

Access terms

You can access your Mortgage Choice Freedom loan account via

- Our Mortgage Choice Freedom app available on android or iPhone
- Phone

You can use these access methods to do many things you may need to do with your account. These terms cover what some of these things are.

You should know that every Mortgage Choice Freedom customer needs to

- Be an Australian resident
- Have their own Australian mobile phone number
- Have their own email address
- Be prepared to receive all documents and communications from us electronically
- Be prepared to share and sign documents with us electronically

You should also know that

- Any borrower on an account can instruct a payment or a change without the other
- Sending overseas payments is not permitted
- There are restrictions on access and making payments for Australian residents who are travelling overseas

General

1. The website mortgagechoicefreedom.athena.com.au ("website") and Mortgage Choice Freedom App ("app") (collectively referred to as "website & app") are owned and operated by Athena Mortgage Pty Ltd ACN 619 536 506 (referred to as "we" "us" and "our"). A reference to "we/us/our" in these terms and conditions includes any third party providing the Access Methods. A reference to "you/your" includes all account holders.
2. These terms and conditions govern how you use our website & app and how you access your Mortgage Choice Freedom account(s) (including your redraw facility and/or offset sub-account(s)) via our app, and by phone. The methods we make available to you to access your account as known as "Access Methods". We may offer additional Access Methods from time to time.
3. We take your privacy seriously so you can find a full copy of our privacy policy [here](#).
4. We may vary these terms and conditions at any time without notice. By using our app and/or any other Access Methods we make available to you, you accept these terms and conditions, our privacy policy, and site disclaimers. If you do not agree to these, please do not use our app.
5. You are responsible for all activity in connection with accessing and using the website & app and must ensure that you are not engaging in any unacceptable uses (such as malicious purposes), any activity which is in breach of the law, or any purpose that may cause harm to us, our employees or our customers.



6. Any information on our website & app does not take into consideration your personal financial situation, objectives or needs. We recommend that you seek independent advice before acting on any information that is stated on our website or app and consider if it is appropriate for your circumstances.
7. Within the information on any secured parts of the app (that is, after you have signed in with a username and/or password or via other forms of authentication), we may provide information in response to your stated needs. However, we do not provide personal financial advice. Therefore, before making any financial decision in relation to borrowing, please seek your own professional financial, taxation and/or legal advice. You must make your own assessment as to the appropriateness for you of any information provided on the app and in disclosure documents, having regard to your personal circumstances and objectives, financial situation and needs.
8. The website & app may periodically be unavailable due to scheduled maintenance or unexpected technical issues. We will provide you with adequate notice if we need to carry out maintenance.
9. You are only permitted to download the app from the Australian App Store or Google Play Store. Occasionally we may require you to update the app via the store that you originally downloaded the app on. These updates may be significant, and failure to update to the latest version may mean you are not able to continue to use the app.
10. The website & app is intended for use by customers who are Australian residents, and any information and offers on the website are only valid for Australian residents unless otherwise stated. The material may not be suitable outside of Australia.
11. Use of the website & app and these terms and conditions are governed and interpreted in accordance with the laws of New South Wales, Australia.
12. You must not use the website & app in any way that causes, or may cause, damage to the website & app or impairment of the availability or accessibility of the website & app, or in any way which is unlawful, illegal, fraudulent or harmful, or in connection with any unlawful, illegal, fraudulent or harmful purpose or activity.
13. You must not use the website & app to copy, store, host, transmit, send, use, publish or distribute any material which consists of (or is linked to) any spyware, virus or any other malware. You must not conduct any systematic or automated data collection activities of any type on or in relation to the website & app without our express written consent.
14. You must not bypass any security mechanisms imposed by the website & app, or tamper with, hinder the operation of, or make unauthorised access or modifications to the website & app.
15. You agree to indemnify us, and keep us indemnified, against all actions, claims, costs, demands, damages (including legal costs on a full indemnity basis) and liabilities incurred or arising out of your use of, or inability to use, the website & app, your use of any information contained in it, and/or any liability arising in any manner from a breach by you of these terms and conditions, except to the extent that any actions, claims, costs, demands, damages or liabilities are caused by the mistake, error, negligence, fraud or wilful misconduct of us, our employees or our agents.
16. You agree not to use our services for any purpose that is illegal or prohibited by these terms. This includes, but is not limited to, using threatening, violent, or demeaning language in transaction descriptions or any other communication within our environments.

We do not tolerate any form of language or behaviour that is harmful, offensive, or violates the rights of others. This prohibition extends to all interactions on our platform, including but not limited to messages, transaction descriptions, reviews, and any other user-generated content. If we determine, at our discretion, that you have violated this policy, we may take appropriate action, including issuing warnings or suspending your account temporarily, removing offensive content, or denying access to our environments permanently.

Username and password

17. To access your account via the app, you must select a username based on your email and create a password. These are referred to as "Access Codes". We may provide you with other Access Codes to access the Access Methods. You are responsible for always maintaining the confidentiality and security of your Access Codes.
18. To ensure your password is secure, you must:
 - (a) not choose a generic password such as 1234 or your date of birth, as these may be easily guessed by others;
 - (b) keep your password a secret and update your password regularly to help prevent any unauthorised access to your accounts on the app;
 - (c) notify us if you are aware, or have reason to believe, that your password has been misused, or that a breach of a security measure in respect of any account has occurred; and
 - (d) not allow any other person to upload their biometrics on to your device, as biometrics can be used to access the app and your Mortgage Choice Freedom account.
19. We do not collect details of your biometrics or device PIN to access the app. Your biometrics or device PIN is stored only on your device and

used to access the app when you enable this feature.

20. If you do not have a device PIN, you may not be able to use biometrics to access the app.
21. To ensure your security, we may ask you to revalidate your login details, biometrics and device PIN from time to time.

Copyright

22. By accessing the content of this website & app, you agree that all the content is owned and maintained by us.
23. The content that is available to you is to only be used for personal use. You may not modify, reproduce or display any of the materials on this website for public or commercial purposes without our prior written permission.
24. All associated logos and trademarks displayed on the website & app are owned by us.
25. We maintain the right to request the removal of our logo from any third party website at our discretion.

Disclaimer

26. Whilst we endeavour to ensure that the website & app is error free, we do not warrant the accuracy of our website & app as they may contain errors and omissions. We may correct these errors without notice.
27. The website & app may contain links to, or display content from, third parties ("Other Content") which we provide for your convenience. We do not operate or control third party websites, and we do not endorse or approve any Other Content, or make any warranties or representations regarding their quality, accuracy or completeness. If you access any Other Content, you do so solely at your own risk. We accept no responsibility, and will not be liable, for any loss or damage

whatsoever suffered because of you accessing any Other Content.

- 28.** In using the website & app, we may use 'cookies', which enables a better user experience for you. For full details on how we use cookies and your online information, refer to our privacy policy here.

Communications from Mortgage Choice Freedom

- 29.** If you have enabled push notifications on your device for the app, we may send you notifications via in-app messaging.
- 30.** By using our app, you agree that all communication sent by us will be done so via electronic communication. This could include, but is not limited to, email and/or SMS. As we are a digital lender, we opt to be paperless.
- 31.** We may use your personal information in accordance with our privacy policy here.

Access Methods and payment terms

- 32.** We may from time to time offer you access to your account by the following Access Methods:

- (a) app; and
- (b) phone.

Some or all of the Access Methods may not always be available. You can contact us to check the availability of the Access Methods.

- 33.** You can use the app to access your account(s) (including check account balances), and to make payments to other accounts using payment methods such as electronic funds transfer (EFT), PayID and BPAY® (if available).

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- 34.** You can use phone access to check account balances and transfer funds to linked accounts.

- 35.** All borrowers on the account will have access to the account via the Access Methods, and be able to transact on the account, even if the other borrower(s) on the account have not authorised the transaction.
- 36.** All payments must be local within Australia. Overseas payments are not permitted.

NOTE: When you make a payment from your redraw facility and/or offset sub-account(s), we will not take into account the account name of the recipient when processing the payment, and will only rely on the account number and bank details. You should check the details you provide carefully before making a payment because if the payment is paid to an incorrect recipient, it may not be possible to recover the funds.

- 37.** We may postpone processing a transaction if we need further information from you or a third party.
- 38.** When you or anyone authorised by you gives us instructions for a transaction using the Access Methods, we may not be able to stop the transaction authorised by those instructions. You are responsible for ensuring that the instructions are correct.
- 39.** If we are instructed to do so, we will credit amounts to your account as soon as practicable after we receive them. Those amounts are then not available until they are cleared (which in some cases may take up to three days).
- 40.** Once the payment has been submitted, the funds will be debited out of the redraw facility or offset sub-account. We take no responsibility for incorrect payment details such as BSB and account numbers or other identifiers. If this occurs, we may not be able to recover the funds from the unintended recipient, so please take your time to ensure these details are correct.

- 41.** You are able to view your transaction history (including payments made through your redraw facility and/or offset sub-account(s) if applicable) via secure access to the app. We highly recommend that you check your transaction history on a regular basis to ensure there are no unauthorised transactions.
- 42.** If you believe there has been an unauthorised transaction on your account, please contact us immediately with all the relevant details so we can investigate.
- 43.** Timeframes for investigating unauthorised transaction are imposed on us by payment providers, so it is crucial that you notify us of an unauthorised transaction as soon as you are aware of it.
- 44.** A mistaken internet payment is an electronic transfer payment through our 'pay anyone' facility, where funds are paid into the account of an unintended recipient because you have entered a BSB number and/or account number that does not belong to the named and/or intended recipient.
- 45.** If a payment made by you was a mistaken internet payment, you can report this by contacting us. You should do this as soon as you become aware of the mistaken payment as we need to work with our third party payments provider to try recover the funds for you. If the funds are still in the other person's bank account and it's a genuine mistake, then the process for recovering the funds depends on how quickly you have reported the mistake and our third party payments provider is notified. For more details on mistaken internet payments visit [here](#).
- including if we consider it reasonably necessary to prevent loss to you or us, for security reasons, or if there is suspected fraud. We will comply with any applicable laws or relevant codes of conduct to which we have subscribed. You can terminate your use of any of the Access Methods at any time by contacting us.
- 47.** We do not warrant that any of the Access Methods will operate at any time. You should promptly advise us of any faults or unavailability of the Access Methods.
- 48.** We may need to suspend your account if:
- (a)** you request an increase to your daily transfer limit and we are unable to identify you, in which case we may block your account until we can confirm your identity to ensure that there are no persons with unauthorised access to your account;
 - (b)** we consider a transaction to be fraudulent and/or in breach of anti-money laundering laws;
 - (c)** we become aware that your Access Code security has been breached;
 - (d)** we are instructed by relevant law enforcement agencies and we are required by law to comply with the direction of the authority; and
 - (e)** we become aware that another person has access to your biometric details, as this may result in a breach of your account.
- 49.** We do not take any responsibility for any losses that may arise as a result of the delay of a payment because we have suspended your account. We will inform you why we have suspended your account unless we are not permitted to do so by law.

Change, suspension or cancellation of Access Methods

- 46.** We can change, suspend or cancel any of the Access Methods and your use of any of the Access Methods at any time without notice,

Limits

50. A daily maximum transfer limit of \$5,000 and no minimum transfer limit applies to all customers. Higher daily transaction limits of up to \$20,000 may be requested and approved at our discretion.
51. If you need to make a payment which exceeds the daily transfer limit, you will need to contact us and request an assisted payment. You should allow at least one business day to enable these funds to be made available.
52. We may at any time adjust daily transfer limits to protect yours and our interest.

Liability

53. Subject to any warranties implied by law that cannot be excluded, we are not responsible for, or liable for loss, damage, or interruption arising out of:
 - (a) errors, inaccuracies, omissions, interruptions, viruses or defects where you were aware, or should have been aware, that the electronic Access Methods or any system or related equipment was malfunctioning;
 - (b) reliance on information obtained through use of the electronic Access Methods; or
 - (c) failure of the electronic Access Methods to perform a function in whole or in part.
54. If an error, inaccuracy or omission occurs, and you advise us in writing, we will endeavour to correct the problem within three business days of notification. If we cannot, we will inform you when we expect to complete the correction.
55. Your access to our electronic Access Methods may be automatically denied after unsuccessful attempts to enter the relevant Access Codes. If this happens, you must contact us to obtain access to the electronic Access Methods.
56. You will not be liable for any unauthorised transaction:
 - (a) if it is clear that you have not contributed to the loss;
 - (b) that are caused by the same transaction being incorrectly debited more than once to the same account; that occurred before you received any Access Code required to perform the transaction;
 - (c) that are caused by the fraudulent or negligent conduct of our employees or agents, a third party supplier company involved in our networking arrangements or by merchants, or their employees or agents;
 - (d) that relate to an Access Code which is forged, faulty, expired or cancelled;
 - (e) that occur after you inform us that the security of your Access Code has been breached.
57. You will be liable for losses if we can prove on the balance of probability that you've contributed to the loss by:
 - (a) acting fraudulently; and/or
 - (b) breaching any security terms set out in these terms and conditions.
58. Where more than one Access Code is required to perform a transaction and we prove:
 - (a) that the security of any Access Code has been breached, but not all of the required Access Codes; and
 - (b) we can prove on the balance of probability that a breach of the security of the Access Code(s) was more than 50% responsible for the losses when assessed together with all the contributing causes,then you are liable for the actual losses which occur before we are notified of the breach of the security of your Access Codes.

59. If we can prove on the balance of probability that you have contributed to a loss caused by an unauthorised transaction by unreasonably delaying notification that the security of your Access Codes has been compromised after you become aware of the breach, you will be liable to us for the actual losses incurred between:

- (a) the time you first became aware (or should reasonably have become aware) of any of these events; and
- (b) the time we are actually notified of the relevant event.

Getting in touch with us

For information and assistance, please contact us. All product related information is subject to change at any time without notice.

 Local call 13 34 34

 SMS 0483 900 880

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