

1. Introduction

1.1 This document sets out the terms and conditions upon which you may request an International Funds Transfer and the terms and conditions upon which we agree to process that International Funds Transfer.

2. Correspondent arrangements

2.1 Under arrangements we have with correspondent Convera Australia Pty Ltd (ACN 150 129 749; AFSL 404092) ("Convera"), all International Funds Transfers which you initiate through this facility will be sent to the Beneficiary's account via Convera. However, this facility is provided to you by us and Convera has no responsibility or liability to you for the provision of financial services by us to you.

2.2 We may terminate the use of a Correspondent to process a payment on behalf of the Bank. Should we terminate a Correspondent, we may not be able to process a payment instruction on your behalf. We will contact you promptly should we not be able to process your payments. You acknowledge and agree that should this occur, we will not be held liable for any cost, loss or liability incurred by you or the beneficiary as a result of us not being able to process your payments in connection with the termination of a Correspondent, and that the Bank shall remain liable to you only to the extent that such loss, cost or liability is caused from the negligence, wilful misconduct or fraud by us or our employees.

3. Personal information

3.1 In order to process your request for an International Funds Transfer, we may disclose your personal information to third parties including, but not limited to, Convera, other banks and beneficiaries overseas for the purpose of processing your International Funds Transfer.

3.2 For the purposes of these terms and conditions, the term "Other Bank" means an intermediary (including Convera) and/or beneficiary bank, in Australia or overseas, that may or may not be appointed by us for the purposes of making an International Funds Transfer. You authorise us to provide to the Other Bank information that the Other Bank requests us to provide about you in order to manage that Other Bank's obligations under law or regulations including anti-money laundering or countering the financing of terrorism laws.

3.3 You authorise us to provide to Convera in order for Convera to collect and use your personal information to:

- provide and facilitate the provision the International Funds Transfer;
- comply with regulations relating to anti-money laundering or countering the financing of terrorism;
- prevent and detect fraud;
- to monitor compliance between us and Convera;

- for debt recovery purposes; and, to help Convera improve its products, services and operations.

3.4 You acknowledge that Convera may disclose your personal information it holds to:

- any member of its corporate group for the purpose of any member of the Convera group;
- any third-party providing services to a member of the Convera group company in respect of international transfers;
- to third parties in countries other than the country in which the information was originally collected or created including third parties in the United States;
- to any person if required to do so by regulations or legal process; or,
- where required by regulations, law enforcement authorities for purposes such as detecting, investigating, prosecuting and preventing crimes, including money laundering and related criminal activity, and the recipients may further disclose the information for these and other related purposes.

4. Access and limits

4.1 We may enable or disable your access to International Funds Transfers through Online Banking at our absolute discretion.

4.2 The total amount of International Funds Transfers made by you through Online Internet Banking or through our Service Centres on any given day must not exceed the maximum value of AUD\$20,000.00 (subject to approval).

4.3 We may alter this daily limit or impose any additional limits at any time.

4.4 If we change any applicable limits or impose any new limits, we are not required to advise you before the change takes effect. We will advise you of any applicable limits on request.

5. Making an International Funds Transfer

5.1 If you use this facility to make an International Funds Transfers, you must provide us with all the details we request regarding the transfer you wish to make.

5.2 You are responsible for the completeness and accuracy of the details you provide to us in relation to an International Funds Transfer. If the details, you provide are incomplete or inaccurate the International Funds Transfer may be:

- rejected and fail (this may also happen if the Beneficiary has closed their account); or
- credited to an account of someone other than the Beneficiary, and you may be unable to recover the amount transferred.

5.3 You agree that:

- the beneficiary's name does not form part of your payment instructions; and

- we do not check that the payment details provided by you are correct or that the beneficiary's name matches the account number of the intended beneficiary.

5.4 You may be required to provide additional information regarding this payment, and you agree that all information may be passed on by Convera to third parties as appropriate.

6. Mistaken payments and rejections

- 6.1 If you think you have made a mistake when providing details to us in relation to an International Funds Transfer, you should contact us immediately. However, we cannot and do not warrant that we will be able to stop or correct an International Funds Transfer that you have authorised.
- 6.2 If an International Funds Transfer is rejected and fails, we will use our best endeavours to contact you to advise you of that, by telephone or email if you have nominated an email address for International Funds Transfer transaction purposes. You will be liable for our fees and charges notwithstanding that the International Funds Transfer has been rejected.
- 6.3 In the event that a payment cannot be applied by Convera, they will either request additional information or return the payment to us, less any fees. Where additional information is requested, we will attempt to contact you to obtain the required information.
- 6.4 Where the payment is returned, we will credit your account with the Australian Dollar equivalent of the amount received (less our and/or the Convera charges), at the prevailing buying rate of exchange for that currency on the date that we credit your account. Please note that this rate of exchange is likely to be different from the rates which applied when you requested your payment. This may mean that the credit to your account is of greater or lesser value than the original debit.

7. Fees and charges

- 7.1 If you request an International Funds Transfer through Online Banking, we will provide you with a quote.
- 7.2 Convera charges an exchange margin on International Funds Transfer, which is reflected in the exchange rate stated in a quote.
- 7.3 Your acceptance of a quote by selecting the 'Confirm Transfer' button will constitute your instruction and authorisation to us to immediately debit the value of your International Funds Transfer request (in Australian dollars) from the Account you have nominated when using the facility (including the applicable fees and charges payable to us in relation to the International Funds Transfer as stated in our 'Fees & Charges' schedule) and to transfer funds to the account of the Beneficiary.
- 7.4 In sending an International Funds Transfer, Convera uses correspondent, intermediary banks to forward and

process the International Funds Transfer request. The correspondent, intermediary and Beneficiary banks may impose their own additional fees which may be deducted from the amount received by the Beneficiary.

7.5 After you accept a quote by selecting the 'Confirm Transfer' button you will receive a transaction confirmation message on screen, which you can print.

8. Delayed payment

- 8.1 Funds transferred overseas by us should be available for payment to the beneficiary's account within forty-eight hours of us accepting your instructions subject to the following:
- the availability of that particular currency;
 - our ability to deal with that particular currency;
 - legal, regulatory and policy requirements and any restrictions of a relevant Authority;
 - the Convera's ability to receive, clear and settle a particular currency; and
 - the funds are transferred on a business day (being a day other than a weekend, statutory or public holiday in Australia).
- 8.2 We will not be liable for any costs, losses or damages if a delayed payment occurs, and we acted in good faith on your instructions.
- 8.3 You agree that we may decide to delay your payment while we seek to confirm your instructions, the legitimacy of the payment, and/or your identity, in each case to our satisfaction.
- 8.4 We may contact you to confirm your instructions or your identity and may ask you to undertake further actions (such as an identification check). If we are unable to confirm your instructions or your identity to our satisfaction, then we may decide to delay, block or refuse to make payment and in doing so will not be held liable to you for any costs, losses or damages caused or suffered as a result.

9. Stopping or cancelling a payment

- 9.1 In some limited circumstances, we may be able to stop or cancel an International Funds Transfer.
- 9.2 Contact our Member Service Team to request us to stop or cancel a payment or request an enquiry to trace unreceived funds.
- 9.3 We may request that you complete our identification validation check prior to proceeding with any transfer or stop request.
- 9.4 You acknowledge that if we agree to stop or cancel a payment, we will not return the funds to you until they are returned to us from Convera. If the funds have not yet been sent by us to Convera, the funds will be available to you on the next business day that you made the request to stop or cancel the relevant payment. Funds will be credited to the bank account the transaction was debited from.

9.5 You also agree that:

- You will indemnify and make good any cost, loss or liability that we may incur as a result of your request to us to stop or cancel a payment unless such cost, loss or liability is caused by our fraud, negligence, wilful misconduct or mistake (except a mistake caused by a third party).
- We will convert the value of the returned payment into Australian Dollars using the applicable prevailing rate on the day you notify us to return the payment and you will be liable for any shortfall where there is a foreign exchange movement between the date of the original conversion of your funds and the date we notify you that the payment has been returned.

10. Liability

- 10.1 A transaction confirmation does not signify that the International Funds Transfer has been received into the account of the Beneficiary.
- 10.2 We are not responsible to you or a Beneficiary for any direct or consequential loss as a result of:
- any error or omission in the details you provide when requesting an International Funds Transfer;
 - any error, omission or negligence of Convera; or
 - any delay in payment to the Beneficiary (however caused).
- 10.3 An International Funds Transfer is undertaken at your own risk and Convera and/or its affiliates and/or their agents accept no liability whatsoever for any delay, mistake, misinterpretation of instruction or omission which may occur with an International Funds Transfer.

11. Changes to terms and conditions

- 11.1 We may change these International Funds Transfers Terms and Conditions at any time for one or more of the following reasons:
- to comply with any change or anticipated change in relevant law, code of practice to which we subscribe;
 - to manage the consequences of changes to our business or systems
 - to reflect any decision of a court, ombudsman or regulator;
 - to address any security issues; and
 - to make them clear
- 11.2 We will give you notice of changes that are unfavourable to you at least 20 days before the change takes effect, including where we:
- introduce a new fee or increase an existing fee relating to International Funds Transfers;
 - impose, remove, or adjust a daily or other periodic transaction limit applying to International Funds Transfers that increases your liability for losses.

12. Definitions

12.1 The following definitions apply within these terms and conditions:

| word or expression | means |
|--------------------------|---|
| Authorised User | any regulatory, administrative, government, quasi-government, supranational, law enforcement or supervisory authority, court or tribunal. |
| Correspondent | another bank or agency chosen by the Bank to effect payment of the funds including conversion of the funds if and when required, directly or indirectly to the beneficiary's bank, and includes any intermediary correspondent. |
| Delayed Payment | a transfer of funds occurs, for reasons outside the Bank's control, more than forty-eight hours after the Bank has accepted your instruction. |
| Payment | includes a transfer of funds or a funds transfer (as the context requires) under an International Funds Transfer. |
| Personal Information | information or an opinion about an individual, or information that can be used to identify an individual. |
| We, us, our, or the Bank | Unity Bank Limited. ABN 72 087 650 637 AFSL & Australian Credit Licence 238311. |
| You and your | the person or entity which requests an International Funds Transfer under these terms and conditions. If there is more than one person or entity, 'you' means all of them together and each of them individually. |