

myCAP Online Services Terms & Conditions

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Before you use our Online Services, please read these terms and conditions carefully. They govern your use of Online Services that Capricorn Society (ABN 29 008 347 313) provides.

These terms and conditions create a legally binding agreement between you and Capricorn regarding your use of Online Services and operate in conjunction with the APA Terms and Conditions, and any other terms that govern specific aspects of your relationship with Capricorn from time to time.

By activating your myCAP Online Account and using our Online Services, you acknowledge that you have read, understood and agree to be bound by these terms and conditions. You can access a copy of these terms and conditions at any time on our myCAP portal or by contacting us.

Capricorn's Online Services are designed exclusively for electronic use, and we will communicate with you in respect of our Online Services by electronic communication which may include emails, notices through the myCAP portal, notices on our website, or communication by other electronic means.

Contact us

If you have any questions about these terms and conditions or our Online Services, you can contact us by:

Call:

AU: 1800 327 437 (Mon - Fri 6:15am - 5:00pm WST)

NZ: 0800 401 444 (Mon - Fri 11:15am - 10:00pm NZDT)

Email: cs@capricorn.coop

1. Definitions

In these terms and conditions:

Access Method means the specific combination of credentials and technological means that we authorise you to use in order to securely authenticate and gain entry to our Online Services. This includes your personal log in number, PIN / alphanumeric password, and security tokens or SMS codes as part of the MFA process.

Business Owner(s) means the owner(s) of the entity that contracts with Capricorn under an Authorised Purchaser Agreement.

MFA means multi-factor authentication.

myCAP means Capricorn's online platform that provides access to Capricorn's products and services, allowing you to perform transactions (that are subject to separate terms and conditions), and update your personal information or preferences.

myCAP Account Contact means any individual authorised by the Business Owner(s) to access the Online Services and includes authorised representatives.

myCAP Online Account means the account held by you with us which we agree you may use to access the Online Services.

Online Services means the digital services that we provide through Capricorn myCAP.

You and **your** are references to the Business Owner(s) and/or myCAP Account Contacts.

2. Acceptance

By activating your myCAP Online Account and using our Online Services you are accepting these terms and conditions.

3. Applicability of these terms and conditions

3.1 These terms and conditions apply to your access to and use of the Online Services.

3.2 These terms and conditions should be read in conjunction with any other terms and conditions applicable to your relationship with us. To the extent of any inconsistency between these terms and conditions and other terms applicable to your relationship with us, those terms will prevail over these terms and conditions.

4. Using our Online Services

4.1 You must use your Access Method to access the Online Services.

4.2 Each individual is responsible for their own myCAP Online Account and making sure that only they can access it. If the Business Owner(s) authorises a myCAP Account Contact to access the Online Services accordance with clause 6 of these terms and conditions, the Business Owner(s) is liable and responsible for everything that occurs in connection with the Account Contact's access to or use of the Online Services.

4.3 The Online Services must not be used by you, and the Business Owner(s) must ensure that myCAP Account Contacts do not use the Online Services:

- (a) in a manner that contravenes any applicable laws or regulations, or any third party rights, including, without limitation, any third party intellectual property rights;
- (b) in a manner that undermines, impairs or damages our reputation (as determined by us in our absolute discretion);
- (c) to interfere with, damage, impede, disrupt or adversely impact the Online Services or our servers, systems or networks;
- (d) in a manner that could disrupt or degrade the performance of the Online Services;
- (e) to transmit any viruses, worms, defects, trojan horses, malware or any code of a destructive manner;
- (f) to send, post, or share any content or communications that are unlawful, offensive, threatening, defamatory, pornographic, obscene or otherwise objectionable;

(g) to gain or attempt to gain unauthorised access to any part of the Online Services, including accounts held by other users; or

(h) to violate the privacy of other users including by accessing the personal information of other users without consent and disclosing that personal information.

5. Account security

5.1 You must take all steps, and Business Owner(s) must exercise reasonable endeavours to ensure that myCAP Account Contacts take all steps, to protect the security of their respective myCAP Online Account, including but not limited to:

(a) amend the components of the Access Method not assigned or controlled by us at regular intervals;

(b) not select components of the Access Methods that represent your birth date or a recognisable part of your name;

(c) never disclose the Access Method to any person, including a family member, partner, friend, or another Business Owner(s) or myCAP Account Contact;

(d) not keep a written record of the Access Method on any article or articles that are liable to be lost or stolen simultaneously unless you have taken reasonable steps to disguise the Access Method or prevent unauthorised access to the record;

(e) exercise care to avoid inadvertently disclosing the Access Method when inputting it to access the Online Services (for example, by inputting the Access Method in open view of another individual); or

(f) ensuring the electronic device used to access the Online Services is not left unlocked or unattended.

5.2 You must immediately notify us of any changes to your contact information including email, mobile phone number, residential address, or electronic address.

5.3 To enhance the security of your Account and prevent unauthorised access, we will use MFA to verify your identity.

5.4 As part of the MFA process, you are required to provide information including your email address and mobile phone number. You must ensure that your information on record with us is accurate, including by notifying us immediately if you change your information. You acknowledge that if you fail to notify us of any changes to your information you may not be able to use the Online Services, and that we will not be at fault or liable for any inconvenience or loss.

5.5 You agree and consent to us obtaining and using information from your mobile phone service provider, solely for the purposes of verifying your identity and to compare information you have provided to us, which may include your name, address, and/or email. The collection and use of this information is governed by the [Capricorn Privacy Policy](#).

6. myCAP Account Contacts

6.1 The Business Owner(s) may establish myCAP Account Contacts through the account contacts page visible in Online Services.

6.2 The Business Owner(s) acknowledge and agree that the Business Owner(s) are responsible and liable for the conduct of all myCAP Account Contacts, including without limitation:

- (a) non-compliance by a myCAP Account Contact of clauses 4.3 and 5.1; and
- (b) all transactions (including purchases and payments), changes or updates to the details, or enabling of other persons to use or access the Online Services and the actions taken by said persons, undertaken by a myCAP Account Contact, whether or not they acted without the Business Owner(s)' knowledge or consent.

6.3 You must notify us immediately after becoming aware of any actual or suspected non-compliance, fraudulent or harmful conduct undertaken by a myCAP Account Contact, following which we may elect to restrict their access to the Online Services. For the avoidance of doubt, the Business Owner(s) is responsible for managing the access of the myCAP Account Contacts, including disabling access once it is no longer needed or the relationship with the myCAP Account Contact has terminated.

7. Our Termination or Suspension of Online Services

7.1 We may suspend or terminate your use of Online Services, without giving you notice, where we reasonably believe the access should be suspended or terminated, including but not limited to:

- (a) where we believe that there is a risk of fraud or security breach;
- (b) where you do not provide information or security details to us where requested;
- (c) where you misuse your myCAP Online Account;
- (d) where we are required to do so by a court order or by law;
- (e) to comply with relevant laws, for example anti-money laundering and counter-terrorism financing laws;
- (f) where you have not used the Online Services in a manner that we reasonably determine to be satisfactory; or
- (g) for any other reason we reasonably consider appropriate to protect our business interests.

7.2 We may suspend or limit access to your myCAP Online Account using Online Services at any time without notice if you have not complied with our requirements for use of your Access Method or we consider a security issue has arisen which requires investigation.

7.3 If, despite the termination or suspension of your access to Online Services, you carry out a transaction using your Account, the Business Owner(s) will be liable for that transaction.

7.4 We will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such termination or suspension.

8. Your Cancellation of Online Services

You may cancel your access to Online Services at any time by providing written notice to us.

9. Our Warranties

We provide the Online Services on an “as is” basis, and we do not warrant that:

- (a) the Online Services will meet your specific requirements;
- (b) your access to or use of the Online Services will be uninterrupted or error-free;
- (c) information available on the Online Services will be accurate or completely up to date;
- (d) any errors in the Online Services will be corrected; or
- (e) that transactions performed using the Online Services will be completely secure.

10. Limitation of liability

10.1 Subject to clauses 10.3 and 10.4 and to the maximum extent permitted by law, Capricorn will not be liable to you, whether in contract, tort (including negligence) or otherwise, for any loss or damage suffered, or that may be suffered whether arising directly or indirectly from your use of and access to the Online Services, or your attempted use or access to the Online Services, including:

- (a) losses arising from the unavailability of, or your inability to use, the Online Services or any other services accessed via the Online Services;
- (b) losses that are not directly caused by any breach on Capricorn’s part;
- (c) any business loss, loss of sales, profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure;
- (d) any indirect or consequential losses; or
- (e) any delay or failure to comply with our obligations under these terms and conditions if the delay or failure arises from any cause which is beyond our reasonable control.

10.2 Clause 10.1 will not apply to any loss suffered by you to the extent that the loss was a direct result of Capricorn’s fraud, gross negligence or wilful misconduct.

10.3 Where permitted by law, we limit our liability under these terms and conditions to either re-supplying the Online Service, or paying the cost of re supplying an equivalent service.

10.4 Nothing in these terms and conditions excludes, restricts, or modifies any rights or remedies you may have under the Australian Consumer Law (Schedule 2 of the Competition and Consumer Act 2010 (Cth)), which cannot be excluded, restricted, or modified by agreement.

10.5 This clause 10 survives termination or expiry of the contract formed under these terms and conditions.

11. Indemnification

11.1 Subject to clause 10.4 and to the maximum extent permitted by law, you will indemnify us and keep us indemnified (including third party claim) against all direct liabilities, damages, losses, costs, fees (including legal fees), and expenses suffered or incurred by us relating to:

- (a) your misuse of the Online Services, including any non-compliance with clause 4.3;
- (b) your breach of a material term of these terms and conditions; or
- (c) any information, content or data uploaded to or published on the Online Services by you,

except to the extent that our loss is due to our fraud, gross negligence or misconduct or that of our officers, employees, agents or contractors.

11.2 This clause 11 survives termination or expiry of the contract formed under these terms and conditions.

12. Malfunction or unavailability

12.1 While every effort is maintained to ensure that Online Services are available on a 24 hour continuous basis, circumstances such as the quality of hardware or software restrictions, connection limitations or the capacity of your internet service provider may not always make this possible. We will not be liable to you for any loss in connection with Online Services not being available in these circumstances.

12.2 If our Online Services cannot be accessed, please contact us so that we can investigate the reason.

12.3 We will not be liable for any errors or damage caused to your computer or computing equipment as a result of using Online Services. You are responsible for ensuring that your computer, tablet and mobile phone are free from viruses, Trojan horses, worms and other harmful code, including ones transmitted through the internet.

12.4 Online Services may from time to time be unavailable due to systems maintenance or circumstances out of our control. In these instances, it is your responsibility to use other means of banking.

13. Complaints

If you have a complaint about the service provided to you, a payment made using Online Services (including an unauthorised transaction) or how we have dealt with a mistaken internet payment or misdirected payment report, you can contact us to discuss your complaint. Please see our Complaints Policy for more information.

14. Changes to terms and conditions

14.1 We reserve the right to make any changes (whether material or otherwise) to these terms and conditions from time to time.

14.2 Subject to clause 14.3, we will notify you in writing at least 30 days before the effective date of change or such other longer period as may be required by law.

14.3 We are not obliged to give you advance notice if an immediate change to the terms and conditions is deemed necessary for security reasons.

15. Governing law and jurisdiction

These terms and conditions are governed by the laws of Western Australia. You agree that any disputes arising out of or in connection with these terms and conditions will be subject to the exclusive jurisdiction of the courts located in Western Australia.

16. General provisions

16.1 These terms and conditions constitute the entire agreement between you and Capricorn regarding your access to and use of the Online Services.

16.2 If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

16.3 No waiver of any term of these terms and conditions shall be deemed a further or continuing waiver of such term or any other term, and Capricorn's failure to assert any right or provision under these terms and conditions shall not constitute a waiver of such right or provision.

These terms and conditions are effective from 16 June 2025.