

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

– said no one, ever.



Term deposit.
Terms & conditions.

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Part A – general terms and conditions.

1 Purpose of this booklet.

1.1 This booklet contains the terms and conditions and general information for the ME Term Deposit. When you open an account with us, your agreement with us in relation to your account includes:

- your application;
- the Confirmation Letter we send you when we open your account and when your term deposit is reinvested for a new term;
- this booklet;
- our Electronic Access Terms and Conditions; and
- Your Deposit Accounts Fees and Charges guide.

We recommend that you read this booklet carefully and keep it for future reference.

If you have any questions, or would like more information about your account, please call us on **13 15 63** or visit us at **mebank.com.au**

1.2 The relevant provisions of the Banking Code of Practice apply to your account. A copy of that Code is available on our website, or you can call us and we will send you a hard copy for free. Information about the current fees, charges and interest rate(s) that apply to your account, at any time, is available from us on request.

2 Meaning of words used.

Definitions

2.1 In these terms and conditions, unless the context requires otherwise:

account means your ME Term Deposit;

business day means a week day except a public holiday in Melbourne;

Direct Debit Request means any direct debit request you have provided to us in a form acceptable to us and which is subject to the terms of our Direct Debit Request Service Agreement set out in Part B of this booklet, authorising us on your instructions to draw on your nominated account;

Electronic Access Terms and Conditions means the ME Electronic Access Terms and Conditions that apply to your use of internet banking, and operator assisted banking;

Early Withdrawal Interest Adjustment is the interest adjustment specified in our Deposit Accounts Fees and Charges guide;

in credit means when any account you hold with us is not in debit (see definition below);

in debit means when any account you hold with us is overdrawn (e.g. if you withdraw or transfer an amount that is greater than your account balance from your account) or otherwise in debit (e.g. if it is a loan account);

Interest Rate means the fixed interest rate that applies to your account until maturity;

internet banking means our internet banking service described in the Electronic Access Terms and Conditions;

nominated account means the account you have nominated as your nominated account including in your application form or in a Direct Debit Request;

operator assisted banking means our operator assisted banking service described in the Electronic Access Terms and Conditions;

this agreement includes your application, the confirmation letter we send you when we open your account and when your term deposit is reinvested for a new term, this booklet, the Electronic Access Terms and Conditions and our Deposit Accounts Fees and Charges guide;

we, us, our and **ME** means ME Bank – a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian Credit Licence Number 244616; and

you and **your** means the person or persons in whose name the account is held and includes your successors and assigns.

Interpreting this agreement

2.2 When interpreting this agreement:

- headings are only for convenience and do not affect interpretation;
- a word or expression indicating the singular indicates the plural, and the other way around;
- examples are descriptive only and are not exhaustive;
- the words 'includes' and 'including' are not words of limitation; and
- a reference to any document that is part of this agreement includes a reference to all amendments, supplements and replacements of that document.

3 Opening an account.

How to open an account

3.1 To open your account you must give us:

- a completed application, including:
 - a completed Direct Debit Request;
 - details of the term you have selected (maximum term of 60 months); and
 - the amount of your opening deposit (see clause 3.6 for minimum deposit);

- the opening deposit (see clause 3.6 for minimum deposit):
 - by authorising a direct debit; or
 - otherwise by arranging for a direct credit (if available) using the details we provide to you for the amount of your opening deposit; and
 - any other documents or information we ask for.
- 3.2 You are not required by law to provide your Tax File Number to us if you do not wish to do so. However, if you (or your joint account holder) do not provide us with your Tax File Number or details of any applicable exemption, we will be obliged to deduct tax from interest earned on your account at the highest marginal rate plus the Medicare levy.
- 3.3 If you, or your joint account holder, are a non-resident (or become a non-resident) for tax purposes, then you (or your joint account holder, whoever is the non-resident) are required to provide us with your (or your joint account holder's) country of residence for tax purposes. If this information is not provided to us, we will be obliged to deduct tax from interest earned on your account at the highest marginal rate plus the Medicare levy.
- 3.4 If we accept your application, we will:
- notify you of our acceptance; and
 - credit the amount you specify on the day we open the account, in the case of the opening deposit being made by direct debit; or
 - credit the amount you specify on the day that we receive the funds, in the case of the opening deposit being made by direct credit.

Funds must be received by ME within

three business days of your application. Otherwise, a different Interest Rate may apply to your account.

Eligibility

- 3.5 To open an account you must be:
- at least 12 years old;
 - an Australian citizen, an Australian permanent resident or an Australian resident for taxation purposes with an Australian residential address; and
 - an individual opening and using an account in your personal capacity and for personal use (you cannot open or use an account for business or trustee purposes).
- 3.6 You must:
- deposit a minimum of \$5,000 as your opening deposit; and
 - maintain a minimum account balance of \$5,000 at all times.
- 3.7 You may open a joint account together with one other joint account holder. Pursuant to clause 4, such an account is an 'either to operate' account.

Nominated account

- 3.8 To open and use your account, you must nominate an account with an Australian financial institution (including us). Your nominated account must be in your name or, where your account is held jointly, in the name of the joint account holders. You may only have one nominated account linked to your account at any one time.
- 3.9 Your nominated account is the account:
- from which we will transfer money, if you instruct us to make a deposit to your term deposit account; and

- to which we will transfer money, if instructed to withdraw money from your term deposit account.

3.10 You may change your nominated account or details of your nominated account by contacting ME and notifying us of the changes and, where necessary, giving ME a new Direct Debit Request or agreeing to update the existing Direct Debit Request with the new nominated account details. For a change to be effective, you must give us at least two business days' prior notice. Your new nominated account or requested changes will not take effect until verified by us.

Electronic Access Terms and Conditions

3.11 Please note that these terms and conditions do not contain all of the terms and conditions of your account. The Electronic Access Terms and Conditions set out the requirements for your use of the services that are available on your account using internet banking and operator assisted banking.

You will need to be registered before using internet banking (see the Electronic Access Terms and Conditions for details). However, if you are an existing customer and have already registered to use the services that are available on your account, you will not need to re-register before using those services. If there is any inconsistency between a provision of this booklet and a provision of the Electronic Access Terms and Conditions, the provision of the Electronic Access Terms and Conditions will prevail.

4 Joint accounts.

Liability is individual and joint

4.1 If you have a joint account we may act on the instructions of any one joint account holder (unless either joint account holder asks us to change the authority so that both have to give future instructions).

- 4.2 We may, acting reasonably, make other exceptions to clause 4.1 and require both account holders to authorise an instruction.
- 4.3 If you have a joint account, you are both individually and jointly liable with your other joint account holder for any amount owing to us in relation to your account. This means that we can ask you (or your joint account holder) for the whole of the amount owing to us.
- 4.4 Subject to clause 4.5, if you and your joint account holder, if relevant, hold another account with us and that account is overdrawn and in debit, at the maturity of a term or the time of an early withdrawal requested by you, we may transfer money from your account to repay the overdrawn debit balance. We do not need to notify you before we do this. If we do not notify you before we do so, we will promptly tell you after we have done so.
- 4.5 If the other account relates to any amount owing under a loan that is regulated by the National Credit Code, we may not combine your account with the other account:
- while we are actively considering the account holder's financial situation under either paragraph 167 of the Banking Code of Practice or under the hardship provisions of the National Credit Code; or
 - while the account holder is complying with an arrangement they have made with us after we have considered their financial situation; or
 - if doing so breaches the Code of Operation: Recovery of Debts from Department of Human Services Income Support Payments or Department of Veterans' Affairs Payments.

Death of a joint account holder

4.6 If one joint account holder dies:

- we treat the balance of the account as owned by the other living account holder and they may continue to operate on the account; and
- we may close the account no later than the maturity date, depending on the surviving account holder's instructions.

If the nominated account is in the name (including joint names) of the deceased account holder, we will require a new Change of Term Deposit Details form, setting out a new nominated account in the surviving account holder's sole name or evidence that satisfies us, acting reasonably, that the surviving account holder has also become the sole account holder of the nominated account before we can transfer funds from the account.

5 Transacting on your account.

Maturity

5.1 Subject to clause 4.4 and 13.2, at the maturity of a term, we will:

- repay all of your term deposit by transferring funds to your nominated account;
- repay some of your term deposit by transferring funds to your nominated account and reinvest the remainder of your term deposit for a new term;
- reinvest your term deposit for a new term with additional funds by debiting your nominated account if you have given us a current Direct Debit Request; or
- reinvest your term deposit for a new term without additional funds,

in accordance with your maturity instructions.

Clause 13.2 describes what happens in relation to your term deposit if access to your account is blocked at the maturity of a term.

5.2 Maturity instructions can be provided when applying for your term deposit. We will write to you approximately ten business days prior to the maturity of your term deposit to obtain your maturity instructions.

5.3 If you do not provide maturity instructions at least two business days prior to the maturity of your term deposit, we will reinvest your term deposit on the maturity date:

- for a new term of the same length as the term that has ended;
- at the interest rate applicable on the maturity date for a deposit of that term and amount with the same interest payment frequency; and
- otherwise on the same terms and conditions as amended by us in accordance with this agreement.

These details will be confirmed in the Confirmation Letter we send you once your term deposit matures and is reinvested. The interest rate on reinvestment may be higher or lower than your current rate.

5.4 Your term deposit will mature on the day specified in the confirmation letter given to you at the commencement of the term even if that day is not a business day.

5.5 You can change your instructions as to whether at maturity all or part of your term deposit automatically reinvests for a new term or all or part of your term deposit is withdrawn to your nominated account by contacting us.

For a change to be effective, you must give us at least two business days' prior notice.

If your funds are reinvested at maturity this creates a new account and is not an extension of your previous term deposit account. This new account is governed by these terms and conditions (as amended by us in accordance with this agreement), and

the applicable Interest Rate is the rate that applies to ME Term Deposits on the date of reinvestment.

Other conditions of transacting

- 5.6 Once you have opened your account under clause 3.1, you may only make a further deposit at maturity under clause 5.1.
- 5.7 If, in accordance with this agreement, you withdraw money we will generally transfer the funds to your nominated account by the next business day. If your nominated account is with another financial institution, you may experience additional delay before the amount becomes available to you.
- 5.8 Interest does not accrue between the time we pay funds out of the account and the time the funds are credited to the nominated account.
- 5.9 We will only accept deposits and withdrawals made in Australian dollars.
- 5.10 You cannot make deposits in cash.
- 5.11 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.

6 Account must not be in debit.

- 6.1 You must ensure that your account is in credit at all times and does not become in debit. If your account does go into debit at any time, you must immediately pay us the amount necessary to bring your account back in credit.
- 6.2 If your account is in debit at any time, we may transfer an amount from your nominated account or another account which you or any other joint account holder holds with us as necessary to bring your account in credit. If any other account you hold with us is in debit (whether or not this account is a joint account), we may transfer money from your account as necessary to

bring that account in credit. We are not liable for any loss you may suffer as a result.

7 Fees and charges.

Our fees and charges

- 7.1 Any bank fees that are payable on this account are specified in our Deposit Accounts Fees and Charges guide current as at the date we open your account and on the date your account is reinvested (if applicable). A copy of our current Deposit Accounts Fees and Charges guide is provided to you when you open your account. The Deposit Accounts Fees and Charges guide is available at any time by calling us or visiting us at **mebank.com.au**

Government charges or duties

- 7.2 Any government fees or charges (e.g. any duties for account activity) will be deducted from your account or interest earned on your account.

At the date of these terms and conditions there are no government fees or charges associated with your account.

However, the government in the state or territory in which you live may introduce charges in the future. You can obtain details of current government charges (if any) by calling us.

8 Interest.

Interest rates

- 8.1 Our interest rates may vary according to:
- the term, the amount and the interest payment frequency of your term deposit.

The Interest Rate is fixed for the term you select until the maturity of that term. Indicative interest rates for the account are available by:

- visiting us at **mebank.com.au**; or
- calling us.

8.2 Please note that any Interest Rate quoted by us under clause 8.1 is indicative only. Subject to clause 3.4, the actual Interest Rate that applies to your account will be set on the day we receive your properly completed application, together with any relevant documentation we reasonably ask you to provide, and provided to you. The Interest Rate is based on your term, the amount and the interest payment frequency of your term deposit. The Interest Rate is included in the confirmation we send you once we open your account.

Calculating and crediting interest

8.3 Interest starts on the day your account is opened under clause 3 and is calculated daily by applying the Interest Rate to the closing balance of your account on that day as follows:

$$\frac{\text{Daily closing balance} \times \text{Interest Rate}}{\text{(as a percentage per annum)}} \\ 365$$

8.4 If your term deposit is for less than 12 months you can select a monthly interest payment frequency on selected terms. We will credit interest at the selected interest payment frequency and at the maturity of the term.

8.5 If the account is for a term of more than 12 months you can select a monthly or yearly interest payment frequency. We will credit interest at the selected interest payment frequency and at the maturity of the term.

8.6 Interest is credited to your nominated account. Where your nominated account is with another financial institution, interest will not be paid to that financial institution until the next business day. You may experience additional delay before the amount becomes available to you.

8.7 All amounts credited to your account are included in the closing balance of your account and earn interest, whether or not these amounts have been cleared by us. If a deposit to your account is subsequently dishonoured, any interest earned on the dishonoured deposit will be reversed. If the dishonoured deposit was the only deposit to your account, your account may be closed under clause 12.6.

9 Statements.

9.1 We will issue you with account statements if and when required by law and the Banking Code of Practice. If we are not required to provide you with account statements by law or the Banking Code of Practice, transactions will be confirmed in writing or by another manner allowed by law.

10 Changes to terms and conditions.

Notice

10.1 We may change any of these terms and conditions in the ways described in this clause by giving notice to you. In particular, we may:

- vary the method of calculating interest;
- vary the frequency of crediting interest;
- increase a fee or charge to recover our cost of providing any additional service or functionality which you choose to use or to recover additional costs imposed upon us; or
- make any other change we see fit.

However, any changes we make that increase the fees and charges payable by you or otherwise decrease the overall return to you in respect of your term deposit will not take effect in relation to your term deposit until your term deposit next matures and is reinvested after we give you notice of the change.

- 10.2 We will give you at least 30 days' prior notice of any change that is unfavourable to you, unless it's a change to, or introduction of, a government charge that you pay directly, or indirectly, in relation to your account. We may notify you of any other change on or before the day on which the change takes effect. You agree that we may give you notice by writing to you, advertising in a national newspaper or giving you or publishing notice in another manner allowed by law and any applicable code of practice. If we believe a change may increase your obligations or reduce your entitlements, as part of the change, we may choose to allow you a period of time to close your account without the application of any Early Withdrawal Interest Adjustment.
- 10.3 For joint accounts, we will send notice to all Account holders.

Change of name or address

- 10.4 You must tell us promptly if you change your name or address. If you change your address and you do not tell us, we will still give you notice by writing to your previous address.
- 10.5 If you change your name, you must also change the name of your nominated account to your new name and tell us the details of your new nominated account.

11 Resolving disputes.

- 11.1 If you believe an error or unauthorised transaction has been made on your account, or are dissatisfied with our products, services or staff, please contact us immediately. We'll acknowledge your complaint promptly. We may ask you to put it in writing to:
- ME Customer Relations Manager
- by mail: ME, Reply Paid 1345, Melbourne VIC 8060; or
 - by secure email via internet banking.

- 11.2 We'll provide you with a written response within 30 days of receiving your complaint, except where:
- by the end of the fifth business day after receiving it we've resolved it to your satisfaction (unless you request a written response) or, if we can take no further action to reasonably address it, we've given you an explanation and/or apology; or
 - there's no reasonable opportunity for us to provide the response within 30 days because resolution of your complaint is particularly complex and/or circumstances beyond our control are causing complaint management delays – but we'll then notify you within 30 days about the reasons for the delay and of your right to complain to the Australian Financial Complaints Authority (AFCA).
- 11.3 Our written response to a complaint will inform you of the outcome of your complaint and of your right to take it to AFCA.

12 Early withdrawal and closing your account.

Early withdrawal

- 12.1 You can only withdraw all of the funds from your account to your nominated account prior to the maturity date by giving us 31 days prior notice. If you have a need in the future to immediately withdraw funds from your term deposit other deposit products may be more suitable for you.
- 12.2 You can make an early withdrawal request by contacting us. Please note that partial withdrawals are not permitted. Your request will be processed upon receipt for accounts opened prior to 29 May 2016.
- For accounts opened on or after 29 May 2016:
- we will transfer funds to your nominated account 31 days after we receive

your request,

- if your request is received less than 31 days prior to the maturity date of your term deposit we will transfer funds on your maturity date,
- if you are suffering hardship (including in the circumstances described in clause 4.6) please contact us or provide details and we may allow withdrawal of funds on shorter notice.

12.3 Subject to clause 12.4, if you withdraw your term deposit prior to the maturity date, we will calculate an adjustment to the interest by applying the Early Withdrawal Interest Adjustment to your account. The interest you earn on your account is reduced by the amount we calculate. Depending upon the amount of interest already paid to you, you may be required to repay some of that interest. The adjustment will be made by a deduction to any unpaid interest otherwise due to you or, if that is not sufficient to cover the adjustment, by a deduction from the amount of your deposit. The balance will be transferred to your nominated account.

12.4 No Early Withdrawal Interest Adjustment will be applied if you contact us to withdraw funds within seven days after reinvesting your term deposit under clause 5.3.

Closing your account

12.5 We will close your account if you withdraw all of your cleared funds from your account in accordance with clause 12.1 or 12.2.

12.6 We may close your account without notice if:

- we are required to do so by law or in order to comply with our legal or other regulatory obligations;
- you don't provide us with information we reasonably require to verify your identity or the source of any funds deposited into the account or to otherwise comply with our legal obligations;

- you don't provide us with accurate and up to date Foreign Tax Residency Status information;
- you are no longer an Australian resident;
- we reasonably believe that:
 - doing so is necessary to prevent loss to you or us;
 - your account is being used in a manner that may result in loss to you or us;
 - there is fraudulent activity occurring in relation to your account;
 - your account is being operated in breach of these terms and conditions in a way that increases risk to you or us;
 - your use of the account or activities you undertake in connection with the account are at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams);
 - you provided us with false or misleading information when you opened your account which materially increases the risks we are exposed to in relation to you or your account and we would not have opened your account had the correct information been provided to us; or
 - your account is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/or references); or
- after your term deposit has matured, we are unable to contact you.

If we have not given you prior notice of our intention close your account, we will notify you as soon as possible after unless doing so is inconsistent with our legal obligations.

- 12.7 We may also decide not to allow your term deposit to reinvest and close your account at any maturity date without reason by giving you at least 31 days' prior written notice.
- 12.8 Before your account is closed, you must pay any amount you owe us (including any unauthorised overdrawn amount). You remain liable for all transactions or government charges made before or at the time of closing your account. On the date your account is closed, we will pay you any credit balance of the account plus interest by transferring that amount to your nominated account. If we close your account other than at maturity at your request, we will reduce the interest on your account in accordance with clause 12.3.
- 12.10 You can find out the amount that would be credited to your nominated account if your account was closed by contacting us.

13 Blocking your account.

- 13.1 We may block access to your account without notice if:
- we are required to do so by law or in order to comply with our legal or other regulatory obligations;
 - you don't provide us with information we reasonably require to verify your identity or the source of any funds deposited into the account or to otherwise comply with our legal obligations;
 - you don't provide us with accurate and up to date Foreign Tax Residency Status information;
 - you are no longer an Australian resident;
 - we reasonably believe that:
 - doing so is necessary to prevent loss to you or us;
 - your account is being used in a manner that may result in loss to you or us;

- there is fraudulent activity occurring in relation to your account;
- your account is being operated in breach of these terms and conditions in a way that increases risk to you or us;
- your use of the account or activities you undertake in connection with the account are at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams);
- you provided us with false or misleading information when you opened your account which materially increases the risks we are exposed to in relation to you or your account and we would not have opened your account had the correct information been provided to us; or
- your account is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/or references);
- you have a joint account and we become aware that you and your joint account holder are in dispute;
- if the account is a joint account and either joint account holder asks us to change the account authority so that you all have to approve any future withdrawals; or
- we become aware that the sole account holder has died.

13.2 This means that you (and your joint account holder, if you have a joint account) will not be able to make any withdrawals from your account and any maturity instructions you give or have given to us to repay any part of your term deposit to your nominated account at maturity will be suspended. If access to your account is blocked at maturity, in addition to being able to give us maturity instructions to reinvest part or all of your term deposit as set out in clause 5.1, you may instruct us to transfer some or all of your term deposit to another account you have or open with us in the same name that has also been or will also be blocked or restricted.

We will continue to pay interest on the credit balance in your account while access to it is blocked and, unless you have provided us with maturity instructions to reinvest your term deposit for a different term or transfer funds to another blocked account with us (see above), it will continue to be reinvested as set out in clause 5.3 at maturity. If you instruct us to transfer some or all of your term deposit to another account with us, whether interest is payable and, if so, the applicable interest rate will be determined by the terms and conditions that apply to that account.

We will only unblock access to your account or any account to which your term deposit has been transferred as set out above, as relevant, when we are satisfied (acting reasonably) that:

- we are permitted to do so by law;
- we have received authorisation to do so from all of you in a form acceptable to us; and
- the circumstances set out in clause 13.1 no longer apply or have otherwise been appropriately addressed.

13.3 We will act reasonably when blocking access to your account. We will tell you if we block access to your account and, where possible, we will tell you what you need to do for us to remove the block.

14 Unclaimed moneys.

14.1 If when your account is closed by us in accordance with clauses 12.5, 12.6 or 12.7 and we are unable to pay the balance to your nominated account in accordance with your instructions or clause 12.8, we may pay the credit balance of your account plus interest to a non-interest bearing account with us. Subject to clause 14.2, we will pay the credit balance of your account to you subject to receiving proof reasonably acceptable to us that you are entitled to the funds.

14.2 If, after the relevant period prescribed by law (currently, 7 years) from the date we closed your account under clause 14.1 you have not claimed your money, then:

- we will pay the funds to the relevant government agency as unclaimed moneys if the funds are equal to or more than any minimum amount prescribed by law; or
- the funds will become our property if the funds are less than any minimum amount prescribed by law.

15 Additional requirements.

15.1 If we reasonably 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 account or delay or block a transaction to or from your account.

Part B – direct debit request service agreement.

We suggest you read this agreement carefully and retain it for your records.

1 Meaning of words used.

In this agreement, unless the context requires otherwise:

agreement or **this agreement** means this Direct Debit Request Service Agreement between you and us including any amendments;

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

DDR means a Direct Debit Request completed in accordance with your Account Terms and Conditions;

drawing means the amount debited from your nominated account pursuant to a DDR and this agreement;

drawing arrangement means your specific instructions set out in, or given to us in accordance with, a DDR as they relate to a drawing and your nominated account;

ME and **ME Bank account** means the **ME** account specified by you in the DDR to which amounts are to be credited;

nominated account means the account that is nominated by you in the DDR from which amounts are to be debited;

the financial institution means the financial institution (including us) at which your nominated account is held;

us, we, our and **ME** means ME Bank – a division of Bank of Queensland Limited ABN 32 009 656 740;

you and **your** means the person or persons who completed the DDR; and

your Account Terms and Conditions means the terms and conditions that apply to the ME account.

2 Debiting your nominated account.

- 2.1 By completing a DDR you authorise us to arrange for funds to be debited from your nominated account as follows:
- any amounts we are instructed to draw in accordance with your Account Terms and Conditions; and/or
 - any amounts owing in relation to your ME account which we are entitled to draw under your Account Terms and Conditions.
- 2.2 If a drawing is due to be made on a day that is not a business day, we may direct the financial institution to debit your nominated account the following business day. If you are uncertain as to when the drawing will be processed, please contact the financial institution.
- 2.3 If a drawing arrangement is returned unpaid by the financial institution you:
- must arrange for the drawing arrangement to be made by another method or arrange for sufficient clear funds to be in your nominated account by an agreed time so we can process the drawing;
 - may be charged a fee and/or interest by the financial institution; and
 - may be charged a fee by us.
- 2.4 We reserve the right to cancel your drawing arrangements if three or more drawings are returned unpaid.

- 2.5 We will not disclose any details of your DDR unless:
- the disclosure to a financial institution is necessary to enable us to act in accordance with your drawing arrangements or to investigate a disputed transaction;
 - we are required or permitted to make the disclosure by law;
 - you consent to the disclosure; or
 - our financial institution requires the disclosure in connection with a claim on it relating to a claimed incorrect or wrongful debit.

3 Changes to this agreement.

- 3.1 We may change any details of this agreement or of a DDR by giving you written notice or by advertisement in the national media in your state or territory. If we believe the change is unfavourable to you, we will give you at least 30 days notice; otherwise we will give you notice as soon as reasonably possible.

4 Your rights.

- 4.1 You may ask us to alter or defer your drawing arrangements, stop an individual drawing or cancel this agreement by providing us with at least one business day's written notice by:
- mailing it to:
ME Account Origination
GPO Box 1345
Melbourne VIC 3001;
 - faxing it to (03) 9708 4799 or
 - calling us on **13 15 63**.

You can also ask the financial institution to stop an individual drawing or cancel this agreement.

- 4.2 If you consider that a drawing has been initiated incorrectly, you should call us and confirm this by notice in writing to us as soon as possible. You may also direct any claims to the financial institution.

- 4.3 If we conclude as a result of our investigations that your nominated account:
- has been incorrectly debited, we will arrange for the financial institution to adjust your nominated account (including interest and charges) accordingly; or
 - has not been incorrectly debited, we will provide you with reasons and any evidence for this finding.

5 Your obligations.

- 5.1 It is your responsibility to:
- ensure that your nominated account can accept direct debits (direct debiting may not be available on all accounts). If you are uncertain, check with the financial institution before completing the DDR;
 - have sufficient clear funds in your nominated account by the due date to enable drawings to be made; ensure that the details you give us of your nominated account are correct by checking them against a recent statement. If you are uncertain, check with the financial institution before completing the DDR;
 - ensure that the authority given to us to draw on your nominated account is consistent with the account authority or signing instructions held by your financial institution for that account;
 - tell us if the details of the nominated account change in any way; and
 - check your statement to verify that the amounts debited from your nominated account are correct.

Part C – privacy statement.

- 1.1 Your privacy is important to us. We observe the Australian Privacy Principles and the Privacy Act 1988 (Cth).
- 1.2 Regardless of when or how the information is collected, your personal information may be shared between, and used by us and our subsidiaries and associated companies for the purpose of assessing your application, establishing and administering your account, and for related purposes including:
 - verifying your identity;
 - consideration of any other application made by you to ME for financial products or services;
 - customer relations including management of our relationship with you and market or customer satisfaction research and product development. If you are a member of or have a product with any of our related companies or any alliance partner (including a third party that we have arrangements with), we may also use your information for the purpose of providing benefits to you or to obtain aggregate information for statistical or research purposes;
 - compliance with legislative and regulatory requirements (including without limitation the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), the Income Tax Assessment Act 1936 (Cth) and the Taxation Administration Act 1953 (Cth)) and payment systems requirements;
 - our internal operations including record keeping, risk management, auditing purposes, training, file reviews 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 statements to customers);
- to investigate, resolve and prevent complaints;
- conducting fraud assessments;
- reporting and data analytics, including for regulatory, management, statistical or research purposes; and
- marketing.

1.3 We may also disclose your personal information for those purposes to the following organisations:

- our related bodies corporate, insurers, service providers (for example, mailing houses and IT service providers) and alliance partners;
- our agents, contractors and external advisers (for example, our lawyers and auditors);
- any person acting on your behalf, including your legal and financial advisers;
- government and other regulatory bodies, law enforcement bodies and courts;
- external dispute resolution bodies (for example, FOS Australia);
- payment system operators; and
- other financial institutions.

1.4 We may use information we receive from our related companies and alliance partners, to assist our staff in better identifying the products and services that may be relevant to you and for marketing and administrative purposes.

1.5 We may disclose your personal information to our third party service providers for them to help us provide banking and related services to you. Our third party service providers may store or access your personal

information overseas. These countries are listed in our Privacy and Credit Reporting Policy, which may change from time to time. Personal information we are required to disclose to the Australian Taxation Office may be exchanged with tax authorities in other countries pursuant to intergovernmental agreements to exchange financial account information.

1.6 Regardless of when or how the information is collected, if we obtain your consent we may also disclose the following personal information to any related company or alliance partner which we have arrangements with for them to contact you about other products or services that you may be interested in. The types of information we may disclose to them are:

- your name and contact details;
- any membership number given to you by that alliance partner; and
- the types of products or services you obtain from us.

1.7 ME may use your personal information to keep you up to date with other ME products and services or those of our related companies and alliance partners. If you do not want us to do this, please contact us. You do not need to contact us if you have previously informed us that you do not wish to receive information on other products and services.

1.8 ME's Privacy and Credit Reporting Policy contains information about how you:

- can request us to provide you access to any personal information we hold about you;
- can seek correction of personal information we hold about you;
- may complain about a breach of an Australian Privacy Principle and how we will deal with such a complaint.

The Privacy and Credit Reporting Policy is available at **mebank.com.au** or on request. We may make changes to our Privacy and Credit Reporting Policy from time to time for any reason. We do this by updating the Privacy and Credit Reporting Policy and recommend that you review it on a regular basis.

- 1.9 You may request that we provide you with access to your personal information held by us in relation to your account by contacting ME's Privacy Officer by:
- phoning **13 15 63** during normal business hours;
 - emailing **privacy@mebank.com.au**; or
 - writing to the ME Privacy Officer, GPO Box 1345, Melbourne VIC 3001



ME Bank – a division of
Bank of Queensland Limited
ABN 32 009 656 740
AFSL and Australian Credit
Licence Number 244616
DP0003.v19/202402/215376

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