



ANGLICAN DEVELOPMENT FUND

**ADF Online**

Terms and Conditions

Anglican Development Fund

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## 1. Introduction

ADF's Online Service offers a convenient method of accessing information about your ADF account/s. Parishes and Anglican Organisations are also able to transact on their account/s via ADF Online.

Investors should note that neither the ADF nor the Melbourne Anglican Trust Corporation is prudentially supervised by the Australian Prudential Regulation Authority (APRA) and investments in the ADF do not obtain the benefit of the depositor protection provisions of the *Banking Act 1959* (Cth). Further, an investment in the ADF is designed for persons who wish to promote the charitable purposes of the Anglican Dioceses of Melbourne and for whom the considerations of profit are not of primary relevance to a decision to make an investment in the ADF.

This document sets out the Terms and Conditions upon which this service is offered.

Please read this document carefully prior to completing your application for access to ADF Online, as from the time you complete the application, these Terms and Conditions apply and govern the contractual relationship between us.

**If you do not understand any part of these Terms and Conditions, or have difficulty using the Service, please contact our customer service staff on (03) 9653 4220.**

## 2. Interpretation

In these Terms and Conditions:

- **Account** means an investment or loan account held with the ADF, or any account held at another Financial Institution capable of sending or receiving EFT transactions.
- **Account Owner** means the person or entity in whose name the Account has been opened, who can appoint and revoke Signatories, and is ultimately responsible for the standing and operation of the Account.
- **ADF** means the Anglican Development Fund of the Diocese of Melbourne, an activity of the Melbourne Anglican Trust Corporation (ABN 63 198 215 958).
- **AML/CTF Act** means the Anti-Money Laundering and Counter Terrorism Financing Act (Commonwealth 2006) and as amended.
- **Code** means a password generated by ADF computers and sent via SMS to the registered mobile phone of the relevant owner or signatory, for the single use of authenticating a specific transaction from an eligible ADF account.
- **Daily Transaction Limit** means the maximum daily aggregate payment for all eligible accounts accessible through the Service as advised to you by ADF.
- **External Funds Transfer (EFT)** means the electronic transfer of money from an account to an external financial institution by means of a BSB and account number.
- **Landline** means a telephone connected to a fixed line telephone number registered with ADF to receive Codes.
- **Membership Number** means the unique code issued by ADF identifying your individual access to the Service when used in combination with your Password.
- **Mobile Phone** means a mobile telephone connected to a mobile telephone number registered with ADF to receive Codes.
- **Password** means the secret code you use in combination with your Membership Number to authenticate your access to ADF's Online service.
- **Product** means a facility offered by ADF for investment or lending purposes as governed by the relevant Terms and Conditions included in the Product Brochure.
- **Service** means the ADF Online Service.
- **Signatory** means any person authorised by the account owner to initiate and/or authorise transactions and other operations upon the account, either individually or jointly with other signatories as advised by the account owner.
- **SMS** means Short Message Service.

Transactions made to your accounts using this service are governed by the Terms and Conditions of those relevant products. Where those product's Terms and Conditions are inconsistent with these, these Terms and Conditions prevail.

Transactions using this service may only be made from eligible accounts held by Parishes and other Anglican Organisations.

If any parts of these Terms and Conditions are invalid, unenforceable, or a breach of any law, those parts shall be excluded, but the remainder of the Terms and Conditions will continue to be in force.

Terms referring to the singular shall also be interpreted to refer to the plural, and vice versa.

### 3. Risks of the Service

Although there are security measures in place concerning the operation of the Service, there are risks associated with using the service. These risks include the service being unavailable at the time you wish to use it and the possibility of unauthorised transactions on your account. Please refer to 'Passwords' and 'Telephones' and 'Codes' for details about safeguarding your account against unauthorised access.

In addition, there is a risk that you may not be able to access your account information or make transactions through the service which is dependent on the reliability of its own operational processes and those of its technology and telecommunications partners in respect of computers, computer networks and telecommunications. Disruption to these processes may result in the service being unavailable from time to time.

### 4. Access to the Service

Access to the service is granted upon application, and may require you to supply identification as prescribed in the application form, in order that we may establish your bona fides should you have not previously supplied identification to ADF under the requirements of the AML/CTF Act.

ADF will issue you with a Membership Number, and an initial Password that you will be required to change on your first successful login to the service. Your level of access to the service will be in line with the combination of the access level granted to you by the account owner (where applicable), and the capabilities and the product features of the accounts you have been granted access to.

Full access is only available to eligible accounts held by Parishes and Anglican Organisations. Other account holders will be provided with view only access upon completion of the application form, and provision of the required identification documentation.

Access should only be made via clicking on the "ADF Online" menu option on the ADF website: [www.adfmelbourne.org.au](http://www.adfmelbourne.org.au)

We reserve the right to modify, enhance, cancel or withdraw the service at any time.

### 5. Authorised Users

Registration for access to ADF Online is open to all account owners and those who have been nominated as authorised signatories to an ADF Account. Any variation to existing authorities must be lodged on the approved form available upon request from the ADF offices, or from the ADF website.

Successful application to the service entitles the user to view only access to his/her ADF account/s. Authorised signatories to accounts held by Parishes and Anglican Organisations may also apply for full account access upon completion of the appropriate documentation. Full access will enable authorised users to complete transactions from eligible accounts via the service.

Account owners and signatories duly authorised to do so, may nominate others as is reasonable in number, who will have 'View Only' access to either all or a specified selection of accounts as instructed on the application form. Such users will not have any authority to transact upon or otherwise operate those accounts, but can use the service to view account, balance and transaction history information.

Where multiple parties have access to an ADF account then the account owner is responsible for any use of the service by any other authorised signatory or view only user including, (in the case of accounts held by Parishes and Anglican Organisations) all transactions performed. The account owner is also responsible for ensuring that all authorised users comply with all obligations and responsibilities imposed under these Terms and Conditions, and is liable for any act or omission done by another authorised party as if they themselves did that act or omission.

### 6. Passwords

The Service will require that you change your initial Password upon your first access to it. All people who have access to the Service have their own Membership Number and Password. You should be aware that if someone else has access to your Membership Number and Password, they can access your account as if they were you. The following applies:

- You must not share your Membership Number and Password with others, even if they are authorised to **access** the same accounts as you, or are a family member or friend.
- You must take special care to keep your Membership Number and Password secret and take all steps necessary to prevent their unauthorised use.

- Your Password must not be an obvious combination of letters and numbers, or one that can be guessed easily by somebody else, it must not be a series of consecutive numbers or characters, and it must not relate to any other information readily accessible about you or other account signatories such as driver's licence and telephone numbers, dates of birth, names of spouses, other relatives, friends or pets.
- For security reasons, we may require that you change your Password at any time.
- As an additional security measure, for accounts held by Parishes and Anglican Organisations we may require that you use Codes, or any other means of identification so prescribed, in order to initiate, or approve certain types of transactions.
- Do not respond to any request for your Password, even if it appears to be from the ADF, another financial institution or government agency. The ADF will never send such email requests. These emails may come from third parties seeking to use the information to access your accounts.
- Do not keep any written record of your Password.
- Do not allow anyone to observe you entering your Password.
- Ensure that any device you use to access the service is not compromised with spyware, or any other software that may reveal your Password to others. It is recommended that you keep all software updated and use antivirus and Internet security software at all times.
- Exit the service immediately you have finished using it. You must not leave a device unattended while you are logged into the service.
- Do not access the service via links within emails (even if they appear to have come from ADF) or other websites. You must only access the service by typing the URL directly into the address bar of your browser window, or by a stored website bookmark that you have explicitly created.

Failure to comply with these guidelines may result in your liability for any loss suffered through unauthorised access to your accounts being increased.

## 7. Telephones and Codes

Access to eligible accounts held by Parishes and Anglican Organisations may require that you register a telephone number for the receipt of Codes in order to authorise transactions and for certain other actions available via the service. If you provide a mobile phone number as part of this requirement, then the following is required in order to provide for the security of your accounts:

- You must safeguard your mobile phone, and not allow others to use it unsupervised. It is recommended that you lock your mobile phone with a passcode where applicable.
- Delete any Codes sent to your Mobile Phone as soon as you have used them.
- You must notify us immediately should you acquire a new mobile phone number so that we can de-register your old mobile phone and register your new one.

If you provide a standard landline number for this purpose, then you must be available to receive the SMS by voice for up to five minutes following submission of your ADF Online transaction. You should ensure that any messages left on a voice bank connected to a landline telephone are deleted.

Failure to comply with these guidelines may result in your liability for any loss suffered through unauthorised transactions upon your accounts being increased.

ADF is not responsible for any charges made by your Telephone Service provider.

## 8. Lost or Stolen Credentials

You must notify ADF by phone on 03 9653 4220 as soon as possible if you suspect or know that your Membership Number and Password have become known to any other person, if you have lost or had stolen a mobile phone which has been registered with ADF to receive Codes in connection with your accounts, or if you have reason to believe another person has accessed a Code sent to you by SMS.

As soon as practicable after being notified of compromised credentials, ADF will suspend access to the service until we can verify your identity, and then we will reissue a new Password to you. If the matter relates to your mobile phone, we may suspend access to the service until we are notified that you have replaced your mobile phone, or that your original mobile phone is now securely back in your possession.

Any unreasonable delay in notifying ADF may result in your liability for any loss suffered through unauthorised access to your accounts being increased.

You are not liable for any unauthorised access that could have been stopped if the service's facilities were not available at the time you tried to report the loss or theft of your Membership Number and Password or mobile phone.

## 9. Liability for Unauthorised Transactions

An unauthorised transaction is a transaction processed from an account held by a Parish or Anglican Organisation via the service that is not authorised by the relevant account signatories. For example, this is a transaction which is carried out by someone else who has gained access to the service without the knowledge and/or consent of the account owner, or their authorised representatives.

The account owner will be liable for loss due to unauthorised transactions that occur through the service where we establish on the balance of probabilities that you, or any other party authorised to access the accounts through the service, have contributed to the losses by:

- a) failing to choose and protect the Password or mobile phone in accordance with the requirements of these Terms and Condition, or otherwise acting with extreme carelessness in failing to protect the security of the Password or mobile phone, or
- b) unreasonably delaying notification to us of the security of the Password or mobile phone being compromised or the service being misused.

Liability for such losses will be limited to the lesser of:

- the daily transaction limit applicable to the service for each day or part thereof during which the transaction occurred prior to notification to us; or
- the balance of the accounts accessible through the service, including any pre-arranged credit limit available at the time of the unauthorised transaction.

Where it cannot be established that you, or any other party authorised to access the accounts through the service, have contributed to the losses through the criteria of either of (a) or (b) above, liability for such losses will be limited to the lesser of:

- the balance of the accounts accessible through the service, including any pre-arranged credit limit available at the time of the unauthorised transaction; or
- the actual loss incurred at the time we are notified of the matter (excluding any losses above the daily transaction limit applying to the account).

The account owner is not liable for any losses that occur through the service:

- where it is clear that you, or any other party authorised to act on behalf of the account owner through the Service, have not contributed to those losses;
- for any unauthorised operation that occurs under a Membership Number and Password issued by ADF before those credentials have been received by the intended recipient;
- that are caused by fraud or negligence by ADF employees or agents;
- resulting from unauthorised transactions occurring after we are informed that a Password has been misused, lost or stolen or has otherwise become known to somebody else, or
- occurring under a Membership Number and Password attached to an account where ADF has been given proper notice in writing that this authority has been revoked or access to the service cancelled, and ADF has confirmed in writing that this access has been cancelled.

## 10. Transactions

ADF is authorised to effect any transaction or instruction issued against your accounts, as permitted through the service, where the correct Membership Number and Password, and in the circumstances required, the correct Code is supplied. We will endeavour to effect such transactions, provided that there are sufficient funds available in your account, the daily transaction limits have not been reached, and the funds are drawn from an eligible account held by a Parish or Anglican Organisation.

Be aware that when processing transfers, not all financial institutions verify the account name, and so you are responsible for ensuring that the BSB and Account number are correct. You are also responsible for ensuring that all other details such

as the account name, amount and date of transfer are correct. The account name of the recipient does not form part of your payment instructions and will not be used or checked by us in making your payment. ADF can accept no responsibility or liability for incorrectly supplied transaction information, and you are liable for any loss suffered.

You are responsible for ensuring that the intended recipient receives any payments made using the Service. Except for where the matter is within our reasonable control, ADF will have no liability or responsibility for any refusal or omission to initiate or complete any transaction, or to do so by a particular time, or for any omission to follow any transaction instructions. At busy times, the service may be unavailable, and we have no liability with respect to that unavailability.

If you believe you have made an error in your instructions, you must notify us immediately. ADF will make all reasonable attempts to stop or amend the payment, however we are not guaranteed to be able to do so. If ADF incurs third party costs in taking this action on your behalf, you will be liable for these.

It is your duty to carefully check transaction histories and any statements received for any account to which you have access via the Service, and immediately notify us of any irregularities or discrepancies discovered.

ADF reserves the right to place a daily transaction limit on payments made through the Service. Account holders and their authorised representatives will be notified in writing of the daily transaction limits applying to eligible accounts. We may vary this threshold at any time without prior notification.

Users are not able to close accounts through ADF Online. Application for account closure should be made in writing to the ADF Offices.

## 11. Security of ADF Online

We will use such measures as we deem reasonable to help ensure the security of the service, including firewalls and data encryption. Notwithstanding this, ADF cannot guarantee that data transmission over the Internet is absolutely secure. You are responsible for your own anti-virus and security measures and those of any authorised user.

The ADF will take all reasonable steps to ensure that the information that we make available to you through ADF Online is correct and updated regularly. We will not be liable for or in connection with any inaccuracy, errors or omissions in that information because of the communication network, ancillary equipment or any other circumstances beyond our reasonable control.

## 12. Cancellation and Suspension

ADF may cancel your Membership Number or Password or suspend your right to participate in the service at any time and without notice to you if we reasonably suspect that the service is being misused or has been used to conduct an unauthorised or unlawful transaction (under Australian law or the laws of other countries) or pose a risk to the service or the integrity of transactions or information held within the service. We will be under no liability to you if we do any or all of these things.

## 13. Indemnity

You agree to indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- did not observe any of your obligations under these Terms and Conditions, or
- acted negligently or fraudulently in connection with this agreement or service.

## 14. AML/CTF Obligations

In order for ADF to meet its regulatory and compliance obligations you agree to and are aware that:

- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country). Where this occurs, ADF and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused;
- we may from time to time require additional information from you to assist us in the above compliance process, and you must provide that information, and
- where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other financial institutions, service providers, or other third parties.

You agree to provide the following undertakings and indemnify ADF against any potential losses arising from any breach of these by you:

- You will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country), and
- The underlying activity for which the Service is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

## **15. Privacy**

Your personal information will be treated strictly in accordance with our Privacy Policy, which is set out on our website at [www.adfmelbourne.org.au](http://www.adfmelbourne.org.au). Upon request you may gain access to the information we hold about you in accordance with the National Privacy Principles set out in the Privacy Act (Commonwealth 1988).

## **16. Complaints about ADF Online**

You should first contact our member services area on 03 9653 4220. If your complaint cannot be resolved, you may escalate your complaint to the ADF Manager who will advise you of the process to deal with your complaint.

In the event that you are not satisfied with our resolution of your complaint after receiving the final response of the ADF Manager, you are entitled to raise the matter with our External Dispute Resolution service, free of charge. To do this please contact the Financial Ombudsman Service on 1300 780 808.