

Product Disclosure Statement

Effective July 2014

This document must be read in conjunction with the Arab Bank Australia Limited Account Features and Charges booklet. Together they form the Product Disclosure Statement for the products set out in this document.

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1. Introduction

This document applies to your account and any non-cash payment facilities provided by us to you that is related to your account, along with general information about our banking services. This document must be read in conjunction with the Arab Bank Australia Limited Account Features and Charges booklet. Together they form the Product Disclosure Statement ("PDS").

This is an important document, which is designed to assist you to make an informed decision as to which financial product best suits your needs. You should read and understand these terms and conditions and any other terms and conditions we give you that apply to your account or non-cash payment facilities, as it governs the operation of your account and sets out your rights and obligations.

All information provided in this document is general and does not take into account your individual objectives, financial situation or needs.

Please contact us if you do not understand, or are unsure about any aspect of this document.

1.1. Defined terms

A reference in this Product Disclosure Statement ("PDS") to the "Bank", "we", "us" or "our" means Arab Bank Australia Limited ABN 37 002 950 745 Australian Financial Services Licence Number 234563. Our contact details are set out in section 14.

Other defined terms used in this PDS have the meanings set out in section 13 unless the term is otherwise defined within the text of this PDS.

1.2. Services described in this PDS

The terms and conditions in this PDS govern the use of the following accounts and related non-cash payments facilities:

Accounts:

- Term Deposits;
- Cash Management Accounts;
- Online Savings Accounts;
- Statement Accounts (Including Student Accounts);
- Cheque Accounts (Standard and Premium Business);
- Passbook Accounts (Including Best Buddies Accounts); and
- Cash Margin Accounts;

Non-cash payment facilities:

- ATM/EFTPOS Card;
- Visa Debit Card;
- Internet Banking including BPAY®;
- Telegraphic Transfers, Drafts, Bank Cheques; and
- Direct Debits and Periodical Payments.

1.3. Application of this PDS

If you have an existing account with us, the terms of this PDS will apply 30 days after you receive notice of this PDS.

If you are opening a new account, this PDS will apply to that account immediately.

We limit our liability to the maximum extent permitted by law in relation to terms implied by law which cannot be excluded.

1.4. Changes to these terms and conditions

We may decide to change the fees, interest rates or other terms and conditions applicable to your account, Card or other non-cash payment facility at any time. You agree to the following means and timing of changes:

Type of Change	Time Frame	Method of Notification
New fee introduced for an existing product	30 days in advance	In writing or electronically
Increase in an existing fee or charge	30 days in advance	In writing, electronically or through an advertisement in a major newspaper
Increase in your liability for losses relating to use of your Visa Debit Card	30 days in advance	In writing, electronically or through an advertisement in a major newspaper
Change in the minimum balance to which an account keeping fee applies	30 days in advance	In writing, electronically or through an advertisement in a major newspaper
Change in daily or periodic transaction limits applying to use of your Visa Debit Card	30 days in advance	In writing, electronically or through an advertisement in a major newspaper
An alteration to the method of calculating interest or the frequency interest is debited or credited to your account	30 days in advance	In writing, electronically or through an advertisement in a major newspaper
Change in the interest rate	On or before the date the change takes effect	In writing, electronically or through an advertisement in a major newspaper
Any other change to a term and condition applicable to your account or Visa Debit Card	On or before the date the change takes effect	In writing, electronically or through an advertisement in a major newspaper
Changes to the terms applicable to Internet Banking	On or before the date the change takes effect	Internet or electronically
Government changes	In advance of the change, or as soon as practicable afterwards, unless the change has been publicised by a government agency, government or representative body	In writing, electronically or through an advertisement in a major newspaper

By “electronically”, we mean by:

- where permitted by law, electronic communication to your nominated electronic or email address; or
- making particulars of the changes available at our website

You acknowledge that you are responsible for ensuring that the personal and contact details that you supply to us are accurate and up to date, including your e-mail address(es).

We need not give you any notice where a change has to be made to maintain or restore the security of our systems or an Account.

1.5. Code of Banking Practice

The relevant provisions of the Code of Banking Practice 1993 apply to the banking services set out in this PDS (as defined in the Code of Banking Practice 1993).

2. Opening an account

Your agreements with us are governed by, and will be construed in accordance with the laws of Australia. Disputes arising from these agreements shall be litigated in the jurisdiction of Australia.

If you are an existing Arab Bank Australia customer you are able to open a new account through Internet Banking. All you will need is your Internet ID number. If you do not have Internet Banking access please refer to our PDS section “10- Internet Banking terms and conditions”

2.1. Identification

To open an account you must identify yourself in accordance with the Federal law. You must provide any information and/or documentation we request.

The identification options we give you may differ from application to application.

2.2. Taxation

2.2.1. Tax File Number (“TFN”)

Accounts earning interest are subject to TFN legislation. It is not compulsory for you to provide your TFN or Australian Business Number (ABN). However, if you are an Australian resident and you choose not to provide your TFN or ABN, or a TFN exemption has not been supplied, we must deduct tax calculated at the highest marginal tax rate, plus the Medicare levy, from the interest earned. The amount of tax deducted will form part of your income tax similar to deductions made from wages or salary.

2.2.2. Australian non-resident withholding tax

Interest earned on accounts operated by non-residents is subject to Australian Government non-resident withholding tax.

2.2.3. Foreign Tax/Regulatory Authorities

We have legal obligations under Australian law pursuant to arrangements entered into by the Australian Government with overseas taxation and regulatory authorities, for example the United States Foreign Account Tax Compliance (FATCA) regulations. You acknowledge that if you fail to comply promptly with any request for information relating to your identity or tax status or documentation to be furnished, for example completion of Forms W9 or W8-BEN as issued by the United States Internal Revenue Service, we have the right, without limiting the general rights set out in clause 3.10, to close your accounts with the Bank. We may also withhold an amount from a payment to you if required to do so, and if we do, we will not reimburse you for the amount withheld.”

2.3. Joint/Multiple party accounts

If your account is held jointly with one or more other persons:

1. we may provide this PDS and any notices (including statements and changes to this PDS) by making them available to one of the joint holders only, at their address in our records; and
2. all joint holders will be deemed to have received the PDS or notice the day after it is sent to one of the joint holders. If one joint holder dies we may consider that the account is owned by the surviving joint holder(s).

WARNING:

If the account becomes overdrawn by one (or more) of the joint holders, each joint holder may be liable for payment of all or any part of the amount overdrawn.

2.4. Trust Accounts

We may open an account for you where you are acting and named as the trustee for one or more other persons. Examples include a parent holding an account for their children, a trustee holding an account on behalf of a club or the beneficiaries under a will.

2.5. How to open an account

There are 3 options available when opening an Arab Bank Australia account:

- 1) In person at any Arab Bank Australia branch:

When you apply; you must provide us with the following primary identification documents:

- Australian Driver Licence;
- Passport; or
- Citizenship certificate.

And the following non-primary documents:

- Medicare card;
- Credit card;
- Gas bill;
- Electricity bill;
- Current rates notices; or
- Your birth certificate.

One of the documents provided must contain your photograph. Some other documents may also be acceptable to establish your Identity. If you need assistance, please ask our staff.

- 2) Online using aba.apply:

The account must be in the name of individual and you must:

- be an Australian resident, or an Australian Citizen;
- have an Australian residential address; and
- be over 18 years of age.

If you are not an existing Arab Bank Australia customer we will need to verify your identity. We may do this electronically using secure and independent data sources. If we cannot verify your identity through the online processes, we will contact you to provide us with identification documents.

You must provide us with 3 of the following information or IDs:

- Australian Passport;
- Medicare Card;
- Australian Driver Licence (ACT, VIC or QLD) only;
- Australian Electoral Roll; and or
- White Pages (if applicable).

We will also need to obtain:

- Your date of birth;
- Your mobile phone number; and
- Your Email address.

The following products are available via Apply Online:

- Statement Account
- Cash Management Account
- Personal Online Savings Account

The terms and conditions applicable to the deposit accounts (refer to section 8) and the following terms and conditions will apply to your account(s).

Currency:

Account(s) must be opened and held in Australian Dollars.

Transactions/Features:

When you open an account via Apply Online you will not be eligible to receive a cheque book. If you wish to obtain a cheque book you may need to contact or visit our branches.

Making deposits

You can deposit money into your Arab Bank Australia account in the following ways:

- Electronic Funds Transfer (EFT);
- Salary credit;
- Payment from an Australian financial institution;
- Deposit a cheque.

Withdrawals:

A withdrawal above the agreed Internet Banking limit can only be affected by us on your behalf via:

1. a transfer made to an account that is held:
 - with another Australian domiciled financial institution; and
 - in the same name as the account from which the funds are to be withdrawn; or
2. a bank cheque made payable to the same name as the account from which the funds are to be withdrawn.

Fees and charges may apply. Refer to the Arab Bank Australia Limited Account Features and Charges booklet.

- 3) Downloading an application form from our website and submitting it via post.
If you are applying for deposit accounts; the account may only be opened and held in the name of one individual or two individuals jointly, in which case accounts must be operated severally.

The account must be held by you, if you

- are an Australian Citizen or an Australian resident;
- have an Australian residential address; and
- are over 18 years of age.

In addition, Term Deposits and Business Online Savings accounts may be opened for Australian proprietary companies and self managed superannuation funds by following the applicable procedures.

You must provide us with the following primary documents:

- Australian Driver Licence;
- Passport; or
- Citizenship certificate.

And the following non-primary documents:

- Medicare card;
- Credit card;

- Gas bill;
- Electricity bill;
- Current rates notices; or
- Your birth certificate.

One of the documents provided must contain your photograph. Some other documents may also be acceptable to establish your Identity. If you need assistance, please ask our staff.

The following products are available when downloading and completing the application form available on our website:

- Statement Account
- Cash Management Account
- Personal Online Saving Account
- Term Deposit

The terms and conditions applicable to the deposit accounts (refer to section 8) and the following terms and conditions will apply to your account(s).

Currency:

Account(s) must be opened and held in Australian Dollars.

Transactions/Features:

When you open an account via Apply Online you will not be eligible to receive a cheque book. If you wish to obtain a cheque book you may need to contact or visit our branches.

Making deposits

To deposit money into your Arab Bank Australia account by either:

- Electronic Funds Transfer (EFT);
- Salary credit;
- Payment from an Australian financial institution;
- Deposit a cheque.

Withdrawals:

A withdrawal above the agreed Internet Banking limit can only be affected by us on your behalf via:

1. a transfer made to an account that is held:
 - with another Australian domiciled financial institution; and
 - in the same name as the account from which the funds are to be withdrawn; or
2. a bank cheque made payable to the same name as the account from which the funds are to be withdrawn.

Fees and charges may apply. Refer to the Arab Bank Australia Limited Account Features and Charges booklet.

2.6. Reserve to decline an Application

We reserve the right to decline any application.

2.7. Financial Claims Scheme disclosure

The Financial Claims Scheme provides a guarantee of funds deposited with an authorised deposit-taking institution (ADI) such as Arab Bank Australia Ltd.

In the event that an ADI becomes insolvent, as the account holder, you may be entitled to payment under the Financial Claims Scheme.

Access to the scheme is subject to a limit for each depositor.

More information about the scheme can be obtained from the APRA hotline on 1300 13 10 60 or the APRA website at <http://www.apra.gov.au>

3. Operating an account

3.1. Authorised signatories

You are the only authorised person to operate the account; however, where an account is held in joint names, you and the joint account holder are authorised to operate the account.

You can nominate the person(s) authorised to operate the account by completing an "Account Operating Authority" form and submitting it at your nearest branch. (Note that restrictions apply to website applications).

By signing an Account Operating Authority you instruct us to allow the authorised signatories to operate on your account and to conduct transactions in accordance with the Account Operating Authority including but not limited to withdrawing funds from the account.

If you have a joint account you may choose for any one joint account holder or authorised signatory to severally operate the account or for two or more joint account holders or authorised signatories to jointly operate the account.

If an authorised signatory receives notices of changes of terms and conditions, then the account holder is deemed to receive the notice.

The holders of any account are liable (jointly and severally if there is more than one holder) for all liability incurred as a result of operations on the account.

We can amend the authorised signatories to an account only on receipt of a written authorisation from the existing account holder(s) to effect such a change.

3.2. Deposits and withdrawals

Deposits to and withdrawals from accounts are required to be in the same currency as the account. See section 8 of this PDS for the currencies available for each product. Cash withdrawals and deposits may be subject to a cash handling fee.

Deposits

Term deposits have specific terms and conditions for depositing, withdrawing or transferring money. For more details, please see section 8.

For all other accounts, you can make a deposit to your account:

1. in person at any of our branches;
2. in person at any third party/agent as approved by us; (Note that restrictions apply to website applications);
3. by mail;
4. by arranging an automatic deposit of salary or other income including pension, dividend or family allowance payments*;
5. by transferring funds electronically using our electronic banking facilities* (conditions may apply, please see section 10 for more information on Internet Banking); or
6. by arranging electronic credits from other financial institutions*.

(*not applicable on all accounts, a list of accessible accounts is available by visiting our website, referring to Arab Bank Australia Limited Account Features and Charges Booklet or the relevant section in this document)

There is no maximum amount that can be deposited to an account; however, we reserve the right to set a maximum amount of deposit on any account at any time with immediate effect. Cheques are more fully dealt with below.

Withdrawals

Term deposits have specific terms and conditions for withdrawing or transferring money. For more details, please see section 8.

Unless otherwise noted in the specific terms applicable to your account, and subject to your account containing sufficient cleared funds, you may withdraw money from your account:

1. in person at any of our branches;
2. in person at any third party/agent as approved by us;
3. if your account has a cheque facility, by cheques printed or approved by us;
4. through a pre-arranged debit such as a periodical payment*;
5. if your account is linked to an ATM/EFTPOS Card and/or Visa Debit Card (see section 3.5 below):
 - at any ATM; or
 - through an EFTPOS terminal;
6. if your account is a "Linked Account" through Internet Banking (conditions may apply, please see section 10 for more information on Internet Banking).

(*not applicable on all accounts, a list of accessible accounts is available by visiting our website, referring to Arab Bank Australia Limited Account Features and Charges Booklet or the relevant section in this document)

Cash withdrawals over the counter at any of our branches for more than \$2,000 have to be arranged with the branch one day before.

All you have to do is call the branch a day before you intend to withdraw the cash and inform them of the amount. Withdrawals from your account can then be made by you or any authorised signatories to the account in the usual way.

Foreign currency deposits and withdrawals

Cash withdrawals from foreign currency accounts are subject to availability of that foreign currency. Upon a foreign currency cash withdrawal, the foreign currency will be converted to Australian currency and then converted back to the foreign currency. You may receive a lower amount of foreign currency due to the difference in the exchange rates applied.

Upon foreign currency cash being deposited to the foreign currency account, the funds will be converted to Australian currency and then converted back to the foreign currency. A lower foreign currency amount may therefore be credited to your account, due to difference in the exchange rates applied.

We have the discretion to refuse to accept cash deposits in a foreign currency.

Periodical payments

The terms and conditions of use of your account may allow you to make arrangements for us to make regular periodical payments to another account (periodical payment). Refer to Arab Bank Australia Limited Account Features and Charges Booklet for a list of those accounts which have such a facility.

We will only make a periodical payment if your nominated account has sufficient cleared funds for the payment before the start of business on the scheduled date of payment. If your account has insufficient cleared funds, we may check your account again during the next five Business Days. The payment will be made if funds are available when checked during that period. The payment will only be made from your nominated account. We will not check any other account you may have for available funds.

The order of payment from or drawing on your account is at our discretion. If the payment falls on a day that is not a Business Day, it will be made on the next Business Day. We may vary the amount of a periodical payment where your authority to make the payment has been given in connection with the repayment of a credit arrangement with us.

You may stop, vary or cancel a periodical payment if you notify us in writing at least two Business Days before the payment is scheduled to be made. We may charge you a fee if there are insufficient funds in your nominated account to make the payment.

Direct debits

The terms and conditions of use of your account may allow for your account to be debited and the amount paid to a service provider or merchant (direct debit). Refer to Arab Bank Australia Limited Account Features and Charges Booklet for a list of those accounts which have such a facility.

We will only make a direct debit payment if your nominated account has sufficient cleared funds for the payment before the start of business on the schedule date of payment. The payment will only be made from your nominated account. We will not check any other account you may have for available funds. The order of payment from your account is at our discretion.

We may charge you a fee for providing this service.

A Direct Debit may be stopped or cancelled before the payment is made. You should address your request for stopping or cancelling a direct debit directly to the service provider via which you have authorised the payment to be made.

We may charge you a fee if there are insufficient funds in your nominated account to make the payment.

Timing of withdrawals and deposits

Generally, all transactions on your account other than Internet Banking and BPAY® transactions will be processed to your account on the same day that they are made provided that they are made before 4.30pm, Monday to Thursday and before 5.00 pm on Fridays (excluding national public holidays).

Transactions made after this time will generally be processed on the next Business Day.

If your direct debit or periodical payment falls on a day that is:

- a Business Day; or
- the first day monthly; or
- the last day monthly

it will be processed on that day.

If a scheduled payment falls due on a non-Business Day, it will be made on the next Business Day. However, in the event before the next Business Day occurs, there is:

- a first day monthly; or
- a last day monthly

occurring, then the payment will be processed on that day.

To the maximum extent permitted by law, we will not be liable for any loss or damage, including consequential loss or damage, suffered because of a disruption to banking services.

This disclaimer of liability does not apply to electronic banking transactions where the terms and conditions in section 10 apply. This disclaimer is in addition to, and does not restrict, any other provisions contained in these terms and conditions which limit our liability.

3.3. Cheques

Clearance

If you deposit a cheque into your account you cannot draw on the funds deposited until the cheque has been cleared. This usually takes three Business Days but it may take longer.

We can arrange special clearance of cheques which means cheques deposited into your account will be cleared faster than normal. However, a service fee will apply.

Cheques can be lost during clearance. If your cheque(s) could not be located, your account will be debited for the value of the cheque(s). We will contact you and advise you of the loss of the cheque(s) and of the reversal of the cheque(s) value from your account and we will ask you to arrange for a replacement cheque to be issued.

Dishonour

At our discretion, a cheque may be dishonoured where:

1. the cheque is unsigned;
2. the cheque is more than 15 months old;
3. the cheque has been altered and the alteration has not been signed;
4. the cheque bears a date in the future;
5. there are insufficient cleared funds in the account of the drawer;
6. the cheque has been stopped;
7. there is a mismatch in the words and amount shown on the cheque;
8. the cheque is incomplete;
9. we have been advised of the mental incapacity, bankruptcy or death of the drawer;
10. there is a legal impediment to payment;
11. the cheque appears to be fraudulent; or
12. the account of the drawer is closed.

A Cheque Dishonour Fee may be charged.

If a cheque you deposit to your account is dishonoured, your account will be debited with the amount of the cheque and you may also be charged a Deposited Cheques Returned Dishonoured Fee.

Directions on cheques

Directions on cheques may be used to safeguard yourself and the payee.

1. **Crossed cheques**
If you put two parallel lines across a cheque you are directing us that the cheque must be paid into an account with a financial institution and not cashed.
2. **Not negotiable**
By printing the words "not negotiable" between the two parallel lines drawn on your cheque, you are directing that the cheque cannot be transferred to another person. If a cheque is stolen then the thief, and any person receiving the cheque from the thief, may not bank the cheque as they are not the person named on the cheque as the payee.
3. **Account payee only**
By writing these words on your cheque between the parallel lines, you are directing us to collect and to pay the cheque only into the account of the person named on the cheque.
4. **"Or Bearer" or "order"**
The words "or bearer" on a cheque mean that we may pay the cheque to whoever has possession of it. If you delete these words or write in the words "to order" the cheque becomes an "order" cheque. If a cheque is payable "to order" it means that the payee can only transfer the cheque to another person by first signing on the back of the cheque.

Tips for cheque security

Your chequebook is valuable, and you should keep it in a safe place. Do not give your cheque forms to any other person for their use and do not give blank signed cheques to any other person.

In drawing your cheque, do not leave gaps between the words or spaces at the beginning or end of a line. Do not use pencil or erasable ink. Only sign the cheque when it is completed. Always write in the amount of the cheque in words as well as in figures. Check your bank statements regularly to reconcile cheques drawn on your account.

If your chequebook is stolen you must notify us immediately and request us to put a stop payment on the relevant cheques by reference to their serial numbers. You must also provide us with written notification of the loss of your chequebook. In the event that the chequebook is found, these cheques can be reactivated once your written authorisation has been provided to us.

If you lose a cheque written by you, you should put a stop order on the cheque (see below) and tell the person to whom the cheque is payable.

WARNING:

It is important to safeguard all your payment instruments including Cards, cheques and pass books. Please notify us immediately of loss or theft. If you do not inform us that your payment instruments have been lost or stolen you may be liable in relation to transactions using them, even though they are made without your authority.

Stopping payment on a cheque

You can place a stop payment on a cheque before we have cleared it or paid the funds to the payee. You must contact your branch with the following details:

1. the account name and the account number;
2. the date of the cheque;
3. the amount of the cheque;
4. the name of the payee; and
5. the cheque number.

We may charge a fee for stopping a cheque.

Bank cheques

Please see section 12.4 for more information on bank cheques.

3.4. Interest

If you are entitled to interest on your account, details of the applicable interest rates are available on request:

1. at any of our branches; or
2. by visiting our website at www.arabbank.com.au

Some accounts have tiered rates of interest. This means that you will earn different rates of interest depending on the balance of your account. If your account balance is above a certain level, a higher rate of interest will be paid on the whole balance.

3.5. Electronic banking

These are banking facilities that provide you with access to your funds via Card access and Internet Banking access.

A Card may be issued to you upon request for electronic banking. Refer to Arab Bank Australia Limited Account Features and Charges Booklet for a list of all accounts that provides Card access.

You may also transact on certain accounts using the Internet Banking service. Some customers may only have view access to their account; that is, no transactions may be conducted using Internet Banking. A list of accessible accounts is available by visiting our website, referring to Arab Bank Australia Limited Account Features and Charges Booklet or the relevant section in this document.

Matters of importance to you in relation to electronic banking transactions (electronic funds transfers); Cards and Internet Banking are contained in sections 9, 10, 11 and 12.

Electronic banking services may attract a charge.

3.6. Statements

The product you select may provide for a statement to be issued to you. We will send you a statement of account for your account unless some other form of recording transactions is agreed.

If we send you statements of account, we will send them as frequently as agreed between you and us. Printed account statements are generally mailed within five Business Days. You should check the

transactions on your statement and contact us immediately if you have reason to believe that there is an error or an unauthorised transaction(s) on your statement.

You may elect to vary the statement printing frequency of your account at any time by contacting one of our branches. If we agree to vary the frequency of your statement a fee will apply.

You may also request a statement at any time. A fee will be payable in relation to a statement issued at your request and it may take up to five Business Days to provide you with the statement. Additional copies of statements may also be requested and a fee will be payable.

3.7. Overdrawn accounts

We do not agree to provide any credit in relation to your account without prior written agreement. You must not overdraw your account without such a written arrangement. When and if an account becomes overdrawn we will charge your account with interest. Interest is calculated daily on the balance using the overdraft rate plus a margin. You can find out the current overdraft rate and the margin by calling any of our branches.

WARNING:

We advise you to promptly inform us if you are in financial difficulty.

3.8. Bank's rights to combine accounts

Without prior arrangement with us, your deposit account(s) should not be overdrawn at any time. If any deposit account is overdrawn we reserve the right to, without notice, combine your accounts or transfer sufficient moneys from other accounts held by you with us to the overdrawn account so we can clear the debit balance. Should we do this you will be notified as soon as possible in writing at the address shown on our records. Note also that we reserve the right to charge to any account you hold with us any bank fees, government charges, taxes or duties imposed on transactions conducted, which relates to a particular account.

3.9. Change of name, address, signatories

It is very important that you notify us promptly of any changes in your name or address. If you wish to change the person(s) authorised to operate your account(s), you must contact us and complete the appropriate documents. We will not be responsible for any errors associated with account changes where we have not received adequate prior notice.

3.10. Closing an account

Accounts, other than Term Deposits, Cash Margin Accounts or any accounts held as security, may be closed at any time at your request. In exceptional circumstances you may request us to consider closing a Term Deposit before its maturity date; however, special conditions will apply if we approve the closure and a fee may be charged. Please see section 8 for more details.

You or any authorised person may close your account at the branch where your account is held. The credit balance in the account plus deposit interest (if applicable) less any accrued fees, debit interest, authorised transactions that have yet to be processed by us and Government charges applicable up to the closing date will be paid to you.

Where your account was opened online, any credit balance in the account plus deposit interest (if applicable) less any accrued fees, debit interest, authorised transactions that have yet to be processed by us and Government charges applicable at the date of closing can only be remitted to an account that is held:

1. with another Australian domiciled financial institution; and
2. in the same name as the closed account.

Any part of your account which is not cleared funds will not be available until it is cleared. If your account has a debit balance; the balance plus all accrued interest, fees and charges are payable by you.

We reserve the right to return any cheques presented for payment after the account has been closed. When the account is closed you must return to us any unused cheques, the current passbook (if any) and any Cards authorised for use on the account.

We have the right to close the account due to your unsatisfactory conduct or for any reasons we deem appropriate. We will notify you in writing at the address shown on our records of any decision to close your account and forward to you a bank cheque for the net credit balance of the account.

3.11. Inactive accounts

Your account becomes inactive (dormant) if you do not make a deposit, withdrawal or transfer for a continuous period of one year (Term Deposits excluded). Where applicable an account keeping fee is still payable on dormant accounts. We reserve the right to close the account without notifying you.

3.12. Unclaimed money

In accordance with Federal law, funds in your account are treated as unclaimed money when the account has not been transacted on by you, either by making a deposit or withdrawal (excluding any non-customer initiated transactions such as interest or charges) for the prescribed period currently three years and where there is \$500 or more in the account. In such a case the account is closed and moneys are sent to the Australian Securities and Investments Commission or other Government agency, as directed from time to time.

3.13. Foreign currency

We advise that the Australian Dollar equivalent value of all foreign currency accounts fluctuates on a daily basis. There is risk that an amount of a foreign currency will decrease if it is used to purchase another currency and the amount of that other currency so purchased is later used to re-purchase the original currency. That is, the amount that you re-purchase may be less than the original amount you held because the exchange rate has fluctuated.

4. Fees and charges

All accounts are subject to specific account fees and charges. Other general fees and charges may also apply to your account for other services or account activity. We offer fee free transaction banking on some accounts under certain conditions.

For information about specific account and general fees and charges please refer to the Arab Bank Australia Limited Account Features and Charges booklet. This booklet is available from any of our branches or online at www.arabbank.com.au

5. Problem resolution

If you believe an error has been made, or if you have a concern or complaint about a service, please notify us by contacting any of our branches or calling 1800 646 484 between 9:00am – 5:00pm AEST Monday to Friday and we will attempt to resolve the issue.

Alternatively, if you are using our Internet Banking, you can contact us via Secure Mail.

To assist in obtaining a quick resolution, you must be clear and provide accurate information in regards to your concerns or enquiry. If your problem is not or cannot be resolved to your satisfaction, you may make a complaint by either completing our complaint form detailing the problem, or if you do not wish to complete our form, we will take down details of your complaint. You are responsible for the disclosure of all relevant information available to you regarding the issue.

For more information about our process for dealing with complaints, including the time frame within which complaints are normally dealt with, please refer to our website at www.arabbank.com.au

If you are not satisfied with the outcome, you may contact a dispute resolution scheme, the Financial Ombudsman Services at:

Financial Ombudsman Services

GPO Box 3

Melbourne VIC 3001

Telephone: 1300 780 808

Fax: 03 9613 6399

Internet: www.fos.org.au

Email: info@fos.org.au

6. Privacy and confidentiality

We are bound by general law obligations of confidentiality in relation to your dealings with us. In addition we are subject to statutory obligations of privacy, in particular under the Privacy Act 1988. The Privacy Notice annexed to and forming part of this PDS sets out our rights and obligations under the Privacy Act.

6.1. Collection, Use and Disclosure of personal information

Arab Bank Australia Limited ('we', 'us', 'our') ACN 37 002 950 745 requires personal information including information provided by you before, during or after the provision of our products and services to you to open and conduct an account and to provide you with our products and services.

Wherever possible, we will collect personal information (including credit information) directly from you. We may also collect personal information about you from third parties, such as any referees that you provide, or introducers who may have referred you to ABAL.

We will also need to collect this information necessary to comply with our laws and regulatory obligations such as the Anti Money Laundering and Counter Terrorism Financing Act.

For products or services involving the provision of credit, collection, use and disclosure of personal information will arise in the course of assessing your application for consumer or commercial credit or to be a guarantor for the applicant, assessing your credit worthiness, managing your loan or the arrangements under which your loan is funded or collecting overdue payments.

If you do not provide all relevant personal information then we will be unable to process your application for credit or provide you with our products and services.

We may use the information provided by you for account administration, planning, product development and research purposes, as well as for the purpose of prudential and compliance management within the organisation.

6.1.1. What information can be disclosed?

The Privacy Act allows us and other applicable persons to disclose personal information about you when related to the primary purpose for which it was collected. Personal information may include:

- credit information such as details to identify you and verify your identity, such as your name, sex, date of birth, current and previous addresses, your current and last employment, your identification documents details, complaints details.
- the fact that you have applied for credit and the amount or that we are a current credit provider to you, or that you have agreed to be a guarantor
- advice that payments previously notified as unpaid are no longer overdue

- information about your current or terminated consumer credit accounts and your repayment history
- payments overdue for at least 60 days and for which collection action has started
- in specified circumstances, that in our opinion you have committed a serious credit infringement
- the fact that credit provided to you by us has been paid or otherwise discharged; and
- other information about credit standing, worthiness, history or capacity that credit providers can disclose under the Privacy Act, including a credit report.

Your sensitive information (e.g. membership of a professional or trade association) may also be disclosed where relevant to the purposes for collecting it.

6.1.2. To whom can we give or obtain information?

For the purpose of account opening and providing products and services to you and managing our business, we may give information to:

- external service providers to us, such as organisations which we use to verify your identity, to open the account or provide the product or service applied for, payment systems operators, mailing houses, and research consultants
- members of the Arab Bank Group;
- insurers and re-insurers, where insurance is provided in connection with our services to you;
- debt collecting agencies, if you have not repaid a debt as required;
- our professional advisors, such as accountants, lawyers and auditors;
- state or territory authorities that give assistance to facilitate the provision of home loans to individuals;
- other credit providers and their professional advisors;
- your representative, for example, lawyer, mortgage broker, financial advisor or attorney, as authorised by you; or
- government and regulatory authorities, if required or authorised by law; or
- Credit reporting bodies and external dispute resolution schemes

In addition, in connection with providing credit to you, we and the credit providers mentioned below may:

- obtain a commercial and consumer credit report containing personal information about you from a credit reporting body;
- obtain personal information about you from your employer and any referees that you may provide;
- exchange credit information about you with each other; and
- exchange credit information about you with any credit reporting body and any other provider of credit to you named in your credit application or credit report from a credit reporting body

Credit providers can mean us, our related companies, any introducer, dealer or broker referred to in a loan application, and other entities that may be involved in a securitisation arrangement which we use to fund your loan and any loan originator.

6.2. Overseas disclosure

We may disclose your personal information within the Arab Bank Group, to our parent entity Arab Bank plc incorporated in Jordan. The information shall only be disclosed for the purposes set out in this document and an agreement is in place with our parent that it will observe the Australian Privacy laws.

6.3. Information about credit reporting bodies

If you apply for or hold any kind of credit with us, we may disclose information about you to a credit reporting body. That includes disclosing that you are in default under a credit agreement or have committed a serious credit infringement, if that is the case. Specifically, we may disclose information to or collect information from Veda Advantage, whose privacy policy and contact details are at www.veda.com.au. Credit reporting bodies collect credit information about individuals which they

provide as credit reports to credit providers and others in the credit industry to assist them in managing credit risk, collecting debts and other activities.

You can also ask a credit reporting body not to use or disclose your personal information for a period if you believe on reasonable grounds that you have been or are likely to be a victim of fraud, including identity fraud.

6.4. Lenders' mortgage and trade insurers

In connection with providing credit to you, a lenders' mortgage insurer or a registered trade insurer may obtain credit information about you from a Credit Provider or from a credit reporting body to assess whether to provide lenders' mortgage insurance to us in relation to an application for consumer credit, or whether to provide trade insurance to us in relation to an application for commercial credit.

6.4.1. Guarantors

In connection with providing credit to you, the Credit Providers may give a guarantor, or a person who is considering becoming a guarantor, credit information about you for the purpose of enabling the guarantor to decide whether to act as guarantor or to keep informed about the guarantee.

6.5. Personal information about third parties

You represent that, if at any time you supply us with personal information about another person (for example a referee), you are authorised to do so; and you agree to inform that person who we are, how to contact us, and how to obtain our Privacy Policy, and that we will use and disclose their personal information for the purposes set out in this Notice and that they can gain access to that information by contacting us.

6.6. Privacy policy and access

Our Privacy Policy provides additional information about how we collect and handle your personal information. It contains information about circumstances where collection of personal information may be required or authorised by law. It also explains circumstances where information may be collected from persons other than you.

Our Policy sets out how you can ask for access to personal information we hold about you and seek correction of that information. It also explains how you can complain about a breach of the Privacy Act or the Credit Reporting Code of Conduct, and how we will deal with your complaint. Our Privacy Policy can be located at www.arabbank.com.au. We will give you a copy of our Privacy Policy on request.

You can request to access and update your personal information during ordinary business hours by contacting anyone who handles your banking or at

Mail: P. O Box N645, Grosvenor Place Sydney NSW 1220

Email: Service@arabbank.com.au

Telephone: 1800 646 484 – Overseas callers: +61 2 9377 8900 Fax 612 9221 5428

7. Anti-money laundering, anti-terrorism

You agree that we may delay, block or refuse to process any transaction, if we have reasonable grounds to believe that the transaction may breach any laws in Australia or any other country or may involve the proceeds of, or be applied for the purposes of, unlawful conduct. You further agree that we will incur no liability to you or any other party involved in the transaction if such actions are taken.

You agree to provide all information to us which we reasonably require in order to meet our legal and regulatory obligations. You also agree that we may disclose any information concerning you, where required to by any laws in Australia or any other country.

Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering this agreement. You must not initiate, conduct or effect a transaction that may be in breach of any law in Australia or any other country. You will be liable for and must indemnify us against any loss or costs arising from any such transaction or attempted transaction.

8. Deposit accounts

8.1. Term Deposit

a) Account opening

You may invest an amount in a Term Deposit for a term you choose between one month and five years (in monthly periods) for Term Deposits in Australian Dollars and between one and six months for other currencies. You may also select the actual maturity date of your deposit.

b) Interest

i. General

The interest rate will be fixed on and apply from the date of acceptance of the deposit by us, up to the maturity date of the deposit. Our standard published rates applicable on any day may be obtained by contacting any of our branches or by visiting our website at www.arabbank.com.au

Interest is accrued daily on the total daily deposit balance, and will be paid as follows:

- For Term Deposits with a term that is less than one year the Bank will pay the interest on the maturity date of the deposit.
On maturity you may choose to have interest paid as follows:
 - Re-invested with Term Deposit balance for a new Term Deposit;
 - Paid to your nominated Arab Bank Australia Limited transactional account held by you; or
 - Withdrawn.
- For Term Deposits with a term of greater than one year the Bank will pay the interest to your nominated Arab Bank Australia Limited transactional account held by you annually and on maturity.

ii. Term Deposits of A\$500,000 or more

At the time of making your deposit, you may negotiate with us the rate of interest payable on your Term Deposit, if it is A\$500,000 or more.

iii. Interest if early withdrawal

If we agree to a termination of a Term Deposit before its maturity date (see below) the interest payable to you will be adjusted. The interest adjustment applied will depend on the percentage of the original term elapsed:

Percentage of Term Elapsed	Adjustment to be applied as a % of the interest
0% to less than 30%	100%
30% to less than 40%	90%
40% to less than 60%	70%
60% to less than 80%	50%
80% to less than 100%	30%

The interest adjustment will apply to any accrued or paid interest to your Term Deposits.

Example

Australian Dollar Term Deposit of A\$25,000 for 90 days, at an interest rate of 5.50%p.a. with early withdrawal after 60 days requested.

1. Interest at the original interest rate, until the date of early withdrawal
(A\$25,000 * 5.50% p.a. / 365 days * 60 days) = A\$226.03
2. Less interest adjustment. The percentage of term elapsed is 67%
(60 days / 90 days * 100), therefore an adjustment of 50% will apply.
Therefore, the interest adjustment will be 50% of the interest earned in point 1.
The calculation is A\$226.03 * 50% = A\$113.01

Therefore, the interest that you will receive upon early withdrawal in this example is A\$113.02 (A\$226.03 less A\$113.01).

c) Record of account

At the time you make your deposit, we will issue you with a receipt. A computer generated Term Deposit Certificate will be mailed to you on the Business Day after you make the deposit.

d) Transactions/features

You may view your Term Deposit balance online but may not undertake online transactions in relation to your Term Deposit.

A Term Deposit is for a fixed term elected by you. However, you may terminate a Term Deposit early, by agreement with us, and at our discretion. Your interest entitlement will be reduced. Withdrawals may also be made at maturity. All deposits, withdrawals and variations to a Term Deposit are required in writing from you or any person(s) authorised to operate your account.

IMPORTANT:

At maturity, and unless written instruction from you (or the person(s) authorised to operate your account) is received by us, we will re-invest your Term Deposit for the same period as the original Term Deposit at the interest rate applicable on the day.

e) Currency

Term Deposits may be opened in Australian Dollars, US Dollars, Swiss Francs, Euros or British Pounds.

Please also refer to sections 3.2 and 3.13 which contain more information about currency that is relevant to Term Deposits.

8.2. Cash Management Account

a) Interest

Interest is calculated and accrued daily on the whole of the account balance. Interest is credited to the account monthly on the last day of the month.

The interest rate applicable to your Cash Management Account is tiered and therefore will vary from time to time, depending on the balance of your account. The interest rate may change at any time on or after a notice; refer to section 1.4 for method of notification. Current interest rates are available at our branches, or by visiting our website at www.arabbank.com.au

b) Record of account

You will be issued an account statement, in accordance with section 3.6.

c) Transactions/features

If you hold a Cash Management Account, you can elect to be provided with:

1. cheque book; and/or
2. an ATM/EFTPOS Card; and/or
3. a Visa Debit Card.

Use of the ATM/EFTPOS Card and Visa Debit Card is subject to the terms and conditions for electronic banking services contained in sections 3.5, 9 and 10.

Charges for Card usage:

1. within Australia will be debited to your account effective on the last day of the month; and
2. overseas will be debited to your account immediately when the Card is used.

You may apply for an overdraft facility connected to this account for business purposes. You may also access your Cash Management Account through the Internet, view balances online and transfer funds online, including transferring funds to third parties (conditions may apply, please see section 10 for more information on Internet Banking).

You may also make arrangements for periodical payments and direct debits from your Cash Management Account.

Fees and charges associated with the account and any applicable Government charges or debit interest will be debited on the last day of the month.

d) Currency

A Cash Management Account must be in Australian Dollars.

8.3. Online Savings Account

a) Interest

Interest is calculated and accrued daily on the whole of the account balance.

Interest is credited to the account monthly on the last day of the month.

The interest rate applicable to your Online Savings Account may be tiered and therefore may vary from time to time, depending on the balance of your account. The interest rate may change at any time on or after a notice; refer to section 1.4 for method of notification. Current interest rates are available at our branches, or by visiting our website at www.arabbank.com.au.

b) Record of account

You will be issued an account statement, in accordance with section 3.6.

c) Transactions/features

If you hold an Online Savings Account, you can elect to be provided with:

1. an ATM/EFTPOS Card; and/or
2. a Visa Debit Card.

Use of the ATM/EFTPOS Card and Visa Debit Card is subject to the terms and conditions for electronic banking services contained in sections 3.5, 9 and 10.

Charges for Card usage:

1. within Australia will be debited to your account effective on the last day of the month; and
2. overseas will be debited to your account immediately when the Card is used.

You may access your Online Savings Account through the Internet, view balances online and transfer funds online, including transferring funds to third parties (conditions may apply, please see section 10 for more information on Internet Banking).

You may also make arrangements for periodical payments and direct debits from your Online Savings Account.

Fees and charges associated with the account and any applicable Government charges or debit interest will be debited on the last day of the month.

d) Currency

An Online Savings Account must be in Australian Dollars.

8.4. Statement Account

a) Interest

You may choose not to receive interest on your Statement Account. For Australian Dollar accounts, where you have elected to receive interest, interest is calculated and accrued daily if the balance is \$2,000 or more. Interest will be paid on an Australian Dollar account on the whole of the balance provided it is \$2,000 or more. For any other currency other than Australian Dollars, interest is calculated and accrued daily regardless of the balance in the account; i.e. there is no minimum balance below which interest is not paid.

Interest is credited to the account monthly on the last day of the month. The interest rate applicable to your Statement Account is tiered and therefore will vary from time to time, depending on the balance of your account. The interest rate may change at any time after a notice; refer to section 1.4 for method of notification. Current interest rates are available at our branches or by visiting our website at www.arabbank.com.au

b) Record of account

You will be issued an account statement, in accordance with section 3.6.

c) Transactions/features

If you hold an Australian Dollar Statement Account, you can elect to be provided with:

1. an ATM/EFTPOS Card; and/or
2. a Visa Debit Card.

Use of the ATM/EFTPOS Card and Visa Debit Card is subject to the terms and conditions for electronic banking services contained in sections 3.5, 9 and 10.

Charges for Card usage:

1. within Australia will be debited to your account effective on the last day of the month; and
2. overseas will be debited to your account immediately when the Card is used.

You may access your Statement Account through the Internet, view balances online and if you hold an Australian Dollar Statement Account you may also transfer funds online, including transferring funds to third parties (conditions may apply, please see section 10 for more information on Internet Banking).

You may also make arrangements for periodical payments and direct debits from your Australian Dollar Statement Account.

Fees and charges associated with the account and any applicable Government charges or debit interest will be debited on the last day of the month.

d) Currency

Statement Accounts may be opened and held in Australian Dollars, US Dollars, Swiss Francs, Euros and British Pounds.

Please also refer to sections 3.2 and 3.13 which contain more information about currency that is relevant to Statement Accounts.

8.5. Student Account

a) Account opening

The Student Account is only available to secondary and tertiary students who are studying full time.

b) Interest

You may choose not to receive interest on your Student Account. Where you have elected to receive interest, interest is calculated and accrued daily if the balance is \$2,000 or more. Interest will be paid on the whole of the balance provided it is \$2,000 or more.

Interest is credited to the account monthly on the last day of the month. The interest rate applicable to your Student Account is tiered and therefore will vary from time to time, depending on the balance of your account. The interest rate may change at any time after a notice; refer to section 1.4 for method of notification. Current interest rates are available at our branches or by visiting our website at www.arabbank.com.au

c) Record of account

You will be issued an account statement, in accordance with section 3.6.

d) Transactions/features

If you hold a Student Account, you can elect to be provided with:

1. an ATM/EFTPOS Card; and/or
2. a Visa Debit Card.

Use of the ATM/EFTPOS Card and Visa Debit Card is subject to the terms and conditions for electronic banking services contained in sections 3.5, 9 and 10.

Charges for Card usage:

1. within Australia will be debited to your account effective on the last day of the month; and
2. overseas will be debited to your account immediately when the Card is used.

You may access your Student Account through the Internet, view balances online and transfer funds online, including transferring funds to third parties (conditions may apply, please see section 10 for more information on Internet Banking).

You may also make arrangements for periodical payments and direct debits from your Student Account.

Fees and charges associated with the account and any applicable Government charges or debit interest will be debited on the last day of the month.

e) Currency

A Student Account must be in Australian Dollars.

8.6. Standard Cheque Account

a) Interest

No interest is payable on a credit balance in a Standard Cheque Account. If, however, the Standard Cheque Account is in debit, then you will have to pay interest to us. Such interest will be calculated and accrued daily then debited to the account on the last day of the month (the rate of interest may be obtained from any of our branches).

b) Record of account

You will be issued an account statement, in accordance with section 3.6.

c) Transactions/features

If you hold a Standard Cheque Account, you can elect to be provided with:

1. a cheque book; and/or
2. an ATM/EFTPOS Card; and/or
3. a Visa Debit Card.

Use of the ATM/EFTPOS Card and Visa Debit Card is subject to the terms and conditions for electronic banking services contained in sections 3.5, 9 and 10.

Charges for Card usage:

1. within Australia will be debited to your account effective on the last day of the month; and
2. overseas will be debited to your account immediately when the Card is used.

You may access your Standard Cheque Account through the Internet, view balances online and transfer funds online, including transferring funds to third parties (conditions may apply, please see section 10 for more information on Internet Banking).

You may also make arrangements for periodical payments and direct debits from your Standard Cheque Account.

Fees and charges associated with the account and any applicable Government charges or debit interest will be debited on the last day of the month.

You may apply for an overdraft facility connected to your Standard Cheque Account for business purposes.

d) Currency

A Standard Cheque Account must be in Australian Dollars.

8.7. Premium Business Cheque Account

a) Interest

Interest is only payable where the balance in a Premium Business Cheque Account exceeds \$3,000. Interest will be paid on the entire balance, once the balance is in excess of \$3,000. The interest rate applicable to your Premium Business Cheque Account is tiered and therefore will vary from time to time, depending on the balance of your account. The interest rate may change at any time after a notice, refer to section 1.4 for method of notification.

Where interest is paid it is calculated daily and credited to the account on the last Business Day of each month. Current interest rates are available at our branches or by visiting our website at www.arabbank.com.au

b) Record of Account

You will be issued an account statement, in accordance with section 3.6.

c) Transactions/features

If you hold a Premium Business Cheque Account, you can elect to be provided with:

1. a cheque book; and/or
2. an ATM/EFTPOS Card; and/or
3. a Visa Debit Card.

Use of the ATM/EFTPOS Card and Visa Debit Card is subject to the terms and conditions for electronic banking services contained in sections 3.5, 9 and 10.

Charges for Card usage:

1. within Australia will be debited to your account effective on the last day of the month; and
2. overseas will be debited to your account immediately when the Card is used.

You may access your Premium Business Cheque Account through the Internet, view balances online and transfer funds online, including transferring funds to third parties (conditions may apply, please see section 10 for more information on Internet Banking).

You may also make arrangements for periodical payments and direct debits from your Premium Business Cheque Account.

Fees and charges associated with the account and any applicable Government charges or debit interest will be debited on the last day of the month.

You may apply for an overdraft facility connected to your Premium Business Cheque Account.

d) Currency

A Premium Business Cheque Account must be in Australian Dollars.

8.8. Passbook Account

a) Interest

You may choose not to receive interest on your Passbook Account. Where you have elected to receive interest, interest is calculated and accrued daily if the account balance is \$2,000 or more. Interest will be paid on the whole of the balance provided it is \$2,000 or more. Interest is credited to a Passbook Account twice a year.

The interest rate applicable to your Passbook Account is tiered and therefore will vary from time to time, depending on the balance of your account. The interest rate applicable to a Passbook Account may change at any time on or after a notice; refer to section 1.4 for method of notification.

Current interest rates are available at our branches or by visiting our website at www.arabbank.com.au

b) Record of account

A Passbook is issued at the time of opening the account. The Passbook is used to record all transactions on your account and must be presented when you make a deposit or withdrawal from your account. You do not receive a statement.

c) Transactions/features

Transactions on your Passbook Account must be conducted over the counter at any of our branches.

If you hold a Passbook Account, there is no facility for a cheque book, ATM/EFTPOS Card or Visa Debit Card. There is also no facility for arrangements for periodical payments or direct debits from such an account.

Fees and charges associated with the account and any applicable Government charges or debit interest will be debited on the last day of the month.

d) Currency

A Passbook Account must be in Australian Dollars.

8.9. Best Buddies Account

a) Account opening

The Best Buddies Account is an account designed for children under the age of 12 years. There is no minimum opening balance required for such an account and there are no transaction fees or account keeping fees applicable to the account.

b) Interest

You may choose not to receive interest on your Best Buddies Account.

Where you have elected to receive interest, interest is calculated on the whole of the balance of the account and paid twice a year. The interest rate applicable to your Best Buddies Account is tiered and therefore will vary from time to time, depending on the balance of your account. The interest rate may change at any time on or after notice; refer to section 1.4 for method of notification.

Current interest rates are available at our branches or by visiting our website at www.arabbank.com.au

c) Record of Account

A passbook is issued at the time the account is opened. You do not receive a statement.

d) Transactions/features

The passbook is used to record all transactions on your Best Buddies Account and must be presented when a deposit or withdrawal is made from the account.

If you hold a Best Buddies Account, there is no facility for a cheque book, ATM/EFTPOS Card or Visa Debit Card. There is also no facility for arrangements for periodical payments or direct debits from such an account.

The Best Buddies Account is exempt from Bank fees and Government charges.

e) Currency

A Best Buddies Account must be in Australian Dollars.

8.10. Cash Margin Account

a) Account opening

The Cash Margin Account is a deposit connected with a trade finance facility and is only available to you, if we have approved a trade finance facility for you. The Cash Margin Account is held to offset your trade finance facility with us and the minimum deposit will be an amount equal to the amount of the trade finance facility being provided to you.

b) Interest

The interest rate applicable at any time in respect of a Statement Account will also be applicable to a Cash Margin Account. The interest rate applicable to your Cash Margin Account is tiered and therefore will vary from time to time, depending on the balance of your account. Current interest rates are available at our branches, or by visiting our website at www.arabbank.com.au

Interest is calculated and accrued daily and paid by crediting to the account on the last day of the month.

c) Record of Account

You will be issued an account statement, in accordance with section 3.6.

d) Transactions/features

The account balance details may be viewed using the Internet, however the account is not a transaction account and relates specifically to the relevant trade finance facility to which it is connected. At the time of opening the account you will sign a deposit offset agreement so that the amount being credited to the Cash Margin Account can be applied against the trade finance facility amount.

Account keeping fees and transaction fees do not apply to Cash Margin Accounts.

e) Currency

Accounts may be in Australian Dollars or US Dollars.

If the deposit and the trade finance facility are denominated in different currencies, we will require that the amount of the deposit calculated in Australian Dollars exceeds the Australian Dollar equivalent amount of the trade finance facility by at least 15%.

Please also refer to sections 3.2 and 3.13 which contain more information about currency that is relevant to Cash Margin Accounts and trade finance facilities.

9. Terms and conditions of our Cards

Before you use your ATM/EFTPOS Card or Visa Debit Card ("Card"), read this section containing the applicable terms and conditions very carefully. All transactions involving the use of your Card and Personal Identification Number ("PIN") are governed by applicable terms and conditions and the use of your Card will be taken as your agreement to these terms and conditions.

The terms and conditions set out in sections 9 and 10 relate to electronic banking services and operate in conjunction with the terms and conditions applicable to the accounts you operate via electronic banking services.

However, if there is an inconsistency between terms and conditions for electronic banking services and the terms and conditions of an applicable account, the terms and conditions for electronic banking services apply to the extent of the inconsistency.

9.1. ATM/EFTPOS Card and Visa Debit Card

You may apply to have a Card issued for your Account or linked to one of your Accounts. Issue of a Card or linking of any Card is at our discretion and Cards cannot be used on some Accounts.

You can use your Card at any ATM designated by us to withdraw cash and check the balance of your Linked Account, at point-of-sale terminals to purchase goods or services from a merchant or pay for goods and services by mail, telephone and internet (conditions may apply, please refer to section 9.5).

If your Linked Account has an overdraft facility connected to it, you can use your Card to get access to that overdraft facility.

If you decide not to obtain a Card at the time you open your account, you can apply for one at any time in the future. Simply visit any of our branches.

9.2. Eligibility criteria

You must be over 16 years of age and have an Australian residential address to be eligible for a Card.

If you are applying for a Visa Debit Card and you are under 18 years of age but older than 16 years of age, a parent/guardian must be a joint account holder to any eligible Linked Account. In addition to their responsibility as a joint account holder, the parent/ guardian is also responsible to us for any use of the Visa Debit Card including any purchases and cash withdrawals until the Minor Card holder reaches the age of 18 years.

9.3. Additional Card holder(s)

You may apply to have a person authorised to operate on your Account with a Card, provided that the person(s) is 18 years of age or over.

Approval is at our discretion. If we approve your application, then while the authority is in force, you are responsible and liable for all transactions carried out, and any debts incurred, by use of a Card on your Account by the additional Card holder(s).

You should ensure that any additional Card holder has read these terms and conditions and understands that they have the same obligations as you.

You can revoke the authority of an additional Card holder(s) by notifying us in writing. If you make such a request, you are responsible for:

1. transactions generated by use of the Card(s) until you have made the request; and
2. transactions generated by use of the Card(s) which are processed to your Linked Account after we receive your request.

9.4. Ownership and use of your Card

Your Card:

1. remains our property. You agree to return your Card and any additional card holder Cards, upon:
 - a) notice from us cancelling your Card;
 - b) closure of your Linked Account;
 - c) revocation of an authority to operate your Linked Account(s) by means of your Card, where applicable;
2. is only valid if it has been signed by you and is used during the validity period shown on the face of your Card; and
3. must be destroyed by you when it is no longer valid by cutting it (including any chip on the Card) into several pieces and disposing of them securely.

9.5. Operation and usage restrictions of your Card

You can use your ATM/EFTPOS Card to purchase goods or services from merchants in the following ways:

1. at merchants in Australia – by pressing the 'cheque' or 'savings' button and entering your PIN;
2. withdraw cash at ATMs – by pressing the 'cheque' or 'savings' button and entering your PIN

You can use your Visa Debit Card to purchase goods or services from merchants in the following ways:

1. at merchants in Australia or overseas – by pressing the 'credit' or 'cheque' button and entering your PIN;
2. over the phone – by quoting the Visa Debit Card number and expiry date on the front of your card. Some merchants may also require you to quote your card verification number (CCV), this is the last 3-digit printed on the back of your card;
3. on the internet – by using the Visa Debit Card number and expiry date on the front of your card. Some merchants may also require you to quote your card verification number (CCV), this is the last 3-digit printed on the back of your card, you may also be required to enter an online password to identify yourself and authenticate your transaction;
4. withdraw cash at ATMs – by pressing the 'credit' button and entering your PIN;
5. PayWave® allows you to make fast, contactless payments with your card on small purchases; there is no need for a PIN or signature for transactions under \$100. For purchases exceeding \$100 you can still use your Visa PayWave®-enabled card by entering your PIN to authorise the transaction.

Your Card will be confiscated by the ATM should entry of an invalid PIN be repeated three times. The number of tries allowed may be varied from time to time.

In the event that an EFTPOS terminal malfunctions or is otherwise unavailable for use, a merchant may provide alternative manual procedures to enable a transaction to be made. You will be required to present your Card and sign a transaction voucher. A voucher signed by you authorises us to process the transaction to your Linked Account.

We have no liability to any Card holder if an ATM or a terminal or a merchant does not accept a Card.

9.6. Withdrawal limits

Use of your Card is subject to withdrawal limits. The maximum amount of cash you can obtain with a:

1. ATM/EFTPOS Card is \$1,020 through ATM and EFTPOS on any one day, or in the event of a system failure your limit is reduced to \$220;
2. Visa Debit Card is \$1,020 through ATM, EFTPOS, mail order, phone order, internet or while overseas on any one day, or in the event of a system failure your limit is reduced to \$220.

You can ask us to increase your Visa Debit Card limits on a temporary or permanent basis by visiting our branches; approval of your request will be subject to our credit approval criteria.

We reserve the right to change the withdrawal limits at any time. You will be notified of the changes in accordance with section 1.4.

You should be aware that merchants and ATM operators may also impose transaction limits and direct charge fees; these limits and fees are not associated with us and we do not accept any responsibility for the restrictions imposed.

You agree not to use your Card to:

1. overdraw the balance of your Linked Account at any time; or
2. exceed the unused portion of your credit limit under any prearranged facility such as overdraft.

9.7. Transactions on your Card

You agree that we can debit your account with all transactions authorised by you. Transactions are authorised when you:

1. use your Card, alone or together with your PIN, in conjunction with any electronic equipment;
2. present your Card to a merchant and sign a voucher or other documentation acceptable to us;
3. provide your Card account details to a merchant or to any other party to whom payment is to be made, either directly or via a third party, for example, over the phone, via mail order or online;
4. transfer funds electronically using Internet Banking; or
5. arrange a recurring transaction or periodical payment to be paid directly from your Card.

When you authorise a transaction, you agree that:

1. not all electronic equipment from which cash can be withdrawn will always contain cash;
2. any cash dispensed at electronic equipment is at your risk once it becomes visible or available for you to collect;
3. not all electronic functions offered may be available at all times;
4. the transaction correctly represents the purchase price of the goods or services obtained, or the amount of the cash withdrawal; and
5. the transaction amount is payable by you. Where the transaction is conducted overseas the foreign currency amount will be converted into Australian dollars, refer to section 9.10 (conditions may apply, refer to section 9.2).

Where you withdraw cash using an electronic transaction and there is a difference between the amount of cash you receive and the amount shown on the receipt, you must report this to us as soon as possible and to the merchant or ATM operator (if applicable).

9.8. Recurring payments

If you hold a Visa Debit Card, you can purchase goods or services at any time by authorising merchants to transact on the Linked Account by quoting your Visa Debit Card number, expiry date and other information, refer to section 9.5.

To cancel such an authority, you must notify the merchant in writing. Please note, unlike direct debits, we are unable to cancel a recurring payment on your behalf. Until you cancel your authority, the merchant is entitled to request us to debit the account and we are obliged to process this request. If the merchant does not comply with your request to cancel the authority, you must provide us with a copy of the correspondence with the merchant to enable us to dispute the relevant transaction(s) on your behalf.

9.9. Authorisations

If you select the 'credit' button when you use your Visa Debit Card to make EFTPOS purchases or you use the Card number to purchase or pay for goods or services, the transaction may need authorisation from us. This authorisation is for the purpose of establishing that there are sufficient funds available in your Linked Account for the transaction. Once the authorization is obtained, we will reduce the amount of available funds in the account. This means the balance in your account may not

indicate the correct amount until the authorisation is cleared and you may find you have reduced funds in your account.

When the goods and services have been supplied the Merchant may request a subsequent authorisation for the actual costs. This may have the effect of reducing your available balance further by the sum of 2 authorisation amounts. You should ensure that the Merchant cancels the original authorisation.

9.10. Foreign currency transactions

When a Visa Debit Card is used to make a foreign currency transaction on your Linked Account, the transaction is converted into Australian dollars as at the date it is processed by Visa International using exchange rates determined by Visa. The exchange rates used by Visa International to convert a foreign currency transaction to Australian dollars are wholesale market rates selected by Visa International from within a range of wholesale rates or the government-mandated rate.

Visa International may convert a foreign currency transaction into US dollars prior to converting it into Australian dollars. Fees will apply to each foreign currency transaction made with a Visa Debit Card on your Linked Account. A foreign currency fee will apply whenever the transaction currency is different to the account currency.

9.11. Disputed transactions

A disputed transaction may include:

1. an unauthorised transaction – a transaction which you believe was not authorised by your use of your Card;
2. a general dispute – a transaction which you wish to dispute. This may include a transaction which has been processed more than once, or a transaction which was authorised by your use of your Card which you wish to dispute.

If you unreasonably delay notifying us, we will not be responsible for any loss that is incurred as a result of an unauthorised transaction on any of your Linked Accounts.

9.12. Chargeback rights

If you hold a Visa Debit Card and where you have authorised a merchant to transact on the account by providing your Card number or used your Card to make a purchase, you may be entitled to reverse (chargeback) the transaction where you have a dispute with the merchant.

For example, you may be entitled to reverse a transaction where the merchant has not provided you with the goods or services you paid for. We cannot claim a right of chargeback if the right does not exist. For example:

1. direct debit transactions set up using your default deposit account number and branch number (BSB);
2. transactions at EFTPOS terminals when you have selected the 'cheque' or 'savings' button;
3. BPAY Payments made using your Visa Debit Card.

You must notify us if you believe you are entitled to reverse a transaction. If we are satisfied after investigation that you are entitled to reverse a transaction, we will credit your account for the amount initially debited for the transaction.

Any right of chargeback we may have under Card scheme rules may be lost if you do not:

1. inform us promptly (within 30 days after the date of the statement on which the transaction is recorded) that you wish to dispute a Visa Debit transaction; and/or
2. provide us with any information or material we require to support a chargeback.

9.13. Charges related to the use of your Card

We reserve the right to change the charges applicable to the use of your Card at any time.

You will be notified of the new charges in accordance with section 1.4.

We will debit your account with the charges in relation to the Card usage monthly on the last day of the month in which the charges were incurred, except for charges arising from Card usage while you are overseas, which will be debited from your account immediately when the Card is used.

9.14. Card cancellation

We may cancel any Card at any time, without prior notice to you. Once you are notified of the cancellation, you must not use your Card. You must destroy or return the Card to us.

You may cancel your Card at any time by visiting any of our branches and completing a Card Cancellation form. A cancellation may not be effective until the Card has been surrendered, or you have taken all reasonable steps to have the Card returned to us. What constitutes taking all reasonable steps to have a Card returned to us, where you are the account holder and the Card in question is held by another person, will vary depending upon the particular circumstances. At a minimum, it will require you to contact that person, if at all possible, and request them to surrender their Card to you, so that you can return it to us.

If you close your accounts or where a Card has been cancelled, the account holder will remain liable for transactions:

1. made using the Card prior to or after its cancellation or closure of the accounts; or
2. made using the Card number for mail, internet, telephone and standing order transactions which have not been cancelled prior to termination (conditions may apply, please refer to section 9.5).

9.15. Card re-issue

We may issue a new Card to you at any time. All re-issued Cards are subject to the terms and conditions of the Card. We reserve the right not to re-issue a Card.

9.16. Lost or stolen Card

If your Card has been lost or stolen you must report it immediately, by contacting the lost or stolen card hotline (refer to section 14 for a list of hotline numbers). The hotline is manned 24 hours a day, 7 days a week.

You must not use the Card once the report is made. If you recover the lost or stolen Card you must destroy it by cutting it (including any chip on the Card) into several pieces and disposing of them securely.

9.17. Security

You must keep your PIN and Card secure and you must not:

1. disclose your PIN to any other person;
2. allow any other person to see you or overhear you providing your PIN;
3. lend your Card to any other person;
4. record your PIN on your Card or any article carried with or kept near your Card that is liable to be lost or stolen at the same time as your Card; or
5. disclose your card verification number (CCV) to any person other than the merchants you are purchasing your goods or services from.

Failure to properly secure your PIN or Card may increase your liability for any loss.

You must notify us immediately and cease the use of your PIN when you become aware or suspect that your PIN has been disclosed or used without your authority or lost. We will cancel the Card and may arrange for a new Card and/or PIN to be issued.

9.18. Changes to these terms and conditions

Please refer to section 1.4 for more information on how we may vary the terms and conditions applicable to your Card.

10. Internet Banking terms and conditions

The terms and conditions set out in sections 9 and 10 relate to electronic banking services and operate in conjunction with the terms and conditions applicable to the accounts you operate via electronic banking services.

However, if there is an inconsistency between terms and conditions for electronic banking services and the terms and conditions of an applicable account, the terms and conditions for electronic banking services apply to the extent of the inconsistency.

10.1. Access to Internet Banking

To access Internet Banking ("the Service"), we will provide you with:

1. an Internet ID; and
2. a temporary Password which you must use to first access the Service and to enable us to identify you.

When you first use the Service you will be required to enter your own new unique Password. You acknowledge that you will not be able to use the Service further until a new Password, that meets the Password criteria specified at that time, is entered. Your Internet ID and new Password will be required to subsequently access the Service.

You acknowledge that you will be liable for any misuse of the Service made using your Internet ID and Password including transactions on your Linked Accounts.

You acknowledge that we may require the support of a parent or guardian in granting access to the Service to Minors. We may also elect to identify the parent or guardian and provide the Internet ID and temporary Password to the parent or guardian on behalf of a Minor.

10.2. Using Internet Banking

The Service can be used to perform the following:

1. obtain account balances of Linked Accounts;
2. transfer funds to and from Linked Accounts where transfer of funds from and to such accounts is permitted;
3. make BPAY® Payments from Linked Accounts where Bill Payments from such accounts are permitted;
4. make Transfers to Anyone from Linked Accounts, where transfer of funds from such accounts is permitted, to accounts that are not linked, whether at the Bank or another financial institution once access to the Transfer to Anyone function has been applied for and granted to you.

The following accounts have the following access levels:

Account	View Balances	Funds Transfer To	Funds Transfer From	Transfer To Anyone	BPAY® Payments
Cash Management Account	✓	✓	✓	✓	✓
Online Savings Account	✓	✓	✓	✓	✓
Statement Account	✓	✓	✓	✓	✓
Student Account	✓	✓	✓	✓	✓
Standard Cheque Account	✓	✓	✓	✓	✓
Premium Business Cheque Account	✓	✓	✓	✓	✓
Term Deposits	✓	✗	✗	✗	✗
Cash Margin Account	✓	✗	✗	✗	✗
Passbook Account	✓	✗	✗	✗	✗
Best Buddies Account	✓	✗	✗	✗	✗
Foreign Currency Account	✓	✗	✗	✗	✗

If you are the account holder or an account signatory, you can select an access level for the Service or you may cancel a change in the access level by written request, sending a Secure Mail or by calling us direct. We may require your written confirmation of the change and the change may take several days to process.

The following restrictions may limit your ability to use the Service notwithstanding the type of Linked Account:

1. Minors will not be eligible to make Transfers to Anyone and BPAY® Payments;
2. a Linked Account denominated in a currency other than Australian Dollars cannot be used for Funds Transfers To or From, Transfers to Anyone or BPAY® Payments through the Service; and
3. a Linked Account that has been blocked for transactions by us cannot be used for Funds Transfers To or From, Transfers to Anyone or BPAY® Payments through the Service.
4. Online Savings Account opened by website application for proprietary companies and self managed superannuation funds will be eligible to make Transfer To Anyone Payments once your account signatories ID has been confirmed in person at any one of our branches.

WARNING:

Account balance information should reflect the balance of that Linked Account at the time a request is made through the Service. This may not always be the case, however, such as in the case of requests made after the Cut-off Time on the previous Business Day or due to interruptions to the Service or other system difficulties.

We will take all reasonable steps to ensure that the information that we make available to you through the Service is correct and up to date. You acknowledge that we will not be liable for or in connection with any inaccuracy, errors or omissions in that information because of any circumstance beyond our reasonable control.

You acknowledge and agree that we may, at any time in accordance with this PDS, add or remove or make changes to the Service.

10.3. Multiple signatories on an account

A Linked Account that requires more than one signature to operate the account at any time cannot be used for Funds Transfers From, Transfers to Anyone or BPAY® Payments through the Service, unless the minimum required number of signatories on the account have authorised the transfer or payment. Through the "Multi-to-Sign" functionality we allow multiple signatories on an account to authorise a payment or transfer via Internet Banking.

10.4. Transfer limits

We reserve the right to impose minimum and maximum limits at any time to funds transfers and BPAY® Payments within the Service. If you attempt to make a transfer below a minimum limit or above a maximum limit, your transfer will not be processed and you will be notified.

We may vary such limits at any time without notice; however, you will be advised of any permanent or long-term variations to such limits.

You can ask us to increase or reduce these limits on a temporary or permanent basis by visiting our branches or via Secure Mail (restrictions may apply, please see section 10.2).

In addition to those limits imposed by us, Billers may also impose limits on the amount of a BPAY® Payment they will accept from your Linked Accounts and on the type of account that can be used to make a BPAY® Payment. If you attempt to make a BPAY® Payment to a Biller below or above that Biller's limits or from an account type not accepted by a Biller, your BPAY® Payment will not be processed and you will be notified.

10.5. SMS payment authentication

To enhance the level of security offered to you and to reduce the incidence of fraud, we offer a free secure SMS authentication threshold limit which allows you to transfer funds or make BPAY® payments from your account.

When completing a Transfer or BPAY® payment for an amount exceeding the authentication limit, the service sends a randomly generated one-off unique authorisation code via SMS to your mobile phone. Once you have received this code, you must enter it into the requested field on the payment screen to authorise and complete the payment.

The SMS code is only valid for the current transaction. We recommend you to delete the SMS code after use to avoid any confusion.

You will receive an SMS payment authentication alert for all initial BPAY® and transfers made to any new third parties.

You can receive Secure SMS messages while overseas, if you have global roaming access. Please check with your mobile phone service provider on access to global roaming and any charges associated with global roaming access.

10.6. Electronic instructions

You authorise us to act on the instructions that you enter into electronic equipment. However, your instructions include instructions connected to the provision of your valid Internet ID and Password, whether or not they are entered by you. Cleared funds must be available on the day the transaction you have instructed is to be effected.

You may also instruct us through Internet Banking to schedule a BPAY® Payment or funds transfer to commence up to 90 days into the future. Upon receiving your instruction, we will issue a receipt number to you and once your scheduled transfer is successfully processed, we will provide you with another receipt number.

If you have given instructions to us for more than one payment from your account(s), we will determine the order of priority in which payments are made.

We will debit your relevant account(s) every time you do a transaction. Transactions will not necessarily be processed on the same day.

We are not obliged to, and may delay, processing an instruction if it is not made in accordance with relevant terms and conditions. We may also request that you provide further information before processing an instruction.

Any electronic instruction cannot be cancelled, altered or changed by you once you have confirmed your instruction to us by pressing the Proceed with Transfer button.

We will process your instructions:

1. for immediate instructions: on the same day you request the transfer to be made provided that we receive the instruction before the Cut-off Time on that day, otherwise on the Business Day following the day we receive your instructions. This may be the case even if the Service displays a change in Linked Account balance(s); and
2. for scheduled instructions: on the day requested if the day you requested is a Business Day, otherwise on the Business Day after the day requested.

We may vary the Cut-off Time at any time without notice. We will advise you of permanent or long-term variations to such time; however, we may need to make temporary changes without notice.

If you use an electronic transaction for a deposit of funds to an account and there is a difference between the amount recorded as having been deposited and the amount we receive, you will be notified by us of the difference as soon as possible and be advised of the actual amount credited to the account.

We will not be liable for the refusal of any merchant to accept an electronic transaction and, to the extent permitted by law; we will not be responsible for the goods and services supplied by the merchant. We may at any time change the types of accounts that may be operated, or the types of electronic transactions that may be made, through particular electronic equipment.

You agree that:

1. we do not represent or guarantee that access to electronic functions will be uninterrupted;
2. electronic banking services may be affected by outages, faults or delays including technical difficulties with the performance or operation of our software or systems or technical difficulties with the Internet or infrastructure failures; and
3. we cannot guarantee that any data transmission over the Internet is totally secure.

10.7. Cancellation or denial of electronic access

We may deny electronic access or withdraw your electronic access (unless such withdrawal is prohibited by law) to accounts without prior notice to you:

1. if the electronic equipment malfunctions or is otherwise unavailable for use;
2. a merchant refuses to accept your Card;
3. we believe that your access to accounts through electronic equipment may cause loss to you or to us;
4. we believe that the quality or security of your electronic access process or our systems may have been compromised; or
5. we suspect that you have been fraudulent or have engaged in inappropriate behaviour;

You may de-register from Internet Banking by sending us a written request or via Secure Mail, or by calling us direct.

10.8. Security

You must keep your Password secure and ensure your Password is not easily identifiable or easy for others to guess (for example, you should not select a numeric code which represents your birthday or an alphabetical code that represents part of your name). If you do not take these precautions, you may be liable for any loss or theft that occurs as a result.

You must keep your Password and Internet ID separate and apart from one another and you must not:

1. disclose your Password to any other person;
2. allow any other person to see you or overhear you providing your Password;
3. record your Password in any way which would allow any other person to determine that it is your Password. This includes ensuring that your Password is not easily identifiable or easy for others to guess.

If you suspect that the security of your Password for Internet Banking has been breached or your Password has been lost or stolen, you must immediately notify us of the suspected breach. We can then cancel the Password and arrange for you to choose a new secure Password. You can advise us of a suspected breach by calling our Internet Banking centre on 1800 646 484 between 9.00am and 5.00pm AEST Monday to Friday.

If you unreasonably delay notifying us, we may not be responsible for any loss that is incurred as a result of an unauthorised transaction on any of your Linked Accounts.

You must also take all reasonable steps to ensure that your browser, operating system, anti-virus and firewall software is up to date.

If we have any reason to believe that your computer security may have been compromised we reserve the right to suspend your Internet Banking access until such time that you can confirm that your computer has been checked for any malicious software and that all your computer security software are up to date.

10.9. BPAY conditions

We are a member of the BPAY® Scheme. The BPAY® Scheme is an electronic payments system through which we can be asked to make payments on your behalf to Billers. We will tell you if we cease to be a member of the BPAY® Scheme. BPAY® is only available via Internet Banking. You cannot make a BPAY® payment via telephone banking.

You must comply with the terms and conditions for the Linked Account to which you request us to debit a BPAY® Payment (to the extent that those terms are not inconsistent with or expressly overridden by the Internet Banking terms and conditions).

To make a valid BPAY® Payment, you must provide the following information using the Service:

1. your Internet ID;
2. your Password;
3. the Biller Code from the Bill;
4. your customer reference number (this is usually your account number with that Biller) which is found on the relevant bill;
5. the amount you want to pay; and
6. the Linked Account from which you want the payment to be made.

You acknowledge that we do not check that the details provided by you are correct or as you intended, nor are we responsible for any inaccuracy in instructions given by you.

You acknowledge that it is your responsibility to ensure that the details you have provided, such as Biller code and reference number, are correct and as you intend, otherwise the transfer may not be successful or it may be paid to the wrong Biller or account.

We are not responsible for the information that a Biller receives from the Biller's bank in relation to a Bill Payment made using the Service.

Participating Billers in the BPAY® Scheme will generally treat BPAY® Payments as received:

1. on the date we are told to make it, if this occurs before 4:00pm Sydney time on a Banking Business Day; or
2. otherwise, on the next Banking Business Day if you tell us to make it after 4:00pm Sydney time on a Business Day, or on a non-Business Day.

Notwithstanding the above, a delay might occur in the processing of a BPAY® Payment where:

1. there is a public or bank holiday in Melbourne and/or Sydney on the day or on the day after we are told to make a BPAY® Payment; or
2. a Biller, or another financial institution participating in the BPAY® Scheme, does not comply with its obligations under that scheme; or
3. there are systems or other issues beyond our control.

Whilst it is expected that any delay in processing a BPAY® Payment for any reason set out above will not continue for more than one Banking Business Day, it may continue for a longer period. Once we process your instructions, any delays are outside of our control. We are not responsible to you for any losses or expenses incurred by you as a result of delays in processing a BPAY® Payment.

IMPORTANT:

It is your responsibility to allow sufficient time for processing of payments to the Biller.

If a BPAY® Payment is made to a person, or for an amount, which is not in accordance with your instructions to us and your Linked Account is debited for the amount of that payment; we will credit that amount to that Linked Account subject to the following:

1. you must provide us with such information relevant to such payment as may be reasonably required to investigate the BPAY® Payment with the relevant Biller;
2. you must pay us the amount of any BPAY® Payment if:
 - a. we cannot recover such payment within 20 Banking Business Days from the person who received the payment; and
 - b. such payment was made as a result of a payment direction which did not comply with the security or other procedures set out in the terms and conditions applicable to use of the Service.

Our liability for making a BPAY® Payment not in accordance with your instructions is limited to the amount of that BPAY® Payment made in excess of your instructions and/or paid to the wrong person.

In no circumstances will we be liable for any indirect or consequential loss or damage suffered by you as a result of us not making a BPAY® Payment in accordance with your instructions.

Our acceptance of your instructions to pay a Biller does not generally protect you against the possibility of fraud by that Biller or some other party involved in the BPAY® Scheme. Although we will provide you with reasonable assistance to help you pursue a refund, you could ultimately bear the loss.

It is your responsibility to exercise care about the Biller dealt with and the security of your Internet ID and Password.

If we are advised by a Biller that it cannot process your BPAY® Payment, we will:

1. advise you of this; and
2. credit your Linked Account with the amount of that BPAY® Payment.

10.10. SMS banking

You may register to receive SMS alerts and account enquiries using Internet Banking. Only one mobile phone number may be nominated per Internet ID. Once you have registered, you may choose to receive a range of alerts on your nominated mobile phone number when certain activities occur on nominated accounts.

You will receive an SMS payment authentication alert for all initial BPAY and transfers made to any new third parties.

When registering for the SMS account enquiry service, you will need to advise us which accounts you wish to access via SMS and you must nominate a Quick Access Number to identify those selected accounts which you have elected to access via SMS.

In order to ensure that you continue to receive SMS alerts and account enquiries, you must ensure that you always keep us up to date with your current mobile phone number and advise us if your mobile phone is lost or stolen. Your financial details may be viewed by any person who has access to your phone. The account holder can advise us of a change in mobile phone number or loss of the phone by calling our Internet Banking centre on 1800 646 484 between 9.00am and 5.00pm AEST Monday to Friday.

You can cancel SMS alerts and account enquiries at anytime using Internet Banking.

10.11. Fees and charges

We reserve the right to change the charges applicable to the use of the Service at any time. You will be notified of the new charges in accordance with section 1.4. We will debit your account with the applicable charges in accordance with the terms and conditions of your account (refer to section 8 for more information).

10.12. Changes to these terms and conditions

Please refer to section 1.4 for more information on how we may vary the terms and conditions applicable to Internet Banking.

10.13. Mobile Banking

Mobile Banking is an Internet based service that allows you access to Internet Banking using the mobile Web on your mobile phone or smart phone. You can view your account balances and transfer funds to trusted billers and payees.

To access our Mobile Banking service you will need to be registered for Internet Banking.

Arab Bank Australia will not charge you for our Mobile Banking service, but you may be charged by your service provider for internet access on your mobile phone.

The following are available through Mobile Banking:

- View your balances and other details.
- View your recent transactions history.
- Transfer money between your accounts.
- Pay existing billers using BPAY®.
- View and send secure messages.

Important information

Access to Mobile Banking is subject to network coverage of your mobile service provider and your subscription with them for mobile and wireless internet connection.

Your mobile phone will need to be enabled for internet browsing.

You may be charged for connectivity and usage rates by your mobile service provider.

Our Mobile Banking service works on most mobile phone and smartphones.

11. Liability

11.1. Unauthorised transactions

To the extent permitted by law, we will not be responsible for any loss or damage (including consequential loss or damage) suffered by you in relation to the use of or the inability to use, electronic banking services, including, but not limited to:

1. any reliance by you on information obtained through use of the Service;
2. we acted in accordance with any instructions given by you;
3. we did not act in accordance with any of your instructions where the instructions are incomplete, the relevant Linked Account holds insufficient available funds and/or the Service has been suspended until such time as we can process that instruction;
4. delays or errors by third parties, including other financial institutions and Billers;
5. the failure by a third party, including other financial institutions and Billers, to accept, or acknowledge receipt of, funds which you have instructed us to pay to or through that third party;
6. delays in advising you, and crediting a Linked Account if a transfer or payment instruction is not successfully processed by a payee's financial institution;
7. details provided by you; such as, a BSB and account number are incorrect or not as you intended;
8. failure of the Service caused by the hardware or software used by you to access the Service or by a third party (such as your Internet service provider); or
9. any delay or failure by us to perform our obligations if such delay is due to a Force Majeure.

We will be liable for losses incurred by you which:

1. are caused by the fraudulent or negligent conduct of our employees or agents or entities involved in networking arrangements or merchants or their agents or employees;
2. relate to a Card that is faulty, forged, expired or cancelled;
3. arise from transactions that require the use of any Card, Password or PIN that occurred before you have received or selected the Card, Password or PIN;
4. arise from a disruption to the Service directly caused by our act or omission;
5. result from the same electronic transaction being incorrectly debited more than once to the same account;
6. result from an unauthorised transaction that occurs after you have notified us that your Card has been misused, lost or stolen or that the security of your Password or PIN has been breached; or
7. arise from an unauthorised transaction if it is clear that you have not contributed to the loss.

You will be liable and must indemnify us for losses incurred by you, if we can show on the balance of probabilities that you contributed to the loss arising from the unauthorised transaction:

1. through voluntarily disclosing a PIN or Password to anyone (including a family member or friend);
2. writing or indicating the PIN on your Card;
3. enabling third party access to your accounts or personal information;
4. failing to properly log off the Service;
5. through your fraud;
6. by keeping a record of the PIN or Password (without making any reasonable attempt to disguise it):
 - i. on the Card;
 - ii. on any article carried with the Card; or
 - iii. which may be lost or stolen at the same time as the Card;
7. by unreasonably delaying notification of:
 - i. the Card being lost or stolen;
 - ii. (ii) unauthorised use of the Card; or
 - iii. (iii) the PIN or Password becoming known to someone else;
8. by using your birth date or an alphabetic code which is a recognizable part of your name as a Password or PIN; or

9. by acting with extreme carelessness in failing to protect the security of your Password or PIN.

You will not be liable for any loss, however, after you have notified us of the loss, theft, breach of security or other unauthorised event or the following losses:

1. caused by overdrawing your account or exceeding an agreed credit limit;
2. which over a set period of time is greater than the transaction limit for that period;
3. where we have agreed the account could not be accessed electronically; or
4. as a result of conduct that we expressly authorised you to engage in including you storing, recording or disclosing a Password or PIN in a way that is required or recommended by us for the purposes of account access or otherwise impliedly promoted or endorsed by us.

Where it is unclear whether or not you have contributed to the loss resulting from an unauthorised transaction, you will be liable for the lesser of:

- i. \$50;
- ii. the balance of the relevant account including any unused portion of any credit facility;
- iii. the actual loss incurred up to the time you notified us of the loss or theft or existence of an unauthorised transaction.

11.2. Equipment malfunction

We are responsible to you for any loss caused by the failure of any electronic or communications equipment, system, hardware or software to complete a transaction that was accepted in accordance with your instructions. We will not however be liable where you should have been aware that the system or equipment was unavailable for use or was malfunctioning. In this case our liability will be limited to the correction of any errors in your account and the refund of any charges or fees imposed on you as a result of the malfunction.

You are not liable for losses incurred because our facilities for reporting lost or stolen Cards, breaches of security or unauthorised transactions were not available and you were consequently unable to report that event, provided you notified us within a reasonable time of the facilities again becoming available.

12. Other non-cash payment facilities

12.1. Direct debit and periodical payments

These are referred to in section 3.2

12.2. Telegraphic Transfers

A Telegraphic Transfer is a message from us forwarded electronically to a recipient bank to pay a named party (the beneficiary) a specified sum of money by order of the remitter (or applicant). Funds generally should be available for payment to the beneficiary's account within two Business Days of us accepting to send your instructions.

Instructions to carry out a Telegraphic Transfer may only be affected from your existing Arab Bank Australia account(s).

We will not be liable for any costs, losses or damages if delayed payment occurs and we have acted in good faith on your instructions. If you request us to make any inquiry in the event that delayed payment occurs, you will meet any costs incurred by us in making the inquiry (including an Inquiry Telex Fee). Note that we will only remit telegraphic transfers against clear funds. Telegraphic transfers may be sent in the following currencies:

1. Arab Emirate Dirham (AED);
2. Australian Dollars (AUD);
3. Bahraini Dinars (BHD);
4. Egyptian Pounds (EGP);
5. Euros (EUR);
6. British Pounds (GBP);
7. Jordanian Dinars (JOD);
8. Saudi Riyals (SAR);
9. Singapore Dollars (SGD);
10. Swiss Francs (CHF); and
11. US Dollars (USD).

Other currencies may be available upon request.

We reserve the right in accordance with section 7 to delay, block or refuse to make a telegraphic transfer if we believe on reasonable grounds that making the transfer may breach any law in Australia or another country.

A fee is payable for this service.

If we cannot send the payment directly to the beneficiary's bank then we may need to use a correspondent bank to effect the payment.

A correspondent bank may charge fees or commissions in making the payment to the beneficiary's account. These fees or commissions, if applicable, will be deducted by the correspondent bank from the funds paid to the beneficiary, thus resulting in the beneficiary receiving less than the payment amount specified.

Where the correspondent bank is unable to effect payment to the beneficiary and is required to return these funds, it may deduct fees from the returned proceeds.

The benefits of telegraphic transfers are:

1. they are a secure means of payment;
2. we may include a short message as part of the payment transaction; and
3. the beneficiary generally receives payment within 24 hours of despatch of the telegraphic transfer.

12.3. Bank drafts

A bank draft is similar to a bank cheque; however a bank draft is drawn on an overseas bank. Bank drafts are issued to an applicant in order to facilitate payment to an overseas payee. The payment is made to the payee upon satisfactory identification being provided.

A bank draft may be issued in the same currencies as are available for telegraphic transfers (please see section 12.2 above).

If the purchaser of a bank draft does not subsequently use the draft, the purchaser may request that we re-purchase the bank draft by returning the draft to us. We are under no obligation to re-purchase a bank draft.

Upon receiving a request to re-purchase a bank draft, we will identify the purchaser making the request. We will then need sufficient time to conduct certain investigations prior to approving any decision to re-purchase the bank draft.

If the draft is in a foreign currency, the exchange rate utilised for any repurchase will be the exchange rate applicable on the date that we approve any re-purchase.

We may use a correspondent bank to give effect to the applicant's instructions. Note that a correspondent may charge unspecified fees and charges when making the payment to the payee and the payee may receive less than the payment amount shown on the draft.

A fee is payable for this service and applies for the re-purchase of a bank draft.

The applicant must look after the bank draft as it is valuable and the applicant is responsible for its safekeeping. The applicant must tell us immediately if the bank draft is lost or stolen.

You can minimise any loss arising from the loss or theft of the draft by contacting your nearest branch and requesting that a stop payment be placed on the bank draft. Please note that the applicant will need to complete a Lost/Stolen Bank Draft form and an Indemnity form.

A Stop Payment Fee will apply to such a request and the applicant will be liable for meeting our expenses in implementing the request. We may choose to issue a replacement bank draft if we are satisfied that:

1. the bank draft has not been presented;
2. our investigations (which may take some weeks) have produced a satisfactory outcome; and
3. that the payee is satisfied with the arrangement for the issuance of a replacement bank draft in favour of the payee.

The benefits of bank drafts are that they may be issued in many different currencies and they may be enclosed with correspondence and forwarded by the applicant to the payee.

12.4. Bank cheques

Bank cheques are cheques, issued in Australian Dollars, instructing payment from our own account rather than from your account. Whilst bank cheques are generally accepted as a reliable form of payment within Australia because of the higher likelihood that they will be paid, they should not be regarded as equivalent to cash.

Bank cheques will only be issued to our existing customers. When applying for a bank cheque, you will need to provide the name of the payee and the required amount for the bank cheque. You may only draw on cleared funds to pay for the bank cheque.

A fee is charged for the issue of a bank cheque. A bank cheque may be dishonoured if:

1. the bank cheque is forged or is a counterfeit;
2. we are instructed that the bank cheque has been lost or stolen;
3. a court order restrains us from paying the bank cheque;
4. the bank cheque has been fraudulently and materially altered;

5. we have not received payment for the issue of the bank cheque; or
6. if the bank cheque is presented by a person who is not entitled to the proceeds.

If the purchaser of a bank cheque does not subsequently use the cheque, the purchaser may request that us re-purchase the bank cheque. We are under no obligation to re-purchase a bank cheque. Upon receiving a request to re-purchase a bank cheque, we will identify the purchaser making the request. We will then need sufficient time to conduct certain investigations prior to approving any decision to re-purchase the bank cheque.

A fee applies for the re-purchase of a bank cheque.

If a bank cheque is lost or stolen, you must report this to the branch from which you purchased the cheque immediately. The branch will then require you to complete and sign a Lost/Stolen Bank Cheque form and a Lost/Stolen Bank Cheque Indemnity Form and you will need to provide us with the phone number and address details of the payee. We may choose to issue a replacement bank cheque once we are satisfied that:

1. the bank cheque has not been presented;
2. our investigations (which may take some weeks) have produced a satisfactory outcome; and
3. that the payee is satisfied with the arrangement for the issuance of a replacement bank cheque in favour of the payee.

A fee is payable for stopping and reissuing a lost or stolen bank cheque, and for repurchasing a bank cheque that is no longer required.

13. Definitions

In this PDS the following terms have the following meanings:

“AEST” means Australian Eastern Standard Time.

“Banking Business Day” means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

“Biller” means an organisation which issues bills to its customers and tells you that you can make payments to it through the BPAY® Scheme.

“Bill or BPAY® Payment” means a payment which you make or propose to make through the BPAY® Scheme to a Biller.

“BPAY® Payment Cut-off Time” means 4:00pm Sydney time on a Banking Business Day.

“BPAY® or BPAY® Scheme” means an electronic payments scheme through which we can be asked to make payments on your behalf to Billers who tell you that you can make payments to them through the BPAY® Scheme.

“Business Day” means any day from Monday to Friday on which we are open for business in at least one of our branch locations in Australia.

“Card” means the Arab Bank Australia Electronic Funds Transfer Card or Visa Debit Card issued by us to a Card holder for use at a nominated Automatic Teller Machine (“ATM”) and at an Electronic Funds Transfer at Point of Sale (“EFTPOS”) Terminal.

“Cut-off Time”: refers to 4:00pm Sydney time on a Business Day and 3:30pm Sydney time on a Business Day for Group Transfers payments.

“Group Transfers”: The Group Transfers service is only available to Arab Bank Australia Business customers. It allows payments to be made to the accounts of multiple payees in a single transaction.

“Force Majeure” means:

1. any act of God;
2. war, revolution, or any other unlawful act against public order or authority;
3. an industrial dispute;
4. a governmental restraint; or
5. any other event or cause which is not within the reasonable control of you or us.

“Internet Banking” means use of a computer to connect you to us via the Internet to obtain information about your Linked Account(s) and to perform transactions.

“Internet ID” means the 8-digit number issued to you by us which must be entered by you (with your Password) to identify you through Internet Banking and provide you with access to the Service.

“Linked Account” means the account(s) that you have nominated to be accessed by use of the Service or the accounts associated with your Card at the time that you apply for your Card or open an account with us (as the case requires).

“Minor” means any person under the age of 18 years.

“Multi-to-sign” is functionality available within the Service that enables a transaction to be processed when more than one authorised signatory is required to execute the transaction on the account. The transaction is created by any signatory, and it is pending until all required signatories on the account authorise the transaction.

“Password” means a confidential alphanumeric comprising between 8 and 16 letters and digits (including at least one letter and one number) required to access the Internet Service (with an Internet ID).

“PIN” means the Personal Identification Number allocated to a Card holder by the Bank to conduct transactions using an ATM/EFTPOS Card and/or a Visa Debit Card.

“Secure Mail” means an electronic messaging system that enables emails to be sent to or from us as part of the Service.

“SMS” is a Short Message Service that allows text messages to be provided over digital mobile communication networks.

“Quick Access Number” is the number by which a nominated account for Internet Banking will be identified for the purposes of SMS alerts and account enquiries.

“Service” means the Arab Bank Australia Limited Internet Banking service available from www.arabbank.com.au

“Transfer or Funds Transfer” refers to a transfer made between your Linked Accounts with us and transfers made using the Transfer to Anyone function.

“Transfer to Anyone” is the function within the Service through which you can make transfers of value from a Linked Account to:

1. one or more accounts other than your accounts where the other account or accounts is held with us; or
2. one or more accounts held at other Australian financial institutions that accept such inter bank transfers and include a transfer to an account or accounts held by you at such financial institutions.

14. Contact details

Arab Bank Australia Limited
ABN 37 002 950 745
Level 7, 20 Bridge Street
Sydney NSW 2000
Telephone 02 9377 8900
Facsimile 02 9221 5428
www.arabbank.com.au
Freecall: 1800 646 484

Lost or Stolen Cards Hotline
Sydney Metropolitan Area: 1800 139 241
Outside Sydney Metropolitan Area/Overseas:
(+ 612) 9959 7530
(24 hours, 7 days a week)

Cards Operations Assistance
Freecall: 1800 646 484

Internet Banking Assistance
Freecall: 1800 646 484