

INTERNATIONAL TRADE ENABLER

CUSTOMER ACCESS AGREEMENT
GENERAL TERMS AND CONDITIONS

NOVEMBER 2023
BOQ BUSINESS LIMITED
ABN 32 009 656 740
AFSL and ACL No 244616
WWW.BOQ.COM.AU



BUSINESS

IF YOU HAVE A TRADE FINANCE FACILITY, THIS ACCESS AGREEMENT IS MADE UP OF TWO DOCUMENTS: THESE GENERAL TERMS AND CONDITIONS AND THE ANNEXURE. THEY SHOULD BE READ TOGETHER.

IF YOU DO NOT HAVE A TRADE FINANCE FACILITY, THESE GENERAL TERMS AND CONDITIONS CONSTITUTE THE ENTIRE ACCESS AGREEMENT.

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Part A – Introduction

1. Introduction

International Trade Enabler is a web based system that provides Bank of Queensland customers (subject to acceptance of this Access Agreement, and within any relevant Trade Finance Facility) the capability to perform certain transactions and to monitor these transactions and other international trade transactions.

By using International Trade Enabler you can:

- (a) monitor due dates and the amounts for import and export collections;
- (b) monitor expiry dates for relevant (marine or air cargo) insurance policies for import letters of credit;
- (c) if you have a Trade Finance Facility, monitor due dates and the amounts of your trade finance transactions;
- (d) if you have a Trade Finance Facility with a Letter of Credit Sub-Facility:
 - (i) create an application for irrevocable documentary letters of credit and amend these letters of credit;
 - (ii) monitor drawings under your letters of credit;
 - (iii) approve discrepancies under import letter of credit drawings;
 - (iv) monitor due dates and payments on your export letters of credit; and
 - (v) monitor any other transactions made available on International Trade Enabler in the future.

We recommend that you read all relevant documentation that is provided to you (including, but not limited to, this Access Agreement and if relevant your Trade Finance Facility) and that you ask us about any issues that concern you.

Part B – International trade enabler general conditions

1. You must follow the instructions

- 1.1 In using International Trade Enabler, you must (and you must ensure that all Authorised Users):
- comply with the terms of this Access Agreement and the Trade Finance Facility (if any);
 - follow the procedures set out in the International Trade Enabler operating manual or instruction guide (these documents should have been provided to you with this Access Agreement or you can request a copy or an updated copy from us at any time); and
 - comply with all operating procedures notified to you by us from time to time. We will provide you with notice in writing in accordance with clauses 18.3 to 18.5 of this Access Agreement of any new or updated operating procedures, unless we determine that a shorter notice period is required in order to comply with law or protect you or us from immediate risks associated with the prior operating environment.

2. System

- 2.1 You are responsible for providing, installing and maintaining your System and connecting your System to International Trade Enabler. You are responsible for all telecommunications, Internet and equipment costs relating to your connection to International Trade Enabler.
- 2.2 We are not liable for the failure or malfunction of your System or the general telecommunications or Internet network.

3. Authorised users

- 3.1 Each Authorised User will need a Login User Name and Password to access International Trade Enabler. We will issue a Login User Name and Password to each Authorised User appointed by you.
- 3.2 You must keep records of the names and addresses of your Authorised Users and provide us with these records upon request. You agree that we may treat all Authorised Users as your agents acting within your actual authority when using International Trade Enabler.
- 3.3 You are responsible for maintaining the secrecy of all your Authorised Users' Login User Names and Passwords. Authorised Users must change their Passwords regularly.
- 3.4 All access to and use of International Trade Enabler under a Login User Name and Password allocated to you for any Authorised User will be deemed to be authorised access and use of International Trade Enabler by you.
- 3.5 On discovery of the loss, theft or possible unauthorised use of a Login User Name or a Password, or if you or an Authorised User believe that a Login User Name or a Password have been compromised, you must notify us of that fact by the most expedient means possible, giving all relevant information. Your notification is received by us when we record your advice regarding the known or suspected violation of a Login User Name or a Password.

When you notify us of a known or suspected violation of a Login User Name or a Password, you may submit a written request for a new Login User Name or Password.

4. Use of international trade enabler

- 4.1 You must ensure that only Authorised Users access International Trade Enabler.
- 4.2 You must tell us promptly if an Authorised User is no longer authorised.
- 4.3 Each Authorised User must be associated with you. For example, each Authorised User must be your employee, agent, contractor or officer. You must not allow unrelated third parties to access International Trade Enabler using any of your Login User Names or Passwords.

You are responsible for all charges for use and misuse of and transactions using International Trade Enabler made by you or an Authorised User or any person using a Login User Name or a Password allocated to you or an Authorised User.

You are responsible for any breach of this Access Agreement by an Authorised User.

You must comply with and ensure that all Authorised Users comply with our directions regarding security of International Trade Enabler and your System as notified by us to you from time to time.

- 4.4 You and your Authorised Users do not have any proprietary or property rights in the International Trade Enabler software or system. You and your Authorised Users must not copy, alter, modify or disassemble the International Trade Enabler software or system or distribute the International Trade Enabler software or system to third parties except to the extent required by law.
- 4.5 You and your Authorised Users must comply with any license agreement that applies to any third party proprietary material relating to International Trade Enabler software and/or system that we make available to you.

5. Electronic mail

- 5.1 You may wish to contact us by electronic mail ("e-mail"), however do not use e-mail to send us confidential information about your transactions.
- 5.2 If you send us an e-mail, we may not receive it immediately. We will have a reasonable time to act upon any e-mail request or notice, and, acting reasonably, reserve the right to reject any request received by e-mail. You acknowledge that we cannot ensure that e-mail will not be intercepted or affected by the actions or omissions of others, such as third party networks or persons with access to the Internet. Our service providers, and we, assume no responsibility for viruses created by third parties, or for any third party's unauthorised access to, or use of, your System.

6. Fees & charges

- 6.1 You must pay the current charges set by us for use of International Trade Enabler. These charges are set out in the International Services section of the Business Banking Guide to Fees and Charges. You can obtain a copy of our Business Banking Guide to Fees and Charges from any Bank of Queensland branch or from www.boq.com.au. Information on current standard fees and charges is available on request.
- 6.2 We may charge you or, at our option, debit your Nominated Account with:
- (a) all charges and fees relating to your use of International Trade Enabler, including application and set-up fees;
 - (b) all government taxes, duties and charges whether or not you are primarily liable for those taxes, duties or charges; and
 - (c) any fees for the issue and re-issue of your Login User Name or Password.

7. Availability of international trade enabler

- 7.1 We will use reasonable efforts to ensure that International Trade Enabler will be available at all times, other than during scheduled maintenance and downtime, which we will aim to conduct outside of normal business hours.
- 7.2 You acknowledge that access to and use of International Trade Enabler may be unavailable due to:
- (a) malfunction or breakdown of International Trade Enabler; or
 - (b) electrical short circuit, power failure, telecommunications failure or fault, industrial dispute, act of god, act of terrorism or other causes beyond our control; or
 - (c) emergency or unscheduled maintenance.
- 7.3 We will not be liable for the unavailability or loss of access to International Trade Enabler which are beyond our control.
- 7.4 We may vary the hours during which International Trade Enabler or any part of it is available to you without notice.

8. Confidentiality

- 8.1 We will use reasonable endeavours to preserve the confidentiality and integrity of Information available for access via International Trade Enabler. However, we will not be liable for any loss to you resulting from unauthorised access to your Information or resulting from the interception by any person of transmissions between your System and International Trade Enabler or between International Trade Enabler and your System, except for any loss caused by our mistake, error, fraud, negligence or wilful misconduct or the mistake, error, fraud, negligence or wilful misconduct of our employees, officers, contractors or agents.
- 8.2 You acknowledge that we are authorised to make your Information available via computer and telecommunications networks and to third parties in the usual operation of International Trade Enabler.
- 8.3 You consent to us providing to any debtor/guarantor:
- (a) a copy or summary of this Access Agreement or your Trade Finance Facility;
 - (b) a copy of all securities given in connection with this Access Agreement or your Trade Finance Facility;
 - (c) a copy of any formal demand that is or has been sent to you;
 - (d) a copy of any relevant statements of account provided to you (if any);
 - (e) a copy of any relevant financial accounts or statements of financial position which you have provided to us;
 - (f) a copy of your credit reports from credit reporting agencies; and
 - (g) any other financial information about you the guarantor asks for or that we are required to provide by the *Banking Code of Practice* including notices of demand and current credit related insurance contracts (if any).
- 8.4 Unless section 275(7) of the PPSA applies, we and you agree not to disclose any information of the kind referred to in section 275(1) of the PPSA that is not publicly available. You agree not to authorise the disclosure of any information as contemplated under section 275(7)(c) of the PPSA.
- 8.5 Clause 8.4 does not prevent disclosure of any information by us:
- (a) if permitted under any arrangement with us; or
 - (b) where required under section 275 of the PPSA because of the operation of section 275(7) of the PPSA.

9. Privacy

- 9.1 You can ask us for a copy of our Privacy Policy at any time. Our Privacy Policy sets out how we deal with any personal information that we hold about you and can be obtained from any Bank of Queensland branch or from www.boq.com.au/privacy.htm.
- 9.2 The “Privacy Notification and Consent Form” you receive when you open your BOQ account provides you with more information about how we use your personal information. We may deal with your personal information in accordance with our Privacy Policy. We strongly recommend that you read our Privacy Policy carefully, as it is important that you understand how we may deal with your personal information. If you have any questions or require further information on our privacy and information handling procedures, please contact us to discuss.

10. Liability

- 10.1 We warrant that International Trade Enabler will perform substantially in accordance with any published specifications for the service.
- 10.2 We do not warrant that International Trade Enabler will be available at all times, will be uninterrupted or error-free.
- 10.3 To the maximum extent permitted by law, we will not be liable to you or your Authorised Users for any loss, expense or damage, including lost time, money, goodwill and profits, damage to or loss of data, or damage to hardware or software, which may arise from the use, operation, maintenance or failed use of International Trade Enabler or which may arise from delays, defects, errors, omissions or interruptions in International Trade Enabler. This limitation of our liability does not apply to any loss, claim, demand or damage caused by our mistake, error, fraud, negligence or wilful misconduct or the mistake, error, fraud, negligence or wilful misconduct of our employees, officers, contractors or agents.
- 10.4 We do not warrant the quality, accuracy or fitness for any particular purpose of International Trade Enabler.
- 10.5 If for any reason we become liable for loss or damage to you, then subject to other provisions of this Access Agreement limiting our liability, our liability will be limited to the amount of the fees paid by you for International Trade Enabler.
- 10.6 If any warranty is implied into this Access Agreement by the Competition and Consumer Act 2010 (Cth) or other legislation, to the maximum extent permitted by law, our liability to you in relation to breach of such warranty is limited to the cost of re-supplying International Trade Enabler.

11. Indemnity

- 11.1 You will indemnify us from any claim, action, demand, proceeding, loss, damage, reasonable expense or cost (including all reasonable legal costs and expenses) arising out of or resulting from:
- (a) any breach of this Access Agreement or the Trade Finance Facility by you or an Authorised User; or
 - (b) access to or use of International Trade Enabler by you, your Authorised Users or any other person on your behalf or through your or your Authorised User’s access rights.
- 11.2 This indemnity will survive termination or expiration of the provision of International Trade Enabler.
- 11.3 Your liability under this indemnity does not extend to any liability caused by our mistake, error, fraud, negligence or wilful misconduct or the mistake, error, fraud, negligence or wilful misconduct of our employees, officers, contractors or agents.

12. Suspension or cancellation of international trade enabler

- 12.1 We may prevent you from accessing International Trade Enabler, or any part of it, or suspend implementation of any International Trade Enabler transmissions without notice to you, if:
- (a) there is an emergency;
 - (b) you do not pay applicable charges for use of International Trade Enabler;
 - (c) you breach this Access Agreement;
 - (d) our credit department so determines;
 - (e) your use of International Trade Enabler interferes with the proper operation of International Trade Enabler or the system from which International Trade Enabler operates; or
 - (f) we are required to do so by law or a court order.

13. Termination

- 13.1 We may suspend your or an Authorised User's access to International Trade Enabler without notice (and may terminate this Access Agreement on 14 days' prior written notice) if:
- (a) we determine that you or an Authorised User have used International Trade Enabler in an unacceptable manner or in a way that may damage or prevent the operation of International Trade Enabler; or
 - (b) we are required to do so by law or court order; or
 - (c) we are otherwise obliged to discontinue provision of International Trade Enabler or any part of it (including where any third party who supplies us with International Trade Enabler or a component of it terminates that supply or where we cease to offer International Trade Enabler functionality to our trade finance customers).
- 13.2 You may terminate this Access Agreement by providing us with 14 days prior written termination notice.

14. Anti-money laundering, counter-terrorism financing and economic and trade sanctions

- 14.1 You agree that we can delay, block or refuse to make any payment if we believe on reasonable grounds that making that payment may breach any law in Australia or any other country, and we will incur no liability to you, if we do so.
- 14.2 You must provide all information to us which we reasonably require to comply with any laws in Australia or any other country. We can disclose information which you provide to us where required by any laws in Australia or any other country. You declare and undertake to us that the payment of money in accordance with your instructions by us will not breach any laws in Australia or any other country.

15. If you have a problem, complaint or dispute

15.1 Our service commitment

At BOQ we are committed to providing our customers with innovative banking solutions and the best customer service experience.

Resolution of problems is a priority for us. If at any time our service does not meet your expectations, we would like you to let us know.

15.2 How to contact us

There are a number of ways to contact us:

- (a) contact our International Banking Department by:
E-mail: tradeoperations@boq.com.au
Telephone: 1800 34 39 39
Fax: (07) 3212 3530
- (b) contact your trade finance manager or business banking manager.
- (c) call Our Customer Contact Centre on 1300 55 72 72, 24 hours a day, 7 days a week.
- (d) contact our Customer Relations Department at:
E-mail: customer.relations@boq.com.au
Telephone: 1800 663 080
Write to: Customer Relations
Reply Paid 2258
Brisbane QLD 4001

15.3 How will your complaint be handled?

If we cannot solve your problem on the spot, we will let you who is handling your complaint and how long it is likely to take for it to be resolved.

For further information about how we handle complaints, ask our friendly staff for a copy of our Complaint Guide or alternatively download a copy available on our website. Please note we comply with the ePayments Code complaint investigation and resolution procedures in connection with Electronic Transactions to which the ePayments Code applies.

15.4 What to do if you feel your complaint has not been resolved?

If you're unhappy with our response you can approach the Australian Financial Complaints Authority (AFCA). AFCA provides a free and independent complaint resolution service for financial services. To contact them you can:

Call: 1800 931 678
Email: info@afca.org.au
Online: www.afca.org.au
Write to: GPO Box 3, Melbourne Vic 3001

The Australian Securities and Investments Commission (ASIC) also has an information line: 1300 300 630. You can use this number to make a complaint and obtain further information about your rights.

16. Banking code of practice

- 16.1 We have adopted the Banking Code of Practice (BCOP). This is a self-regulatory code which aims to foster good relations between banks and customers, and to promote good banking practice. The BCOP applies to banking services provided to customers who are "individuals" or "small businesses" as defined in it. We will comply with the BCOP, where it applies to the banking services we provide to you.

17. PPSA law

- 17.1 You must promptly upon our request:
- (a) do anything (including obtaining consents or executing a new document) for the purpose of:
 - (i) ensuring that, any security interest created under, or provided for, by any arrangement with us:
 - (A) attaches to the collateral that is intended to be covered by that security interest; and
 - (B) is enforceable, perfected and otherwise effective; and
 - (C) has the priority required by us; or
 - (ii) enabling us to prepare and register a financing statement or financing change statement; or
 - (iii) enabling us to exercise any of our rights or powers in connection with any such security interest; and
 - (b) provide any information requested by us in connection with any arrangement with us to enable us to exercise any of our rights or powers or perform any of our obligations under PPSA Law.
- 17.2 You must take any action necessary to register, perfect, preserve and maintain any security interest which you hold, or have the benefit of, under and in accordance with the PPSA Law.
- 17.3 Anything that you are required by us to do under this clause shall be done by you at your own expense. You agree to reimburse on demand our costs in connection with any action taken by us under or in connection with this clause.

18. Miscellaneous

- 18.1 Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this Access Agreement.
- 18.2 You may not transfer this Access Agreement or your rights to use International Trade Enabler.
- 18.3 We may vary this Access Agreement by notice in writing to you. The types of changes that we can make include:
- (a) making changes required to comply with any law or guidance or requirement of a regulator, or a decision of a court or other dispute resolution process; and
 - (b) changing fees and charges. This includes changing the amount of fees and charges and introducing or removing them.
- 18.4 We can also make changes to this Access Agreement if:
- (a) we reasonably consider you will benefit from it;
 - (b) it is administrative or minor or corrects a mistake or omission;
 - (c) it reflects changes to our business or systems;

- (d) it is made for security reasons;
 - (e) the change is reasonably made on a product or like customer basis (for example, to reflect current industry or market products or conditions).
- 18.5 Generally, we will tell you about changes as soon as reasonably possible (which may be before or after the change is made) or, where the change is unfavourable to you, by providing you with 30 days' notice. Where there is a change to, or introduction of, a government fee or charge, we will tell you reasonably promptly after the government notifies us (however, we do not have to tell you if the government publicises the change to or introduction of the fee or charge). We may also give you a shorter notice period (or no notice) of an unfavourable change if it is reasonable for us to manage a material and immediate risk.
- The variation will take effect on the date specified in our notice. If you do not agree to the variation, you must stop using International Trade Enabler and notify us in writing by the time frame specified in our notice, and then this Access Agreement terminates. Continued use of International Trade Enabler after you receive our notice signifies your agreement to the variation.
- 18.6 You must accept all the terms of this Access Agreement without amendment. You may not vary this Access Agreement.
- 18.7 Termination of this Access Agreement or cancellation or suspension of International Trade Enabler does not affect the provisions of this Access Agreement regarding confidentiality, liability and indemnity, which survive such termination, cancellation or suspension.
- 18.8 Except to the extent you have a right of set-off granted by law which we cannot exclude by agreement, you may not set-off any claim against amounts payable to us under this Access Agreement. This does not prevent you making a separate claim against us for amounts you believe we owe you.
- 18.9 This Access Agreement and the Trade Finance Facility (if any) constitutes the entire agreement between you and us. The only warranties and representations made by us are those set out in this Access Agreement and the Trade Finance Facility (if any).
- 18.10 All notices under this Access Agreement will be deemed to have been duly served on you by posting that notice by ordinary prepaid post to your last recorded address held by us. Notices will be deemed to have been received by you on the third business day after posting.
- 18.11 This Access Agreement is governed by the laws of Queensland.
- 18.12 If any provision of this Access Agreement is void, unenforceable or illegal, that provision is not part of this Access Agreement.
- 18.13 No provision of this Access Agreement may be waived except by written notice to the other party.

Part C – Definitions

Access Agreement means these General Terms and Conditions, and if you have a Trade Finance Facility, the Annexure.

Annexure means the International Trade Enabler Customer Access Agreement Annexure for Trade Finance Facilities that forms part of this Access Agreement, if you have a Trade Finance Facility.

Application, if you have a Trade Finance Facility, means an application for an irrevocable documentary letter of credit and any amendments to an irrevocable documentary letter of credit submitted via International Trade Enabler.

Authorised User means any person authorised by you to access International Trade Enabler on your behalf. You must notify us in writing of each Authorised User appointed by you. If you do not have a Trade Finance Facility, your Authorised Users are View Only Users. If you do have a Trade Finance Facility, your Authorised Users are Entry Users, Submit Users and View Only Users.

Bank Business Day is a day that is not:

- (a) a Saturday or Sunday, or
- (b) a national public holiday.

Entry User, if you have a Trade Finance Facility, means any person appointed by you to create Applications. An Entry User may also be a Submit User.

General Terms and Conditions means the International Trade Enabler Customer Access Agreement General Terms and Conditions that form part of this Access Agreement.

Information means your confidential personal, business and financial information provided by you for your use of International Trade Enabler in accordance with this Access Agreement and your Trade Finance Facility (if any) or made available for access on International Trade Enabler by us.

International Trade Enabler means the International Trade Enabler service, which gives you or an Authorised User, access to:

- (a) monitor international trade transactions subject to the terms of this Access Agreement; and
- (b) if you have a Trade Finance Facility, electronically transmit Applications and to monitor Applications subject to the terms of this Access Agreement and your Trade Finance Facility.

Login User Name is a user name allocated to an Authorised User that identifies the Authorised User, which when used in conjunction with a Password, enables the Authorised User access to International Trade Enabler.

Nominated Account means an account or accounts to be debited with any applicable charges for your use of International Trade Enabler as nominated by you on the International Trade Enabler Customer Application Form and accepted by us or agreed between us from time to time.

Password is a security password allocated to an Authorised User, which when used in conjunction with a Login User Name, enables the Authorised User access to International Trade Enabler and which the Authorised User is required keep secret.

PPSA means the Personal Property Securities Act 2009 (Cth).

PPSA Law means:

- (a) the PPSA;
- (b) any regulation made pursuant to the PPSA; and
- (c) any other legislation or regulation made to implement, or contemplated by, any PPSA Law referred to in paragraph a or b.

security interest means:

- (a) any security for the payment of money or performance of obligations including a mortgage, charge, lien, pledge, trust or power or title retention arrangement or guarantee;
- (b) a “security interest” as defined in the PPSA; or
- (c) any document to grant or create anything referred to in either paragraphs a or b of this definition and any other thing which gives a creditor priority to any other creditor with respect to any asset or an interest in any asset.

Submit User, if you have a Trade Finance Facility, means any person appointed by you to check, approve and submit Applications and approve discrepancies in Applications and related documents received for drawings under letters of credit. A Submit User may also be an Entry User.

System means your computer hardware and software necessary to access and use International Trade Enabler.

Trade Finance Facility means an Aggregate Trade Facility Agreement or any other agreement between you and us governing the terms of a trade facility.

View Only User means any person you appoint to view transactions and records held in International Trade Enabler on your behalf.

we, our and **us** are each a reference to the Bank of Queensland Limited ABN 32 009 656 740, its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority.

you and **your** are each a reference to the person named as the applicant in the International Trade Enabler Customer Application Form, and also includes an Authorised User where the context allows.

Unless defined in this letter of request, a term or expression which is used in this letter of request and which is defined in the PPSA has the meaning given to that term or expression in, or in the context of, the PPSA.

Bank of Queensland Limited ABN 32 009 656 740 (BOQ).

100 Skyring Terrace, Newstead 4006,
GPO Box 898, Brisbane 4001. 1300 55 72 72
www.boq.com.au



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