

Bendigo Foreign Exchange

Terms & Conditions.

28 February 2025

Bendigo Foreign Exchange Terms and Conditions

This document sets out the Terms and Conditions on which Bendigo and Adelaide Bank Limited ABN 11 068 049 178 (**BEN**) will provide you with access to its foreign exchange currency dealing service (**Service**), which includes an online currency dealing platform (**Online FX**) for users who register for it. This document must be read in conjunction with the Foreign Exchange Customer Services Application form and the terms and conditions of Bendigo e-banking, and the BEN Account from which funds will be made available for use with the Service. You should read these documents carefully before entering into any foreign currency transactions through the Service.

If you enter into any foreign currency transactions covered by these Terms and Conditions, you risk incurring a loss and by entering into any foreign currency transactions covered by these Terms and Conditions, you accept that risk. If you do not understand this risk or are not willing to accept risk and possible loss, you should not enter into foreign currency transactions. You are responsible for monitoring your own transactions. BEN is not liable for any loss suffered by you in relation to foreign currency transactions in any circumstances, except to the extent that liability arises due to our fraud, wilful misconduct or negligence or that of our employees or agents.

Table of Contents	Page
1 Definitions and interpretation	3
2 Availability of Service	5
3 Multi-factor authentication and Bendigo Bank app	5
4 Entering into Transactions	6
5 Information required to process Transactions	6
6 Cleared funds must be available	7
7 Restrictions on Transactions	7
8 Settlement of Transactions	7
9 Predelivery of Foreign Exchange Contracts	8
10 Payments to beneficiaries	8
11 Acknowledgements	9
12 Representations and warranties	9
13 Indemnity and liability	10
14 Suspension of the Service	10
15 Default and termination	10
16 Interest	11
17 Authority	11
18 Trustee authority	11
19 Costs	12
20 Notices	12
21 Variation	12
22 No reliance on advice	14
23 No assignment	14
24 Power of attorney	14
25 Inconsistency	14
26 Counterparts	14
27 Resolving Complaints	14
28 Governing law	15

1 Definitions and interpretation

Agreement means together:

- (a) these Terms and Conditions;
- (b) your Foreign Exchange Customer Services Application;
- (c) the terms and conditions of Bendigo e-banking; and
- (d) the terms and conditions of the BEN Account from which funds will be made available for use with the Online FX dealing platform.

Authorised Representative means any person who is:

- (a) authorised by you to provide instructions and authorise transactions on your behalf for use of the Service; and
- (b) who is registered by BEN as authorised to use the Service on your behalf.

In relation to matters of financial difficulty, your Authorised Representative may include a financial counsellor or other person nominated by you.

Banking Code of Practice means the Banking Code of Practice published by the Australian Banking Association from time to time and adopted by BEN.

BEN means Bendigo and Adelaide Bank Limited ABN 11 068 049 178.

Beneficiary means a third party that you nominate that is to be transferred the proceeds of a Transaction.

Business Day means a day when we are open for business in Sydney or Melbourne, excluding a weekend or public holiday.

Foreign Exchange Contract means an agreement between you and BEN for the sale or purchase of foreign currency and includes:

- (a) Value Today Transactions; or
- (b) Value Tomorrow Transactions; or
- (c) Spot Transactions; or
- (d) Forward Exchange Contracts,

as described in the Product Disclosure Statement.

Foreign Exchange Customer Services Application means the BEN Foreign Exchange Customer Services Application form.

Foreign Exchange Order means a Target Order and a Stop Loss Order.

Forward Exchange Contract means a Transaction with a Settlement date that is more than two Good Business Days after the Trade Date.

Good Business Day means a day that is not a Saturday, Sunday or public holiday in Sydney, New York and the financial centre relevant to the currency pair being traded. For example, where the currency pair being traded is AUD/GBP, a Good Business Day will be a day that is not a Saturday, Sunday or public holiday in Sydney, New York and London.

MFA means the multi-factor authentication options we make available for you to use from time to time as described in the "Multi-factor authentication" clause in these Terms and Conditions

Online FX means the foreign exchange currency dealing platform made available by BEN pursuant to these Terms and Conditions.

Product Disclosure Statement means the product disclosure statement for the Service issued by BEN and available at <https://www.bendigobank.com.au/disclosure-documents/>

Service means BEN's foreign exchange currency dealing service, which includes an online currency dealing platform for users who register for it.

Settlement means completion of the sale or purchase of a currency pair as required under clause 8.

Spot Transaction means a Transaction with a Settlement date that is two Good Business Days after the Trade Date.

Stop-Loss Order is where you instruct BEN to complete a Foreign Exchange Contract on your behalf when the prevailing exchange rate deteriorates (moves adversely) to a specified stop-loss exchange rate (stop-loss rate). When the exchange rate of the relevant currencies quoted by BEN reaches or exceeds your specified stop-loss rate, BEN will execute your Stop-Loss Order by completing the Foreign Exchange Contract on a best endeavours basis at that rate, or the next best available exchange rate. Outcomes achieved can be worse than the specified stop-loss rate, based on market conditions. Stop Loss Orders are not available via Online FX.

Target Order is where you instruct BEN to complete a Foreign Exchange Contract for you if the prevailing exchange rate reaches a target rate. A target rate specified by you needs to be a rate that provides you with a more beneficial settlement currency equivalent than the prevailing exchange rate. When the exchange rate of the relevant currencies quoted by BEN reaches your target rate, BEN will execute your Target Order and complete the Foreign Exchange Contract at the target rate on a best endeavours basis at that rate. Target Orders are not available via Online FX.

Terms and Conditions means these terms and conditions relating to use of the Service.

Trade Date means, in relation to the purchase or sale of currency, the date you and BEN enter into an agreement for the purchase or sale of the currency.

Transaction means an arrangement between you and BEN for the sale or purchase of foreign currency in accordance with a Transaction Request on the terms of this Agreement, and includes Foreign Exchange Orders, where applicable.

Transaction Request means a request made by you for the purposes of clause 4 to enter into a Transaction in relation to foreign currency.

Value Date means the date of Settlement of a Transaction, which is:

- (a) the same date as the Trade Date for Value Today Transactions;
- (b) the next Good Business Day for Value Tomorrow Transactions;
- (c) two Good Business Days for Spot Transactions contracts; and
- (d) more than two Good Business Days after the Trade Date, as specified in the Forward Exchange Contract.

Value Today Transaction means a Transaction with a Settlement date that is on the Trade Date.

Value Tomorrow Transaction means a Transaction with a Settlement date that is one Good Business Day after the Trade Date.

'We', 'our' or 'us' means BEN.

You, your and similar terms mean the person listed under Section 1: Customer Details in the Foreign Exchange Customer Services Application and includes your Authorised Representatives.

1.2 Interpretation

The following apply in the interpretation of these Terms and Conditions, unless the context requires otherwise.

- (a) A reference to these Terms and Conditions, this agreement, this document or a similar term means either the terms and conditions set out in this document or the document itself, as the context requires, as varied, novated or replaced in any way.

- (b) A reference to a law includes any law, principle of equity, statute and official directive of any governmental authority.
- (c) A reference to any statute, regulation, code, rule or similar instrument includes any consolidations, amendments or re-enactments of it, any replacements of it, and any regulation or other statutory instrument issued under it.
- (d) A reference to the singular includes the plural number and vice versa.
- (e) A reference to a gender includes a reference to each gender.
- (f) A reference to a party means a person who is a party to this Agreement.
- (g) A reference to a party or a person includes that party's or person's executors, legal personal representatives, successors, liquidators, administrators, trustees in bankruptcy and similar officers and, where permitted under these Terms and Conditions, their substitutes and assigns.
- (h) An agreement on the part of, or in favour of, two or more persons binds or is for the benefit of them jointly and severally.
- (i) Where a word or expression has a defined meaning, its other grammatical forms have a corresponding meaning.
- (j) A reference to doing something includes an omission, statement or undertaking (whether or not in writing) and executing a document.
- (k) A reference to a clause is a reference to a clause of these Terms and Conditions.
- (l) A reference to time is to the time in the place where a thing is to be done, unless specified otherwise.
- (m) A heading is for reference only. It does not affect the meaning or interpretation of these Terms and Conditions.

2 Availability of Service

2.1 BEN agrees to make the Service available to you on the terms and conditions set out in the Agreement.

2.2 You agree that:

- (a) you will need to have customer access to BEN's e-banking platform, and be registered for a BEN Account, in order to undertake Transactions through the Service; and
- (b) your access to the Service will:
 - (i) be suspended for any period of time that your customer access to BEN's e-banking platform is suspended; and
 - (ii) terminate automatically if your access to BEN's e-banking platform is terminated.

3 Multi-factor authentication

Multi-factor authentication (or "MFA") is a security measure that requires two or more proofs of identity to verify a user. Asking for additional details to confirm your identity provides greater security compared to a password alone, making it harder for unauthorised persons to access your accounts and information.

We may require that you use one or more of the MFA options we make available to you to log in to Bendigo e-banking, to access or use certain parts of Bendigo e-banking, to request or authorise certain transactions or changes in Bendigo e-banking or to register a device to use the Bendigo Bank app, in our discretion. When we do so, we may refuse to provide you with the relevant access or refuse to accept the relevant request or instruction from you unless the MFA is successful.

The MFA options available may change from time to time and may differ depending on how you are accessing Bendigo e-banking. Some MFA options include use of a one-time passcode which we send to you by SMS to

your registered mobile number, email to your registered email address or in some other way, or that you generate using a device or software we have agreed you may use.

You must keep any one-time passcode we send you or that you generate for MFA purposes secret and not disclose it to any person.

You can change the mobile number or email address that is registered with us for MFA by contacting us.

3A **Bendigo Bank App**

This clause applies if you access Bendigo e-banking through the Bendigo Bank app.

If you download and access Bendigo e-banking through the Bendigo Bank app, you will need to log in using your Bendigo e-banking Access ID and Password and register the device you are using. We may de-register a device or require that you re-register the device through the Bendigo Bank app at any time in our discretion.

After you have registered your device, we may give you the ability to set a four-digit PIN or use your device's biometric authentication features (if available) to log in or authenticate yourself in the app in the future or to use it as an additional MFA option.

You must ensure that you keep your Bendigo Bank app four-digit PIN secret and secure and not disclose it to anyone. You must only enable use of a biometric authentication feature on your device in the Bendigo Bank app (if available) while you are the only person who has registered their biometric information on the device. If any other person's biometric information is registered on your device as part of the biometric authentication feature you will be taken to have authorised that person to access and operate on your accounts and information through the Bendigo Bank app and you will be liable and responsible for their actions.

4 **Entering into Transactions**

4.1 You may make a Transaction Request in relation to a currency pair by selecting the currency pair and the Value Date for the relevant currency pair via the Service.

4.2 BEN may quote a price at which it will buy or sell currency (**quote**) on the Trade Date in response to your Transaction Request.

4.3 If BEN provides a quote in response to your Transaction Request, you may accept the quote within the period of time specified by BEN (which will be reasonable and practical).

4.4 If you accept the quote provided by BEN within the period of time specified by BEN, you enter into an agreement with BEN to effect a Transaction:

- (a) at the currency exchange rate specified by BEN; and
- (b) for the amount you identified in the Transaction Request.

4.5 If you do not accept the quote provided by BEN within the time specified by BEN:

- (a) no agreement will be entered between you and BEN in respect of the quote provided by BEN in relation to the currency pair; and
- (b) you will be required to request a new quote for the relevant currency pair.

4.6 BEN is not obliged to provide a quote in response to your Transaction Request where the Trade Date you request for that currency pair is not a Good Business Day.

4.7 For the purposes of clauses 4.3, 4.4 and 4.5, where you transact through Online FX, the time specified by BEN will be the time displayed on Online FX.

5 **Information required to process Transactions**

5.1 You must provide BEN with the following information at Settlement:

- (a) the account from which you authorise BEN to debit the amount of the Transaction; and
- (b) if payment is to be made to a third party beneficiary (**beneficiary**) after settlement of a Transaction (as applicable):

- (i) the name and address of the beneficiary;
- (ii) the bank name and address of the beneficiary's bank;
- (iii) the BSB, routing number or equivalent for the beneficiary's bank; and
- (iv) the account number or International Bank Account Number (IBAN) of the beneficiary;
- (v) the beneficiary bank's SWIFT code; and
- (vi) any other information required by the beneficiary bank, as requested by BEN to provide.

5.2 You acknowledge that:

- (a) BEN is not obliged to effect a Transaction if all of the information set out in clause 5.1 is not provided by you or any of it is incorrect;
- (b) if BEN requires further information to process the Transaction, BEN will contact you or your Authorised Representative via telephone; and
- (c) in the event that the necessary information is not received prior to the relevant currency pair cut-off time (see clause 8.1), the Transaction will not be settled and any rights or entitlements you had in respect of the Transaction will be null and void.

6 Cleared funds must be available

- 6.1 You must have cleared funds available in your account, of an amount equal to or greater than the sum of the Transaction and any relevant transaction fees, at the time of Settlement.
- 6.2 BEN may refuse to process a Transaction Request if there are insufficient funds available for withdrawal at the time of Settlement.

7 Restrictions on Transactions

- 7.1 BEN may impose:
- (a) restrictions on the accounts from which a Transaction may be made; or
 - (b) daily limits on the value of Transactions.
- 7.2 BEN may impose such restrictions, or change the daily limit for Transactions, at any time at its discretion by giving you prior notice.

8 Settlement of Transactions

- 8.1 Where you have made an agreement with BEN under clause 4.4 to enter into a Transaction, you must settle the Transaction no later than the cut-off time listed below for the relevant currency pair on the Value Date.

Times (AEST)	10.00am	10.30am	11.00am	1.00pm	2.00pm	3.00pm
Currencies	JPY, NZD	THB, INR, PHP, IDR	SGD, HKD, FJD	ZAR	DKK, SEK	EUR, USD, GBP, NOK, CHF, CAD, CNY

- 8.2 BEN may amend the settlement times for currency pairs set out in clause 8.1 by making the amended cut-off times available on Bendigo e-banking available at: <https://www.bendigobank.com.au/help/ebanking/>.
- 8.3 Settlement of a Transaction is deemed to have been effected when funds have been transferred from your nominated account by the cut-off time specified in clause 8.1.
- 8.4 If you do not effect Settlement of a Transaction before the time specified in clause 8.1:
- (a) Unless the failure to effect Settlement is due to the actions or inactions of a third party or due to our fraud, wilful misconduct or negligence or that of our employees or agents, you will be in default of your agreement with BEN in relation to the relevant Transaction;

- (b) you must take such actions as are reasonably necessary to mitigate the consequences of your default, including doing such things and effecting such transactions as BEN reasonably requires; and
- (c) BEN reserves the right to recover from you any direct losses that it has incurred as a result of your default, except to the extent that loss arises due to our fraud, wilful misconduct or negligence or that of our employees or agents.

8.5 BEN will provide details for all settled Transactions by email, and make available to you a list of all settled and unsettled Transactions.

8.6 For the purposes of clause 8.5, BEN will make details for settled and unsettled Transactions undertaken through Online FX available to you via Online FX.

9 Predelivery of Foreign Exchange Contracts

The following conditions apply in relation to the predelivery of an amount under a Foreign Exchange Contract:

- (a) Any request by you for the predelivery of any amount under a Foreign Exchange Contract before the Value Date must be provided to BEN with sufficient time to meet the relevant currency pair cut off time on the delivery date.
- (b) BEN has absolute discretion as to whether or not to agree to a request to predeliver an amount under a Foreign Exchange Contract.
- (c) If BEN agree to predeliver an amount under a Foreign Exchange Contract, BEN will, at the time of pricing, provide you with an indicative predelivery price. If you do not accept the indicative pricing, no change will be made to the Foreign Exchange Contract and the original terms will prevail.
- (d) The amount required to be delivered by BEN on the Value Date for a Foreign Exchange Contract will be reduced by any amount predelivered by BEN under that Foreign Exchange Contract.
- (e) A predelivery of an amount under a Foreign Exchange Contract will not be available for Transactions entered into via Online FX.

10 Payments to beneficiaries

10.1 If you nominate a beneficiary in respect of a Transaction, payment of the proceeds of the Transaction will occur in accordance with this clause 10 (**Third Party Transfer**),

10.2 BEN will pay the proceeds of a Transaction to the beneficiary following Settlement on the Value Date.

10.3 You agree that payment of the proceeds of a Transaction to a beneficiary may not occur where the Value Date is not a Good Business Day.

10.4 You agree that:

- (a) a Third Party Transfer, once effected, is irrevocable and cannot be cancelled;
- (b) you will be liable to pay fees and charges to BEN in respect of the Third Party Transfer;
- (c) the bank or financial institution of the beneficiary you nominate may:
 - (i) deduct a fee from the proceeds of any Third Party Transfer; or
 - (ii) levy other processing charges,the amounts of which are not disclosed to BEN, and if these charges are deducted from the amount of the Third Party Transfer, the beneficiary will receive a lesser amount than transmitted;
- (d) the bank or financial institution of the beneficiary may deduct charges for any payments that they reject, the amounts of which are not disclosed to BEN;
- (e) BEN is not responsible for any delays in transmission or payment caused by circumstances beyond our control; and
- (f) BEN will have no liability to you for any loss you may incur for the failure to make a payment to a beneficiary in the circumstances described in clause 10.4(a).

10.5 In relation to mistaken, unauthorised or fraudulent Third Party Transfers:

- (a) You will receive a receipt of the Third Party Transfer via email, which should be carefully checked. Any disagreement with the details of the receipt should be acted upon immediately to ensure there has been no confusion with the commercial terms of the transaction.
- (b) You must notify BEN immediately:
 - (i) if you become aware that you have made a mistake when requesting a Third Party Transfer;
 - (ii) you or your Authorised Representative did not authorise the Third Party Transfer from your account;
 - (iii) if you believe that a Third Party Transfer was not processed in accordance with your instructions; or
 - (iv) if you believe that you or your Authorised Representative have been fraudulently induced to make a Third Party Transfer.
- (c) BEN may suspend your or your Authorised Representative's right to use the Third Party Transfer service at any time if you or your Authorised Representative is suspected of acting in a fraudulent manner.

11 Acknowledgements

11.1 You acknowledge and agree that:

- (a) BEN is authorised to accept and act upon any email it receives which purports to be from any Authorised Representative and which BEN has confirmed by telephone with the Authorised Representative.
- (b) BEN may confirm a Transaction Request by telephone or electronically with any or all Authorised Representatives.
- (c) BEN may require an Authorised Representative to identify themselves in any manner BEN considers appropriate in the circumstances.
- (d) BEN is not responsible for any loss, damage or liability that you may suffer or incur by reason of or in connection with:
 - (i) BEN acting on any Transaction Request which purports to have been settled by any Authorised Representative; or
 - (ii) BEN refusing to act on any Transaction Request which purports to have been settled by any Authorised Representative; or
 - (iii) any error contained in a Transaction Request; or
 - (iv) any delay in transmission of the Transaction Request; or
 - (v) lack of receipt of any Transaction Request by BEN,which was not caused or contributed to by any act or omission of BEN.

12 Representations and warranties

You acknowledge and agree that there are risks inherent in the Transactions. You represent and warrant that, in determining whether to enter into a Transaction and in selecting any particular foreign currency:

- (a) you have independently assessed and accepted the risk of movements, including adverse movements, in exchange rates;
- (b) you understand that BEN does not provide any advice or recommendations in relation to the Transactions;
- (c) you are entering into each Transaction for valid commercial reasons and not for speculative purposes; and

- (d) you have not relied on any advice, recommendation, opinion or statement made by BEN or any of BEN's officers, directors or employees.

13 Indemnity and liability

- 13.1 You indemnify BEN in respect of any reasonable and direct losses, damages or liabilities that BEN may suffer or incur (including legal costs) as a result of BEN acting in good faith in accordance with this Agreement, excluding loss, damage or liabilities arising from the negligence of, wilful misconduct or fraud by us, our officers, directors or employees.
- 13.2 To the extent permitted by law, BEN is not liable for any loss or damage that you suffer in connection with this Agreement or your use of the Service, excluding loss or damage arising from the negligence of, wilful misconduct or fraud by us, our officers, directors or employees.

14 Suspension of the Service

- 14.1 You acknowledge that BEN may at any time suspend the Service, wholly or in part (including Online FX) and/or prevent you from lodging Transaction Requests where BEN (in its sole discretion, acting reasonably) considers such suspension necessary, including to respond to security or unauthorised transaction risks.
- 14.2 BEN retains the sole discretion regarding the features, functions and other benefits of the Service or Online FX and BEN may at any time vary, modify or suspend the features, functions and other benefits available to you in respect of the Service or Online FX or your access to or use of the Service or Online FX by giving you notice of such variation, modification or suspension.

15 Default and termination

- 15.1 You are in default if:
 - (a) you do not pay an amount you owe to BEN in accordance with this Agreement unless this is due to the actions or inactions of a third party which is resolved within three Business Days;
 - (b) you breach any obligation of this Agreement or any other agreement between us and if the breach can be remedied, it is not so remedied within three Business Days;
 - (c) you make a representation to us that is false or misleading in a material way;
 - (d) you become insolvent or an insolvent under administration (as defined in the *Corporations Act 2001* (Cth)), in receivership, in receivership and management, under administration, in liquidation, in provisional liquidation, subject to statutory management or judicial management, wound up, subject to any arrangement, assignment or composition, or dissolved; or
 - (e) you as an individual:
 - (i) state that you are unable to pay all of your debts as and when they become due and payable;
 - (ii) have a bankruptcy notice issued against you or a receiver or a trustee for creditors or a trustee in bankruptcy appointed to any of your property;
 - (iii) enter into, or attempt to enter into, or convene a meeting for the purpose of entering into, an arrangement, assignment or composition with your creditors; or
 - (iv) have an event occur in relation to you which is analogous to anything referred to above or which has a substantially similar effect.
- 15.2 If you are in default, BEN may:
 - (a) terminate any Transaction Request that has not yet settled; or
 - (b) negotiate with you to vary the terms of this Agreement; or
 - (c) terminate any of its obligations under this Agreement,
or any combination of (a), (b) or (c), and you will be liable to pay BEN:
 - (d) any outstanding fees; and

- (e) any costs or charges incurred by BEN in respect of your default, including any costs BEN may incur on a mark-to-market basis (which may result in an adverse outcome for you).

15.3 If you are in default, and BEN elects to terminate any Transaction that has not yet settled, BEN must:

- (a) calculate in Australian dollars (or any other currency as we choose in good faith) the mark-to-market value of the Transaction as at the termination date using prevailing market rates as BEN choose in good faith, and
- (b) determine the mark-to-market value by considering what a person would pay BEN to take over your rights under each Transaction (expressed as a negative number), or what BEN would have to pay another person (expressed as a positive number) to take over your rights and obligations under the terminated Transaction, and
- (c) notify you as soon as possible after making these calculations, and
if the amount is greater than zero, you must pay BEN that amount, and if the amount is less than zero, BEN must pay you that amount.
- (d) Either BEN or you must pay any amount payable under this clause within two Business Days of BEN giving the notice in clause 15.3(c).
- (e) BEN may set off money which it owes to you under this Agreement against money which you owe to BEN, whether or not under this Agreement.

16 Interest

- 16.1 You must pay BEN interest on amounts you do not pay when due, unless the non-payment is due to the actions or inactions of a third party which is resolved within three Business Days.
- 16.2 The interest accrues from the due date until you pay the overdue amount.
- 16.3 The interest rate is 2% above the rate we calculate as our cost of funding the overdue amount.
- 16.4 Each month, we may add to the amount you owe us any interest payable under this clause that is due at the end of that month but unpaid. You will then be liable under this clause for interest on the total amount.

17 Authority

In relation to entering into this Agreement and any Transaction, you represent and warrant that:

- (a) you have the power to do so;
- (b) you are bound by these Terms and Conditions and any Transaction you enter into;
- (c) you enter into any Transaction as a principal, unless you inform us otherwise;
- (d) you are not in default under this Agreement or in relation to any Transaction;
- (e) all information you give us is true, correct and complete;
- (f) you have not withheld information from us which might have caused us to refrain from entering into any Transaction with you; and
- (g) you do not enter into any Transaction as a trustee, unless you inform us otherwise in accordance with clause 18.

18 Trustee authority

If you notify BEN that you enter into this Agreement or any Transaction as a trustee, you represent and warrant that:

- (a) as a trustee you have power under the trust deed or terms to enter into this Agreement and any Transactions;
- (b) you enter into this Agreement and any Transaction for the benefit of the trust and in accordance with the terms of the trust;

- (c) you are the sole trustee of the trust;
- (d) you have disclosed to us all the terms of the trust;
- (e) you have not delegated any power of trustee or exercised any power of appointment;
- (f) you are fully indemnified from trust assets for obligations under this Agreement and any Transaction;
and
- (g) the trust is not the subject of any action for termination.

19 Costs

You must pay BEN:

- (a) for any costs that BEN reasonably incurs in enforcing or taking any other action in connection with BEN's rights under this Agreement, and
- (b) on demand, any taxes and reasonable fees, charges and expenses incurred by us in connection with this Agreement or any Transaction.

The above costs shall not apply to you if BEN incurs those costs due to our fraud, negligence or wilful misconduct or that of our officers, directors or employees.

20 Notices

20.1 A notice or any other communication to BEN in connection with this Agreement must be in writing and may be:

- (a) left at or posted to the following address:
The Bendigo Centre
PO Box 480
Bendigo VIC 3552
Attention: Financial Markets
- (b) sent by email to bendigofx@bendigoadelaide.com.au; or
- (c) delivered otherwise as agreed between the parties in writing.

20.2 Notices and any other communication in connection with this Agreement are taken to be received if:

- (a) posted:
 - (i) three days after posting within Australia; or
 - (ii) seven days after posting from outside Australia; or
- (b) emailed, except if that time is after 5:00pm in the place of receipt or not on a Business Day, in which case they are taken to be received on the next Business Day.

21 Variation

BEN may change the Terms and Conditions without your consent in accordance with the table below or as otherwise expressly permitted by another provision of this Agreement. This includes changes to fees and charges, interest rates, and the Terms and Conditions.

We may notify you of changes made under this clause 21 as set out below and those changes will take effect in accordance with the notice requirements set out below.

Type of Change	Minimum Notice Period*	Notification Method**
Interest rate Interest rate changes, such as margin changes (other than	If the Facility Agreement is a Small Business Contract and we haven't made the same change to other	In writing, if we are not making an equivalent change to other customers' Agreements.

an interest rate change referred to below)	customers' interest rates, 30 days in advance. Otherwise, no later than the date of the change.	By newspaper advertisement or on our website, in any other case.
A change to an interest rate linked to money markets or other external rates	As soon as reasonably possible after the change (we cannot give advance notice of these changes).	In writing, by newspaper advertisement or on our website.
A change to the: <ul style="list-style-type: none"> method by which interest is calculated or applied, or frequency with which interest is debited or credited 	30 days in advance, or shorter if the change is not adverse to you	In writing
Introducing or changing fees and charges, or changing the method of calculation, frequency or time of payment of any fee other than those below	30 days in advance, or shorter if the change is not adverse to you.	In writing, by newspaper advertisement or on our website.
Introducing or changing fees and charges, or changing the method of calculation, frequency or time of payment of any fee other than those below	30 days in advance, or shorter if the change is not adverse to you.	In writing, by newspaper advertisement or on our website.
A change to the amount of, frequency, or time for repayments, the period over which they are to be paid, the manner in which they are to be paid or the method of calculation of repayments	Where the change is the result of a change to an interest rate and we have made the same change to other customers' interest rates, as soon as reasonably possible. Otherwise, 30 days in advance, or shorter if the change is not adverse to you.	In writing.
Changes: <ul style="list-style-type: none"> of an administrative nature or which we make in order to fix an error, inconsistency or omission to replace a base rate or index with a different base rate or index to modify our products or services to improve our customer service to make the Facility Agreement consistent with our internal processes, including technology improvements which we consider necessary or desirable to meet best practices in our industry.	30 days in advance, or shorter if the change is not adverse to you.	In writing, if we are not making an equivalent change to other customers' Agreements By newspaper advertisement or on our website, in any other case.

Any other change which we reasonably consider will not be adverse to you (for example, because it has the effect of reducing your obligations or giving you further time to comply with a requirement)	As soon as reasonably possible	In writing, if we are not making an equivalent change to other customers' Agreements By newspaper advertisement or on our website, in any other case.
Any change other than those listed above (provided that you are not an individual or Small Business under the Banking Code of Practice)	30 days in advance	In writing, if we are not making an equivalent change to other customers' Agreements By newspaper advertisement or on our website, in any other case.

*We may give you no notice or shorter notice if it is reasonable for us to manage and immediate risk. For example, we may not give you advance notice if an immediate change is required to restore or maintain the security of our systems or an individual facility/site. This may include changes to prevent criminal activity including fraud.

**In addition to the methods described in the table, we may also notify you by any other method permitted by law.

22 No reliance on advice

BEN does not provide, and does not purport to provide, any advice or recommendations in relation to any Transaction. You acknowledge and agree that you do not rely on any advice by or from BEN in connection with any Transaction.

23 No assignment

You may not assign, declare a trust over, create or allow to exist any security interest over, or otherwise deal with any of your rights under this Agreement without BEN's prior written consent.

24 Power of attorney

You irrevocably appoint BEN as your attorney to do anything which you are required to do in connection with any Transaction which is not done within 5 Business Days of the date it is to be done on or by, or when you are in default.

25 Inconsistency

To the extent of any inconsistency between these Terms and Conditions and any other applicable terms and conditions, these Terms and Conditions prevail for each Transaction.

26 Counterparts

The Foreign Exchange Customer Services Application form may be executed in counterparts and each counterpart is taken to be an original.

27 Resolving Complaints

- 27.1 The provisions of this clause 27 are subject to the terms of the Banking Code of Practice. To the extent of any inconsistency between these terms and the Banking Code of Practice, the Banking Code of Practice will prevail.
- 27.2 You consent to BEN recording telephone conversations between you and BEN, whether or not you receive an automatic warning tone or warning message being given.
- 27.3 If you have a complaint about our services you can refer your complaint directly to the appropriate external dispute resolution scheme. However, we consider Internal Dispute Resolution (**IDR**) to be an important and

necessary step in the complaint handling process as it gives us an opportunity to hear when we do not meet our customers' expectations and address them genuinely, efficiently and effectively.

You can raise your complaint with us by;

- (a) speaking to a member of our branch staff directly;
- (b) telephoning 1300 236 344;
- (c) www.bendigobank.com.au/contact-us;
- (d) secure email by logging into e-banking;
- (e) contacting us through a Bendigo Bank social media channel; or
- (f) contacting the Customer Feedback Team
Reply Paid 480, Bendigo 3552
Email: feedback@bendigoadelaide.com.au

- 27.4 If you have contacted us in the first instance and are not satisfied with our response, you can refer your complaint directly to the appropriate external dispute resolution scheme.

We are a member of the Australian Financial Complaints Authority (**AFCA**). You can contact AFCA at:

GPO Box 3

Melbourne VIC 3001

Telephone: 1800 931 678

Website: www.afca.org.au

Email: info@afca.org.au

Time limits may apply to the time in which you must make a complaint to AFCA, therefore you should act promptly or otherwise consult the AFCA website to find out if, or when the time limit relevant to your circumstances expires.

If your complaint relates to how we handle your personal information you can also contact the Office of the Australian Information Commissioner (OAIC):

GPO Box 5218

Sydney NSW 2001

Telephone 1300 363 992

Email: enquiries@oaic.gov.au

Web: www.oaic.gov.au

28 Governing law

- 28.1 This agreement is governed by the laws of Victoria. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of Victoria and the division of the Federal Court of Australia in that jurisdiction, and the courts of appeal from them.
- 28.2 If you do not reside in Victoria then this clause does not exclude any laws of the state or territory where you reside, including any that would provide additional protections to you.

Contact us

In person	At your nearest Bendigo Bank branch
On the phone	Call 1300 236 344
Online	At bendigobank.com.au
By mail	The Bendigo Centre PO Box 480 Bendigo VIC 3552

Bendigo and Adelaide Bank Limited, The Bendigo Centre, Bendigo VIC 3550 ABN 11 068 049 178. AFSL/Australian Credit Licence No. 237879.

(V009) BEN50TC071 (28/02/2025)