

Supplementary Product Disclosure Statement.

This is a Supplementary Product Disclosure Statement (SPDS) issued by Central Murray Credit Union Limited ABN 69 087 651 812 ASFL No 239446.

This SPDS supplements the Product and Services General Terms and Conditions, prepared on the 31st October 2014.

The purpose of this SPDS is to advise you of the introduction of new services that CMCU will be introducing.

1. Osko

- a) We subscribe to Osko under the **BPAY®** Scheme.
- b) We offer **Osko Service 1 (Payment)** which allows customers to make and receive Osko Payments in near real-time;
- c) We offer Service 1 to all our customers who satisfy the requirements set out in these Customer Terms.
- d) Osko payments will be available in CMCU Net Banking and CMCU App. CMCU will notify members should these channels change or if new channels are accessible. We will also notify you if we suspend or discontinue a channel. These notifications will be posted on our website or directly to you via mail.
- e) We will tell you if, for any reason, we are no longer able to offer you Osko.
- f) If we are no longer able to offer you Osko, you will not be able to send or receive Osko Payments through us.
- g) Where we are able to do so we will tell you:
 - i. if there are any delays in processing Transactions;
 - ii. when your Transaction is likely to be completed; and
 - iii. give you the opportunity to cancel a Transaction if it is delayed.

1.1 How to use Osko

- a) Osko payments are available to be made from any account that allows Net Banking on Part 4 of CMCU's Product Disclosure Statement – Products and Services – General Terms and Conditions.
- b) In order to make an OSKO payment you must be registered to use CMCU Net Banking and must have been allocated a user name, password and have your SMS OTP registered.
- c) You must comply with the terms and conditions applying to the account to which you request us to credit or debit an Osko Payment and/or the service you use to participate in Osko, to the extent that those account terms are not inconsistent with or expressly overridden by these Customer Terms. These Customer Terms are in addition to those terms.
- d) If there is any inconsistency between the terms and conditions applying to the relevant account and/or service and these Customer Terms, these Customer Terms will apply to the extent of that inconsistency.

1.2 Transaction limits

The Daily limit for Osko Payments form part of your Transaction Limits under Section 26 of Part 5 of CMCU's Product Disclosure Statement – Products and Services – General Terms and Conditions.

1.3 PayID

- a) You do not have to have a registered PayID.
- b) When you direct an Osko Payment to a PayID connected to a joint account, other account holders may be able to see the messages and notifications associated with the Payment. Similarly, depending on the settings you choose for your PayID, other account holders on your account may be able to see messages and notifications associated with Payments addressed to your PayID. You can obtain more information regarding the use of PayIDs by joint accounts at under Section 2 of Part 3 of CMCU's Product Disclosure Statement – Products and Services – General Terms and Conditions.
- c) When initiating a Transaction, you might direct the Transaction to an incorrect account if you get a PayID wrong. To try to avoid this, we will ask you to verify that you have the right PayID. We will do this by presenting you with the associated PayID Name as an additional confirmation of the intended recipient before you submit a Transaction. This will appear as a confirmation screen in CMCU Net Banking or CMCU App before you authorise the payment. Failure to take reasonable steps to ensure you are sending the money to the correct account, including reviewing the PayID name before authorising your payment, may increase your liability if misdirected funds cannot be subsequently recovered.
- d) In order to better provide you with the Services under Osko, we may retain, use and disclose certain information relating to PayIDs you use. For example, we may retain information relating to PayIDs you provide us in order to facilitate scheduled payments. Section 7 Part 1 of CMCU's Product Disclosure Statement – Products and Services – General Terms and Conditions has more information on how we collect, use, handle and store Personal Information such as PayIDs.

1.4 Eligibility requirements

To be eligible to make Osko payments, you must be registered for CMCU Net Banking and SMS OTP.

1.5 How Service 1 works

Once you register for CMCU Net Banking and SMS OTP you will have the ability to make Osko payments.

Service 1 offers you the ability to make a payment in near-real time to another financial institution who is also offering this service. You can make a transaction by either entering a PayID or BSB/Account Number. Once you have entered the payment details we will let you know whether the payee financial institution is able to receive this type of transaction. In rare occurrences where we will not be able to determine this before you make a payment, we will notify you after you have submitted your payment via CMCU Net Banking or CMCU App and you will be able to resend your payment using a different payment type. You can make immediate, scheduled and reoccurring payments. The status of your payment will be displayed in the transaction overview.

1.6 Payment Directions

- a) You must give us the information specified in clause 1.7 below when you send us a Payment Direction. We will then debit the account you specify with the amount of that Osko Payment on the date requested.
- b) Subject to applicable laws, including where applicable the ePayments Code, we will treat your instruction to make an Osko Payment as valid:
- c) if you provide us with the following information:
 - (A) the amount of the Osko Payment; and
 - (B) if you elect:
 - i. not to use PayID, the details of the Payee's account(s) to be credited with the amount of the Osko Payment; or
 - ii. if you elect to use PayID, the Payee's PayID;

- iii. when you give such information to us you comply with the security procedures specified in Section 19 of Part 5 of CMCU's Product Disclosure Statement – Products and Services – General Terms and Conditions.
- d) You should ensure that all information you provide in relation to an Osko Payment is correct as we will not be able to cancel an Osko Payment once it has been processed.

1.7 Information you must give us to make an Osko Payment

- a) The information you must give us to instruct us to make an Osko Payment is
 - i. the destination (either PayID or BSB/Account number)
 - ii. Amount of Transaction
 - iii. The date
 - iv. description of the transaction
- b) You acknowledge that we are not obliged to affect an Osko Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

1.8 Investigations and liability for unrecoverable funds

CMCU has obligations in relation to investigating and recovering funds sent as Osko payments. CMCU is also committed to obligations under ePayments Code in relation to investigating and recovering mistaken payment. Members should note their liability in relation to funds that cannot be recovered, as set out in Section 19 of Part 5 of CMCU's Product Disclosure Statement – Products and Services – General Terms and Conditions.

1.9 Security

CMCU outlines ways to keep your passcodes and computers safe in Section 7 and 19 of Part 5 of CMCU's Product Disclosure Statement – Products and Services – General Terms and Conditions. .

1.10 Fees and Charges

All CMCU's fees and charges are outlined in our Schedule of Fees, Charges and Member Rewards brochure, available at www.cmcu.com.au. CMCU reserves the right to introduce or amend fees in relation to this service

1.11 Payment disputes and investigations

We will keep you informed of the progress of all disputes and investigations. However we may not notify you or keep you informed of certain investigations and disputes where we reasonably determine that doing so will, or is likely to, compromise the integrity of the investigation or Osko more broadly.

1.12 Notifications

- a) Subject to clause 1.11, we will inform you via normal channels (being CMCU Net Banking, CMCU App and monthly statements) when:
 - i. we confirm and validate each Payment Direction or Payment Request you give us;
 - ii. a Transaction you have initiated:
 - (A) is successfully completed; or
 - (B) fails for any reason; and
 - iii. (iii) an Osko Payment has been deposited into your account.
- b) You may also, at any time, access a record of all Transactions which you have been involved with via CMCU Net Banking, CMCU App and monthly statements.

1.13 Limitation of liability

See section 30 of Part 5 of CMCU's Product Disclosure Statement – Products and Services – General Terms and Conditions.

When we and the sending financial institution determine that an Osko Payment made to your account is either a mistaken internet payment or a misdirected payment, we may, without your consent, and subject to complying with any other applicable terms and conditions, deduct from your account an amount equal to that mistaken internet payment or misdirected payment, we will notify you if this occurs.

1.14 Suspension and termination

1.14.1 Suspensions and terminations for your default

We may suspend or terminate your participation in Osko if:

- a) we suspect that you, or someone acting on your behalf, is being fraudulent;
- b) we suspect that you are using Osko in a manner that will or is likely to affect our ability to continue providing Osko to you or our other customers;
- c) you breach any obligation under these Terms which is capable of remedy and do not remedy that breach within 20 Business Days of receipt of a notice from us specifying the breach and requiring the breach to be remedied;
- d) you breach any obligation under these Terms which is incapable of remedy;
- e) you suffer an Insolvency Event;
- f) CMCU has any other reasonable grounds for terminating your participation, and provides you with adequate notice prior to terminating your participation.
- g) If your PayID has been suspended or terminated in accordance with this section, it may not be transferred or updated until it has been unlocked.

1.14.2 Other suspension or termination events

In addition to clause 1.14.1, we may immediately terminate and/or suspend your participation in Osko by notifying you if:

- a) our membership to the Scheme or our subscription to Osko is suspended, ceases or is cancelled (as the case may be) for any reason;
- b) we have other reasonable grounds, as determined by CMCU, for suspending your participation in Osko.

1.14.3 Consequences of termination

Termination or suspension of your right to use Osko does not:

- a) prejudice any claims either party may have against the other in respect of any then subsisting breaches of these Terms; or
- b) otherwise affect the accrued rights or remedies of either party.

1.15 Changes to terms

- a) We may change these Terms or any documents referred to in these Terms at any time by giving you at least 30 days written notice before such change takes effect.
- b) Unless a change under paragraph (a) is reasonably necessary to:
 - i. comply with any law;
 - ii. accommodate changes in the operation of the BPAY® Scheme or Osko;
 - iii. accommodate changes in our operations or systems;
 - iv. comply with BPAY®'s or our security policies and procedures, or
- c) you may terminate your participation in Osko by giving us written notice at any time before such change takes effect. Any such termination under this clause will take effect on the day before the date notified by us that the change takes effect.

1.16 Privacy and confidentiality

- a) Your privacy is important to us. We only collect, use or store your Personal Information in accordance with the requirements of the Privacy Law and our Privacy Policy.
- b) We will keep any information you provide to us confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- c) In order to provide you with services under Osko, we may need to disclose your Personal Information (including updates to such Personal Information notified to us under paragraph (e)) to BPAY® and/or its Service Providers. If we do not disclose your Personal Information to BPAY® or its Service Providers, we will not be able to provide you with services under Osko.
- d) Accordingly, you agree to our disclosing to BPAY®, its Service Providers and such other participants involved in Osko such Personal Information relating to you as is necessary to facilitate the provision of Osko to you.
- e) You must notify us if any of your Personal Information changes.
- f) You can request access to your information held by us by contacting us in accordance with the procedures set out in our privacy policy.
- g) Our privacy policy contains information about how you may complain about a breach of the Privacy Act 1988 (Cth), and the process by which your complaint will be handled.

1.17 Notices/miscellaneous

From time to time, we may need to provide to BPAY® certain information regarding our Organisational members and their use of Osko, including for the purposes of monitoring and managing fraud relating to Osko. If you are an Organisational member, you consent to the inclusion of your name and any other details and information relating to you, in any reports we are required to provide to BPAY®.

1.18 Definitions

Adjustment means a transaction initiated by us or you to adjust or reverse an Osko Payment which has already been cleared and settled.

BPAY® means **BPAY® Pty Ltd** (ABN 69 079 137 518), Level 1, 255 George Street, Sydney NSW 2000.

BPAY® Scheme means the scheme operated by **BPAY®** which governs the way in which we provide Osko to you.

Insolvency Event occurs in respect of a person if:

- a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act 2001 (Cth)); or
- b) it has had a Controller (as defined in the Corporations Act 2001 (Cth)) appointed, or is in liquidation, in provisional liquidation, under administration or wound up or has had a Receiver (as defined in the Corporations Act 2001 (Cth)) appointed to any part of its property; or
- c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute, or dissolved; or
- d) an application or order has been made, resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above; or
- e) it is taken (under section 459F(1) of the Corporations Act 2001 (Cth)) to have failed to comply with a statutory demand; or

- f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act 2001 (Cth) (or it makes a statement from which a reasonable person would deduce it is so subject); or
- g) it is otherwise unable to pay its debts when they fall due; or
- h) something having a substantially similar effect to (a) to (g) happens in connection with that person under the law of any jurisdiction.

Organisation means any of the following persons:

- a) a natural person (i.e. an individual) acting in their capacity as a trustee, sole trader or partner of a partnership;
- b) a body corporate in its personal capacity or as a trustee;
- c) a government agency;
- d) an unincorporated body or association; or
- e) a firm or partnership.

Organisational Payer means a Payer who is an Organisation.

Osko means the Osko payment service provided by **BPAY®**.

Osko Payment means a payment made by or on behalf of a Payer to a Payee using Osko.

Payee means a customer who uses Osko to receive Osko Payments or Adjustments and send Payment Requests.

Payer means a customer who uses Osko to make Osko Payments or Adjustments and receive Payment Requests.

PayID means a smart address for Payments and Payment Requests, composed of a permitted PayID Type linked to a Nominated Account.

PayID Name means the name that reasonably and accurately reflects a registered Customer's real name that can be used to confirm the recipient of a Payment or a Payment Request.

PayID Type means a piece of recognisable and memorable information that can be linked to a Nominated Account to create a PayID. Supported PayID Types include phone number, email address, Australian Business Numbers and other organisational identifications.

Payment Direction means a direction from a Payer to effect an Osko Payment or Adjustment.

Payment Request has the meaning given in clause 1.6.

Personal Information means personal information, as that term is defined in the Privacy Law that is provided to, or obtained or accessed by, us in the course of providing Osko to you.

Privacy Law means the Privacy Act 1988 (Cth) and any legislation which applies to you from time to time in force in Australia.

Privacy Policy means our Privacy Policy as amended from time to time and available at www.cmcu.com.au.

Service 1 or **Payment** means the Osko service described at clause 1(b).

Service Provider means a person engaged by **BPAY®** to provide goods or services to **BPAY®** in connection with Osko.

Transaction means an Osko Payment, Adjustment and/or a Payment Request.

2 PayID Terms of Use

2.1 Definitions

Account means your account with us.

Authorised User means you and any person you have authorised to operate your Account.

Closed in relation to a PayID, means a PayID which is removed from the PayID service, and unable to be used for NPP Payments.

Locked in relation to a PayID, means a PayID which we have temporarily disabled in the PayID service.

Misdirected Payment means an NPP Payment erroneously credited to the wrong account because of an error in relation to the recording of the PayID or associated account information in the PayID service.

Mistaken Payment means an NPP Payment, made by a payer who is a 'user' for the purposes of the ePayments Code, which is erroneously credited to the wrong account because of the payer's error.

NPP means the New Payments Platform operated by NPP Australia Limited.

NPP Payments means payments cleared and settled via the NPP.

PayID means the identifier you choose to use to receive NPP Payments.

PayID Name means the name we give you or the name selected by you (with our approval) to identify you to Payers when your PayID is used to make an NPP Payment.

PayID service means the central payment addressing service which is available for addressing NPP Payments.

PayID Type means the type of identifier you select for receiving NPP Payments, which may be your mobile number, email address or Australian Business Number (ABN).

Privacy Law means the *Privacy Act 1988 (Cth)* and regulations made under the Act.

We, us and our means Central Murray Credit Union Limited ABN 69 087 651 812.

You and your means a person who, at the time a PayID service is provided, is an individual or a business organisation that is our customer (or prospective customer).

2.2 Making and receiving NPP Payments using PayID

1. The PayID service is the NPP Payment addressing service that enables payers to make NPP Payments to payees using an alternative identifier instead of Account details.
2. Before you can create your PayID to receive NPP Payments into your Account, you have to satisfy us that you either own or are authorised to use your chosen PayID and you have an eligible Account. For details of eligible accounts go to www.cmcu.com.au/osko.
3. Whether you choose to create a PayID for your Account or not, you and each Authorised User, may use a payee's PayID to make particular types of NPP Payments to the payee from your Account provided that:
 - a. we and the payee's financial institution support the NPP Payment service;
 - b. the payee's account is able to receive the particular NPP Payment; and
 - c. the PayID is not locked.

2.3 For terms of:

- a. how PayID may be used for particular NPP Payment services, your obligations to input correct PayID details and to check the payee's PayID Name before sending an NPP Payment see www.cmcu.com.au/osko; and

- b. (b) your rights in relation to the investigation and recovery of Mistaken Payments, Misdirected Payments and unauthorised (including fraudulent) NPP Payments, go to www.cmcu.com.au/osko.

2.4 Choosing a PayID and PayID Name

1. You can review the full list of PayID Types we support at www.cmcu.com.au/osko. We may update this list from time to time.
2. You may create a PayID as long as it is a supported PayID Type. Some PayID Types are restricted to business customers and organisations. Only eligible customers will be able to create a PayID that is a restricted PayID Type.
3. You must satisfy us that you own or are authorised to use your chosen PayID before you can use it to receive NPP Payments. This means we may ask you to provide evidence to establish this to our satisfaction, whether you are already registered for any other mobile or online banking or online payment services with us or not.
4. Depending on the policy of a payer's financial institution, your PayID Name may be displayed to payers who send NPP Payments to you. At the same time, you create your PayID, we will either enable you to:
 - a. confirm your selection of a PayID Name for display to payers; or
 - b. select an alternative PayID Name, such as your business name, for display.
5. We will not permit selection of a PayID Name that is likely to mislead or deceive a payer into sending you NPP Payments intended for another payee, or which for any reason is inappropriate.

2.5 Creating your PayID

1. You can create a PayID for receiving NPP Payments at your nearest branch. We will not create a PayID for you without your prior consent.
2. You may choose to create more than one PayID for your Account.
3. If your Account is a joint account, you and each other joint account holder can create a unique PayID for the Account.
4. If you have Authorised Users on your Account, each Authorised User may create a unique PayID for the Account.
5. Once a PayID is created and linked to your Account, it may not be used in relation to any other account with us or with any other financial institution. See clause 2.6(2) and 2.6(3) for details on transferring PayIDs.
6. The PayID service does not support duplicate PayIDs. You can contact us to discuss duplicate PayIDs. We cannot disclose details of any personal information in connection with duplicate PayIDs.

2.6 Transferring your PayID to another Account

1. You can transfer your PayID to another account with us or to an account with another financial institution by submitting a request to our nearest branch.
2. A transfer of your PayID to another account with us will generally be effective immediately, unless we notify you otherwise.
3. A transfer of your PayID to another financial institution is a two-step process initiated by you and completed by that financial institution. First, ask us to put your PayID into a transfer state and then complete the transfer via your new financial institution. Until the transfer is completed, NPP Payments to your PayID will be directed to your Account with us. If the other financial institution does not complete the transfer within 14 days, the transfer will be deemed to be ineffective and your PayID will remain with your Account. You can request transfer of your PayID at any time.

4. A locked PayID cannot be transferred: see clause 2.9(2).

2.7 Transferring your PayID from another Financial Institution to your Account

To transfer a PayID that you created for an account with another financial institution to your Account with us, you will need to start the process with that financial institution.

2.8 Closing a PayID

1. To close your PayID, contact your nearest branch.
2. You must notify us immediately if you no longer own or have authority to use your PayID.

2.9 Locking and Unlocking a PayID

1. We monitor PayID use to manage PayID misuse and fraud. You acknowledge and consent to us locking your PayID if we reasonably suspect misuse of your PayID or use of your PayID to procure NPP Payments fraudulently.
2. Request to unlock a locked PayID may be made by contacting your nearest branch.

2.10 NPP Payments

1. We will ensure that your PayID and Account details are accurately recorded in the PayID service.
2. Where we and the sending financial institution determine that an NPP Payment made to your Account is either a Mistaken Payment or a Misdirected Payment, we may, without your consent, and subject to complying with any other applicable Terms and Conditions, deduct from your Account, an amount up to the original amount of the Mistaken Payment or Misdirected Payment. We will notify you if this occurs.

2.11 Privacy

1. By creating your PayID you acknowledge that you authorise:
 - a. us to record your PayID, PayID Name and Account details (including full legal account name) (PayID Record) in the PayID service;
 - b. NPP Participants which are payers' financial institutions to use your PayID information for the purposes of constructing NPP payment messages, enabling payers to make NPP Payments to you, and to disclose your PayID Name to payers for NPP Payment validation.
2. To the extent that the creation and use of the PayID Record constitutes a disclosure, storage and use of your personal information within the meaning of the Privacy Law, you acknowledge and agree that you consent to that disclosure, storage and use.