

Notice to Orange Everyday and Orange Everyday Youth customers

Important changes to your Everyday Banking Terms and Conditions.

What's happening?

Effective **11 July 2024** we're updating the following terms and conditions for your Everyday Account.

- **Orange Everyday and Orange Everyday Youth Terms and Conditions** dated 9 November 2023, and
- **Everyday Banking Fees and limits schedule** dated 30 August 2023.

We're making updates to:

- clarify how Visa Debit card authorisations work on your Everyday Account;
- explain the circumstances in which updated card details can be automatically shared with third parties who hold your card details on file;
- clarify when we may restrict or close your Everyday Account in the case of fraud or scams;
- clarify what you need to do to maintain the security of the device on which you access the ING Mobile App;
- update certain transaction limits; and
- make other updates and clarifications to better reflect ING's current operations.

Effective **11 July 2024**, we're also updating the **PayTo Terms of Use** dated 30 August 2023 to clarify which actions can be taken via the ING Mobile App.

Summary of changes

Refer to the following table for details on the changes to the **Orange Everyday and Orange Everyday Youth Terms and Conditions** that are effective from 11 July 2024:

Change summary	Change details
We're clarifying what happens when an authorisation is taken on your Everyday Account.	<p>We are amending the sections titled 'Authorisation' and 'Authorisation and available funds' on page 28 to read as follows:</p> <p>Authorisation</p> <p>The Merchant may seek authorisation if you:</p> <ul style="list-style-type: none">• select the 'credit' button when you use your Visa Debit card to make purchases;• use your Visa Debit card to make a Visa payWave transaction;• you use your 16 digit card number to pay for goods or services. <p>This is to establish there are sufficient funds in your Everyday Account, and to temporarily hold funds needed to complete the transaction.</p> <p>Authorisations may be taken for transactions that happens sometime in the future, such as car hire, accommodation and at unmanned terminals, (e.g. unmanned parking stations). In these cases, the funds that are held are for an anticipated amount. This means that once processed, the amount of the transaction may be different to the amount of the authorisation.</p>

Continued next page



Change summary	Change details
<p>We're clarifying what happens when an authorisation is taken on your Everyday Account. (continued)</p>	<p>Authorisation and available funds</p> <p>Once an authorisation is obtained, the available funds in your Everyday Account will be reduced by the authorisation amount until:</p> <ul style="list-style-type: none"> the transaction is processed, or the authorisation is cleared or expires. <p>Once the transaction is processed, this will be reflected in your Everyday Account.</p>
<p>We're explaining that in some cases your updated Visa Debit card details may be automatically shared with third parties who have your card details on file (including merchants that you have recurring payment arrangements with) and that you can opt out of these automatic updates.</p>	<p>We're updating the 'Making recurring payments' section on page 30 to read as follows:</p> <p>Making recurring payments with your Visa Debit card details</p> <p>You can authorise a Merchant to debit amounts to your Everyday Account on a regular basis (a 'recurring payment arrangement') by providing them with your Visa Debit card details.</p> <p>If you don't have sufficient cleared funds in your Everyday Account for a recurring payment, it will be rejected, and you should contact the Merchant to arrange for payment.</p> <p>You should notify the Merchant if you wish to cancel the recurring payment arrangement (and any underlying contract) that you have with them.</p> <p>It is your responsibility to:</p> <ul style="list-style-type: none"> notify the Merchant if your Everyday Account is closed; and ensure that the Merchant has your accurate and up to date Visa Debit card details, including where you receive a replacement Visa Debit card. <p>In some instances, the details of a replacement Visa Debit card will be automatically available to the Merchant when the card is activated. If you'd like to opt out of these automatic updates, or otherwise prevent a Merchant from debiting funds from your Visa Debit card, you can contact us to request this.</p> <p>We're also updating the 'Your Visa Debit card expiry and replacement' section on page 39 to read as follows:</p> <p>Your Visa Debit card expiry and replacement</p> <p>Your Visa Debit card is only valid during the period stated on the physical card and cannot be used after this date.</p> <p>We may:</p> <ul style="list-style-type: none"> automatically issue you with a new Visa Debit card before the expiry date; issue a replacement Visa Debit card at any time. <p>To request a replacement card you can call us.</p> <p>In some cases when we issue a new or replacement Visa Debit card, the updated card details will be automatically available to third parties who hold your card details on file (including digital wallet services) when the card is activated. If you'd like to opt out of these automatic updates, or otherwise prevent a Merchant from debiting funds from your Visa Debit card, you can contact us to request this.</p>

Continued next page



Change summary	Change details
<p>We're clarifying the device and code security requirements in relation to the device on which you access the ING Mobile App.</p>	<p>We're making the following changes to the 'Keeping your Codes secret and Visa Debit card secure' section from page 40 to include following references to the need for you to maintain the security of the device you use to access the Mobile App:</p> <ul style="list-style-type: none"> ▪ We are updating the fifth bullet point to read: You must not keep a record of any Code (without making a reasonable attempt to protect the security of the Code) on your Visa Debit card, in or on anything you usually carry with your Visa Debit card, as it could be lost or stolen at the same time as the Visa Debit card. The only exception from this requirement is where the Code is a one-time passcode that we send by SMS to your registered Australian mobile number; and you: <ul style="list-style-type: none"> ▪ access our mobile banking application, or ▪ have linked your virtual Visa Debit card to the digital wallet on the device linked to that Australian mobile number. ▪ We're updating the eighth bullet point to read: <ul style="list-style-type: none"> ▪ "You must check regularly to make sure you still have: <ul style="list-style-type: none"> ▪ your physical Visa Debit card; and ▪ the device on which you access our mobile banking application, or have a digital wallet that your virtual Visa Debit card is linked to." ▪ We're also updating the two paragraphs under the ninth bullet point to read: <ul style="list-style-type: none"> ▪ "As soon as you realise or suspect that: <ul style="list-style-type: none"> ▪ anyone else knows any of your Codes (including your Access Code or PIN), ▪ your Visa Debit card is lost, stolen or used without your permission, ▪ you have lost the device on which you access our mobile banking application or have a digital wallet that your virtual Visa Debit card is linked to, or ▪ that there has been an Unauthorised Transaction, <p>please call our Australia-based Customer Care Specialists straight away on 133 464.</p> <p>It's important that you tell us as soon as possible because if you don't do so you may be liable for any transactions that occur on your Everyday Account, including all associated fees and charges – see "Who's responsible" on page 49."</p>
<p>We're clarifying that we may place restrictions on your Everyday Account where we suspect fraud or scam activity.</p>	<p>The 'What is a stop, freeze or delay?' section that starts on page 59 includes a list of the circumstances in which we may place a stop or freeze on your Everyday Account (or delay certain transactions). We're amending the sixth bullet point to read:</p> <ul style="list-style-type: none"> ▪ we reasonably suspect that your Everyday Account, Visa Debit card, Interactive Service or any other ING account that you hold is being used unlawfully, or in connection with possible fraud or scam activity, or in any way that might otherwise cause you or us to lose money;
<p>We're clarifying that we may close your Everyday Account where we suspect fraud or scam activity.</p>	<p>The 'How your Everyday Account may be closed' section that starts on page 61 includes a list of the circumstances in which we may close your Everyday Account immediately, or refuse to process any transactions. We're amending the fourth bullet point on page 62 to read:</p> <ul style="list-style-type: none"> ▪ we reasonably suspect that your Everyday Account, Visa Debit card, Interactive Service or any other ING account that you hold is being used unlawfully, or in connection with possible fraud or scam activity, or in any way that might otherwise cause you or us to lose money;

Continued next page



Refer to the following table for details on the change to the **Everyday Banking Fees and limits schedule** that is effective from 11 July 2024:

Change summary	Change details
We're increasing the transaction limits for: * pay anyone transactions made using the New Payments Platform, * Visa Debit Card transactions made by selecting 'Savings' or 'Cheque', and, * transactions using Google Pay. We're decreasing the transaction limit for certain other Visa Debit Card transactions.	We're making the following updates to the 'Limits' table on page 3. In the row titled 'Payments using New Payments Platform' the limit for 'pay anyone transactions made using the New Payments Platform, including Osko payments' will be increased to \$5,000 per day, per account. In the row titled 'Purchases using Visa Debit Card' the limit for: <ul style="list-style-type: none">• transactions made by selecting the 'Cheque' or 'Savings' option at a point of sale terminal will be increased to \$50,000 per day, per account;• transactions made using Google Pay at a point of sale terminal will be increased to USD \$1,000 per transaction; and• all other transactions using Visa Debit Card or Visa Debit Card details will be reduced to \$50,000 per day, per account. In relation to this change, we note that as there are instances where large amounts of your account balance can be accessed, it's important to take extra precautions when sharing your Visa Debit card details, particularly if your account has a high balance or is used as an offset account. This includes not sharing codes with third parties.

Refer to the following table for details on the changes to the **PayTo Terms of Use** that are effective from 11 July 2024:

Change summary	Change details
We're clarifying the circumstances in which we may close or place restrictions on your access to your Account where necessary for security reasons, or where we reasonably suspect fraud, scam or other unlawful activity. (continued)	We're making the below underlined changes to clause 2.5. under 'Creating a Payment Agreement': <ul style="list-style-type: none">• Payment Agreements are recorded in the Mandate Management Service and the Merchant or Payment Initiator is responsible for creating and submitting these for inclusion in the Mandate Management Service. The Mandate Management Service will notify us of any Payment Agreement created or established using your Account or PayID. We will notify you of the creation of any Payment Agreement against Account or PayID. You may view the details of the Payment Agreement via Online Banking or the ING mobile app. We're making the below underlined changes to clause 3.2. under 'Amending your Payment Agreement': <ul style="list-style-type: none">• If a Merchant or Payment Initiator seeks to amend a Payment Agreement, we will notify you of the proposed amendment and in some instances request that you authorise or decline the amendment. We will deliver a notification of the proposed amendment to you via email for your approval in Online Banking. You may authorise or decline any amendment request presented for your approval. We will record your response against the record of the Payment Agreement in the Mandate Management Service.

All other terms of each of the **Orange Everyday and Orange Everyday Youth Terms and Conditions**, the **Everyday Banking Fees and limits schedule**, and **PayTo Terms of Use** remain unchanged.

Where to get a copy

The updated **Orange Everyday and Orange Everyday Youth Terms and Conditions**, **Everyday Banking Fees and limits schedule** and the **PayTo Term of Use** will be available at [ing.com.au](https://www.ing.com.au) from 11 July 2024. The current versions of these documents are available until this date.



ING 



**Straight forward
fine print**

(you don't see that everyday).

**Orange Everyday and
Orange Everyday Youth
Terms and Conditions**

From 20 June 2022, the
Orange Everyday Youth is no
longer available for opening.

9 November 2023



do your thing

Do I really need to read this?

Well done, you made it to the first page. We know you'd rather be doing something else (anything else in fact) but this information is important. After you've gone through it, keep it somewhere handy, just in case.



Contents

1. It's nice to feel welcome	5
A snapshot view of an Everyday Account	5
■ About this booklet	5
■ Features at a glance	7
■ Explaining words in plain English	10
2. Open sesame!	15
What's involved in opening an Account	15
■ Requirements for opening an Account	15
3. Money in my pocket please	20
What we pay + tax	20
■ ATM fees	20
■ About interest	21
■ Bonuses, credits or rebates	21
■ Social security and tax implications	21
4. Money in, money out	22
Transacting on your Everyday Account	22
■ Making deposits	23
■ Making withdrawals	25
■ Statement of Account	35
■ Cancelling or changing instructions	35
■ The nitty gritty of using an Interactive Service or Visa Debit card	37
■ Your security and Codes	39
■ Everyday Round Up	42
5. Fees explained	48
Fees	48
6. Who's responsible?	49
Who's liable for unauthorised transactions?	49
■ Liability in relation to the use of our Interactive Service or Visa Debit card with a PIN	50
■ When you'll be liable	51
■ Warning: Account Aggregation Service	52
■ Liability when using a Visa Debit card without a PIN	53
■ Liability for BPAY payments	53
■ Mistaken Internet payments	54
■ Misdirected Payments received from another financial institution	57



■ Unauthorised, illegal or fraudulent funds received from another financial institution	58
7. Putting the brakes on	59
Placing a stop or freeze on your Everyday Account and/or closing it	59
■ What is a stop, freeze or delay?	59
■ Your Visa Debit card	61
■ How your Everyday Account may be closed	61
■ Anti-Money Laundering and Counter-Terrorism Financing	64
■ Suspension of the Interactive Service	64
8. Things change	65
Changes to conditions	65
■ We may change these conditions	65
■ We'll give you notice of any changes	65
■ Change of name and address	66
■ Change of Foreign Tax Residency Status	67
■ Notices and return mail	67
9. This is no time for decaf	68
Other important banking information	68
■ When we may act	68
■ The Banking Code of Practice	68
■ The ePayments Code	68
■ BPAY Scheme	69
■ Privacy and confidentiality	69
■ Australian Financial Services Licensees	69
■ Financial Claims Scheme	69
10. Do not disturb	70
Privacy Statement	70
11. R.E.S.P.E.C.T	75
We welcome feedback, and resolving concerns	75
■ What to do if you have a concern	75
■ Who else to contact	77



1. It's nice to feel welcome

A snapshot view of an Everyday Account

- About this booklet
- Features at a glance
- Explaining words in plain English

About this booklet

Thank you for considering an ING Everyday Account.

■ The terms that apply to your Everyday Account

The terms that apply to your Everyday Account are made up of this Terms and Conditions booklet, the Everyday Fees and Limits Schedule and the [Orange Everyday Benefits Schedule](#) (together, the Account Terms). Before deciding whether an Everyday Account is right for you, please read the Account Terms carefully.

The Account Terms also apply to the Interactive Services and Visa Debit card provided by us to you to use with your Everyday Account.

For more information visit ing.com.au.

■ What does that word mean?

Some words used in this booklet have special meanings. So to make it easier to read, please take a moment to go through the “Explaining words in plain English” on pages 10-14.

■ Keep a copy for later

If you decide to open an Everyday Account, please keep this booklet and a copy of the Everyday Fees and Limits Schedule for future reference.



■ How is ING Orange Everyday different to ING Orange Everyday Youth?

An Everyday Account may be an ING Orange Everyday or ING Orange Everyday Youth. ING Orange Everyday is different to ING Orange Everyday Youth in the following ways:

	ING Orange Everyday	ING Orange Everyday Youth
■ Eligibility	You must be 18 years or older	You must be 15 to 17 years old. Please note that from 20 June 2022 the Orange Everyday Youth account is no longer available for opening.
■ Joint accounts	You can open an account jointly with someone else	You can't hold an account jointly with someone else
■ Banking benefits	You may be eligible for certain banking benefits – see the Orange Everyday Benefits Schedule for details and eligibility criteria.	You are eligible for certain banking benefits on your Orange Everyday Youth – see the Orange Everyday Benefits Schedule for details.

To make it easy to identify which terms apply to your Account, we've included little symbols throughout this booklet. So:

if you see...

it's telling you that those terms will apply to...



ING Orange Everyday

and so will apply to an (Orange Everyday)



ING Orange Everyday Youth

and so will apply to a (Youth Account)

■ What happens when I've got an ING Orange Everyday Youth and I have my 18th birthday?

When you turn 18, your Youth Account automatically changes to an Orange Everyday. This means that when you turn 18:

- you will be able to open a new Orange Everyday with another person; and
- fee rebates and rewards that you receive with your Youth Account will be subject to eligibility criteria and limits (see the Orange Everyday Benefits Schedule).



We'll send you a reminder to let you know when this occurs.
 You can choose to close your Everyday Account at any time
 by calling our Customer Care Specialists 24/7 on 133 464.

Features at a glance			
		ING Orange Everyday	ING Orange Everyday Youth
Benefits	■ No monthly account keeping fees	✓	✓
	■ No ING fees for ATM transactions in Australia	✓	✓
	■ Unlimited ING transactions	✓	✓
	■ Visa Debit card	✓	✓
	■ Free BPAY®, transfers to Australian bank accounts, online bank cheques and online statements	✓	✓
	■ 24 hour, 7 day access to your account	✓	✓
Fees and limits	■ The fees and limits that apply to your Everyday Account are set out in the Everyday Fees and Limits Schedule.	✓	✓
	■ ATM operators may charge fees	✓	✓
	■ ATM fee rebates may be available for eligible customers. See the Orange Everyday Benefits Schedule for current details.	✓	✓
Interest rates	■ You don't earn interest on your Everyday Account	✓	✓



Deposits	<ul style="list-style-type: none"> Deposit money into your Everyday Account any time by direct depositing your salary, cheques and any other income 	✓	✓
	<ul style="list-style-type: none"> Deposit cash and cheques at Australia Post's Bank@Post™ outlets 	✓	✓
Withdrawals	<ul style="list-style-type: none"> Withdraw money from your Everyday Account any time and use BPAY to pay bills 	✓	✓
	<ul style="list-style-type: none"> Transfer money to Australian bank accounts and use your Visa Debit card wherever Visa is accepted (including ATMs and EFTPOS) 	✓	✓
	<ul style="list-style-type: none"> Authorise PayTo payments to be debited from your Everyday Account 	✓	✗
Statement of account	<ul style="list-style-type: none"> Issued every three months (online) 	✓	✓



Key account conditions	<ul style="list-style-type: none"> ■ An Everyday Account can only be opened in a personal name 	✓	✓
	<ul style="list-style-type: none"> ■ Open your Everyday Account jointly with someone else 	✓	✗
	<ul style="list-style-type: none"> ■ No more than two joint account holders 	✓	N/A
	<ul style="list-style-type: none"> ■ No more than two Everyday Accounts per person 	✓	✓
	<ul style="list-style-type: none"> ■ Only available if you are an Australian resident for taxation purposes with an Australian residential address, and have provided ING with all of the information we require to determine your Foreign Tax Residency Status 	✓	✓
	<ul style="list-style-type: none"> ■ Email address and Australian mobile phone number required 	✓	✓
	<ul style="list-style-type: none"> ■ Account holders must be 15 to 17 years old 	N/A	✓
	<ul style="list-style-type: none"> ■ Account holders must be 18 years or older 	✓	N/A
Taxation implications	<ul style="list-style-type: none"> ■ Any bonuses, credits, rewards or rebates may have social security implications that are particular to your personal circumstances. They may also have tax implications and you should discuss this with your tax adviser. 	✓	✓



Explaining words in plain English

In this Terms and Conditions booklet:

Access Code means the password you use to access your ING account(s) using an Interactive Services, and includes your Temporary Access Code.

Account Number means the account number for your Everyday Account.

Account Terms means the terms that apply to your Everyday Account, and comprise of this Terms and Conditions booklet, the Everyday Fees and Limits Schedule and the Orange Everyday Benefits Schedule (as varied from time to time).

Anti-Money Laundering and Counter-Terrorism Financing Laws means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1) (Cth) and any other legislation, regulations or rules that apply to us in respect of anti-money laundering and counter-terrorism financing.

ATM means an automatic teller machine.

Attorney means a person authorised under a power of attorney or guardianship or administration order issued by a court or tribunal, able to act on your behalf in respect of financial matters.

Available Balance means the total balance in your account less any unsettled transactions (e.g. cheques deposited that have not yet been cleared or Visa Debit card transactions pending authorisation).

Biometric Identifier includes fingerprint, faceprint or similar biometric identifier.

BPAY means the BPAY® bill payment service that allows you to pay bills electronically.

Business Day means a week day in Sydney except a national public holiday.

Chip means the electronic microchip embedded in a physical Visa Debit card used as an additional security and an information storing, device.

Client Number means the number we give you to use with your Access Code in order to use our Interactive Service to access your ING account(s).

Code means your Access Code, PIN, any passcode you use to authenticate a transaction on your Everyday Account, and any additional security code we provide you to conduct certain transactions (including a one-time password provided by SMS to your registered Australian mobile number) as a result of our Enhanced Security Measures.

Code Security Requirements means the code security requirements described under “Keeping your Codes secret and Visa Debit card secure” on page 40.



Direct Debit means an authorisation by you for someone to collect payments from your Everyday Account through the Bulk Electronic Clearing System.

EFT institution's equipment means any electronic equipment, electronic system, communications system or software controlled or provided by, or on behalf of, an institution that subscribes to the ePayments Code to facilitate electronic funds transfers. That is, funds transfers initiated through electronic equipment in relation to which a code, customer Identifier, card or other device or component must be used.

Eligible Account means an ING Savings Maximiser, Orange Advantage or Mortgage Simplifier held in your name, either individually or jointly with another person or any other eligible ING account(s) which we may determine and notify you from time to time.

Enhanced Security Measure means any additional security measure or authentication method that we may require you to use when accessing or transacting on your account, such as a Code.

ePayments Code means the ePayments Code issued by the Australian Securities and Investments Commission (as amended from time to time).

Everyday Account means your ING Orange Everyday (if you're 18 years or older) or Youth Account (if you're 15 to 17 years old). The Youth Account is not available for opening from 20 June 2022.

Everyday Fees and Limits Schedule means the ING Everyday Banking Fees and Limits Schedule specifying fees, and limits that apply to the account.

Orange Everyday Benefits Schedule means the ING Orange Everyday Benefits Schedule, which describes the rewards and rebates that may apply to the Everyday Account, and eligibility criteria that must be met to access those rewards and rebates.

Foreign Tax Residency Status means your status as a resident of a foreign country for tax purposes, in light of ING's obligations under:

- (a) the global standard for the collection, reporting and exchange of financial account information of foreign tax residents; and
- (b) the withholding tax and reporting regime in relation to tax residents of the United States of America, known as Foreign Account Tax Compliance Act imposed by the United States Hiring Incentives to Restore Employment Act 2010,

which is incorporated into Australian law in Schedule 1 of the Taxation Administration Act 1953 (Cth).

Identifier means information that you must provide to perform a transaction on your Everyday Account that is not required to be kept secret, such as your account number, PayID and Visa Debit card details.

ING, we, us, our means ING Bank (Australia) Limited (ABN 24 000 893 292) Australian Financial Services Licence and Australian Credit Licence 229823.



ING Holding Account is an internal non-interest bearing ING bank account, which is used by ING solely in connection with the Round Up to Charity feature, to:

- receive the Round Up Amounts from ING customers using the Round Up to Charity feature;
- hold the Round Up Amounts on behalf of customers; and
- transfer these amounts to Intelligent Foundation to disburse to one or more charities (as set out in this document).

Round Up Amounts are held on trust in the ING Holding Account. The ING Holding Account will not be used for any other purpose and no funds will be held in the ING Holding Account other than Round Up to Charity Amounts.

Intelligent Foundation means Intelligent Foundation Ltd ACN 647 111 402 as trustee for the Intelligent Foundation ABN 48 156 978 613, which is an ACNC registered charity and a Deductible Gift Recipient being a public ancillary fund covered by Item 2 of subsection 30-15(2) of the Income Tax Assessment Act 1997.

Interactive Service means any service through which you can access your ING account(s) (such as your Everyday Account) electronically. It includes our mobile banking application, online banking services (accessible through our website) and telephone banking system (accessible using a touch tone phone or by speaking to a Customer Care Specialist).

International Transaction means a transaction described as such under 'International Transactions on your Visa Debit card' on page 29.

Mandate Management Service means the central, secure database of Payment Agreements operated by NPP Australia Limited.

Merchant means a person or business who accepts payment for the supply of goods or services.

Migrated DDR Mandate means a PayTo Payment Agreement established in place of an existing Direct Debit arrangement that has been transferred by a Merchant or a Payment Initiator to PayTo.

Misdirected Payment means an NPP Payment erroneously credited to the wrong account because of an error in relation to the recording of the PayID or associated account information in the PayID service.

Mistaken Internet Payment means a payment made by a user through a pay anyone banking facility and processed by a financial institution where funds are paid into the account of an unintended recipient because the user enters or selects a BSB, account number and/or PayID that does not belong to the named and/or intended recipient as a result of:

- a) the users error, or
- b) the user being advised of the wrong BSB, account number and/or PayID

Note: A Mistaken Internet Payment may be made when a user enters the wrong account details and/or PayID, or a user is given



incorrect information by the intended recipient. A Mistaken Internet Payment is not a payment that is made when a user makes a payment as a result of a scam (you must not tell anyone your Codes).

NPP means the New Payments Platform operated by NPP Australia Limited.

NPP Payment means a payment made through the NPP.

Orange Everyday means an ING Orange Everyday account held by a person who is 18 years or older.

Other Bank Account means an account another person holds with us, or an account held at another financial institution.

PayID means an easy-to-remember piece of information (such as a phone number or email address) which is linked to an account, and can be used to make payments (instead of a BSB and account number).

PayID Name means the name we give you to identify you to Payers (for example, your full name or entity name) when your PayID is used to make an NPP Payment.

Payment Initiator means the party authorised to initiate payments under a PayTo Payment Agreement or a Migrated DDR Mandate. This could be the Merchant, or a third party acting on behalf of a Merchant.

PayTo Payment Agreement means an agreement established between you and an approved Merchant or Payment Initiator, authorising them to pull funds from your Everyday Account via PayTo.

PayTo means the service which enables us to process NPP Payments from your Everyday Account in accordance with and on the terms set out in a PayTo Payment Agreement you have established with a Merchant or Payment Initiator that subscribes to the service.

PIN means the confidential personal identification number you select when applying, or requesting a new card. You may use it with your Visa Debit card when accessing your Everyday Account electronically.

Politically Exposed Person has the meaning given to that term in the Anti-Money Laundering and Counter-Terrorism Financing Rules Instrument 2007 (No. 1) (Cth).

Temporary Access Code means the initial Access Code we give to access your Everyday Account using an Interactive Service until you select another Access Code.

Unauthorised Transactions means any transaction on your Everyday Account that's not authorised by you. It does not include any transaction that is performed by you, or by anyone else, with your knowledge and consent.

Visa Debit card means the physical card or virtual card (which is linked to a digital wallet on a device) provided by us to you to use with your Everyday Account.



Visa Direct means a service provided by Visa that allows funds to be transferred to your Everyday Account using your 16 digit Visa Debit card number.

Visa payWave means the mechanism that allows you to authorise purchases using your physical Visa Debit card embedded with Visa payWave contactless technology, or your virtual Visa Debit card which is linked to a digital wallet on a device, by waving the card or device at point of sale readers displaying the contactless symbol.

you, your means each person who opens an Everyday Account, whether on your own or jointly, or an Attorney acting on your behalf.

Youth Account means an ING Orange Everyday Youth account held by a person who is 15 to 17 years old. The Youth Account is not available for opening from 20 June 2022.



2. Open sesame!

What's involved in opening an Everyday Account?

- **Eligibility** - this is the first thing you should check as you need to make sure you're eligible to open an Everyday Account
- **Applying** - you can then complete an application for an Everyday Account - please make sure you provide all the details we need for your application
- **Verifying your identity** - we check your identity
- **Everyday Account opens** - we give you the details of your new Everyday Account and send your Visa Debit card to you
- **Initial deposit and activation** - you make your initial deposit and activate your Visa Debit card
- **Income or regular deposit** - you just add money!

The Youth Account is no longer available for opening. If you're not sure of anything, give us a call to speak with one of our Customer Care Specialists or get more information from our website. We're here to help.

Requirements for opening an account



■ Am I eligible to apply?

You can apply for an Everyday Account as long as:

Orange Everyday

Youth Account

These terms apply to accounts opened before 20 June 2022

- You're an individual, and the Everyday Account:
 - isn't opened or operated on behalf of a deceased estate;
 - isn't opened or operated for business, trade, superannuation or trustee purposes (check out our website for our business products); and
 - isn't being opened under a power of attorney;
- You're an Australian resident for taxation purposes, with an Australian residential address; and
- You provide us with all documents that we ask you to provide, in a form satisfactory to us; and
- You're 18 years or older ■ You're 15 to 17 years old





■ Who can open and operate an Everyday Account?

An Orange Everyday can be opened and operated in one or two names (i.e. as a joint account).

A Youth Account can be held in one name (i.e. you can't hold the account as a joint account).

After you have opened an Everyday Account, you can appoint an Attorney to operate your Everyday Account on your behalf. If you want to appoint an Attorney, you'll need to:

- tell us your Attorney's details by completing a Power of Attorney Details Form, and provide the information and documentation that we request; and
- ensure that your Attorney complies with the Account Terms.

You will also need to tell us if you no longer want your Attorney to have the ability to operate your Everyday Account.

Your Attorney will only be able to operate on the account by calling our Customer Care Specialists 24/7 on 133 464 and answering key identity questions, or by submitting a written request. They cannot access any Interactive Services, change your Access Code or use your Visa Debit card.



■ What do I have to provide when I apply?

You need to provide:

- your full name;
- your Australian residential address;
- your Australian mobile phone number;
- your mother's maiden name (mother's original surname family name);
- your date of birth;
- your email address; and
- all documents and information that we ask you to provide, in a form satisfactory to us.



■ What does verification mean?

We can't open or allow you to transact on your Everyday Account until we've successfully verified your identity.


For an Orange Everyday held jointly, the identity of both account holders need to be verified. In addition, we'll need to verify the identity of any Attorney you appoint before they can operate your Everyday Account.

Sometimes we may be required to obtain additional information from you, such as the source or origin of funds in your Everyday Account or how you plan to use the Everyday Account. We may use a third party provider to verify some or all of this information.

If you don't provide any information we require within an acceptable time frame, we may need to place a stop on your Everyday Account.




■ **When do we not have to open or allow you to transact on your Everyday Account?**

 We do not have to open or allow you to transact on your Everyday Account if:

- any information you give us (or information we have about you) is incorrect, misleading or has changed since we received it, such that we determine (acting reasonably) that doing so would affect our legitimate business interests or pose a regulatory risk to us;
- where you have already provided us information (or we already have information about you), in our opinion, your circumstances or affairs have changed adversely in respect of your ability to perform your obligations under the Account Terms;
- we reasonably form the view that you are 'high risk' given our obligations under Anti-Money Laundering and Counter-Terrorism Financing Laws having regard to the risks in providing our services to you (for example risks posed by your Foreign Tax Residency Status (including where you don't provide us with information we request regarding your Foreign Tax Residency Status); your sources of funds and wealth; your business or employment; the country/ies in which you reside; the services we provide to you and the method through which you access those services; and/or your status as a Politically Exposed Person); or
- you have not provided us with all of the information we require to determine your Foreign Tax Residency Status.

■ **My Foreign Tax Residency Status**

 We're required to collect certain information about you in order to determine your Foreign Tax Residency Status and, where we are required by law, we'll provide that information (as well as information about any Everyday Account you hold) to the Australian Taxation Office (ATO). The ATO will in turn exchange that information with equivalent foreign country tax authorities in accordance with the Australian Government's international obligations.

In order to determine your Foreign Tax Residency Status (at the time you open an Everyday Account and continue to have an Everyday Account), we may need to obtain additional information from you, including documentation and certifications. If you don't provide any information we reasonably request by the time we require it, we may refuse to provide an Everyday Account to you.



Any determination that we make regarding your Foreign Tax Residency Status does not constitute tax advice.



■ **My Everyday Account is opened!**

We'll let you know when this happens and give you the details of your new Everyday Account. We'll also send your physical Visa Debit card to you.

(If this is your second Everyday Account, we can link this Everyday Account to your existing Visa Debit card – just ask).



■ **How do I make an initial deposit to my Everyday Account?**

You can make an initial deposit by:

- transferring funds from an eligible ING account to your new Everyday Account;
- completing a direct deposit (of any amount) from an external bank account to your new Everyday Account using the ING BSB (923-100) and your new Account Number (not your Client Number or Visa Debit card number);
- having your income deposited to your new Everyday Account (see below); or
- mailing an initial deposit by cheque to ING, drawn from a bank account, and made payable to yourself or ING.

You won't be able to make any transactions on your Everyday Account until we accept your initial deposit and the funds have been cleared.



■ **How do I activate my Visa Debit card?**

To activate your Visa Debit card, you need to:

log in to internet banking at ing.com.au to activate your card, and select the "Settings" tab under the "Account" section, select "Card Management" and follow the steps to activate your card.

You can also activate your Visa Debit card by following the prompts in mobile banking when you select your Everyday Account.



■ **Activating my account and acceptance of the Account Terms**

You cannot transact on an Everyday Account (including by use of your Visa Debit card) until your Everyday Account is activated. Your Everyday Account is activated by making an initial deposit into the account and activating your Visa Debit card.

Upon activation of your Everyday Account:

- you agree to the Account Terms;
- you confirm that you have asked for, and want to use, the Visa Debit card; and



- you agree to the Privacy Statement set out in this Terms and Conditions booklet.



■ **How do I arrange for my income or regular deposit to go into my Everyday Account?**

All you need to do is give the ING BSB (923-100), your Account Number (not your Client Number or Visa Debit card number) and the name(s) of the account holder(s) to:

- your employer; and
- any other person, company or government agency regularly depositing money into your Everyday Account.



3. Money in my pocket please

What we pay + tax

- ATM fees
- About Interest
- Bonuses, credits or rebates
- Social security and tax implications

ATM fees



■ No ING fees when using an ATM in Australia

We don't charge fees when you use your Everyday Account to access an ATM in Australia.



■ Operator fees when using an ATM in Australia

If you use an ATM in Australia, you may incur an ATM operator fee. This fee will be debited from your Everyday Account.

- We may rebate some or all of these fees in some circumstances (for details, please see the Orange Everyday Benefits Schedule).



■ Fees for accessing an ATM overseas

For ATMs outside Australia, we may charge you a fee for accessing an ATM overseas (for details, see the Everyday Fees and Limits Schedule). ATM operators outside Australia may also charge you ATM operator fees. These fees will be debited from your Everyday Account. However, the method of disclosure of any such ATM operator fees may differ across financial institutions and across countries.

- We may rebate some or all of these fees in some circumstances (for details, please see the Orange Everyday Benefits Schedule).





About interest

The Everyday Account does not pay interest.

However, if you hold one of our interest bearing personal savings accounts, you can link it to your Everyday Account and transfer funds for immediate access using our Interactive Service.



Bonuses, credits, rewards or rebates

Sometimes we may offer special promotional bonuses, credits or rebates. The rates, duration and any other terms and conditions of the promotion may be provided separately to the Account Terms.

If you're eligible for a promotion, the appropriate bonus, credit or rebate will be shown in your statement of account.

Any bonus, credit, reward or rebate will be available for you to use the day after it is credited to your Everyday Account.

Should you access any bonus, credit, reward, or rebate in a manner that, in our reasonable opinion, is not satisfactory or in line with the intent of the offer we may place a stop or freeze on your Everyday Account or close your Everyday Account.

We may also refuse to honour the bonus, credit, reward or rebate, or reclaim any benefit provided to you.

Access to any bonus, credit, reward or rebate is subject to meeting eligibility requirements. Any bonus, credit, reward or rebate offer may be withdrawn by us at any time for any reason. We'll let you know if we do this.



Social security and tax implications

Any bonuses, credits, rewards or rebates you receive may have social security implications that are particular to your personal circumstances. They may also have tax implications and you should discuss this with your tax adviser.



4. Money in, money out

Transacting on your Everyday Account

- Making deposits
- Making withdrawals
- Statement of account
- Cancelling or changing instructions
- The nitty gritty of using an Interactive Service or Visa Debit card
- Your security and Codes
- Everyday Round Up



Before we give you all the nuts and bolts of the inner workings of your Everyday Account, here are a few general things you need to know about deposits, withdrawals and balances.

- We'll process deposits and withdrawals as soon as we can, but not necessarily on the day we receive them.
- If there's an error, or a cheque has been dishonoured, we may need to adjust your deposits and withdrawals, and consequently your balance, to reflect both your and our legal obligations.

Transacting on your Everyday Account



■ No joint holders for Youth Account

The Youth Account can be operated in one name only.



■ Joint account holders for Orange Everyday

The Orange Everyday can be opened and operated in one or two names.

If you open an Orange Everyday jointly with someone else, we'll accept instructions to operate your Orange Everyday from any one of you (we call this an 'any to operate' authority), unless you tell us that such instructions must be provided by all of you (we call this an 'all to operate' authority) - in which case, we'll only accept instructions to operate your Orange Everyday from all of you.



If you have an any to operate authority on your Orange Everyday, this means:

- you and your joint account holder can operate the Orange Everyday independently of each other and instructions in respect of the Orange Everyday can be given by either of you;
- either one of you can, without the other, transact on the Orange Everyday, including:
 - making withdrawals from the Orange Everyday, including BPAY payments and withdrawals to Other Bank Accounts;
 - using an Interactive Service; and
 - using a Visa Debit card; and
 - Viewing and actioning PayTo Payment Agreements; and
 - Managing PayTo Payment Agreements, including changing the account or PayID linked to a PayTo Payment Agreement; and
- either one of you can ask to close the Orange Everyday.

If you have an all to operate authority on your Orange Everyday, it means we will only do these things if both of you provide an instruction to do these things. You can call us to set up an all to operate authority on your Orange Everyday.

We will not be liable for any loss or damage you or anyone else suffers as a result of us acting on instructions given by either one of you.

You are individually liable and jointly liable with your other joint account holder, to us for:

- any transaction on your Orange Everyday; and
- any amount owing to us in relation to your Orange Everyday.

If one joint account holder passes away, we treat the balance of the Orange Everyday as belonging to the living account holder.



Making deposits

After your Everyday Account is activated, you can make deposits by:

- transferring money from any of your other eligible ING accounts using an Interactive Service (see “Making deposits using an Interactive Service” on page 24);



- arranging for money to be transferred from an Other Bank Account via a direct deposit, e.g. salary or other income payments. To do this you need to either:
 - a) provide the ING BSB (923-100) and your Account Number shown on your statement of account (not your Client Number or your Visa Debit card number);
 - b) provide your PayID (if you have created one), with any other required information to the depositor or financial institution making the deposit;
- cheque sent to ING (see “Making deposits by cheque” on page 24);
- arranging for money to be transferred to your Everyday Account through Visa Direct; and
- cash/cheque at Australia Post’s Bank@Post (see “Making deposits using Bank@Post” on page 25).

We’re unable to accept deposits of:

- international drafts, cheques or currency;
- money orders;
- traveller’s cheques; or
- cash/cheques at an ATM.

Your Attorney can transact on your Everyday Account by calling our Customer Care Specialists, providing your Client Number and answering key identity questions. They cannot access the Interactive Service, change your Access Code, or use your Visa Debit card.



■ **Making deposits using an Interactive Service**

When transferring from an ING account to your linked Everyday Account the money will be available immediately.



■ **Making deposits by cheque sent to ING**

Any subsequent cheque deposits after activating your Everyday Account must be drawn on an Australian financial institution.

They need to be:

- accompanied by a deposit slip and/or your name and Account Number; and
- made payable to you or ING.

We will not accept cheques originally made out to anyone other than you or ING.

Please note we are unable to accept cheques that are future dated, stale (dated more than 15 months ago at time of receipt by ING), not authorised, physically altered (without initialisation by drawer), damaged or if details are missing or incorrect.

For information on where to send cheques, please refer to the FAQ section on our website.





■ Making deposits using Bank@Post

Deposits can be made at any Australia Post outlet offering the Bank@Post service. Check your local participating Australia Post outlet for opening hours.

To make Bank@Post deposits you need your physical Visa Debit card. Deposits can be cash, cheques or a combination of both.

For cash deposits, note that Australia Post may limit the amount of cash you can deposit each day using the Bank@Post service (\$3,000 as at the date of this Terms and Conditions booklet) and may refuse to deposit excessive coins or small denomination notes.

For cheque deposits, note that Australia Post is unable to accept cheques that are future dated, stale (dated more than 15 months ago at time of receipt by Australia Post), not authorised, physically altered (without initialisation by drawer) or if payee details are missing, not drawn on an Australian financial institution, or payable to joint names (cheques must be payable to the name on your Visa Debit card).



■ Clearance of cheques

When a cheque is deposited to your Everyday Account, that money cannot be used or withdrawn until we've cleared the cheque and the money becomes 'cleared funds'. This usually takes 3 to 5 Business Days, or 7 Business Days if deposited using the Bank@Post service.

If a cheque is dishonoured, i.e. the bank on which it is drawn refuses to pay the value of that cheque, we'll debit your Everyday Account for the amount of that cheque, plus any bonuses and rebates relating to that cheque.



■ Receiving a deposit through Visa Direct

Deposits can be received into your Everyday Account from participating merchants and other individuals through Visa Direct. Deposits are made using your 16 digit Visa Debit card number.

Making withdrawals

You can withdraw cleared funds from your Everyday Account by using an Interactive Service or your Visa Debit card.

To help better protect your Everyday Account, we may ask you to enter a Code when carrying out certain transactions.

In the case of joint accounts, you may ask that withdrawals may only be made with the approval of all joint account holders (we call this an all to operate authority).





- **Your Attorney can transact on your Everyday Account by calling our Customer Care Specialists, providing your Client Number and answering key identity questions. They cannot access the Interactive Service, change your Access Code or use your Visa Debit card.**



■ **Scheduled withdrawals**

Scheduled withdrawals to a bank account or by BPAY can only be made if there are sufficient cleared funds in your Everyday Account. These cleared funds need to be in your Everyday Account by midnight the Business Day before the withdrawal is scheduled.

If there are insufficient cleared funds when the scheduled withdrawal is processed that specific withdrawal will be cancelled. Future scheduled withdrawals will remain.

If the scheduled withdrawal is on a non-Business Day, it will generally happen the next Business Day.

We recommend you check your Everyday Account to make sure scheduled withdrawals are made on the due dates.



■ **Making withdrawals to Other Bank Accounts**

You can withdraw cleared funds in your Everyday Account to Other Bank Accounts by logging in at the ING website

To make withdrawals using our Interactive Service you need details of the bank account you're paying, such as:

- the BSB, account number and the account holder's name(s); or
- the account holder's PayID.

For withdrawal limits to Other Bank Accounts, please see the Everyday Fees and Limits Schedule.

If you make an NPP Payment to another Other Bank Account from your Bank Account using a PayID, you must ensure that you input the PayID correctly and check the PayID Name before sending the NPP Payment.

Take great care when entering the account details. ING does not verify or validate the BSB, account number, account name or PayID, and may not be able to recover funds transferred to Other Bank Accounts (see "Mistaken Internet Payments" on page 54).



■ **Processing times**

If a withdrawal to the Other Bank Account (other than an NPP Payment) is made before the cut-off time on a Business Day (for cut-off times, please see the FAQ section



on our website), the funds are generally transferred to the Other Bank Account on the same Business Day.

If a withdrawal to the Other Bank Account is made after the cut-off time on a Business Day, or on a non-Business Day, the funds are generally transferred to the Other Bank Account on the Business Day after the withdrawal is made.

If a withdrawal to the Other Bank Account is made as an NPP Payment, the funds are generally transferred to the Other Bank Account in real time, provided there are sufficient cleared funds in your Everyday Account.



■ **Making withdrawals with your Visa Debit card**

You can use your Visa Debit card to withdraw cleared funds in your Everyday Account throughout Australia and overseas.

Your card can be used at:

- Merchants—to purchase goods or services, and/or withdraw cash at participating Merchants;
- ATMs—to withdraw cash; and
- financial institutions displaying the Visa logo—to withdraw cash.

Some ATMs may not have money available for withdrawals and some Merchants, financial institutions and/or ATMs may not accept your Visa Debit card. If an ATM doesn't return your Visa Debit card contact us immediately.

To complete a transaction with your Visa Debit card, you may need to:

- enter your PIN;
- sign the transaction receipt; and/or
- provide a particular form of identification.

Using Visa payWave

Visa payWave can be used to authorise purchases at Merchants displaying the contactless symbol, simply by waving your Visa Debit Card at the Merchant's point of sale reader. ATMs that display the contactless symbol may also allow you to withdraw cash, again by waving your Visa Debit Card at the ATM's card reader.

Before authorising transactions using Visa payWave, you must check that the transaction amount on the ATM, Merchant's reader or cash register is correct.

There is no need for a Visa payWave purchase transaction to be authorised by a PIN or signature, provided that the transaction is within the relevant authorisation limits set out in the Everyday Fees and Limits Schedule.

Cash withdrawals transactions using Visa payWave will always require a PIN or signature.



Withdrawal limits

Any cash from an ATM, financial institution, Bank@Post or Merchant will make up part of your daily cash limit. The minimum or maximum amount of purchases or cash you can withdraw, however, will depend on the ATM, financial institution, Bank@Post or Merchant. Note that you can use Visa payWave (with your PIN) to withdraw cash. Visa Debit card withdrawal limits are set out in the Everyday Fees and Limits Schedule.

Authorisation

The Merchant may seek authorisation if you:

- select the 'credit' button when you use your Visa Debit card to make purchases;
- use your Visa Debit card to make a Visa payWave transaction;
- you use the 16 digit card number to pay for goods or services.

This is to establish there are sufficient funds in your Everyday Account. This authorisation may also be completed for a transaction that happens some time in the future, such as car hire, accommodation and at unmanned terminals, e.g. unmanned parking stations. The transaction may take some weeks to be processed and debited to your Everyday Account.

Authorisation and available funds

Once the authorisation is obtained, it will reduce the amount of available funds in your Everyday Account.

If the purchase or other transaction is not completed, the amount of available funds may continue to be reduced for up to 38 calendar days after the authorisation takes place, in accordance with Visa rules.

Consequently, you may find you have no, or reduced available funds in your Everyday Account.

When the goods and services have been supplied, the Merchant may request a subsequent authorisation for the actual costs.

Merchants

The price Merchants charge for goods or services purchased with the Visa Debit card may be different than if purchased with cash.

When a Merchant displays the 'Visa' or 'EFTPOS' symbol they're not promising all their goods and services may be purchased with the Visa Debit card.



Unless required to do so by law we do not accept any liability:

- if any Merchant or financial institution displaying a Visa symbol refuses to accept or honour a Visa Debit card; or
- for goods or services purchased with a Visa Debit card.

Any complaints about a refusal to accept a Visa Debit card, or the goods or services purchased, must be resolved directly with the Merchant.

International Transactions on your Visa Debit card

An International Transaction is any transaction:

- in a foreign currency; or
- in Australian dollars or a foreign currency, where:
 - the Merchant or financial institution accepting the card; or
 - the entity processing the transaction, is located outside of Australia.

Warning: You will not always know that a Merchant or a processing entity is located outside Australia.

We will apply an International Transaction fee for each International Transaction posted to your Everyday Account. For the current International Transaction fee, please see the Everyday Fees and Limits Schedule.

If you have an Orange Everyday, we may rebate the International Transaction fees charged to your Everyday Account in some circumstances if you satisfy the eligibility criteria set out in the Orange Everyday Benefits Schedule.

- If you have a Youth Account, we will rebate all International Transaction fees that you incur.

When you use your Visa Debit card to make an International Transaction, Visa International converts the transaction into Australian dollars using:

- a rate Visa International selects from the range of rates in wholesale currency markets, as at the date they process the transaction. The rate they receive may vary from the rate they've selected; or
- a rate a government requires Visa International to apply to the conversion, as at the date they process the transaction.

Visa International may convert a foreign currency transaction into US dollars before converting it into Australian dollars.



Warning: Your Visa Debit card must not be used for any unlawful purpose, including buying goods or services prohibited by Australian law. In relation to the Youth Account certain Merchant codes may be blocked and attempted transactions will not be processed.

We may refuse to authorise a transaction using your Visa Debit card if it's been reported lost or stolen, or we have any other good reason to do so (see "Putting the brakes on" on page 59).



■ Making recurring payments

You can nominate your Everyday Account to be used for recurring payments to Merchants and billing organisations. Depending on the Merchant or biller, you may do this by providing your Visa Debit card number and expiry date.

If you don't have sufficient cleared funds in your Everyday Account for a recurring payment it will be rejected and you should contact the Merchant or biller to arrange for payment.

You must notify the Merchant or biller directly if you close your Everyday Account or your Visa Debit card details change, including a change in the debit card number and/or change of the debit card expiry date.



■ Making withdrawals by direct debit

You can nominate your Everyday Account to be used for direct debit requests at any other financial institution or organisation by providing the ING BSB (923-100) and your Account Number.

If you don't have sufficient cleared funds in your Everyday Account for a direct debit it may be rejected. You should contact the institution or organisation making the direct debit to arrange for payment.

Any fees the institution charges as a result are your responsibility.



■ Making withdrawals by PayTo

You can nominate your Everyday Account to be used for PayTo Payment Agreements with participating PayTo Merchants or Payment Initiators by providing:

- the ING BSB (923-100) and your Account Number; or
- your PAYID linked to your Everyday Account.

If you don't have sufficient cleared funds in your Everyday Account for a PayTo payment, it may be rejected.



Migration of Direct Debit Arrangements

Merchants and Payment Initiators who have existing Direct Debit arrangements with you may migrate these arrangements to PayTo Payment Agreements—called Migrated DDR Mandates. This allows transactions under the arrangements to be processed through the NPP.

Migrated DDR Mandates can only be established against an active Everyday Account.

You are entitled to prior written notice of variation to your Direct Debit arrangement and changed processing arrangements, as specified in your Direct Debit agreement, from the Merchant or Payment Initiator. If you do not consent to the variation of the Direct Debit arrangement you must advise the Merchant or Payment Initiator.

If you do not advise the Merchant or Payment Initiator that you do not consent to your Direct Debit arrangement being migrated to PayTo, the Merchant or Payment Initiator may create a PayTo Payment Agreement in the Mandate Management Service that reflects the terms of your Direct Debit service agreement. The Migrated DDR Mandate will be deemed to have been approved by you. We will not seek your approval of a Migrated DDR Mandate.

Once the Migrated DDR Mandate has been created by the Merchant or Payment Initiator, no payments will be able to be deducted from your Everyday Account against it for up to 5 calendar days. It is your responsibility to review the terms of the Migrated DDR Mandate in this time. If you do not agree to the terms, you may cancel the Migrated DDR Mandate within this time to avoid payments from being deducted against it.

If you decide to cancel a Migrated DDR Mandate within this 5 day period, the Merchant or Payment Initiators may decide to maintain and rely on your existing Direct Debit arrangement. You may amend, pause (and resume), cancel or transfer (when made available) your Migrated DDR Mandates, or receive notice of amendment, pause or resumption, or cancellation initiated by the Merchant or Payment Initiator as referenced in ING's PayTo Terms and Conditions.

Making withdrawals by BPAY

You can withdraw cleared funds in your Everyday Account by using BPAY.

To make BPAY payments by accessing our Interactive Service you need the:

- amount of the payment;
- biller code and customer reference number; and



- date you want the BPAY payment made.

In order for us to make the payment you need to make sure:

- the information you provide is correct; and
- there are sufficient funds in your Everyday Account for any BPAY payments.

For limits that apply to payments made via BPAY, please see the Everyday Fees and Limits Schedule. Remember, when we make a BPAY payment on your behalf we're not acting as your or the biller's agent.

Processing times

Billers who participate in the BPAY Scheme agree that generally they'll treat a BPAY payment as received:

- on the day you make the BPAY payment, if you tell us to make that payment before the cut-off time on a Business Day (for cut-off times, please see the FAQ section on our website); or
- on the next Business Day, if you tell us to make that payment either after the cut-off time on a Business Day or on a non-Business Day.

There may be additional processing time of one day or more when:

- there's a national public holiday the day after you tell us to make a BPAY payment;
- you tell us to make a BPAY payment either after the cut-off time on a Business Day, or on a non-Business Day; or
- the biller or another financial institution involved in the BPAY payment doesn't meet their obligations under the BPAY Scheme.

It pays to check

If you instruct us to make a payment to a biller and discover that:

- the amount you told us to pay is greater than the amount you needed to pay, you should contact the biller for a refund; or
- the amount is less than the amount you needed to pay, you should pay the difference (using BPAY or another method).

If you've made a mistake when instructing us to make a BPAY payment please contact the biller directly, alternatively please call us and we will attempt to recover the mistaken amount from the biller.

Make sure you check your Everyday Account records carefully and contact us immediately if you become aware:

- you've made a mistake when instructing us to make a BPAY payment;
- of any delays or mistakes in processing your BPAY payment;



- you didn't authorise a BPAY payment from your Everyday Account; or
- you think you have been fraudulently induced to make a BPAY payment.

A mistaken or incorrect BPAY payment does not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that biller.

If a payment cannot be processed

If we're notified that your BPAY payment cannot be processed by a biller, we'll:

- let you know;
- credit your Everyday Account with the amount of the payment; and
- if you wish, help you make a payment to that biller as soon as possible.

Complaints and liability

Any complaints about goods or services purchased with a BPAY payment (rather than about payment processing) must be resolved directly with the biller concerned.



■ Making withdrawals by bank cheque

You can withdraw cleared funds in your Everyday Account with a bank cheque by logging in at the ING website.

Bank cheques can be made payable to yourself or another person.

For bank cheque withdrawal limits, please see the Everyday Fees and Limits Schedule.

In most circumstances, we'll only dishonour or stop payment of a bank cheque if:

- it's a forgery or unauthorised;
- it's been physically altered;
- it's been reported lost or stolen;
- a court has made an order to restrain payment; or
- the bank doesn't receive payment for the cheque.

If you no longer need the bank cheque you can cancel it and ask for a refund by giving us the original bank cheque.



■ Overdrawn Everyday Account

We don't provide credit

As we don't provide any credit on your Everyday Account, you must not withdraw or make a transaction for any amount greater than the Available Balance of your Everyday Account.

In some circumstances, a transaction processed on your Everyday Account may cause you to make a transaction for an amount greater than the Available Balance of your



Everyday Account - if this happens, it means your account will be 'overdrawn'. This may occur, for example, when a transaction is conducted during a system outage.

You need to pay back what you've overdrawn

If a transaction causes your Everyday Account to be overdrawn, you must return your Everyday Account to a positive balance within 60 days.

What may happen if your Orange Everyday is overdrawn

You should inform us as soon as possible if you are in financial difficulty.

We may close your Orange Everyday if the account is overdrawn for more than 60 days and the amount remains unpaid.

If we close your Orange Everyday because it's overdrawn, the final statement for your Everyday Account may show a zero balance, however you'll still be required to clear your debt to us.

You agree to pay us any reasonable legal fees we reasonably incur in seeking to recover the overdrawn amount from you.

Even if we honour a transaction, or do so more than once, it doesn't mean we have any obligation to do so in the future.

We may transfer money to cover any overdrawn

If your Orange Everyday is overdrawn we may transfer the money to cover any losses from any other account you have with us that's in the same name as your Orange Everyday, including joint accounts.

If any other account you hold with us is overdrawn, including joint accounts, we may transfer money from your Orange Everyday up to the amount owing.

We're not liable for any loss that may occur whether we do this or not.

If we transfer money to cover any overdrawn, we'll let you know as soon as possible.

We may set-off or combine your accounts with us

If you have another account with us, we may without notice:

- set-off the whole, or any part of, your account balance to satisfy any amount you owe us under other accounts (including any loan accounts) held in the same name with us;
- combine your account with such other accounts.

This means that we may transfer any credit balance of any other account you hold with us to your Orange Everyday if it is in debit and vice versa. We may do this at any time and



without prior notice to you, however we'll inform you if we have exercised this right.

If we combine accounts, we'll comply with any applicable requirements of the Code of Operation: Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Department of Veterans' Affairs payments.

We will inform you promptly after exercising our right to combine your accounts.



Statement of account

Your statements will be provided and be available to you online for up to 7 years from the statement date (including after you've closed your Everyday Account). You can access these by logging in at the ING website. We issue a statement of account every three months (or more frequently if you ask us to) and we'll let you know by email when a new statement is available in online banking. Alternatively, if you want a copy of a particular statement you may call us.

Each statement will record all transactions on your Everyday Account since the last statement. We recommend you check your statements carefully.

If you believe there's a mistake, or a transaction wasn't authorised by you, tell us straight away (see "We welcome feedback and resolving concerns" on page 75).



Cancelling or changing instructions

You should contact one of our Customer Care Specialists immediately if you want to stop or suspend a transaction. We are not liable to anyone if we've already debited the amount from your Everyday Account.

Here are some specific instructions for different services.



■ Withdrawals using an Interactive Service

You cannot stop or suspend a withdrawal from your Everyday Account using an Interactive Service or Visa Debit card after instructions have been given to us, as this transfer occurs immediately.



There may be times when a withdrawal from your Everyday Account, using an Interactive Service, may be stopped or suspended. However, this will depend on:

- the method by which you instruct us to make the withdrawal;
- whether the transaction was made on a Business Day; and
- the time the transaction was requested.

You need to call us immediately to request the stop or suspension.

If the withdrawal cannot be stopped or suspended, contact the recipient to request the funds be returned.



■ **Direct deposit and direct debit arrangements**

Under a direct deposit arrangement you can alter, stop or suspend an individual deposit by contacting the depositor or financial institution making the deposit.

You can cancel a direct debit arrangement you have involving your Everyday Account by calling us 24/7 on 133 464. We will then promptly place a stop on that direct debit arrangement (based on the information you provide us). This will mean that any request from a third party to debit your Everyday Account under that arrangement will be rejected. We may also ask you to contact the debit user and inform them that the direct debit arrangement has been cancelled.



■ **PayTo Payment Agreements**

Once a PayTo Payment Agreement has been established on your Everyday Account, you will be able to amend, pause, resume or cancel the PayTo Payment Agreement via Online Banking. If paused or cancelled, the Merchant or Payment Initiator will not be able to deduct funds against the PayTo Payment Agreement. You should check with the Merchant or Payment Initiator before pausing or cancelling a PayTo Payment Agreement, as they may charge you a fee for missed or late payments or require you to make payments in some other way.



■ **Scheduled transfers**

You can stop or suspend an individual scheduled transfer or scheduled BPAY payment from your Everyday Account by logging in at the ING website and cancelling it before the date of the transfer, otherwise the transfer cannot be stopped or suspended.



The nitty gritty of using an Interactive Service or Visa Debit card



■ Your Client Number and Access Code

To access your Everyday Account via an Interactive Service you need to use your Client Number and Access Code.

We'll give you a Client Number when you first open an account with ING.

You may select an Access Code during the application process or we'll give you a Temporary Access Code. You must select a PIN for your Visa Debit card during the application process. You can also change your PIN at a later time in online banking or mobile banking.

If you're given a Temporary Access Code, the first time you use an Interactive Service, you'll be required to select your own personal Access Code. We'll explain how to do this when you log in.

You may also access your Everyday Account by phoning a Customer Care Specialist, providing your Client Number and answering some key identity questions.

For joint accounts, each of you as an account holder:

- will be given a separate Client Number and Temporary Access Code (if not already selected);
- will need to select your own PIN during the application process or when requesting a Visa Debit card; and
- must individually use the Interactive Service with your own Client Number and Access Code.



■ Transactions via an Interactive Service

You can:

- change your Access Code;
- enquire about your Everyday Account balance;
- make a payment to your other ING accounts;
- get details of your most recent transactions; and
- make a BPAY payment to certain billers.

Using the ING website you can also:

- get details of all transactions on your Everyday Account (including online statements);
- make a BPAY payment;
- make a payment to Other Bank Accounts;
- view and action PayTo Payment Agreement requests
- manage PayTo Payment Agreements
- order a bank cheque;
- change your contact details;
- activate your Visa Debit card; and
- apply for another ING product.



Your Attorney can do any of these transactions (except change your Access Code, order a bank cheque or activate your Visa Debit card) by calling a Customer Care Specialist, providing your Client Number and answering key identity questions. Your Attorney cannot access an Interactive Service or use your Visa Debit card.



■ Confirmation of transactions

You can confirm Everyday Account transactions by:

- logging in at ing.com.au, selecting “Accounts” and then selecting the relevant account; or
- calling one of our Customer Care Specialists on 133 464.



■ Deposit discrepancy

If there is a discrepancy between the deposit amount recorded on an Interactive Service and the amount we’ve recorded as received into your Everyday Account we’ll:

- notify you of the difference as soon as possible; and
- advise you of the actual amount credited to your Everyday Account.

If this occurs, the amount we’ve recorded as received into your Everyday Account will be presumed to be the amount that is actually received into your Everyday Account.

However, if you disagree, you have the opportunity to show us evidence that, that amount is incorrect.



■ Keeping track of transactions

When you withdraw from your Everyday Account via an Interactive Service, we’ll give you a receipt to confirm your transaction, in accordance with the ePayments Code.

Receipts for scheduled withdrawals and withdrawals by bank cheque may not be available until the transaction has been processed.

If you’re speaking with a Customer Care Specialist or using our interactive phone service, we’ll give you a verbal receipt to confirm your transaction, unless you tell us at the time you don’t want one.

Save your receipt details for your records and check them against the relevant statement.

If you believe there is an error, or if you have any other concerns, let us know straight away (see “What to do if you have a concern” on page 75).





■ Your instructions

We have the authority to act on your instructions in relation to any transaction. If it's not possible to carry out these instructions:

- the transaction may not be processed;
- we may defer processing the transaction; or
- we may seek further information from you before carrying out the instructions.

Instructions can only be cancelled or changed in accordance with the Account Terms. You are responsible for ensuring that you or your Attorney provides us with the correct instructions.



■ System failures and maintenance

You acknowledge there may be times when you're temporarily unable to access an Interactive Service or use your Visa Debit card due to system failures or maintenance. You may still be able to access or transact on your Everyday Account by calling a Customer Care Specialist.

The Interactive Service and Visa Debit card belong to ING. As an account holder, the Interactive Service and Visa Debit card are for your banking use only and restricted by the provisions of this Terms and Conditions booklet.



■ Your Visa Debit card expiry and replacement

Your Visa Debit card is only valid during the period stated on the physical card and cannot be used after this date.

We may:

- automatically issue you with a new Visa Debit card before the expiry date; and/or
- issue a replacement debit card at any time.

To request a replacement card, you can call us.



Your security and Codes

■ Enhanced Security Measures

When you're using our Interactive Service and/or contact us to initiate a transaction, there may be times when you need to use our Enhanced Security Measures. These measures are in place for both your protection and ours.

If you don't use the Enhanced Security Measures when asked:

- you may be denied access to our Interactive Service; and/or
- you may need to conduct certain transactions with one of our Customer Care Specialists.



If you hold or have authority to transact on any other ING product, the Enhanced Security Measures will apply to those products.

Where we hold an email address for you we may also send an email confirming certain transactions.

If you're unable to use our Enhanced Security Measures, please call one of our Customer Care Specialists to discuss alternative options.



■ **Keeping your Codes secret and Visa Debit card secure**

It's important to take all reasonable precautions and follow the Code Security Requirements (as set out below) to ensure your Codes, Client Number and Visa Debit card are not misused, and remain secure and confidential.

This means that:

- You must not tell anyone your Codes, including any member of your family, your Attorney or any other person, unless we ask you to provide your Code in the following specific circumstances:
 - When you call one of our Customer Care Specialists to perform a transaction, we may ask you to tell us the one-time passcode that we provide by SMS to your registered Australian mobile number. You should provide it to us so that we can process the transaction. Note that we will never call you to perform a transaction and ask for your Codes – if anyone does this, you should hang up and call one of our Customer Care Specialists immediately.
 - When you speak with one of our Customer Care Specialists, we may need to verify your identity (including where you request to update your personal details) – to do so, we may ask you to tell us the one-time passcode that we provide by SMS to your registered Australian mobile number and you should provide it to us so that we can verify that we are speaking with you.
- You must not let anyone else, whether acting as your agent or not, access our Interactive Service using your Client Number and Codes.
- You must not select a Code that consists of repeated, ascending or descending numbers, or numbers that are associated with your birth date, Client Number or an alphabetic code which is a recognisable part of your name.
- You must not give your Visa Debit card to anyone else or let them use it.



- You must not keep a record of any Code (without making a reasonable attempt to protect the security of the Code) on your Visa Debit card, in or on anything you usually carry with your Visa Debit card, as it could be lost or stolen at the same time as the Visa Debit card. The only exception from this requirement is where the Code is a one-time passcode that we provide by SMS to your registered Australian mobile number and you have linked your virtual Visa Debit card to the digital wallet on the device linked to that Australian mobile number.
- You must not be careless about protecting the security of your Codes.
- You must not let anyone else see you entering your PIN or other Code at an ATM or point of sale terminal.

You must check regularly to make sure you still have your physical Visa Debit card or the device with a digital wallet that your virtual Visa Debit card is linked to.

Your PIN will be automatically de-activated after three unsuccessful attempts to enter your PIN. If this happens, you'll need to contact one of our Customer Care Specialists and we can re-activate your PIN, as long as the Visa Debit card is in your possession. Alternatively, we can issue you a replacement physical Visa Debit card with a new PIN.

As soon as you realise or suspect anyone else knows any of your Codes (including your Access Code or PIN), or your Visa Debit card is lost, stolen or used without your permission, or that there has been an Unauthorised Transaction, please call our Australia-based Customer Care Specialists straight away on 133 464.

It's important that you tell us as soon as you realise or suspect anyone else knows any of your Codes (including your Access Code or PIN) or your Visa Debit card is lost, stolen or used without your permission because if you don't do so you may be liable for any transactions that occur on your Everyday Account, including all associated fees and charges – see 'Who's responsible' on page 49.

If you realise or suspect anyone else knows your Access Code or PIN:

- for your Access Code – we'll ask you to select a new Access Code using our interactive phone service;
- for your PIN – you can select a new PIN using online banking or mobile banking. We can also issue you a replacement Visa Debit card with a new PIN.

If you don't select a new Access Code or PIN when asked, a stop will be placed on your Everyday Account until you do so.

If we know or suspect that anyone else knows any of your Codes,



we may place a stop on your Everyday Account. In that event, you should contact us to have the stop removed and then:

- for your Access Code – you'll need to select a new Access Code using our interactive phone service;
- for your PIN – you'll need to select a new PIN using online banking or mobile banking. Alternatively, you can request a replacement Visa Debit card with a new PIN.

If you call to alert us that another person knows, or has used your Codes or Visa Debit card and our phone service is not available, you won't be liable for any losses that occur while these facilities are not available. This is provided that you notify us within a reasonable time of the phone services becoming available again.

If your physical Visa Debit card has a Chip:

- you must ensure that the Chip is protected from misuse, tampering, damage, destruction, unauthorised use or removal;
- no one other than you may use the physical Visa Debit card; and
- if you are required to destroy the physical Visa Debit card (under this Terms and Conditions booklet), you must do so by cutting the Chip in half.



Everyday Round Up

You may choose at any time to activate Everyday Round Up on your Everyday Account.

Everyday Round Up is an optional feature which rounds up the value of certain transactions debited to your Everyday Account, and automatically transfers the amount by which the transaction is rounded up (the 'Round Up Amount') from your Everyday Account to:



- an Eligible Account nominated by you (the 'Round Up to Eligible Account' feature); or
- firstly, our ING Holding Account and then as a donation to Intelligent Foundation on your behalf, who disburses donations to another charity (the 'Round Up to Charity' feature).

You can only choose one of the options above for each Visa Debit card linked to your Everyday Account(s), at any one time.





■ Eligible transactions

Everyday Round Up is available on purchase transactions debited to your Everyday Account using your Visa Debit card or the information printed on it. This includes transactions made using Visa payWave, Apple Pay and Google Pay.

Everyday Round Up does not operate in respect of cash withdrawals from an ATM using your Visa Debit card, direct debits or BPAY payments from your Everyday Account, or withdrawals from your Everyday Account made by bank cheque or by using an Interactive Service.



■ Round Up Amounts

When you activate Everyday Round Up, you can choose from the following Round Up Amounts:

- round up to the nearest \$1; or
- round up to the nearest \$5.

We will round up the value of each eligible transaction by your chosen Round Up Amount.

For example, you make a purchase of \$3.50 using your Visa Debit card. If you have chosen to round up to the nearest \$1, we will debit the purchase amount of \$3.50 to your Everyday Account, and transfer \$0.50 from your Everyday Account to your nominated Eligible Account or Intelligent Foundation (via the ING Holding Account).

If you have chosen to round up to the nearest \$5, we will debit the purchase amount of \$3.50 to your Everyday Account, and transfer \$1.50 from your Everyday Account to your nominated Eligible Account or Intelligent Foundation (via the ING Holding Account).

For International Transactions, the Round Up Amount is calculated on the Australian dollar value of the transaction.



■ Processing the Round Up Amount through the Round Up to Eligible Account feature

Each Round Up Amount will be:

- debited from your Everyday Account and transferred to your Eligible Account in a separate transaction which will ordinarily occur immediately after the eligible purchase is made (e.g. in store, when making the purchase online), but in some circumstances may be processed up to 2 hours after the eligible purchase is made; and
- credited to your Eligible Account as a separate transaction.

The Round Up Amount will not be debited if doing so would reduce the balance of your Everyday Account below \$20 or any other amount we may determine from time to time.





■ **Processing the Round Up Amount through the Round Up to Charity feature**

ING has teamed up with a charity called Intelligent Foundation to donate your Round Up Amounts to another charity. The way it works is:

- you nominate a charity from the list of charities available through the Round Up to Charity feature
- your Round Up Amounts are transferred by ING, on your behalf, to Intelligent Foundation – this means that you are making a donation to Intelligent Foundation; and
- Intelligent Foundation, at their own discretion, but taking into account your nominated charity, disburses your donation.

To process your donation of the Round Up Amount:

- each Round Up Amount will be debited from your Everyday Account and transferred to the ING Holding Account after the eligible transaction is made, but in some circumstances it may be transferred to the ING Holding Account up to 2 hours after the eligible transaction is made;
- ING will transfer to Intelligent Foundation the total of all Round Ups Amounts that were transferred to ING Holding Account since the previous payment – this usually occurs every two months; and then
- Intelligent Foundation will disburse funds to participating charities within a reasonable period of receiving the funds from ING (usually within 1 month).

Your Round Up Amount is considered a donation once it has been transferred, on your behalf, from the ING Holding Account to Intelligent Foundation.

The Round Up Amount will not be debited if doing so would reduce the balance of your Everyday Account below \$20 or any other amount we may determine from time to time.

There may be some circumstances where the Round Up Amount is not debited and donated, for example, where there are system constraints in processing the donation.

Once the eligible transaction is made, the Round Up Amount cannot be cancelled, refunded or otherwise returned to your Everyday Account.



■ **Activating the Round Up feature**

You (or in the case of an Orange Everyday held jointly, each or either of you) can activate Everyday Round Up in respect of eligible transactions you make on your Everyday Account via online banking or mobile banking. When activating Everyday Round Up, you must:

- select your Round Up Amount; and



- nominate:
 - as part of the Round up to Eligible Account feature - An Eligible Account to which the Round Up Amount will be transferred. The nominated Eligible Account need not be held in the same name/s or capacity/ies as your Everyday Account; or
 - as part of Round Up to Charity feature—a charity that you want to support from the list of charities available through the feature. It's important to note that Intelligent Foundation (to whom we transfer your Round Up Amounts) has discretion on which charity it disburses donations to.

By activating the:

- Round up to Eligible Account feature, you authorise us to debit the Round Up Amount from your Everyday Account and transfer it to the nominated Eligible Account; or
- Round Up to Charity feature, you:
 - authorise ING to debit the Round Up Amount from your Everyday Account; and
 - appoint ING as your agent to receive all Round Up Amounts from you and to donate those amounts on your behalf to Intelligent Foundation. Until such amounts are paid by ING to Intelligent Foundation, ING will hold all of your Round Up Amounts on your behalf and on trust for you in the ING Holding Account; and
 - acknowledge that, if necessary, Intelligent Foundation, acting reasonably, may disburse your donation to a charity, other than the one that you have nominated. For example, this may occur in the rare event that the charity you have nominated is no longer active.



■ **Charities nominated through the Round Up to Charity feature**

Unless stated otherwise, ING does not endorse or accept any responsibility for the charities available through the Round Up to Charity feature. You should make your own enquiries about Intelligent Foundation and/or any charity you nominate, and we recommend that you seek independent advice before activating the Round Up to Charity feature.

ING makes no warranty as to the accuracy, completeness or reliability of the information about the charities that are available via the Round Up to Charity feature, nor does ING accept any liability or responsibility arising in any way from omissions or errors contained in the content or by Intelligent Foundation.





■ Evidence of charitable giving through the Round Up to Charity feature

Should you require evidence of charitable giving via Round Up to Charity, your Orange Everyday statement details each Round Up to Charity transaction and summarises the total Rounded Up to Charity in the financial year to date.

Due to processing times, Round Up Amounts debited from your Everyday Account in the last 14 days of the financial year may be transferred to Intelligent Foundation in the next financial year. The total Rounded Up to Charity stated on your April – June statement reflects the amount donated on your behalf in that financial year.

ING makes no representation regarding your entitlement to claim an income tax deduction under the provisions of applicable legislation on account of your Round Up Amounts or aggregate Round Up Amounts in any given financial year.

Total round up donations of \$2 or more in a financial year are tax deductible. This does not constitute tax advice. For more information, please refer to ATO Product Ruling 2021/16. Please note, this Product Ruling is only applicable to Orange Everyday Account Holders who are Australian residents for tax purposes.

The Product Ruling is only a ruling on the application of the taxation law; and is only binding on the ATO if the scheme is implemented in the specific manner outlined in the product ruling.

The Commissioner of Taxation (Commissioner) does not sanction, endorse or guarantee the ING Everyday Round Up to Charity feature. Further, the Commissioner gives no assurance that the ING Everyday Round Up to Charity feature is commercially viable, that charges are reasonable, appropriate or represent industry norms, or that any projected returns will be achieved or are reasonably based. You must form your own view about the commercial and financial viability of the ING Everyday Round Up to Charity feature. The Commissioner recommends you consult an independent financial, tax or other adviser for such information.



■ Reversals

If a transaction debited to your Everyday Account is reversed, the transfer of the Round Up Amount related to that transaction will not be reversed.





■ **Changes**

You can change your selected Round Up Amount or your nominated Eligible Account at any time via online banking or mobile banking. Any such change will take effect promptly.



■ **Disabling the Everyday Round Up feature**

You may disable the Everyday Round Up feature at any time via online banking or mobile banking.

We may disable the Everyday Round Up feature on your Everyday Account if:

- your nominated Eligible Account is closed;
- your nominated charity is no longer participating in the Round Up to Charity feature;
- there is a material breach of the Account Terms by you; or
- we are otherwise authorised by law or compelled by our compliance arrangements to do so.

We will notify you when this occurs and may do so by any means including email, SMS or through a message in online banking.



5. Fees explained



Fees

For a current list of transactions that may attract fees, please see the Everyday Fees and Limits Schedule on our website or you can ask for a copy by calling us 24/7 on 133 464.

Any fees payable will be debited to your Everyday Account.



For details on fee rebates and waivers, including the eligibility criteria for accessing them, please see the Orange Everyday Benefits Schedule.



■ Government charges

Any government charges will be debited from your Everyday Account. For details of any current government charges that may apply, visit ing.com.au.



6. Who's responsible?

Who's liable for Unauthorised Transactions?

- Liability in relation to the use of our Interactive Service or Visa Debit card with a PIN
- When you'll be liable
- Warning: Account Aggregation Service
- Liability for BPAY payments
- Mistaken Internet Payments
- Unauthorised, illegal or fraudulent funds received from another financial institution

If things don't go according to plan it's good to be prepared for what happens next. By the time you've read this section, at least you'll know what happens if someone accesses your Everyday Account without your knowledge and consent.

Unauthorised Transactions are transactions that are performed without your consent and knowledge. An Unauthorised Transaction does not include:

- a transaction you perform;
- a transaction anyone else performs with your knowledge or consent (for example, if you give another person your Visa Debit card or a Code that authorises a transaction); or
- a transaction that is performed by using your Visa Debit card and another person's Biometric Identifier which are registered on the same compatible mobile device.

If you think that you have been the subject of a scam then you should contact us immediately.



■ Cash

Please be very careful when you're handling cash at an ATM, Bank@Post, Merchant or any financial institution. Once cash is in your possession, it's at your risk and your responsibility.



Liability in relation to the use of our Interactive Service or Visa Debit card with a PIN



■ When you're not liable

You're not liable for losses you incur or suffer that:

- relate to any of your original or reissued Codes, Identifiers or Visa Debit cards that are forged, faulty, expired or cancelled;
- arise from transactions made through our Interactive Service or with your Visa Debit card that require your Codes, before you've received your Codes or Visa Debit card (including a reissued Code or Visa Debit card);
- are caused by the fraudulent or negligent conduct of our employees, agents, those of companies involved in networking arrangements with us, or Merchants linked to the electronic funds transfer system or their employees or agents;
- result from the same transaction being incorrectly debited more than once to the same Everyday Account by us;
- result from an Unauthorised Transaction that occurs after you've notified us that the security of your Codes has been breached or your Visa Debit card has been lost, stolen or used without your permission;
- result from an Unauthorised Transaction if it's clear you haven't contributed to the losses; or
- result from an Unauthorised Transaction that can be made using an Identifier without a Visa Debit card or Code.



■ When you'll have limited liability

If it's not clear whether you've contributed to the loss caused by an Unauthorised Transaction that required one or more Codes, the amount of your liability will be limited to the least of:

- \$150;
- the actual loss at the time we're notified that the security of your Codes was breached or your Visa Debit card has been lost, stolen or used without your permission (limited by the applicable daily or period transaction limits over the relevant time frame); and
- the balance of the Everyday Account from which value was transferred in the Unauthorised Transaction.





When you'll be liable

If we can prove on the balance of probability that you contributed to the loss caused by the Unauthorised Transaction:

- through your fraud;
- by failing to comply with the Code Security Requirements;
- where more than one Code is required to perform a transaction and we prove:
 - that the security of a Code for one or more Codes has been breached (but not all of the required Codes); and
 - on the balance of probability that a breach of security of the Code(s) was more than 50% responsible for the losses when assessed together with all the contributing causes, then you are liable for the actual losses which occur before we are notified of the loss, theft or misuse of your Code or Visa Debit card or a breach of the Code Security Requirements.

You are liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of the Code Security Requirements is reported to us. However, you will not be liable for any loss on any day, or in any period, exceeding any applicable transaction limit for that day or period, and you will not be liable for loss in excess of your Everyday Account balance.

If you leave your Visa Debit card in an ATM, you will be liable for all losses arising from Unauthorised Transactions if the ATM incorporates reasonable safety standards that lessen the risk of this occurring (e.g. ATMs that capture cards that aren't removed, or those that require a user to swipe then remove a card before starting the transaction).

If you leave your Visa Debit card in an ATM please call our Australia-based Customer Care Specialists straight away on 133 464.





Warning: Account Aggregation Service

Some companies provide account aggregation services that allow you to view account information from different institutions on the one webpage. To use an account aggregation service you're usually required to give the service provider your account details and your Codes.

We do not endorse, promote or authorise using account aggregation services in connection with your account(s) or an Interactive Service.

Remember, if you disclose your Codes to another person you'll be liable for any transactions that person makes on your account(s) using your Codes.



■ Liability for unreasonably delaying notification

If we can prove on the balance of probability that you've contributed to a loss caused by an Unauthorised Transaction by unreasonably delaying notification that the security of your Codes or Visa Debit card has been compromised after you become aware of the loss, theft or breach, you will be liable to us for the actual losses incurred between:

- the time you first became aware (or should reasonably have become aware) of any of these events; and
- the time we are actually notified of the relevant event.

However, you will not be liable for any loss on any day, or in any period which exceeds any applicable transaction limit, for that day or period, and you won't be liable for loss in excess of the balance of your Everyday Account.



■ Liability caused by equipment malfunctions

You are not liable for any loss caused by an EFT institution's equipment accepting your transaction but failing to complete the transaction in accordance with your instructions.

However, if you were aware, or should have been aware, that the EFT institution's equipment was unavailable or malfunctioning, our responsibility will be limited to:

- correcting errors in the Everyday Account; and
- refunding any charges or fees imposed as a result.

We're not responsible for:

- errors, inaccuracies, interruptions, viruses/defects due to any system or equipment failing to complete a transaction;
- delays resulting from any network, system or equipment failing to support the Interactive Service or Visa Debit card; or



- any Interactive Service or Visa Debit card system or equipment failing to complete your transaction instructions.

If we're responsible, our liability is limited to the cost of resupplying the service.



Liability when using a Visa Debit card without a PIN



For Visa Debit card transactions that you can authorise without a Code, you're not liable for any Unauthorised Transactions unless you have unreasonably delayed notifying us of the loss, theft or unauthorised use of your Visa Debit card.

Otherwise, we may hold you liable for all such transactions up to the time you notify us of the loss, theft or unauthorised use of your Visa Debit card.



Liability for BPAY payments



If a BPAY payment is unauthorised or is made from your Everyday Account otherwise than in accordance with your instructions, we'll credit your Everyday Account for the payment amount.

If a BPAY payment is fraudulently induced by someone involved in the BPAY Scheme, then that person should refund you that payment. If that person doesn't refund the payment you have to bear the loss. That is unless some other person in the BPAY Scheme:

- knew of the fraud; or
- would have detected it with reasonable diligence.

In this case that person must refund you the payment.

We're not liable for any indirect loss or damage you may suffer as a result of using the BPAY Scheme, unless we:

- acted negligently; or
- breached any condition or warranty in regard to the supply of goods and services, which can't be excluded or limited under law.

You indemnify us against any loss or damage we may suffer due to any action of any kind brought against us because you:

- didn't observe any of your obligations; or
- acted negligently or fraudulently in regard to the Account Terms.





Mistaken Internet Payments

■ When you have made a payment to the wrong account

So that we can determine whether a Mistaken Internet Payment has occurred, we will ask you to provide supporting information and evidence (such as details of the correct Identifier showing that it is very similar to the incorrect Identifier).

If you think you may have made a Mistaken Internet Payment, you should tell us straight away, please call our Australia-based Customer Care Specialists straight away on 133 464.

If you report to us that a withdrawal to one or more Other Bank Accounts (see “Making Withdrawals to Other Bank Accounts” on page 26) made by you was a Mistaken Internet Payment, here’s what will happen depending upon when you report the payment to us:

- **Report within 10 Business Days of making the payment:** If there are sufficient funds available in the account of the unintended recipient and both we and the other financial institution (which holds the account to which the reported mistaken payment was made) are satisfied that a Mistaken Internet Payment occurred, then the other financial institution must return the funds to us within 5 to 10 Business Days of receiving our request. We’ll then return the funds to your Everyday Account as soon as practicable.
- **Report between 10 Business Days and 7 months of making the payment:** If there are sufficient funds available in the account of the unintended recipient and we are satisfied that a Mistaken Internet Payment occurred, we’ll ask the other financial institution to investigate (which must be completed within 10 Business Days of receiving our request). If, after the investigation is completed, the other financial institution is satisfied that a mistaken payment occurred, it can prevent the unintended recipient from withdrawing the funds mistakenly paid for a further 10 Business Days. The other financial institution must notify the unintended recipient that the funds will be withdrawn from their account unless they can establish that they’re entitled to the funds within this 10 Business Day period. If the unintended recipient doesn’t establish that they’re entitled to the funds within this timeframe, the other financial institution must return the funds to us within a further 2 Business Days. We’ll then return the funds to your Everyday Account as soon as practicable.



■ **Report after 7 months of making the payment:** If there are sufficient funds available in the account of the unintended recipient and both we and the other financial institution are satisfied that a Mistaken Internet Payment was made, the other financial institution must seek the consent of the unintended recipient to return the funds mistakenly paid. If the unintended recipient consents, the other financial institution must return the funds to us. We will then return the funds to your Everyday Account as soon as practicable.

■ **Report at any time but other financial institution not satisfied that a Mistaken Internet Payment was made:** If we are satisfied that a Mistaken Internet Payment occurred but the other financial institution is not satisfied, the other financial institution may seek the consent of the unintended recipient to return the funds. If the unintended recipient consents, the other financial institution must return the funds to us. We will then return the funds to your Everyday Account as soon as practicable.

■ **Report at any time but insufficient funds:** If there aren't sufficient funds available in the account of the unintended recipient to the full value of the mistaken payment—yet both we and the other financial institution are satisfied that a Mistaken Internet Payment was made. Exercise discretion, based on an appropriate weighing of interests of both you and the unintended recipient and information reasonably available to it about the circumstances of the mistake and the unintended recipient, in deciding whether it should:

- pursue the return of funds to the total value of the Mistaken Internet Payment;
- pursue the return of funds representing only a partial amount of the total value of the Mistaken Internet Payment; or
- not pursue any return of funds (whether partial or total).

■ **Report at any time but we aren't satisfied that a Mistaken Internet Payment occurred:** We are not required to take any further action, but may ask the other financial institution to investigate. You are liable for any loss arising from the payment.

In all instances, we'll advise you of the outcome the investigation of a reported Mistaken Internet Payment in writing within 30 Business Days of the day on which the report was made.

■ **When someone else has mistakenly paid into your account**



If someone else has made a Mistaken Internet Payment that results in funds being paid into your Everyday Account, then you acknowledge and agree that you are not entitled to those funds regardless of how long the funds have been in your account.

- **Reported by the other person within 10 Business Days of making the payment:** If you have sufficient funds in your Everyday Account, we may, without notice, debit funds up to the total amount of the Mistaken Internet Payment from your Everyday Account and return it to the other financial institution.
- **Reported by the other person between 10 Business Days and 7 months of making the payment:** If you have sufficient funds in your Everyday Account, we may, without prior notice, place a hold on the funds in your Everyday Account up to the total amount of the Mistaken Internet Payment. Once we notify you of the Mistaken Internet Payment, you will have 10 Business Days to provide evidence that you are entitled to the funds. If, at the end of 10 Business Days, we are not satisfied that you are entitled to the funds, then we will debit funds up to the total amount of the Mistaken Internet Payment from your Everyday Account and return it to the other financial institution.
- **Reported by the other person after 7 months of making the payment:** If you have sufficient funds in your Everyday Account, we will contact you to discuss the return of funds. If you provide consent to return the funds then we will debit the funds up to the total amount of the Mistaken Internet Payment and return it to the other financial institution.
- **Reported by the other person at any time but we aren't satisfied that a Mistaken Internet Payment occurred:** If we receive a written request from another financial institution for the return of funds deposited into your Everyday Account on the basis that the funds were deposited as a result of a Mistaken Internet Payment, but based on our own investigations we are not reasonably satisfied that the funds deposited into your Everyday Account were deposited as a result of a Mistaken Internet Payment, then we may contact you to discuss the return of funds. If you provide consent to return the funds then we will debit the funds up to the total amount of the payment and return it to the other financial institution.
- **Reported by the other person at any time but the account does not hold sufficient funds:** To the extent that the balance of your Everyday Account is less than the value



of the funds deposited as a result of the Mistaken Internet Payment, we will exercise our discretion consistently with the ePayments Code, in deciding whether we should:

- pursue the return of funds to the total value of the Mistaken Internet Payment;
- pursue the return of funds representing only a partial amount of the total value of the Mistaken Internet Payment; or
- not pursue any return of funds (whether partial or total).

If we decide to return the funds to the total value of the Mistaken Internet Payment, we will use reasonable endeavours to retrieve the funds from you (which may include arranging for the repayment of the funds by instalments). You should inform us as soon as possible if you are in financial difficulty.

- **When recovering funds for a Mistaken Internet Payment, we'll comply with any applicable requirements of the Code of Operation:** Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Department of Veterans' Affairs payments.



Misdirected Payments received from another financial institution

You acknowledge and agree that we may, without notice, debit funds from your Everyday Account, if:

- we receive a written request from another financial institution for the return of funds deposited into your Everyday Account on the basis that the funds were deposited as a result of a Misdirected Payment; and
- based on our own investigations we are reasonably satisfied that the funds deposited into your Everyday Account were deposited as a result of a Misdirected Payment.

To resolve the Misdirected Payment, we will debit funds up to the total amount of the Misdirected Payment from your Orange Everyday Account and return it to the requesting financial institution. If the balance of your Orange Everyday Account is less than the value of the funds deposited as a result of the Misdirected Payment, the remaining credit balance of your Orange Everyday Account will be debited and paid to the requesting financial institution.

When recovering funds for a Misdirected Payment, we'll comply with any applicable requirements of the Code of



Operation: Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Department of Veterans' Affairs payments.



Unauthorised, illegal or fraudulent funds received from another financial institution

You acknowledge and agree that we may, without notice, debit funds from your Everyday Account, if:

- we receive a written request from another financial institution for the return of funds deposited into your Everyday Account on the basis that the funds were deposited as a result of, or in connection with, any unauthorised, illegal or fraudulent activity, and
- based on our own investigations we are reasonably satisfied that the funds deposited into your Everyday Account were deposited as a result of, or in connection with, any unauthorised, illegal or fraudulent activity.

To the extent that the credit balance of your Everyday Account is less than the value of the funds deposited as a result of, or in connection with, any unauthorised, illegal or fraudulent activity, the remaining credit balance of your Everyday Account will be debited and paid to the requesting financial institution.



7. Putting the brakes on

Placing a stop or freeze on your Everyday Account and/or closing it

- What is a stop, freeze or delay?
- Your Visa Debit card
- How your Everyday Account may be closed
- Anti-Money Laundering and Counter-Terrorism Financing
- Suspension of the Interactive Service

Sometimes we need to put a stop or freeze on your Everyday Account, place a hold on or cancel your card or delay certain transactions. This could be to protect you, your Everyday Account and/or ourselves. There may also be a time when you, or we, decide to close your Everyday Account (we hope not!). Here's the rundown of what happens.



What is a stop, freeze or delay?

A 'stop' means you can't make withdrawals. A 'freeze' means you can't make deposits or withdrawals. A 'delay' means a delay to the date on which a transaction is processed.

We may place a stop or freeze on your Everyday Account (or delay certain transactions) if:

- you don't provide additional information to verify your identity or source of funds as requested by us;
- you don't provide us with information we request regarding your Foreign Tax Residency Status;
- you don't select a new Access Code or PIN when asked to do so (see "Your security and Codes" on page 39);
- you haven't provided us with your mandatory security details;
- we know or suspect that your Codes or Visa Debit card are no longer secure and confidential (see "Your security and Codes" on page 39);
- we've received returned mail because you haven't given us a change of contact details (see "Notices and return mail" on page 67);
- you haven't made a withdrawal from, or deposit to, your Everyday Account for 6 months or more;



- you have not conducted your Everyday Account in a manner we reasonably determine to be satisfactory or for any other reason we reasonably consider appropriate having regard to our legitimate business interests and/or the regulatory risk associated with not placing a stop or freeze on your Everyday Account (or not delaying certain transactions) as relevant;
- you have lost or misused any Enhanced Security Measures that we have provided you with;
- we're required to do so by court order or to comply with any relevant laws, including anti money laundering or sanctions laws;
- we're required to do so to comply with any direction or instruction from a government body or agency, such as the Australian Taxation Office or ASIC;
- you die;
- we reasonably determine that you have used your Everyday Account for business purposes;
- we reasonably believe that not placing a stop or freeze on your Everyday Account (or not delaying certain transactions) would cause us to breach a relevant law or court order or would represent an unacceptable level of risk for us due to the following:
 - we reasonably believe that you have migrated to a country, or your Everyday Account has received funds from or funds from your Everyday Account have been sent to a country, that we determine is 'ultra high risk' given our obligations under Anti-Money Laundering and Counter-Terrorism Financing Laws in respect of the services we provide (for information on relevant countries, please contact us);
 - you fail to provide any information or document to us that we have requested for the purpose of our compliance with a relevant law (including Foreign Tax Residency Status self certification or any details necessary for us to verify your nationality in accordance with Anti-Money Laundering and Counter-Terrorism Financing Laws); or
 - we reasonably form the view that you are 'high risk' given our obligations under Anti-Money Laundering and Counter-Terrorism Financing Laws having regard to our obligation to consider the risks posed by your Foreign Tax Residency Status (including where you don't provide us with information we request regarding your Foreign Tax Residency Status); your sources of funds and wealth; your business or employment; the country/ies in which you reside; the services we provide to you and the method through which you access those services; and/or your status as a Politically Exposed Person; or



- you access any bonuses, credits or rebates in a manner that, in our opinion, is not satisfactory or in line with the intent of the offer.

You won't be able to use your Visa Debit card, access or transact on your Everyday Account until the stop or freeze is lifted. Just call a Customer Care Specialist and they'll tell you how the stop or freeze can be lifted.



Your Visa Debit card

We may place a hold on or cancel your Visa Debit card if:

- for any of the reasons we may place a stop or freeze on your Everyday Account (or delay certain transactions);
- we know or suspect your Visa Debit card is no longer secure and confidential;
- we know of or suspect fraudulent transactions on your Visa Debit card; or
- you advise us that your Visa Debit card or PIN has been lost or stolen.

If you lose your Visa Debit card or suspect it has been stolen, please call our Australia-based Customer Care Specialists straight away on 133 464.



How your Everyday Account may be closed

- **You may close your Everyday Account at any time by calling a Customer Care Specialist and requesting that the account be closed.**

In most situations, eligible Everyday Accounts can be closed via internet banking at ing.com.au or via the mobile banking application – you can do this by navigating to 'Close this account'. If you are unable to close your account online, you can call a Customer Care Specialist or send us a message through internet banking or the mobile banking application.

In the case of an Orange Everyday held jointly with someone else, we'll accept instructions to close your Orange Everyday from any one of you (we call this an 'any to operate' authority), unless you tell us that such instructions must be provided by all of you (we call this an 'all to operate' authority) - in which case, we'll only accept instructions to close your Orange Everyday from all of you.

If the account holder passes away, your Attorney, executor, or administrator should contact us so we can advise what documents need to be completed. If one joint account



holder passes away, we treat the balance of the Orange Everyday as belonging to the living account holder.

We may close your Everyday Account by giving you 7 days notice.

Also, we may close your Everyday Account immediately or refuse to process any transactions if:

- we cannot verify your identity or source of funds;
- we are unable to determine your Foreign Tax Residency Status in accordance with our obligations under the law;
- you don't provide us with information we request regarding your Foreign Tax Residency Status;
- we suspect fraudulent activity or a breach of law;
- you haven't made an initial deposit within 30 days from account opening;
- you haven't made a withdrawal from, or deposit to, your Everyday Account after a minimum of 6 months;
- for an Orange Everyday, your Everyday Account is overdrawn for more than 60 days and the amount remains unpaid;
- we're required to do so by court order or by law;
- we're required to do so to comply with any direction or instruction from a government body or agency, such as the Australian Taxation Office or ASIC;
- we reasonably determine that you have used your Everyday Account for business purposes;
- we reasonably believe that keeping your Everyday Account open (or processing certain transactions) would cause us to breach a relevant law or court order or would represent an unacceptable level of risk for us due to the following:
 - we reasonably believe that you have migrated to a country, or your Everyday Account has received funds from or funds from your Everyday Account have been sent to a country, that we determine is 'ultra high risk' given our obligations under Anti-Money Laundering and Counter-Terrorism Financing Laws in respect of the services we provide (for information on relevant countries, please contact us);
 - you fail to provide any information or document to us that we have requested for the purpose of our compliance with a relevant law (including Foreign Tax Residency Status self certification or any details necessary for us to verify your nationality in accordance with Anti-Money Laundering and Counter-Terrorism Financing Laws); or
 - we reasonably form the view that you are 'high risk'



given our obligations under Anti-Money Laundering and Counter-Terrorism Financing Laws having regard to our obligation to consider the risks posed by your Foreign Tax Residency Status (including where you don't provide us with information we request regarding your Foreign Tax Residency Status); your sources of funds and wealth; your business or employment; the country/ies in which you reside; the services we provide to you and the method through which you access those services; and/or your status as a Politically Exposed Person; or

- you have not conducted your Everyday Account in a manner we reasonably determine to be satisfactory and we reasonably consider that it is appropriate to close the Everyday Account having regard to our legitimate business interests and/or the regulatory risk associated with not closing your Everyday Account.

You can also elect to close your Everyday Account at any time by calling a Customer Care Specialist and requesting that the account be closed or by withdrawing all funds in your Everyday Account. In the case of the Youth Account, it means you can choose to close your Youth Account when you turn 18 years old so that it does not automatically switch into an Orange Everyday. Before an Everyday Account is closed any amount you owe us must be paid, including any overdrawn amount.

You remain liable for all transactions, bank fees, charges and/or government charges made before, when or after your Everyday Account is closed.

We may debit any outstanding Visa Debit card transaction amounts to any other account in your name.

On closing your Everyday Account or if your joint account holder passes away, you must:

- cut your and/or their physical Visa Debit card in half (including the Chip if relevant) and let us know once you've done so; and
- cancel any scheduled payments using your and/or their Visa Debit card or via direct debits or direct credits.

On the date your Everyday Account is closed, we'll transfer any credit balance of the account, including any accrued bonuses and rebates, to a bank account which you instruct us to. We may issue you with a cheque if we are unable to deposit the balance into another bank account of yours.

We may refuse to honour any transactions that happen after the Everyday Account is closed.



We will not be liable to anyone for any loss or damage of any kind that may be suffered due to us exercising these rights. After your Everyday Account is closed the Account Terms will continue to apply (unless otherwise stated) and be relevant to our relationship with you. For example, they will apply if afterwards you:

- use, or attempt to use, our online banking or other Interactive Service using Codes that we have given you;
- have any property of ours in your possession; or
- owe any debt or have any other liability to us.



Anti-Money Laundering and Counter-Terrorism Financing

Notwithstanding any other rights we have, we may be required under Anti-Money Laundering and Counter-Terrorism Financing Laws to:

- collect further information about you;
- disclose information relating to you or your Everyday Account to Australian and overseas regulators and others; and
- take other action required by law.



Suspension of the Interactive Service

You can end the use of an Interactive Service at any time by telling us in writing.

We can terminate your access to any Interactive Service at any time, however you can still access your Everyday Account by calling us 24/7 on 133 464.



8. Things change

Change to conditions

- We may change these conditions
- We'll give you notice of any changes
- Change of name and address
- Change of Foreign Tax Residency Status
- Notices and return mail

Change is inevitable, whether it's a change in your life, the weather or the law. If there are changes to your Everyday Account, you'll want to know what they are and what's going to happen.



We may change these conditions

We may change any of the Account Terms for the Everyday Account at any time for reasons including but not limited to the following:

- to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
- to reflect any decision of a court, external dispute resolution scheme or regulator;
- to reflect a change in our systems or procedures, including for security reasons;
- as a result of changed circumstances (including by adding benefits or new features);
- to respond proportionately to changes in the cost of providing the Everyday Account;
- to make them clearer.

If you are unhappy with any change we make, you may close your Everyday Account (see "How your Everyday Account may be closed" page 61).



We'll give you notice of any changes

We'll give you at least 30 days prior notice in writing (longer if required by legislation or any other code of conduct we subscribe to) of any change that:

- increases your liability for losses due to using an Interactive Service or Visa Debit card to transact on your Everyday Account;



- introduces or increases charges relating solely to using an Interactive Service or Visa Debit card, or for issuing an additional or replacement Interactive Service or Visa Debit card;
- introduces or varies the daily or periodic transaction limits for using an Interactive Service or Visa Debit card;
- introduces or varies bank fees or charges on your Everyday Account; or
- modifies, introduces a cap or discontinues the ATM fee rebate.

We will give you notice of other changes no later than the day on which the relevant change takes effect.

However, in some circumstances, we may tell you about a change after it has been made – but only where:

- the change is necessary for us to avoid or reduce a material increase in our credit risk or loss; or
- a government charge is introduced or varied and it's not advertised by a government, government agency or representative body.

We may give you notice of any changes by:

- writing to you; or
- advertising in national or local media.

Where we give you notice of a change in writing (or simply want to communicate with you about your Everyday Account), we may do so electronically. This may include providing the notice (or communication) by email or SMS or by making it available to you in online banking. If we provide a notice of a change through online banking, we'll send you an email letting you know that the notice is available.

If we need to restore or maintain the security of our systems or an Everyday Account immediately, we may change your use and access to our Interactive Service or Visa Debit card without advance notice. This is subject to satisfying applicable legislative requirements.



Change of name and address

You need to let us know when any of the following changes for you or your Attorney:

- your name;
- email address;
- mobile phone number;
- mailing or residential address; or
- you revoke your Power of Attorney.

We'll need a certified copy of evidence satisfactory to us for any name change.





Change of Foreign Tax Residency Status

If you believe that there has been a change to your Foreign Tax Residency Status, you need to let us know within 30 days.

We may require you to provide additional information, documentation and certification regarding your Foreign Tax Residency Status. If you don't provide any information we reasonably request by the time we require it, we may seek the information from a third party or close your Everyday Account or place a freeze or stop on your Everyday Account (or delay certain transactions).



Notices and return mail

Unless we send the notice to you electronically, we'll send notices to your mailing address, except for some confidential information, which we may send to your residential address for security reasons.

If you and a joint account holder have the same mailing address, we will send one notice addressed to all account holders to that mailing address, except for some confidential information, which we may send separately to each account holder's residential address for security reasons.

If you change your address and don't tell us, we can still give notice to you by writing to the address last recorded with us. If we receive returned mail because you haven't advised us of a change of contact details, we may place a stop on your Everyday Account (see "What is a stop, freeze or delay?" on page 59).



9. This is no time for decaf

Other important banking information

- When we may act
- The Banking Code of Practice
- The ePayments Code
- BPAY Scheme
- Privacy and confidentiality
- Australian Financial Services Licensees
- Financial Claims Scheme

This section contains lots of different banking type stuff and it's important that you're across it.



When we may act

If we're obliged to act on a day that's not a Business Day, we may act on the next Business Day.



The Banking Code of Practice

ING has adopted the Banking Code of Practice as published by the Australian Banking Association. The relevant provisions of the Banking Code of Practice apply to your Everyday Account if you are a "retail client" under the Corporations Act 2001 (Cth).



The ePayments Code

ING will comply with the ePayments Code as it applies to your dealings with ING. We have done our best to ensure that this Terms and Conditions booklet is consistent with the ePayments Code. However, if there is any difference, the processes and requirements in the ePayments Code will apply. This Code applies to electronic transactions on your Everyday Account that are initiated through an Interactive Service or with your Visa Debit card.





BPAY Scheme

ING is a member of the BPAY Scheme. We'll let you know if this changes.



Privacy and confidentiality

At ING we recognise that privacy and security of personal information is important to our customers. We respect the confidentiality and security of your personal information and we are committed to protecting it at all times.

We have a general duty under the Privacy Act 1988 (Cth) (including the Australian Privacy Principles set out in that Act) and the Banking Code of Practice to keep information about you confidential except in certain circumstances (for example, where the law requires us to disclose information about you or where you agree to us disclosing your information).

For more information on our commitment to privacy, please see the Privacy Statement on page 70, visit the 'Privacy' page on our website at ing.com.au/privacy.



Australian Financial Services Licensees

ASIC requires that Australian Financial Services Licensees have adequate Professional Indemnity insurance arrangements in order to compensate retail clients for losses suffered due to a breach.

As an Australian Prudential Regulatory Authority (APRA) regulated entity we are exempt from the ASIC requirement to disclose the compensation arrangements to our customers, as we are bound by the APRA requirements to have adequate insurance arrangements in place.



Financial Claims Scheme

Under the Financial Claims Scheme administered by APRA, the Australian Federal Government has provided a guarantee of deposits subject to a limit for each account holder.

Information about the Financial Claims Scheme can be obtained from <http://www.fcs.gov.au>.



10. Do not disturb

This is all about something very important – your privacy, something we respect greatly. It may sound a bit formal, but we have your best interests in mind.



Privacy Statement

At ING, we are committed to ensuring the confidentiality and security of your personal information. We are bound by the Privacy Act 1988, including the Australian Privacy Principles (APPs) set out in that Act, to guide us in our responsible handling of your personal information.

By accepting the terms and conditions of your ING account you consent to our collection, handling, use and disclosure of your personal information as described in this Privacy Statement. This Privacy Statement provides an overview of the key aspects of our Privacy Policy. You can also review the ING Privacy Policy on our website or request a copy by either calling or writing to us.



■ Collection of your personal information

Ordinarily, we'll collect most personal information about you directly from you.

Occasionally we may need to obtain personal information about you from a third party, but only if you've consented to us collecting the information in this way or you would reasonably expect us to collect the information about you in this way.

We'll collect personal information to provide you with information about a financial product or service; to assess your application and eligibility for a financial product or service; to provide you with the financial products and services that you've requested; to administer our relationship with you; and to communicate with you about ING and the products and services we offer, and then only when it's necessary for, or related to, these purposes.

We'll also need to collect personal information necessary to comply with Australian and global legal or regulatory requirements that have extraterritorial application to ING or the ING Group, including to identify customers under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), determine and report in respect of your Foreign Tax Residency Status.





■ **Use and disclosure of your personal information**

The general rule is that we will not use or disclose your personal information other than for the purposes stated at the time of the collection. If we want to use your personal information for another purpose, we will seek further consent from you, unless that other purpose is related to one of the original purposes of collection and you would reasonably expect us to use your personal information for that other purpose.

It may be necessary for ING to disclose your personal information to certain third parties in order to assist us in providing, managing and administering your products or services or for other related purposes. These include:

1. Other financial institutions

Other financial institutions, such as banks, credit unions, building societies and payment services such as VISA, in order to set up and manage your Everyday Account and manage banking transactions and, at their request, to provide an opinion or information about your credit worthiness, credit standing, credit history or credit capacity if you seek credit from them.

2. Other organisations

Other ING Group entities and third parties, such as:

- ING Group entities in order to service other products you may have within the Group and portfolio analysis;
- ING Group entities located in the countries specified on our website for account administration, transactional or security purposes (if those ING Group entities provide services to ING) or to comply with Australian and global regulatory requirements that apply to us or the ING Group;
- government bodies and agencies, such as the Australian Taxation Office, in order to satisfy legal and regulatory requirements;
- any person acting on your behalf including your financial adviser, power of attorney, solicitor or accountant;
- your referee(s);
- your guarantor(s);
- any person who introduces you to us, including mortgage intermediaries, financial advisers and agents;
- organisations undertaking reviews of the integrity of our operations, including the accuracy and completeness of our information;
- any third party product and service supplier that we have an arrangement with (so that either us or they may provide you with the product or service you have requested or in which you have expressed an interest);



- our solicitors, valuers and insurers (for loan products);
- credit reporting or information verification bodies (or their affiliated entities) in order to obtain and provide details about your credit history or status, to verify other information about you including your identity, to carry out your request to correct your credit information or to resolve your complaint about the handling, use or disclosure of your credit information;
- organisations involved in securitisation arrangements. These organisations include trustees of those arrangements, investors and their advisers;
- organisations which perform services or functions on our behalf (including mailing services, document storage services, direct marketing, data verification services, information technology support and printing our standard documents and correspondence);
- organisations undertaking compliance reviews of financial advisers or mortgage intermediaries;
- organisations providing any of trustee, administration, custodial, insurance, broker and share trading and financial planning advice services in relation to superannuation.

Any example used above to indicate when we might disclose personal information may not be limited to those examples (or examples of a similar kind).

Personal information will only be disclosed to third parties other than those listed above if you have consented; if you would reasonably expect us to disclose information of that kind to those third parties; if we are authorised or required to do so by law; or it is necessary to assist with law enforcement.

We may have to send personal information overseas, for example, if required to complete a transaction or where we outsource a function to an overseas contractor. The location of these overseas recipients of personal information, to the extent practicable, will be specified on our website.




■ Marketing

We, or other ING Group entities, may provide you with further information about ING Group products and services unless you tell us not to.



If you have provided an email address to us and you have an Orange Everyday, we may contact you using that email address, including to provide you with information about ING and the products and services that we and the ING Group offer. You may elect not to receive further information about us or our products and services by contacting us online, calling or writing to us.



 We won't send you this information when you have a Youth Account.

Access to your personal information

You may request access to limited amounts of personal information that we hold about you – such as your address – by calling us on 133 464. For a more detailed request for access to information that we hold about you, you will need to write to the ING Data Protection Officer at GPO Box 4094, Sydney NSW 2001. Please note that requests for access to your personal information may only be made by you and we will require you to verify your identity to our reasonable satisfaction.

Depending on the nature and/or volume of the information that you request, an access charge may apply, but not to your request for access itself.

Updating your personal information

Although we take reasonable steps to ensure that your personal information is accurate, up-to-date, complete, relevant and not misleading, we primarily rely on the accuracy of information that you supply to us. If any of your personal information is incorrect, has changed or requires updating, please assist by either:

- updating your details in online banking (for example, by selecting “Settings” and then selecting “Contact Details”); or
- contacting us by phone with your Client Number ready.

Complaints

ING is committed to resolving your privacy complaint as quickly as possible and has procedures in place to help resolve any problems or complaints efficiently. For more information on how to make a complaint and how complaints will be handled, see our complete Privacy Policy under “Making a privacy complaint”.

Data security

We take steps to protect your personal information from misuse, loss and interference. We also protect it from unauthorised access, modification, disclosure.

If we no longer require your personal information for a purpose, for example, to manage your financial product or provide you with a financial service, then we will take reasonable steps to securely destroy it or permanently remove all identifying features from that information.





■ Use of internet cookies

ING may use cookies to assist you in accessing information on our websites which is of interest and relevance to you. Cookies are a way of storing information on your computer so you do not have to enter the same data every time you access our sites - for instance, your email address. We may also use cookies to capture general information about how you have found our website, or to track the number of visitors to a site, but we do not store any of your personal details when we do this.



■ How to contact us

If you have any further questions about privacy at ING please contact us by:

- calling 133 464
- emailing privacyaccessrequests@ing.com.au
- writing to:

ING Data Protection Officer
GPO Box 4094
Sydney NSW 2001

Our Privacy Statement may be updated from time to time as we strive to improve the standard of service we provide to you.



11. R.E.S.P.E.C.T

We welcome feedback, and resolving concerns

- What to do if you have a concern
- Who else to contact

We are committed to efficient, and fair treatment of our customers, particularly if something goes wrong. We welcome your feedback, and want to know straight away if we haven't met your expectations, you suspect an error, you have concerns about your products or services or we can improve our service to you in any way.



What to do if you have a concern

Please call us straight away on 133 464 or visit ing.com.au/contactus (when you're overseas) if you:

- suspect an error on your Everyday Account, including an account statement; or
- you've experienced any other problem concerning your Everyday Account or an Interactive Service.



■ Make a complaint or provide feedback

Your first point of contact for raising complaints and feedback is our customer complaints team. They will attempt to address your concerns and resolve your dispute.

- **You can email us**
customer.complaints@ing.com.au
- **You can call us**
Call 133 464 or if you're overseas please see the toll free numbers on ing.com.au/contactus.
- **Or write to us**
ING - Complaints Resolution
GPO Box 4094
Sydney NSW 2001





■ Concerns regarding your Visa Debit card

If you dispute a transaction on your Visa Debit card and have been unable to resolve it with the Merchant, we may claim a refund – known as a ‘chargeback’—from the Merchant on your behalf.

Note that we can only claim a chargeback if:

- you press ‘Credit’ in store, or transact online, over the phone or overseas; or
- you set up a recurring payment arrangement with the Merchant, and those payments are to be processed via the Visa Scheme as a ‘Credit’ transaction.

BPAY payments made on your Visa Debit card have no chargeback rights.

The process and timeframes for reporting are set out in the Visa Debit Scheme rules. As a guide, these are generally between 45 and 120 days from the transaction date, depending on the transaction type.

Note that it’s important to report any disputed transaction within the required timeframes to ensure we retain the right to claim a chargeback. In certain circumstances where the ePayments Code applies there may be no set time limit for reporting a disputed transaction.

For some disputed transactions on your Visa Debit card we will:

- credit the disputed amount and any charges related to the amount until the complaint is resolved; and
- inform you of that credit.

We’ll let you know if your transaction qualifies when you send through the details.

If you believe a transaction wasn’t authorised or was processed more than once to your Everyday Account, or there was an issue with an ATM transaction, please call our Australia-based Customer Care Specialists straight away on 133 464.





■ Concerns regarding BPAY

If you're concerned that a BPAY payment made from your Everyday Account is unauthorised, you need to give us your written consent (addressed to the biller who received the payment) stating we can obtain:

- information about your Everyday Account with the biller including:
- the BPAY payment and your customer reference number; and
- any other information we need to investigate the payment.

If you don't give us your consent, legally the biller doesn't have to give us the information we need to rectify that BPAY payment.

■ Concerns regarding PayTo

If you believe funds have been deducted against your PayTo Payment Agreement in error, you can contact us for assistance in attempting to recover the funds from the Merchant's bank.



Who else to contact

■ Australian Financial Complaints Authority (AFCA)

In the event that your complaint can't be resolved directly with ING, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Australian Financial Complaints Authority

Phone: 1800 931 678 (free call)

Online: www.afca.org.au

Email: info@afca.org.au

Post: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

■ Customer advocacy at ING

At ING, we want your experience with us to be positive – and that means addressing any issues you may have quickly and effectively. With this in mind, ING has appointed a Customer Advocate to oversee and improve the complaints resolution process, making sure customers get a fair investigation and response.

Our Customer advocacy charter can be found at: https://www.ing.com.au/pdf/customer_advocate_charter.pdf



■ **Contact our Customer Advocate**

Email: customer.advocate@ing.com.au

You can find more information on ING's complaints policy and process, including response timeframes which is available at: www.ing.com.au/contact-us/complaints-disputes.html.

Hey, you made it to the end. Well done!

Remember, if you have any questions we're here to help.

You can call us on 133 464, 24 hours a day, 7 days a week.



Get in touch

Visit

ing.com.au

Call

133 464—24 hours a day, 7 days a week

Alternatively you can send mail to
GPO Box 4094
Sydney NSW 2001

Connect with us



Twitter



Facebook



YouTube



Blog



do your thing

For the curious: Information in this booklet is current as at the time of printing and is subject to change. Products and this Terms and Conditions booklet are issued by ING, a business name of ING Bank (Australia) Limited ABN 24 000 893 292, AFSL and Australian Credit Licence 229823. ING is a Registered Trademark of ING Groep N.V. BPAY® is a Registered Trademark of BPAY Pty Ltd ABN 69 079 137 518. ING OE00070 09/23