

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

– said no one, ever.



**Everyday
Transaction Account**
Terms + conditions

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Part A – General terms and conditions

1 The purpose of this booklet

This booklet contains the terms and conditions and general information applicable to the ME Everyday Transaction Account.

We recommend that you read this booklet carefully before operating your account and keep it for future reference.

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

It is important that you read this booklet and the Electronic Access Terms and Conditions carefully and keep them for future reference.

If there is any inconsistency between a provision of these General Terms and Conditions and a provision of the Electronic Access Terms and Conditions, the Electronic Access Terms and Conditions prevail.

The relevant provisions of the Banking Code of Practice apply to the ME Everyday Transaction 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.

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

2 Meaning of words used

2.1 Definitions

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

Account means your ME Everyday Transaction Account;

ATM means automated teller machine;

Bank@Post™ means any Australia Post outlet displaying the Bank@Post™ Agency Banking symbol;

Business day means a week day except a national public holiday or a public holiday in Victoria;

Card means any Debit Mastercard® issued by us for use on your account, including any replacement card;

Cheque means a cheque from your ME cheque book;

DCR means any direct credit request you have provided to us in a form acceptable to us, authorising us to draw on your account and to credit a nominated account;

DDA means any authority you have given to a third party, such as a supplier of goods or services, to regularly debit your account for amounts payable by you to the third party. Only third parties approved by a financial institution can be given a DDA;

DDR 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 and to credit your account;

Debit user means a third party to whom you have given a DDA;

eftpos terminal means an Electronic Funds Transfer at Point of Sale (eftpos) terminal (including an eftpos terminal at Australia Post outlets that is linked to the Bank@Post™ agency banking network);

EFT terminal means any electronic terminal, including:

- Automatic Teller Machines (ATMs); and
- eftpos terminals;

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 but does not include a transaction authorised by means of a signature;

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

Mastercard means Mastercard International Incorporated;

Nominated account means an account that is specified in a current DDR or DCR with a financial institution to which amounts are to be debited or credited in accordance with clause 5.32;

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

Phone banking means the ME phone banking service described in the Electronic Access Terms and Conditions;

PIN means your personal identification number;

Recurring payment authority means an authority given to a third party to make recurring charges on your account using a card number;

This agreement includes your application, the Welcome Letter we send you when we open your account, all parts of this booklet, the Electronic Access Terms and Conditions and our Everyday Transaction Account Fees and Charges Guide;

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

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

2.2 Interpreting this agreement

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;
- 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 form; and
 - any other information we request to satisfy identification requirements.
- 3.2 If we accept your application, we will notify you of our acceptance by mail or other method in accordance with clause 13.1.
- 3.3 No interest is payable by us to you on funds held in your account.

3.4 Eligibility

To open an account you must be:

- at least 16 years old;
- an Australian citizen, an Australian permanent resident or an Australian resident for tax 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).

4 Joint accounts

- 4.1 If you have a joint account:
- we may act on the instructions of one joint account holder; and
 - you are individually liable and jointly liable with your other joint account holder(s) to us for any amount owing to us in relation to your account.
- 4.2 If your other joint account holder(s) holds another account with us and that other account has a debit balance (for example, if that account is a loan account or is overdrawn), we may transfer money from your account to repay the debit balance. We do not need to notify you before we do this.
- 4.3 If one joint account holder dies, we treat the balance of the account as owned by the other living account holder(s) and they may continue to operate on it.

- 4.4 If you and/or any of your other joint account holder(s) tell us in a form acceptable to us, or we find out, that you and your other joint account holder(s) are in dispute, we may 'block' access to your account. We will also block access if either of you asks us to change the account authority so that you all have to approve any future withdrawals.

This means that you and your other joint account holder(s) will not be able to withdraw funds from your account. You will only be able to make deposits to your account using an existing DDR in accordance with clause 5.32. We will only 'unblock' access to your account when we receive authorisation from all of you in a form acceptable to us.

5 Transacting on your account

- 5.1 You may transact on your account by:
- using your card as set out in this clause 5 and clause 6;
 - drawing a cheque on your account;
 - DDR or DCR;
 - purchasing a bank cheque; or
 - using phone banking, internet banking or operator assisted banking.
- 5.2 Deposits made after 4pm (Melbourne time) on a business day may not be processed until the following business day.
- 5.3 You can only withdraw cleared funds from your account.
- 5.4 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.

EFT terminal access

5.5 eftpos

By using your card and PIN* at any eftpos terminal you can:

- pay for goods or services; and
- make a cash withdrawal.

*Your card is equipped with Mastercard contactless technology allowing you to tap

& go™ without entering your PIN when using your card at Mastercard readers for purchases of \$100 or less. However, some merchants may require a PIN to be entered. If you select the Credit key when using your card at any eftpos terminal, you may be able to authorise the transaction by using your signature. When using your card to withdraw cash at an eftpos terminal, you can select either the Savings or Credit key. Merchants may require you to select the Savings key.

5.6 ATM

You can make a cash withdrawal or obtain account balance information by using your card and PIN at any ATM in Australia and at any ATM displaying the Mastercard symbol outside Australia.

5.7 Bank@Post™

Using your card and PIN at any Bank@Post™ outlet, you can:

- deposit cash;
- deposit cheques;
- make a cash withdrawal; and
- obtain account balance information.

5.8 Please note that if you use your card at any EFT terminal, you cannot withdraw more than \$2,000 in cash in total in any one day.

5.9 A limit may apply on the amount of cash that you can deposit. Please refer to the Electronic Access Terms and Conditions for transaction limits.

5.10 Any account balance information accessed at an EFT terminal will reflect the position of your account at that time. Transactions that are yet to be processed will not be included in your account balance information.

5.11 Retailers, ATM owners and other financial institutions may also impose additional restrictions or transaction limits.

Merchants without EFT Terminals

5.12 You can use your card to pay for goods or services from merchants displaying the Mastercard symbol without EFT Terminal access by:

- presenting your card to a merchant and using your signature to authorise the transaction;

- providing your card details (including the 16 digit card number, expiry date and any 3 digit card validation code);
- providing your card details (including the 16 digit card number and expiry date) on a payment authorisation form bearing your signature.

If you want to cancel any recurring payment authorisation you will need to do so by contacting the relevant merchant. Unlike a direct debit agreement set using your account number and branch number, ME is unable to cancel a recurring payment authorisation on your behalf.

Cheques

5.13 Making a withdrawal by cheque

If we accept your application for a cheque facility, you may withdraw from your account by drawing a cheque. You must only use the cheque forms we supply to you.

5.14 Marking cheques ‘non negotiable’

If you cross a cheque by placing 2 parallel lines across the face of the cheque, with or without the words ‘not negotiable’ between the lines, you are telling any financial institution that receives it to not to cash the cheque over the counter and that it must be paid into a customer’s account.

Crossing the cheque helps protect the true owner of the cheque if it is lost or stolen, but it does not prevent the cheque from being negotiated or transferred to a third party before it is presented to a financial institution for payment.

5.15 Marking cheques ‘account payee only’

If you write ‘account payee only’ between the lines of a crossed cheque, you are instructing any financial institution that receives it that you wish the cheque to be paid only to the person named on the cheque as payee. These words may give you better protection against theft and fraud, and act as a warning to the financial institution to make enquiries of the person paying in the cheque if that person is not the payee of the cheque.

5.16 The words 'or bearer' on a cheque

Your cheque forms have the words 'or bearer' printed after the space where you are required to write the name of the person to whom you are paying the cheque. You can give yourself more protection against theft or fraud by crossing out the words 'or bearer' and adding the words 'or order'. If the cheque is an 'order' cheque, we may only pay the proceeds to the named payee, or to any other person to whom the payee has ordered it to be paid by endorsing the cheque on the reverse.

5.17 Reducing the risk of forgery

You can also reduce the risk of a cheque being changed in an unauthorised way by taking the following steps:

- start the name of the person to whom you are paying the cheque as close as possible to the word 'Pay';
- draw a line from the end of the person's name to the beginning of the printed words 'or bearer';
- start the amount in words with a capital letter as close as possible to the words 'The sum of' and do not leave any blank space large enough for any words to be inserted;
- add the word 'only' after the amount in words;
- draw a line from the end of the amount in words to the printed '\$';
- start the amount in numbers close after the printed '\$' and avoid any spaces between the numbers; and
- always add a fullstop (.) or dash (-) to show whether the dollars end and the cents begin, and if there are no cents always write '.00' or '-00' to prevent insertion of more numbers to the dollar figure.

5.18 Stopping a cheque

You may instruct us to stop payment on a cheque you have drawn by giving us notice before we have paid or honoured the cheque. You can instruct us to stop payment on a cheque by sending us a written notice by fax or mail, by calling us on **13 15 63** or by using the secure email service at **mebank.com.au**

5.19 Your instructions must include:

- your account number;
- cheque number;
- date of the cheque; and
- the name of the payee.

5.20 We may ask you to confirm these instructions in writing to us.

Dishonoured cheques

5.21 A cheque will be dishonoured if you do not have sufficient cleared funds in your account. A cheque may also be dishonoured if it has been incorrectly completed (for example, if it has not been signed) or if it is post-dated or stale.

Cheque books

5.22 A cheque book will only be issued if you have sufficient funds in your account to pay for your cheque book fee which will be debited to your account. Please refer to the Everyday Transaction Account Fees and Charges Guide for fee details.

Cancellation of a cheque book facility

5.23 Keep your cheque book secure. Tell us immediately if you know or suspect that your cheque book, or cheque forms from your cheque book, have been lost, stolen or misused. You can notify us by phoning us on **13 15 63** – Monday to Friday 8.00 am to 8.00 pm, Saturday 9.00 am to 5.00 pm (all AEST and excluding national public holidays). If you don't notify us it will increase your risk of suffering financial loss as a result of the loss, theft or misuse.

5.24 You may request to cancel your cheque book facility verbally, in writing or by secure email. You should advise us of any outstanding cheques written in the request to cancel a cheque facility.

5.25 We may withdraw your cheque facility if we believe that use of your cheque facility may cause you or us loss. We will tell you once we do this.

5.26 If your account is closed, you must return your cheque book and all unused cheques to us immediately.

Making deposits by cheque

- 5.27 You may deposit a cheque into your account at any Bank@Post™ outlet or at any ME office. Cheque deposits must be made payable to either you, or to ME.
- 5.28 Joint account holders: cheques made payable to joint names cannot be accepted at Bank@Post. If you regularly receive these types of cheques please call us so we can provide alternative deposit arrangements.
- 5.29 When a cheque is deposited into your account, you cannot use or withdraw the funds until the cheque has been cleared. This generally takes about 7 business days after the cheque was deposited but may occasionally take longer. You can arrange for a cheque to be cleared faster than normal by requesting us to arrange for a 'special answer'. A fee is payable for a special answer.
- 5.30 If a cheque you deposit is dishonoured (that is, the financial institution on which the cheque is drawn refuses to pay the value of the cheque), we will debit your account for the amount of that cheque.
- 5.31 You cannot deposit a third party cheque into your account (a third party cheque is a cheque that is drawn in favour of a payee other than you).

DDR/DCR/DDA

- 5.32 If you have a current DDR, you may make a deposit to your account by instructing us to debit an amount from the nominated account and credit that amount to your account.
- 5.33 You can give us instructions in the DDR itself or by:
- a. calling us on **13 15 63** and requesting that:
 - a single amount be debited from the nominated account and credited to your account; or
 - a fixed amount be debited from the nominated account at regular intervals (for example, each week) and credited to your account; or

- b. requesting us in writing to:
- debit a single amount from a nominated account and to credit that amount to your account; or
 - debit a fixed amount from a nominated account at regular intervals (for example, each week) and to credit that amount to your account.

5.34 If you have a current DCR, you can make a withdrawal from your account by instructing us to debit an amount from your account and credit that amount to the nominated account.

5.35 You can give us instructions in the DCR itself or by:

- a. calling us on **13 15 63** and requesting that we:
- debit an amount from your account and credit that amount to the nominated account; or
 - debit a fixed amount from your account at regular intervals and credit that amount to a nominated account;

or

- b. requesting us in writing to:
- debit your account for a single amount; or
 - debit regular fixed amounts and to credit those amounts to a nominated account.

5.36 You can cancel a DCR by calling us on **13 15 63** or instructing us in writing, and we'll cancel it promptly. We suggest that you also notify the third party to whom payments are being made.

5.37 If you have given a DDA to a Debit User, the Debit User may debit your account with amounts which you have authorised the Debit User to debit. The arrangement is between you and the Debit User.

5.38 You can cancel a DDA (for example, have us stop your account being debited by the Debit User) by calling us on **13 15 63** or instructing us in writing, and we'll cancel it promptly. We suggest that you also notify the Debit User.

5.39 Your written instructions can be faxed or posted to us – see clause 13.2.

Bank cheques

- 5.40 You may make a withdrawal from your account and purchase a bank cheque. You can give us instructions for the purchase of a bank cheque by:
- a. calling us on **13 15 63**;
 - b. instructing us in writing by mail, secure email or fax; or
 - c. in person at a ME office.
- 5.41 Your instructions should indicate the amount of the bank cheque, the name of the payee and whether you want the bank cheque posted to your residential address or whether you want to collect it from our office or branch.
- 5.42 Your written instructions can be faxed or posted to us – see clause 13.2.
- 5.43 If you purchase a bank cheque from ME and it is lost or stolen you should notify us immediately by calling **13 15 63**. If we are satisfied that the bank cheque has been lost or stolen we will refuse payment on the cheque, provided you give us a written indemnity in respect of certain risks which we may suffer. If the bank cheque has been presented and paid, you will not be able to obtain a replacement of the bank cheque, or a refund of the amount you have paid for the cheque.

Authorised Signatories

- 5.44 In circumstances where it is not practicable for you to operate your account (including if you are outside Australia), we may exercise a discretion to allow you to nominate a person who is 18 years or older to be an authorised signatory by completing a Third Party Authority to Operate Form.
- 5.45 We may refuse your request to appoint an authorised signatory without reason.
- 5.46 If approved, an authorised signatory can operate and transact on your account and otherwise exercise all of your rights as the account holder except that:
- an authorised signatory cannot grant any of these rights to another person or change your or another authorised signatory's

authority to operate or transact on your account; and

- an authorised signatory cannot close your account.

5.47 We will issue each authorised signatory with an additional card which they can use to carry out transactions on your account.

5.48 You must ensure that each authorised signatory acts consistently with your obligations under these conditions in relation to use of the additional card.

5.49 These conditions apply to an authorised signatory in the same way that they apply to the account holder except that:

- we do not need to provide statements, notices of variation of these conditions and any other notice to an authorised signatory; and
- an authorised signatory can only cancel their card and can not nominate another person to be an authorised signatory.

5.50 You are responsible for all transactions debited to your account.

5.51 You are also responsible for any breach of these conditions by an authorised signatory and we can treat that breach as a breach by you.

5.52 You can cancel an authorised signatory's authority by notice in writing, by phone or other method we notify to you.

5.53 If you request to cancel an authorised signatory's authority, you must destroy the authorised signatory's card by cutting through the black magnetic strip on the back of the card and card chip. If you can not destroy the authorised signatory's card, you should ask us to put a stop on the account. Even though a stop is placed on the account, the authorised signatory's card may still be used in some circumstances, and you will still be responsible for any transactions made with the use of the authorised signatory's card in accordance with these conditions.

5.54 You agree to us giving to an authorised signatory information about your account.

6 Using your card

- 6.1 Use of your card and PIN is governed by this Terms and Conditions booklet and the ME Electronic Access Terms and Conditions.

6.2 ePayments Code

We warrant that we will comply with the requirements of the ePayments Code, where those requirements are relevant to our dealings with you.

6.3 Ownership

Your card remains the property of ME. We may require you to return your card at any time.

When you can use your card

- 6.4 You must sign your card as soon as you receive it and follow any instructions we give to you before using your card. Your card will only be valid if it has been signed by the person named on it and when it is used within the 'valid dates' shown on the card.
- 6.5 You must destroy any card that is no longer valid by cutting through the black magnetic strip and card chip.
- 6.6 Your card must be only used for personal, domestic or household purposes. It must not be used for business purposes.

How to use your card

- 6.7 You can use your card in any EFT terminal in Australia by selecting the Credit or Savings key on the keyboard. You can use your card in any EFT terminal displaying the Mastercard symbol outside Australia by selecting the Credit key on the keyboard. In some circumstances, you will only have the option of selecting the Savings key at an EFT terminal.

Where you can use your card

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

- 6.9 We are not responsible if a merchant or financial institution refuses to accept your card or places other limitations on using your card.
- 6.10 Unless required by law we are not responsible for:
- any representation made by a merchant or its servants or agents about your card, your card account or any goods or services purchased with your card; and
 - goods and services supplied to you by a merchant.
- 6.11 You must take up any complaints or concerns relating to goods or services acquired from a merchant directly with the merchant.

Cash Withdrawals

- 6.12 You can use your card to get cash at:
- any financial institution displaying the Mastercard symbol anywhere in the world;
 - any ATM in Australia;
 - any ATM displaying the Mastercard symbol outside Australia; and
 - some eftpos terminals.
- 6.13 We will advise you from time to time of the amount of cash you may withdraw using your card over any specified time.
- 6.14 The minimum and maximum amount of cash you can obtain may vary between financial institutions. Some merchants may not permit cash withdrawals or may impose conditions upon cash withdrawals.
- 6.15 When obtaining cash from a financial institution you may be required to provide suitable identification.

Card re-issue

- 6.16 At any time we may issue a new card to you, provided that you have not previously requested us to close your account. If your card becomes faulty or damaged, you may order a replacement card by calling us on **13 15 63** or contacting us by any other method we advise is acceptable to us. We do not have to reissue a card to you.

- 6.17 If your card is lost or stolen and a new card is issued to you, the new card will have a different card number. You must select a new PIN for the new card. You should update your card details in any recurring payment authority.

Card transactions

- 6.18 All transactions you make using your card will be debited to your account on the day the transaction is processed by us (which may be different to the date that the transaction is initiated).
- 6.19 All card transactions will appear on your statement of account.
- 6.20 You will not receive a separate statement of account for card transactions.
- 6.21 Transactions conducted in a foreign currency will be converted to Australian dollars before being charged to your account. This conversion is made as at the date the transaction is processed and at the rate set by Mastercard. Mastercard will select the conversion rate from the range of rates available in the wholesale money markets on the day before the transaction is processed.

Authorisation

- 6.22 Some transactions on your account may need to be authorised by us. Before completing the transaction, the merchant or other person involved in the transaction may ask us for authorisation.
- 6.23 We do not have to authorise a transaction. We will only refuse to authorise a transaction if there is a good reason, e.g. if there are insufficient funds in your account.
- 6.24 If we authorise a transaction we reduce the available balance on your account by the amount of the transaction. If the transaction is not completed, your account will be re-instated with that amount. This may take up to fourteen days to occur.

Your liability

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

EFT Transactions

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

Other unauthorised transactions

6.27 For unauthorised transactions which are not EFT transactions, you will not be liable provided your account is in good standing and you:

- have exercised vigilant care in safeguarding your card from risk of loss, theft, or unauthorised use;
- immediately and without delay notify us upon discovery of the loss, theft, or unauthorised use of your card;
- have not reported two or more incidents of unauthorised use in the preceding 12 months; and
- have complied with these Terms and Conditions and the Electronic Access Terms and Conditions.

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

6.29 Notwithstanding clauses 6.36 and 6.37, you will not be liable for any unauthorised transactions made after we receive notice from you.

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

Account aggregation services – warning

6.31 Some companies provide an account aggregation service that allows consumers to view account information from different institutions on the one web page. To use an account aggregation service, you are usually required to give the service provider your account details and your access codes (for example, your username and password and/or PIN).

6.32 We do not endorse or authorise the use of account aggregation services in connection with your account.

- 6.33 Please remember that if you break your agreement with us not to disclose your PIN to another person, you will be liable for any transactions on your account made using your PIN. There is also a risk that information about your account obtained by an account aggregation service provider or its employees may be misused.

7 Account must not be in debit

- 7.1 You are responsible for knowing your account balance and you must not overdraw your account or make a withdrawal or transfer for an amount that exceeds your account balance.
- 7.2 If you do overdraw your account you must immediately pay us the amount by which your account is overdrawn and ensure that your account is brought back into credit.
- 7.3 If you overdraw your account, we may transfer an amount equal to the overdrawn amount from another account which you or any other joint account holder holds with us into the overdrawn account. We are not liable for any loss you may incur as a result of this. Overdrawn accounts may incur a fee.

8 Fees and charges

ME fees and charges

- 8.1 Our fees and charges are set out in our Everyday Transaction Account Fees and Charges Guide. You agree to pay those fees and charges and authorise us to debit them to your account.
- 8.2 Information about current fees and charges for your account is available from ME on request or you can visit **mebank.com.au**

Government charges or duties

- 8.3 Government charges or duties (for example, duties levied for account activity) will be debited to your account and shown on your statement of account.

9 Statements

- 9.1 We will issue you with a statement of account every three months. Each statement of account will record all transactions on your account

since the last statement of account. You should review your statement of account as soon as you receive it to ensure that all transactions are correct.

- 9.2 Please contact us immediately if you believe there is an error on your statement.
- 9.3 If your account is a joint account we will send one statement of account noting all joint account holders to the first person named on the application form.
- 9.4 You can request an interim statement or a duplicate statement of account by calling us. A fee will be charged for this service.

10 Lost or stolen cards

Safeguarding your cards and how to report a lost or stolen card

- 10.1 You should safeguard your cards. You must immediately tell us if you know or suspect that your card is lost or stolen, or that unauthorised transactions have been made on your account.
- 10.2 You can notify us in Australia by phoning us on **13 15 63** (available 24 hours a day).
- 10.3 If you are overseas, you may phone the Mastercard Global Service or visit any financial institution displaying the Mastercard symbol.
- 10.4 You will receive a reference number, which you should keep as proof of your report.
- 10.5 If you unreasonably delay notifying us you will be liable for any unauthorised transactions conducted.

11 Change to conditions

Notice of any changes

- 11.1 We may change any of these terms and conditions, including the fees and charges that are payable. We agree to give you at least 30 days prior notice in writing (or any longer period that we are required to by law or any code of conduct that we subscribe to) if the change:
 - adjusts the daily transaction limit applying to the use of your card;
 - increases a fee or charge; or

- introduces a new fee or charge.
- 11.2 We will give you at least 30 days prior notice of any other 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 do this in writing to you or by advertising in a national newspaper or giving you notice in any manner allowed by law.
- 11.3 We agree to tell you of all other changes to these terms and conditions on or before the day on which the change takes effect. We may do this in writing to you or by advertising in a national newspaper or giving you notice in another manner allowed by law.
- 11.4 If your account is a joint account, you agree that the first person named on the application form will be appointed as agent of the other account holders for the purposes of receiving written notices from us under this clause. This means that only one notice will be sent for your account.

12 Change of contact details

- 12.1 You must tell us promptly if there is a change to your contact details (including your name, residential or postal address and any electronic address you have provided to us). If you change your address and you do not tell us, we can still give you notice by writing to your previous address.
- 12.2 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 nominated account.

13 Notices

- 13.1 We can send letters, notices, statements and other written material to you:
 - at a postal or residential address you have nominated; or
 - at a postal or residential address that we believe is then your current postal or residential address; or
 - by electronic communication to your

nominated electronic address, electronic equipment or device; or

- by making such information available to you for retrieval from our website and telling you that it is available there.

We will follow the requirements of any applicable law or any code of conduct that we subscribe to.

- 13.2 Whenever these terms and conditions require you to give us notice in writing, you must give us that notice by faxing it to us on (03) 9708 4799 or by posting it to:

Account Services
ME
PO Box 1345
Melbourne VIC 3001

14 Resolving errors or disputes

- 14.1 If you have a complaint or believe an error or unauthorised transaction has been made on your account, you must tell us immediately.
- 14.2 It is essential that you give us all the information you have to help us to resolve your concerns. If we can not resolve your concern immediately, we will require you to put your complaint in writing and send it to:
- Card Services
ME
Reply Paid 1345
Melbourne VIC 8060
- 14.3 Once we receive your complaint we will investigate it based on available evidence.
- 14.4 If we are unable to resolve your complaint within 21 days of receiving it we will tell you that we need more time to investigate the complaint.
- 14.5 Unless there are exceptional circumstances, we will complete the investigation of your complaint within 45 days of receiving it.
- 14.6 If we are unable to resolve your complaint within 45 days of receiving it, we will inform you in writing about:
- the reasons for the delay;

- your right to complain to our external dispute resolution body Australian Financial Complaints Authority (AFCA) and AFCA's contact details; and
- the date by which you can reasonably expect to hear the outcome of our investigation;

and we will then provide you with monthly updates on the progress of the investigation unless you have not responded to requests for additional information from us and your non-response is preventing us from dealing with your complaint.

14.7 When we have completed our investigation we will inform you in writing of:

- the outcome of our investigation and the reasons for our decision; and
- your right to complain to AFCA and AFCA's contact details;

provided that we will not do that, unless you request us to, if your complaint has been resolved to your complete satisfaction within 5 business days of us receiving it.

14.8 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.

14.9 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.

14.10 At any point during this process, you may request that Card Services escalate the matter to our Customer Relations department. You may do this by:

- phone – contact the consultant who assisted with your dispute so far and ask that the matter be referred to Customer Relations;

- secure email – via our internet banking Service, addressing the email to ‘Customer Relations Manager’; or
- mail:
Customer Relations Manager
ME
Reply Paid 1345
Melbourne VIC 8060

14.11 If you are still not satisfied after the completion of the investigation, you may wish to contact AFCA.

15 Closing your account

- 15.1 You may close your account at any time upon request. If the account is a joint account we will need instructions from you and/or your joint account holder(s).
- 15.2 We may close your account without notice if we believe you gave us false or misleading information to open your account, you failed to comply with this agreement or we believe that use of your account may cause you or us loss.
- 15.3 If your account has a nil balance and you have not used your account for a period of 12 months or more, we may also close your account without notice.
- 15.4 We may close your account without reason by giving you seven days prior written notice.
- 15.5 If your account is closed, we may pay you the credit balance of your account less any accrued government charges or duties applied to your account prior to the closing date by direct credit to your nominated account or another account you hold with us or by direct credit to an external account or bank cheque sent to your nominated address if requested by you.
- 15.6 You remain liable for all transactions and fees and charges on or in relation to your account before or at the time your account is closed. If your account is closed you must pay any amount owing to us (including any overdrawn amount).

15.7 When you close your account:

- you must cancel any direct debit request or any recurring payment authority; and
- all cards are automatically cancelled. You must destroy all cards by cutting through the black magnetic strip and card chip.

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

16 Inactive accounts

16.1 If you have not made a withdrawal from, or deposit to, your account for 12 months or more, we may close your account and pay the credit balance of your account to your nominated account or another account you hold with us or by direct credit to an external account or by bank cheque sent to your nominated address if requested by you. If we are unable to do this for any reason, we may pay the balance of your account to a non-interest bearing account with us. Subject to clause 16.2, we will pay the credit balance of your account to you subject to receiving proof acceptable to us that you are entitled to the funds.

16.2 If:

- you have not made a withdrawal from, or deposit to, your account for seven years and,
- you have not otherwise contacted us to claim 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.

17 Account combination

- 17.1 Subject to clause 17.4, we may combine the balances of two or more of your accounts held with us, even if those accounts are not both Everyday Transaction Accounts.
- 17.2 For example if one of your accounts is overdrawn, we can use funds to your credit in another account to repay that overdrawn amount.
- 17.3 We do not have to give you notice in advance that we are doing this, but we will inform you promptly if we combine any of your accounts.
- 17.4 If you have an account that relates to any amount you owe us under a loan that is regulated by the National Credit Code, we may not combine that account with your account:
- while we are actively considering your financial situation under either paragraph 167 of the Banking Code of Practice or under the hardship provisions of the National Credit Code;
 - while you are complying with an arrangement you have made with us after we have considered your 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.

18 Additional requirements

- 18.1 If we believe it is necessary to enable us to comply with any law, regulatory requirement or internal compliance program that we are legally required to have:
- you must provide us with any information or assistance we request;
 - we may disclose your information to third parties, including government or regulatory bodies, law enforcement bodies and other financial institutions; and
 - we may block access to your 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.

You can obtain a copy of this agreement by calling us on **13 15 63** or by visiting our website at **mebank.com.au**

1.0 Definitions

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 amendment to this agreement;

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

DDR means a Direct Debit Request completed and signed 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 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;

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

You and **your** means the person or persons who signed the DDR;

Your financial institution means the financial institution at which the nominated account is held and;

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

2.0 Debiting your nominated account

By signing 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; and/or
- in accordance with specific instructions set out in the DDR.

If a drawing is due to be made on a day that is not a business day, we may direct your financial institution to debit your nominated account the following business day. If you are uncertain as to when the drawing will be processed, contact your financial institution.

If a drawing arrangement is returned unpaid by your 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 that we can process the drawing;
- may be charged a fee and/or interest by your financial institution; and
- may also be charged a fee imposed or incurred by us.

We reserve the right to cancel your drawing arrangements if three or more drawings are returned unpaid.

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 or you consent to the disclosure;

- our financial institution requires the disclosure in connection with a claim on it relating to a claimed incorrect or wrongful debit.

3.0 Changes to this agreement

We may change any details of this agreement or of a DDR by giving you 14 days written notice.

4.0 Your rights

You may ask us to alter or defer your drawing arrangements, stop an individual drawing or cancel this agreement by giving us at least one business day's written notice by mailing it to:

Account Services
ME
PO Box 1345
Melbourne VIC 3001

or by faxing it to (03) 9708 4635.

Alternatively you can call us on **13 15 63**.

You can also ask your financial institution to stop an individual drawing, cancel this agreement or change your drawing arrangement by advising us of your new nominated account details.

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 your financial institution.

If we conclude as a result of our investigations that your nominated account:

- has been incorrectly debited, we will arrange for your financial institution to adjust your nominated account (including interest and charges) accordingly;
- has not been incorrectly debited, we will provide you with reasons and any evidence for this finding.

5.0 Your obligations

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, please check with your financial institution before you complete the DDR;

- have sufficient clear funds in your nominated account 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, please check with your financial institution before you complete 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 your 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 an alliance partner (including superannuation fund, union, insurer or other 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 entities, service providers (for example, mailing houses and IT service providers) and alliance partners (for example, a union, superannuation fund, insurer or other third party that we have arrangements with);
- 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, AFCA);
- payment system operators; and
- other financial institutions.

- 1.4 We may use information we receive from our alliance partners, such as insurers, 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 alliance partner which we have arrangements with for that alliance partner to contact you about other products or services that you may be interested in. The types of information we may disclose to an alliance partner 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, its subsidiaries, and associated companies may use your personal information to keep you up to date with other products and services. 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;
 - writing to the
Privacy Officer
ME
GPO Box 1345
Melbourne VIC 3001; or
 - emailing **privacy@mebank.com.au**



Members Equity Bank Limited
ABN 56 070 887 679 AFSL
and Australian Credit Licence 229500
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mebank.com.au
13 15 63