



# **AFGD Online**

## **Terms and Conditions**

### **Anglican Funds Grafton Diocese**

PO Box 4 / 50 Victoria Street  
Grafton NSW 2460

Tel 1800 810 919  
or 02 6642 4480

**BSB 705-077**

Effective July 2017

Anglican Funds Grafton Diocese (AFGD) is the business name of The Corporate Trustees of the Diocese of Grafton Investment Fund (ABN 42 489 753 905).

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## 1. Introduction

Anglican Funds Grafton Diocese's (AFGD) Online Service offers a convenient method of accessing information about, transacting upon and transferring money in and out of your AFGD accounts. This document sets out the Terms and Conditions upon which this service is offered.

Please read this document carefully prior to completing your application for access to AFGD Online. Your use of the Online Service constitutes your acceptance of these Terms and Conditions.

If you do not understand any part of these Terms and Conditions, or have difficulty using the Service please contact our customer service staff on 02 6642 4480.

## 2. Interpretation

In these Terms and Conditions:

- **Account** means a savings, loan or term investment account held with the AFGD, or any account held at another Financial Institution capable of sending or receiving EFT transactions.
- **Account Owner** means the person or entity in whose name the Account has been opened, who can appoint and revoke Signatories, and is ultimately responsible for the standing and operation of the Account.
- **AFGD** means Anglican Funds Grafton Diocese an activity of the Corporate Trustees of the Diocese of Grafton Investment Fund (ABN 42 489 753 905).
- **AML/CTF Act** means the Anti-Money Laundering and Counter Terrorism Financing Act (Commonwealth 2006) and as amended.
- **Biller** means an organisation that allows you to make payments to them through the BPay<sup>®</sup> scheme.
- **BPay<sup>®</sup>** means the electronic payment scheme operated in co-operation between Australian financial institutions, which enables you to effect bill payments to Billers by Online Access.
- **BPay<sup>®</sup> Payment** means a payment to a BPay<sup>®</sup> Biller using the BPay<sup>®</sup> service.

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- **Business Day** means a day that is not a Saturday or Sunday, and is not a proclaimed Public Holiday.
- **Daily Transaction Limit** means the maximum daily aggregate payment for all accounts accessible through the Service as advised to you by AFGD.
- **Individual Transaction Limit** means the maximum payment amount that can be made in a single transaction through the Service as advised to you by AFGD.
- **External Funds Transfer (EFT)** means the electronic transfer of money from an Account to an external financial institution by means of a BSB and Account number.
- **Mobile Phone** means a mobile telephone connected to a mobile telephone number registered with AFGD to receive One Time Passwords.
- **One Time Password** means a password generated by AFGD computers and sent via SMS to the registered mobile phone of the relevant owner or signatory, for the single use of authenticating a specific transaction.
- **Password** means the secret code you use in combination with your User ID to authenticate your access to AFGD's Online service.
- **Product** means a facility offered by AFGD for savings, investment or lending as governed by the relevant Terms and Conditions included in the Product Brochure.
- **Service** means the AFGD Online Service.
- **Signatory** means any person authorised by the Account Owner to initiate and/or authorise transactions and other operations upon the Account, either individually or jointly with other signatories as advised by the Account Owner.
- **SMS** means Short Message Service.
- **User ID** means the unique code issued by AFGD identifying your individual access to the Service when used in combination with your Password.

Transactions made to your Accounts using this Service are governed by the Terms and Conditions of those relevant Products. Where those Product's Terms and Conditions are inconsistent with these, these Terms and Conditions prevail.

If any part of these Terms and Conditions are invalid, unenforceable, or a breach of any law, those parts shall be excluded, but the remainder of the Terms and Conditions will continue to be in force.

Terms referring to the singular shall also be interpreted as referring to the plural, and vice versa.

### **3. Access to the Service**

Access to the Service is granted upon application, and may require you to supply identification as prescribed in the application form, in order that we may establish your bona fides should you have not previously supplied identification to AFGD under the requirements of the AML/CTF Act.

AFGD will issue you with a User ID, and an initial Password that you will be required to change on your first successful login to the Service. Your level of access to the Service will be in line with the combination of the access level granted to you by the Account Owner (where applicable), and the capabilities and the product features of the Accounts you have been granted access to.

Access should only be made via clicking on the “Login to your account” menu option on the AFGD website: [www.anglicanfundsgraftondiocese.com.au](http://www.anglicanfundsgraftondiocese.com.au)

We reserve the right to modify, enhance, cancel or withdraw the Service at any time.

### **4. Authorised Users**

Registration for access to AFGD Online is open to all Account Owners and those who have been nominated as authorised Signatories to an AFGD Account. Any variation to existing authorities must be lodged on the approved form available upon request from the AFGD office, or from the AFGD website. Successful application for the AFGD Online service entitles the user to access, operate, and transact on all AFGD accounts for which you are an authorised signatory.

Account Owners, and Signatories duly authorised to do so, may nominate others as is reasonable in number, who will have enquiry only access to either all or a specified selection of Accounts as instructed on the application form. Such users will not have any authority to transact upon or otherwise operate those Accounts, but can use the Service to view Account balance and transaction history information.

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Where multiple parties have access to an AFGD account then the Account Owner is responsible for any use of the Service by any other authorised Signatory or enquiry only user including all transactions performed. The Account Owner is also responsible for ensuring that all authorised users comply with all obligations and responsibilities imposed under these Terms and Conditions, and is liable for any act or omission done by another authorised party as if they themselves did that act or omission.

### 5. Passwords

The Service will require that you change your initial Password upon your first access to it. All users who have access to the Service have their own User ID and Password. The following applies:

- You must not share your User ID and Password with others, even if they are authorised to operate the same Accounts as you, or are a family member or friend.
- You must keep your User ID and Password secret and take all steps necessary to prevent their unauthorised use.
- Your Password must not be an obvious combination of letters and numbers, or one that can be guessed easily by somebody else, it must not be a series of consecutive numbers or characters, and it must not relate to any other information readily accessible about you or other Account Signatories such as driver's licence and telephone numbers, dates of birth, names of spouses, other relatives, friends or pets.
- For security reasons, we may require that you change your Password at any time.
- For additional security reasons, we may require that you use One Time Passwords, or any other additional means of identification so prescribed, in order to initiate, or approve certain types of transactions.
- Do not respond to any request for your Password, even if it appears to be from AFGD, another financial institution or government agency.
- Do not keep any written record of your Password.
- Do not allow anyone to observe or hear you entering your Password.
- Ensure that any device you use to access the Service is not compromised with Spyware, or any other software that may reveal your Password to

others. It is recommended that you keep all software updated and use antivirus and Internet security software at all times.

- Use extreme caution accessing the Service from public or shared computers such as Internet Cafes, public libraries, and friend's computers.
- Exit the Service immediately you have finished using it. You must not leave a device unattended while you are logged into the Service.
- Do not access the Service via links within emails (even if they appear to have come from AFGD) or other websites. You must only access the service by typing the URL directly into the address bar of your browser window, or by a stored website bookmark that you have explicitly created.

Failure to comply with these guidelines may result in your liability for any loss suffered through unauthorised transactions upon your Accounts being increased.

## **6. Mobile Phones and One Time Passwords**

Your Daily Transaction Limit or Account type may require that you register a Mobile Phone for the receipt of One Time Passwords in order to authorise transactions and certain actions upon your Accounts. In this instance, the following is required in order to provide for the security of your Accounts:

- You must safeguard your Mobile Phone, and not allow others to use it unsupervised. It is recommended that you lock your Mobile Phone with a passcode where applicable.
- Delete any One Time Passwords sent to your Mobile Phone as soon as you have used them, and do not allow others to observe them.
- You must notify us immediately should you acquire a new Mobile Phone number so that we can de-register your old Mobile Phone number and register your new one.

Failure to comply with these guidelines may result in your liability for any loss suffered through unauthorised transactions upon your Accounts being increased.

AFGD is not responsible for any charges made by mobile service provider.

## **7. Lost or Stolen Credentials**

You must notify AFGD by phone on 02 6642 4480 as soon as possible if you suspect or know that your User ID and Password has become known to any other person, or if you have lost or had stolen a Mobile Phone which has been registered with AFGD to receive One Time Passwords in connection with your Accounts.

Once notified of compromised credentials, AFGD will suspend access to the Service until we can verify your identity, and then we will reissue a new Password to you. If the matter relates to your Mobile Phone, we may either suspend access to the Service, or reduce your Daily Transaction Limits, as we deem appropriate, until we are notified that you have replaced your Mobile Phone, or that your original Mobile Phone is now securely back in your possession.

Any unreasonable delay in notifying AFGD may result in your liability for any loss suffered through unauthorised transactions upon your Accounts being increased.

## **8. Liability for Unauthorised Transactions**

Your liability for unauthorised transactions that occur through the Service where we establish on the balance of probabilities that you, or any other party authorised to access the Accounts through the Service, have contributed to the losses by:

- a) failing to choose and protect the Password or Mobile Phone in accordance with the requirements of these Terms and Condition, or otherwise acting with extreme carelessness in failing to protect the security of the Password or Mobile Phone, or
- b) by unreasonably delaying notification to us of the security of the Password or Mobile Phone being compromised or the Service being misused.

Your liability for such losses will be limited to the lesser of:

- the Daily Transaction Limit applicable to the Service for each day or part thereof during which the transaction occurred prior to notification to us; or



- the balance of the accounts accessible through the Service, including any pre-arranged credit limit available at the time of the unauthorised transaction.

Where it cannot be established that you or any other party authorised to access the Accounts through the Service, have contributed to the losses through the criteria of either of (a) or (b) above, your liability for such losses will be limited to the lesser of:

- \$500 (with the exception of AFGD Online business customers);
- the balance of the accounts accessible through the Service, including any pre-arranged credit limit available at the time of the unauthorised transaction; or
- the actual loss incurred at the time we are notified of the matter (excluding any losses above the Daily Transaction Limit applicable to your Accounts).

You are not liable for any losses that occur through the Service:

- where it is clear that you, or any other party authorised to act on your Accounts through the Service, have not contributed to those losses;
- for any unauthorised operation that occurs under a User ID and Password issued by AFGD before those credentials have been received by the intended recipient;
- that are caused by fraud or negligence by AFGD employees or agents;
- resulting from unauthorised transactions occurring after we are informed that a Password has been misused, lost or stolen or has otherwise become known to somebody else, or
- occurring under a User ID and Password attached to an Account where AFGD has been given proper notice in writing that this authority has been revoked or access to the Service cancelled, and AFGD has confirmed in writing that this access has been cancelled.

## 9. Transactions

AFGD is authorised to effect any transaction or instruction issued against your Accounts, as permitted through the Service, where the correct User ID and Password, and in the circumstances required, the correct One Time Password are supplied. We will endeavour to effect such transactions, provided that there

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are sufficient funds available in your Account and that the Daily and Individual Transaction Limits have not been breached.

Be aware that when processing transfers, not all financial institutions verify the account name, and so you are responsible for ensuring that the BSB and Account number are correct. You are also responsible for ensuring that all other details such as the amount and date of transfer are correct. AFGD can accept no responsibility or liability for incorrectly supplied transaction information, and you are liable for any loss suffered.

You are responsible for ensuring that the intended recipient receives any payments made using the Service. Except for where the matter is within our reasonable control, AFGD will have no liability or responsibility for any refusal or omission to initiate or complete any transaction, or to do so by a particular time, or for any omission to follow any transaction instructions. At busy times, the Service may be unavailable, and we have no liability with respect to that unavailability.

If you believe you have made an error in your instructions, you must notify us immediately. AFGD will make all reasonable attempts to stop or amend the payment, however we are not guaranteed to be able to do so. If AFGD incurs third party costs in taking this action on your behalf, you will be liable for these.

It is your duty to carefully check transaction histories and any statements received for any Account to which you have access via the Service, and immediately notify us of any irregularities or discrepancies discovered, or if you think you have been fraudulently induced to make a transaction.

AFGD reserves the right to place a Daily Transaction Limit, and an Individual Transaction Limit on payments made through the Service. A default Daily and Individual Transaction Limit of \$500, will automatically apply, unless you register for One Time Passwords, in which case the Daily and Individual Transaction Limit will be up to \$5,000, and in accordance with the instructions of the Account Owner. We may vary these thresholds at any time without prior notification.

Users are not able to close accounts through the AFGD Online service. Application for account closure should be made in writing to the AFGD Office.

## 10. Security of AFGD Online

We will use such measures as we deem reasonable to help ensure the security of the Service, including firewalls and data encryption. Notwithstanding this, AFGD cannot guarantee that data transmission over the Internet is absolutely secure. You are responsible for your own anti-virus and security measures and those of any authorised user.

AFGD will take all reasonable steps to ensure that the information that we make available to you through AFGD Online is correct and updated regularly. We will not be liable for or in connection with any inaccuracy, errors or omissions in that information because of the communication network, ancillary equipment or any other circumstances beyond our reasonable control.

## 11. Suspension

AFGD may cancel your access or suspend your right to participate in the Service at any time and without notice to you if we reasonably suspect that the Service is being misused or has been used to conduct an unauthorised or unlawful transaction.

## 12. Indemnity

You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- did not observe any of your obligations under these Terms and Conditions, or
- acted negligently or fraudulently in connection with this agreement or Service.

## 13. AML/CTF Obligations

In order for AFGD to meet its regulatory and compliance obligations you agree to and are aware that:

- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country). Where this occurs, AFGD

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and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused;

- we may from time to time require additional information from you to assist us in the above compliance process, and you must provide that information, and
- where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other financial institutions, service providers, or other third parties.

You agree to provide the following undertakings and indemnify AFGD against any potential losses arising from any breach of these by you:

- You will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country), and
- The underlying activity for which the Service is being provided does not breach of Australian law or sanctions (or the law or sanctions of any other country).

### 14. Privacy

Your personal information will be treated strictly in accordance with our Privacy Policy, which is set out on our website at [www.anglicanfundsgrafftondiocese.com.au](http://www.anglicanfundsgrafftondiocese.com.au) Upon request you may gain access to the information we hold about you in accordance with the Australian Privacy Principles set out in the Privacy Act (Commonwealth 1988, as amended).

### 15. BPAY®

Anglican Funds Grafton Diocese is a member of the BPAY scheme. The BPAY scheme is an electronic payment scheme through which you ask us to make payments on your behalf to organisations (Billers) who tell you that you can make payments through the BPAY scheme (BPAY Payments); and may choose to pay them electronically using internet banking or any other method accepted by the Biller.

We will tell you if we are no longer a member of the BPAY scheme. For the purposes of the BPAY scheme, we may also be a Biller.

To process a BPAY Payment you must know the:

- Biller Code and your Customer Reference Number (found on your bill).
- Account details from which you want to make the payment from.
- Amount of the payment.
- Date the payment is due if making a future dated payment.

You must be careful when inputting information. If you make an error you will need to:

- Ensure the correct Biller Code and your Customer Reference Number (found on your bill).
- If you send less than required, make another payment to the Biller to make up the difference.

Your AFGD account will be debited with the BPAY payment immediately, and details of payments will appear on your statement. We cannot stop any BPAY transaction once you have made the payment.

If we are advised that a payment cannot be processed by a Biller, the payment will be returned to us and we will credit your account with the amount of the BPAY Payment.

Each time you make a BPAY Payment you will be provided with a receipt numbers, please keep a record of this number for your future reference.

Mistaken payments, unauthorised transactions and fraud.

- We will attempt to make sure that your BPAY Payments are processed promptly by the participants in the BPAY scheme, including those billers to whom your BPAY Payments are made. You must promptly tell us if:
  1. You become aware of any delays or mistakes in processing your BPAY Payments
  2. If you did not authorise a BPAY Payment that has been made from your account, or
  3. If you think you have been fraudulently induced to make a BPAY payment.

We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in this clause and under clause 15 of the BPAY scheme

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terms, we will not be liable for any loss or damage you suffer as a result of using the BPAY scheme.

The longer the delay between when you tell us of an error and the date of your BPAY payment, the more difficult it may be to perform the error correction.

### Mistaken payments

If a BPAY payment is made to a person or for an amount, which is not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you are responsible for a mistake resulting in that payment and we cannot recover the amount of that repayment from the person who received it within 20 banking business days of us attempting to do so, you must pay us that amount.

### Unauthorised payments

If a BPAY payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

we cannot recover within 20 business days of us attempting to do so that amount from the person who received it, and

the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.

### Fraudulent payments

If a BPAY payment is induced by the fraud of a person involved in the BPAY scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the whole amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment that is not refunded to you by the person that induced the fraud.

### Indemnity

You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you acted negligently or fraudulently in connection with this agreement.

### Consequential damage

This section does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary omitted.

We are not liable for any consequential loss or damage you suffer as a result of using BPAY scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

### BPAY Privacy

If you use the BPAY scheme you;

agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY scheme (BPAY Pty Ltd) or any other participant in the BPAY scheme and any agent appointed by any of them from time to time including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY scheme;

such of your personal information as is necessary to facilitate your registration for use of the BPAY scheme;

such of your transactional information as is necessary to process your BPAY payments. Your BPAY payments information will be disclosed by BPAY Pty Ltd, through its agent, to the Billers financial institution and your information necessary to process your use of BPAY view will be disclosed by BPAY Pty Ltd, through its agent, to the Biller.

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You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY scheme

You can request access to your information held by us, BPAY Pty Ltd or its agent Cardlink Services Limited at their contact details listed on their web site, or by referring to the procedures set out in the privacy policy of the relevant entity.

Our Privacy policy, along with the privacy policies of BPAY Pty Ltd and Cardlink Services Limited contain information about how you may complain about a breach of the Privacy Act 1988 (Cth) and the process by which your complaint will be handled.

If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent it will not be possible to process your requested BPAY payment.

® Registered to BPAY Pty Ltd ABN 69 079 137 518

### 16. Cut Off Times

The following cut off times apply:

Between AFGD Accounts	There is no cut off time, transfers are effected immediately.
External Accounts	2pm on Business Days. Transfer will generally be effected on or before the next Business Day.
Bulk File Uploads	1.30pm on Business Days. Transfers will generally be effected on or before the next Business Day.
BPAY Payments	2pm on Business Days. BPAY Payments will generally be effected on the next Business Day.

Transfers and BPAY Payments made after the relevant cut off time, or on a day that is not a Business Day will be processed as if they are made before the cut off time of the following Business Day.

Delays may occur due to third parties not complying with their obligations in handling transfers or BPAY Payments. AFGD is not liable for such delays.



## 17. Complaints about Online

You should first contact our member services area on 02 6642 4480. If your complaint cannot be resolved, you may escalate your complaint to the AFGD Manager who will advise you of the process to deal with your complaint.

In the event that you are not satisfied with our resolution of your complaint after receiving the final response of the AFGD Manager, you are entitled to raise the matter with our External Dispute Resolution service, free of charge. To do this please contact the

Financial Ombudsman Service Post: GPO Box 3, Melbourne VIC 3001

Telephone: 1800 367 287 Website: [www.fos.org.au](http://www.fos.org.au)

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## Contact Us

If you would like information about any of the products or services we offer please contact us by:

<b>Email</b>	office@afgd.com.au
<b>Website</b>	www.anglicanfundsgraftondiocese.com.au
<b>Postal Address</b>	Anglican Funds Grafton Diocese PO Box 4 Grafton NSW 2460
<b>Phone</b>	FreeCall - 1800 810 919 (NSW Only) (02) 6642 4480
<b>Fax</b>	(02) 6643 2391
<b>Office Location</b>	Level 1, 50 Victoria Street, Grafton NSW