
'except to the extent that liability arises from the fraud, negligence or wilful misconduct of us or our officers, employees, contractors or agents.'
- Under clause 10 Notification of Errors (page 8) clauses 10.1 and 10.2 have been updated to:
  - 10.1 If you become aware of any errors or omissions in any Instructions you must promptly notify us.
  - 10.2 Where Instructions contain errors or omissions or are corrupted in any manner we may request you to provide duplicate Instructions. The duplicate Instructions must be provided within the timeframes and at the locations we specify. We will not be liable for costs incurred in providing duplicate Instructions except to the extent that any loss arises from the fraud, negligence or wilful misconduct of us or our officers, employees, contractors or agents.'
- Under clause 11 Settlement (page 9) clause 11.3 has been updated to:  
'You must obtain our prior consent to change the Nominated Settlement Account (which will not be unreasonably withheld, having regard to our Legitimate Interests).'
- Under clause 12 Returns, Rejects and Dishonours (page 9) clause 12.6 has been updated to:  
'You agree and indemnify us against any loss as a result of returned, rejected or dishonoured debit transaction (including a Direct Debit Transaction) except to the extent any loss is caused by our fraud, negligence or wilful misconduct or that of our officers, employees, contractors or agents.'
- Under clause 13 Set Off and Debiting Accounts (page 9) clause 13.1 has been updated to:  
'In order for us to protect our Legitimate Interests, we can set off any amount owed by you to us against any amount

we owe to you, including by charging the credit balance of any account you hold with us for any amount owed by you to us. We will notify you in writing if we do this. This does not apply to a loan regulated by the National Credit Code'

- Under clause 14 Fees and Charges (page 10) clause 14.2 has been updated to:  
'You agree to pay all reasonable fees and charges at the times and in the manner set out in your Letter of Offer or which may from time to time be imposed by us as permitted by your Multipay Agreement.'
- Under clause 17 Suspension and Termination (page 10 and 11) the following clauses have been updated as follows:
  - '17.1 You may terminate the Multipay Agreement (in its entirety or in relation to one or more Payment Modules) by giving us at least 30 calendar days' prior written notice.  
17.2 Subject to clause 17.3, we may by notice in writing to you:
    - (a) terminate the Multipay Agreement (in its entirety or in relation to one or more Payment Modules);
    - (b) suspend the services provided by us under the Multipay Agreement (in its entirety or in relation to one or more Payment Modules);
    - (c) update your status in Multipay so that no transactions for you or Your Customers (as the case may be) will be processed through Multipay; and/or
    - (d) take any other action which we think is reasonable and proportionate;  
such action to take effect, if:
    - (e) you fail to pay an amount due to us and such failure is not remedied within 2 Business Days;'
  - the following has been added to 17.2:  
'(q) you fail to respond to Our reasonable request for information in relation to a Multipay Transaction processed by you; or  
(r) your Financial Institution dishonours the fees charged by us for provision of Multipay.'
  - the following clause 17.3 as been added 'Unless there are exceptional circumstances (for example fraud, criminal activity), we will give you 30 calendar days' notice in writing before we take action under clause 17.2 at our reasonable discretion.'
- Under clause 18 Consequences of Termination (page 11) the following clauses under 18.2 have been updated:
  - (a) cease promoting the affected services, including ceasing use of any affected Marks;
  - (b) advise your Customers that they can no longer make payments to you using the affected services within Multipay;'
- Under clause 21 Notices from Us (page 13), the first paragraph of clause 21.3 has been updated to:  
'Except where it contravenes a law, if we send mail to your last known address, it is taken to have been received seven business days after posting.'
- Under clause 22 Assignment (page 13) the following clauses have been updated:
  - '22.1 We may assign, novate, grant security over or otherwise deal with our rights and interests under this Multipay Agreement where it is in our Legitimate Interests to do so, provided that you then have and may exercise the same rights under your Multipay Agreement against the assignee as you have against us. We do not need your consent to do this. We will notify you in writing as soon as reasonably practicable if it is reasonable to do so.
  - 22.2 You must not assign, novate, grant security over or otherwise deal with your rights and interests under this Multipay Agreement without our consent (which will not be unreasonably withheld).'
- Under clause 27 Initiating a Direct Debit Transaction and Your Obligations (page 18)
  - the following clauses in 27.4 were updated as follows:
    - '(a) provide us with a copy of any Direct Debit Request and/or Service Agreement if we reasonably request it;
    - (g) provide us with any information we may reasonably request from time to time in relation to your business and your financial position, within 14 days of our request;'
  - clause 27.4(j) has been deleted.
- Under clause 28 Your Indemnity to Us (page 19) clause 28.1 (b) has been updated to:  
'(b) pursuant to the BECS Procedures as a result of us sponsoring your participation in BECS, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents);'
- Under clause 31 Cancellation of Access to BECS (page 20) clause 31.2 has been updated to:  
'If we cancel your access to BECS pursuant to clause 31.1 we will not be liable for any claims, actions, costs or losses in connection with that cancellation except to the extent that the claims, actions, costs or losses arises from the fraud, negligence or wilful misconduct of us or our officers, employees, contractors or agents.'
- Under clause 32 General Obligations of Parties (page 20) clause 32.2 (g) has been updated to:  
'(g) make sure all information you give us is materially true and correct;'
- Under clause 35 Processing Card Transactions (including Refunds) (page 21) clause 35.3 has been updated as follows:  
'You are liable for any unauthorised refund Card Transactions processed unless the liability arises from the fraud, negligence or wilful misconduct of us or our officers, employees, contractors or agents.'
- Under clause 37 Mail Order and Telephone Order (MOTO) & E-Commerce Transactions (page 23) clause 37.2 has been updated as follows:  
'When processing MOTO and E-Commerce Transactions using your Multipay facility, you acknowledge that you will be liable for all Cardholder disputed Card Transactions except to the extent that liability arises from the fraud, negligence or wilful misconduct of us or our officers, employees, contractors or agents.'

- Under clause 41 Invalid Transactions (page 27) the following clauses have been updated as follows:
  - ‘41.3 We may, acting reasonably, refuse to accept or may charge back any Invalid Transactions we have processed to your Nominated Settlement Account or any other account you have with us.
  - ‘41.6 Subject to law, we are not liable for any Invalid Transaction or losses or inconvenience you or a Cardholder or any other person incurs because of Invalid Transactions, except to the extent that liability arises from the fraud, negligence or wilful misconduct of us or our officers, employees, contractors or agents.’
  - ‘41.7 You are liable for Invalid Transactions or any loss arising from unauthorised use of your refund password except to the extent that the loss arises from the fraud, negligence or wilful misconduct of us or our officers, employees, contractors or agents.’
- Under clause 42 Your Records (page 28) the first sentence of clause 42.2 has been updated as follows: ‘You must give us evidence reasonably satisfactory to us of a Card Transaction or a refund of a Card Transaction within 7 days if we ask for it.’
- Under clause 43 Additional Termination Rights and Consequences of Termination (page 28) clause 43.1(d) has been updated as follows: ‘if you or anyone associated with your Multipay facility is operating as a money remitter; or’
- Under clause 45 Security (page 28) the clause has been updated as follows: ‘At any time that it becomes reasonably necessary to protect our Legitimate Interests, we may request that you provide us with Security of a reasonable type, and to secure an amount specified by us. You may refuse to provide Security to us but if you do not agree to provide us with the requested Security, we may elect to terminate this Payment Module immediately. If we choose to exercise our right to terminate this Payment Module under this clause, we will retain and do not waive the right to recover from you any monies, debts costs or expenses that are owed in relation to this Payment Module notwithstanding the termination of this Payment Module.’

To find out if the information in this notice applies to your account, customers can obtain an amended copy of each of the Documents at any Suncorp branch, online at [www.suncorp.com.au/documents](http://www.suncorp.com.au/documents) or by contacting us on 13 11 55.

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