

**Hunter United**  
**SMS Banking Terms and Conditions**  
**Effective - 6 May 2009**

It is important that you read and understand these terms and conditions. These terms and conditions should be read in conjunction with the terms and conditions for the Hunter United Internet and Phone banking service and the terms and conditions of the relevant Hunter United product that you acquire. If there is any inconsistency between these terms and conditions and those applying to any Hunter United account these terms and conditions apply to the extent of the inconsistency.

By registering and accessing the SMS Alerts service you agree to receive alerts from Hunter United in relation to marketing and promotional offers. You also agree to the use of this service as an enhanced security mechanism for third party internet banking transactions.

Any advice contained in this document has been prepared without taking into account your objectives, financial situation or needs. Before acting on this advice, Hunter United recommends that you consider whether it is appropriate for your circumstances.

**ELIGIBILITY**

You can register for this service provided that you

1. have a Hunter United membership
2. have a mobile phone device capable of SMS messaging and which is for your own exclusive use, and
3. are authorised to use and incur charges on the mobile device in relation to the service.

Hunter United agrees to make the SMS banking service available to you on the terms and conditions outlined in this document. These terms and conditions are in addition to the terms and conditions for Hunter United Internet and Phone banking service and the terms and conditions of the relevant Hunter United product that you acquire.

You will be taken to have accepted these terms and conditions when you indicate you have accepted them during the registration process or when you first access the service.

Hunter United may at any time remove, change or impose restrictions on the functionalities of the service in any respect.

**ACCOUNTS**

There is a limit to the accounts that can be accessed by means of this service. Only those accounts that can be accessed via internet banking can make use of this service.

**ACCESS TO THE SERVICE**

You may register for the service

1. through Hunter United's internet banking service,
2. by calling our Member Contact Centre on +61 2 49413888
3. in any other methods made available by Hunter United from time to time.

A request to register for the service will be approved by Hunter United at its discretion.

Access to the service may be denied, cancelled or suspended for any reason without immediate notice to you.

You acknowledge that SMS Alerts may deliver confidential information to your mobile device. It is your responsibility to protect your device from unauthorised access to the information.

Hunter United excludes all liability for unauthorised access to information contained in the SMS Alerts

#### YOUR RESPONSIBILITIES

You must notify Hunter United immediately if your mobile device used to access and use the service is lost, stolen, fraudulently accessed or if the mobile number changes.

You should check your account records and statements carefully and promptly notify Hunter United of any apparent discrepancy.

You must ensure that you:

1. Lock your mobile device or take measures to stop unauthorised use of the service
2. Do not provide you mobile device to any other person
3. Delete the SMS messages you have received from Hunter United once they are no longer required.

#### FEES & CHARGES

Your must pay Hunter United fees and charges relating to the use of the service

<b>Fee &amp; Charge</b>	<b>Fee and charge amount</b>
SMS Alert Fee	A 20c fee will be charged for each SMS alert sent and will be deducted from your account at the end of each month.

The above fees to do not include any fees that you may incur from your mobile phone service provider. Any such fees are your sole responsibility.

#### CANCELLATION OR SUSPENSION

Hunter United can suspend or cancel access to the service described in these terms and conditions without giving you notice and without being responsible for any loss which you suffer as a result.

You may end the service at any time by giving notice to Hunter United.

Hunter United may cancel or suspend the service in instances such as but not limited to

1. unpaid SMS Alerts Charges
2. suspected fraudulent activity in relation to the service or the membership generally
3. repeated failure to send SMS Alerts to nominated mobile number

#### LIABILITY FOR LOSSES

You are not liable for any loss caused by the fraudulent or negligent conduct of Hunter United's employees or agents or third parties involved in the provision of the service or any unauthorised transactions where it is clear that you could not have contributed to the loss.

You are liable for all losses if you have acted fraudulently, either alone or together with any other person.

In respect of joint memberships where there is a requirement for more than one signatory to sign, you agree through registering and accessing internet, phone and SMS banking that you understand the implications and liability of allowing one signatory to act on the membership

through the use of these services. You also indemnify Hunter United for transactions or other action taken by the signatory in using these services.

#### COMPLAINTS, DISPUTES AND DISCREPANCIES

For information about resolving problems or disputes, contact the Member Contact Centre on +61 2 49413888 or ask at a Hunter United branch.

For more details about our internal dispute resolution procedures and also accessing external dispute resolution mechanism please ask for our complaints resolution brochure.

#### GOVERNING LAW

These terms and conditions and transactions contemplated by them are governed by the law in force in New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of those courts.