

The Terms and Condition changes are set out in the table below.

In addition to the below changes, we have also updated the Table of Contents and Section numbering where relevant.

BOQ Specialist Online Service Terms and Conditions

Current Words	New Words
Definitions	Definitions
No Confirmation of Payee Definition	Confirmation of Payee service means the Confirmation of Payee service banking industry initiative that enables payers making payments using a BSB and account number to confirm the account name associated with the account.
7 Stopping or altering payments	7 Stopping or altering payments
7.1 Except for BPAY® Payments, we only use the BSB and account number to process payments and transfers to accounts held with financial institutions other than BOQ Specialist. Please make sure the BSB and account number you provide to us are correct. We will not verify the account name you provide to us.	7.1 Except for BPAY® Payments, we only use the BSB and account number to process payments and transfers to accounts held with financial institutions other than BOQ Specialist. It is your responsibility to ensure that the BSB and account number you provide to us are correct. Any error in these details may result in a transfer being made to an incorrect payee or the transfer not being made at all.
	Confirmation of Payee
No clause for Confirmation of Payee	17. Confirmation of Payee 17.1 Using the Confirmation of Payee service when making a payment If you are using a BSB and account number to: <ul style="list-style-type: none"> • pay a new payee; • add a new payee; or • edit an existing payee, we may use the Confirmation of Payee service to provide you with a view of the likelihood that the account name you have entered matches the account you are paying to.

	<p>If we indicate to you that the Confirmation of Payee service result does not match the details of the recipient account, you should check the account details with the intended recipient before proceeding with the payment.</p> <p>At all times it remains your responsibility to ensure that the BSB and account number you are using to make a payment is correct irrespective of any Confirmation of Payee service result we share with you, your liability for payments will not be affected by any Confirmation of Payee result we share with you.</p> <p>You must not misuse the Confirmation of Payee service or try to use it in breach of these terms and conditions or for any purpose other than confirming the name for the account you intend on making a payment to.</p> <p>Without limiting any other right we have under these terms and conditions, we may limit or suspend your ability to make payments or use an electronic access method if we reasonably believe you are misusing the Confirmation of Payee service in breach of these terms and conditions.</p> <p>17.2 Sharing your account details through the Confirmation of Payee service</p> <p>We'll ensure your account details, including your name, are accurately recorded by us (based on the information you have provided to us and any verification we have undertaken) for the use of the Confirmation of Payee service.</p> <p>You must promptly notify us of any changes to your name and provide us with any evidence of your name change that we reasonably request.</p> <p>You authorise and consent to:</p> <ul style="list-style-type: none"> • us using and disclosing your account details (including your name) with the Confirmation of Payee service; • payers' financial institutions using and disclosing your account details (including your name) for the purposes of the Confirmation of Payee service and prior to making payments to you; and • your account details (including your name) being disclosed, stored and used in connection with the Confirmation of Payee service in accordance with the industry rules, regulations and
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	<p>procedures that apply to the Confirmation of Payee service.</p> <p>17.3 Opt out requests</p> <p>You may request that we withhold from sharing your account details with the Confirmation of Payee service for an account if there are special circumstances and it is reasonably necessary to withhold your account details to protect your safety or security (an opt-out request). We will only agree to an opt-out request if we agree that special circumstances exist and it is reasonably necessary to protect your safety or security.</p> <p>If we agree to an opt-out request:</p> <ul style="list-style-type: none"> • we may still disclose your account details (including your name) to other financial institutions through the Confirmation of Payee service to facilitate their fraud checking processes (but they will not share your details with payers); • we may still disclose your account details (including your name) through the confirmation of payee service for them to be shared with some government agencies to confirm your identity in relation to payments they are making to you; and <p>you can request to opt your account back in to sharing your account details with the Confirmation of Payee service at any time.</p>
29. Termination and suspension	30. Termination and suspension
29.3 When we can suspend your access to Online Banking, and the BOQ Specialist Mobile App	30.3 When we can suspend your access to Online Banking, and the BOQ Specialist Mobile App and returning funds
<p>We may suspend an Online Banking Service, at any time, without giving you prior notice if:</p> <ul style="list-style-type: none"> • we are required to do so by law or in order to comply with our legal or other regulatory obligations (including Card scheme and payment system rules); • you don't provide us with information we reasonably require to verify your identity or the source of any funds deposited into the Account or to otherwise comply with our legal obligations or other regulatory obligations (including Card scheme and payment system rules); • you don't provide us with accurate and 	<p>30.3.1 Suspending an Online Banking Service</p> <p>We may suspend an Online Banking Service, at any time, without giving you prior notice if:</p> <ul style="list-style-type: none"> • we are required to do so by law or in order to comply with our legal or other regulatory obligations (including Card Scheme and payment system rules); • we reasonably consider it necessary to do so to meet our regulatory and compliance obligations or to manage associated risk; • you don't provide us with information we reasonably require to verify your identity or the source of any funds deposited into

<p>up to date Foreign Tax Residency Status information;</p> <ul style="list-style-type: none"> • You are no longer an Australian resident; or • we reasonably believe that: <ul style="list-style-type: none"> ○ doing so is necessary to prevent loss to you or us; ○ the Account or Online Banking Service is being used in a manner that may result in loss to you or us; ○ there is fraudulent activity occurring in relation to your Account or Online Banking Service; ○ the Account or Online Banking Service is being operated in breach of these terms and conditions in a way that increases risk to you or us; ○ your use of the Account or Online Banking Services or activities you undertake in connection with the Account or Online Banking Service are at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams); ○ you or the Account holder provided us with false or misleading information when you opened the Account or issued the Online Banking Service which materially increases the risks we are exposed to in relation to you or the Account or Online Banking Service and we would not have opened the Account or issued the Online Banking Service had the correct information been provided to us; or ○ the Account or Online Banking Service is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any 	<p>the Account or to otherwise comply with our legal obligations or other regulatory obligations (including Card Scheme and payment system rules);</p> <ul style="list-style-type: none"> • you don't provide us with accurate and up to date Foreign Tax Residency Status information; • you are no longer an Australian resident; or • we reasonably believe that: <ul style="list-style-type: none"> – doing so is necessary to prevent loss to you or us; – the Account or Online Banking Service is being used in a manner that may result in loss to you or us; – there is fraudulent or scam activity occurring in relation to your Account or Online Banking Service; – the Account or Online Banking Service is being operated in breach of these terms and conditions in a way that increases risk to you or us; – your use of the Account or Online Banking Services or activities you undertake in connection with the Account or Online Banking Service are at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams); – you or the Account holder provided us with false or misleading information when you opened the Account or requested the Online Banking Service which materially increases the risks we are exposed to in relation to you or the Account or Online Banking Service and we would not have opened the Account or issued the Online Banking Service had the correct information been provided to us; – the Account or Online Banking
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<p>person (including in the use of the payment descriptions and/ or references).</p> <p>We will act reasonably when suspending an Online Banking Service and we will not do more than is reasonably necessary considering the reasons why we have taken such action. We will tell you if we suspend your Online Banking Service and, where possible, we will tell you what you need to do for us to reinstate it.</p>	<p>Service is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/ or references);</p> <ul style="list-style-type: none"> - funds have been transferred into your account due to unauthorised or unlawful activity; or - you are not beneficially entitled to funds in your account. <p>We may take these measures for as long as we reasonably need. We will act reasonably when suspending an Online Banking Service and we will not do more than is reasonably necessary considering the reasons why we have taken such action. We will tell you if we suspend your Online Banking Service and, where possible, we will tell you what you need to do for us to reinstate it unless we are unable to do so under applicable laws or regulations.</p> <p>30.3.2 Returning funds</p> <p>Where we reasonably believe that funds have been transferred to your account because of unauthorised or unlawful activity (such as fraudulent payment or a payment as a result of a scam affecting you or another person) (Improper Payment), we may without your consent deduct from your account an amount no greater than the Improper Payment and return the funds to the sender or sending financial institution or as otherwise required by law, code or regulation. We will take reasonable steps to contact you in relation to an Improper Payment where we consider it relates to a fraud or scam, unless we are unable to do so under applicable laws or regulations.</p> <p>Where we reasonably believe that funds have been transferred into your account as a Mistaken Payment under the ePayments Code, we will instead follow the process set out in 'Mistaken Internet Payments' clause above.</p>
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