

1. Southern Cross Credit Union Ltd ABN 82 087 650 682 | AFSL/Australian Credit Licence 241000 has entered into contractual arrangements with Convera Australia Pty Ltd (ACN 150 129 749; AFSL 404092) (“**Convera**”), to assist it in fulfilling certain foreign exchange and payment services, including international transfers such as telegraphic transfers. International transfer services are provided to you by Southern Cross Credit Union and you remain a customer of Southern Cross Credit Union at all times.
2. In order to process your request for an international transfer, Southern Cross Credit Union may disclose your personal information to third parties including, but not limited to, Convera, other banks and beneficiaries overseas for the purpose of processing your international transfer. For the purposes of these terms and conditions, the term “**Other Bank**” means an intermediary (including Convera) and/or beneficiary bank, in Australia or overseas, that may or may not be appointed by us for the purposes of making an international transfer. You authorise us to provide to the Other Bank information that Other Bank requests us to provide about you in order to manage that Other Bank’s obligations under law or regulations including anti-money laundering or countering the financing of terrorism laws. You authorise us to provide to Convera in order for Convera to collect and use your personal information to: (i) provide and facilitate the provision the international transfer; (ii) comply with regulations relating to anti-money laundering or countering the financing of terrorism; (iii) prevent and detect fraud; (iv) to monitor compliance between Southern Cross Credit Union and Convera; (v) for debt recovery purposes; and, to help Convera improve its products, services and operations. You acknowledge that Convera may disclose your personal information it holds to: (i) any member of its corporate group for the purpose of any member of the Convera group; (ii) providing benefits, products or services to you or us; (iii) any third party providing services to a member of the Convera group company in respect of international transfers; (iv) to third parties in countries other than the country in which the information was originally collected or created including third parties in the United States; (v) to any person if required to do so by regulations or legal process; or, (vi) where required by regulations, law enforcement authorities for purposes such as detecting, investigating, prosecuting and preventing crimes, including money laundering and related criminal activity, and the recipients may further disclose the information for these and other related purposes.
3. Southern Cross Credit Union will receive a share of the revenue that applies to this international transfer. Details of the amount that Southern Cross Credit Union will receive can be found in Southern Cross Credit Union’s Financial Services Guide located on our website.
4. Other Banks may be involved in sending your international transfer and may impose their own additional fees which may be deducted from the amount received by the nominated beneficiary. The final amount credited to the beneficiary account may be of a lesser value than requested as a result.
5. All amounts transferred will be converted from AUD and will be sent in the destination currency unless the destination currency is unavailable, or you specify otherwise.
6. You accept that the exchange rate used will be that determined at the time Southern Cross Credit Union lodges your request for an international transfer.
7. Southern Cross Credit Union is not obliged to make an international transfer if there are insufficient cleared funds in your account, your daily transfer limits have been exceeded, or the information you provide to us (or requested by an Other Bank) is incomplete and/or inaccurate. You indemnify us for any loss we suffer if you do not have sufficient funds to make the international transfer. You authorise us to debit any of your accounts with us for any amount you indemnify us for under these terms and conditions.
8. Southern Cross Credit Union may delay, block, freeze or refuse to make an international transfer where Southern Cross Credit Union has reasonable grounds to believe that making the international transfer may breach Australian laws or the law of any other country. Any international transfer we make for you may be affected by certain laws and regulations. International transfers may be interrupted, prevented, delayed or otherwise adversely affected, fully or partially, because of such laws or regulations. This includes instances where we or any Other Banks consider that a law or regulation may apply, or where a government or regulatory authority says that a law or regulation may apply. It is entirely your risk if any international transfer to be made or received by you is affected by law or regulations. We are not obliged to contest or challenge any act of any government or regulatory authority.

9. You may be required to provide additional information regarding your international transfer. If you do, you agree that all information may be passed on by Southern Cross Credit Union to third parties as required.
10. Southern Cross Credit Union may contact you to discuss details of your international transfer where Southern Cross Credit Union suspects suspicious behaviour, a hoax or a scam and may decline to process your international transfer if it believes in good faith that processing the international transfer may result in a loss to you or Southern Cross Credit Union. Southern Cross Credit Union will not be liable for any loss or damage suffered where it has refused to process an international transfer in good faith.
11. The international transfer will be made to the beneficiary account number you provide on the international transfer request form. The receiving institution may not check that the beneficiary's name you provide on this form matches the beneficiary account number you provide on this form. It is therefore essential that you check that the beneficiary account number you provide is correct. Southern Cross Credit Union is not liable for any loss resulting from errors in the beneficiary account number you provide. Please note that we will only rely on the bank account number. We do not rely on the bank account name. We do not check that the payment details are correct or that the account name matches the account number. If you provide us with incorrect information, it may not be possible to recover the amount of the international transfer from the incorrect recipient.
12. The time taken to process international transfers to overseas destinations is beyond Southern Cross Credit Union's or Convera's control and as such, neither Southern Cross Credit Union nor Convera will be liable for any loss or damage directly or indirectly resulting from any delay incurred.
13. If you want to amend or recall an international transfer you have requested, please contact us. If the international transfer has been made, the beneficiary must authorise the recall and should the beneficiary choose not to give authority, the recall will not be successful.
14. Southern Cross Credit Union will accept the return of your international transfer if it is returned. The amount returned may be less than the amount initially sent due to overseas bank charges or current market exchange rates applied to the returned amount. Southern Cross Credit Union will not be liable for any losses or damage as a result of a returned international transfer. Other institution fees may apply for sending a trace or recalling an international transfer.
15. To the extent permitted by law, Southern Cross Credit Union and Convera will not be liable for any loss or damage (including loss or damage arising due to variations in foreign exchange rates) directly or indirectly resulting from: (a) delays in Southern Cross Credit Union or any other institution making the international transfer; (b) any act or omission of any other institution; or (c) [Enter Bank Name] acting on your instructions.