

# **e-Banking App**

## **Terms of Use**

1 May 2025

## **e-Banking App Terms of Use**

This is an important document. It sets out the terms and conditions that will apply to you if you use this e-banking app.  
BY USING THIS E-BANKING APP YOU AGREE TO BE BOUND BY THESE TERMS AND CONDITIONS.

If you do not wish to be bound by these terms and conditions you should cease using and uninstall this e-banking app immediately.

### **About this e-banking app**

This e-banking app is made available to you by Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL/Australian Credit Licence 237879 of The Bendigo Centre PO Box 471 Bendigo Vic 3550 (“we”, “us” and “our”) using the branding of our relevant distribution partner.

Our distribution partner’s branding is used under licence.

We, and not our distribution partner, are providing the e-banking app and the services provided to you through the e-banking app to you.

### **Banking and financial services provided through this e-banking app**

All banking and financial products and services provided through the e-banking app are issued and provided by us.

If you apply for any financial product or financial service through or in relation to this e-banking app, you will enter into a separate contract with us in relation to the financial product or financial service. This includes any bank accounts you access through e-banking and any facilities that allow you to transfer funds or make payments from such accounts. The current terms and conditions that apply to accounts and payment facilities provided by us in relation to this e-banking app are set out in our:

- Payment Facilities Terms and Conditions;
- Home Loan Terms and Conditions (together with your Home Loan Schedule and/or relevant notices we give you); and
- Offset Account Terms and Conditions

Your use of any transfer or payment related functionality in this e-banking app is governed by our Payment Facilities Terms and Conditions. If there is any inconsistency between these terms and conditions and our Payment Facilities Terms and Conditions in relation to your use of this e-banking app, our Payment Facilities Terms and Conditions prevail.

Copies of each of the terms and conditions documents described above are available on request by contacting us or in the Support Centre accessible through this e-banking app.

We warrant that we will comply with the requirements of the ePayments Code where it applies.

### **Accessing and using this e-banking app**

Use of the e-banking app to access accounts and payment facilities is only available to Australian residents aged 16 years or older who have a mobile device capable of accessing the internet that is compatible with this e-banking app (“Device”). Not all Devices may be compatible with this e-banking app. You are responsible for obtaining your own Device and mobile data plan to use this e-banking app and any associated costs including any telecommunications network charges are at your own expense. You will also be responsible for maintaining adequate back-ups of your Device, including its content and applications.

The features, access, transactions and actions you can conduct using this e-banking app may differ depending on the type of Device, the features released, and the version of the e-banking app you are using and, may change from time to time without notice to you. If we release a new version or update to this e-banking app, we may require that you download or update to the new version before you can continue to access and use e-banking.

## **Privacy**

We are committed to ensuring your privacy is protected and understand your concerns regarding the confidentiality and security of personal information you provide to us. Our privacy policy is available on our website [www.bendigoadelaide.com.au](http://www.bendigoadelaide.com.au).

## **Security and logging into your device**

When you first log in to this e-banking app you will need to designate a passcode ('App Passcode') to use to log in and authenticate with the e-banking app in the future.

You must not disclose your App Passcode to any other person and take all reasonable precautions to keep your App Passcode confidential. You must also comply with the applicable terms and conditions in our Payment Facilities Terms and Conditions, including any specified security safeguards.

You must also take all reasonable precautions to keep any Device on which you install this e-banking app secure including, without limitation, by using a Device passcode, password or personal identification number ('Device Passcode') to lock and secure your Device when you are not using it or by using such other security functionality as is provided by your Device. You must not allow any other person to use this e-banking app on your Device or to impersonate you through this e-banking app.

If your App Passcode or Device Passcode becomes known to anyone, you must immediately change it. If you become aware or suspect that another person may have used your App Passcode to login to this e-banking app (including another installation of this e-banking app), you must tell us as soon as possible. You must also tell us immediately if your Device is compromised, lost or stolen.

You must not do anything in relation to this e-banking app that could threaten the integrity and security of any related system, network or arrangement. Without limitation, you must not seek to introduce any virus or other malware to any related system and if you become aware your Device has or may be infected with a virus or malware you must not use this e-banking app on the Device until the virus or malware has been completely removed and your Device is secure.

## **Advice and information**

Before you make any decision or act on any advice or information provided to you in this e-banking app (such as information based on an analysis of the transactions on your accounts), you must consider whether the advice is appropriate for you based on your financial objectives, situation and needs.

## **Applicable Fees**

We do not charge you any fees for downloading and installing this e-banking app. However, fees and charges may be payable in relation to transactions you perform using this e-banking app.

Details of the fees and charges payable by you in relation to transactions you perform using this e-banking app are as set out or described in the terms and conditions that apply to the relevant account or payment facility. We may debit applicable fees and charges to your relevant account whenever they become payable.

## **License and Intellectual Property**

Subject to these terms and conditions, we grant you a personal, non-exclusive, non-transferable, limited and revocable license to use this e-banking app for personal non-commercial use on a compatible Device owned by you or owned by your employer. Any use of this e-banking app (in whole or part) in any other manner, including but not limited to, resale, transfer, modification or distribution of this e-banking app is prohibited.

You do not have any right, title or interest in or to any proprietary rights relating to this e-banking app or the information contained in it except as specifically permitted by law that cannot be excluded by agreement and you must not reproduce

information obtained through this e-banking app except where such reproduction is for your own personal non-commercial use in accordance with these terms and conditions.

This e-banking app software application is our proprietary property. You may not: (a) sublicense, assign, or transfer this license for the application; (b) sell, lease, license or otherwise distribute the application to any third party; or (c) reverse assemble, reverse compile, or otherwise obtain or attempt to obtain the source code of the application, except as specifically permitted by law that cannot be excluded.

With respect to any idea, know-how, concept, technique, invention, discovery or improvement, whether or not patentable, expressed or given to us, you grant to us an irrevocable, non-exclusive, worldwide, unrestricted, and paid up license to include the foregoing in any product or service, and to use, manufacture and market any such product or service.

### **Warranty**

To the maximum extent permitted by law, this e-banking app (including its content and output) and all e-banking app-related documentation and technical support are provided "as is" and "as available" without any express or implied warranties, including any warranties of merchantability, fitness for a particular purpose or non-infringement. Any inaccurate display of information relating to a banking or financial product in relation in the e-banking app does not have any impact on your or our rights and obligations in relation to the banking or financial product.

Except to the extent (if any) required by mandatory provisions of applicable Australian law, our sole warranty obligation concerning the e-banking app will be to use our reasonable efforts to respond during business hours to any problem reported by you. Other than the foregoing obligation, we do not provide technical support for the e-banking app.

### **Liability**

To the maximum extent permitted by law, we and the other members of the Bendigo and Adelaide Bank Limited group of companies are not liable to you in respect of any loss or damage you suffer in respect of your use or access or attempted use or access of or reliance on this e-banking app. Without limitation, this includes any loss or damage you suffer as a result of damage to a Device caused by your access or use or attempted access or use of this e-banking app.

Where our liability to you cannot be excluded, our liability is limited to correcting any mistake or error and, where necessary, re-performing our obligations or re-supplying any relevant services correctly.

In no circumstances will we or any other member of the Bendigo and Adelaide Bank Limited group of companies be liable to you for any special, incidental, exemplary, consequential or indirect damages or any lost profits, business, revenue, goodwill, or anticipated savings or loss of, or damage to, data.

### **Indemnity**

You must reimburse and indemnify us and each member of the Bendigo and Adelaide Bank Limited group of companies against and in respect of any loss, expense, damage, claim or demand suffered or incurred as a result of you breaching these terms and conditions. However, you will not be liable to us to the extent any loss, expense, damage, claim or demand is suffered or incurred as a result of the fraud, negligence or wilful misconduct of us or our officers, employees, contractors or agents or any receiver appointed by us.

### **Set off**

You agree that we may set off or deduct any amount you owe us in relation to these terms and conditions against or from any other amounts we owe you including from the balance of any related account you hold with us.

### **Changes to these e-Banking Terms of Use**

We may change these terms and conditions at any time.

We will notify you of any changes as required by law and, to the extent they apply, the ePayments Code and the Banking Code of Practice. We may require that you accept the changes or re-accept these terms and conditions with the changes

before continuing to use this e-banking app (provided we have complied with any mandatory notice giving obligation we have).

If you continue to use this e-banking app after we have notified you of any change to these terms and conditions, you will be deemed to have agreed to the change.

### **Suspension and termination**

We may suspend your use of this e-banking app, or a feature within this e-banking app, without prior notice at any time if we suspect that it is being accessed or used otherwise than in accordance with these terms and conditions or we otherwise reasonably consider it is necessary to do so to protect our legitimate interests (including to manage any risk we are exposed to).

We may also disable, remove or terminate your ability to access this e-banking app, or cease to offer this e-banking app or a feature within this e-banking app, at any time for any reason.

We will give you reasonable prior notice before suspending, disabling, removing or terminating use or access to this e-banking app unless we believe that doing so without prior notice is necessary to protect the integrity or security any related systems or arrangements or to protect us from suffering damage or loss (in which case we will notify you as soon as practicable afterwards).

### **Resolving Complaints**

We consider Internal Dispute Resolution (IDR) to be an important and necessary first 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 a complaint with us by contacting us.

Alternatively, you may refer your complaint directly to the Australian Financial Complaints Authority (AFCA). You can contact AFCA at:

- GPO Box 3, Melbourne Vic 3001
- Telephone: 1800 931 678
- Email: [info@afca.org.au](mailto:info@afca.org.au)
- Web: [www.afca.org.au](http://www.afca.org.au)

Time limits may apply to refer a complaint to AFCA so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expire.

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](mailto:enquiries@oaic.gov.au)
- Web: [www.oaic.gov.au](http://www.oaic.gov.au)

### **Notifications**

You agree that we may give you any information, notices or other documents (each a "Communication") related to this e-banking app by:

- notification (including a push notification) or message sent to you or your Device through this e-banking app;
- by displaying the Communication or making the Communication available to you in this e-banking app;
- in any other way permitted by the terms and conditions that apply to your accounts and payment facilities accessible through this e-banking app; or
- in any other way permitted by law.

Depending on your Device settings, where we send you a Communication by notification in or through e-banking, the Communication may be seen by other people (including unauthorised people) who are able to see your Device. Please ensure that you check your notification settings on your Devices to ensure the privacy and notification settings are appropriate and acceptable to you.

You must ensure that the contact details recorded for you in this e-banking app (including your address, email address and mobile number) are correct and up-to-date and promptly update your contact details in this e-banking app to reflect any change to your contact details.

### **How you can contact us**

You can contact us by using our contact details as stated in:

- correspondence we have sent to you; or
- the Support Centre accessible through this e-banking app.

You can also contact us directly through this e-banking app.

### **Severability**

Each provision and part of these terms and conditions must be read down to the extent necessary to be valid and enforceable. If any provision or part of these terms and conditions cannot be so read down, or is deemed invalid or unenforceable, the provision is severed from these terms and conditions without affecting the validity or enforceability of the remaining provisions or parts these terms and conditions, which will remain in full force and effect.

### **Waiver**

A failure by us to assert any right under these terms and conditions will not constitute a waiver of that right nor will any such failure be taken to be a further or continuing waiver of that term or right.

### **Assignment**

You cannot assign or otherwise transfer any of your rights granted under these terms and conditions without our prior written consent. We may assign or otherwise transfer or deal with any of our rights and obligations under these terms and conditions at any time without your prior consent.

### **Applicable Law**

The laws of Victoria, Australia apply to your access and use of the e-banking app and these terms and conditions and you agree that the Courts of Victoria and Courts hearing appeals from them have non-exclusive jurisdiction in relation to your access and use of the e-banking app and these terms and conditions.

