

Terms and Conditions for Telegraphic Transfers

Terms and Conditions for conducting Telegraphic Transfers with Hume Bank Limited ABN 85 051 868 556.

1. Interpretation. In these Terms and Conditions the following terms have the following meanings:

“**Correspondent Bank**” means any correspondent, intermediary or beneficiary bank(s) that facilitate the sending or payment of a Telegraphic Transfer.

“**Foreign Exchange Contract**” means a legally binding agreement between you and us to exchange Australian dollars for foreign currency in order to send a Telegraphic Transfer.

“**Instruction**” means a communication that: (i) includes the information required by us to give effect to a Telegraphic Transfer; (ii) is received by Us in writing, by facsimile, email or such other means as are agreed from time to time by us; and (iii) We believe in good faith to have been given by you.

“**Payee**” means a third party who you instruct us to deliver payment to by Telegraphic Transfer.

“**Telegraphic Transfer**” means an electronic instruction sent through SWIFT, ACH or other similar electronic payments network to credit funds to a Payee’s bank account in a specified currency.

“**we, our, us**” means Hume Bank Limited ABN 85 051 868 556.

“**you, your**” means you our customer, identified in the order form accompanying these Terms and Conditions.

2. Doing Business with Us

- 2.1 You irrevocably authorise us to rely upon your Instructions as constituting genuine, true, accurate, complete and enforceable instructions. We have no duty to obtain confirmation or make any enquiry with respect to the validity of an Instruction. At our sole discretion we may decline to act upon any Instruction or request verification of any instructions.
- 2.2 Before transmitting an Instruction, you shall be responsible for ensuring all information contained in the Instruction is complete, accurate, and if in writing, legible. If you subsequently learn of any error in an Instruction, you must notify us immediately. If you fail to provide a timely, complete, accurate and legible Instruction, we shall not be liable for any loss or damage suffered by you as a result of any subsequent delay.
- 2.3 You understand that we will charge certain fees for the Telegraphic Transfer services, which fees shall be agreed with you when you deliver an Instruction. In addition to the fees that we charge you understand and agree that Correspondent Banks may impose additional charges and fees, which may be deducted from the amount paid to the Payee.
- 2.4 We agree to process transactions for you as soon as commercially practicable (during normal business hours) after receiving an Instruction. We will initiate the Telegraphic Transfer upon receipt of settlement funds from you.
- 2.5 Where you issue us with an instruction to remit foreign currency to a Payee we shall agree a rate of exchange and enter into a Foreign Exchange Contract which shall be settled immediately by you providing us with the designated Australian dollar amount together with the relevant Telegraphic Transfer Fee.
- 2.6 You acknowledge that we may subcontract delivery of your Telegraphic Transfer to Western Union Business Solutions.

3. Indemnity

- 3.1 You understand and acknowledge that a Telegraphic Transfer is undertaken by you at your sole risk and that we shall not be liable for any delay, mistake, act or omission which may occur in the transmission of a Telegraphic Transfer provided that we have used reasonable endeavours to act in accordance with the instruction. You agree to indemnify and hold us harmless against any losses, damages and expenses suffered by us in respect to any Telegraphic Transfer that we process based on your Instruction.
- 3.2 All warranties, representations, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

- 3.3 YOU AGREE THAT WE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES, LOSS OF PROFIT OR BUSINESS OPPORTUNITY ARISING FROM ANY PROVISION OF SERVICES UNDER THESE TERMS AND CONDITIONS OR IN CONNECTION WITH ANY FAILURE OR PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, LINE OR SYSTEM FAILURE (EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES). EXCEPT TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES SHALL OUR LIABILITY TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES OR LOSSES OF ANY KIND, EXCEED THE SUM OF: (i) THE AUSTRALIAN DOLLAR VALUE AS OF THE TRANSACTION DATE OF THE RELEVANT TRANSACTION(S), AND (ii) THE AMOUNT OF ANY FEE OR COMMISSION CHARGED AND COLLECTED BY US IN CONNECTION WITH THE RELEVANT TRANSACTION(S).

4. Compliance with law

- 4.1 You understand and agree that we and/or Western Union Business Solutions and/or a Correspondent Bank may disclose any transaction-related information in order to satisfy its legal obligations under applicable law, including, but not limited to, anti-money laundering, trade and economic sanctions laws and/or regulations, or otherwise as required by law or court order.
- 4.2 Upon request, you agree to provide any additional information that we may need to satisfy obligations arising under clause 4.1 above.
- 4.3 You understand, acknowledge and agree that all transactions, wherever originated, may be processed by Western Union Business Solutions or Correspondent Banks one or more of which may be located outside of Australia. As such, all transactions, wherever originated, shall be processed in accordance with the laws and regulations of the jurisdiction where the transaction is being processed, including but not limited to, those laws and regulations relating to anti-money laundering, anti-terrorism and foreign asset control.

5. Privacy and use of information

- 5.1 You agree that we may use and keep a record of the personal information we obtain from, collect about, and in relation to you:
- to consider your application;
 - to consider any Instructions;
 - to carry out any Instructions;
 - to inform you of other products and services which may be ours or those of a third party. If you do not want to receive this information, please contact our Privacy Officer (refer to our Privacy Policy at www.humebank.com.au for further details);
 - for marketing purposes generally;
 - to transfer to any related company of ours and to auditors and professional advisors of ours; and/or
 - as required by law or regulatory authority.
- 5.2 If you do not provide the information we seek to collect from you, we may not be able to provide the Telegraphic Transfer Service.
- 5.3 We agree to keep confidential any information which you have provided to us except where disclosure of such information to a third party is necessary for the performance of any services provided to you in accordance with your instructions (such as disclosure to Western Union Business Solutions and to any Correspondent Bank), is required by law, or is required to comply with a request from a regulatory authority. In providing these services, we may disclose your personal information to overseas recipients. The identity of those countries will depend on where the Telegraphic Transfer is directed.
- 5.4 The duty of confidentiality set out above will not extend to any information which:
- was rightly in our possession at the date it was disclosed by you;
 - is after the date of disclosure acquired by us in good faith from an independent third party; or
 - has in its entirety become public knowledge otherwise than in breach of these terms and conditions.

5.5 Our Privacy Policy (available at www.humebank.com.au) contains information about how you may access your personal information held by us and seek correction of such information. It also contains information about how you may complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint.

6. Governing law

These terms and conditions and any disputes arising hereunder shall be exclusively governed by the law of the State of New South Wales and shall be subject to the exclusive jurisdiction of the courts of New South Wales.