

**“I loved  
reading  
the terms &  
conditions!”**

- said no one, ever



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# 1 Introduction

## 1.1 These terms should be read carefully.

These are the terms on which we operate the services. Please read this document carefully. If you have any questions or would like more information about the services, please contact us on 13 15 63. We would be happy to provide you with any further information you need.

## 1.2 Acceptance of these terms.

If we agree to provide you with access to a service, a customer ID and access code or card will be provided to you. Your card PIN will be provided to you or if permitted will be selected by you. Unless we provide for another method of acceptance, your first use of your password, customer ID and access code or card and card PIN will be confirmation that you have read, considered and accepted these terms.

## 1.3 Privacy and confidentiality.

We have a general duty to keep information about you confidential except in certain circumstances (for example, where the law requires us to disclose information about you). You can obtain a copy of our Privacy and Credit Reporting Policy by calling us or visiting our website at [mebank.com.au/privacy](http://mebank.com.au/privacy)

## 1.4 ePayments Code.

We warrant that we will comply with the requirements of the ePayments Code where they apply to your use of the services.

## 1.5 BPAY®.

We are a member of the BPAY Scheme. We will tell you if we are no longer a member of the BPAY Scheme. For the purposes of the BPAY Scheme, we may also be a Biller.

## 1.6 Effect of these terms.

These terms govern the basis on which we provide a service to you, and the obligations on you in respect of using that service. They apply in conjunction with the terms and conditions which apply to your account. If there is any inconsistency between a provision of the terms and conditions of your account and a provision of these terms, these terms prevail.

## 1.7 Interpreting these terms.

When interpreting these terms:

- a. headings are only for convenience and do not affect interpretation;
- b. a word or expression indicating the singular includes the plural, and the other way around;
- c. examples are descriptive only and are not exhaustive; and
- d. a reference to account or service terms and conditions, a document, an agreement or instrument includes all amendments, supplements to, or replacements of them.

## 2 Meaning of words

Throughout these terms, the following meanings are given to these words unless the context requires otherwise:

**access code** means the access code you use in conjunction with your customer ID for access to internet banking and phone banking;

**account** means any deposit account, loan account, credit card account or other financial product you hold with ME (including an ME home loan) in your name to or from which we permit you to conduct an EFT transaction using a service, but does not include an account that is designed by us primarily for use by a business and established by the account holder primarily for business purposes;

**account holder** means the person in whose name the account is held. If that account is held in the name of more than one person, account holder means each account holder separately and every two or more account holders jointly and includes an account holder's successors and assigns;

**AEST/AEDT** means Australian Eastern Standard Time or Australian Eastern Daylight Time, whichever is applicable in Melbourne;

**approved terminal** means any electronic terminal, including:

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

**banking business day** refers to any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia;

**biller** refers to an organisation which tells you that you can make payments to it through the BPAY Scheme;

**BPAY** refers to a payment which you make or propose to make through the BPAY Scheme to a biller;

**BPAY Pty Ltd** means BPAY Pty Ltd ABN 69 079 137 518;

**BPAY Scheme** is:

- a. an electronic payments scheme through which we, as a member, can be asked to make payments on your behalf to billers who are members of the BPAY Scheme; and
- b. a scheme through which you can receive or access bills or statements electronically from participating billers you have nominated by:
  - opening an email sent to you whenever a bill or statement is received by us with a link to our website; and
  - accessing our website;

and you may choose to pay them electronically using internet banking or phone banking or any other payment method accepted by the Biller;

**BPAY View®** refers to the feature of the BPAY Scheme through which you can receive or access bills or statements electronically from participating billers nominated by you;

**business day** means a weekday except a national public holiday or a public holiday in Melbourne;

**card** means the card issued by us to you;

**card account** means an account that can be accessed by a card;

**card PIN** means your personal identification number that is issued to you or selected by you for use with your card to access an approved terminal;

**Cardlink Services Limited** means Cardlink Services Limited ABN 60 003 311 644;

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

**code** means the data or information you must provide to us or through a service in order to access an account or otherwise use a service and includes any access code, customer ID, security code, SMS authentication code, MasterCard SecureCode information, card PIN, mobile app PIN or password;

**customer ID** means your customer ID to be used in conjunction with your access code for access to internet banking and phone banking;

**deposit** includes a 'transfer from a nominated account';

**direct debit request** means any direct debit request you give us, in a form acceptable to us and which is subject to the terms of our Direct Debit Request Service Agreement, authorising us to draw on your nominated account;

**ePayments Code** means the ePayments Code published by the Australian Securities and Investments Commission on 20 September 2011;

\* Registered to BPAY Pty Ltd ABN 69 079 137 518  
MasterCard and the MasterCard brand mark are registered trademarks of MasterCard International Incorporated. SecureCode is a trademark of MasterCard International Incorporated.

**EFT institution's equipment** means any approved terminal, computer, television or telephone controlled or provided by or on behalf of an institution that subscribes to the ePayments Code and any electronic system, communications system or software controlled by or on behalf of an institution that subscribes to the ePayments Code to facilitate EFT transactions;

**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;

**electronic funds transfer** means a transfer of value to or from the account (regardless of whether the account has a debit or credit balance before or after the transfer of value);

**funds transfer** means an electronic funds transfer between your accounts;

**internet banking** means the ME internet banking service;

**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 home loan** includes a Super Members Home Loan;

**merchant** means a provider of goods or services;

**mistaken internet payment** means an electronic payment by you using internet banking where funds are paid into an account of an unintended recipient because you enter or select a BSB number and/or identifier that did not belong to the named and/or intended recipient (as a result of your error, or of you being advised the wrong BSB number and/or identifier);

**mobile banking app** means the app that you download providing a version of internet banking;

**mobile app PIN** means your 4 digit personal identification number that is selected by you to access the Mobile Banking App;

**mobile friendly site** means the version of internet banking that is specially designed for use on your mobile phone or other mobile device;

**nominated account** means where you give us a direct debit request, the account described as the 'nominated account' to which amounts are to be debited and credited from your account in accordance with your instructions;

**non-nominated account** means any account acceptable to us (except a nominated account) which is capable of receiving deposits by direct entry and is either an ME account held by a person other than you, or is an account held at another financial institution by any person (including you);

**one off payment** means a direct credit using internet banking, to a nominated account or a non-nominated account;

**operator assisted banking** means the transaction and other services provided by our National Customer Contact Centre;

**password** means the password you must provide to use operator assisted banking;

**pay an untrusted biller** means make a BPAY using internet banking to a biller which you have not previously made a BPAY to using internet banking;

**pay an untrusted payee** means a direct credit using internet banking to a nominated account or a non-nominated account which you have not previously made a direct credit to using internet banking;

**pay registered payee** means a direct credit using internet banking, to a nominated account or a non-nominated account which you have set up as a 'registered payee';

**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;

**redraw** means a funds transfer or a withdrawal made by redrawing from your ME home loan;

**SecureCode** means the password you create when registering for MasterCard SecureCode;

**security code** means any data or information provided by you to us on request in order to identify you;

**service** means:

- a. phone banking;
- b. internet banking;
- c. operator assisted banking;
- d. approved terminals;
- e. MasterCard SecureCode; and
- f. any other service which we, or another person on our behalf, may provide from time to time, (and services means all of these services);

**SMS** means short message service;

**SMS authentication code** means the randomly generated six digit numeric code that we provide to you to facilitate SMS two factor authentication;

**SMS two factor authentication** is where you are required to enter an SMS authentication code when using internet banking in order to complete the transactions specified in condition 3.3(a). Entering the SMS authentication code is in addition to the customer ID and access code you are required to enter to access internet banking;

**terms** means these terms and conditions;

**third party payment** means a 'one off payment' or a 'pay registered payee' payment made through internet banking;

**third party payment limit** means the maximum total amount of third party payments, as advised by us, which can be made on any given day in relation to your customer ID as outlined in conditions 8.1 and 8.2;

**transfer from nominated account** means a direct debit from a nominated account to your account;

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

**we, us, our** and **ME** means Members Equity Bank Limited ABN 56 070 887 679;

**website** means **mebank.com.au**;

**withdrawal** includes a transfer to a nominated account and a ‘third party payment’; and

**you** and **your** means each person or persons in whose name the account is held and, where an account is opened by a parent or guardian on behalf of a minor means the parent or guardian. It includes your successors and assigns. Where the account is a credit card account, ‘you’ also refers to any additional cardholder and the obligations under these terms apply to the additional cardholder, subject to any limitations set out in the credit card contract.

### **3 Accessing the services**

#### **3.1 Accessing internet banking, phone banking and operator assisted banking.**

- a. If an account is held in the name of more than one account holder and the account holders have instructed us that any transaction on the account must be authorised by all account holders, you are not allowed to transact on that account through internet banking, phone banking or operator assisted banking.
- b. You must have a valid customer ID and access code to access internet banking or phone banking, and a mobile app PIN to access the mobile banking app. You must also have a valid password to use operator assisted banking. You may also be able to access phone banking and operator assisted banking as outlined in condition 3.1(f) below.

- c. If we agree to provide you access to:
- internet banking or phone banking, we will supply you with a customer ID and an access code. The first time that you use internet banking and phone banking, you will be required to select a personalised access code to use. After you have selected your new access code, you will only be able to access that service by providing your customer ID and that access code. The first time you use the mobile banking app you will be required to select a mobile app PIN. You can choose to access the mobile banking app by activating fingerprint access using the fingerprints stored on your mobile phone or other mobile device, if compatible functionality is available on your mobile phone or other mobile device. If you choose to activate fingerprint access you confirm that no one else has stored fingerprints and you agree not to allow anyone else to store fingerprints on your mobile phone or other mobile device. When the mobile banking app is accessed with a fingerprint we will treat any instructions as valid, in accordance with condition 9 below, and will process the instructions. You can switch off fingerprint access at any time in the mobile banking app from the settings menu item.
  - operator assisted banking, you will be required to select a personalised password. Your password must be between five and nine characters long and must be letters, numbers or a combination of letters and numbers.
- d. You should not select an access code, password or mobile app PIN that is easily recognisable, or which represents something of significance to you (e.g. your birth date or the birth date of a family member).

- e. You agree that any person who supplies us with your customer ID and access code, password or mobile app PIN, or who uses a fingerprint stored on your mobile phone or other mobile device to access the mobile banking app, will be allowed access to the relevant service, and to any account you have nominated to be accessed by that service.
- f. In addition, you agree that any person who provides us (or any operator at our National Customer Contact Centre) with your security code or password be allowed access to phone banking and operator assisted banking, and to any account you have nominated to be accessed by phone banking or operator assisted banking.
- g. You can only access internet banking if your web browser can support a 128 BIT SSL (Secure Socket Layer) session.

### **3.2 Mobile access to internet banking.**

If you access internet banking over a mobile phone or other mobile device all of the functionality available in internet banking may not be available on the mobile friendly site or via the mobile banking app.

### **3.3 SMS two factor authentication.**

- a. When SMS two factor authentication is available you will be required to enter an SMS authentication code in order to complete the following transactions in internet banking:
  - i. pay an untrusted payee;
  - ii. pay an untrusted biller;
  - iii. view or update your personal details;
  - iv. increase your third party payment limit;
  - or
  - v. select your card PIN.
- b. Subject to condition 3.3(c), we will send you the SMS authentication code via SMS to the mobile phone number that you have most recently provided to us (and which is listed in 'My profile' in internet banking) and you will need to enter the SMS authentication code where required in order for you to complete the transaction in internet banking.

- c. If you have not provided us with a mobile phone number or do not have a mobile phone number you will need to call us on **13 15 63** to get the SMS authentication code in order for you to proceed with the applicable transaction in internet banking.
- d. If you change your mobile phone number you must tell us immediately.
- e. To ensure that any SMS authentication codes that we send you are kept secret we recommend that you provide us with a mobile phone number that is only used by you.

### **3.4 Accessing an approved terminal.**

- a. You must have a valid card and card PIN\* to access your accounts using an approved terminal. If we agree to provide approved terminal access to you, your card will be provided to you. Your card PIN will be provided to you or if permitted may be selected by you.
- b. You agree that any person who uses your card and card PIN at an approved terminal will be allowed access to that service, and to any account that can be accessed by that service.

#### **\*Notes:**

Your card may be disabled when an incorrect card PIN is entered on three consecutive occasions. The card can be reactivated by contacting ME.

Your card may be equipped with MasterCard® Paypass™ contactless technology allowing you to Tap & Go™ without entering your card PIN when using your card at MasterCard Paypass compatible EFTPOS terminals for purchases of \$100 or less. However, some merchants may require a card PIN to be entered.

### **3.5 Your authority.**

You authorise us to carry out any instructions provided to us using a service where a valid password, customer ID and access code, mobile app PIN, security code or card and card PIN, is provided to us.

## 4 What you can do with the services.

A description of:

- a. the services you may use; and
- b. the types of EFT transactions that may be made, in relation to each type of account you may have, is set out on our website, at **[mebank.com.au/terms\\_and\\_forms](http://mebank.com.au/terms_and_forms)**

## 5 Transaction limits

- a. The limits on the amount of funds that you can access from the available funds in your account using the services to withdraw or transfer funds are as follows:
  - where you withdraw cash using any machinery or electronic facility that accepts a MasterCard® issued product – \$2,000 per day, per card;
  - where you withdraw cash through an approved terminal – \$2,000 per day, per card;
  - where you withdraw funds via operator assisted banking – no limit;
  - where you use phone banking or internet banking to withdraw to a nominated account – \$20,000 per day, per customer ID;
  - where you make a payment using third party payments – the limits outlined in conditions 8.1 and 8.2 apply;
  - where you make a redraw – the funds available for redraw on that account. Redraws are also subject to a minimum limit as advised by us from time to time.
  - where you use your debit card at any EFTPOS terminal to make a withdrawal to pay for goods or services using the Savings key – \$2,000 per day;
  - subject to the other restrictions specified in this condition 5, where you use your debit card to make a withdrawal to pay for goods or services – \$99,999 per day;

- if you deposit cash to your debit card account at a Bank@Post terminal – \$3,000 per day, per account.

Additional restrictions on how you can access an account are as follows:

- for card transactions using a debit card a limit of 20 card transactions (including a limit of five cash withdrawals) applies per day, per account;
- a deposit to an ME home loan account by way of funds transfer or a transfer from a nominated account can only be made in accordance with the terms of the loan (for example, a deposit which exceeds the outstanding balance of the loan is not permitted); and
- a redraw must otherwise be in accordance with the terms of the ME home loan (for example, a redraw is not permitted during a fixed interest rate period).

Irrespective of which service you use, you must not withdraw or transfer funds from an account in excess of the available funds for that account.

- b. We may change or impose limits on the amount of funds that are made available for use using a service over any specified period of time.
- c. Merchants and other financial institutions may also impose additional restrictions or transaction limits.
- d. For the purpose of the above transaction limits, a 'day' is a reference to each 24 hour period commencing at 12.00am in Sydney.

## **6 Performing a funds transfer using the services**

### **6.1 Giving us your instructions.**

You can give us a funds transfer instruction through internet banking, phone banking or operator assisted banking provided that you have more than one account. You cannot give us a funds transfer instruction through any other service.

## **6.2 When we will act on your instructions.**

- a. A funds transfer made using a service will normally be acted upon on the day nominated by you as the payment date. If you request an immediate funds transfer, the payment date is the date on which you submit your funds transfer request.
- b. You cannot nominate a future payment date through phone banking or for transfers from your credit card account. Your payment will therefore be processed as if the date you give us the payment instruction is the payment date nominated by you.
- c. If you want to cancel your funds transfer instruction, you must tell us no later than the business day before your funds transfer is due to be made. You cannot cancel a funds transfer instruction on the day it is due to be made, or at any time after it has been processed.
- d. If you want to change your funds transfer instruction, then you must cancel your existing funds transfer instruction and establish a new one. This must be completed no later than the business day before your funds transfer is due to be made.
- e. You agree that we may delay acting upon an instruction or may ask you or another person for additional information before acting on any instruction (in our absolute discretion).
- f. Please note that funds that are transferred using the services may not be immediately available.

## **7 Making a BPAY using the services**

### **7.1 Giving us your instructions**

- a. When you tell us to make a BPAY you must give us the following information:
  - details of the account to be debited;
  - the amount of the BPAY;
  - the date of the BPAY;
  - the Biller Code; and
  - the Customer Reference Number applicable to that BPAY.

We will then consider your instructions valid and debit the relevant account in accordance with those instructions and these terms. You acknowledge that we are not obliged to effect a BPAY if you do not give us all of the above information or if any of the information given is inaccurate.

- b. In making a BPAY, you must also comply with the relevant account terms and conditions, to the extent that those terms are not inconsistent with or expressly overridden by these terms.
- c. Once you have instructed us to make a BPAY, you cannot cancel or change that instruction, except for future dated BPAY instructions made using internet banking. If you want to change your future dated BPAY instruction, you must cancel your existing BPAY instruction and establish a new one. This must be completed no later than the banking business day before your BPAY is due to be made.

**Note:** When you use a credit card to pay a bill through the BPAY Scheme, we treat that BPAY as a credit card purchase transaction.

## **7.2 When we will process your BPAY.**

- a. Where you have told us to make a BPAY, that payment will generally be processed by us:
  - on the date you tell us to make the payment, if you tell us before 5pm AEST\AEDT on a banking business day; or
  - on the next banking business day, if you tell us to make the BPAY on a day that is not a banking business day or after 5pm AEST\AEDT on a banking business day.
- b. A delay may occur in the processing of your BPAY where:
  - there is a public or bank holiday on the day after you tell us to make the BPAY;
  - you tell us to make the BPAY on either a day that is not a banking business day or after 5pm Melbourne time on a banking business day; or

- another participant in the BPAY Scheme (such as a biller or another financial institution) does not process a payment as soon as they receive details of it or comply with its obligations under the BPAY Scheme. Whilst it is expected that any such delay in processing will not continue for more than one banking business day, it may continue for a longer period. We will try to ensure that your BPAY is processed promptly by participants in the BPAY Scheme.

### **7.3 What happens if a biller cannot process your BPAY.**

If we are advised that your BPAY cannot be processed by a biller, we will advise you of this, credit your account for the amount of the BPAY and take all reasonable steps to assist you in making the BPAY as quickly as possible.

## **8 Making a withdrawal using internet banking, phone banking or operator assisted banking**

### **8.1 Withdrawals using internet banking.**

- a. Third party payment instructions can be given using internet banking.
- b. You cannot make third party payments to a non-nominated account in a day totalling more than your third party payment limit. Your initial third party payment limit, per customer ID, is \$2,000 per day. You may ask us to increase that limit up to a maximum of \$20,000 per day or to reduce that limit using internet banking or operator assisted banking. If we agree, your third party payment limit will be the amount agreed between you and us. When available, SMS two factor authentication will be required if you ask us to increase your third party payment limit using internet banking.
- c. You cannot make withdrawals to a nominated account in a day totalling more than your nominated account withdrawal limit. Your nominated account withdrawal limit is \$20,000 per day, per customer ID.

- d. The combined amount of third party payments and nominated account withdrawals cannot exceed \$20,000 per day, per customer ID.
- e. To make a third party payment or a withdrawal to your nominated account, you must give us the following information:
  - details of the account from which the withdrawal is to be made;
  - the amount of the payment;
  - the details of the nominated account or non-nominated account into which payment is to be made;
  - the timing of the payment; and
  - the payment reference.

## **8.2 Withdrawals using phone banking.**

- a. You cannot make withdrawals to a nominated account in a day totalling more than your nominated account withdrawal limit. Your limit is \$20,000 per day, per customer ID.
- b. To make a withdrawal to your nominated account, you must give us the following information:
  - details of the account from which the withdrawal is to be made;
  - the amount of the withdrawal; and
  - the details of the nominated account into which payment is to be made.

## **8.3 Withdrawals using operator assisted banking.**

- a. Third party payment instructions can be given using operator assisted banking.
- b. To make a third party payment or a withdrawal to a nominated account, you must give us the following information:
  - details of the account from which the third party payment or the withdrawal to the nominated account is to be made;
  - the amount of the payment;
  - the details of the nominated account or non-nominated account into which payment is to be made; and
  - the timing of the payment.

- c. We may ask you to complete a form before we agree to process an instruction to make a withdrawal to a non-nominated account.
- d. You cannot make a BPAY using operator assisted banking.

#### **8.4 Recurring payment instructions.**

- a. You may give instructions using internet banking or operator assisted banking for third party payments or funds transfers from an InterestME Savings Account, ME Everyday Transaction Account or an Ultimate Offset Facility, or for transfers from a nominated account, to be made on more than one date (that is, instructions to be made on a recurring basis).
- b. Instructions for a redraw for more than one date will not be accepted.
- c. You may give instructions using internet banking for a BPAY from an ME InterestME Savings Account, an ME Everyday Transaction Account, Ultimate Offset Facility (post 3/12/2001) or ME Credit Card to be made on more than one date (that is instructions to be made on a recurring basis).

## **9 Acting on your instructions**

### **9.1 When we will act on your instructions.**

- a. We will treat instructions from you to make a withdrawal or a deposit as valid and, subject to these terms, process your instructions.
- b. It is your responsibility to ensure that the instructions you give us are correct. We do not confirm or check any of the information provided by you. We are not liable to you if, as a result of you providing us with incorrect instructions, the incorrect amount is paid, the incorrect person or account is paid or payment is not made at all.
- c. Where you have told us to make a withdrawal or a deposit, that payment will generally be processed by us:
  - on the date you tell us to make the payment, if you tell us before 4:30pm Melbourne time on a business day; or

- on the next business day, if you tell us to make a withdrawal or a deposit on a day that is not a business day or after 4:30pm Melbourne time on a business day.
- d. Once submitted, an instruction to make a withdrawal or a deposit cannot be cancelled or changed, except for a future dated funds transfer, third party payment or a transfer from a nominated account instruction made using internet or operator assisted banking. If you want to change your future dated instruction, you must cancel your existing instruction and establish a new one. This must be completed no later than the business day before your payment is due to be made.
- e. Once submitted, an instruction to make a BPAY cannot be cancelled or changed, except for a future dated BPAY made using internet banking. If you want to change your future dated BPAY, you must cancel your existing payment instruction and establish a new one. This must be completed no later than the business day before your payment is due to be made.

## **9.2 When we will not act on your instructions.**

We are not obliged to process your instructions to:

- perform a funds transfer using the services;
- make a BPAY using the services; or
- make a third party payment or a transfer from a nominated account;

if:

- it is not permitted by these terms;
- your instructions are incomplete or are not permitted by the relevant account terms and conditions;
- you do not have sufficient cleared funds in the account from which a transfer or payment is to be made;
- your access to the relevant service has been suspended or terminated when the transfer is to be processed;

- there is a technical failure which prevents us from processing those instructions; or we are not permitted to process your transfer or payment or to otherwise allow it to occur, under any law, regulation, governmental direction (including any requirements of the Reserve Bank of Australia or the Australian Prudential Regulation Authority), court order or industry code to which we subscribe.

## **10 Making deposits and withdrawals**

### **10.1 Deposits.**

- a. Where you make a deposit into your account using a service (whether by funds transfer or otherwise) and there is a discrepancy between the amount recorded on the service as having been deposited and the amount recorded by us as having been received into your account, we will notify you of the difference as soon as possible and will advise you of the actual amount credited to your account.
- b. Where you make a deposit of funds using an EFT institution's equipment, the security of that deposit is the responsibility of the institution receiving the deposit from the time the transaction at the EFT institution's equipment is completed (subject to verification of the amount of the deposit).
- c. You cannot withdraw funds deposited into your account by a transfer from a nominated account until the funds have been cleared. This generally takes three business days. If the deposit is later dishonoured we will withdraw from your account or any other account in your name with ME, the amount of that transaction previously credited to your account.

### **10.2 Cash withdrawals.**

- a. You acknowledge that not all services, and that not all approved terminals, will allow you to withdraw cash and that some merchants may have cash withdrawal limits lower than the limits applicable under these terms and conditions.

- b. You can only withdraw cleared funds from your account.
- c. If you make a cash withdrawal from your account by making an EFT transaction at an approved terminal and there is a difference between the amount of cash dispensed by the terminal and the amount shown on the receipt, you must report this to us as soon as possible in accordance with condition 13.
- d. You accept that any money dispensed at an approved terminal is at your risk once it becomes available for you to collect.

### **10.3 Other matters.**

- a. Deposits made after 4pm Melbourne time on a business day may not be processed until the following business day.
- b. Where a cheque is deposited into your account, you cannot use or withdraw those funds until the cheque has been cleared. Generally, we will allow you to withdraw the funds three business days after the cheque was deposited through a Bank@Post terminal.
- c. Only deposits and withdrawals made in Australian dollars will be accepted.

## **11 Accessing account information**

Account information accessed using a service will generally reflect the position of the account at that time. Please note that the account information accessible using a service may not display all recent transactions (for example, transactions that have not been received by us or have not been completely processed when you make your enquiry).

## **12 What will you be charged?**

Our fees are set out in the schedule of fees and charges for each type of account that you may have. You can obtain information about our current fees and charges from [mebank.com.au](http://mebank.com.au) or by contacting us on **13 15 63**.

## 13 Security of your codes

### 13.1 Your obligation to keep your codes secret.

You agree to keep your codes confidential and not tell anyone your codes. To help you keep your codes confidential, we issue security guidelines from time to time. These are available at **mebank.com.au** or by contacting us.

### 13.2 Things you must tell us.

a. If you know or suspect that:

- your codes have become known to someone else;
- your codes are lost or stolen; or
- your service has been used 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 (Melbourne time). If you need to report a lost or stolen card, please contact us on **13 15 63**, 24 hours a day.

- b. At the time of your report you will be given a notification number (or other form of acknowledgment) which you should write down and keep as evidence of the date and time of your report.
- c. If these notification facilities are not available for any reason, any losses occurring during these periods that were due to non-identification are our responsibility provided that you notify us within a reasonable time of these facilities becoming available.
- d. Once we are notified that the security of your code(s) has been compromised we will cancel the relevant code(s) and issue you with a replacement code(s) (which you can use to re-enter the relevant service, and select a new personalised code(s)).

**Please Note:** If you do not advise us that another person knows, or that you suspect that another person knows, one or more of your codes, or one or more of your codes is lost or stolen, you may be liable for any unauthorised use of your service.

## **14 Transaction information**

### **14.1 Receipts.**

- a. You will receive a receipt for each EFT transaction at the time of that transaction unless you specifically choose not to receive a receipt. Each receipt will contain all of the information required to be given to you under the ePayments Code.
- b. If an EFT transaction is conducted by phone banking or operator assisted banking, you will receive receipt information (for example, a receipt number and confirmation of the details of the EFT transaction) by voice communication at the time of the EFT transaction unless you specifically choose not to receive receipt information.
- c. We recommend that you keep all receipts and receipt information for your records and check it against information in your statements of account.

### **14.2 Statements of account.**

- a. We will provide you with statements of account at least every six months, or more frequently on your request, in accordance with your account terms and conditions. You can also elect to access transaction summaries (where available) through the services at any time.
- b. We recommend that you carefully check all entries on each statement of account and report possible errors or unauthorised transactions to us as soon as possible.

### **14.3 Electronic Communications. Statements and Notices.**

- a. You may be able to nominate to receive statements of account and legal notices (collectively referred to as 'Statements and Notices') by electronic communication on any one or more of your eligible accounts. For deposit accounts, we may nominate for you to receive Statements and Notices by electronic communication.

- b. To receive Statements and Notices by electronic communication you will be required to provide us with your nominated email address.
- c. A separate nomination needs to be made for each account. If you nominate or we nominate you to receive electronic Statements and Notices:
  - you will no longer receive paper statements of account;
  - we will try to send legal notices by electronic communication but we may still send some legal notices to your last known postal or residential address.
  - It is important that you continue to check your email, residential and/ or postal address for Statements and Notices from us.
- d. You can revert back to receiving paper Statements and Notices at any time.
- e. Electronic Statements and Notices can be provided to you by:
  - email to your nominated email address; or
  - making them available to you for viewing in internet banking or from our website. We will send an email to your nominated email address to notify you when a Statement or Notice is available for viewing in internet banking or from our website.
- f. An electronic Statement or Notice is taken to be received on the day that the email to your nominated email address becomes capable of being retrieved by you at your nominated email address.
- g. It is your responsibility to regularly check the mailbox for your nominated email address for Statements and Notices from us and to ensure that you manage your mailbox so that you can receive electronic Statements and Notices from us and that you have sufficient storage space in your mailbox. You must tell us immediately if you change your nominated email address.

- h. If you close an account for which you are receiving electronic Statements and Notices we will send your last statement of account and any other legal notice to your last known residential or postal address.
- i. If your access to internet banking is cancelled you will no longer be able to receive electronic Statements and Notices on an account and we will send Statements and Notices to your last known residential or postal address.
- j. Even if you have nominated to receive electronic Statements and Notices we may send Statements and Notices to your last known residential or postal address where we are:
  - required to by law; or
  - unable to send the Statement or Notice to you electronically for any reason.

**Other Account Communications.**

- k. In our discretion, we may send other communications in relation to your account by electronic communication.

## **15 BPAY View**

### **15.1 Registration for BPAY View.**

You need to register in order to use BPAY View. You can register on our website.

### **15.2 If you register for BPAY View.**

If you register for BPAY View you:

- a. agree to our disclosing to Billers nominated by you:
  - i. such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
  - ii. that an event in condition 15.3 (b), (c), (d), (e) or (f) has occurred.
- b. agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our website and any link to a bill or statement.

- c. state that where you register to receive a bill or statement electronically through BPAY View, you are entitled to receive that bill or statement from the applicable Biller.
- d. agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. For the purposes of this condition we are the agent for each Biller nominated by you under (a) above.

### **15.3 Paper bills and statements.**

You may receive paper bills and statements from a Biller instead of electronic bills and statements:

- a. at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- b. if you or a Biller de-register from BPAY View;
- c. where notification of a bill is provided to you by email, if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- d. where notification of a bill is provided to you by email, if your email address is incorrect or cannot be found and your email is returned to us undelivered;
- e. if we are aware that you are unable to access your email or our website or a link to a bill or statement for any reason;
- f. if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for an extended period.

### **15.4 When you receive electronic bills or statements.**

You agree that when using BPAY View:

- a. if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
  - when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and

- at the email address nominated by you;
- b. if you receive notification on our website without an email then that bill or statement is received by you:
  - when a notification is posted on our website, whether or not you choose to access our website; and
  - at our website;
- c. bills and statements delivered to you remain accessible through our website for the period determined by the Biller up to a maximum of 24 months, after which they will be deleted, whether paid or not;
- d. you will contact the Biller direct if you have any queries in relation to bills or statements.

### **15.5 Your responsibility to check our website and your email.**

You must:

- a. check our website and your emails at least weekly;
- b. tell us if your contact details (including email address) change;
- c. tell us if you are unable to access our website or your email or a link to a bill or statement for any reason; and
- d. ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available).

### **15.6 BPAY View billing errors.**

A BPAY View billing error means any of the following:

- failure to give you a bill (other than because you failed to view an available bill);
- failure to give you a bill on time (other than because you failed to view an available bill on time);
- giving a bill to the wrong person;
- giving a bill with incorrect details; or
- giving you a bill after you have unsuccessfully attempted to deregister from using BPAY View.

### **15.7 If a BPAY View billing error occurs.**

You agree that if a BPAY View billing error occurs:

- a. you must immediately upon becoming aware of the error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and
- b. the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment and as a result of the billing error.

### **15.8 When you are responsible for a BPAY View billing error.**

You agree that for the purposes of this condition you are responsible for a billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

## **16 Your obligations**

### **16.1 You are responsible for your own equipment.**

To the extent permitted by these terms, we are not responsible for the provision, repairs, or any fees, costs, or charges whatsoever relating to equipment required to enable, facilitate or assist access to any service or any use of that equipment.

### **16.2 Giving us accurate instructions.**

It is your responsibility to ensure that your instructions, including the amount you wish to pay, and the details of the account from which, and the account or biller to which, a payment is to be made are correct. If you give us incorrect instructions, your payment may be paid to the wrong biller or account, the wrong amount may be paid, the wrong account may be debited or the payment may not be made at all.

### 16.3 Transaction errors.

- a. You should tell us immediately if:
  - you did not authorise a transaction that has been made on your account (condition 18.3 has more information on unauthorised BPAY);
  - you become aware of any delays in processing your instructions;
  - you think that you have been fraudulently induced to make a BPAY; or
  - you think that you may have made a mistake when instructing us to make a BPAY using a service (except where you make an underpayment) or if some other mistake has been made in processing your instructions.
- b. The longer the delay between when you tell us of the error and the date of your BPAY, the more difficult it may be to perform the error correction. For example, we or the applicable biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the biller to correct the error.
- c. If you have made an underpayment, you can make another BPAY for the amount of that underpayment. Otherwise, we will attempt to remedy any such errors or problems in accordance with these terms.
- d. If you tell us that a BPAY made from your account was not authorised by you, we are not obliged to investigate or rectify the BPAY unless you give us your written consent, addressed to the biller who received the BPAY, consenting to us obtaining information from the biller about your account with that biller or the BPAY (including your customer reference number and such other information we reasonably require to investigate the BPAY).

## **16.4 Change of details.**

In order for us to be able to maintain accurate records (and so we can advise you of any changes to these terms) you must tell us as soon as there is a change to your name, address (including a residential, postal or email address) or mobile phone number. If you change your address and you do not tell us, we can still give you notice by writing to your previous address. If you change your mobile phone number and do not tell us you may not receive notification of your SMS authentication code.

## **16.5 Additional things you must not do.**

You agree not to:

- a. send or discuss your codes (including your access code, card PIN, password, customer ID, mobile app PIN or SMS authentication code) to anybody other than us and not to record or store your codes anywhere (including in your computer or mobile phone) but to instead commit it to memory;
- b. permit any other person to use your codes to access a service;
- c. use the service for any activities which may breach any laws, infringe a third party's rights, or breach any standards or codes released by any relevant authority;
- d. use the service in a way which interferes with its legitimate use by others or defames, harasses, menaces, restricts or inhibits any other user or person; or
- e. use internet banking to send unsolicited or unwelcome electronic mail messages to anyone.

## **17 Liability for unauthorised transactions**

### **17.1 When this condition applies.**

This condition deals with liability for EFT transactions that are not authorised by you. These EFT transactions are called 'unauthorised transactions'. They do not include any EFT transactions carried out by you or by someone else with your knowledge and consent.

**Warning** – If the security of the services is compromised (for example, if your codes are lost or stolen), the services may be used to make unauthorised transactions on your accounts (including any line of credit we have made available to you).

## **17.2 No liability.**

You will not be liable for losses incurred or suffered by you that:

- a. are caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants or their agents or employees;
- b. relate to any forged, faulty, expired or cancelled part of the services (for example, a cancelled access code);
- c. arise from EFT transactions that require the use of your codes that occur before you have received that code or codes (including a reissued code);
- d. result from the same EFT transaction being incorrectly debited more than once to the same account;
- e. result from an unauthorised transaction that occurs after you have notified us that the security of a code has been breached; or
- f. result from an unauthorised transaction if it is clear that you have not contributed to the losses.

## **17.3 When you will have limited liability.**

If it is not clear whether you have contributed to the loss caused by an unauthorised transaction, the amount of your liability arising from the unauthorised transaction (where a code was required to perform the transaction) will be limited to the least of:

- a. \$150;
- b. the actual loss at the time we are notified that the security of a code has been breached (but not that portion of the loss incurred on any one day that exceeds the daily transaction limit or other periodic limit (if any)); or

- c. the balance of the account, including any pre-arranged credit, from which value was transferred in the unauthorised transaction.

#### **17.4 When you will be liable.**

If we can prove on the balance of probability that you contributed to the loss arising from the unauthorised transaction:

- through your fraud;
- by voluntarily disclosing one or more of the codes to anyone, including a family member or friend;
- by indicating one or more of your codes on your card; or
- if you have a card, by keeping a record of one or more of your codes (without making a reasonable attempt to protect the security of your codes records) on one article, or on several articles, which are either carried with your card or liable to loss or theft together with the card;
- by keeping a record of all of your codes without making a reasonable attempt to protect the security of that record(s) on the one article, or on several articles, so that the codes may be lost or stolen at the same time (but only in relation to an unauthorised transaction made using a service where a card is not required to use that service);
- by keeping a record of one or more of your codes on your mobile phone or other mobile device or on one article or several articles, which are either carried with your mobile phone or other mobile device or liable to loss or theft together with your mobile phone or other mobile device;
- by using your birth date or an alphabetic code which is a recognisable part of your name, as a code and you have been warned by us against doing so; or
- by acting with extreme carelessness in failing to protect the security of your codes in any other way,

you are liable for the actual losses which occur before we are notified that the security of your codes had been breached, except for:

- that part of the losses incurred on any one day which is more than the applicable daily transaction limit (if any);
- that part of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;
- that part of the total losses incurred on an account which is more than the balance of the account (including any prearranged credit);
- losses incurred on any accounts which we have not agreed with you could be accessed using the services;
- losses incurred as a result of conduct that we expressly authorised you to engage in; or
- losses incurred as a result of you disclosing, recording or storing an access code in a way that is required or recommended by us for the purposes of you using an account access service expressly or impliedly promoted, endorsed or authorised by us.

Where you have voluntarily disclosed, or kept a record of, one or more of your codes, but not all of the codes required to use a service, you are liable under this condition if we can also prove, on the balance of probabilities, that such action was the dominant contributing cause of the loss.

### **Warning – Account Aggregation Services**

Some companies provide account aggregation services that allow you to view account information from different institutions on the one webpage. To use an account aggregation service, you are usually required to give the service provider your account details and your codes. We do not endorse, promote or authorise the use of account aggregation services, other than any which we might offer from time to time, in connection with your account(s) or a service. Please remember that if you break your promise to us not to disclose your codes to another person, you will be liable for any EFT transactions on your account(s) made using your codes.

### **17.5 Liability for unreasonably delaying notification.**

If we can prove on the balance of probability that you have contributed to a loss caused by an unauthorised transaction by unreasonably delaying notification that:

- your card has been lost, stolen or misused after you become aware of that fact; or
- the security of your codes has been compromised after you become aware of the loss, theft or breach,

you will be liable to us for the actual losses incurred between the time you first became aware of any of the events described above (or should have become aware in the case of a lost or stolen card) and the time we are actually notified of the relevant event, except for:

- that part of the losses incurred on any one day which is more than the applicable daily transaction limit;
- that part of the losses incurred in a period that exceeds any other periodic transaction limit(s) that apply to that period;
- that part of the total losses incurred on an account which is more than the balance of the account (including any prearranged credit); and
- all losses incurred on any accounts that we had not agreed with you could be accessed using the services.

### **17.6 Liability caused by equipment malfunctions.**

We are responsible to you for any loss caused by a failure of an EFT institution's equipment to complete a transaction accepted by an EFT institution's equipment in accordance with your instructions.

However, if you were aware, or should have been aware, that the EFT institution's equipment was unavailable for use or malfunctioning, our responsibility will be limited to correcting errors in the account and refunding any charges or fees imposed as a result.

### **17.7 Unauthorised transactions on a card account.**

Where there is an unauthorised transaction on a card account, we will not hold you liable for losses under this condition 17 for an amount greater than the liability you would have to us if we had exercised our rights (if any) under the card scheme at the time the complaint was made against other parties to that scheme.

### **17.8 Liability where you stop, pause or reactivate your card.**

Where you have used the card management function in internet banking to stop or pause a card you will not be liable for transactions performed on the card after you do this. However, if you reactivate a paused card then you will be liable for transactions performed on the card in accordance with these terms and conditions after the card has been reactivated.

## **18 Liability under the BPAY Scheme**

### **18.1 When this condition applies.**

This condition applies where you have used a service to make a BPAY. It applies in addition to conditions 17 and 19. This condition does not apply to the extent that it is inconsistent with, or contrary to, any applicable law or code of practice that we subscribe to (including the ePayments code). If those laws or that code would make all or part of this condition illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this condition is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

### **18.2 Our liability.**

We will not be liable for your use of the BPAY Scheme except as set out in these terms.

### **18.3 Unauthorised payments.**

If a BPAY is made in accordance with instructions that appeared to us to be from you, or given on your behalf but for which you did not give authority, we will credit your account with the amount of that BPAY.

However, you must pay us the amount of that unauthorised BPAY if:

- a. we cannot recover that amount from the person who received it within 20 banking business days of us trying to do so; and
- b. the BPAY was made as a result of instructions that did not comply with our prescribed security procedures (for example, our security procedures in relation to access codes).

### **18.4 Payments induced by fraud.**

This condition 18.4 does not apply where condition 18.3 applies to your BPAY. If a BPAY is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the BPAY.

However, if that person does not refund you the amount of the BPAY, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the BPAY.

### **18.5 Limited Liability.**

If you are liable for:

- a. an unauthorised payment under condition 18.3; or
- b. a fraudulent payment under condition 18.4; or
- c. a BPAY View billing error under condition 15.7, and the ePayments Code applies, then your liability is limited to the lesser of:
- d. the amount of that unauthorised or fraudulent payment; and
- e. the limit (if any) of your liability set out in condition 17.

If condition 18.5 (e) applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment or BPAY View billing error.

### **18.6 No refund or chargeback rights.**

Except as set out in condition 9.1, 18.3, 18.4 and 18.5, a BPAY is irrevocable. No refunds will be provided through the BPAY Scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller. Even where your BPAY payment was made from your card account, no refunds or 'chargeback' rights are available under the BPAY Scheme.

### **18.7 You indemnify us.**

You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you acted negligently or fraudulently in connection with these terms.

### **18.8 Consequential damages.**

We are not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

## **18A Mistaken internet payments**

### **18A.1**

To report a mistaken internet payment you may contact us on **13 15 63**, Monday to Friday 8am to 8pm and Saturday 9am to 5pm (Melbourne time). When you report a mistaken internet payment to us you also consent to us disclosing this information to other financial institutions in order to request the return of your funds.

## 18A.2

If you report a mistaken internet payment to us and provide information that will allow us to determine whether a mistaken internet payment has occurred what will happen depends on when you report the mistaken internet payment to us:

- a. Report within 10 business days of making the payment: If we and the other financial institution are satisfied that a mistaken internet payment has occurred and there are sufficient credit funds available in the account of the unintended recipient the other financial institution must return the funds to us within 5 to 10 business days of receiving our request. The unintended recipient's account will be debited without their consent. We will then return the funds to you as soon as practicable.
- b. Report between 10 business days and 7 months of making the payment: If we are satisfied that a mistaken internet payment has occurred and there are sufficient credit funds available in the account of the unintended recipient the other financial institution must complete its investigation into the reported mistaken internet payment within 10 business days of receiving our request, and if it is satisfied that a mistaken internet payment has occurred it must:
  - prevent the unintended recipient from withdrawing the funds for a further 10 business days, and
  - notify the unintended recipient that it will withdraw the funds from their account, if they do not establish that they are entitled to them within this 10 business day period

If the unintended recipient does not establish that they are entitled to the funds within this 10 business day period then the other financial institution will debit the unintended recipient's account without their consent and must return the funds to us within a further 2 business days. We will then return the funds to you as soon as practicable.

- c. Report after 7 months of making the payment: If we and the other financial institution are satisfied that a mistaken internet payment has occurred and there are sufficient credit funds available in the account of the unintended recipient the other financial institution must seek the consent of the unintended recipient to return the funds mistakenly paid. If the unintended recipient consents the other financial institution will debit the account of the unintended recipient and must return the funds to us. We will then return the funds to you as soon as practicable.
- d. Report at any time but the other financial institution is not satisfied: If after any request the other financial institution is not satisfied that a mistaken internet payment has occurred but there are sufficient credit funds available in the account of the unintended recipient the other financial institution may seek the consent of the unintended recipient to return the funds. Following the unintended recipient's consent and the withdrawal of the funds from their account then upon receipt of such funds we will return these funds to you as soon as practicable.
- e. Report at any time but insufficient credit funds: If we and the other financial institution are satisfied that a mistaken internet payment has occurred but there are insufficient credit funds available in the account of the unintended recipient to the full value of the mistaken internet payment the other financial institution must use reasonable endeavours to retrieve the funds from the unintended recipient (eg. by facilitating repayments in instalments).

You are liable for any losses arising from your mistaken internet payment.

### **18A.3**

If we are not satisfied that a mistaken internet payment has occurred we are not required to take any further action.

#### **18A.4**

We will notify you in writing of the outcome of the reported mistaken internet payment within 30 business days of the day on which the report was made.

#### **18A.5**

You may complain to us if you are not satisfied with how your mistaken internet payment report was dealt with or that timeframes as outlined in this condition were not complied with.

#### **18A.6**

If you are the unintended recipient of a mistaken internet payment and are therefore not entitled to those funds, you should notify us promptly and the procedures outlined in this condition will apply, if we receive a request for the return of funds from another financial institution. As unintended recipient you may be liable for losses suffered by a third party where you receive funds into your account as a result of a mistaken internet payment and you do not return the funds.

### **19 Where we are not liable for EFT transactions**

- a. You are responsible for any EFT transactions carried out by you or by anyone else with your knowledge and consent. We are not liable for these transactions.
- b. We are not liable for the refusal of any merchant to accept payment through a service and, to the extent permitted by law, we are not responsible for the goods and services supplied by a merchant. Any complaints concerning the goods and services must be resolved with the merchant.
- c. Subject to condition 17.6, we are not liable if any approved terminal or merchant does not accept your card.

## **20 Changes to the services**

### **20.1 Changes to services.**

You acknowledge and agree that we can (at any time) add, change, remove or amend any of the functions or usages of any service without notice to you.

### **20.2 Changes to these terms.**

- a. Subject to the requirement to give you notice in accordance with these terms, we may change these terms at any time. The circumstances in which we may change these terms include to comply with changes in the law, because of changes in the operation of any of the Services or BPAY, because of changes in our systems or for security reasons.
- b. We will give you 20 days advance written notice (or such longer period required by legislation) of any change that:
  - imposes or increases a charge relating solely to the use of the services, or the issue of an additional or replacement service;
  - increases your liability for losses relating to EFT transactions; or
  - imposes, removes or adjusts a daily or other periodic transaction limit applicable to the use of the services or an account.
- c. We will give you advance notice (sufficient to satisfy any applicable legislative requirements) of other changes by:
  - notice on or with your statement of account;
  - other notice in writing;
  - press advertisement; or
  - any other way that we can legally give you such notice.
- d. We do not have to give you advance notice where an immediate change to these terms is necessary to restore or maintain the security of our systems or the accounts.

## **21 Resolving errors or complaints**

### **21.1 What you should do.**

- a. If you have a complaint or believe that an error or unauthorised transaction has been made on your account, you must notify us immediately by contacting us on **13 15 63**, Monday to Friday 8am to 8pm and Saturday 9am to 5pm (Melbourne time).
- b. It is essential that you give us all the information that you have to help us resolve your concern. You agree that, when you contact us, you will provide us with all relevant information that we require.
- c. If we cannot resolve your concerns at this stage, we will ask you to send us your complaint in writing to:  
Customer Relations Manager  
ME  
Reply Paid 1345  
Melbourne VIC 8060

### **21.2 What we will do.**

- a. 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.
- b. 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;
  - provide you with monthly updates on the progress of the investigation; and
  - inform you of a date when a decision can be reasonably expected.

However we do not need to do this if we are waiting for your response to a request from us.

- c. 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.
- d. Where our investigation shows that your account has been incorrectly debited or credited, we will promptly adjust your 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.
- e. Where our investigation shows that your 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.
- f. If you are still not satisfied after this review, you may wish to contact the Financial Ombudsman Service (FOS) Australia.

## **22 Suspension or termination**

### **22.1 You may cancel your access to services.**

You may cancel your access to any or all of the services without need to express a reason by providing written notice to us.

There is no requisite notice period for any such termination, and termination may be immediate. If you cancel your access effective immediately, your customer ID and access code, card and card PIN or password (depending on the service) will be cancelled as soon as we receive the written notice.

### **22.2 We may cancel or suspend your access to a service.**

We may suspend or terminate your right to access a service, a particular account through a service or the BPAY Scheme at any time. We will only do this:

- a. if we suspect that you, or someone acting on your behalf, is being fraudulent;

- b. if a service is being misused or used inappropriately by you or another person acting on your behalf;
- c. if we believe the customer ID, access code, mobile app PIN, card, card PIN or password is being misused or is likely to be misused;
- d. for reasons of security or quality of a service;
- e. to prevent loss to you or us;
- f. if we believe you gave us false or misleading information to open your account, to gain access to a service or to link your account to a service;
- g. if you are in default under any of your accounts with us;
- h. your account(s) are closed;
- i. if we believe that your account or your right to access the service has been or is being used to further a crime;
- j. if you have a joint account, we become aware that you or your joint account holder are in dispute; or
- k. we become aware that the sole account holder has died.

We can do this without sending you notice. Cancellation or suspension may be immediate.

### **22.3 What you must do if a service is cancelled or suspended.**

If your access to a service is cancelled, either by you or us, or suspended by us, you must immediately cease to use that service. If your access to a service is cancelled and you have given us a standing instruction or other instructions through that service that have not been processed (for example, a future dated payment), those instructions will not be processed.

In this case, you should arrange for those payments to be made in some other way. If, as part of cancelling your service, we tell you that your card is cancelled, you must immediately destroy the card by cutting it into four pieces and through the black magnetic strip on the back of the card.

## 23 Privacy

- a. In addition to condition 15.2, if you register to use the BPAY Scheme, you agree to us disclosing to billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) and any agent appointed by it from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:
  - such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for, or use of, the BPAY Scheme; and
  - such of your transactional information as is necessary to process your BPAY and your use of BPAY View. Your BPAY information will be disclosed by BPAY Pty Ltd, through its agent, to the biller's financial institution and your information necessary to process your use of BPAY View will be disclosed by BPAY Pty Ltd, through its agent, to the Biller; and
  - that an event in condition 15.3 (b), (c), (d), (e) or (f) has occurred.
- b. You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information referred to in condition 23 (a) to all other participants in the BPAY Scheme, as necessary.
- c. You can request access to your information held by us in accordance with the ME Privacy and Credit Reporting Policy, or held by BPAY Pty Ltd or its agent, Cardlink Services Limited. Their details are:
  - BPAY Pty Ltd  
Level 9, 20 Berry Street  
North Sydney NSW 2055  
Phone (02) 9922 3511
  - Cardlink Services Limited  
ABN 60 003 311 644  
Park Road, corner of South Parade  
Auburn NSW 2144  
Phone (02) 9646 9222

- d. If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY or for you to use BPAY View.
- e. You agree that we may also, from time to time, disclose to other persons information about the use of your card where that disclosure is necessary for the administration and security of our system or the account.

## **24 General**

### **24.1 Written notice from you.**

Whenever these terms require notice to be given by you to us in writing, you must give us that notice by posting it to:

ME  
GPO Box 1345  
Melbourne VIC 3001

### **24.2 Non-business days.**

If we are required to do anything (including processing any transaction) on a day that is not a business day, we may do it on the next business day.



Members Equity Bank Limited  
ABN 56 070 887 679  
AFSL and Australian Credit Licence 229500  
ME0003/20/1016/215236

**holaaaaaa!**  
mebank.com.au  
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