

## Important Notice to Commonwealth Bank of Australia CommBiz Customers

Effective **8 November 2023**, CommBank's CommBiz Terms and Conditions dated 29 July 2023 are amended as set out in this notice. Please keep this notice as a record of changes to the CommBiz Terms and Conditions.

### Why are we making these changes?

- Due to scams, fraud and other criminal activities we're amending the circumstances in which we may:
  - cancel access to CommBiz services;
  - block or decline, hold or delay a transaction, dealing or payment; and
  - impose transaction limits.
- To reflect CBA's commitment to ensure customer contracts don't contain terms which may be considered potentially unfair under the unfair contract terms law changes to the *Australian Securities and Investments Commission Act 2001*.
- To make drafting and grammatical changes, fixing typographical/formatting errors, and clarifying some existing terms.

### What are the changes to the CommBiz Terms and Conditions?

#### Part 1: Payment types

##### 1.5 International Payments

**Page 2, 1.5.2 Returned payments** – replaced “foreign currency” in the first line of the last paragraph with “*International Payment*”.

**Page 2, 1.5.3 Refusing an application** - amended to: “*We can refuse an application for an International Payment if any of the circumstances in clause 9.15 occurs or we consider it necessary to do so in the exercise of our discretion under that clause. Except to the extent caused by our negligence, fraud or wilful misconduct in taking any action under this clause, we are not liable to any party for any loss or damage from any decision not to process the application based on any of these grounds.*”

**Page 2, 1.5.4 Exchange rates** – replaced “(refer to [commbank.com.au](http://commbank.com.au) for Foreign Currency cut-off times)” in the fourth line with “(visit [www.commbank.com.au](http://www.commbank.com.au) for International Payment cut-off times)”.

**Page 2, 1.5.5 Charges by overseas banks** – replaced “(refer to Part 15)” with “(refer to Part 14)” in the last paragraph.

##### 1.6 BPAY®

**Page 3, 1.6.1 Making BPAY® Payments** - added “(if the Biller allows)” to the end of the first sentence of this clause.

**Page 3, 1.6.3 Suspension** - amended this clause to: “*We can suspend your right to participate in the BPAY® Scheme if you breach these Terms and Conditions, or if you or someone acting on your behalf is suspected of engaging in fraudulent conduct. When we do so, we will act fairly and reasonably towards you.*”

**Page 4, 1.6.8.1 Your liability for mistaken payments** - amended the second sentence to: “*If you were responsible for a mistake causing that payment and we can't recover the payment from that person who received it within 20 business days, you will need to pursue the person for the return of the funds and we can debit your account with the amount we previously credited.*”

**Page 4, 1.6.8.2 Your liability for fraudulent BPAY® payments** - deleted the last sentence of this clause.

**Page 4, 1.6.9 Consent for biller to disclose information** – capitalised the word “**biller**” in the heading.

**Page 5, 1.8 Non-CBA Payment Requests** – replaced “(refer to [commbank.com.au](http://commbank.com.au) for Foreign Currency cut-off times)” with “(visit [www.commbank.com.au](http://www.commbank.com.au) for International Payment cut-off times)”.

**Page 6, 1.9.1 Accessing Trans-Tasman facility** – amended this clause to: “You can access this Trans-Tasman facility if you:

- hold a bank account with ASB;
- have a CommBiz facility allowing automated file delivery or a manual file upload to send payment files to ASB to debit/credit your ASB account.

Files must be formatted and contain the information in accordance with our file specifications advised to you from time to time.

All CommBiz customers will have automatic access to Trans-Tasman functionality if they have an ASB account linked in CommBiz with electronic authority set up.

To link your ASB account to your CommBiz facility you will need to contact ASB.”

**Page 6, 1.9.2 Account Currency** - replaced the capitalised word “**Currency**” with lower case “**currency**” in the heading.

**Page 6, 1.9.3 Cut-off times** - replaced the capitalised word “**Times**” with lower case “**times**” in the heading.

**Page 6, 1.9.4 What can Trans-Tasman not do?** - replaced the word "partnership" with "partner" in the third bullet point.

Added a new clause 1.10 as follows: “**1.10 Payment Limits**

In addition to any other payment limit which may apply, we may in our discretion limit the amount each user may transfer or pay from all accounts:

- using an Electronic Banking facility and in branch, to all accounts and/or merchants which we reasonably believe may be owned or controlled by a cryptocurrency or digital asset exchange or being used to purchase cryptocurrency or digital assets; and/or
- using a particular payment product, type of transaction or dealing via an Electronic Banking facility and in branch; and/or
- using an Electronic Banking facility and in branch where it is reasonably necessary to prevent systemic or individual criminal activity, including suspected or potential fraud or scams.

We may in our discretion remove or reduce your access to transfers and/or payments to third parties or non-linked accounts and/or reduce your payment limit if:

- you have requested a higher payment limit and have not made a transaction utilising any of that increased limit within the last month; or
- we believe it is reasonably necessary to protect you or us from possible fraudulent activity, scams or other activity that might cause you or us to lose money.

When we take any action under this clause, we will act fairly and reasonably towards you. Except to the extent caused by our negligence, mistake or wilful misconduct, or that of our agents, we will not be responsible for any loss, cost, expense or other inconvenience you incur from any action taken under this clause.”

## **Part 2: Giving us instructions**

**Page 7, 2.1 Giving us payment instructions** – amended to: “We are not responsible for any acts or omissions by you or your officers, employees, Users or Bureaus (including but not limited to the amount, accuracy, timeliness or authorisation of the payment instruction). Electronic files must be formatted and contain the information in accordance with our file specifications. Authorisation of files will be deemed by the Bank as an approved file for processing.

You acknowledge that you will comply with our security requirements in Part 4.”

**Page 8, 2.6 Authorising foreign exchange settlements** – amended this clause to: “If you make a foreign exchange transaction (either online or over the telephone), and have told us that you will settle that transaction through CommBiz, you must authorise the settlement before the settlement or country cut-off time that applies to the transaction (visit [www.commbank.com.au](http://www.commbank.com.au) and search for International Payment cut-off times).”

**Page 8, 2.6.1 Telephone, Fax and Email Instructions** - deleted the last sentence of this clause.

**Page 8, 2.8 Third Party Accounts** - amended this clause as follows:

- added the following after the word “losses” in the second line of the second paragraph: *“(except for those caused by our negligence, fraud or wilful misconduct)”*; and
- replaced all references to the words “terms and conditions” (regardless of capitalisation) with *“Terms and Conditions”* in the first bullet point.

**Page 8, 2.11.1 View Users** – amended this clause to: *““View” Users have view only access to all accounts linked to your CommBiz Service and the relevant account information such as statements, transactions, balances and account details.”*

**Page 9, 2.11.2 Create Users** – amended the first sentence and first bullet point to: *““Create” Users can:*

- *have “View” User access;”*.

•

**Page 9, 2.11.3 Authorisers** - amended the first sentence and first bullet point to: *“Authorisers can:*

- *have “View” User access;”*.

•

**Page 9, 2.11.4 Administrators** - amended the first sentence and first bullet point to: *“Administrators can:*

- *maintain CommBiz Service details such as token delivery address and contact details;”*.

•

**Page 9, 2.11.5 Service Delegates** – amended this clause to: *“Service Delegates:*

- *have “View” User access; and*
- *are appointed by your authorised account signatories to electronically authorise Maintenance Requests that have been submitted by Administrators such as adding new accounts, adding and editing electronic account authority and appointment of a Card Administrator for all accounts linked to your CommBiz Service.”*

**Page 9, 2.11.6 Card Administrators** – amended this clause to: *“Card Administrators can request new and maintain existing corporate cards linked to your CommBiz.”*

**Page 9, 2.11.8 User Defined Roles** – amended this clause to: *“User Defined Roles allow you to create a personalised template of custom permissions your Administrator/s can apply to selected Users on your CommBiz Service.”*

**Page 9, 2.11.9 Data Sharing Delegate** – replaced the word “Appointed” at the beginning of the first paragraph of this clause with *“Data Sharing Delegates are appointed”*.

Added a new clause 2.12 as follows: ***“2.12 Personal Information of Administrators and Users***

*Where you disclose an Administrator’s or User’s personal information to us, you acknowledge you are authorised to do so and will direct them to our Privacy Collection Notice and Group Privacy Statement available on [www.commbank.com.au](http://www.commbank.com.au) so they understand how we handle their personal information (noting the Privacy Collection Notice must be read as applying to that Administrator or User).*

*To the extent we require an Administrator’s or User’s written consent to disclose, use or otherwise handle their personal information, you must take all reasonable steps to obtain such written consent from each Administrator and User. If you obtain the Administrator’s or User’s written consent, you must promptly provide a copy of the written consent on our request. If an Administrator or User refuses to provide such written consent, you must not allow that Administrator or User to use CommBiz.”*

### **Part 3: Risks**

**Page 10, 3.1 Legal risk** – replaced the website address in the last sentence with *“[www.commbank.com.au/sanctionedcountries](http://www.commbank.com.au/sanctionedcountries).”*

**Page 10, 3.4 What you are liable for** - amended this clause to: *“Generally speaking, you are liable for any losses arising from the acts and omissions of all Users authorised by you to carry out transactions on your behalf.*

*You will be liable for loss for an unauthorised transaction if any of the following apply:*

- *we can prove on the balance of probability that you contributed to the loss, including where you do not comply with any of the security requirements set out in Part 4;*
- *the loss occurs before you notify us that a User’s access to CommBiz has been breached or misused, including for loss for unauthorised transactions that have been processed, or are being processed, before we receive your notification; or*
- *you make a payment to an account in circumstances where we have asked you to confirm the payment due to risk concerns.”*

**Page 10, 3.5 What you are not liable for** - amended this clause to: *“You will not be liable for loss from an unauthorised transaction to the extent that any of the following applies:*

- *the cause of the loss is due to our negligence, fraud or wilful misconduct;*
- *it is clear you or a User did not contribute to the loss in any way and have complied with the security requirements in Part 4; or*
- *the loss arises after you notify us that any access to CommBiz has been breached, misused or compromised in any way.”*

#### **Part 4: Security**

**Page 11, 4.1 Unauthorised access** - amended this clause to: ***“4.1 Unauthorised access and transactions***

*You must take adequate precautions to:*

- *prevent unauthorised users gaining access to your computer systems, accounts and, if you have CommBiz Mobile, to prevent unauthorised users gaining access to CommBiz on a Mobile device; and*
- *prevent unauthorised transactions on your accounts using CommBiz.*

*These precautions include:*

- *keeping all Security Identification and Private Keys secure at all times and in accordance with our instructions from time to time;*
- *never disclosing any Security Identification or Private Key to anyone, including a Commonwealth Bank representative or a person purporting to be a Commonwealth Bank representative for any purpose;*
- *changing your passwords regularly (e.g. every 60-120 days) and not choosing a password that represents a date of birth, name or address, or would be easy to guess, such as a common quote or phrase;*
- *ensuring that only authorised personnel can access your physical computing infrastructure or Mobile devices;*
- *ensuring that the CommBiz Service is only accessed by entering **www.commbiz.com.au** (or for NetLock Users via the NetLock browser) and not through a search link or any link sent by a third party, including a Commonwealth Bank representative or a person purporting to be a Commonwealth Bank representative for any purpose;*
- *never allowing remote access, remote access software, remote desktop sharing or other tools which may enable a third party to view or access your CommBiz Service on any computer or other device;*
- *never saving a Security Identification or Private Key in a browser;*
- *using the most up to date appropriate anti-‘spamming’, anti-‘key logging’, anti-‘virus’ and anti-‘phishing’ software, as well as appropriate personal computer or network ‘firewall’ protection;*
- *using a browser and operating system that is a listed minimum version set out at **www.commbank.com.au/business/online-banking/commbiz/update-your-browser.html**;*
- *only installing applications approved by Apple and Google Play on the Mobile device and you must not override the software lockdown on the Mobile device (i.e. jailbreak the Mobile device); and*
- *ensuring that all personal computers and Mobile devices used to access CommBiz and CommBiz tokens are kept physically secure and in accordance with our instructions from time to time.*

*If you fail to take adequate precautions, it is possible that unauthorised persons may alter your Instructions, give us instructions using your Security Identification or otherwise facilitate transactions on your account. You are liable for losses resulting from a failure to take adequate precautions.*

*Circumstances where you will be taken to have disclosed a Security Identification or Private Key to a third person include where we reasonably believe you or a User:*

- *tell a third party what the relevant Security Identification or Private Key is (verbally or in writing);*

- enter the Security Identification or Private Key into any website, app or software other than **www.commbiz.com.au** or for NetLock Users, the NetLock browser;
- save the Security Identification or Private Key in a browser; or
- allow a third party remote access to your device (including by inadvertently downloading remote access software, remote desktop sharing or any other tool (e.g. AnyDesk)) which enables a third party to view the Security Identification or Private Key and/or transact on your account.

You will be taken to have made the disclosure regardless of whether you or the User are deceived as to the identity of the third person or the purpose of the disclosure.

We recommend that you constantly monitor your accounts and CommBiz Service to check that all transactions are accurate and properly authorised by you.

It is each Administrator's responsibility to ensure you have authorised each User's and Authoriser's respective level of access to CommBiz."

**Page 11, 4.2 Notification** - amended this clause to: "You must immediately notify us if:

- there has been any actual or suspected loss, theft, misuse, misplacement, disclosure or compromise of any computer systems, Mobile devices, hardware, Private Keys or any Security Identification used by you or any of your Users to access CommBiz;
- you suspect a transaction has been altered without your approval or is unauthorised;
- there has been an actual or suspected breach of your obligations regarding Confidential Information or any of the security requirements set out in this Part 4;
- your or your User's personal details or business details have changed;
- a Mobile device linked to CommBiz is changed; or
- you no longer authorise a User to act on your behalf."

**Page 11, 4.3 Providing information** – amended this clause to: "You must provide accurate information to us regarding your Private Keys and Digital Certificates when requested."

**Page 11, 4.4 Password Security, 4.5 Cancelling Security Identification or withholding access and 4.6 Tokens** - deleted these clauses as the relevant content has been merged with other clauses.

**Page 12, 4.7 NetLock Security device** - renumbered and amended this clause to "**4.4 NetLock**" and amended this clause as follows: "**4.4.1 Use of NetLock**

If you have NetLock and you comply with all security obligations set out in this Part 4, it may help reduce the risk of malware, cyber-security or malicious software attacks. NetLock does not protect against any other types of scam or fraud, or in situations where you fail to comply with the security obligations in this Part 4 (e.g. where you or a User disclose any Security Identification or Private Key to any other person).

You must only use NetLock to operate CommBiz and must not store information on it or use it for any other purpose.

You agree to allow us at any time to update the information and software stored on NetLock which remains our property at all times."

**Page 12, 4.7.1 Disclosure of information for NetLock** - renumbered and amended this clause to: "**4.4.2 Disclosure of information for NetLock**

Unless prohibited by law, you authorise us to provide your (and your User's) Digital Certificate information to any other person or entity to:

- allow access and use of NetLock; and
- resolve any dispute in relation to NetLock.

In the event that you or your User's data or information is required to be disclosed in accordance with this clause and the law requires your User's written consent to disclose the data or information, you must obtain such written consent from your Users."

**Page 12, 4.8 Transacting** - deleted this clause as the relevant content has been merged with other clauses.

**Page 12, 4.9 Deemed authority** – renumbered and amended this clause to: "**4.5 Deemed Authority**

You are liable for the acts or omissions of all Users.

*It is your responsibility to ensure that all Users are aware of and comply with the relevant obligations in these Terms and Conditions.*

*You agree that we can treat any transaction made or instructions given using your or a User's Security Identification or Private Key as being made with your authority, subject to clause 4.6. You are responsible for the accuracy of instructions given using a Security Identification or Private Key. We don't have to verify your authority unless you have told us to cancel that Security Identification or Private Key before the transaction."*

**Page 12, 4.10 Safekeeping** - deleted this clause as the relevant content has been merged with other clauses.

**Page 12, 4.11 CommBiz Protection for Unauthorised Transactions** - renumbered this clause to "**4.6 CommBiz Protection for Unauthorised Transactions**" and amended this clause as follows:

The bullet points under the first paragraph are amended to:

- *"you and your Users had complied with all applicable security requirements set out in Part 4 of these Terms and Conditions, including the additional payment authorisation condition set out in the table below;*
- *you used NetLock or CommBiz Mobile when creating and authorising the transaction;*
- *you notify us that the transaction was altered or unauthorised within 12 months of the date of the transaction being debited to your account;*
- *you did not opt out of any security protections which we offered to you in relation to the transaction (for example, for a payment held by the Bank for validation and you did not opt out of the further validation);*
- *you were not and are not in breach of these CommBiz Terms and Conditions; and*
- *you give us and our agents prompt and complete access to computers, and any Mobile devices, of your Users in use at the time of the transaction and any other assistance or information we reasonably request to enable a full investigation in connection with any unauthorised alteration of the transaction and of your claim."*

The second paragraph is amended by deleting the words "alteration of the" after the word "authorised" in the first line.

The heading "**Mandatory precautions for all payments made by any User ('Security Conditions')**" is replaced with "**Additional payment authorisation conditions**" and the conditions in the bullet points under that heading are amended to:

- *"NetLock activated for all Users within the CommBiz Service and used to create the payment instruction;*
- *Use only one computer or Mobile device for payment creation and another computer or Mobile device for subsequent authorisation;*
- *Adopt any other reasonable steps to protect the security of your computer or operating system or Mobile device and prevent unauthorised access to your accounts."*

The **Payments <= \$50,000** section is amended by inserting the word "person" after the word "one".

The **Payments from \$50,001 <= \$250,000** section is amended by inserting the word "people" after the word "two".

The **Payments from \$250,001 < \$20M** section is amended by inserting the following after the word "AND" in the third line: *"evidence that the Authorisers have sighted source documentation for the payment."*

The **Payments >= \$20M** section is amended by:

- deleting the words "create and" after the word "to" in the second line; and
- inserting *"evidence that the Authorisers have sighted source documentation for the payment."* after the first "AND" in the third line.

The rest of this section remains the same.

**Page 13, 4.12 Prohibited transactions** - renumbered this clause to: "**4.7 Prohibited transactions**".

**Page 14, 4.13 CommBiz Mobile** - renumbered this clause to "**4.8 CommBiz Mobile**" and deleted the last sentence of the first paragraph and also the sixth paragraph, as the relevant content in the sixth paragraph has been merged with other clauses. Also replaced references to "mobile" with "*Mobile*".

**Page 14, 4.14 Transaction Holds** - renumbered and amended this clause to "**4.9 Transaction Holds**

*For security reasons, including but not limited to protecting you or us from losses resulting from payments or transfers to accounts we reasonably believe may be being used unlawfully including fraudulently or as part of a possible scam or owned or controlled by a cryptocurrency or digital asset exchange, we may place a hold on funds*

transferred to or from your account through CommBiz. The hold may apply for as long as we reasonably need to investigate the transaction. We will make reasonable attempts to contact you and resolve such matters.”

**Page 15, Part 5: CommBiz Automated** - amended this whole Part to: “**Part 5: CommBiz Automated**  
CommBiz Automated allows you to connect directly with the Bank through your Enterprise Resource Planning (ERP) software to provide payment files which instruct us to make payments from your accounts. CommBiz Automated supports delivery of your reporting requirements.

#### **5.1 Manual authorisation**

Manual authorisation is the default state for CommBiz Automated where payment files are sent from your ERP software and received in CommBiz for manual authorisation.

We will deem as ‘approved for processing’, any automated files in your systems that you have authorised in accordance with the Electronic Account Authority.

We’re not responsible for any acts or omissions of you or your officers, employees, Users or Bureaus (including but not limited to the amount, accuracy, timeliness or authorisation of the payment instructions).

#### **5.2 Automated authorisation**

Automated authorisation enables payment files to be imported, approved and released for processing without the need for further manual authorisation in CommBiz by your Users.

An Automated User ID is created and linked to an identified User. When your payment instruction files are submitted for Automated authorisation using this Automated User ID, they’re considered as authorised by you and will be automatically processed.

#### **5.3 Approval**

You will require our approval of your CommBiz Automated application to use either Manual or Automated authorisation.

#### **5.4 Authenticating your instructions**

To use the Manual authorisation or Automated authorisation service to send us payment files and/or receive receivables data, you must authenticate your instructions with agreed credentials.

It’s your responsibility to regularly review the validity and currency of your Users, and the information that is linked to the Automated User ID. We’re not responsible for any acts or omissions of you or your current or former officers, employees, Users or Bureaus (including but not limited to the amount, accuracy, timeliness or authorisation of the payment instructions).

#### **5.5 File Format**

Electronic files must be formatted and contain the information in accordance with our file specifications.

#### **5.6 Future dated payments**

For future dated payment files, the files can be cancelled on the day before the scheduled payment date (Sydney time). However, cancellation is not allowed on the same day a payment is due once it has been authorised in the system.

#### **5.7 Using Automated Authorisation for International Payments**

If you’ve opted to use Automated authorisation in CommBiz Automated to process your International Payment, then you’re aware this means you won’t be able to see the exchange rates used before your instructions are processed. You acknowledge that:

- You accept, and approve, the prevailing exchange rate, as determined by us, applies at the time of processing your International Payment; and
- You accept the exchange rate risk and we’re not liable to you for any exchange rate fluctuations which may occur during the relevant period.

For future dated International Payments, once you’ve sent the instruction using Automated authorisation, the instruction can be cancelled up to one day prior to the future payment date (Sydney time). Note, no transaction will appear in your transaction history information for the future dated payment until the payment is processed on the scheduled payment date. Cancellation is not allowed on the same day the payment is due.

You can view CBA’s indicative foreign retail exchange rates by visiting our website:

#### **5.8 Third-party communications**

If any information in connection with automated payments is provided to us through an ERP system or other third party communications system used by you, we are not liable to you for any loss incurred by you where we have acted in good faith on such information from your third parties including but not limited to: the amount, accuracy,

*timeliness or authorisation of the payment instruction, any consequential loss or delays in payments to the payment recipient.”*

## **Part 6: CommBiz Markets**

**Page 16, 6.3.1 Instructions** – removed the bullet point and replaced “this agreement” in the first sentence with “*these Terms and Conditions*”.

**Page 17, 6.3.3 Acceptances** – replaced:

- the word “Internet” in the second paragraph with “*internet*”
- the words “Users’ security identification” in the last paragraph with “*User’s Security Identification*”.

## **Part 7: Liability**

**Page 18, 7.1 Consequential loss** – amended this clause as follows:

- amended the opening sentence of this clause to: “*Except to the extent caused by our negligence, fraud or wilful misconduct, or that of our agents, we expressly exclude liability for consequential loss or damage which may arise from:*”;
- added “*or Private Keys*” to the end of the fifth bullet point; and
- added “*and/or*” to the end of the eighth bullet point.

**Page 18, 7.3 Disruptions** – amended the first paragraph to: “*We are not liable for any delay or failure in the performance by us of the CommBiz services to the extent caused by any event or circumstance outside our reasonable control. We are not liable to you for any direct or consequential losses which arise from disruptions to our systems or processes in these circumstances.*”

**Page 18, 7.4.1 Our liability under consumer protection laws** - deleted the last sentence of this clause.

**Page 19, 7.5 Indemnity** - amended this clause to: “*You must indemnify us, our agents and suppliers for any loss or damage (reduced to the extent the loss or damage is due to our negligence, fraud or wilful misconduct) suffered as a result of:*

- *your conduct, which results in the erroneous issuance of a valid Digital Certificate status response with respect to your Digital Certificate;*
- *the use of a Digital Certificate issued to you or a User or any associated Private Key after:*
  - (a) *termination of the authority of a NetLock User or CommBiz Mobile User; or*
  - (b) *you have given us notice, or should have given us notice, that the Private Key has, or may have been compromised under clause 4.2.”*

**Page 19, 7.7 Dispute Resolution** - deleted this clause and moved the last paragraph of this clause to new clause **8.1 Changes in Part 8: Variations** as follows: “**8.1 Changes**

*At any time we can vary these Terms and Conditions including to increase or introduce new fees. You cannot amend, modify or vary the provisions of this agreement unless you make a request in writing and we accept it.”*

## **Part 8: Variations**

**Page 19, 8.1 Notification of changes** – in addition to the change set out above, this clause is renumbered to “**8.2 Notification of changes**”, and is amended to:

*“Unless otherwise specified in these Terms and Conditions or separately agreed by us, we will give you notice of changes to Terms and Conditions by newspaper advertisement, in writing or electronically. We will also place notification of changes by way of a prominent notice on our website [www.commbiz.com.au](http://www.commbiz.com.au).*

*We will provide you:*

- *at least 30 days notice before the change takes effect for fee increases, new fees or if we believe a change is unfavourable to you. We may give you a shorter notice period, or no notice, of an unfavourable change if we believe doing so is necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss, or if a change is required to immediately restore or maintain the security of a system or an individual facility,*

*including the prevention of systemic or individual criminal activity, including fraud and scams or to otherwise manage a material and immediate risk; or there is a change to, or introduction of a government charge that you pay directly, or indirectly, as part of your banking service. In that case, we will tell you about the introduction or change reasonably promptly after the government notifies us (however, we do not have to tell you about it if the government publicises the introduction or change); and*

- *notice for all other changes no later than the day the change takes effect.*

**Page 19, 8.2 New functions** - amended this clause as follows:

- renumbered this clause to **“8.3 New functions”**;
- amended the first bullet point in the second paragraph to: *“you use or access the new functions; or”*; and
- replaced all references to the words “Terms and conditions” with *“Terms and Conditions”*.

**Page 19, 8.3 Add Authorisers, remove Authorisers or change method of operation** – renumbered and amended this clause to: **“8.4 Add Authorisers, remove Authorisers or change method of operation**

*Your CommBiz Administrator/s may appoint additional Authorisers, remove Authorisers and vary the Electronic Account Authority for accounts linked to your CommBiz Service by sending us either:*

- *an additional CommBiz Account Authority form; or*
- *a Maintenance Request authorised by your Service Delegate or your Authorisers, in accordance with the existing Electronic Account Authority for that account.”*

**Page 19, 8.4 Emailing forms** - renumbered this clause to **“8.5 Emailing forms”** and amended the first sentence to: *“If we receive a CommBiz form, which reasonably appears to us to have been properly completed, signed and sent by you as an attachment to an email, it shall be deemed to be an original CommBiz form and to have been sent and authorised by you.”*

## **Part 9: General provisions**

**Page 20, 9.1 Start and duration** – replaced the word “Agreement” with *“agreement”*.

**Page 20, 9.2 Property Rights** – amended this clause to: *“You acknowledge that:*

- *you do not obtain any Intellectual Property rights whatsoever used or embodied in or in connection with CommBiz, CommBiz Mobile and associated products and services; and*
- *if new inventions, designs or processes evolve in performance of or as a result of this agreement, these also shall be our property unless we agree otherwise in writing.*

*We or our suppliers at all times own:*

- *the Digital Certificates,*
- *NetLock;*
- *the logos, designs, trademarks, service marks, names and symbols associated with NetLock and CommBiz tokens that are provided to you to use NetLock and CommBiz tokens; and*
- *any specifications, documents and Intellectual Property provided to you to use and access CommBiz, CommBiz Mobile, CommBiz tokens and NetLock.*

*You are granted a non-exclusive, non-transferrable licence to use the instructions specifications, documents and Intellectual Property provided to you to use and access CommBiz Mobile, CommBiz tokens and NetLock as set out in these Terms and Conditions.*

*You must not use, modify, copy, develop, enhance, reproduce, distribute, transmit, perform, display or otherwise deal with Intellectual Property for any purpose other than to use and access CommBiz including use of CommBiz Mobile, CommBiz tokens and NetLock in accordance with these Terms and Conditions. You must not act fraudulently or maliciously in relation to CommBiz, CommBiz Mobile, CommBiz tokens, NetLock or CommBiz related software. You must not copy, modify, adversely effect, reverse engineer, hack into or insert malicious code into NetLock, your Mobile device, the CommBiz Mobile application, CommBiz tokens or CommBiz related software.”*

**Page 20, 9.3 Subsidiaries** - deleted this clause.

**Page 20, 9.4 Limitations** – renumbered this clause to: “**9.3 Limitations**” and replaced the reference to “Agreement” in the first line of the second paragraph with “agreement”.

**Page 20, 9.5 Your account** – renumbered and amended this clause to: “**9.4 Your bank account**  
*This agreement does not affect the existing relationship we have with you regarding the operation of your bank account. This includes, for example, our right to deduct fees and transaction costs from your bank account, and our right to vary the terms and conditions of your account.*”

**Page 20, 9.6 Waiving rights** – renumbered this clause to: “**9.5 Waiving rights**” and replaced the reference to “Agreement” in the first line with “agreement”.

**Page 20, 9.7 Severability** – renumbered this clause to: “**9.6 Severability**” and replaced the references to “Agreement” with “agreement”.

**Page 21, 9.8 Government duties, fees and charges** – renumbered this clause to: “**9.7 Government duties, fees and charges**” and replaced the reference to “Agreement” with “agreement”.

**Page 21, 9.9 Agency** - renumbered this clause to: “**9.8 Agency**”.

**Page 21, 9.10 Notices** - renumbered and amended this clause to: “**9.9 Notices**  
*If this agreement requires us to give any notice, any of our officers whose title includes the word ‘manager’ can give it. Unless prohibited by law, we may send you notices by:*

- *sending the information by email to an email address you nominate;*
- *sending the information by SMS message to a mobile phone number you nominate;*
- *sending the information to any other electronic address you nominate;*
- *making the information available on the CommBank website or the CommBiz website and sending you an electronic notification (e.g. email, SMS message or push notification) that the information is available;*
- *advertising in the national or local media; or*
- *any other means we agree with you.*

*We record that you received an electronic statement or notice on the day that our notification enters the first external information system, such as the server of the relevant email address. Even if we normally provide statements or notices in one of the methods provided above, we may occasionally send you a statement or notice by another method described above instead – for example, if we’re unable to provide the information via the first channel.*

*Where we provide notice by advertising in the national or local media, that notice will take effect on the day the advertisement appears in the media, unless a later date is set out in the notice.*

*For changes to these Terms and Conditions, we notify these only by electronic delivery (using any of the methods set out above) or advertising in the national or local media. Paper copies are not provided.”*

**Page 21, 9.11 Consent** - renumbered this clause to: “**9.10 Consent**”.

**Page 21, 9.12 Alerts** – renumbered this clause to: “**9.11 Alerts**” and replaced “The User” at the beginning of the last sentence with “Users”.

**Page 21, 9.13 Acceptable Use Policy** – deleted deleting this clause as the relevant content has been merged with clause 9.15.

**Page 21, 9.14 Governing law** - renumbered this clause to: “**9.12 Governing law**” and replaced the reference to “Agreement” with “agreement”.

**Page 21, 9.15 Banking Code of Practice** –renumbered and amended this clause to: “**9.13 Banking Code of Practice**  
*The relevant provisions of the Banking Code of Practice apply if you are an individual or a ‘small business’ as defined in the Banking Code of Practice on the Australian Banking Association website.”*

**Page 21, 9.16 ePayment Code** – renumbered and amended this clause to: “**9.14 ePayments Code**”

*The ePayments Code does not apply to transactions using CommBiz or any other facility that is designed primarily for use by a business, and established primarily for business purposes. For the avoidance of any doubt, these Terms and Conditions will not be interpreted so as to treat any facility designed primarily for use by a business and established primarily for business purposes as if the ePayments Code applies to it."*

**Page 22, 9.17 Refusing service** – renumbered and amended this clause to: "**9.15.1 Acceptable Use Policy**

*You may not use CommBiz to engage in conduct that, in our opinion:*

- *is unlawful;*
- *interferes with any other person's access to CommBiz;*
- *is offensive, defamatory, harassing or threatening to any person;*
- *promotes or encourages physical or mental harm of any person;*
- *may cause or result in financial abuse;*
- *promotes violence against any person; or*
- *threatens or promotes terrorism.*

*In the event that you fail to comply with our Acceptable Use Policy as detailed above, we may without notice and immediately or at any time:*

- (a) *refuse to process or complete any transaction or dealing of yours; and/or*
- (b) *suspend or discontinue your access to CommBiz.*

**9.15.2 Right not to process**

*We may in our discretion suspend or terminate your access to CommBiz or the provision of a product or service provided to you under these Terms and Conditions. When we do this we will act fairly and reasonably towards you.*

*Our rights to do this include cancelling or suspending any access to or use of CommBiz, CommBiz Mobile or another facility, cancelling your Security Identification or NetLock, declining or holding the processing of a transaction, dealing or payment or particular types of transactions, dealings or payments or refusing to make any asset available to you or any other person or entity without providing you with prior notice.*

*Such circumstances may include where:*

- *you or any User have not logged into CommBiz for six months and we lock their access to safeguard your security (you may contact us to unlock their access at any time);*
- *we think your account, CommBiz, CommBiz Mobile or other access method or the transaction, dealing or payment or type of transaction, dealing or payment may be being used unlawfully including fraudulently or as part of a possible scam or in any way that might otherwise cause you or us to lose money;*
- *you seek to make a payment to, or purchase from, a merchant, an account or type of account which we reasonably believe may be being used unlawfully including fraudulently or as part of a possible scam or in any way that might otherwise cause you or us to lose money;*
- *you seek to make a payment to, or purchase from, a merchant, an account or type of account which we reasonably believe may be owned or controlled by a cryptocurrency or digital asset exchange;*
- *we consider it reasonably necessary to do so, for example to comply with any laws or card scheme rules in Australia or overseas or our financial crimes policies or to manage any risk or if your instructions are not clear;*
- *the products or services being purchased are illegal in Australia or elsewhere, or contain offensive material;*
- *the products or services being offered, the associated purchase or the transactions, dealings or payments pose a risk to the function or integrity of information systems or data;*
- *your account, CommBiz, CommBiz Mobile or other access method has been operated in a manner we reasonably consider is unsatisfactory or inconsistent with these Terms and Conditions;*
- *you do not provide us with any information we reasonably request;*
- *you do not update the security certificates as required for your product or service or fail to maintain minimum browser or operating system requirements for your product or service;*
- *we reasonably believe that the security or reliability of our systems are compromised or threatened;*
- *we believe on reasonable grounds that you or a User may be using or have used CommBiz in a manner which may cause any other person loss or harm (for example, in a way which may cause financial abuse);*
- *the security of any personal computer or network or Mobile device used for CommBiz is compromised;*
- *a payment file sent by you, or on your behalf, is corrupted;*
- *we believe on reasonable grounds that you may be (or a User may be) a proscribed person, or acting for or conducting business with a proscribed person; or*

- if you are travelling to, or are residing in, a sanctioned jurisdiction, while you are in that jurisdiction. A list of sanctioned jurisdictions may be found at [www.commbank.com.au/sanctionedcountries](http://www.commbank.com.au/sanctionedcountries).

These rights are in addition to all other rights we may have.

Without limiting our liability to account to you for any funds we receive on your account, and except to the extent caused by our negligence, fraud or wilful misconduct, or that of our agents, in taking any action under this clause, we will not be responsible for any loss, cost, expense or other inconvenience you incur when we suspend or close your account, cancel or suspend your access method, or decline or hold the processing of a transaction, dealing or payment.

Except to the extent we act negligently in taking any such action, you must pay any losses, costs or expenses that we incur in relation to any such action, including without limitation:

- negative interest owed;
- administrative costs; or
- costs of sale or purchase of any transaction or deal put in place to meet our obligations under these Terms and Conditions.”

**Page 22, 9.18 Termination** - renumbered and amended this clause to: **“9.16 Termination** We can immediately terminate this agreement either by notifying you in writing or by ceasing to provide access to CommBiz including CommBiz Mobile if:

- you or a signatory appears to be a proscribed person;
- you become subject to any form of insolvency administration;
- you fail to pay fees when due; or
- you or a User otherwise breach this agreement or we reasonably suspect that you or they have or will breach this agreement.

Either party may terminate this agreement by 21 days notices in writing to the other party, unless otherwise agreed.

We can immediately terminate NetLock and CommBiz Mobile if the provider ceases to operate NetLock or CommBiz Mobile or suspends or revokes our Digital Certificate.

Termination will not affect your right or our right to take action for breaches that occurred before termination.”

**Page 22, 9.19 Closing your CommBiz Markets or CommBiz Service** – renumbered this clause to: **“9.17 Closing your CommBiz Markets or CommBiz Service”**

**Page 22, 9.20 Records of your computers and mobile devices** – renumbered this clause to: **“9.18 Records of your computers and Mobile devices”** and replaced the reference to “mobile devices” with “Mobile devices” and the reference to “mobile device(s)” with “mobile device(s)”.

## **Part 11: Customer Information and Privacy**

Moved this Part to before the Contents page and amended to: **“Privacy collection notice - CommBiz**

- Neither this privacy collection notice nor our Group Privacy Statement (referenced below) form part of any contract you have with us.
- By using CommBiz, you acknowledge that you have read this privacy collection notice.

### **What information we collect**

In this privacy collection notice, ‘you’ includes our customer and any person who holds office in an entity which is a customer. The Commonwealth Bank of Australia (‘we’) collect information about you (such as your name, address, contact details and identification documentation), and information about your interactions with us (such as transactions on your account). We may also collect publicly available information about you.

### **Why we collect your information and what we use it for**

We collect your information because we are required to identify you in accordance with applicable anti-money laundering, financial crimes and sanctions laws, currency control regulations and in order to comply with taxation laws. We also collect it to establish and manage our relationship with you, including risk management and pricing, to meet our obligations in relation to external payment systems and under our arrangements with government agencies. If you do not provide your information, we may not be able to provide you with the products and services that you require.

We also use your personal information to identify and tell you about products and services that may interest you (unless you tell us not to). If you don't want to receive marketing information you can contact us using the details listed in the Group Privacy Statement (referred to below) or in Australia by calling 13 22 21 between 6 am and 10 pm (Sydney time), from Monday to Friday, or by speaking to your relationship manager. If you give us your electronic and telephone details, we may use this to communicate with you electronically, by phone or SMS, including providing updates, reminders and (unless you tell us not to) marketing information.

You must give us accurate and complete information; otherwise you may be breaking the law and we may not be able to provide you with the products and services that you require.

If you change your personal details (such as your address, name or email address), let us know straight away.

#### **Who we may exchange your information with**

We may exchange your information with other members of the Commonwealth Bank Group (Group), who may use your information for any of the purposes we can. We may also exchange your information with third parties outside the Group: for example, your representatives, our service providers, other financial institutions, enforcement and government authorities, relevant public registers and payment system operators. Sometimes, it may be necessary to send your information overseas – for example, where we outsource functions overseas, send information to Group members overseas, where we need to complete a transaction on your behalf, or where this is required by laws and regulations. See our Group Privacy Statement for more information.

#### **Our Group Privacy Statement**

Our Group Privacy Statement is available on our website at [www.commbank.com.au](http://www.commbank.com.au) (search Privacy and follow the Group Privacy Statement link) or upon request from any branch of the Bank, and should be read in conjunction with the above. It contains further details about our information collection and handling practices, including information about: other ways we may collect, use or exchange your information; how you may access and seek correction of the information; and how to make a complaint about a breach of your privacy rights, and our complaint handling procedures. This statement also includes details of additional rights that may apply to you if you are located outside of Australia.

#### **How to contact us about privacy**

For privacy-related enquiries, please contact us by: Email: [CustomerRelations@cba.com.au](mailto:CustomerRelations@cba.com.au)

Telephone: 1800 805 605, or

Writing: to the address in our Group Privacy Statement."

**Part 12: Cut-off times** - renumbered this Part to "**Part 11: Cut-off times**".

**Page 25, 12.1 Local cut-off times** - renumbered this clause to "**11.1 Local cut-off times**" and amended the first row in the table, in the "Payment type" column, to: "*Transfers (between linked accounts).*"

**Page 25, 12.2 Foreign currency cut-off times** – amended this clause to: "**11.2 International Payment cut-off times** *International Payment cut off times apply when transferring between non-linked accounts and linked accounts held in different currencies (the credit currency cut-off time will apply). International Payment cut-off times do not apply when transferring between linked CommBiz accounts held in the same currency. For information on International Payment cut-off times visit [www.commbank.com.au](http://www.commbank.com.au).*

**Part 13: Daily IQ** - renumbered this Part to "**Part 12 Daily IQ**".

**Part 14: ATM Deposit Codes** - renumbered this Part to "**Part 13: ATM Deposit Codes**" and amended the first two paragraphs in this clause to: "*An ATM Deposit Code is a code you can create, modify and delete at any time in CommBiz, which can be used – when the code is scanned at selected CommBank ATMs with Instant Deposit – to make cash, cheque or coin deposits into your account(s) if they are linked to your CommBiz Service.*

*Your ATM Deposit Code can be used by anyone who has your code to make cash, cheque or coin deposits at any Commonwealth Bank Instant Deposit ATM. Once you or a depositor inserts notes, cheques or coins, the funds are credited in real-time to your account (but noting cheques are still subject to existing clearing process).*"

**Part 15: Fees and changes** - renumbered this Part to "**Part 14: Fees and charges**" and the underlying clauses to "**14.1 Paying fees**" and "**14.2 Fee schedule**".

**Page 27, 15.1 Paying fees** - renumbered this clause to "**14.1 Paying fees**" and amended the first paragraph in this clause to: "You agree to pay fees when you use your CommBiz Service. These fees are set out below."

**Page 27, 15.2 Fee schedule** - renumbered this clause to "**14.2 Fee schedule**" and replaced the reference to "Payment" in the seventh item in the table with "Payments."

**Part 16: Help and advice** - renumbered this Part to "**Part 15: Help and advice**".

**Page 30, Part 17: Meaning of words** - renumbered this Part to "**Part 16: Meaning of words**" and amended the following definitions:

**Administrator**

*Each person listed in the CommBiz online application as an Administrator, or who you subsequently appoint as an Administrator in the form required by the Bank, until you notify the Bank in writing or via CommBiz and/or CommBiz Markets (as applicable) that their authority has been revoked.*

**Authoriser**

*Each person listed in the CommBiz Account Authority form to operate on one or more of your accounts using CommBiz and/or CommBiz Markets (as applicable), and each person who an Administrator notifies the Bank to add as an Authoriser. An "Authoriser" is also a CommBiz "User" and an Authorised Representative for the purposes of the Current Terms and Conditions for Business Finance.*

**CommBiz Mobile**

*Your access to CommBiz (other than Daily IQ) through your compatible Mobile device.*

**Credit Account**

*Your account(s) specified in these Terms and Conditions, or specified in electronic instructions, for credits (deposits) to your account(s).*

**Daily IQ**

*The analytics tools and information, which you can access through use of CommBiz, including by accessing CommBiz through your Mobile device.*

**Debit Account**

*Your account(s) specified in these Terms and Conditions, or specified in electronic instructions, for debits (withdrawals) from your account(s).*

**Digital Certificate**

*A file or electronic password that proves the authenticity of a device, server, or user through the use of cryptography.*

**Direct Credit Transaction**

*A payment made to an account with the Bank, or to another institution through the Bulk Electronic Clearing System.*

**Direct Debit Transaction**

*An instruction to debit an account with the Bank, or to another institution through the Bulk Electronic Clearing System.*

**Electronic Method of Operation (EMOO)**

*The CommBiz authorisation rules applied to an account such as one or two Authorisers to approve payments, Maintenance Requests and Service Requests that have been set by you or your CommBiz Administrator. These electronic authorisation rules only apply to your CommBiz Service.*

**Intellectual Property**

*Any logos, trademarks, marks, copyright, patents, designs, trade secrets, know-how, confidential information and circuit layouts that are incorporated in NetLock or a token or are provided to you to use in connection with CommBiz, including NetLock.*

**NameCheck**

*The technology we may use when you make a payment using a BSB and account number to:*

- *give you a view on the likelihood that the account name you enter matches the account; and*
- *prompt you to take further steps to ensure you are paying the intended recipient.*

*NameCheck does not confirm that the name actually matches the account.*

**NetLock Security Device to NetLock**

*NetLock is the hardware device provided to you to access and use NetLock and that contains data information about you including, but not limited to your Private Keys.*

**Payment Initiator**

An approved payment service provider who, whether acting on behalf of you or a merchant, is authorised by you to initiate payments from your account.

**PayTo®**

The service which enables us to process NPP Payments from your account in accordance with and on the terms set out in a Payment Agreement you have established with a merchant or Payment Initiator that subscribes to the service. PayTo® is a registered trademark of NPP Australia Limited.

**Security Identification**

All logon identity, passwords/passcodes, key encryption numbers, token passwords/passcodes (including any personal identification number (PIN) codes used to generate a token password/passcode), any tokens or devices used from time to time to access CommBiz and effect Transactions. For NetLock Users, Security Identification also includes NetLock.

**User**

A person who has been given authority as outlined in clause 2.11, by you or your Administrator, to access CommBiz and includes Administrators.

**Page 30, Part 17: Meaning of words** - added the following definitions:

**Bureau**

A business entity that processes payments, typically payroll, for another business.

**Electronic Account Authority (EAA)**

To allow Users to authorise transactions, you'll need to set up authorisation rules for each account. Each account linked to CommBiz will require a set of authorisation rules to allow Users to authorise transactions. This is called the 'Electronic Account Authority' (EAA) and defines:

- who can authorise transactions;
- how many authorisers are required; and
- any limits that apply.

**Electronic Banking**

A range of banking services that utilise electronic equipment including telephone, CommBiz, NetBank, the CommBank app, ATMs, debit and credit cards, BPAY, EFTPOS and Automated Funds Transfers (AFTs). It also includes security features, such as NetCode, tokens and token passwords/passcodes, which can be used with these and other services for making payments securely.

**International Payment**

A payment as set out in clause 1.5.

**Page 30, Part 17: Meaning of words** - deleted the following definitions:

**CommBiz Application, Dispute Resolution Procedures, IdenTrust Inc, Losses, Public Key, Subsidiary**

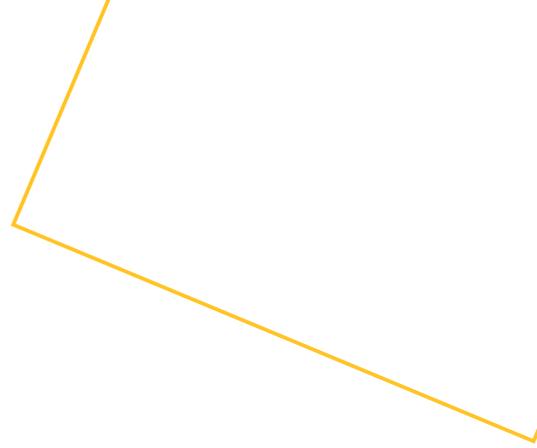
**Page 33, 17.1 Interpretation** – renumbered this clause to: **“16.1 Interpretation”** and replaced the reference to “Terms and conditions” in the sixth bullet point with **“Terms and Conditions”**.

**What you need to do**

The updated CommBiz Terms and Conditions will automatically take effect on 8 November 2023, replacing the current CommBiz Terms and Conditions dated 29 July 2023. All changes to the CommBiz Terms and Conditions will be documented and appended to the existing CommBiz Terms and Conditions and will be available at **www.commbank.com.au/commbiz-tcs** on 9 October 2023. The updated CommBiz Terms and Conditions will be available at this website location on 8 November 2023.

**We're here to help**

For more information you can contact the CommBiz Helpdesk on 13 2339, 24 hours a day, 7 days a week or speak to your Relationship Manager if you have one.



**CommBiz**

**Terms and Conditions**

**Effective 29 July 2023**

Commonwealth Bank of Australia  
ABN 48 123 123 124 AFSL and  
Australian credit licence 234945.

# Contents

<b>Part 1: Payment types</b>	<b>1</b>		
1.1 Transfers between your accounts	1		
1.2 Direct credits and debits	1		
1.3 Priority Payments	1		
1.4 Fast Payments	1		
1.5 International Payments	1		
1.6 BPAY®	3		
1.7 PayTo®	4		
1.8 Non-CBA Payment Requests	5		
1.9 Trans-Tasman Payments	5		
<b>Part 2: Giving us instructions</b>	<b>7</b>		
2.1 Giving us payment instructions	7		
2.2 Payment instructions	7		
2.3 Multiple accounts	7		
2.4 Providing correct recipient details	7		
2.5 Sending SWIFT messages	7		
2.6 Authorising foreign exchange settlements	8		
2.7 Trade Advance	8		
2.8 Third Party Accounts	8		
2.9 Electronic execution of documents	8		
2.10 Facility	8		
2.11 What each CommBiz Role can do	8		
<b>Part 3: Risks</b>	<b>10</b>		
3.1 Legal risk	10		
3.2 Operational risk	10		
3.3 Authorising payments	10		
3.4 What you are liable for	10		
3.5 What you are not liable for	10		
<b>Part 4: Security</b>	<b>11</b>		
4.1 Unauthorised access	11		
4.2 Notification	11		
4.3 Providing information	11		
4.4 Password Security	11		
4.5 Cancelling Security Identification or withholding access		11	
4.6 Tokens		11	
4.7 NetLock Security device		12	
4.8 Transacting		12	
4.9 Deemed authority		12	
4.10 Safekeeping		12	
4.11 CommBiz Protection for Unauthorised Transactions		12	
4.12 Prohibited transactions		13	
4.13 CommBiz Mobile		14	
4.14 Transaction Holds		14	
<b>Part 5: CommBiz Automated</b>	<b>15</b>		
5.1 File format		15	
5.2 Approval		15	
5.3 Authenticating your instructions		15	
5.4 Authorising your files		15	
5.5 Using Automated Authorisation for International Payments		15	
5.6 Third-party communications		15	
<b>Part 6: CommBiz Markets</b>	<b>16</b>		
6.1 What is CommBiz Markets?		16	
6.2 Accessing CommBiz Markets		16	
6.3 Receiving instructions and acceptances		17	
6.4 CommBiz Markets glossary		17	
<b>Part 7: Liability</b>	<b>18</b>		
7.1 Consequential loss		18	
7.2 Limitation		18	
7.3 Disruptions		18	
7.4 Statutory warranties		18	
7.5 Indemnity		19	
7.6 Information accuracy		19	
7.7 Dispute Resolution		19	

<b>Part 8: Variations</b>	<b>19</b>	11.3 Who we may exchange your information with	24
8.1 Notification of changes	19	11.4 Our Group Privacy Statement	24
8.2 New functions	19	11.5 How to contact us	24
8.3 Add Authorisers, remove Authorisers or change method of operation	19	<b>Part 12: Cut-off times</b>	<b>25</b>
8.4 Emailing forms	19	12.1 Local cut-off times	25
<b>Part 9: General provisions</b>	<b>20</b>	12.2 Foreign currency cut-off times	25
9.1 Start and duration	20	<b>Part 13: Daily IQ</b>	<b>26</b>
9.2 Property Rights	20	<b>Part 14: ATM Deposit Codes</b>	<b>26</b>
9.3 Subsidiaries	20	14.1 ATM Deposit Codes	26
9.4 Limitations	20	<b>Part 15: Fees and charges</b>	<b>27</b>
9.5 Your account	20	15.1 Paying fees	27
9.6 Waiving rights	20	15.2 Fee schedule	27
9.7 Severability	20	<b>Part 16: Help and advice</b>	<b>29</b>
9.8 Government duties, fees and charges	21	<b>Part 17: Meaning of words</b>	<b>30</b>
9.9 Agency	21	17.1 Interpretation	33
9.10 Notices	21		
9.11 Consent	21		
9.12 Alerts	21		
9.13 Acceptable Use Policy	21		
9.14 Governing law	21		
9.15 Banking Code of Practice	21		
9.16 ePayments Code	21		
9.17 Refusing Service	22		
9.18 Termination	22		
9.19 Closing your CommBiz Markets or CommBiz Service	22		
9.20 Records of your computers and mobile devices	22		
<b>Part 10: What if I have a complaint?</b>	<b>23</b>		
<b>Part 11: Customer Information and Privacy</b>	<b>24</b>		
11.1 What information we collect	24		
11.2 Why we collect your information and what we use it for	24		

## About CommBiz

CommBiz is our premium online business banking service that allows small businesses, corporate and institutional companies to manage their finances.

CommBiz enables you to manage your domestic and international account activity and cash management, with world class online security features and customisable options for User access.

---

## Part 1: Payment types

### 1.1 Transfers between your accounts

You can transfer money between your own CommBiz-enabled Commonwealth Bank accounts at any time, subject to payment cut-off times.

### 1.2 Direct credits and debits

A direct credit is an electronic transfer of money from one of your CommBiz-enabled accounts to someone else's account at an Australian financial institution.

A direct debit is an electronic transfer of money to one of your CommBiz-enabled accounts from someone else's account. If we approve you to use direct debit, you can use it to collect payments from accounts held at Australian financial institutions.

If you use direct credit or direct debit, you agree to be bound by the Regulations and Procedures of the Bulk Electronic Clearing System (BECS), published by the Australian Payments Network (APN – previously APCA) **Visit the Australian Payments Network website or [www.auspaynet.com.au](http://www.auspaynet.com.au)**

#### 1.2.1 BECS User ID

You can make a direct credit using either your own direct credit BECS User ID (also known as APCA ID), or a shared User ID we have allocated. You can receive direct debits by using the BECS User ID that we have allocated you.

#### 1.2.2 Trace accounts

When you make a direct debit or direct credit you must specify an account as a trace account. If the receiving institution can't or won't accept the payment for any reason they return the money to the trace account.

#### 1.2.3 Processing dates

Direct debits and direct credits will be accepted on a day which is a business day in any State. If it is a holiday, the bank receiving the payment may delay processing.

### 1.3 Priority Payments

A Priority Payment is a time critical and irrevocable electronic transfer of an amount in Australian dollars to another financial institution within Australia.

If you use Priority Payment you agree to be bound by the Regulations and Procedures of the High Value Clearing Stream (HVCS), published by the Australian Payments Network (APN – previously APCA).

**Visit the Australian Payments Network website or [www.auspaynet.com.au](http://www.auspaynet.com.au)**

### 1.4 Fast Payments

A Fast Payment is a near real-time payment with rich information which is available 24 hours a day, 7 days a week. A Fast Payment can be made to a registered PayID® as well as to an eligible BSB and account number.

### 1.5 International Payments

An International Payment (which we also sometimes refer to as an International Money Transfer or IMT) using CommBiz is:

- an electronic transfer of money to an account outside of Australia, or
- an electronic transfer of money to an account within Australia that involves foreign currency (where either the debit or credit currency is foreign currency)

If you have CommBiz-enabled Commonwealth Bank Foreign Currency Accounts, you can also transfer between these and your other CommBiz-enabled Commonwealth Bank Accounts using the International Payments functionality.

Overseas or Australian banks and their correspondent banks (which may include overseas banks or banks located in Australia) are responsible for paying the transferred money to the recipient.

## Part 1: Payment types

The timing and currency conversion of the payment are governed by the domestic regulations and bank practices in the recipient's country and are beyond our control. All enquiries to overseas banks and their correspondent banks about payments are at your own cost.

### 1.5.1 Acknowledgements

By applying for an International Payment you acknowledge that:

- we may have to use the services of intermediary banks other than the ones you request.
- to complete an International Payment we will need to transfer certain personal information, including name, address and BSB and account numbers outside of Australia.
- we may receive a commission from or enter into a commission/revenue sharing arrangement with correspondents. The amount will be determined by various factors.
- money sent overseas is usually available for payment to the recipient within 3 business days (Australian time) of our accepting your instructions. This timeframe may be extended due to the requirements and practices of overseas banks and regulators and other circumstances beyond the Bank's control (such as international communications breakdowns and problems or delays in processing of a payment by other banks). Some payments may be subject to delays due to additional screening and processes (e.g. payments to first time beneficiaries).

### 1.5.2 Returned payments

We have to accept the return of a money transfer if any party connected with or having jurisdiction over the transaction refuses to accept it.

- we can credit any proceeds we receive to a Foreign Currency Account that is in the same name as the originating account and the same currency as the returned funds (if you have one) or to the account from which the money originally came.
- we are not liable to any party for any losses or damage as a result of the return of the payment.

If any foreign currency funds are returned to us, we will convert them into the original currency of the funding account using the applicable foreign exchange rate on the day the funds are credited to your account. We will credit the money to the account specified in the International Payment application.

### 1.5.3 Refusing an application

We can refuse an application for an International Payment if we believe that processing it would offend against any policy or law relating to money laundering, sanctions, or the national interests or security of any State. We can also refuse to process an International Payment because the destination account previously has been connected to fraud or an attempted fraudulent transaction or is an account used to facilitate payments or is an account used to facilitate payments to Bitcoin of similar virtual currency payment services. We are not liable to any party for any loss or damage from any decision not to process the application based on any of these grounds.

### 1.5.4 Exchange rates

Exchange rates are indicative only and are subject to change. The exchange rate is determined when the transaction is authorised (this is when a transaction is fully authorised in CommBiz and the transaction status becomes "Authorised") and this is the rate provided on the receipt. Transactions will not be submitted for processing if they are not fully authorised before the cut-off times on the value date of the transaction (refer to [commbank.com.au](http://commbank.com.au) for Foreign Currency cut-off times). You can log in to CommBiz to view the exchange rate. In the event that a payment is rejected or not submitted for processing (e.g. due to insufficient funds in the debit account), then the exchange rate determined at authorisation is no longer applicable.

### 1.5.5 Charges by overseas banks

As well as any fees and charges we apply, you may also have to pay fees and charges to overseas banks and their correspondent banks involved in the transaction. There may be more than one other bank involved, each of which may charge a fee. The Bank will pay the correspondent bank fees for most\* IMTs where the debit account is in a currency that is different from the payment currency (cross-currency IMT) Note: this does not include any fees charged by the beneficiary bank.

\* This does not include IMTs in JPY.

Otherwise, where we don't pay the correspondent bank fee on your behalf, we will tell the other banks involved in the transaction to deduct their fees from the payment. This means that the person receiving the payment will receive a lower amount than the amount you sent.

If the overseas bank or their correspondent bank doesn't deduct their fees and charges from the payment, you agree to reimburse us for any fees and charges they pass on to us. You agree that we can debit this amount from your fees account.

For payments to selected countries and currencies you can elect to pay us an additional upfront fee (refer to Part 15) to cover overseas bank charges. If you choose this option:

- you agree to pay the applicable fee which will be debited from your fees account; and
- you request that the fees from the overseas banks be charged to the Commonwealth Bank instead of being deducted from your payment.

## Part 1: Payment types

### 1.6 BPAY®

You can tell us to make payments using the BPAY® Electronic Payments Scheme (BPAY® Scheme) to Billers who agree to receive the payments through the BPAY® Scheme.

You can make BPAY® payments and Batch Entry BPAY® payments. Using Batch Entry you can make BPAY® payments to one or more Billers.

When you use BPAY®, your personal and transactional information will only be disclosed to:

- us;
- BPAY® Pty Ltd;
- the Billers nominated by you and their financial institutions; and
- any agent appointed by BPAY® Pty Ltd to implement the BPAY® Scheme (e.g. Cardlink Services Limited).

You can request access to your personal and transactional information that is held by us, or BPAY® Pty Ltd or its agent, Cardlink Services Limited.

#### 1.6.1 Making BPAY® Payments

You can make individual BPAY® payments from all debit accounts (excludes Foreign Currency Accounts), including credit card accounts.

Your instruction to us to make a BPAY® payment must include the:

- Biller Code that appears on the bill or invoice
- Customer Reference number that appears on the bill or invoice
- direct account number
- account for returned items (trace account)
- payment amount
- payment date

If you don't give us all of this information, or if any of it is inaccurate or incomplete, we don't have to transfer the money.

#### 1.6.2 Payment errors

If a Biller receives a payment made by mistake or in error, this payment is not considered part of whole payment of any debt you owe them.

#### 1.6.3 Suspension

We can suspend your right to participate in the BPAY® Scheme if you breach these Terms and conditions, or if you or someone acting on your behalf is suspected of engaging in fraudulent conduct.

#### 1.6.4 When a Biller can't process a payment

If we are advised that a BPAY® Payment cannot be processed by a Biller, we will advise the User of this and credit your account with the amount of the BPAY® Payment. We will also assist the User to make a valid BPAY® Payment.

#### 1.6.5 Batch Entry BPAY® payments

If you make Batch Entry payments, you agree:

- every Batch Entry payment you make will be authorised
- not to make Batch Entry payments from credit card accounts
- to promptly notify us if you become aware, or reasonably suspect that a Batch Entry payment has been erroneously submitted or processed.

If you make Batch Entry payment on behalf of your End Clients, you must:

- make any disclosures to, and obtain any consents from, those End Clients that are necessary to enable:
  - a. us to comply with our obligations under BPAY® Payment Scheme rules;
  - b. you to comply with your obligations under the conditions outlined in this document.
- maintain a list of your End Clients, and provide that list to us upon request;
- maintain systems and processes which allow payment and adjustments (including credits and reversals) in relation to those End Clients to be separately identified and differentiated;
- ensure those End Clients make payments only for their own benefit and not on the benefit of a third party;
- promptly notify us if you become aware, or reasonably suspect, a fraudulent or illegal activity involving payments made by those End Clients; and
- ensure that each Batch Entry payments given on behalf of an End Client is validly authorised by that End Client.

## Part 1: Payment types

### 1.6.6 BPAY® payments can't be stopped

We will not accept a request to stop a BPAY® payment once you have instructed us to make it.

### 1.6.7 Underpayments

You must be careful to ensure you tell us the correct amount you want to pay. If you instruct us to make a BPAY® payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY® payment for the difference.

### 1.6.8 Mistaken, unauthorised and fraudulent BPAY® payments

We will try to ensure that your BPAY® payments are processed promptly by the participants in the BPAY® Scheme, including Billers to whom your BPAY® payments are to be made.

You must tell us immediately if you:

- become aware of any delays or mistakes in processing your BPAY® payments
- did not authorise a BPAY® payment that has been made from your account
- think that you have been fraudulently induced to make a BPAY® payment.

We will try to fix any problems like this, but we are not liable for any loss or damage you suffer as a result of using the BPAY® Scheme, including any delay by other participants in processing BPAY® payments.

#### 1.6.8.1 Your liability for mistaken payments

If we make a BPAY® payment to a person 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 accounts.

If you were responsible for a mistake causing that payment and we can't recover the payment from that person who received it within 20 business days, you must pay us that amount. We can debit your account with the amount previously credited.

#### 1.6.8.2 Your liability for fraudulent BPAY® 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.

If that person doesn't refund payment, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraud or would have detected it within reasonable diligence. In that case, that person must refund you the amount of the fraud-induced payment.

If a BPAY® payment could be considered to be either mistaken or induced by fraud, we will consider it to be fraudulent.

#### 1.6.8.3 Your liability for unauthorised BPAY® payments

If we make a BPAY® payment in accordance with a payment direction, which appeared to us to be from you, but which you did not authorise, we will credit your account with the amount of that unauthorised payment.

### 1.6.9 Consent for biller to disclose information

If you tell us that a BPAY® payment made from your account is unauthorised, you must give us your written consent, addressed to the Biller who received the payment, allowing us to obtain from that Biller any information we reasonably need to investigate the transaction. If you don't give us this consent, the Biller may choose not to disclose to us the information we need to investigate or fix the payment.

## 1.7 PayTo®

PayTo® allows you to review and authorise Payment Agreements that we receive from Payment Initiators for eligible CBA accounts linked to your CommBiz Service.

### 1.7.1 Payment Agreement

PayTo® Payment Agreements are created by Payment Initiators who offer PayTo® as a payment option.

You may authorise or decline any Payment Agreement presented to you. It is your responsibility to carefully consider all details of the Payment Agreement, or Migrated DDR Mandate (see below), including but not limited to payment frequency, and to promptly action any requests.

If you authorise a Payment Agreement and/or permit the creation of a Migrated DDR mandate, you authorise us to collect, use, and store your name, account details, and any other information contained in a Payment Agreement in the Mandate Management Service (MMS). Information in the MMS may be shared with financial institutions, or payment processes for the Payment Initiator to create payment instructions, construct NPP payment messages, and enable us to make payments from your account.

## Part 1: Payment types

If you believe any details of the Payment Agreement or any proposed amendment to it are incorrect, you should decline the request and contact the Payment Initiator to send a corrected Payment Agreement (or amendment) request. If you become aware of a payment being made from your account, that is not permitted under the terms of your Payment Agreement or Migrated DDR Mandate or that was not authorised by you, please contact us as soon as possible to submit a claim.

### 1.7.2 Migrated DDR Mandates

Payment initiators who have existing direct debit arrangements with their customers, may establish Payment Agreements for these, as Migrated DDR Mandates, in order to process payments via the NPP (New Payments Platform) rather than BECS (the Bulk Electronic Clearing System).

If you have an existing direct debit arrangement with a payment initiator, you may be notified by them that future payments will be processed from your account under PayTo® as a Payment Agreement. If you do not consent to the variation of the direct debit arrangement you must advise the payment initiator.

You may amend, pause (and resume), cancel or transfer your Migrated DDR Mandates, or receive notice of this. We are not obliged to provide notice of a Migrated DDR Mandate to you for you to approve or decline and we will process instructions received from a payment recipient on the basis of a Migrated DDR Mandate.

### 1.7.3 Notifications

We will send you notification/s for Payment Agreements or Migrated DDR Mandates we receive and any proposed changes to these as requested by Payment Initiators or by us. It is your responsibility after the point of notification to action the request.

You must promptly respond to any notification that you receive from us from time to time regarding confirming, pausing or cancelling of a Payment Agreement or Migrated DDR Mandate for misuse, fraud or for any other reason.

### 1.7.4 Payment Agreement Maintenance

Your Payment Agreement may be amended, withdrawn, cancelled, paused and/or resumed by the Payment Initiator from time to time. You may only instruct us to amend your linked account details which can only be replaced with an eligible account you have enabled on your CommBiz Service.

We may monitor your Payment Agreements or Migrated DDR Mandates for misuse, fraud and security reasons. You acknowledge and consent to us pausing or cancelling all or some of your Payment Agreement or Migrated DDR Mandates if we reasonably suspect misuse, fraud or there to be security related risks.

### 1.7.5 Payment processing

We will process payment instructions in connection with Payment Agreements that you have authorised. You are responsible for ensuring that you have sufficient funds in your account to meet the requirements of all your Payment Agreements and migrated DDR Mandates.

We will not process payment instructions for any paused Payment Agreement.

We are not liable for any loss suffered or any breach of your agreement with the Payment Initiator as a result of processing payments in accordance with a Payment Agreement authorised by you, nor for any loss suffered or any breach of your agreement with the Payment Initiator as a result of pausing or cancelling any Payment Agreement in accordance with your instructions.

### 1.7.6 Mandate Management Service (MMS)

The Payment Initiator is responsible for recording the Payment Agreement and any variations thereto in the MMS. Payment Agreements must be recorded in the MMS in order for NPP Payments to be processed in accordance with them.

The Mandate Management Service will notify us of the creation of any Payment Agreement established using your Account or PayID® details. We will keep accurate records of all information provided for Payment Agreements or Migrated DDR Mandates in the MMS.

## 1.8 Non-CBA Payment Requests

A Non-CBA Payment Request is when you have authorised us to send an instruction to another financial institution to transfer money out of an account you hold with that financial institution. With a 'Non-CBA Payment Request', you can give payment instructions using CommBiz for an account you hold with any financial institution that has agreed to receive these instructions from us. You can use this function to centralise cash management of accounts held with multiple financial institutions. Instructions sent to other financial institutions are subject to cut-off times (refer to [commbank.com.au](http://commbank.com.au) for Foreign currency cut-off times).

## 1.9 Trans-Tasman Payments

Trans-Tasman Payments ("Trans-Tasman") refers to the ability to carry out transaction banking in New Zealand by allowing you to administer your ASB Bank Limited (ASB) accounts and Commonwealth Bank (CBA) accounts through CommBiz. Australian based clients can use Trans-Tasman functionality provided in CommBiz to: access a complete view of ASB and

## Part 1: Payment types

CBA accounts; move money and report funds between Trans-Tasman companies and subsidiaries; and make New Zealand domestic payments to staff and suppliers.

### 1.9.1 Accessing Trans-Tasman facility

You can access this Trans-Tasman facility if you:

- hold a bank account with ASB;
- have a CommBiz facility allowing automated file delivery (known as “CommBiz Automated”) or a manual file upload (known as “CommBiz-Manual”) to send payment files to ASB to debit/credit your ASB account.

For CommBiz Automated or CommBiz Manual, files must be formatted and contain the information in accordance with our file specifications advised to you from time to time.

All CommBiz customers will have automatic access to Trans-Tasman functionality if they have an ASB account linked in CommBiz with electronic authority set up.

To link your ASB account to your CommBiz facility (CommBiz Automated or CommBiz Manual) you will need to contact ASB.

### 1.9.2 Account Currency

The currency to be used is NZD. We can connect ASB domestic accounts (NZD) and ASB foreign currency accounts to CommBiz.

### 1.9.3 Cut-off Times

The cut-off times are as follows:

Platform	Cut-off time
CommBiz Automated	8pm (NZT)
CommBiz Manual	8pm (NZT)

Transactions made after the cut-off time will be processed on a best-endeavours basis – if we are unable to process your file, you will be contacted the next business day

### 1.9.4 What can Trans-Tasman not do?

- We're unable to show NZ pooling position.
- Unable to accept other than approved file types for payments (ie only MT9) for bulk file uploads (for one off uploads the format used in CommBiz is MT101s)
- Trans-Tasman doesn't allow us to partnership with other banks in NZ other than ASB.
- It doesn't allow for payment file submission from ASB to CBA.

### 1.9.5 Fees and charges

ASB account and transaction fees may apply. For details, please contact your ASB Relationship Manager.

### 1.9.6 Acknowledgement

By using Trans-Tasman services, you acknowledge and consent that:

- We will use the services of a partner bank (ASB) to complete a Trans-Tasman payment
- We will be transferring the following information to ASB:
  - Debit account – account number at ASB the money will be debited from.
  - Credit accounts – account number of where money will be paid to.
    - account name of the beneficiary.
    - references of payment information sent to the beneficiary.
- CBA is authorised to accept instructions in respect of accounts with ASB and you authorise ASB to carry out instructions given through CommBiz by Authorisers or Administrators. When an instruction is given to transfer funds from or otherwise debit an account of yours with ASB, a reference to “we”, “our”, “ours” and “us” in these Terms and Conditions means CBA and ASB jointly and individually.

### 1.9.7 Returned payments

If any party refuses to accept a Trans-Tasman payment, our standard process for returned payments will apply with the funds going back into the originating ASB account minus any fees and charges and we will not be liable for any losses incurred by you as a result of the return of the payment.

---

## Part 2: Giving us instructions

### 2.1 Giving us payment instructions

We are not responsible for any acts or omissions by you or your officers, employees or bureaus (including but not limited to the amount, accuracy, timeliness or authorisation of the payment instruction). Electronic files must be formatted and contain the information in accordance with our file specifications. Authorisation of files will be deemed by the Bank as an approved file for processing.

You acknowledge that you will comply with our recommendations regarding use of NetLock and Security Token (refer to 4.10 and 4.11).

### 2.2 Payment instructions

Instructions to credit an amount must contain a corresponding instruction to debit an account.

- We will deposit funds collected by direct debit only to your credit account(s)
- We will debit funds paid by direct credit only from your nominated debit account(s).

### 2.3 Multiple accounts

If your instruction specifies more than one account, we will debit or credit the accounts in the order you specify.

If an account doesn't contain enough money for all or any of your instructions, we will either:

- debit or credit the accounts in any order we choose, or
- not complete the transaction(s).

### 2.4 Providing correct recipient details

When you instruct us to make payments, it is your responsibility to provide us the correct amount you wish to pay or transfer, and the correct account to which you wish to have the payment or transfer credited. The account name of the intended recipient does not form part of your payment instructions and will not be used by us in making your payment. If you instruct us to make a payment to an incorrect recipient, we may not be able to recover the money.

If you are making a payment using a PayID®, it is your responsibility to ensure the PayID® is correct. A variation of the PayID® owner's name will be displayed to you before you submit the payment. You should check that it matches the name of your intended recipient.

If you are making a payment using a BSB and account number, it is your responsibility to ensure the BSB and account number are correct. We may use our NameCheck technology to give you a view on the likelihood that the account name you enter matches the account and prompt you to take further steps to ensure you are paying the intended recipient. If the NameCheck prompt indicates that the details do not look right, we strongly recommend you check the information entered and re-confirm the details with the intended recipient. NameCheck prompts are based on our available payment information, but we are not able to confirm that the name actually matches the account.

If you elect to establish a Payment Agreement with a Payment Initiator for the purpose of PayTo®, you will be responsible for providing the Payment Initiator with accurate personal and business information (including BSB/Account number or PayID®).

#### 2.4.1 Recovering payments made in error

We will do what we can to assist the return of funds when you advise that a payment has been made in error from your business account.

The receiving bank will seek the consent of the unintended recipient to allow the return of funds. If the unintended recipient is unwilling to return the funds, the recipient bank will advise us and it may be necessary for you to pursue other options (for example to seek legal advice) for recovery of the funds.

### 2.5 Sending SWIFT messages

When you ask us to send a SWIFT (Society for Worldwide Interbank Financial Telecommunication) message:

- you must provide the letter of authority and the other bank must accept it
- we're not liable for any other bank's actions, including mistakes, failing to act, transmission delays or not receiving the message
- we don't check the accuracy of messages other than to ensure that they comply with your instructions
- you must ensure that there is enough money in the account to cover the transaction and any fees payable to the other bank.

## 2.6 Authorising foreign exchange settlements

If you make a foreign exchange transaction (either online or over the telephone), and have told us that you will settle that transaction through CommBiz, you must authorise the settlement before the settlement or country cut-off times that apply to the transaction (see [commbank.com.au](http://commbank.com.au) for Foreign currency cut-off times).

### 2.6.1 Telephone, Fax and Email Instructions

If you fail to do this, we can choose either to extend the delivery date or contact you by telephone. If we contact you by telephone, you authorise us to record any telephone conversation.

If we receive a telephone, fax or email instruction that appears to be complete and regular, then we deem that you have properly completed and sent it.

We will act on the instructions you give us by telephone, fax or email to settle the transaction, or extend the delivery date, without needing to verify the authority of the person who gave the instruction or the accuracy of the instruction we receive.

If there is any dispute about an instruction, you waive the right to claim any instruction that is not genuine, or that you had not authorised the person to give the instruction.

## 2.7 Trade Advance

You must apply to register for this service. Your Administrator is authorised to administer entitlements required for Service Delegates (as authorised Users) to give us instructions on your Trade Advance facility.

## 2.8 Third Party Accounts

You cannot link Third Party Accounts to your CommBiz Service without our prior consent which, at our absolute discretion, we may refuse or impose conditions on any such consent. At any time, in our absolute discretion, we may withdraw or change the conditions of any prior consent of ours to permit you to link Third Party Accounts to your CommBiz Service.

If Third Party Accounts are linked to your CommBiz Service you are solely responsible for transactions on any linked Third Party Accounts and indemnify us from all claims, demands and losses by the holder or beneficial owner of a linked Third Party Accounts. You represent and warrant that at all times you have full authority to transact on each Third Party Account linked to your CommBiz Service.

The account holder of a Third Party Account linked to a CommBiz Service acknowledges and agrees that:

- transactions on their linked Third Party Account through CommBiz are subject to these terms and conditions and all references in these Terms and conditions to "you" and "your" includes the account holder of the Third Party Account;
- any Authoriser appointed to the CommBiz Service linked to the Third Party Account is authorised to have electronic access to and to transact on the Third Party Account through CommBiz and we are authorised to act on instructions apparently given by an Authoriser whether or not those instructions were properly authorised by the account holder; and we
- may permit electronic access to the Third Party Account by any other person authorised by an Administrator of the linked CommBiz Service.

## 2.9 Electronic execution of documents

If you agree to enter into agreements electronically or to electronically sign documents, you agree that we can treat any instructions given using your Security Identification as being made with your authority. Unless we've processed your request to cancel an Authoriser's Security Identification before the instruction, all communications and acceptances, including electronically signed documents, received by us through CommBiz from any person logged into CommBiz using your Security Identification are deemed to be authorised by you.

## 2.10 Facility

You may link a Facility to your CommBiz Service. Any transactions on a Facility will be subject to applicable facility limits and to the Bank's Current Terms and Conditions for Business Finance.

## 2.11 What each CommBiz Role can do

You agree that the persons you nominate with one or a combination of the User roles set out below is entitled to access, operate and is responsible for managing your CommBiz Service, including but not limited to the specific tasks:

### 2.11.1 View Users

- View only access to all accounts linked to your CommBiz Service and the relevant account information such as statements, transactions, balances and account details.

## Part 2: Giving us instructions

### 2.11.2 Create Users

- View User access;
- initiate payments (including scheduled payments) from accounts linked to your CommBiz Service; and
- create Service Requests for accounts and products linked to your CommBiz Service such as change account address, stop cheques, reorder cheque books, manage statements, notices and term deposits.

### 2.11.3 Authorisers

- View User access;
- authorise payments (including scheduled payments) from accounts linked to your CommBiz Service;
- authorise Maintenance Requests in accordance with the method of operation that your Administrator has set up for that account such as edit electronic account authority; and
- authorise Service Requests for accounts and products linked to your CommBiz Service such as change account address, reorder cheque books, stop cheques and manage statement delivery method.

### 2.11.4 Administrators

- Maintain CommBiz Service details such as token delivery address and contact details;
- add, maintain and remove Users and User permissions;
- submit Maintenance Requests including to add, maintain and remove accounts on CommBiz; and
- view audit information, activity logs and CommBiz inbox messages.

### 2.11.5 Service Delegates

- View User access; and
- appointed by your authorised account signatories to electronically authorise Maintenance Requests that have been submitted by Administrators such as adding new accounts, adding and editing electronic account authority and appointment of a Card Administrator for all accounts linked to your CommBiz Service.

### 2.11.6 Card Administrators

- Request new and maintain existing corporate cards linked to your CommBiz Service.

### 2.11.7 Custom Permission Users

Custom Permissions comprise of a variety of authorities you can apply to Users to control their access to accounts and functionality including:

- view and/or create on each account linked to the CommBiz Service such as viewing account balance and viewing account details;
- perform Administrator tasks including submitting Maintenance Requests, maintaining User roles and accessing audit logs;
- payments initiated on the Service such as only allowing payments from templates and/or address book entries; and
- reporting information such as merchant reporting.

### 2.11.8 User Defined Roles

User Defined Roles allows you to create a personalised template of Custom Permissions your Administrator/s can apply to selected Users on your Service.

### 2.11.9 Data Sharing Delegate

Appointed by each entity linked to your CommBiz Service to give, amend and manage authorisations on behalf of each such entity to share data with accredited data recipients under the Consumer Data Right for all accounts (other than Third Party Accounts).

The Consumer Data Right (CDR) was introduced by the Federal Government to provide customers with rights to access specified data that relates to them (CDR data) held by organisations in designated sectors, such as banks (data holder). Where we hold your CDR data, you, via your Data Sharing Delegate, can consent to share that data with organisations accredited by the ACCC (accredited data recipients). To learn more, including how we handle your CDR data, read our Consumer Data Right Policy (PDF) available at [commbank.com.au/content/dam/commbank/security-privacy/consumer-data-right-policy.pdf](http://commbank.com.au/content/dam/commbank/security-privacy/consumer-data-right-policy.pdf)

## Part 3: Risks

### 3.1 Legal risk

As a member state of the United Nations, Australia has to implement United Nations Security Council sanctions. Australia also may have to implement other international sanctions and sometimes imposes unilateral sanctions. Sanctions can include financial restrictions that may prohibit us from dealing with certain people, entities, countries or jurisdictions.

If we are aware that you are a proscribed person or entity, then we may have to suspend, cancel or refuse you services or close or terminate any account, facility, transaction, arrangement or agreement with you. We may also be required to freeze your assets. You could incur significant costs as a result of these actions.

To manage our compliance with international laws and our financial and regulatory risk, we can also suspend or terminate the provision of a product and service to you while you are within sanctioned countries, a list of the sanctioned countries can be found at [commbank.com.au/sanctionedcountries](http://commbank.com.au/sanctionedcountries).

### 3.2 Operational risk

Operational risk is the risk of loss from failed internal processes, people and systems, or actions because of external events.

You rely on our ability to provide your statement data and process your payment requests in a timely and accurate way. We in turn depend on our own operational processes, including public communications, computers and associated infrastructure.

While we take great care to ensure that our systems and processes are robust, you accept that disruptions to our processes may cause delays in providing your statement data and processing payments.

### 3.3 Authorising payments

Payments processed on a due date will be difficult to cancel on or after that date, depending on the payment type. You must not authorise payments until you have confirmed that you want them processed.

### 3.4 What you are liable for

Generally speaking you are liable for any losses arising from the acts and omissions of all Users authorised by you to carry out transactions on your behalf.

You will be liable for loss if:

- we can prove on the balance of probability you contributed to the loss
- the loss occurs before you notify us that the User's access to the service has been breached or misused
- the loss was a result of any User's access to the service being recorded without making any reasonable attempt to protect their security

### 3.5 What you are not liable for

You will not be liable for loss if:

- it is clear a User did not contribute to the loss in some way
  - the loss arises after you notify us that the User's access to the service has been breached or misused
-

## Part 4: Security

### 4.1 Unauthorised access

You must take adequate precautions to prevent unauthorised users gaining access to your computer systems, accounts and, if you have CommBiz Mobile, to prevent unauthorised users gaining access to a mobile device on your CommBiz Service. This includes the use of appropriate anti-‘spamming’, anti-‘key logging’ and anti-‘virus’ software, as well as appropriate personal computer or network ‘firewall’ protection. You must only install approved applications on the mobile device and you must not override the software lockdown on the mobile device (i.e. jailbreak the mobile device).

If you fail to take adequate precautions it is possible that unauthorised persons may alter your Instructions or give us instructions using your Security Identification. You are liable for losses resulting from any such altered or unauthorised instructions except where clause 7.3 applies.

We recommend that you constantly monitor your accounts and CommBiz Service to check that all transactions are accurate and properly authorised by you.

It is each Administrator’s responsibility to ensure you have authorised each User’s respective level of access to your CommBiz Service.

### 4.2 Notification

You must immediately notify us if:

- there has been any actual or suspected loss, theft, misuse, misplacement or compromise of your or any of your User’s computer systems or hardware used by you or your Agent to access CommBiz or your Private Keys or your User’s NetLock Security device, token (including any PIN codes used to generate a token password) or password.
- your private key details have been disclosed to any person or entity other than us or your User;
- you suspect a transaction has been altered without your approval or is unauthorised;
- there has been an actual or suspected breach of your obligations regarding Confidential Information;
- your personal details or business details have changed;
- your Agent’s personal details or business details have changed; or
- a mobile device linked to your CommBiz Service is lost, stolen or misplaced or the mobile device is changed;
- there has been any actual or suspected compromise of your mobile device; or
- you no longer authorise an Authoriser to conduct transactions on your behalf.

### 4.3 Providing information

You must provide accurate information to us regarding your keys and Digital Certificates when requested.

### 4.4 Password Security

It is your responsibility to change your passwords regularly (for example, every 60–120 days).

You should not choose a password that represents your date of birth, name or address, or would be easy to guess, such as a common quote or phrase.

### 4.5 Cancelling Security Identification or withholding access

If we reasonably believe that your Security Identification is being used in a way that may cause losses to you or us or that the security of your personal computer or network or mobile device is compromised or that the security or reliability of our systems are compromised or threatened, or a payment file sent by you, or on your behalf, is corrupted; or your payment instructions are at risk of having been altered without your approval; we can:

- cancel your use of Security Identification
- withhold access to CommBiz or CommBiz Mobile
- vary the maximum amounts you can transfer at any one time or within any period
- refuse to act on your instructions.

We can do these things at any time, without notice.

### 4.6 Tokens

Users can authorise transactions with a token that generates a ‘token password’. The token issues a new password approximately every 30 seconds that can only be used once in that time.

Every person authorising transactions, or carrying out an administrative role, must have a personal security token.

## 4.7 NetLock Security device

The NetLock Security device is a further level of security using a USB device which contains an internet browser locked to Bank websites. It also utilises Public Key Infrastructure (PKI) technology hosted by IdenTrust Inc and uses Digital Certificates and keys to identify Customers and exchange information as an additional layer of security.

Users must be identified to our satisfaction before we issue their NetLock Security device.

Once a User commences using the NetLock Security device, that User cannot access the CommBiz Service (including authorising transactions or viewing information) unless they use their NetLock Security device as part of their Security Identification.

You can only use a NetLock Security device to operate CommBiz and you must not store information on it or use it for any other purpose.

You agree to allow us at any time to update the information and software stored on the NetLock USB which remains our property at all times.

### 4.7.1 Disclosure of Information for NetLock

Unless prohibited by law, you authorise us to provide your (and your User's) Certificate information to any other person or entity including, but not limited to, Another Participant and IdenTrust, Inc. to:

- allow you to access and use NetLock; and
- resolve any dispute in relation to NetLock.

In the event that your Agent's data or information is required to be disclosed in accordance with this clause and the law requires your User's written consent to disclose the data or information, you must obtain such written consent from your User.

## 4.8 Transacting

We will only process payments when we have received each Authoriser's password and a 'token password' generated by their personal security token. Apart from CommBiz Mobile, if you have agreed to the NetLock Security device, the User must also be using their NetLock Security device.

## 4.9 Deemed authority

You are liable for the acts or omissions of all Users.

You agree that we can treat any transaction made or instructions given using your Security Identification as being made with your authority, subject to clause 4.11. You are responsible for the accuracy of instructions given using your Security Identification. We don't have to verify your authority unless you've told us to cancel that Authoriser's Security Identification before the transaction.

## 4.10 Safekeeping

You are responsible for:

- ensuring that your NetLock Security device, tokens (including any PIN codes used to generate a token password), passwords and, if applicable your mobile devices, at all times kept physically secure and in accordance with our instructions and directions from time to time;
- ensuring that your Private Keys are, at all times, kept: safely and securely and in accordance with our instructions and directions from time to time and are not disclosed to any other entity or person, except your Users.

## 4.11 CommBiz Protection for Unauthorised Transactions

If you suffer losses as a result of the unauthorised alteration by persons who are not your agents, officers or employees of any transaction in CommBiz, we will reimburse you the value of any unrecovered payment up to the maximum payment amounts specified in the applicable payment bands in the table following and provided that all the following conditions are satisfied at all relevant times:

- you had taken all applicable mandatory precautions set out in the table following to prevent unauthorised users gaining access to your computer systems and to your mobile devices and transacting on your accounts;
- you used NetLock Security devices or CommBiz Mobile when creating and authorising the transaction;
- the payment has been executed in accordance with the applicable Electronic Method of Operation (EMOO) process set out in the table following for the amount of the payment;
- you were not and are not in breach of the CommBiz Terms and conditions;
- you give us and our agents prompt and complete access to computers, and any mobile devices, of your Users in use at the time of the transaction and any other assistance or information we reasonably request to enable a full investigation in connection with any unauthorised alteration of the transaction and of your claim;

## Part 4: Security

- you notify us that the transaction was altered or unauthorised within 12 months of the date of the transaction being debited to your account;
- you did not opt out of any additional security protections which we provided to you in relation to the transaction (for example, for a payment held by the Bank for validation and you did not opt out of the further validation); and
- you are using a browser and operating system that is a listed minimum version.

If you notify us of any unauthorised alteration of the transaction you must retain all computers and any mobile devices of your Users and all other records and information reasonably required to enable a full investigation of your claim.

CommBiz is a channel with minimum browser and operating software requirements. Please refer to the minimum versions available at [commbiz.com.au](http://commbiz.com.au). Flash and Adobe PDF Reader are also required for the reading of help and tutorial information. As network requirements may vary, you should consult your IT consultant or supplier. If you are using a browser or operating system that is not a listed minimum version, we may not be able to assist with any issues you may have.

### **Mandatory precautions for all payments made by any User ('Security Conditions')**

- NetLock activated for all Administrators and Authorisers within the CommBiz Service and used to create the payment instruction
- ensure that only authorised personnel can access your physical computing infrastructure
- use the most up-to-date security software which is made generally available for your computer or operating system including firewalls, anti-key logging, antivirus and anti-phishing protection
- ensure that passwords and tokens (including any PIN codes used to generate a token password) are secure and not shared
- regularly change passwords (for example, every 60 to 120 days)
- use only one computer or mobile device for payment creation and another computer or mobile device for subsequent authorisation
- adopt any other reasonable steps to protect the security of your computer or operating system or mobile device and prevent unauthorised access to your accounts

### **Payments <= \$50,000**

All above conditions met and the payment has been executed with minimum of one to create and authorise the payment instruction under the EMOO.

### **Payments from \$50,001 <= \$250,000**

All above conditions met and the payment has been executed with a minimum of two to create and authorise the payment instruction under the EMOO (a creator, plus one Authoriser – 2 people).

### **Payments from \$250,001 < \$20M**

All above conditions met and the payment has been executed with a separate User to create and a minimum of two Authorisers to authorise the payment instruction under the EMOO (a Creator, plus two Authorisers – 3 people) AND evidence that the approvers have sighted source documentation.

### **Payments >= \$20M**

All above conditions met and the payment has been executed with a separate User to create and a minimum of two Authorisers to create and authorise the payment instruction under the EMOO (a Creator, plus two Authorisers – 3 people), AND evidence that the approvers have sighted source documentation AND The Bank must be notified 24hrs in advance of the payment for the Bank to consider accepting liability. To lodge this notice please contact the CommBiz support team on 13 23 39 or your usual servicing team.

## **4.12 Prohibited transactions**

You must not enter into a transaction

- prohibited by law; or
- if you are acting as agent for a principal that has not been disclosed to us.

### **4.13 CommBiz Mobile**

If you use CommBiz Mobile, this clause applies in addition to all other relevant terms. You acknowledge that when you opt in for CommBiz Mobile, all identified Users will also be eligible for CommBiz Mobile access. You must only use CommBiz Mobile through your compatible mobile device and must also enter your Security Identification. Each User can register up to four (4) devices, including one (1) iPhone, one (1) iPad, one (1) Android Mobile and one (1) Android tablet device. Users cannot access CommBiz through a computer at the same time as being logged on to CommBiz Mobile.

You are responsible for downloading to your mobile device all software needed to use CommBiz Mobile from the website approved by us.

We may, from time to time, update the software needed to use CommBiz Mobile (for example to enhance security or to provide additional features). We may require you to download the latest software from the website approved by us to your mobile device before you can continue to use CommBiz Mobile. We may prevent you from using CommBiz Mobile if you have overridden the software lockdown on your mobile device.

You are responsible for any charges imposed by your telecommunications provider for connecting to CommBiz Mobile on your mobile device, including call costs and data costs associated with browsing the internet.

If you are locked out from CommBiz by us for any reason (for example, if you have made too many unsuccessful attempts to input your password) you will be unable to access CommBiz Mobile until your Security Identification is reinstated.

You must take adequate precautions to prevent unauthorised users gaining access to your CommBiz Mobile service or your mobile device. If you fail to take adequate precautions it is possible that unauthorised persons may alter your instructions or give us instructions using your Security Identification. You are liable for any such altered or unauthorised instructions.

We set restrictions on the types of transactions which can be authorised through CommBiz Mobile (for example we can restrict transfers to your other linked accounts or to an account listed on your existing payee address book).

You must not leave your mobile device unattended and left logged into CommBiz Mobile. You must lock your mobile device using a password known only to you and take other steps reasonably necessary to stop unauthorised use of CommBiz Mobile.

### **4.14 Transaction Holds**

For security reasons we may place a hold on funds transferred to or from your account through CommBiz. The hold may apply for as long as we reasonably need to investigate the transaction. We will make reasonable attempts to contact you and resolve such matters.

---

## Part 5: CommBiz Automated

Using automated payments you can send us instructions in an electronic file to enable us to make multiple payments from your accounts. Instructions for payments are subject to cut-off times for the relevant payment type (refer to Part 12: Cut-off times).

### 5.1 File format

Electronic files must be formatted and contain the information in accordance with our file specifications.

### 5.2 Approval

Our approval of your use of the pre-authorized automated service or the manual authorised automated service is required.

### 5.3 Authenticating your instructions

To use the pre-authorized automated service to send us payment files and/or receive receivables data, you must authenticate your instructions with agreed credentials.

### 5.4 Authorising your files

There are two methods to authorise payments through CommBiz Automated that you can select from:

a. Manual authorisation

To use the automated service and to send us all types of payment files, you must authorise each file using the CommBiz 'token password' process.

We will deem as 'approved for processing', any automated files in your systems that you have authorised in accordance with the Electronic Method of Operation.

We're not responsible for any acts or omissions of you or your officers, employees or bureaus (including but not limited to the amount, accuracy, timeliness or authorisation of the payment instructions).

b. Automated authorisation

Automated authorisation enables all types of payment files to be imported, approved and released for processing without the need for further manual approval by your staff.

An automated User ID is created and is linked to an identified staff member. When your payment instruction files are submitted for automated authorisation using this automated User ID, they're considered as authorised by you and will be automatically processed.

For a scheduled payment date in the future, the files can be cancelled up to one day before the scheduled payment date (Sydney time). However, cancellation is not allowed for a same date payment once it has been authorised in the system.

It's your responsibility to regularly review the validity and currency of your staff and staff information who are linked to the automated User ID. We're not responsible for any acts or omissions of you or your current or former officers, employees or bureaus (including but not limited to the amount, accuracy, timeliness or authorisation of the payment instructions).

### 5.5 Using Automated Authorisation for International Payments

If you've opted to use automatic authorisation in CommBiz Automated to process your international money transfer involving foreign exchange, then you're aware this means you won't be able to see the exchange rates used before your instructions are processed. You acknowledge that:

- You accept, and approve, the prevailing exchange rate, as determined by us, applying at the time of processing your instructions; and
- You accept the exchange rate risk and we're not liable to you for any exchange rate fluctuations which may occur during the relevant period.

Once you've sent the payment instruction using automatic authorisation, the instruction can be cancelled up to one day prior to the scheduled future payment date (Sydney time). Note, no transaction arises until the payment is processed on the scheduled payment date. Cancellation is not allowed for a same day payment once it has been authorised in the system.

You can view CBA's indicative retail exchange rate by visiting our website:

[commbank.com.au/international/foreign-exchange-rates.html](http://commbank.com.au/international/foreign-exchange-rates.html)

### 5.6 Third-party communications

If any information in connection with automated payments is provided to us through an Enterprise Resource Planning (ERP) system or other third party communications system used by you, we are not liable to you for any loss incurred by you where we have acted in good faith on such information from your third parties including but not limited to: the amount, accuracy, timeliness or authorisation of the payment instruction, any consequential loss or delays in payments to the payment recipient.

## Part 6: CommBiz Markets

The CommBiz Markets Help Desk (1300 222 339) is open between 8.00am and 6.00pm (Sydney time), Monday to Friday (excluding Australian national public holidays).

### 6.1 What is CommBiz Markets?

CommBiz Markets is a service accessed through CommBiz, which is an online electronic banking channel for institutional, corporate and business customers. The terms that apply to CommBiz also apply to your use of CommBiz Markets.

CommBiz Markets allows you to access and transact on eligible money market investments.

With it you can:

- make payments from your Cash Deposit Account (CDA) to accounts at other financial institutions (non-CBA) in the same name;
- access real time balances on At Call Deposits and 11am Call Deposits;
- view your money market investments history and interest payments online for 12 months from the value date of the transaction;
- obtain real time pricing on fixed term deposits; and
- save, print and export confirmations of money market investments.

Pricing and term restrictions

Pricing – You should be aware that rates in respect of money market investments obtained through CommBiz Markets may differ to prices and rates that may be acquired or accessed through other channels of the Bank.

Terms – Terms for Cash Deposit Account fixed term deposits are limited to 1–6 months on CommBiz Markets, however longer and shorter terms are available by contacting a dealer.

### 6.2 Accessing CommBiz Markets

We will provide you with access to CommBiz Markets at such times and in such manner as we may display on the CommBiz Markets site (current times set out below). We may vary these access hours, or temporarily restrict access, from time to time if we consider it reasonably necessary to do so, including without limitation, for any systems maintenance and upgrades. We will not be responsible for access outside these hours or for difficulties in access caused by matters beyond our reasonable control.

CommBiz Markets	Monday to Friday Sydney time	Saturday, Sunday & Non-Business Days
CommBiz Markets Help Desk	8.00am to 6.00pm	Service not available
Money Markets view	8.00am to 9.30pm	Service not available
11am Call Deposit withdrawals for same day value*	8.00am to 2.00pm	Service not available
At Call Deposit withdrawals for same day value*	8.00am to 4.00pm	Service not available
Fixed Term Deposit in a CDA**	8.00am to 4.00pm	Service not available
Changes to fixed term deposit maturity instructions	Up until 6:00pm on the business day prior to the maturity date	Service available 7 days

Notes: These times may be changed at the discretion of the Bank. Changes will be notified on the CommBiz website. Please refer to [commbiz.com.au](http://commbiz.com.au) for the latest information on business hours.

\* Money market investment transactions entered after these cut off times will be processed for next day value. If you request or perform withdrawals after the cut off times or on a day which is not a business day, funds will be repaid on the next business day for next business day value.

\*\* fixed term deposits can only be booked for same day value.

Maximum deposit and withdrawal amounts are applicable to transactions via CommBiz Markets. Deposits and withdrawals above a limit determined by us from time to time cannot be made using CommBiz Markets and you must contact one of our dealers by phone to arrange the deposit or withdrawal.

### At Call Deposit and 11am Deposit

For at Call and 11am Call Deposits, your money is readily available. Where the amount you wish to be repaid is above a limit determined by us from time to time you must contact one of our dealers by phone to arrange the withdrawal but you may perform a withdrawal using CommBiz Markets for lower amounts.

### Fixed Term Deposit

We accept funds on deposit at an agreed rate of interest on the deal date for fixed terms as specified in the table above.

When you invest in a fixed term deposit, you will need to provide instructions for how those funds are treated at maturity. The options available to you will be displayed on CommBiz Markets.

## 6.3 Receiving instructions and acceptances

### 6.3.1 Instructions

- We are not obliged to accept your instructions but, subject to you complying with this agreement and the terms of your account or facility with us, we will use our reasonable endeavours to do so. We may refuse to accept an instruction or acceptance if it is from an Authoriser whose user entitlement does not authorise him/her to enter into the transaction or if we know or suspect that the instruction or acceptance is not from an Authoriser.

### 6.3.2 Acknowledgments

When we accept your instructions we will send you our acknowledgment. We may withdraw our acknowledgment at any time before we receive your acceptance.

### 6.3.3 Acceptances

You must provide your acceptance within the time specified in the applicable user guide or in our acknowledgment. You and we are bound from the time we receive your acceptance. By you sending your acceptance, you irrevocably authorise us to carry out all aspects of the transaction. In particular, you irrevocably authorise us to debit your account in accordance with those instructions.

Because CommBiz Markets is Internet-based, potentially there can be delays between the time you send your acceptance and our receipt of your acceptance. In some circumstances, if there is such a delay in transmission we may withdraw our acknowledgment before we receive your acceptance, even though the acceptance has already been sent by you. In other cases, because of such a delay in transmission, we may withdraw our acknowledgment before we receive your acceptance, even though the acceptance has already been sent by you within the time specified in the applicable user guide or in our acknowledgment. In some cases, for example due to a failure in telecommunications links, we may not receive your acceptance at all.

Where we withdraw our acknowledgment prior to receipt of your acceptance, or we do not receive your acceptance, either within the time specified or at all, we will not act on your instructions. We will endeavour to advise you if we have withdrawn our acknowledgment prior to receipt of your acceptance, or we have not received your acceptance within the time specified, but it may not always be possible to do so. You therefore should check the record of your transactions on the CommBiz Markets site at a later time to confirm that your acceptance has been acted on by us and the transaction has been effected.

Dependent upon individual User entitlements, we may require that your acceptance be sent by an Authoriser (using that Users' security identification) different from the Authoriser who sent us the instructions for the transaction.

## 6.4 CommBiz Markets glossary

In this clause:

"Acceptance" means your acceptance of our acknowledgment of the transaction which you send us by clicking the "Accept Rate" button while using CommBiz Markets.

"Acknowledgement" means the message we send you through CommBiz Markets accepting the transaction initiated by your instructions.

## Part 7: Liability

### 7.1 Consequential loss

Where we have acted with due care and skill, we expressly exclude liability for consequential loss or damage which may arise from:

- this agreement
- your use of CommBiz
- the unavailability of CommBiz
- the unavailability of CommBiz Mobile
- cancellation of your Security Identification
- our withholding access to CommBiz
- any refusal to act on your instructions
- loss of profit, business, revenue, goodwill or anticipated savings
- the return of proceeds of a money transfer which has been refused for any reason by any party to the transaction.

#### 7.1.1 Requests through third-party communications

If you transmit a request to us through an Enterprise Resource Planning (ERP) system or other third-party communications system we have not specifically provided, we will not be liable for discrepancies between the information you transmit to us and the information we transmit to you.

### 7.2 Limitation

We do not warrant that the CommBiz services we provide will be fault free or that any problem with the CommBiz, CommBiz Mobile, telecommunications or site or the Internet can be solved immediately or quickly. You acknowledge that those services may rely on factors outside our control.

We will use reasonable endeavours to overcome any fault in the services we provide to you as quickly as possible.

### 7.3 Disruptions

We are not liable for any delay or failure in the performance by us of the CommBiz services to the extent caused by any event or circumstance outside our reasonable control. We are not liable to you for any direct or consequential losses which arise from disruptions to our systems or processes. We may suspend or delay payments if we reasonably believe that the security or reliability of our systems are compromised or threatened.

Disruptions to the operations and systems of other financial institutions may also delay payments to or from your accounts. We cannot control the operations and systems of other institutions, and we are not liable to you for any loss from disruptions to the operations or systems of those institutions.

### 7.4 Statutory warranties

Warranties implied by the Australian Securities and Investment Commission Act, or the Australian Consumer Law of the Competition and Consumer Act, or any similar legislation may apply to this agreement or your use of CommBiz, including CommBiz Mobile.

If we breach any such warranty, to the extent permitted by the relevant Act or legislation, our liability shall be limited to either supplying the services again or paying the cost of having the services supplied again.

#### 7.4.1 Our liability under consumer protection laws

When we supply this service to you as a 'consumer', as defined under consumer protection laws, the service comes with a non-excludable warranty that it will be carried out with due care and skill and be reasonably fit for the purpose.

If we breach this warranty you may be entitled to compensation. In this case our liability is limited only to the extent permitted by the consumer protection laws.

#### 7.4.2 Our liability when these laws don't apply

If you are not a 'consumer' as defined under consumer protection laws, our liability for loss or damage is limited to re-supplying the service to you, or paying the cost of having the service resupplied to you.

## 7.5 Indemnity

You must indemnify us, the Issuer and IdenTrust for any loss or damage suffered as a result of:

- your conduct, which results in the erroneous issuance of a Valid Digital Certificate status response with respect to your Digital Certificate.
- you or your User's failure to comply with these Terms and conditions (except for unauthorised EFT transactions); and
- the use of your Digital Certificate to send Digital Transmissions or to undertake (or attempt to undertake) NetLock Transactions with any person or entity other than us or a Relying Customer.

## 7.6 Information accuracy

You warrant the accuracy of any information submitted to us in connection with you becoming a CommBiz Customer.

## 7.7 Dispute Resolution

If you have a dispute involving:

- IdenTrust, Inc.
- An IdenTrust™ Customer; or
- Another Participant;

the dispute must be resolved in accordance with the Dispute Resolution Procedures and you agree being joined as a party to any such dispute in accordance with the Dispute Resolution Procedures.

At any time we can vary these Terms and conditions including to increase or introduce new fees. You cannot amend, modify or vary the provisions of this agreement unless you make a request in writing and we accept it.

---

# Part 8: Variations

## 8.1 Notification of changes

- Unless otherwise specified in these Terms and conditions or separately agreed by us, we will give you notice of changes to Terms and conditions by newspaper advertisement, in writing or electronically. We will also place notification of changes by way of a prominent notice on our website [commbank.com.au](http://commbank.com.au).

We will provide you:

- at least 30 days notice before the change takes effect for fee increases, new fees or if we believe a change is unfavourable to you. We may give you a shorter notice period, or no notice, of an unfavourable change if we believe doing so is necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss; or there is a change to, or introduction of a government charge that you pay directly, or indirectly, as part of your banking service. In that case, we will tell you about the introduction or change reasonably promptly after the government notifies us (however, we do not have to tell you about if the government publicises the introduction or change).
- Notice for all other changes no later than the day the change takes effect.

## 8.2 New functions

From time to time, we may introduce new functions to CommBiz including CommBiz Mobile, which will also be governed by the CommBiz Terms and conditions.

We shall deem that you have accepted the current Terms and conditions for these new functions if:

- you use or access the new functions in accordance with a Maintenance Request by your Service Delegate; or
- you complete and return a signed CommBiz Account Authority.

## 8.3 Add Authorisers, remove Authorisers or change method of operation

You may appoint additional Authorisers, remove Authorisers and vary the electronic method of operation. To do this you must send us either:

- an additional CommBiz Account Authority, or
- a Maintenance Request authorised by your Service Delegate or your Authorisers, in accordance with the method of operation for that account.

## 8.4 Emailing forms

If we receive a CommBiz form, which reasonably appears to us to have been properly completed, signed and sent by you as an attachment to an email, it shall be deemed to be an original CommBiz form and to have been sent by you and as between you and us shall be conclusive evidence that we have authority to act on the CommBiz form. We may at our sole discretion refuse to accept any such CommBiz form sent by email provided that we notify you of such refusal as soon as practical.

## Part 9: General provisions

### 9.1 Start and duration

This Agreement starts on the day we process your CommBiz Application and CommBiz Account Authority, or as otherwise agreed, and continues until terminated.

### 9.2 Property Rights

You acknowledge that:

- you do not obtain any intellectual property rights whatsoever used or embodied in or in connection with CommBiz, CommBiz Mobile and associated products and services
- if new inventions, designs or processes evolve in performance of or as a result of the agreement, these also shall be our property unless we agree otherwise in writing.

We, IdenTrust Inc. or another third party at all times owns:

- The Digital Certificates,
- The NetLock Security device;
- the logos, designs, trademarks, service marks, names and symbols owned by IdenTrust Inc and that are provided to you to use NetLock Security; and
- Any specifications, documents and Intellectual Property provided to you to use and access CommBiz, CommBiz Mobile and including NetLock Security.

You are granted a non-exclusive, non-transferrable licence to use the instructions specifications, documents, Trade Marks and Intellectual Property provided to you to use and access CommBiz Mobile and NetLock Security as set out in these Terms and conditions.

You must not use, modify, copy, develop, enhance, reproduce, distribute, transmit, perform, display or otherwise deal with the Trade Marks and Intellectual Property for any purpose other than to use and access CommBiz including use of CommBiz Mobile and NetLock Security in accordance with these Terms and conditions. You must not act fraudulently or maliciously in relation to CommBiz, CommBiz Mobile, the NetLock Security device or CommBiz related software. You must not copy, modify, adversely effect, reverse engineer, hack into or insert malicious code into the NetLock Security device, your mobile device, the CommBiz Mobile application or CommBiz related software.

### 9.3 Subsidiaries

You must ensure that each of the subsidiaries becomes a party to this agreement.

### 9.4 Limitations

You must not:

- transfer, sub-license or otherwise dispose of your rights to CommBiz or CommBiz Mobile without our written consent
- disclose, display or otherwise make CommBiz or CommBiz Mobile available to any other person (other than Users or Authorisers) without our consent.

Unless we have agreed otherwise, you may not assign your rights and obligations under this Agreement without our written consent.

### 9.5 Your account

This Agreement does not affect the existing relationship we have with you regarding the operation of your account. This includes, for example, our right to deduct fees and transaction costs from your account, and our right to vary the Terms and conditions of your account.

### 9.6 Waiving rights

No delay, neglect or forbearance by either party in enforcing its rights or any provision of this Agreement against the other party is considered a waiver or in any way prejudices any right of either party, unless expressly stated in writing.

### 9.7 Severability

If any part of this Agreement is void, voidable or unenforceable then that part of this Agreement is severed from this Agreement and the remainder of this Agreement will continue to be enforceable.

## 9.8 Government duties, fees and charges

You must pay all Government duties, taxes, fees and charges which arise from this Agreement and the rights it gives you.

## 9.9 Agency

If you or any Authoriser gives us unauthorised or incorrect instructions, or fails to instruct us when necessary, you release us from all actions, proceedings, claims, costs and demands that may be brought against us.

## 9.10 Notices

If this Agreement requires us to give any notice, any of our officers whose title includes the word 'manager' can give it.

Unless prohibited by law, we can send you electronic notices by:

- sending the information to an electronic address you nominate
- making the information available on the CommBiz website and sending you an electronic notification that the information is available.

## 9.11 Consent

Whenever you ask for our consent we will only refuse if it is reasonable to do so and if we consent we may impose reasonable conditions with which you must comply.

## 9.12 Alerts

If you or your CommBiz Administrator provides us with your mobile phone number, we may contact you via SMS or phone call to confirm or send confirmation of payments submitted via CommBiz.

Your Administrator may allow Users to elect to receive notifications, alerts and reminders by SMS and/or email ('alerts').

We may suspend the sending of alerts to Users at any time where we reasonably believe it is your or our interest to do so or if we cannot send alerts (such as technical faults beyond our control or maintenance).

We will endeavour to send alerts as close as possible to the requested time but we are not liable if the transmission or receipt of alerts is delayed or prevented due to circumstances beyond our reasonable control.

You agree that email and SMS are not secure and the content of alerts, which could include personal information such as account details, could therefore be viewed by unauthorised persons.

The User must update their message preferences if they change their email address and/or mobile phone number or if they choose to cease receiving alerts. We may charge a fee for sending alerts.

## 9.13 Acceptable Use Policy

You may not use CommBiz to engage in conduct that in our opinion:

- is unlawful;
- is defamatory, harassing or threatening to any person;
- promotes or encourages physical or mental harm of any person;
- promotes violence against any person; or
- threatens or promotes terrorism.

In the event that you fail to comply with our Acceptable Use Policy as detailed above, the Bank may without notice and immediately or at any time:

- a. refuse to process or complete any transaction or dealing of yours and/or
- b. suspend or discontinue your access to CommBiz.

## 9.14 Governing law

This Agreement is to be governed and construed in accordance with the law of the State of New South Wales and the parties agree to submit to the non-exclusive jurisdiction of the courts of New South Wales.

## 9.15 Banking Code of Practice

The relevant provisions of the Banking Code of Practice apply if you are an individual or a 'small business' as defined in the Code on the Australian Banking Association website.

## 9.16 ePayments Code

We will comply with the provisions of the ePayments Code applying to EFT Transactions.

## Part 9: General provisions

An EFT Transaction is a funds transfer, either from or to an account of yours with us which is not a business account initiated by the giving of an instruction. A business account is one that is designed primarily for use by a business and established for business purposes.

<https://asic.gov.au/regulatory-resources/financial-services/epayments-code/>

### 9.17 Refusing Service

If you appear to be a proscribed person, then we can immediately:

- refuse to process or complete any transaction or dealing of yours
- suspend the provision of a product or service to you
- refuse to allow or facilitate any of your assets we hold to be used or dealt with
- refuse to make any asset available to you or to any other proscribed person or entity
- terminate these agreements with you.

We are under no liability to you if we do any or all of these things and these rights are in addition to all other rights we may have.

If we exercise our rights you must pay us any damages, losses, costs or expenses that we incur for any action taken under this clause, including with limitation:

- negative interest owed
- administrative costs
- costs of sale or purchase of any transaction or deal put in place to meet our obligations under these Terms and conditions.

### 9.18 Termination

We can immediately terminate this agreement either by notifying you in writing or by ceasing to provide access to CommBiz including CommBiz Mobile if:

- you or a signatory appears to be a proscribed person
- you become subject to any form of insolvency administration
- you fail to pay fees when due
- you or a User otherwise breach the agreement or we reasonably suspect that you or they have or will breach the agreement.

Either party may terminate this agreement by 21 days notices in writing to the other party, unless otherwise agreed.

We can immediately terminate NetLock Security and CommBiz Mobile if IdenTrust Inc ceases to operate the IdenTrust™ Scheme or suspends or revokes our Digital Certificate.

Termination will not affect your right or our right to take action for breaches that occurred before termination.

### 9.19 Closing your CommBiz Markets or CommBiz Service

If you wish to close or cancel CommBiz Markets or CommBiz, have your Director(s) call your Relationship Manager (if you have one), visit any branch or call CommBiz on 13 23 39 for further guidance.

### 9.20 Records of your computers and mobile devices

We may obtain details of your computer operating environment and mobile devices, including information on which computer(s) or mobile device(s) was used for any transaction and the Security Identification of the User(s) involved in the transaction. This information is kept secure and used by us solely for the purposes of administration and in connection with any problems that may arise.

---

## Part 10: What if I have a complaint?

Please contact your relationship manager or the manager of the department that handled the matter and explain the problem.

If your complaint relates to how we handle your Consumer Data Right data (refer to Part 2.11.9 for more information), including concerns the data we hold about you is incorrect, call us on **13 23 39**.

Our staff will review the situation and, if possible, resolve it immediately. If the matter has not been resolved to your satisfaction, please contact our Customer Relations team by:

**Visiting our Commonwealth Bank website or**  
**[commbank.com.au/support/compliments-and-complaints.html](http://commbank.com.au/support/compliments-and-complaints.html)**

by telephone: **1800 805 605**

by facsimile: **1800 028 542**

or by writing to:

Customer Relations  
Commonwealth Bank  
Reply Paid 41  
Sydney NSW 2001

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA Provides fair and independent financial services complaint resolution that is free to consumers.

**Visit the AFCA website [www.afca.org.au](http://www.afca.org.au)**  
**Email the AFCA or [info@afca.org.au](mailto:info@afca.org.au)**  
**Telephone: 1800 931 678**

In writing to: Australian Financial Complaints Authority,  
GPO Box 3, Melbourne VIC 3001

---

## Part 11: Customer Information and Privacy

### 11.1 What information we collect

In this clause, 'you' includes our customer and any person who holds office in an entity which is a customer. The Commonwealth Bank of Australia ('we') collect information about you (such as your name, address, contact details and identification documentation), and information about your interactions with us (such as transactions on your account). We may also collect publicly available information about you.

### 11.2 Why we collect your information and what we use it for

We collect your information because we are required to identify you in accordance with applicable anti-money laundering, financial crimes and sanctions laws, currency control regulations and in order to comply with taxation laws. We also collect it to establish and manage our relationship with you, including risk management and pricing, to meet our obligations in relation to external payment systems and under our arrangements with government agencies. If you do not provide your information, we may not be able to provide you with the products and services that you require.

We also use your personal information to identify and tell you about products and services that may interest you (unless you tell us not to). If you don't want to receive marketing information you can contact us using the details listed in the Group Privacy Statement or in Australia by calling 13 22 21 between 6 am and 10 pm (Sydney time), from Monday to Friday, and by speaking to your relationship manager. If you give us your electronic and telephone details, you agree we may use this to communicate with you electronically, by phone or SMS, including providing updates, reminders and (unless you tell us not to) marketing information.

You must give us accurate and complete information; otherwise you may be breaking the law and we may not be able to provide you with the products and services that you require.

If you change your personal details (such as your address, name or email address) you must tell us straight away.

### 11.3 Who we may exchange your information with

We may exchange your information with other members of the Group, who may use your information for any of the purposes we can. We may also exchange your information with third parties outside the Group: for example, your representatives, our service providers, other financial institutions, enforcement and government authorities, relevant public registers and payment system operators. Sometimes, it may be necessary to send your information overseas – for example, where we outsource functions overseas, send information to Group members overseas, where we need to complete a transaction on your behalf, or where this is required by laws and regulations. See our Group Privacy Statement for more information.

### 11.4 Our Group Privacy Statement

Our Group Privacy Statement is available on our website at [commbank.com.au](http://commbank.com.au) (search Privacy and follow the Group Privacy Statement link) or upon request from any branch of the Bank, and should be read in conjunction with the above. It contains further details about our information collection and handling practices, including information about: other ways we may collect, use or exchange your information; how you may access and seek correction of the information; and how to make a complaint about a breach of your privacy rights, and our complaint handling procedures. This statement also includes details of additional rights that may apply to you if you are located outside of Australia.

### 11.5 How to contact us

For privacy-related enquiries, please contact us by:

Email: [CustomerRelations@cba.com.au](mailto:CustomerRelations@cba.com.au)

Telephone: 1800 805 605, or

Writing: to the address in our Group Privacy Statement.

## Part 12: Cut-off times

### 12.1 Local cut-off times

These times are subject to variation. All cut-off times refer to Sydney time (Australian Eastern Standard Time if applicable). Additional cut-off times apply for CommBiz Markets (see Part 6.2).

Payment type	Value	Customer cut-off time
Transfers	Credit funds are usually available a short time after the transfer, with value as at the payment date, including non-business days.	Payments received on the processing day, including non-business days, are processed that day.
Direct Credit (to CBA accounts)	Credit funds are usually available in CBA accounts on the actual payment date, including non-business days.	Payments received on the processing day, including non-business days are processed that day. Credits to CBA accounts will be made on the payment date.
Direct Credit (to non-CBA accounts)	Credit funds are usually available by 9am next business day in other financial institutions.	All payments to other institutions received by 7:00pm are processed that day.
Direct Debit	Debit funds are usually obtained from other financial institutions and posted to CBA accounts by 9am next business day.	All Direct Debit payments for other institutions received by 7:00pm are processed that day.
BPAY® payment	Credit funds are usually available by 9am next business day.	All BPAY® payments received by 5.55pm are processed that day.
BPAY® batch entry	Credit funds are usually available by 9am next business day.	We commit to process all payments received by 5.30pm. Payments accepted after cut-off time may be processed for value as at the next business day.
Priority Payments	Same day.	We commit to process all payments received by 4pm. Payments to Commonwealth Bank accounts may be accepted until 7pm.
GDES	Credit funds are usually available by 9am next business day in other financial institutions.	All payments to other institutions received by 8:00pm are processed that day.
Fast Payments	Credit funds are available near real time 24 hours a day, 7 days a week, every day of the year.	Not applicable to a Fast Payment

Cut-off times apply to payments and payment files received in good order and where sufficient funds are available in the funding account(s). Files which contain errors, do not have sufficient funds available in the funding account(s), or are received after the cut-off times may not be processed on the day of receipt. Payments accepted after cut-off time may be processed for value as at the next business day.

A delay may occur in processing a BPAY® payment where another financial institution participating in the BPAY® scheme.

A business day refers to a day other than a Saturday, Sunday and public holiday. It is important to note that holidays and bank holidays differ between Australian States and Territories.

### 12.2 Foreign currency cut-off times

Foreign currency cut off times apply when transferring between non-linked accounts and linked accounts held in different currencies (the credit currency cut-off time will apply). Foreign currency cut-off times do not apply when transferring between linked CommBiz accounts held in the same currency. For information on Foreign currency cut-off times visit [commbank.com.au](http://commbank.com.au).

## Part 13: Daily IQ

Daily IQ is a business intelligence toolkit CommBiz Users can access. It uses your daily transaction data to draw valuable insights on your business and customers. It is not available for all account types or customers. It is for general informational purposes only and not intended to be financial, accounting or other professional advice. While we use reasonable endeavours to present accurate information, we can't guarantee its accuracy.

All information presented in Daily IQ is confidential and must not be disclosed without our consent to any third parties. Unless otherwise specified, it is copyrighted to us.

---

## Part 14: ATM Deposit Codes

### 14.1 ATM Deposit Codes

An ATM Deposit Code is a code you can create, modify and delete at any time in CommBiz, which can be used – when the code is scanned at selected CommBank ATMs with Instant Deposit – to make cash, cheque or coin deposits into your account(s) if they are linked to your CommBiz service.

Your ATM Deposit Code can be used by anyone who has your code to make cash, cheque or coin deposits at any CommBank Instant Deposit ATM. Once you or a depositor inserts notes, cheques or coins, the funds are credited real-time to your account (but noting cheques are still subject to existing clearing process).

By creating an ATM Deposit Code and providing this information to a third party, you acknowledge that you are effectively granting the third party authority to deposit funds into the eligible Commonwealth Bank account(s) linked by you when you set up the code, at any CommBank ATM with Instant Deposit. This authority remains in effect until the code is deleted.

There are limits on the number of codes that you can have attached to any one account at any one time as well as limits on the number of times the codes can be used per day. To find out more,

**Visit the Commonwealth Bank website or [commbank.com.au/digital-banking/commbank-atms.html](https://commbank.com.au/digital-banking/commbank-atms.html).**

By using this service, you acknowledge that you are fully responsible for the administration (including the setup and deletion) of the ATM Deposit Code using CommBiz, as well as the distribution of the code to any third parties.

We reserve the right to suspend, limit, or terminate your ATM Deposit Code functionality without notice at any time, e.g. if we suspect the facility is being misused.

By using this service, you also acknowledge that we do not guarantee the reliability of the ATM Deposit Code functionality and that the service may be impacted by IT outages or system failures from time to time.

## Part 15: Fees and charges

### 15.1 Paying fees

You agree to pay fees at a rate we may determine.

You authorise us to debit your fees account or any other account that you hold with us with the fees set out in the CommBiz fee schedule.

On the 15th day of the month (or next business day)

- a CommBiz Activity Statement (Billing summary) is issued, itemising fees incurred in the previous calendar month
- your nominated account will be debited for fees incurred in the previous calendar month if not already debited per the CommBiz Fee schedule.

Information of current fees, charges and any interest rates is available on request.

### 15.2 Fee schedule

Item	Fee	GST	Total
<b>Payments</b>			
Direct Debit User establishment fee#	\$500.00	\$50.00	\$550.00
Transfer between your own Commonwealth Bank accounts	No charge	No charge	No charge
Direct Credit/Direct Debit/BPAY® Payment	\$0.25	\$0.025	\$0.275
Priority Payments to other Commonwealth Bank accounts	\$0.50	–	\$0.50
Priority Payments to other financial institution accounts	\$10.50	–	\$10.50
Fast Payment	\$0.30	–	\$0.30
Transfers to non-linked Foreign Currency Accounts/ International Payment ^ From 1 June 2023, this fee will be waived	\$6.00^	–	\$6.00^
<b>Non CBA Account Statement Information &amp; Transfer Requests</b>			
Non CBA Payment Requests**/\$/## (per request)	\$6.82	–	\$6.82
Receive Incoming Statement Data**/\$/## (per month)	\$50.00	–	\$50.00
<b>Remittance Advices</b>			
Email	\$0.15	\$0.015	\$0.165
Fax, within Australia	\$0.40	\$0.04	\$0.44
Fax, overseas	\$1.10	\$0.11	\$1.21
Mail, within Australia	\$0.90	\$0.09	\$0.99
Mail, overseas	\$3.00	\$0.30	\$3.30

## Part 15: Fees and charges

Item	Fee	GST	Total
Secure Requests			
Stop Cheque or Lift Stop Request*	\$10.00	–	\$10.00
View Vouchers			
Voucher Retrieval~	\$2.00	–	\$2.00
Incidental charges which may apply in some circumstances			
Risk approval or declined Direct Credit/Direct Debit payment	\$35.00	\$3.50	\$38.50
Risk approval or declined Priority/International Payments/Foreign Currency payment	\$35.00	–	\$35.00
Exception Payment – Instruction to Process	\$90.91	\$9.09	\$100
Direct Credit/Direct Debit Item Recall	\$25.00	\$2.50	\$27.50
Trace, Direct Credit or Direct Debit	\$25.00	\$2.50	\$27.50
Returned Direct Credit/Direct Debit payment***	\$2.27	\$0.23	\$2.50
Fast Payment Item Recall	\$25.00	–	\$25.00
Copy of Payment Message	\$10.00	–	\$10.00
Amendment to International Payment or Foreign Currency Payment	\$25.00	–	\$25.00
Trace, Priority/International Payment/Foreign Currency Payment/Fast Payment	\$25.00	–	\$25.00
Cancellation, International Payment or Foreign Currency Payment	\$25.00	–	\$25.00
International Money Transfers to CBA Australian Dollar or Foreign Currency Accounts	Up to \$11.00 per transfer	–	Up to \$11.00 per transfer
SMS Alert – Outstanding Authorisation^^	\$0.081	\$0.009	\$0.09

# Only applicable where a User first applies to become a User of the Direct Debit System. Does not apply where the generic CommBiz APCA ID allocated by the Bank is used.

\* A Stop Cheque or Lift Stop Request is defined as a cheque or range of cheques with consecutive serial numbers on the same account, requiring payment to be stopped or the stop request lifted at the same time

~ Charged on each image retrieval request.

\*\* No fee on ASB account holders for incoming Statement Information or sending of Payment Requests.

\$ Other Financial Institutions may charge a fee if sending Statement Information or acting on Transfer Requests.

## Please check with other Financial Institution for any related fees and charges.

\*\*\* May be charged to your nominated tract account on the day of the return or the day the fee is incurred.

^^ This fee is charged (where applicable) per SMS alert received.

## Part 16: Help and advice

The Bank will pay the correspondent bank fees for cross-currency IMTs, except IMTs in JPY. For the purposes of clause 3 in Appendix A-Fee Schedule and clause 4.3 of the Terms and Conditions – IPFX, in the CommBiz – International Payment and Foreign Exchange Product Disclosure Statement, the preceding sentence applies.

For some currency transfers from a Foreign Currency Account, there is the option to pay an additional fee to cover charges by correspondent banks for the currencies listed in the table below.

This does not include charges by the beneficiary banks, who may have their own processing fees.

Payment Currency	Currency Code	Additional Overseas Banks Fee (AUD)*
Great British Pound	GBP	\$17.00
US Dollar	USD	\$37.00
New Zealand Dollar	NZD	\$17.00
Euro	EUR	\$33.00

\* This fee is waived when sending a cross currency IMT

---

## Part 16: Help and advice

If you need any help or advice using your business transaction and savings account, please use the following contacts.

### Visit one of our branches

Monday to Thursday – 9.30 am to 4 pm. Friday – 9.30 am to 5 pm.

Some branches open past these standard hours and on weekends.

For details, visit our website at [commbank.com.au](http://commbank.com.au)

### Call us – within Australia

13 23 39 – 24 hours a day, 7 days a week.

Call us – from overseas

+61 13 23 39.

+61 2 99 99 32 83 (To report mistaken payment)\*

or **Visit the CommBank website**

\* Reverse charges accepted if payment is from an account which is not a business account. To use this reverse charges number please contact the international operator in the country you are in and request to be put through to +61 2 9999 3283. We have no control over any charges applied by the local or international telephone company for contacting the operator.

Access Telephone Banking for hearing or speech impaired customers

Contact us using the National Relay Service (24 hours a day, 7 days a week):

TTY users phone 13 36 77 then ask for 13 23 39;

Speak and Listen (speech-to-speech relay) users phone 1300 555 727 then ask for 13 23 39;

Internet replay users connect to the National Relay Service

**Visit the Relay Service website at [www.communications.gov.au/what-we-do/phone/services-people-disability/accesshub](http://www.communications.gov.au/what-we-do/phone/services-people-disability/accesshub)**

and then ask for 13 23 39.

---

## Part 17: Meaning of words

### ABN

Australian Business Number

### ACN

Australian Company Number

### Administrator

Each person listed in the CommBiz online application as an Administrator, or who you subsequently appoint as an Administrator in the form required by the Bank, until you notify the Bank in writing or via CommBiz and/or CommBiz Market (as applicable) that their authority has been revoked.

### Authoriser

Each person listed in the CommBiz Account Authority form to operate on one or more of our accounts using CommBiz and/or CommBiz Market (as applicable), and each person who an Administrator notifies the Bank to add as an Authoriser. An "Authoriser" is also an Authorised Representative for the purposes of the Current Terms and conditions for Business Finance.

### Bank

The Commonwealth Bank of Australia, ABN 48 123 123 124.

### Batch Entry

A method of making BPAY® Payments to one or more Billers by compiling and transmitting a computer file to us which contains payer directions.

### Biller

A person who has agreed with a financial institution that payments to that person may be paid through the BPAY® Scheme.

### BPAY® or BPAY® Pty Ltd

BPAY® Pty Limited ABN 69 079 137 518.

### BPAY® Payment

A payment made or attempted to be made to a Biller through the BPAY® Scheme.

### BPAY® Scheme

The electronic payments scheme promoted by BPAY® through which payments can be made to Billers.

### Business Day

A day other than a Saturday or Sunday or a public holiday or bank holiday at the place where an act is to be done or may be done.

### CommBiz Account Authority

The CommBiz Account Authority, and any additional CommBiz Account Authority, signed by you or your authorised representative appointing Authorisers or varying Authorisers or the electronic method of operation.

### CommBiz Application

The CommBiz Application which you sign in order to enter into this Agreement.

### CommBiz Mobile

Your access to CommBiz (other than Daily IQ) through your compatible mobile device.

### Credit Account

Your account(s) specified in these Terms and conditions, or specified in electronic instructions, for credits (deposits) to your account(s).

### Daily IQ

The analytics tools and information, which you can access through use of CommBiz including by accessing CommBiz through your mobile device.

### DDR

Direct Debit Request, which is an agreement between you and the service provider / merchant to direct debit your account.

### Debit Account

Your account(s) specified in these Terms and conditions, or specified in electronic instructions, for debits (withdrawals) from your account(s).

## Part 17: Meaning of words

### Digital Certificate

The digitally signed data structure, which binds your Public Key to your Private Key.

### Direct Credit Transaction

A payment made to an account with Commonwealth Bank, or to another institution through the Bulk Electronic Clearing System.

### Direct Debit Transaction

An instruction to debit an account with Commonwealth Bank, or to another institution through the Bulk Electronic Clearing System.

### Dispute Resolution Procedures

The dispute resolution procedures that are available by **Visiting the CommBiz Website** or <https://www.commbank.com.au/business/online-banking/commbiz.html> or by contacting the CommBiz Help Desk and that we are bound to as a participant of the Public Key Scheme maintained by IdenTrust Inc.

### Electronic Method of Operation (EMOO)

The CommBiz authorisation rules applied to an account such as one or two Authorisers to approve payments, Maintenance and Service Requests that have been set by you or, set by you or your CommBiz Administrator. These electronic authorisation rules only apply to your CommBiz service.

### End Client

The end-payers (if any) on behalf of whom you make BPAY® Batch Payments.

### Facility

A Facility under which we make financial accommodation available to you. "Facilities" means those facilities listed on CommBiz Authority form.

### Fees Account

The account referred to in the CommBiz Application to be debited for fees or as otherwise agreed by us.

### Foreign Exchange settlement

If you have accepted a foreign exchange transaction, you have entered a binding foreign exchange transaction for which you must arrange appropriate settlement. Settlement instructions can be advised either online or via the telephone.

### Foreign Exchange transaction

If the Bank offers you a spot exchange rate, value today exchange rate, value tomorrow exchange rate or forward exchange rate, and you accept the offer (which may be done online or over the telephone), a binding foreign exchange transaction is entered into between you and the Bank. If you are transacting over the telephone, all telephone conversations between you and the Bank will be recorded.

### IdenTrust Inc

IdenTrust Inc is the entity incorporated in the United States of America which operates the IdenTrust Scheme including provisioning of digital certificates and identity validation services (Visit the IdenTrust website or <https://www.identrust.com/>).

### Instructions

The instructions given to us by you using CommBiz, including CommBiz Mobile, to debit and/or credit certain accounts, stop cheques, electronically enter into and sign agreements and documents with us or perform other transactions or functions as agreed.

### Intellectual Property

Any logos, trademarks, marks, copyright, patents, designs, trade secrets, know-how, confidential information and circuit layouts that are incorporated in any NetLock Security Device or token or are provided to you to use in connection with CommBiz, including NetLock Security.

### Losses

Losses as a direct result of the circumstances set out in clause 4.11.

### Maintenance Request

Any request from you to the Bank to change the way your CommBiz Service operates including adding or changing the CommBiz Account Authorities, changing the authority of any Authoriser and adding an account to be accessed through CommBiz.

### Mandate Management Service

The central, secure database operated by NPP Australia Limited of Payment Agreements.

## Part 17: Meaning of words

### Mobile device

The compatible internet connected device (for example a compatible mobile phone or tablet device) you use to access CommBiz Mobile. The types of compatible devices may vary from time to time and are listed on our website.

### NameCheck

The technology we may use when you make a payment using a BSB and account number to:

- give you a view on the likelihood that the account name you enter matches the account.
- prompt you to take further steps to ensure you are paying the intended recipient.

NameCheck does not confirm that the name actually matches the account.

### NetLock Security device

NetLock Security Device is the hardware device provided to you to access and use NetLock Security and that contains data information about you including, but not limited to your keys.

### Organisation ID

An identifier for Business PayID<sup>®</sup> registration that includes the company/organisation name.

### Payment Initiator

An approved payment service provider who, whether acting on behalf of you or a Merchant, is authorised by you to initiate payments from your account.

### PayID<sup>®</sup>

An identifier you can register to receive payments, by linking your bank account to a memorable piece of information, such as your phone number, email address, ABN, ACN or Organisation ID. PayID<sup>®</sup> is also the name of the service that enables direct payment through this identifier so you can send payments to a PayID<sup>®</sup> without the need to remember BSB and account numbers. PayID<sup>®</sup> is a registered trademark of NPP Australia Limited.

### PayTo<sup>®</sup>

The service which enables us to process NPP Payments from your account in accordance with and on the terms set out in a Payment Agreement you have established with a Merchant or Payment Initiator that subscribes to the service. PayTo<sup>®</sup> is a registered trademark of NPP Australia Limited.

### Private Key

Your private key that must only be known by you or your User.

### Proscribed Person

A person who appears to us either a) to be a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth); b) to be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism; (c) to appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or (d) to act on behalf, or for the benefit of, a person listed in subclauses (a) – (c).

### Public Key

Your public key that can be made public to carry out transaction using NetLock Security.

### Security Identification

All log-on identity, passwords, key encryption numbers and any other tokens (including any PIN codes used to generate a token password) or devices used from time to time to access CommBiz and effect Transactions. If you are a NetLock User, Security Identification also includes NetLock Security Device.

### Service Delegate

A person who is nominated by you to electronically authorise Maintenance Requests.

### Service Request

Any request from you to the Bank, to initiate and/or authorise service activity on your banking products which would traditionally require branch or banker assistance, including account address changes and managing cheque books.

### Subsidiary

Has the same meaning as in Section 9 of the Corporation Act (Cth);

### Third Party Account

An account, owned by another person or an entity that is not:

- the same legal entity as you; or
- a subsidiary of yours; or
- if you are a subsidiary of a parent company, the parent company or another subsidiary of that parent company.

## Part 17: Meaning of words

### Transact

Transact also includes advance or transfer funds or provide financial accommodation on accounts pursuant to electronic instructions given by any Authoriser, according to CommBiz Authority form.

### User

A person who has been given authority, by you or your Administrator, to access CommBiz including View or Create Users.

### We, our, ours, us

Commonwealth Bank of Australia ABN 48 123 123 124.

### You, your, yours

The customer who completed the CommBiz Application, the customer's executors, Administrators, assigns and any agent appointed by the customer from time to time.

## 17.1 Interpretation

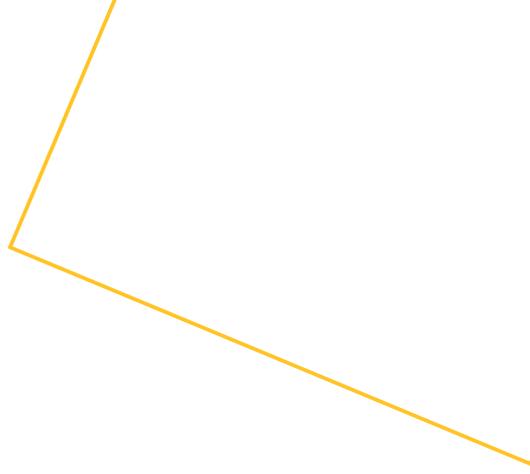
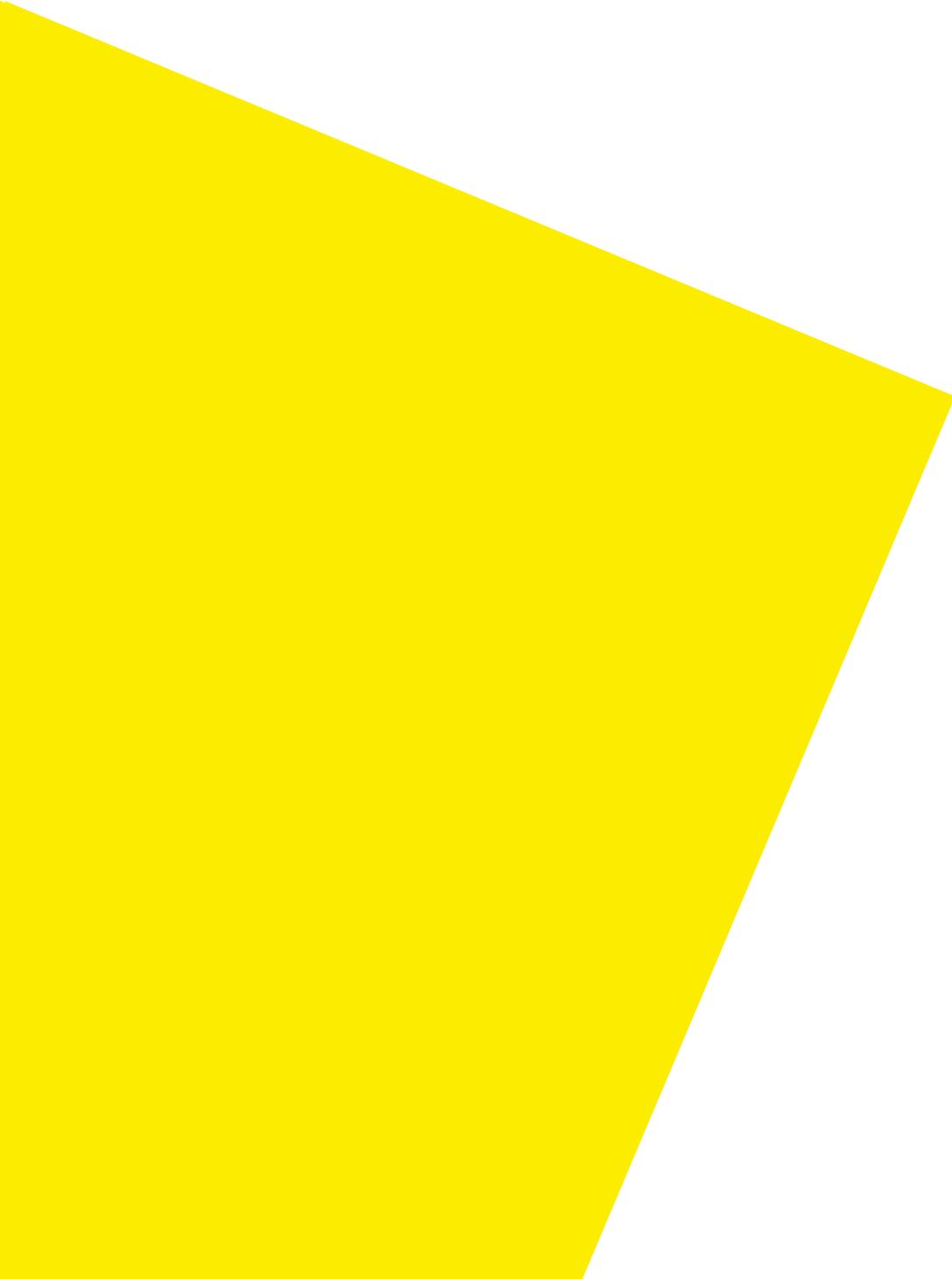
In this agreement:

- words imparting any gender include each other gender
  - the word person includes a firm, a body corporate, an unincorporated association or partnership
  - the singular includes the plural and vice versa
  - where one or more customers are parties to this agreement, the expression "you", "your", "yours" shall include each or any of them
  - where one or more persons are parties to this agreement each person shall be bound jointly and severally by these Terms and conditions
  - headings are inserted for the sake of convenience of reference only and do not affect the interpretation of this agreement.
-

This page is intentionally left blank.

This page is intentionally left blank.

This page is intentionally left blank.



004-634 290723