

# Terms & Conditions

## in1bank Limited

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These terms and conditions are effective from 24 January 2025.

## Contents

Part A.....	4
Introduction.....	4
Consumer Rights.....	4
Account Opening.....	6
Account Holders.....	7
General Terms and Conditions Applicable to Transaction Account.....	7
Deposits & Withdrawals .....	8
Deposits (or Credits).....	9
Direct Credits .....	9
Features and Benefits of Direct Credits .....	9
Risks of Using Direct Credits .....	9
Terms and Conditions of Direct Credits .....	9
Direct Debits.....	10
Features and Benefits of Direct Debits .....	10
Risks of Using Direct Debits .....	10
Terms and Conditions of Regular Authorised Payments .....	10
Transfers.....	10
Features and Benefits of Transfers.....	10
Risks of Using Transfers.....	11
Terms and Conditions of Transfers.....	11
Overdrawing your Account .....	11
Term Deposit Account.....	11
Account Fees.....	13
Statements.....	13
Changes to Terms & Conditions .....	13
Closing your Account .....	14
Our Right to Combine Accounts .....	14
Inactive Accounts.....	14
Unclaimed Money.....	15
Taxation.....	15
Automatic exchange of information .....	16
Financial Claims Scheme .....	16

Anti-Money Laundering and Counter- Terrorism Financing (AML/CTF) .....	16
Banking Features & Benefits.....	17
Potential Risks .....	17
Mistaken Payments.....	17
Processing Transactions Generally .....	18
Your Liability for Unauthorised Transactions.....	18
When you are not liable for loss.....	18
When you are liable for loss.....	19
System Malfunction .....	19
Cancellation of Access to the in1banking App.....	19
Other Information .....	20
No Cooling-off .....	20
Selling Restrictions .....	20
Privacy Policy .....	20
Dispute Resolution Procedure .....	20
Definitions .....	21
Interpretation .....	22

## Part A

### Introduction

These Terms and Conditions provides information to you explaining in1bank's products such as In1 account, in1deposit and in1busdeposit (Personal and Business Transaction and Term Deposit accounts) and non-cash payment facilities (payment facilities).

The Terms and Conditions are designed to provide you with information that will help you decide which type of accounts will meet your needs. The Terms and Conditions have been prepared without taking into account your specific objectives, financial situation or needs. You should therefore consider the appropriateness of the accounts, in light of your objectives, financial situation and needs, before opening an account. This may require advice from a professional adviser.

By opening an account or using our payment facilities you agree to accept and be bound to comply with these Terms and Conditions. It is important that you read the Terms and Conditions which are available below and on the in1bank website.

Personal accounts are for the purpose of conducting private non-business banking transactions and they can be opened and operated by an individual. Personal accounts are not permitted to be used for business purposes. We will notify you if we suspect that there has been a breach of this condition. You will have an opportunity to respond. If after we have considered your response, we believe there has been a breach, we may elect suspend or close of the affected account(s). We will notify you of our final decision before suspending or closing your account(s).

Business activities or purposes have the same meaning as the regulatory guidelines set by Australian Taxation Office.

Business accounts are for the purpose of conducting these accounts for business purpose. Initially, business accounts will only cover (i) Sole Traders (ii) Partnerships, and (iii) Family Pty Ltd companies. Coverage for other entities will be rolled out in later stages.

### Consumer Rights

If you are a consumer, under consumer protection legislation (including the Australian Consumer Law), we give you some guarantees that are non-excludable in respect of the goods and services that we supply to you. In addition, you have some non-excludable rights if those guarantees are not met, which cannot be excluded, restricted or modified (Consumer Rights). *Nothing in these Terms and Conditions is intended to exclude, restrict or modify your Consumer Rights. The limitations on and exclusions of our liability contained in these Terms and Conditions apply only to the full extent permitted by law.*

Product Type	In1 account (Personal Transaction Account)	in1busdeposit (Business Transaction Account)	in1deposit (Term Deposit Accounts)
Minimum opening Balance	0	0	\$3,000
Maximum Balance	Maximum \$250,000	Maximum \$250,000	Maximum\$250,000
Who is eligible to open an account	Individual or joint	Business including Sole trader, Partnership and Pty Ltd companies	Individual and Business
Term	At call	At call	Fixed
Interest rate	Refer to interest rate sheet as published, or the rate indicated on the app at the time	Refer to interest rate sheet as published, or the rate indicated on the app at the time	Refer to interest rate sheet as published, or the rate indicated on the app at the time
Interest Calculated Daily	Yes	Yes	Yes
Interest Paid Frequency	Monthly	Monthly	Monthly or quarterly or at maturity *
24 hours access to funds via in1bank APP	Yes	Yes	No -Only at maturity through the transaction account
Cash and Cheque Deposits accepted	No	No	No
Direct Credit Facility	Yes	Yes	No
Direct Debit Facility	Yes	Yes	No
Standing Orders	Yes	Yes	No
eStatements and Advices	eStatement -Monthly	eStatement -Monthly	Advices- Renewal reminders are sent 3 days prior to maturity date; renewal advices are sent after re-investment of the term deposit.
Credits to account	Funds can be transferred in from other in1bank accounts in real time.	Funds can be transferred in from other in1bank accounts in real time.	Funds can only be transferred in from the customer's in1bank transaction account in

	Received Direct Entry from other Financial Institutions can take up to two business days.	Received Direct Entry from other Financial Institutions can take up to two business days.	real time when creating a term deposit.
Debits to account	Funds can be withdrawn by transferring internally to other accounts within in1bank or other in1bank customers in real time or Direct Entry to external Financial Institutions.	Funds can be withdrawn by transferring internally to other accounts within in1bank or other in1bank customers in real time or Direct Entry to external Financial Institutions.	Funds can only be transferred from term deposit to the customer's in1bank transaction account in real time either during the grace period or on maturity.

# Individuals must be over the age of 18 year of age and satisfies all the in1bank account opening conditions.

## All customers will have a transaction account.

### Maximum aggregate balance for each single customer does not exceed \$250,000.

\* Withdrawal of term deposits is not permitted before maturity date unless in exceptional circumstances and is under in1bank's full discretion with a minimum of 31 days' notice and an interest rate adjustment cost as well as a break fee may apply.

## Account Opening

Under Australian Law (Anti-money Laundering and Counter Terrorism Financing Act 2006(Cth)), we must identify any person and/or business opening a new account. You must supply the required identification documents and information we require for the purposes of opening an Account. We may take steps to verify the personal and/or business information you have provided to us.

By opening an account, you warrant that:

- All particulars provided to us are accurate, complete, and not, by omission or otherwise, misleading; and
- You will not do anything that may facilitate, or omit to do anything which may prevent any fraud, forgery or fail to comply with any applicable law;
- You will update your account information through the in1bank App, as soon as possible but no later than 30 days for the change any of the following:
  - 1) your name, residential and/or business address, phone number, email address;
  - 2) the contents of any documents provided to us on opening of your account;
  - 3) Any other information which may have a negative impact on the normal conduct of your account or comply with any regulatory or legal requirements such change to your tax residency, etc.
- We will not be responsible for any errors or losses associated with account changes where you have not updated timely your information or provided incorrect information.

We reserve the right to provide, deny or close your account at our full discretion.

## Account Holders

Personal accounts may be opened and held by one or more account holders (joint account). Where there is more than one account holder:

- all account holders have joint authority to access and operate the account individually.
- either/any of the parties to the account may conduct transactions independently of the other.
- the liability for debts or overdrawn amounts is both joint and several.
- if an account is held in joint names and one account holder dies, in1bank will treat the surviving account holder/s as the authorised account holder.
- each account holder should read the Terms and Conditions before opening an account.

Subject to applicable legal requirements, notices, statements and other documents including changes to Terms and Conditions may be provided through the in1bank APP or sent to the nominated email address. All account holders will be deemed to have received the information.

***Warning:** Each account holder is jointly and severally responsible to us for all liabilities incurred using the account (e.g., overdrawing the account). You (the account holder) should keep the details of your account secure and prevent persons operating your account against your authority.*

Business accounts may be opened and operated by one or more authorised account holders individually. Where there is more than one authorised account holder:

- any authorised account holder has access to operate the account individually.
- the liability for debts or overdrawn amounts is joint and several for all.
- each account holder should read the Terms and Conditions before opening an account.

Subject to applicable legal requirements, notices, statements and other documents including changes to Terms and Conditions may be provided through the in1bank APP or sent to the nominated email address. All account holders will be deemed to have received the information.

## General Terms and Conditions Applicable to Transaction Account

All Transaction Accounts are denominated in Australian dollars and have no minimum opening balance requirement. The transaction accounts are eligible for three types of interest for balances up to \$250,000 which are posted on the last calendar day of each month or on the day of closure.

### **In1bank Credit Interest**

Interest is calculated daily based on the end of day balance (maximum amount \$250,000) and is credited to the account on the last day of the month. The total amount of interest credited for the month will include the amount of interest accrued on the last day of the previous month and exclude the amount of interest accrued on the last day of the current month.

### **in1bank Bonus Interest**

in1bank Bonus Interest has a tiered structure based on the Average Monthly Balance, which is the sum of end of day balances for the month (including the last day of previous month and excluding the last day of the current month) divided by the number of days in the month. The total amount of Bonus Interest accrued for the month is credited to the account on the last day of the month. For example, for the calculation of Average Monthly Balance for May, end of day balances from 30th April to 30th May are added and then divided by 31. Bonus Interest for May is then calculated using the Average Monthly Balance and the interest rate table (see Terms and Conditions Part C) and paid out on 31st May.

### **in1Account Bonus TA Interest**

in1Account Bonus TA Interest of 0.10% or as published in the interest rate table (see Terms and Conditions Part C) is calculated daily based on the end of day balance (maximum amount \$250,000) and is credited to the account on the last day of the month, subject to the account receiving a net inflow of funds greater than \$2,000 for the month. The total amount of interest credited for the month will include the amount of interest accrued on the last day of the previous month and exclude the amount of interest accrued on the last day of the current month.

We may change interest rates at any time by prior written notice to you on the in1bank mobile app. Details of the current interest rates will be available on our website (Refer to [in1bank.com.au](http://in1bank.com.au)).

Account statements are issued at least quarterly and transaction history is available on the mobile app for at least the last 6 months.

Account and Service charges (if any) are deducted on the last calendar day of the month.

## **Deposits & Withdrawals**

Any debit/withdrawal from or credit/deposit to the account shall be applied by us in accordance with our usual practice. A debit or credit to an account is taken to be applied, and has effect, on the date assigned to it (which may be different from the date we processed it and recorded it in the account).

We may subsequently adjust debits and credits to the account, and the account balance, to accurately reflect the legal obligations of you and us (for example, if we discover an error). If we do this, we may make consequential changes (including to interest amounts).

We have the right at any time and for any reason to refuse any transaction to and from your account if we have reasonable concerns about the security, legality or abnormal nature of the transaction. We also have the right to lock your account and at any time if we have reasonable concerns about the security or legality or irregularity of the account.

All payments by you shall be made free of withholding or deduction on account of tax or other charges. However, to the extent that any payment is subject to withholding or deduction on account of tax or other charges then you shall be liable to pay that net payment to us after withholding or deduction equals the amount otherwise payable by you.



## Deposits (or Credits)

You may make deposits or receiving payments into your account as follows:

- by Direct Credits – external transfers from other Financial Institution to your account;
- transfers from other in1bank customer accounts to your account.

Personal transaction accounts are not permitted to be used for business purpose. Any such use may result the suspension or termination of the accounts affected.

We may restrict how deposits are able to be made to an account, at any time, with immediate effect, by notifying you, where we consider doing so is reasonably necessary to protect your or our interests or to comply with regulatory requirements and/or commercial terms. For example, we may reserve the right to impose a maximum amount that may be deposited into your account, with immediate effect, by notifying you.

## Direct Credits

### Features and Benefits of Direct Credits

- You can have your salary or other regular payments electronically credited to your nominated in1bank Transaction Account.
- Our BSB number 311-111 and your account number are required by the transmitter to forward the funds to your Transaction Account.
- Regular Direct Credits are fee free transactions for Individual's Transaction Accounts. There may be fees applicable for Business Transaction Accounts (refer to Part B Account and Service Charges).

### Risks of Using Direct Credits

- The facility can only be stopped by arrangement with the credit supplier. In1bank cannot stop Direct Credits on your behalf.
- If there are any delays by the credit supplier in sending the funds, they may not be available on the due date.

### Terms and Conditions of Direct Credits

- in1bank cannot accept deposits from a Direct Credit supplier that is not registered as part of the direct entry schemes.
- in1bank processes Direct Credits as soon as practicably possible on each business day. Subject to the Consumer Rights clause and to the maximum extent permitted by law, the Bank is not liable for any delays that occur in posting a Direct Credit.
- Direct Credits generally take at least the next Business Day to credit an account. Funds are available as soon as they are credited to the account.
  - In1bank may reverse a Direct Credit and debit the nominated account if it does not receive value for the Direct Credit or is required to refund the Direct Credit in whole or in part to the Direct Credit supplier.
- The customer indemnifies in1bank for any amount which in1bank is required to refund, to a Direct Credit supplier, except to the extent that the refund is caused or contributed

to by in1bank. Before relying on this indemnity, in1bank will take reasonable steps in an attempt to avoid and mitigate the requirement to provide a refund.

## Direct Debits

### Features and Benefits of Direct Debits

- You can instruct an authorised supplier, in writing (including our BSB 311-111 and your account number) to regularly debit funds electronically from your account.
- Direct Debits are fee free transactions up to the threshold limit (refer to Part B Account and Service Charges). Fees may be charged by the debit supplier for any late Direct Debit payments.

### Risks of Using Direct Debits

- The failure to have sufficient funds in the nominated account may result in payment not being made and may result in the charging of a dishonour fee and the supplier stopping the service.
- Your account may become overdrawn in the event of a Direct Debit debiting your account when there are insufficient funds in the account to cover the transaction.
- Direct Debits received for processing from a third-party debit supplier is deemed valid transactions by in1bank and are debited from the nominated account even if not authorised.
- Any refund will have to be arranged with the third party unless an error has been made by in1bank.
- An external company, rather than in1bank, has control over payments and the date on which they are debited.

### Terms and Conditions of Regular Authorised Payments

- in1bank, in its absolute discretion, may determine the order of priority of payments by it, of any monies pursuant to the Direct Debit request or any authority or mandate.
- In1bank, at its absolute discretion, may authorise the payment of any Direct Debit notwithstanding that the available balance may be deficient to meet the Direct Debit value. An overdrawn fee may also apply.
- To cancel a Direct Debit, we suggest that you contact the supplier to inform them of the cancellation.
- You may ask in1bank to investigate an unauthorised or irregular payment on your behalf. When you dispute a direct debit payment, in1bank will contact the biller's financial institution. The biller must provide proof that you have given permission for money to be debited from your account. A fee may apply if the investigation reveals that you are at fault.

## Transfers

### Features and Benefits of Transfers

- Transfers between accounts can be made internally or externally of in1bank.
- Transfers can be made via the in1bank App.

### Risks of Using Transfers

- The failure to have sufficient funds in the account will result in the transfer not being made.
- Payment may not be able to be made if accurate details of the intended recipient including name, account and institution are not provided or incorrectly provided.

### Terms and Conditions of Transfers

- External transfers, including Direct Debit transactions, can only be made from clear funds available and will be clear funds on reaching the crediting/receiving institution.
- For an External transfer request made after 5:00pm on a business day, or on a weekend or public holiday, the amount will be debited to your account at the time the request is made but your payment will not be sent until the next business day.

If you cancel a Direct Debit or a transfer and the cancellation of the Direct Debit or transfer puts you in breach of your contract with another party, we will not be responsible for any such breach or for any loss or damage you may suffer in connection with any such breach.

## Overdrawing your Account

You must not allow your In1 account or Transaction Account to become overdrawn.

If your Transaction Account becomes overdrawn, you will be charged an Overdrawn s Fee (refer to Part B of the Terms and Conditions, “Account and Service Charges”).

We may, at our discretion, honour a Standing Order, Direct Debit or other withdrawal which results in your account becoming overdrawn. In that case, any amount overdrawn on your account is a debt owed by you to us repayable immediately on demand. Interest will be charged on overdrawn amounts. (Refer to the Interest Rate Sheet which is available on our website)

Such interest will be calculated daily on the overdrawn closing balance and charged to the Transaction Account at the end of the month. We will also charge to your Transaction Account our Overdraft fee and reasonable enforcement expenses incurred in recovering moneys owed to us by you.

## Term Deposit Account

To apply or open a new Term Deposit Account, you must have an existing Transaction Account with us.

The clear funds in the Transaction Account can be used to open your Term Deposit Account. Terms deposit terms range from 31 Days to Two years.

Interest can be paid regularly on terms greater than 90 Days or at maturity on the Term Deposits. Term Deposit interest is calculated on the daily closing balance of the account and can be credited to the term deposit account or your transaction account on a regular basis, annually or on maturity.

Term deposit interest rates are subject to change at our discretion. However, your interest rate is fixed/guaranteed for the term of your chosen deposit. The interest rate will be fixed for the term of the deposit and will be the rate stated on the Term Deposit Advice regarding your deposit.

The interest rate will be fixed on and apply from the date of acceptance of the Term Deposit for the whole of the nominated term of the deposit (refer to our Interest Rate Sheet which is available at any in1bank website). Interest is calculated daily on the total daily account balance and will be paid on the maturity date of the Term Deposit or at an interest frequency that is specifically agreed upon.

Government charges and withholding tax (if any) will be deducted from the interest payment amount.

We will also issue a Renewal Reminder Advice 3 days prior to the maturity date of the Term Deposit Account. If no auto rollover maturity instructions are set by you prior to maturity date, the deposit will be matured and the total amount including the principal and interest will be paid to your Transaction Account.

For term deposits that automatically renew or rollover, you have a 7-day grace period from the maturity date to make any changes to your investment. For instance, you may want to withdraw funds from your investment, increase your investment amount or change the length of your investment term. You can only make these changes during the grace period.

Early withdrawal: You cannot withdraw from a term deposit account prior to maturity. If you believe that you may have a need to immediately withdraw funds before maturity, please select a more suitable deposit product.

In exceptional circumstances and at in1bank's full discretion, pre-maturity redemption may be considered. Where you give us notice of early withdrawal of a term deposit and the maturity date is less than thirty-one days from the date of notice, we will not release the funds until maturity. The notice period commences on the first Business Day after you give us notice. Upon early withdrawal, we will reduce the interest payable for the remaining outstanding term based on our expected loss as well as charge a break fee with such a request. An adjustment may also be required where we have paid interest to you prior to you making an early withdrawal. Where any adjustment is required, we will deduct the applicable amount from the deposit balance paid to you.

For example

Interest adjustment that would be made on an early withdrawal. A customer wishes to open a Term Deposit for \$25,000 at 1.00% p.a. for a period of 180 days with interest paid on maturity.

Interest received for the Term Deposit held until the maturity date is:  $\$25,000 \times 1.00\% \text{ p.a.} \times 180 \text{ days} / 365 \text{ days} = \$123.29$

Customer wishes to withdraw (early redemption) the Term Deposit after 120 days. The Transaction Account Interest Rate applicable on that day = 0.0%pa. Interest received on the date the Term Deposit is repaid is:  $\$25,000 \times 0.0\% \text{ p.a.} \times 120 \text{ days} / 365 \text{ days} = \$0$ . If a minimum breakage processing cost of \$50 is applied, then the final net early maturity payment would be \$24,950.00.

We reserve the right to vary the method of calculation of the early redemption charge at any time and with [30] days written notice to recover all costs associated in such a transaction including interest rate hedging cost, replacement liquidity cost, as well as any processing cost associated with the transaction.

**Important:** If the Term Deposit is rolled over at maturity, we will issue a Renewal Advice on the day of rollover, which will provide the details of the new Term Deposit. When you receive a Term Deposit Advice, you should carefully check all details are correct and contact us should you have any concerns.

## Account Fees

The fees applicable to your account depend on which account you have (refer to Part B of the Terms and Conditions, “Account and Service Charges”). Details of applicable fees are also available on our website. Any failure by us to charge a fee shall not constitute a waiver of that fee, or the right to charge that fee.

You agree to pay us the fees and charges and other amounts that are or may become payable in connection with any account you have. You hereby authorise in1bank to deduct from your transaction account any applicable fees and charges as they become payable.

## Statements

Detailed statements for your Transaction Accounts will be available from the in1bank mobile app.

For the purposes of identifying errors and ensuring that the account balance is correct, you should carefully examine all mobile app transaction history and statements supplied by us and promptly advise us of any error contained in the transaction history or a statement.

## Changes to Terms & Conditions

We can change the Terms and Conditions (such as by varying an existing provision or adding a new provision) at any time\* without your consent for one or more of the following reasons:

- To comply with any change or anticipated change in any relevant law, banking code of practice or general banking practice;
- To reflect a change in our systems or procedures, including for security reasons;
- To respond proportionately to changes in market conditions for example the cost of providing the account (including by changing interest rates or by changing or introducing new fees); or
- To make them clearer,

We will give you prior notice in writing, at least 30 days before the effective date of the change in any other way permitted by law such as electronic notification via mobile app.

We are not obliged to give you any advance notice of a change to the Terms and Conditions if it is deemed necessary for the security of individual accounts or to comply with regulatory requirements. If this applies, we will give you written notice promptly and at least within [30] days after the effective date of the change.

Notwithstanding the above, we may give you a shorter notice period, or no notice period, of a change if:

- it is reasonable for us to manage a material and immediate risk; in which case we will tell you about the change as soon as reasonably possible; or
- it is a change to or the introduction of a government charge that you pay directly, or indirectly, under these terms and conditions. In that case, we will tell you about

the change or introduction reasonably promptly after the government notifies us unless the government publicises the change or introduction. All updates to the Terms and Conditions will be posted on our website at [www.in1bank.com.au](http://www.in1bank.com.au).

## Closing your Account

### When you can close your account

An account can be closed by you at any time; however we reserve the right not to close an account if there are any liabilities (actual or contingent) owing to us. On closing your account, the credit (positive) balance of the account plus any accrued interest less any account fees and charges (including any Government charges) up to the closing date will be paid to you. Any part of your account balance that is uncleared funds will not be available until the funds have been cleared.

If your account has a debit (negative) balance, you must pay this balance plus all accrued interest and any account fees and charges (including any Government charges) to us before your account is closed. We will also charge you a reasonable amount for any expenses incurred in recovering monies owed to us by you.

Prior to closing your account, you should ensure that all Direct Debit authorities given to other parties have been cancelled. We reserve the right to dishonour any Direct Debits presented for payment after the account has been closed.

We may close your account without notice:

- if we believe you gave us false or misleading information to open your account, you failed to comply with this agreement or we believe that use of your account may cause you or us loss;
- if your account has a nil balance and you have not used your account for a period of 90 days or more; where we are required to do so by law or comply with an Australian regulator.

We reserve the right to close any account at any time at our discretion without providing any reason by giving seven days prior written notice.

## Our Right to Combine Accounts

If your account becomes overdrawn (or overdrawn beyond any authorised overdraw limit), we reserve the right to combine the account with any other accounts you hold with us and/or transfer sufficient monies from other accounts you hold with us to the overdrawn account, so we can clear the negative balance of the overdrawn account. We will advise you promptly in writing should we exercise these rights.

## Inactive Accounts

Your account becomes inactive if you do not make a deposit, withdrawal, or transfer for a period of 6 months (excluding any non-customer-initiated transactions such as interest or charges). If your account becomes inactive and the account balance is nil or overdrawn, we

reserve the right to close the account with notice to you. To the extent it is possible to do so, we will provide you with notice of the closure of your inactive account before we close your account. If you do not agree with our decision, you can contact us as set out in these Terms and Conditions. If your in1account has a credit balance and becomes inactive, the bank reserves the right to transfer your entire in1account balance to your backup bank account. We would notify you before doing this. If you have not provided a backup bank account, we may write to you to request that you provide a backup bank account with another Financial Institution (as required by APRA APS 910) and seek confirmation that you want to keep the account open and make it active. If you do not provide a backup bank account within 5 business days, we reserve the right to charge a dormancy fee. If your in1account is inactive and becomes overdrawn, the Bank reserves the right to close your account immediately without notice.

## Unclaimed Money

In accordance with Australian law, moneys held in accounts that have been inactive (i.e., no deposits, withdrawals or transfers [excluding any non-customer-initiated transactions such as interest, fees or charges]) for a period of seven years or more are treated as unclaimed monies. In such a case, we may close the account and, pursuant to Australian Law, remit any credit balances of \$500.00 or more to the Australian Securities and Investments Commission.

## Taxation

Taxation on Interest earned on an account is income and may be subject to income tax. Accounts earning interest are subject to Tax File Number (TFN) legislation. It is not compulsory for you to provide your TFN or Australian Business Number (ABN), but if you are an Australian resident and you choose not to provide your TFN, TFN exemption or ABN, withholding tax is calculated at the highest marginal tax rate applicable at the time, plus the Medicare levy and will be deducted from any interest earned and remitted in your name to the Australian Taxation Office.

Interest earned on accounts operated by non-residents is subject to non-resident withholding tax, which is calculated at a rate of 10%.

For Example

Interest earned	\$237.80
10% of interest withheld	\$23.78
Interest credited to non-resident account	\$214.02

If you are a non-resident for tax purposes, you must indicate this when opening your account. In the event that your non-resident status changes you must update your customer information immediately to change your status.

If you are uncertain about your residency status for tax purposes, please seek advice from a tax advisor.

We are required to report details of income earned, withholding tax deducted and TFN quoted to the Australian Tax Office (ATO).

## Automatic exchange of information

Australia's obligations under the Automatic Exchange of Information (AEOI) regimes include legislation designed to give effect to the Foreign Account Tax Compliance Act (FATCA) and the Organisation for Economic Co-operation and Development's (OECD) Common Reporting Standard (CRS). As such, we may collect certain information from you, report payments made in respect of your investments and retain information to meet record keeping requirements.

It is recommended you consult with your tax advisor to discuss the impact these AEOI regimes may have on you.

## Financial Claims Scheme/Return of Deposits

in1bank is protected by the same government safeguards in place for all locally incorporated and regulated banks, building societies and credit unions to give you peace of mind. Deposits with in1bank are protected by the Australian Government's Financial Claims Scheme (FCS), which guarantees up to a cap of \$250,000 per account holder deposits.

For further information about the Financial Claims Scheme, you can:

- Visit the Financial Claims Scheme Website at <http://www.fcs.gov.au>; or
- Phone the APRA hotline on 1300 55 88 49.

Depositors need to provide a backup bank account with another Financial Institution. You authorise us to send your protected funds to this backup bank account in case the Financial Claims Scheme was to be activated or any circumstances where in1bank decides to return deposits to you.

## Anti-Money Laundering and Counter- Terrorism Financing (AML/CTF)

By applying to open an account, you agree to the following Terms and Conditions:

- We may block, delay or refuse to make a payment to or from your account if we believe on reasonable grounds that making a payment may breach any Australian law or any foreign law. We may be prohibited by law from giving you reasons as to why we have taken this action. You agree that we will incur no liability to you if we do take such action;
- You must provide us with all information which we reasonably require to comply with any Australian law or any foreign law. We may disclose information which you provide to us where we are required to do so under any Australian law or any foreign law and in accordance with all applicable privacy laws;
- You warrant that you comply with all applicable anti-money laundering laws and regulations, including but not limited to the anti-money laundering laws and regulations of Australia (in force from time to time);
- You warrant that you are not aware and have no reason to suspect that:
  - the money deposited in your account has been or will be derived from or related to any money laundering or other activities deemed illegal under



- applicable laws or regulations or otherwise prohibited under any international convention or agreement (“illegal activities”); or
- the interest derived from money deposited in your account will be used to finance illegal activities; and
- You agree to promptly provide us with all information that we reasonably request in order to comply with all applicable laws and regulations relating to Anti-Money Laundering and Counter- Terrorism Financing.

## Banking Features & Benefits

Banking service is secure, convenient and easy to use. It allows you to:

- Access information about your accounts 24 hours a day, seven days a week, including account balances and transaction history;
- Transfer funds between your accounts with us, or between an account with us and an account at another financial institution.

## Potential Risks

Please note that you must safeguard any secret information, equipment and software (including any passwords) required. You are also responsible for keeping the mobile app and associated security software updated. If you do not, you may be liable for unauthorised transactions. In certain circumstances, the in1bank’s liability in respect of transactions is limited (including for those that are unauthorised or mistaken).

Subject to the Consumer Rights clause and to the maximum extent permitted by law, you may be liable for amounts (including losses or damages suffered by in1bank) arising from your misuse. We need not act on any instructions made. Although we will try (without any legal obligation) to provide Banking at the times set out in the Terms and Conditions, there may be instances where Banking is not available, such as a failure in telecommunication services and in1bank will not be responsible for any consequential financial losses as a result. It is important that you check your accounts (e.g., account balance, transaction history or future date transactions) after processing transactions through to ensure that your instructions have been successfully actioned. Please report any issues to us as soon as possible.

It is your responsibility to obtain and maintain any Electronic Equipment and passwords which you require to access in1App.

## Mistaken Payments

If you have made a Mistaken Payment, you should report it to us as soon as possible. We will investigate your reported Mistaken Payment and inform you of the outcome in writing within 30 days of your report. If we are satisfied that a Mistaken Payment has occurred, we will contact the Receiving Bank and endeavour to recover the funds involved.

We are not required to take any action if we are not satisfied that a Mistaken Payment has occurred. If the Receiving Bank is also satisfied that a Mistaken Payment has occurred the next actions will depend on whether the Unintended Recipient has sufficient funds available in their account. Where the Unintended Recipient has sufficient funds available in their account, the process depends on when you reported the Mistaken Payment.

## Processing Transactions Generally

You authorise us to act on instructions entered by you. Any transaction you make cannot be cancelled, altered or changed by you unless allowed by the applicable Terms and Conditions. An immediate internal transfer or external payment cannot be revoked or stopped once we receive your instruction. Future dated external payments instructions can only be revoked or changed if instructions to delete the transaction are given to us before 9.00am AEST on the Business Day before the transaction is scheduled to occur. After this time, the instruction cannot be revoked.

Any transaction (other than future dated external payments) will generally be processed no later than the next Banking Business Day we receive your instructions, if received before 5.00pm AEST. Any transaction made after this time may be processed no later than the second following banking business day.

Any future dated external payments will generally be processed on the relevant due payment date if it is a banking business day, or if it is not, then on the following banking business day. Account information will generally reflect the position (clear and unclear funds) of the account at that time, except for transactions not yet processed by us. Where you request an external payment that involves a transfer to an account with another financial institution:

- You must provide the BSB number, account number and account name of the account to which the funds are to be transferred, otherwise payment cannot be effected;
- We will deliver your instructions to that financial institution on the day we process the transaction, except where there is a technical failure or a delay or error by the financial institution in accepting the instructions;
- We cannot control and are not responsible for when or if that financial institution processes your instructions or any fees that financial institution may charge in order to process your instructions;
- We rely on that financial institution to advise whether your instructions were successfully processed. If your instructions were unsuccessful, it may take a number of weeks to reverse the withdrawal from your account; and
- We may decide not to transfer funds if there are insufficient clear funds available for withdrawal in the specified account to be debited on the due payment date. A fee may be debited to your account in these circumstances (Refer to Part A: Account and Service Charges).

## Your Liability for Unauthorised Transactions

### When you are not liable for loss

You are not liable for an unauthorised transaction:

- Where it is clear you have not contributed to the loss;
- That is caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements who are linked to the digital system;
- That is caused by the same transaction being incorrectly debited more than once to the same account; or

- That take place after you have informed us that your password has been misused or stolen.

### When you are liable for loss

You are liable for actual losses that result from unauthorised transactions where in1bank can prove on the balance of probability that you contributed to the losses in one or more of the following ways;

- Through your fraud;
- By voluntarily disclosing your password to anyone, including a family member or friend or not updating the app and associated security software after being notified;
- By acting with extreme carelessness to protect the security of the password;
- By unreasonably delaying to notify us as of the misuse, loss or theft. You will then be liable for the actual losses which occur between the time that you became aware of the security compromise and the time that the security compromise was reported to us.

### System Malfunction

We will make all reasonable efforts to ensure that the Service is available 24 hours a day, seven days week. However, subject to the Consumer Rights clause and to the maximum extent permitted by law, in1bank is not liable for any breakdown in the Service for any reason, or any inability to access the Service.

You are solely responsible for your equipment and to keep them in good order and updated (such as phone security and anti-virus measures in preventing unauthorised access).

### Cancellation of Access to the in1banking App

We may cancel access to the in1banking App without prior notice if you breach a condition in the Terms and Conditions, including but not limited to if:

- We believe that access may cause loss to you or to us;
- The account is an inactive account or used for purposes other than permitted usage (for example, using personal accounts for business purpose);
- The account has been overdrawn without authority;
- We believe that the quality or security of your access or our systems may have been compromised;
- All the accounts which you may access to using the in1bank App have been closed; or
- We suspect you of being fraudulent or engaging in inappropriate behaviour.

We may, at any time, cancel your access to the in1banking App for any reason by giving you 30 days written notice. The notice does not have to specify the reasons for the cancellation.

- You may cancel your access to the in1banking App at any time.

If we or you cancel your access to the in1banking App. You will be liable for any transactions you make.

You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your Account.

## Other Information

### No Cooling-off

There is no cooling-off regime that applies to any of the accounts or services described in the Terms and Conditions.

### Selling Restrictions

The Terms and Conditions does not constitute an offer or invitation in any place where, or to any person to whom, it would not be lawful to make such an offer or invitation. No action has been taken to register the Terms and Conditions in any jurisdiction outside Australia. Accordingly, the distribution of the Terms and Conditions in jurisdictions outside Australia is limited and may be restricted by law. Persons holding copies of the Terms and Conditions who are not in Australia should familiarise themselves with and observe any such restrictions.

### Privacy Policy

The Bank is committed to ensuring your privacy is protected and understands your concerns regarding the confidentiality and security of personal information you provide to us. When we obtain personal information about you, its collection use and disclosure is governed by our Privacy Policy, which can be viewed on our website.

### Dispute Resolution Procedure

If you have a concern or a problem, the first thing you should do is talk to one of our Customer Service Officers. Our aim is to resolve your concern or problem when you first contact us, wherever possible.

If you would like to make a formal complaint, our Customer Service staff can obtain all the details from you and confirm with you that we clearly understand your area of concern. We aim to solve all complaints immediately if possible and investigate any unresolved complaints within 21 business days otherwise we will advise you in writing that we need further time to complete our investigation.

If an investigation continues beyond 30 business days, we will inform you in writing of the reasons for the delay, the anticipated time for a decision to be finalised and provide you with the name and contact details of our external dispute resolution provider. If you believe a transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors, you must notify us immediately.

As soon as possible following notification, you must give us the following information:

- Your name and account number;
- The error or the transaction you are unsure about;
- A copy of the periodical statement in which the unauthorised transaction or error first appeared;
- An explanation as to why you believe it is an unauthorised transaction or error; and
- The dollar amount of the suspected error.

When we have completed our investigation, we will provide you a written response which will include the outcome of our investigation of your complaint and advise you of your right

to take your complaint to our external dispute resolution provider and their name and contact details. However, if we resolve your complaint to your satisfaction within 5 business days, we do not need to give you a written response unless you ask for one.

If you feel your complaint has not been resolved to your satisfaction, we invite you to contact our Dispute Resolution Officer at [Complaints@in1bank.com.au](mailto:Complaints@in1bank.com.au) or by telephone on (02) 8030 7190, for further investigation.

If you still remain dissatisfied with the outcome, or you would like an independent external review of the complaint and the result, you can contact the

Australian Financial Complaints Authority,  
GPO Box 3, Melbourne VIC 3001,  
by telephone on 1800 931 678 or  
visit their website [www.afca.org.au](http://www.afca.org.au).

## Definitions

In the Terms and Conditions, the following words, abbreviations and phrases have the following meanings.

“\$” means Australian dollars unless otherwise indicated.

“Account” and “Deposit Account” means Transaction account or Term Deposit Account

“Account holder” is referred to as “you”.

“Account holder” means a person authorized to operate your account including making withdrawals or fund transfers from your account.

“Backup Bank Account” means an Alternative ADI bank account details to which an EFT payment may be made to (1) transfer funds between your Backup Bank Account and your in1Account by you (2) in the event that an ADI is a declared ADI (as required by APRA APS 910) or relinquishes its AFSL licence (3) in1bank may also make use of this Backup Bank Account to return your funds to you if your in1account becomes inactive.

“Banking Business Day” means a day on which banks in Australia can effect settlement through the Reserve Bank of Australia.

“Business Day” means a day from Monday to Friday that the Bank is open for business in Sydney.

“Day” means a 24-hour period commencing midnight in Australian Eastern Standard Time or Australian Eastern Daylight Savings Time as the case may be.

“Direct Debit” means a debit from your account that you have arranged with a supplier. For example, you may authorise your supplier to debit you directly from your account.

“External payment” means a Banking transfer of funds from one of your accounts with us to another account with another Financial Institution.

“Lock” means freeze access to the account.

“Interest Rate Sheet” means the Bank’s document that lists the Deposit Interest Rates applicable at that time.

“Internal transfer” means a Banking transfer of funds between any accounts with us.

“Mistaken Payment” means where a in1bank customer has sent funds to an incorrect external bank account or external party has sent fund to an incorrect in1bank customer account.

“Password” means each password, identifier or code or a combination of these used to enable you to access the in1bank App.

“Renewal Advice” means the Term Deposit Advice issued to you if a Term Deposit is rolled over at maturity, it describes the new maturity date and interest rate applicable to that deposit.

“Standing Order” is where you authorise us to debit your account on a regular basis and credit the funds to another account. An example would be to debit your Transaction Account and credit the funds to another Account with another Financial institution.

“The Bank”, “we”, “us”, “our” has the same meaning as in1bank.

“Term Deposit Advice” means the confirmation issued to you upon acceptance of any new Term Deposit which describes the maturity date and interest rate applicable to that deposit.

“You” or “your” means the person or persons who are account holder for an account and includes their successors and assigns. You will be an individual.

### Interpretation

Unless otherwise required by the context, a singular word includes the plural and vice versa. The Terms and Conditions are governed by the laws of New South Wales, Australia. The parties irrevocably submit to the nonexclusive jurisdiction of the courts of New South Wales and the courts of appeal from them.

Unless you request otherwise, you agree that any notice or communication in connection with the Terms and Conditions may be given to you by email.

If you have any questions or require further information regarding our accounts or payment facilities, please contact us:

Phone: +1300 461 226

in1banking App: Make contact with us by clicking on the “?” at the top right-hand corner of the in1bank App to move to the “Help & Support “then the Need to Speak to us” for options.

Visit: [www.in1bank.com.au](http://www.in1bank.com.au)