MasterCard terms and conditions.

me MasterCard
terms + conditions

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1 These conditions

1.1 Introduction

a. These Terms and Conditions, together with your Letter of Offer set out the respective rights and responsibilities of you and **ME** in relation to your card account. They contain all the terms of your agreement and all representations by us about your credit card contract.

b. The **ME** Electronic Access Terms and Conditions sets out your rights and responsibilities involving the use of phone and internet banking, and the use of your credit card and PIN in electronic terminals and your liability for unauthorised EFT transactions.

c. It is important that you read these conditions, your Letter of Offer and the Electronic Access Terms and Conditions carefully and keep them for future reference. If you misplace or do not understand any of this information, please contact our National Customer Contact Centre, who will be happy to help you.

1.2 Agreeing to these conditions

Activation of your card or the first transaction on your card account will constitute your agreement to comply with these conditions.

2 Meaning and interpretation of words

2.1 Meanings of words

account holder means the person in whose name the credit card account has been opened.

additional cardholder means any person who has been issued with a card at the account holder's request under condition 3.2.

annual percentage rate means the interest rate per annum which is used to calculate interest charged on your card account as described in your Letter of Offer and Section 6.2.

BPAY refers to a payment which you make or propose to make through the BPAY® scheme to a biller.

®Registered to BPAY Pty Ltd ABN 69 079 137 518

card or **credit card** means any credit card issued by us to you for use on your card account, including any additional card or replacement card.

card account means the account holder's credit card account with us.

card issuer means Members Equity Bank Ltd (ABN 56 070 887 679) or any replacement card issuer in the future.

cash advance means any transaction on your card account where:

- you receive actual cash through use of your card;
- your card is used to purchase a cash substitute, including but not limited to gambling chips or travellers cheques;
- your card is used to pay bills through a third party where the merchant does not accept credit card payments; or
- your card is used to credit funds from your card account to another account held with another financial institution or with us.

challenge answers means the answers to challenge questions asked when registering for MasterCard® SecureCode™ or subsequently asked and answered

conditions means these Terms and Conditions.

credit card contract means the contract entered into by you with us with respect to your credit card. It includes these Conditions of Use, the Letter of Offer and, where applicable, the **ME** Electronic Access Terms and Conditions.

EFT terminal means any electronic terminal, including:

- Automatic Teller Machine (ATMs);
- Electronic Funds Transfer Point of Sale terminals (EFTPOS); and
- EFTPOS terminals at Australia Post outlets that are linked to the Bank@Post™ agency banking network.

EFT transaction means an electronic funds transfer initiated by you by giving us an instruction (directly or indirectly) using a service to debit or credit an account.

Internet banking means the **ME** internet banking service.

MasterCard means MasterCard International Incorporated.

MasterCard® SecureCode™ is a service which minimises the risk of fraud during online purchases at participating merchants, by use of a personal message and username and use and authentication of a SecureCode and other MasterCard SecureCode information.

MasterCard SecureCode information means the data or information you provide when registering for MasterCard SecureCode, provide later or data and information held by us and includes any SecureCode, personal message, username or challenge answers.

ME and **ME Bank** means Members Equity Bank Limited (ABN 56 070 887 679).

personal message means the personal message you create or that is provided to you when registering for MasterCard SecureCode or subsequently updated

Phone banking means the **ME** phone banking service.

SecureCode means the password you create when registering for MasterCard SecureCode.

statement date means the last date of a statement period.

statement period means each period for which we draw up a statement for your card account or, in the case where we are not required to provide a statement, would have drawn up a statement.

username means your username used in conjunction with your MasterCard® SecureCode™ information for online purchases at merchants participating in MasterCard SecureCode.

we means the card issuer, or any replacement card issuer in the future (us and our have corresponding meanings).

you means the account holder (your has a corresponding meaning).

2.2 Interpreting these conditions

When interpreting these conditions:

a. headings are only for convenience and do not affect interpretation;

b. a word or expression indicating the singular indicates the plural, and the other way around;

c. examples are descriptive only and are not exhaustive; and

d. a reference to any document in these conditions includes a reference to all amendments, supplements and replacements of that document.

3 About your card

3.1 Card reissue

a. We may issue a replacement card to you as long as you have not previously requested that we cancel your card account.

b. If your card becomes faulty or damaged you may order a replacement card from us.

c. Any reissued or replacement card will be subject to these conditions.

d. An additional cardholder can only request replacement of their additional card.

3.2 Additional cards

a. You may nominate a person who is 16 years or older to be an additional cardholder. If approved, we will issue that person with an additional card which they can use to carry out transactions on your card account.

b. An additional cardholder must also comply with these conditions.

c. These conditions apply to an additional cardholder in the same way that they apply to the account holder except that:

- an additional cardholder is not responsible for making payments on the card account;

- we do not need to provide statements, notices of variation of these conditions, notices of default and any other notice to an additional cardholder;
- an additional cardholder can only cancel their additional card and can not nominate another person to be an additional cardholder; and
- an additional cardholder can not request an increase of the credit limit on the card account.

d. You are responsible for all transactions made with an additional card and debited to your card account in accordance with your credit contract.

e. You are also responsible for any breach of these conditions by the additional cardholder and we can treat that breach as a default by you.

f. You can cancel an additional card by telling us in writing or by phone that you want to cancel the additional card and destroying the additional card by cutting through the black magnetic strip on the back of the card.

g. If you can not destroy the additional card, you should ask us to put a stop on the card account. Even though a stop is placed on the card account, the additional card may still be used in some circumstances, and you will still be responsible for any transactions made by the additional cardholder.

h. You agree to us giving an additional cardholder information about your card account for the purpose of the additional cardholder's use of the additional card.

4 Using your card

4.1 When you can use your card

a. You must sign your card as soon as you receive it. Your card will only be valid if it has been signed by the person named on it and when it is used within the 'valid dates' shown on the card.

b. When MasterCard® SecureCode™ is available you will be able to use your card for online purchases at merchants participating in MasterCard SecureCode only if you are registered for and continue to have access to MasterCard SecureCode. You can register via our website or during a transaction at a participating merchant. You may see the MasterCard SecureCode logo on participating merchants' internet sites.

c. You must destroy any card that is no longer valid by cutting through the black magnetic strip on the back of the card.

d. Your card must be only used for personal, domestic or household purposes. It must not be used for business purposes.

4.2 Where you can use your card

a. You can use your card at any merchant directly, by mail, telephone or internet order, or at any financial institution displaying the MasterCard® symbol. However, the fact that the MasterCard symbol or other promotional material is displayed does not guarantee that all goods and services available at those premises may be purchased with your card.

b. You can use your card in any EFT terminal in Australia, or in any EFT terminal displaying the MasterCard symbol outside Australia.

c. We are not responsible if a merchant or financial institution refuses to accept your card or places other limitations on using your card.

d. We do not recommend or endorse any merchant participating in MasterCard® SecureCode™.

e. Unless required by law we are not responsible for:

- any representation made by a merchant or its servants or agents about your card, your card account or any goods or services purchased with your card; and
- goods and services supplied to you by a merchant.

You must take up any complaints or concerns directly with the merchant.

4.3 How much credit you can get

a. Your credit limit is shown in your Letter of Offer, and is the maximum amount of credit that you can obtain on your card account. The maximum amount of credit you can obtain at any particular time depends on how much of your credit limit is available. The available credit is the amount of the credit limit less any amounts that have been charged to your card account and transactions authorised by us (including interest and fees and charges) that have not been repaid.

b. Your credit limit applies to your card account – you do not have a separate credit limit for each additional card.

c. You must not exceed your credit limit.

d. If you do exceed your credit limit, you must immediately pay us the amount in excess of your credit limit.

4.4 Cash withdrawals

a. You can use your card to get cash from:
   - any financial institution displaying the MasterCard® symbol anywhere in the world;
   - any ATM in Australia; and
   - any ATM displaying the MasterCard symbol outside Australia.

b. We will advise you from time to time of the amount of cash you may withdraw using your card over any specified time.

c. The minimum and maximum amount of cash you can obtain may vary between financial institutions.

d. When obtaining cash from a financial institution you may be required to provide suitable identification.

4.5 Authorisation

a. Some transactions on your card account may need to be authorised by us. Before completing the transaction, the merchant or other person involved in the transaction may ask us for authorisation.

b. We do not have to authorise a transaction. We will only refuse to authorise a transaction if there is a good reason, e.g. if you are behind in making payments to your card account, or if your credit limit would be exceeded.

c. If we authorise a transaction we reduce the available credit on your card account by the amount of the transaction. If the transaction is not completed, your credit card account will be re-instated with that amount. This may take up to ten working days to occur.

4.6 MasterCard® SecureCode™ Authentication

a. When registered for MasterCard SecureCode and proceeding with an online purchase with a merchant participating in MasterCard SecureCode your personal message and your username will appear on an extra screen during check out. You will then enter your SecureCode and this and any other required MasterCard SecureCode information will be authenticated and the transaction will proceed. If you are unable to provide your SecureCode or if the authentication fails the card transaction will not be completed.

b. Your personal information and MasterCard SecureCode information is not shared with the merchant.

c. If your personal message or username does not appear on the screen during your online purchase check out with a merchant participating in MasterCard SecureCode do not enter your SecureCode or any other SecureCode information and do not proceed with the transaction. Instead you must tell us immediately by contacting us on **13 15 63** Monday to Friday 8am to 8pm and Saturday 9am to 5pm (AEST/AEDT).

5 Your card account

a. Your card account will be charged with:

- the amount of any goods or services purchased through use of your card;
- the amount of all cash advances;
- the fees and charges referred to in condition 6.1;

- the interest charges referred to in condition 6.2; and
- the government charges referred to in condition 6.3.

b. Transactions conducted in a foreign currency will be converted to Australian dollars before being charged to your card account. This conversion is made as at the date the transaction is processed and at the rate set by MasterCard®. MasterCard will select the conversion rate from the range of rates available in the wholesale money markets on the day before the transaction is processed.

c. Commissions may be included in the purchase price of goods and services provided by merchants or be paid in relation to transactions on your card account. These include:
   - a commission we receive from a merchant in relation to each purchase you make with your card. The amount of this commission is unascertainable.
   - a commission we pay to MasterCard in relation to each transaction on your card account. The amount of this commission is unascertainable.

6 Charges on your card account

6.1 Credit fees and charges

a. We will charge your card account with the fees and charges shown in the Letter of Offer. Once charged to your card account, they are payable and form part of the amount owing on your card account.

b. We may vary these fees and charges and may also introduce new fees and charges. We will notify you of this in accordance with Condition 11. Please contact us if you would like details of our current fees and charges.

6.2 Interest charges

We will charge interest on your account as follows:

a. interest will be calculated daily and charged to your account once a month on the statement date;

b. interest charges are calculated from the date that any amount is charged to your card account until the amount is paid in full;
c. interest is calculated by applying the daily percentage rate (the annual percentage rate divided by 365) to the unpaid daily balance of the credit card account;
d. however we will not charge interest on any purchase debited to your card account if:
   - you pay in full the closing balance of the statement on which the purchase is shown by the due date shown on that statement; and
   - you have paid in full the closing balance shown on the last statement before the purchase by the due date shown on that statement.

   Where you do not pay the full amount of the closing balance by the due date shown on your statement, unpaid purchases outstanding as well as all new purchases will be included in the calculation of interest charges.
e. We may vary the annual percentage rate and we will notify you of this in accordance with Condition 11. Please contact us if you would like details of our current interest rate.

6.3 Government charges

We will charge your account with any government charges relating to the use of your card or to transactions associated with your card account. Once charged to your card account, they are payable and form part of the amount owing on your card account.

7 Statements

7.1 How we let you know what you owe

a. We will send you a statement once every month for your card account.
b. However, we need not send you a statement if:
   - no amounts have been charged or credited to your card account during the statement period and the amount owing is less than $10; or

- we wrote off your debt during the statement period and no further amounts have been charged or credited to the card account during the statement period; or
- you have been in default under these conditions over three statement periods, including the last statement period, and we have exercised our right not to provide further credit to you.

7.2 If you think there is a mistake

a. By signing a transaction voucher or authorising a transaction in some other manner, you are confirming that the amount authorised in that transaction is the correct price of the goods or services purchased or the cash advance received.

b. The monthly statement will list all amounts charged or credited to your card account during the statement period. You should check each statement carefully on receiving it and inform us immediately of any errors or unauthorised transactions.

8 Repayments

8.1 The minimum amount you need to pay

a. Your statement will show the minimum repayment that you must make, together with the due date by which you must make the payment.

b. If there is an amount owing on your card account the minimum repayment is:
   - the closing monthly balance of your credit card account if it is less than $10; or
   - 3% of the closing monthly balance of your card account at each statement date, or $10 (whichever is the greater).

c. In addition, you will need to immediately pay us:
   - any unpaid minimum repayments from previous statements; plus
   - any amount that exceeds your credit limit.

d. You may pay more than the required payment at any time.

e. An additional cardholder may also make payments on the credit card account.

8.2 How and where you can make payments

a. You can make payments to your card account by:
   - using our direct debit facility;
   - transferring funds from another **ME** account through our internet or phone banking services;
   - making a payment from an account you have with another financial institution using BPAY (where available);
   - paying by cash or cheque at any Bank@Post™ agency banking outlet; or
   - mailing a cheque to:
     Card Services
     ME
     GPO Box 1345
     Melbourne VIC 3001

b. Payments must be received and credited to your card account by the due date, so if you are mailing your payment you should allow at least three working days for your payment to reach us.

c. Payments will not be treated as made until we receive and credit them to your card account.

d. Once a cash payment is credited to your card account, it will immediately be treated as available credit on your card account. Other payments, such as cheques, will not become available funds until they have cleared, and this may take up to three days after we have received and processed your payment. This is to ensure that the payment is not dishonoured. If a payment is dishonoured we will advise you of this, and make any necessary adjustments to your card account.

e. All payments must be made in Australian dollars.

8.3 How we apply your payments

Any payment made by you will be used to pay off your card account in the following order:

1. any amount in excess of the credit limit;

2. any overdue amount from a previous statement period;
3. the minimum monthly repayment;
4. any remaining outstanding balance in the following order:
   a. government charges;
   b. cash advances previously shown on a statement;
   c. interest and other fees and charges previously shown on a statement;
   d. purchases previously shown on a statement;
   e. new cash advances;
   f. new interest and other fees and charges;
   g. new purchases.

9 Default

a. If you do not comply with any conditions relating to your credit card contract, or if we have reasonable grounds to believe we were induced by fraud by you to enter into the credit card contract, then you will be in default of your credit card contract. We may then require you to pay the outstanding balance of your card account immediately.
b. We will give you 30 days notice of default, unless:
   - we have reasonable grounds to believe that we were induced by fraud by you to enter into the credit contract; or
   - we have made reasonable attempts to locate you without success; or
   - a court authorises us to dispense with notice.
c. If you are in default under your credit card contract and we have given you notice of this default (where applicable):
   i. then you must:
      - immediately return your card and any additional cards to us;
      - immediately pay any enforcement expenses that have reasonably been incurred by us; and
   ii. we may cancel your card account without further notice.

10 Lost or stolen cards

10.1 How to report a lost or stolen card

a. You must immediately tell us if you know or suspect that your card is lost or stolen, or that unauthorised transactions have been made on your card account.

b. You can notify us in Australia by phoning us on **13 15 63** (available 24 hours a day).

c. If you are overseas, you may phone the MasterCard® Global Service or visit any financial institution displaying the MasterCard symbol.

d. You will receive a reference number, which you should keep as proof of your report.

10.2 Your liability

Your liability for unauthorised transactions on your card account will depend on the type of transaction that took place.

10.2.1 EFT Transactions

The **ME** Electronic Access Terms and Conditions sets out your liability for unauthorised EFT transactions.

10.2.2 Other unauthorised transactions

a. For transactions other than an EFT transaction you may be liable for transactions made before you report your card lost or stolen. In these cases your liability will not be more than $50.

b. However if you unreasonably delay in notifying us after becoming aware or suspecting that your card is lost, stolen or misused, or that unauthorised transactions have been made on your card account, then you will be liable for any loss arising from that delay.

c. You will not be liable for any unauthorised transactions made after we receive notice from you.

d. You will be liable for any loss that is due to your fraudulent conduct.

11 Changes to these conditions

We may change these conditions at any time, including:

a. Changes to the interest rate
   - We may increase the annual percentage rate, and will give you notice of any increase no later than the day on which the increase takes effect. We may give you this notice in writing, or by publishing the notice in a newspaper circulating throughout your State or Territory. If we publish the notice in a newspaper, we will confirm the increase before or when we send your next statement of account after the change takes effect.
   - We do not have to give you notice of any decrease to the annual percentage rate.

b. Changes to the method of calculation or application of interest charges
   - We may change the manner in which interest is calculated or applied (including a change in, or the abolition of, any interest free period), or the frequency with which interest is charged to the card account.
   - We will give you notice of such a change in writing, at least 20 days before the change takes effect.

c. Changes to repayments
   - We may change the amount, frequency, time for payment, or method of calculation of repayments.
   - Where the change increases repayments or shortens the time for payment we will give you notice of such a change in writing, at least 20 days before the change takes effect.
   - Where the change reduces repayments or extends the time for payment we do not have to give you 20 days notice, and will notify you of the change before or when we send your next statement after the change takes effect.

d. Changes to credit fees and charges
   - We may change the amount, frequency, time for payment, or method of calculation of credit fees and charges, or may introduce new credit fees and charges.
   - We will give you notice of such a change at least 20 days before the increase takes effect. We may give you this notice in writing, or by publishing the notice in a newspaper circulating throughout your State or Territory. If we publish the notice in a newspaper, we will confirm the increase before or when we send your next statement after the change takes effect.
   - Where the change reduces or abolishes a credit fee or charge or extends the time for payment of a credit fee or charge, we will notify you of the change before or when we send your next statement after the change takes effect.

e. Other changes
   - We may make any other change to these conditions and will give you written notice of the change at least 20 days before the change takes effect. However, where the change reduces your obligations or extends the time for payment, we do not have to give you 20 days notice, and will notify you of the change before or when we send your next statement after the change takes effect.

12 Cancellation of your card account

12.1 When you can cancel your card account

You may cancel your card account at any time by:

- telling us in writing or by phone that you want to cancel your card account;
- destroying your card and any additional cards by cutting through the black magnetic strip on the back of the card; and
- paying the full amount owing on your card account.

You must not use your card once your card account has been cancelled.

12.2 When we can cancel your card account

a. Your card remains our property, and we may require you to return your card at any time.

b. We are entitled to cancel your card account at any time, without prior notice, and unless you are in default under your credit card contract we will give you written notice of the cancellation as soon as practicable after cancellation. Without limiting the reasons why we may do so, we may cancel your card account if:

- we believe that use of the card may cause loss to you or us;
- we believe that you gave us false or misleading information to open your account; or
- you are in default under your credit card contract (see condition 9).

12.3 When your card account is cancelled

When your card account is cancelled:

- you must cancel any direct debit authority that is linked to your card account;
- your card and any additional card are automatically cancelled.

You are liable for any credit that you or an additional cardholder obtain on your card account after the card account is cancelled. If amounts are charged to your card account after it has been cancelled, we may refuse to pay the amounts or we may pay them and recover them from you. In either case we may tell any merchant that your card account has been cancelled.

13 Stopping your card account

a. We may stop providing further credit to you under your credit card contract without prior notice if:

- we believe there is a security concern that affects your account;
- we believe you gave us false or misleading information to open your account; or
- you are in default under your credit card contract (see condition 9).

b. If we stop your card account we will give you written notice as soon as practicable, except when you are in default under your credit card contract.

14 Blocking your MasterCard® SecureCode™ access

Without giving prior notice to you we may, at any time:

- temporarily or permanently block your MasterCard SecureCode access. During this time you will be unable to undertake online purchases at merchants participating in MasterCard SecureCode; or
- change, remove or amend any of the functions or usages of MasterCard SecureCode.

15 Resolving disputes

a. If you have a complaint or believe an error or unauthorised transaction has been made on your card account, you must tell us immediately.

b. It is essential that you give us all the information you have to help us to resolve your concerns. If we can not resolve your concern immediately, we will require you to put your complaint in writing and send it to:
Card Services
ME
Reply Paid 1345
Melbourne VIC 8060

c. Where your complaint relates to a disputed transaction, you must notify us of the dispute before the due date for payment stated in the statement in which the transaction first appears.

d. Once we receive your complaint we will investigate it based on available evidence. Within 21 days of receiving your complaint we will either:
   - complete the investigation and inform you in writing of the outcome; or
   - inform you in writing that we need more time to complete the investigation.

e. Unless there are exceptional circumstances, we will complete the investigation of your complaint within 45 days of receiving it. Where an investigation continues beyond 45 days we will:
   - inform you in writing of the reasons for the delay and your right to have the matter reviewed by the Financial Ombudsman Service;
   - provide you with monthly updates on the progress of the investigation; and
   - inform you of a date when a decision can be reasonably expected.

f. When we have completed our investigation we will inform you in writing of the outcome of the investigation and the reasons for our decision and, unless the complaint has been completely resolved in your favour, what further complaint resolution options exist.

g. Where our investigation shows that your card account has been incorrectly debited or credited, we will promptly adjust your card account (including adjustments for interest and charges) and tell you in writing of the amount which has been debited or credited to your account as a result.

h. Where our investigation shows that your card account has not been incorrectly debited or credited, or in the case of unauthorised transactions, that you contributed to at least part of the loss, we will give you copies of any documents or other evidence on which we based our findings.

i. At any point during this process, you may request that Card Services escalate the matter to our Customer Relations department. You may do this by:
   - phone – contact the consultant who assisted with your dispute so far and ask that the matter be referred to Customer Relations;
   - secure email – via our internet banking service, addressing the email to 'Customer Relations Manager'; or

- mail:
  Customer Relations Manager
  ME
  Reply Paid 1345
  Melbourne VIC 8060

j. If you are still not satisfied after the completion of the investigation, you may wish to contact the Financial Ombudsman Service.

16 Other

16.1 Security of your MasterCard® SecureCode™ information

a. You agree to keep your MasterCard SecureCode information confidential and not tell anyone your MasterCard SecureCode information or permit any other person to use your MasterCard SecureCode information to transact with participating merchants online.

b. If you know or suspect that:
   - any of your MasterCard® SecureCode™ information has become known to someone else;
   - any of your MasterCard SecureCode information is lost or stolen; or
   - an online purchase using MasterCard SecureCode has occurred in a way not authorised by you,

you must tell us immediately by contacting us on **13 15 63** Monday to Friday 8am to 8pm and Saturday 9am to 5pm (AEST/AEDT).

c. If you fail to ensure the security of you MasterCard SecureCode information or do not notify us, you may be liable for the unauthorised use of your card. The **ME** Electronic Access Terms and Conditions sets out your liability for unauthorised EFT transactions.

16.2 How notice must be given

a. Unless these conditions provide otherwise, every notice in connection with your credit card contract must be in writing.

b. We can send or deliver notices to you:
   - at a postal or residential address that you have nominated;
   - at a residential address that we believe is then your current residential address; or
   - by electronic communication to your nominated electronic address, electronic equipment or device or by making such information available to you for retrieval from our website. We will only use this method if you have agreed and if we follow the requirements of any applicable law or code of conduct that we subscribe to.

c. Unless we tell you otherwise, any notice given by you to us should be posted to:
   Card Services
   ME
   GPO Box 1345
   Melbourne VIC 3001

d. Notices will be taken as given as follows:
   - at time of delivery, for notices delivered personally;
   - on the second working day after posting, for notices sent by pre-paid post; and
   - when the fax machine from which the notice is sent indicates successful transmission, for faxes sent by electronic communication; and
   - on the day that the electronic communication containing the notice or notifying you that the notice is available for retrieval enters your information system, for all other notices sent by electronic communication.

16.3 Certificate from us

If we give you a certificate which states the amount owing on your card account, or any other matter related to your card account, that certificate will be sufficient evidence of the amount or the matter unless you prove it to be incorrect.

16.4 Change of details

You must inform us as soon as possible if there is a change to your details (including your name, residential or postal address and any electronic address you have provided to us). If you change your address and you do not tell us, we can still give you notice by writing to your previous address.

16.5 Waiver

If we fail to exercise, or delay in exercising, any of our rights under these conditions, that failure or delay does not constitute a waiver of our rights.

16.6 Assignment

a. You may not assign your rights or responsibilities under this credit card contract to another person.
b. We may assign this credit card contract or dispose of any right or all of our rights under it at any time and in any way. We need not tell you if we do this.

16.7 Account combination

a. We may combine the balances of two or more of your accounts held with us, even if those accounts are not both credit card accounts.
b. For example if one of your accounts is overdrawn or over the credit limit, we can use funds to your credit in another account to repay that overdrawn/over limit amount.
c. We do not have to give you notice in advance that we are doing this, but we will inform you promptly if we combine any of your accounts.

16.8 Additional Requirements

If we believe it is necessary to enable us to comply with any law, regulatory requirement or internal compliance program that we are legally required to have:

- you must provide us with any information or assistance we request;

- we may disclose your information to third parties, including government or regulatory bodies, law enforcement bodies and other financial institutions; and
- we may block access to your card account or delay or block a transaction to or from your card account.

17 Privacy

a. Your privacy is important to us. We observe the Australian Privacy Principles and the Privacy Act 1988 (Cth). Your personal information may be shared between, and used by, us and our subsidiaries and associated companies for the primary purpose of assessing any other applications you might make, verifying your identity, assessing you for insurance and establishing and administering your account. Your personal information may be used and disclosed to third party service providers for these purposes. Without this information we may not be able to provide you with our services.

b. Personal information that we collect includes credit information. Credit information includes information about your past experiences with us or other lenders, the kinds of credit products you have or have applied for, how you have managed your obligations, information contained in a credit report about you and information about your credit worthiness that has been derived from a report about you. You must only give us information about any other person with their permission, and only if you have taken them through this privacy notice.

c. Some laws require or authorise our collection of your personal information, including:
   - the *Anti-Money Laundering and Counter-Terrorism Financing Act* 2006 (Cth);
   - the *National Consumer Credit Protection Act* 2009 (Cth); and
   - the *Income Tax Assessment Act* 1936 (Cth), if you choose to provide your Tax File Number.

d. We also collect your personal information (including, as permitted by law, information derived from a credit report) for the purposes of:
   - considering any other application made by you for products or services or your suitability if you have offered to be a guarantor or security provider;
   - customer relations including management of our relationship with you and market or customer satisfaction research and product development;
   - our internal operations including record keeping, risk management, auditing purposes, training, securitisation, credit scoring, file reviews, actuarial processes and portfolio analysis;
   - information technology systems development and testing;
   - arrangements with other organisations to provide services in relation to our products and services (for example, we may arrange for mailing houses to distribute loan statements to customers);
   - investigating, resolving and preventing complaints;
   - conducting fraud assessments; and
   - reporting and data analytics, including for regulatory, management, statistical or research purposes.

e. In addition, (unless you instruct us otherwise) we may use your personal information (other than information derived from a credit report) to inform you about any of our products, or those of our alliance partners, that may be of interest to you and if you are a member or a customer of one of our alliance partners (including a superannuation fund, union, insurer or other third party with whom we have arrangements), we may also use your information for the purpose of providing benefits to you or to obtain aggregate information for statistical or research purposes.

f. We may disclose your personal information (including, as permitted by law, information derived from a credit report) for the purposes above to:
   - our related entities, insurers, service providers, agents (including debt collection agencies), contractors or external advisers to help us provide banking and related services to you (including lawyers and auditors);
   - any person acting on your behalf, including your legal and financial advisers;
   - your broker (if applicable);
   - government and other regulatory bodies, law enforcement bodies and courts as required by law or in accordance with prudent banking practice;
   - third parties providing fraud detection services;
   - external complaint resolution bodies (for example, the Financial Ombudsman Service);
   - any person or entity to whom we are considering selling part of our banking business;
   - rating agencies; and
   - other financial institutions and credit providers.

g. We may also disclose your personal information (other than information derived from a credit report) to our alliance partners, your referees, including your employer (to confirm details about you) and payments system operators. Our third party service providers may store or access your personal information overseas, including in Canada, USA, United Kingdom, Philippines, Singapore and Hong Kong, as well as any other countries listed in our Privacy and Credit Reporting Policy from time to time.

h. We may collect personal information about you from, and/or disclose it to, credit reporting bodies (CRBs), including by:
   - disclosing any credit information we hold about you which may include your identification information. The CRB may include this information in credit reports provided to other credit providers to assist them in assessing your credit worthiness;
   - disclosing any failures to meet your payment obligations, or any fraud or other serious credit infringement you have committed; and
   - obtaining a credit report about you for the purpose of assessing other applications you might make, your suitability as a guarantor or security provider or for collecting overdue payments.

i. The CRBs we use and where you can find their privacy policies are:
   - Veda – www.veda.com.au/privacy or phone 1300 762 207;
   - Dun & Bradstreet – www.checkyourcredit.com.au or phone 1300 734 806;
   - Experian – www.experian.com.au or phone 1300 783 684.

j. You can ask a CRB not to use or disclose credit information it holds about you for a period of 21 days (called a "ban period") without your consent if you believe on reasonable grounds that you have been or are likely to be a victim of fraud, including identity fraud.

k. CRBs at our request or the request of another credit provider, may use credit information they hold to "pre-screen" you for direct marketing. You can ask a CRB not to do this.

l. **ME** may use your personal information to get in touch with you about **ME** products and services, or those of our alliance partners, that may be of interest. If you do not want us to do this, please call us on **13 15 63** or log in to internet banking to send us a secure email.

m. You have rights to access and seek correction of personal information we hold about you, and our Privacy and Credit Reporting Policy contains information about how you can do this, how you can make a complaint about a breach of your privacy rights (including a breach of Part IIIA of the Privacy Act), and how we deal with complaints.

n. You can contact **ME**'s Privacy Officer on **13 15 63** or by writing to the Privacy Officer at **ME**, GPO Box 1345, Melbourne VIC 3001 or by email at **privacy@mebank.com.au**. **ME**'s Privacy and Credit Reporting Policy is available at **mebank.com.au/privacy**

Information statement

Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

The contract

1. How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before —

- your contract is entered into; or
- you make an offer to enter into the contract;

whichever happens first.

2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy —

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as —

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4. Can I pay out my contract early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

5. How can I find out the pay out figure?

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6. **Will I pay less interest if I pay out my contract early?**
Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

7. **Can my contract be changed by my credit provider?**
Yes, but only if your contract says so.

8. **Will I be told in advance if my credit provider is going to make a change in the contract?**
That depends on the type of change.
For example –
   - you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
   - you get 20 days advance notice for —
     - a change in the way in which interest is calculated; or
     - a change in credit fees and charges; or
     - any other changes by your credit provider;

   except where the change reduces what you have to pay or the change happens automatically under the contract.

9. **Is there anything I can do if I think that my contract is unjust?**
Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

   If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the Financial Ombudsman Service and can be contacted at:

   Financial Ombudsman Service Limited
   GPO Box 3
   Melbourne VIC 3001

   Phone: 1300 78 08 08
   Email: info@fos.org.au
   Website: www.fos.org.au

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at http://www.asic.gov.au.

Insurance

10. Do I have to take out insurance?

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider can not insist that you use any particular insurance company.

11. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will write to you and inform you if the proposal is rejected.

13. In that case, what happens to the premiums?
Your credit provider must give you a refund or credit unless the insurance is arranged with another insurer.

14. What happens if my credit contract ends before any insurance contract over mortgaged property?
You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

General

15. What do I do if I can not make a repayment?
Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways —

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

16. What if my credit provider and I can not agree on a suitable arrangement?
If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 18.

17. Can my credit provider take action against me?
Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

18. Do I have any other rights and obligations?
Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.

EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE FINANCIAL OMBUDSMAN SERVICE AND CAN BE CONTACTED AT —

Financial Ombudsman Service Limited
GPO Box 3
Melbourne VIC 3001

Phone: 1300 78 08 08
Email: info@fos.org.au
Website: www.fos.org.au

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

Members Equity Bank Limited
ABN 56 070 887 679.
AFSL and Australian Credit Licence 229500.
MC0007.V10/0815/192356

For more information
please call **13 15 63**
or visit **mebank.com.au**