

# StarCall/StarNet Application Form

To get connected, please complete the following details and email to [customercare@choicelend.com.au](mailto:customercare@choicelend.com.au), or mail to: StarCall Customer Service Centre, Level 10, 101 Collins Street, Melbourne Victoria 3000

Once we have received your request we will post you a confidential access code.

## Request for Access to StarCall and StarNet: Complete parts (A), (B) & (C)

I/We

### (A) Personal or Company Details (please print all borrower names in the lines below)


request an access code, allowing access to my/our loan account(s) by telephone and computer via the Internet. I/We (being the undersigned Borrowers and Guarantors) understand and agree with Advantagedge Financial Services Pty Ltd ACN: 130 012 930:

- to the attached Terms and Conditions of Use; and
- that the access code will be sent to the address noted on the loan statement.

New Address

Suburb  State  Postcode

Access to the following loan accounts:

### (B) Loan Account Number\*\* or Loan ID numbers

(Insert your 20 digit Loan Account Numbers)

(Your 6 digit Loan ID Numbers)

1

1

2

OR 2

3

3

\*\*Your loan ID Number can be found on your loan statement or Direct Debit Authority Confirmation Letter.

**(C) Important – This must be signed by all Borrowers and Guarantors (if applicable)**

**Signatures**

**Borrower 1:**

Full name (please print):

Signature:

Date:

**Borrower 2:**

Full name (please print):

Signature:

Date:

**Borrower 3:**

Full name (please print):

Signature:

Date:

**Borrower 4:**

Full name (please print):

Signature:

Date:

**Guarantor 1:**

Full name (please print):

Signature:

Date:

**Guarantor 2:**

Full name (please print):

Signature:

Date:

**Guarantor 3:**

Full name (please print):

Signature:

Date:

**Guarantor 4:**

Full name (please print):

Signature:

Date:

**StarCall/StarNet Conditions of Use**

Please see the Glossary at the end of these conditions of use for the meaning of words printed in *italics* in these conditions of use.

We have issued an *access code* to you at your request. You can use the *access code* with your *facility account* number to transact on that *facility account*. Your use of the *access code* is subject to these conditions of use.

Please read these conditions of use carefully before you sign or use the *access code*. You agree to the conditions of use when you use the *access code*. If you do not agree with the conditions of use, please destroy any record of the *access code*.

When you agree to these conditions of use, you also agree that the conditions of your *loan* are varied to incorporate these conditions of use.

**1 Safeguarding your *facility account***

You can assist in safeguarding your *facility account* if you:

- a. memorise your *access code* and not keep a written record of the *access code*;
- b. never tell anyone your *access code*;
- c. try to prevent anyone seeing you enter your *access code* when you use your *access code*;
- d. if you suspect your *access code* is known by someone else or there is any transaction you have not authorised on your *facility account*, immediately report it to the **24 hr emergency hotline on 1300 300 989** for the cost of a local call;
- e. keep a record of the 24 hr emergency hotline telephone number with your usual list of emergency telephone numbers; and
- f. check the statement of your *facility account* as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use of your *access code* to the 24 hr emergency hotline.

These guidelines for safeguarding your *facility account* are the minimum security measures we suggest you take. Your liability for losses occurring as a result of unauthorised use of your *access code* will be determined in accordance with the *Code*. Please read condition 9.

## 2 Giving you access

We have given you an access code you can use with your *facility account* number to access *StarCall* and *StarNet*.

Any person holding an access code may alter it at any time. Also, you can cancel your access code by notifying us in writing. Please see condition 7.

## 3 Using your access code

You may use your access code and *facility account* number to:

- request advances or redraws on a *facility account*;
- transfer *available credit* on one *facility account* to other *facility accounts*, in accordance with the contract for your *loan*; or
- make enquiries on the available credit on a *facility account*, through or *StarNet* or *StarCall*.

Each *facility account* is a credit facility.

*StarNet* or *StarCall* may not be available during maintenance of our systems or our *loan servicer's* systems or due to circumstances beyond our control.

## 4 Authority

When you use *StarNet* or *StarCall*, you authorise any one of you to give us instructions. You authorise us to debit a *facility account* with the value of all transactions carried out using your access code on that *facility account*. You cannot withdraw that authority.

## 5 Statements and receipts

- (a) A transaction record will be available for each financial transaction carried out with your access code, unless you indicate that a receipt is not required.
- (b) You should obtain, check and retain all transaction records issued to you for checking against statements for your *facility account*.
- (c) We will give you a statement for your *linked facility account* at least once each six months. If an access code is issued to you, you may request that we give you more regular statements for a *facility account* or a copy of a statement of a *facility account* at any time by using *StarNet* or *StarCall* or by contacting your *mortgage manager*.

## 6 Transaction limits

- (a) You must not seek to make a transaction on a *facility account* by use of your access code where the transaction would exceed the *available credit balance* on the account. If you make any access code transaction on a *facility account* for an amount that exceeds the *available credit balance* on the account, you are in default of the contract for your *loan* and you must repay the excess immediately without demand from us.
- (b) Your *available credit balance* may change from time to time. You can use your access code and your *facility account* number to enquire about the *available credit balance* on a *facility account* as at the time of the enquiry.
- (c) We may set limits on the minimum and maximum amounts on the advances or redraws you may make from a *facility account* by use of your access code and *facility account* number on any one day through *StarNet* or *StarCall*. At the date we gave these conditions of use to you, the minimum access code transaction amount is \$100 and the maximum access code transaction amount on a *facility account* is the *available credit balance* on that *facility account*. You may apply to us or through your *mortgage manager* for a lower limit.

## 7 Cancelling your access code

We may cancel your access code if:

- (a) if we become aware of a dispute between you;
- (b) you become mentally incapacitated;
- (c) for security reasons; or
- (d) if you are in default under the contract for your *loan*.

At any time, any one of you may cancel your access code by notifying us in writing.

You must not use or seek to use your access code after it is cancelled.

## 8 Protecting your access code

(a) You must:

- not voluntarily disclose your access code to anyone;
- not write or indicate your access code, without making any reasonable attempt to disguise the access code, on any article or on several articles that could be lost or stolen at the same time; and
- not act with extreme carelessness in failing to protect the security of your access code.

(b) If we let you change your access code, you must **not** select:

- a numeric code which represents your birth date; or
- an alphabetical code which is a recognisable part of your name.

**If you select an access code that represents your date of birth or a recognisable part of your name, you may be liable for unauthorised transactions by use of your access code.** Please read condition 11.

(c) You must provide correct details (including the BSB and account number) for all access code transactions. We cannot stop or alter any access code transaction after you give us your instructions. Please record the confirmation number we give you for an access code transaction and quote it to us if you have any queries.

## 9 Visibility of contact details

Any contact details changed in *Starnet* will be visible to all other account holders on a *facility account*.

## 10 Your liability for losses due to unauthorised transactions

Your liability for losses occurring as a result of unauthorised use of your access code will be determined in accordance with the *Code*.

## 11 When you are not liable for unauthorised transactions

You are not liable for losses:

- that are caused by the fraudulent or negligent conduct of our employees or of agents or companies involved in networking arrangements, or of any merchants or of their agents or employees;
- arising because an *access code* is forged, faulty, expired, or cancelled;
- that arise from *access code transactions* which required the use of the *access code*, but occurred before you received the *access code*;
- that are caused by the same *access code transaction* being incorrectly debited more than once to the same *facility account*;
- resulting from unauthorised use occurring after we are notified that the security of the *access code* is breached; or
- resulting from unauthorised use where it is clear that you did not contribute to the losses.

## 12 When you are liable for unauthorised transactions

You will be liable for losses resulting from *unauthorised transactions* where:

- we can prove on the balance of probability that you contributed to the losses through your fraud or because you breached your responsibilities in conditions 8(a) and 8(b). Then, you are liable for the actual losses which occur before we are notified that the security of the *access code* has been breached; or
- we can prove on the balance of probability that you contributed to losses resulting from unauthorised use because you unreasonably delayed notifying us after you became aware that the security of the *access code* was breached. Then, you will be liable for the actual losses which occur between the time you became aware and when we were actually notified.

Even then, you will **not** be liable for any of the following amounts:

- the portion of losses incurred on a day which exceeds any daily transaction limit;
- the portion of losses incurred in a period which exceeds any other transaction limit for that period;
- the portion of the total losses incurred on any *facility account* which exceeds the *available credit* on the account;
- any losses incurred on any *facility account* which we agreed could not be accessed by the *access code*.

## 13 Limited liability for unauthorised transactions

If there are *unauthorised transactions* on a *facility account* by use of the *access code* and it is unclear whether or not you contributed to any loss caused by the unauthorised use of your *access code*, you are liable for the lesser of:

- \$150;
- the *available credit* on the *facility account*; or
- the actual loss at the time we were notified that the *access code* has become known to someone else (excluding that portion of the losses incurred which exceeds any daily transaction or other transaction limit(s) on the *facility account*).

In determining your liability under this condition, we will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred.

The fact that a *facility account* is accessed with the correct *access code*, while significant, is not of itself conclusive evidence that you have contributed to the loss.

## 14 Resolving disputes

- If you believe a transaction is wrong or unauthorised or the statement of your *facility account* contains any instances of unauthorised use or errors, you must immediately notify the 24 hr emergency hot line as explained in condition 15. Then, you will be requested to give us details, relating to your *facility account*, to assist our investigations.
- If your complaint cannot be settled immediately to your satisfaction, we will inform you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- Within 21 days after receiving your complaint, we will:
  - inform you in writing of the results of our investigation; or
  - inform you in writing that we require further time (not exceeding a further 24 days) to complete our investigation. There may be different reasons for us requiring further time to complete our investigation. One of those reasons may be that we are waiting on a response from you.
- Where an investigation continues beyond 45 days, you will be informed of the reasons for the delay and given monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, unless we are waiting for a response from you. If we find that an error was made, we will arrange to make the appropriate adjustments to the *facility account* including interest and charges (if any) and will inform you in writing of the amount of the adjustment.
- If:
  - we are a party to an industry dispute resolution scheme; and
  - that scheme provides a matter can be heard under the scheme if we do not give a final decision on the matter within a specified time, we will inform you in writing, about the option of taking the matter to the scheme, within five *business days* after the specified time period expires.
- When we inform you of the outcome of our investigation, we will:
  - give you reasons, in writing, for our decision by reference to this condition 12 and the *Code*;
  - inform you of any adjustments we have made to the *facility account*; and
  - inform you in writing of other avenues of dispute resolution (including Consumer Affairs Agencies, external dispute resolution schemes and Small Claims Courts), if you are not satisfied with our decision.
- If we decide that you are liable for all or any part of a loss arising out of unauthorised use of your *access code*, we will:
  - give you copies of any documents or other evidence on which we relied; and
  - inform you whether or not there was any system malfunction at the time of the transaction you complained about.
- If we fail to carry out these procedures or cause unreasonable delay, we will be liable for a part or all of the amount of the disputed transaction where our failure or delay has prejudiced the outcome of the investigation.

## 15 Malfunction

We are liable to you for losses you suffer caused by the failure of our systems to complete a transaction, by use of your *access code*, accepted by the system in accordance with your instructions. However, we will not be liable for consequential losses where you should have been aware that the system was unavailable for use or malfunctioning. In this case, we will have a limited responsibility to correct any error in your *facility account* and the refund of any charges or fees imposed on you as a result relating to the transaction that was not completed. We are not liable for any loss caused by the failure of our systems to accept the transaction.

## 16 Notifying breaches of security

If you believe the security of your *access code* has been breached, please call the 24 hr emergency hot line on 1300 300 989.

We will acknowledge receipt of any report of an *unauthorised transaction* or *access code* security breach you make to the 24 hr emergency hot line. Please retain that acknowledgment as evidence of the date and time of your report.

If the 24 hr emergency hot line is not operating when you try to use it to notify us that someone else knows your *access code*, you will not be liable for any losses occurring due to not notifying that event, but only if you contact the 24 hr emergency hot line within a reasonable time after it is operative again.

## 17 Fees and Charges

We may charge you fees and charges relating to any use of your *access code* or fees and charges for issuing new or replacement *access codes*. You authorise us to debit your *facility account* with those fees and charges. You cannot withdraw that authority. The current fees and charges are in a Schedule at the end of these conditions of use. You may contact your *mortgage manager* for the most up to date fees and charges.

## 18 Government Fees and Charges

We may pass on to you any fees, charges, duties and taxes, relating to your use of your *access code* and that are imposed on us by a government or by any regulatory authority. You authorise us to debit the *facility account* with those fees, charges, duties and taxes. You cannot withdraw that authority.

## 19 Changes to these conditions of use

- (a) These conditions of use may be varied, new fees and charges may be introduced and fees and charges that apply to your *access code* may be varied.
- (b) You will be notified in writing at least 20 days before the date the change takes effect if the change will:
  - (i) impose or increase charges for transactions using *StarNet* or *StarCall* or for issuing replacement *access codes*;
  - (ii) increase your liability for unauthorised *access code* transactions; or
  - (iii) impose, remove or adjust daily transaction limits.
- (c) You may be notified of other changes in advance either through:
  - (i) notices on, or sent with, account statements; or
  - (ii) press advertisements.
- (d) Written notice will not be given of a variation that is required by an immediate need to restore or maintain the security of systems or the *facility account*.

## 20 Other general conditions

These conditions of use govern the use of your *access code* in relation to a *facility account*. Each transaction on a *facility account* is also governed by the contract for your *loan*. If there is any inconsistency between these conditions of use and the contract for your *loan*, these conditions of use prevail except to the extent that they are contrary to any applicable legislation or *code* of conduct to which we subscribe.

## 21 Glossary

In these conditions of use:

*access code* means the identification number we give you to access *StarNet* or *StarCall*.

*access code* transaction means an electronic funds transfer to or from a *facility account* using an *access code* and *StarNet* or *StarCall*.

*available credit balance* means:

For *facility accounts* other than *facility accounts* for a line of credit facility or for a construction facility, at any time means the difference between:

- the amount that would have been the balance owing on the *facility account* at that time if the facility amount had been fully drawn on the settlement date for the account and if you had only paid the minimum monthly repayments required on the *facility account* under the contract for your *loan* on the due date required and no payments, in addition to the minimum monthly repayments, had been made;

AND

- the balance owing on the *facility account* at that time.

For *facility accounts* for a line of credit facility or a construction facility:

- at any time during the interest only period for a *facility account* that is a line of credit facility or prior to the date of final advance on a *facility account* that is a construction facility, means the difference between the credit limit on that account and the balance owing on that account at that time;

AND

- at any time after the interest only period on that *facility account*, means the difference between:

– the amount that would have been the balance owing on that *facility account* at that time if the facility amount had been fully drawn on the last day of the interest only period for a *facility account* that is a line of credit facility or the date of final advance on a *facility account* that is a construction facility and if you had only paid the minimum monthly repayments required on that *facility account* under the contract for your *loan* on the due date required and no payments in addition to those minimum monthly payments had been made;

AND

- the balance owing on that *facility account* at that time.

*business day* means any day that is not a Saturday or a Sunday on which banks are open for general business in Melbourne, Victoria.

*Code* means the ePayments Code of Conduct September 2011 issued by the Australian Securities and Investments Commission as amended.

*facility account* means the *facility account*, for the purposes of the contract for your *loan*, on which we allow you to transact by use of an *access code*.

*loan* means a *loan facility* that we have made available to you.

*loan servicer* means the servicer of your *loan* for the purposes of the contract for your *loan*.

*mortgage manager* means the *mortgage manager* for the purposes of the contract for your *loan*.

*StarCall* means is the telephone system we make available to you to manage facility accounts in accordance with these conditions of use.

*StarNet* means is an automated internet service system we make available to you to manage *facility accounts* in accordance with these conditions of use.

*unauthorised transaction* means any *access code* transaction you did not authorise.

**we** or **us** means the lender for your *loan* being AFSH Nominees Pty Ltd ABN 51 143 937 437 Australian Credit Licence number 391192 of Level 10, 101 Collins Street, Melbourne telephone (03) 8616 1000 and **our** has a corresponding meaning.

## **FEES AND CHARGES SCHEDULE**

Nil