

# LOAN ACCESS SYSTEM & INTERNET USER REGISTRATION FORM

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LOAN ACCOUNT NUMBER

### IMPORTANT

This document does not contain all of the terms and conditions governing your loan account or your line of credit account ("account"). This document and its corresponding terms and conditions apply to the use of the Loan Access / Internet Access System in relation to your account. These terms and conditions are in addition to the terms and conditions that apply to your account.

By signing below I/we request access to my/our accounts by way of the Loan Access System / Internet Access System, subject to the terms and conditions applying to those systems and those that govern the account.

I/We acknowledge that where there is more than one authorised user with respect to an account that each of the authorised users is authorised to operate the account.

I/We agree to be bound by any instruction issued by an authorised user as if I/we had issued the instruction.

<b>BORROWER 1</b>	<b>BORROWER 2</b>
PRINT NAME	PRINT NAME
SIGNATURE	SIGNATURE
DATE	DATE
<b>BORROWER 3</b>	<b>BORROWER 4</b>
PRINT NAME	PRINT NAME
SIGNATURE	SIGNATURE
DATE	DATE

### NOTICE

You will be sent your Personal Identification Number (PIN) shortly after settlement of your loan, together with further information as to the use of the Loan Access Line/Internet Access System. You may obtain access to your account at the web site [www.loanenquiry.com.au](http://www.loanenquiry.com.au). Simply input your nine digit account number and PIN that will be provided to you.

Please return this form to: **The Manager Loan Services, PO Box H284, Australia Square NSW 1215 | Fax: (02) 9248 2308**

# LOAN ACCESS SYSTEM TERMS & CONDITIONS

**These terms and conditions apply to your use of the Loan Access System in relation to your Account and are in addition to the terms and conditions which apply to your Account.**

## 1 LOAN ACCESS SYSTEM

- 1.1 The Loan Access System allows you to:
  - » Obtain information regarding Loan Account;
  - » Request a redraw of an amount from your Loan Account;
  - » Draw down funds from your Line of Credit Account; or
  - » Other services we make available from time to time,
  - » Either by telephone (using the Loan Access Line) or by other forms of access we make available from time to time.
- 1.2 Your entitlement to redraw or draw down an amount from your Account is governed by the terms and conditions of your Account and nothing in these terms and conditions is intended to vary that entitlement in any way.
- 1.3 The first time that you or a person authorised by you use the Loan Access System, you automatically agree to these terms and conditions.
- 1.4 We may cancel the Loan Access System or your registration at any time and without notice if we believe that your use of the Loan Access System may cause losses to you or us or we believe it is necessary to protect the security of the Loan Access System.
- 1.5 If the Loan Access System is not available for any reason, it is your responsibility to use other means of obtaining information regarding your Account or effecting a redraw or draw down.
- 1.6 Only cleared funds are available for redraw or draw down, therefore, funds deposited in your Account are not available for redraw or draw down until 5 Banking Business Days after the date of deposit.

## 2 REGISTRATION

- 2.1 You will be sent your Personal Identification Number (PIN). This allows you to use the Loan Access System to obtain information regarding your Account.
- 2.2 To request a redraw or draw down using the Loan Access System you must register by completing a registration form and returning it to us.
- 2.3 If we accept your registration, we will allow you full access to the functions of the Loan Access System.
- 2.4 You, and if there is more than one of you, each of you will be provided with the Password.
- 2.5 If there is more than one of you, then each of you authorise each other to use the Loan Access System on behalf of all of you. If any one of you use the Loan Access System, then all of you will be bound for any transactions made as if you all used the Loan Access System.

## 3 USING THE LOAN ACCESS SYSTEM

- 3.1 You may use the Loan Access System immediately after receiving your Password.
- 3.2 When using the Loan Access System, you will be required to give your Security Information. You may be asked to provide additional information for the purposes of identification.
- 3.3 When you use the Loan Access System and give us your Security Information you authorise us to provide information regarding your Account or act on your instructions and to pay any redrawn or drawn down amount into your Nominated Account. We need not pay any such amount in any way other than by deposit into your Nominated Account.
- 3.4 If we accept your Loan Access System request for a redraw or a draw down of funds, we will use our best endeavours to ensure that this amount is deposited in your Nominated Account within 2 Banking Business Days.

- 3.5 We will take all reasonable steps to ensure that:
  - a) information concerning you or your Account will remain confidential; and
  - b) information made available to you is correct and regularly updated.
- 3.6 You may not use email to send us any notices or requests that may be required under these conditions or the terms and conditions applying to your Account.
- 3.7 If you access the Loan Access System from a place outside Australia, your use of the Loan Access System may be governed by the laws and regulations of that place.
- 3.8 We do not issue receipts for transactions conducted using the Loan Access System. Such transactions will appear on the statements applying to your Account.
- 3.9 We (or our agents or contractors) own the proprietary and intellectual property rights in the Loan Access System, despite any ability you may have to download or modify information.
- 3.10 You are responsible for the installation and maintenance of any equipment you require to access the Loan Access System.

## 4 LIABILITY

- 4.1 You must take all reasonable steps to ensure that your Security Information remains confidential and is not disclosed to another person. You must notify the Originator immediately if you suspect your Security Information, or the Security Information of any person authorised to use the Loan Access System in respect of your Account, has been used without authority. The Originator's telephone number is set out in the terms and conditions applying to your Account.
- 4.2 You agree to check your statements, any account records and any receipts (in whatever form they are provided) to ensure that there has been no unauthorised access to your Account. If you notice anything which indicates that someone has accessed your Account without authority, you agree to notify your Originator or us immediately.
- 4.3 We are entitled to assume that if transactions are made or information regarding your Account is sought using your Security Information or any other security measure we prescribe from time to time, then it has been authorised by you. In such cases we are not liable for any loss caused by unauthorised access to the Loan Access System.
- 4.4 We are not liable for any direct or consequential loss or damage you suffer as a result of any delay or error in carrying out your instructions, or any other circumstance beyond our reasonable control.
- 4.5 Except as provided in any law which cannot lawfully be excluded or modified by agreement, we:
  - a) make no express or implied warranty or representation in connection with the Loan Access System;
  - b) are not liable for any loss you suffer (including consequential loss) arising in connection with the Loan Access System;
  - c) expressly disclaim any and all liabilities in respect of negligence;
  - d) are not liable for any loss you suffer (including consequential loss) in connection with our negligence or our breaching a condition implied by law (including stamp duty).
- 4.6 If we are liable for breach of any condition implied by law, that liability is limited (where entitled to do so) to:
  - a) replacement or repair of the Loan Access System or payment of the cost of replacing or repairing the Loan Access System; or

- b) supplying the Loan Access System again or payment of the cost of having the Loan Access System supplied again.

## 5 VARIATION AND NOTICE

- 5.1 We may change these terms and conditions at any time by notice in writing, such change to take effect from the date specified in the notice.
- 5.2 Our obligation to provide you with notice is satisfied if we post the notice by ordinary mail to the last address you gave us.

## 6 DEFINITIONS AND INTERPRETATION

- 6.1 The following terms have the meanings set out below unless the context otherwise requires.
  - Access Number** means your personal access code which is set out in the schedule.
  - Account means** your Loan Account or Line of Credit Account identified in the schedule.
  - Banking Business Day** means any day on which banks in Sydney are able to effect settlement through the Reserve Bank of Australia.
  - Line of Credit Account** means your line of credit account as identified in the schedule.
  - Loan Access Line** means the facility (as modified from time to time) which allows telephone access to the Loan Access System.
  - Loan Access System** means the system described in clause 1.1.
  - Loan Account** means your loan account as identified in the schedule.
  - Nominated Account** means the transaction account linked to your Loan Account or Line of Credit Account which you notify to us from time to time as the account into which we deposit funds which are redrawn or drawn down from your Loan Account or Line of Credit Account.
  - Originator** means the person appointed as your mortgage manager who is named in the terms and conditions which apply to your Account and includes its successors and assigns.
  - Password** means your personal access code which we give you when you establish your Account and which allows you to access the Loan Access System.
  - Security Information** means your Access Number identified in the schedule and your Password.
  - We or Us** means the lender identified in the schedule.
  - You** means the person identified in the schedule as borrower and if there is more than one, means each of you jointly and severally. **You** includes any person who uses the Loan Access System in respect of the Account and gives us your Access Code.
- 6.2 A reference to:
  - » this agreement or another instrument includes any variation or replacement of any of them;
  - » the schedule means the schedule to this agreement;
  - » the singular includes the plural and vice versa;
  - » a person includes a firm, body corporate, an unincorporated association or an authority and their executors, administrators, successors, substitutes (including, without limitation, persons taking by novation) and assigns;
  - » any thing includes the whole and each part of it and a reference to a group of persons includes all of them collectively, any two or more of them collectively and each of them individually.
- 6.3 Headings are inserted for convenience and do not affect the interpretation of this agreement.