

products and services

general terms and conditions
effective 1 july 2011

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introduction

bankmecu's Products and Services General Terms and Conditions contains important information about your rights and obligations when using bankmecu savings accounts, fixed term deposits and transaction products.

This document has been prepared to assist you in understanding the agreed basis of operation for the range of products we offer to customers of bankmecu.

The information contained in this document will assist you to make an informed decision on whether to use any of the products covered by this document.

application of this document

This document will apply immediately to any person who acquires one of the Products referred to in it after the issuing of the document and for persons who have already one of these Products, 30 days after notification of it is given. If the law implies any terms and conditions in relation to the Products covered by this document which cannot be excluded, bankmecu's liability under those implied terms and conditions will be limited to the maximum extent permitted by law.

In the event of any inconsistency between this document and any other terms and conditions applying to the Products covered by this document, including those implied by law, the document to the extent permitted by law shall prevail.

A Financial Services Guide (FSG) is available on request giving you a summary of the range of products and services available as a customer of bankmecu.

If you have any queries, please call us on **132 888**.

effective date

These terms and conditions are effective from 1 July 2011 and replace any previous issues.

how to apply

You can apply for any bankmecu product in the following ways:

- Download an application form from **bankmecu.com.au** and mail or fax it back to us;
- Call **132 888** and speak to a consultant;
- Visit your nearest service centre.

accounts and term deposits

Current interest rates are available on request or available from bankmecu.com.au.
These Terms and Conditions also apply to any relevant sub-accounts.

1. Savings accounts

account	minimum balance	VISA / Redicard / ATM / EFTPOS	cheque book	internet banking / BPAY®	telephone banking / BPAY®	Bank@Post®	deposit/credit transfers	withdrawal / debit transfers	direct credit	direct debit	specific characteristics
access	\$0	✓	✓	✓	✓	✓	✓	✓	✓	✓	Overdraft facility may be attached to account (approval criteria applies).
mortgage offset*	\$0	✓	✓	✓	✓	✓	✓	✓	✓	✓	No interest payable, all credit funds are offset 100% against balance of linked mortgage loan before mortgage loan interest is calculated. *Offset service fee is charged per month – refer to fees and charges schedule.
deeming	\$0	✓	✓	✓	✓	✓	✓	✓	✓	✓	Available to customers who are subject to the Governments Social Security Deeming provisions. Overdraft facility may be attached to account (approval criteria applies).
christmas club	\$0	n/a	n/a	view account and transfer to only	hear account and transfer to only	n/a	✓	refer to specific characteristics	✓	✓ quick debit	Interest is calculated on the end of day balance and credited to the account annually on 30 November. Funds are available for withdrawal from 1 November to 31 January. Balance of account is automatically transferred to account of choice on 1 December annually.
cash management transaction	\$0 (\$5,000 opening deposit required)	✓	✓	✓	✓	✓	✓	✓	✓	✓	Interest is calculated daily and credited monthly. No interest payable if balance falls below \$5,000.
cash management high yield	\$5,000	n/a	n/a	✓	✓	n/a	✓	\$500 minimum	✓	n/a	Deposits fixed for 7 days then at call. Minimum transaction is \$500. Account may be closed if balance falls below \$5,000.

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account	minimum balance	VISA / Redicard / ATM / EFTPOS	cheque book	internet banking / BPAY®	telephone banking / BPAY®	Bank@Post®	deposit/credit transfers	withdrawal / debit transfers	direct credit	direct debit	specific characteristics
cyberSaver	n/a	n/a	n/a	✓	hear account only	n/a	✓	withdraw via internet banking only	✓	n/a	Interest is calculated daily and credited monthly. Unless otherwise agreed in writing a daily transaction limit of \$50,000 applies to transfers to accounts within bankmecu and \$10,000 to accounts outside bankmecu.
mySaver	\$0	refer to specific characteristics	n/a	✓	✓	refer to specific characteristics	✓	✓	✓	✓	Interest is calculated daily and credited monthly. Bonus interest is credited each month, if during the month any deposit of any value is paid into the account and no withdrawal transactions are processed. Available to customers under 25 years of age. Redicard approved subject to Eligibility criteria. Visacard applicant must be 18 years or older, approval subject to Eligibility criteria.
incentive saver	\$0	n/a	n/a	✓	✓	n/a	✓	✓	✓	✓	Interest is calculated daily and credited monthly. Bonus interest is credited each month, if during the month deposits totalling \$100 or more are paid into the account and no withdrawal transactions are processed.
community access	\$0 (\$5,000 opening deposit required)	✓	✓	✓	✓	n/a	✓	✓	✓	✓	Interest is calculated daily and credited monthly. Available to schools and 'not for profit' organisations only.

Relevant terms & conditions, risks and characteristics applicable to savings accounts

- 1.1 Unless otherwise noted, funds are available at call.
- 1.2 Unless otherwise noted, Interest is calculated on the daily balance and is credited to the account quarterly on 31 March, 30 June, 30 September and 31 December each year; or when the account is closed.
- 1.3 Interest rate can be varied at any time.
- 1.4 Any authorised transaction presented and which exceeds available funds shall be treated as an application for short term credit. If honoured, a transaction fee for exceeding available funds may apply. If not honoured, a dishonour fee may apply.

- 1.5 Any resulting balance in excess of available funds shall become due and payable immediately. The daily balance exceeding available funds shall be subject to interest calculated at bankmecu's standard variable overdraft rate.
- 1.6 You shall be liable for bankmecu's reasonable costs in recovering such debt. bankmecu may also lodge a default report with a credit reporting agency of bankmecu's choice.
- 1.7 Funds held by you in other accounts may be transferred without your prior consent or knowledge to cover any amount due and payable in other Savings accounts. Any penalties applicable to early withdrawal from those accounts shall apply in such instances.

2. Term deposits

term deposit type	investment amount	investment term	interest payments
fixed term deposits	\$500+	from 3 to 36 months	credited annually or at maturity to the investment or according to instructions
Edvest deferred interest	\$1,000+	from 6 to 12 months	credited at maturity to the investment or according to instructions
regular income term deposits	\$25,000-\$1,000,000	from 12 to 36 months	credited fortnightly, monthly or six monthly to a bankmecu Access, Deeming or Offset account
special term deposits	as advertised from time to time	as advertised from time to time	as advertised from time to time

Fixed term deposits – relevant terms & conditions, risks & characteristics

- 2.1 From time to time, bankmecu may provide special Term Deposits where the minimum investment amount and/or the term may differ from the above. Please check our latest Term Deposit information.
- 2.2 Interest rate is fixed at the time of the initial deposit and for the full term.
- 2.3 A customer may access account details 24 hours a day, 7 days a week via bankmecu's Internet Banking or Automated Telephone Banking.
- 2.4 Investment deposits can be made by cheque, cash or transfer from another account.
- 2.5 Interest is calculated on the daily balance as at end of day.
- 2.6 A Certificate of Deposit will be issued within 5 business days of processing each new deposit.
- 2.7 Written notification of maturity will be given prior to the maturity date.
- 2.8 Funds will be re-invested at maturity, in a new fixed Term Deposit commencing on the maturity date for the same term and conditions as previously invested, at the prevailing interest rate, unless other instructions are received from you. A new Certificate of Deposit will not be issued for funds re-invested in this way.

- 2.9 For Term deposits where interest is paid annually or at maturity, bankmecu will approve a customer's request for either a full or part redemption of funds prior to the expiry of the agreed term. Upon approval, an early release adjustment to the accrued interest will apply. The interest rate applicable to principal amounts withdrawn early will be adjusted by the percentage of the current term over the original agreed term. For example, if the term deposit is held for 80% of the original term, 80% of the accrued interest on the amount withdrawn will be paid upon early redemption. Any funds not redeemed will remain in the account until final expiry of the agreed term and will attract the full rate of interest as originally specified. The minimum investment amount must be retained in the applicable Term Deposit.
- 2.10 For Regular Income Term Deposits where interest is paid fortnightly, monthly or six monthly, redemption prior to the expiry of the agreed term will be approved with 30 days notice, during which notice period no interest will be earned.

3. Edvest accounts

To obtain Edvest products, an annual Edvest subscription is required.

account operation

4. Waiver of penalties – deceased estates

Early withdrawal fees or penalties will be waived where a customer has died since the last transaction on the account.

5. Fees and charges schedule

A schedule outlining the current amount of any fees and charges mentioned in these Terms and Conditions is available upon request.

6. Transaction fees to which customer reward applies

- 6.1 A charge which is subject to a rebate applies to any of the following transactions on an account:
 - ATM withdrawals and balance enquiries;
 - EFTPOS debits;
 - Customer Cheques;
 - Bank@Post® Withdrawals;
 - Direct debits;
 - Staff assisted transfers and withdrawals;
 - Next day electronic transfers within Australia.
- 6.2 These charges will be rebated to a maximum monthly amount dependant on the level of customer support calculated for that account (Customer Reward).
- 6.3 The level of account support is calculated on account balances at the end of the previous month using the sum total of all accounts on deposit and borrowed less the sum total of any overdrawn savings and overlimit continuing credit.
- 6.4 Customers can split their monthly customer support between customers of their household or family.
- 6.5 For details of applicable fee amounts and maximum rewards refer to the Schedule of Fees and Charges.
- 6.6 Chargeable transactions on joint accounts will be included with those of the first-named account-holder for the purposes of calculating total fees subject to Customer Reward.
- 6.7 The value of Customer Support represented by joint accounts will be included with that of the first-named account-holder for the purposes of calculating Customer Reward.

- 6.8 The total fee applicable will be debited on the last day of the month.

7. Transaction fee for exceeding available funds

- 7.1 A transaction fee will be chargeable for every customer-generated transaction that causes the balance of the account to be overdrawn or exceed an approved credit limit by more than \$100 (irrespective of balances in other accounts).
- 7.2 The fee will be charged within three working days subsequent to the transaction(s).
- 7.3 The details of the fee are published in the Schedule of Fees and Charges and available on request.

8. Corporate cheque fee

- 8.1 A charge applies when corporate cheques are drawn against deposit accounts.
- 8.2 A corporate cheque is a cheque drawn by bankmecu at the request of a customer and includes counter cheques, mail withdrawal cheques and periodical payment cheques (excluding bulk payee payments). The purchase price, being the amount of the corporate cheque, is debited to the customer's account at the time the cheque is purchased.
- 8.3 The fee will be debited on the day the cheque is drawn.

9. Stopping corporate cheques

No Stop Payment will be processed on an bankmecu corporate cheque unless the cheque is lost or has been stolen and the customer signs an indemnity as required by bankmecu.

10. Tax file numbers

- 10.1 As required by taxation legislation, a customer who chooses not to quote their tax file number (TFN) or ABN or details of exemption in connection with an account will have Withholding Tax deducted from interest payments at the highest marginal tax rate plus Medicare levy if:
- (a) the account is in the name of a child under 16 and earns interest at a rate of more than \$420* per year (e.g. more than \$105* on a 3 month term account);
 - (b) the account earns interest at a rate of more than \$120* per year (e.g. more than \$30* on a 3 month term account).
- *Note: Amounts correct at time of publication.
- 10.2 Customers resident outside Australia may provide bankmecu with a declaration that they are Non-Residents for tax purposes. Customers providing such a declaration will have Withholding Tax deducted at the rate of 10% of any interest earned.
- 10.3 Any Withholding Tax deducted is forwarded to the Australian Taxation Office and will be available as a tax credit when an income tax return for the customer concerned is filed for the financial year in which the tax has been deducted.

11. Right of set-off against shares and deposits

bankmecu has a right of set-off against the credit balance of a deposit account or any dividend, interest, bonus or rebate payable to a customer for any debt owed by the customer to bankmecu.

12. Statement of accounts

- 12.1 Statements are produced monthly for all customers. Unless you register for electronic delivery (eStatements), statements and notices will be mailed to you at your current registered postal address.
- 12.2 At other times, customers may obtain a transaction listing by using Internet or Telephone Banking or by contacting bankmecu.

- 12.3 Copies of archived statements for periods of three months or more from the date of request may incur a fee. Refer to Schedule of Fees and Charges for details.

- 12.4 You agree to view your statement in a timely manner and promptly notify bankmecu if you find any errors, discrepancies or unauthorised transactions.

13. Electronic delivery (eStatements)

- 13.1 To register for electronic delivery of statements and notices, you are required to be registered for the Internet Banking Service and to provide and maintain a valid current email address.
- 13.2 To register for electronic delivery, you must access the eStatements registration facility within the Internet Banking service.
- 13.3 If you register for electronic delivery you agree to these terms and conditions and to receive statements and notices from bankmecu electronically.
- 13.4 You agree to access your eStatement using the Internet Banking Service.
- 13.5 If you are registered for electronic delivery, no statement will be mailed.
- 13.6 If for any reason bankmecu is unable to deliver electronic statements or notices, they will be mailed to your current postal address registered with bankmecu.

14. Joint accounts

- 14.1 Each account-holder of a joint account is jointly and severally (i.e. individually) liable for the full amount of any debt to bankmecu incurred in operating that account.
- 14.2 Upon the death of any account-holder of a joint account, ownership of that account automatically reverts to surviving account holder(s).
- 14.3 Initial instructions to operate a joint account must be agreed in writing by all parties to the account. It is possible for joint account holders to authorise one of, or any combination of, the joint account holders to operate the joint account.
- 14.4 If fewer than all the account holders can sign on the account, any one of the account holders can notify bankmecu that the account must revert to an "all to sign" authorisation method.

15. Dormant accounts

- 15.1 Where a customer has all inactive accounts (a customer generated transaction has not been initiated for a period of at least one year) bankmecu may declare the account dormant and charge an account maintenance fee. The fee will be charged quarterly whilst the account remains dormant. Refer to Schedule of Fees and Charges for details.
- 15.2 Before an account is declared dormant, bankmecu shall issue a notice to this effect, sent to the customer's last known address. Customers have 30 days to respond.
- 15.3 No interest shall be credited to an account after a customer has been declared dormant.
- 15.4 Upon declaration of the dormant account, the customer's share will be redeemed and any amount payable paid into the customer's account.
- 15.5 The account may be reactivated or closed at any time by written request. The customer will be required to meet the identification requirements of the AML/CTF Act before the request is processed. Any dormant account fees charged will be refunded.

16. Terminating accounts or services

- 16.1 Subject to any limitations specified in the terms and conditions of accounts or services being used by a customer, an account may be closed or service discontinued by providing a written request to bankmecu. The net credit balance less any applicable fees and charges will be paid to you.
- 16.2 bankmecu may terminate an account in accordance with the Constitution and may close an account due to unsatisfactory conduct of that account or for any other reason considered appropriate. Prior to termination or closure of an account bankmecu will notify you in writing at the last known address shown in its records.
- 16.3 All surviving account holders of a joint account are required to authorise the closure of a joint account.

services

17. Electronic access (including Internet Banking & Telephone Banking)

17.1 Introduction

- 17.1.1 These terms and conditions apply to bankmecu's 24 Hour Telephone Banking and Internet Banking Services.
- 17.1.2 The first use of these services by you or any person authorised by you will be deemed acceptance of these terms and conditions.
- 17.1.3 These terms and conditions operate in conjunction with any terms and conditions which apply to any accounts nominated by you to be accessed by use of this service.
- 17.1.4 In providing you with this service, bankmecu warrants that it will comply with the EFT Code of Conduct and the Mutual Banking Code of Practice.

17.2 Definitions

- Access Method – means a method authorised by us for your use and accepted by us as authority to make an Electronic Payment and to access your Account and its details and includes, but is not limited to, any combination of an Account number, card number, expiry date, PIN and password, but does not include a method which requires your manual signature. Separate Terms and Conditions apply for Visa Card and Redicard use which can be provided on request.
- Account/s – means any account which we agree you may access for the purpose of effecting Electronic Payments;
- Banking Business Day – means any day on which banks in both Melbourne and Sydney are able to effect settlement through the Reserve Bank of Australia;
- Cut Off Time – means the time, as we advise you from time to time, by which your payment instructions must be received by us in order for these instructions to be processed;
- Electronic Access – means Internet and/or Telephone Banking;
- Electronic Payment – means a funds transfer to any financial institution, including to bankmecu, a BPAY® Payment or an electronically initiated cheque withdrawal;
- Internet Banking – means accessing your Account with an Access Method through the bank website bankmecu.com.au. Customers must apply for Internet Banking.
- Customer Requirements – means any equipment/software as specified by bankmecu that you will require to use Electronic Access. It is your responsibility to obtain and maintain any equipment which may be necessary to use Electronic Access.

- Password – means a unique alphanumeric combination given to you by us that will enable you secure access to the Internet Banking facility, or in reference to the Telephone Banking facility, your access code. A birth date may not be used as a Password.
- Telephone Banking – means accessing your Account with an Access Method through bankmecu's Telephone Banking. Customers are registered upon application, or subsequently as required.

In addition, references to:

- “we”, “us” or “our” are references to us, bankmecu through which you have elected to gain access to Electronic Access; and
- “you” or “your” are references to you, the Account holder(s) in respect of the Account from which you instruct us to make Electronic Access.

17.3 Keeping your access method safe

Your liability for losses arising from unauthorised Electronic Payments on your Account depends on whether you contributed to the losses. To guard against unauthorised use, you agree to:

- 17.3.1 Keep secure and protect your Access Method;
- 17.3.2 Never reveal your Access Method to anyone (including friends or family);
- 17.3.3 Never write down your Access Method. If you cannot memorise your Access Method you must make a reasonable attempt to disguise it and not keep the record of it in an obvious place including your wallet, purse, handbag, bag or in a location close to the facility with which you use the Access Method;
- 17.3.4 Not allow any person to watch you enter, or hear your Access Method;
- 17.3.5 Avoid using your Access Method through telephone services that record numbers dialled such as are available in some hotels;
- 17.3.6 Change your Access Method if any doubt exists as to its security;
- 17.3.7 Change your Access Method at regular intervals;
- 17.3.8 Not select an Access Method that is easily recognisable, such as your name, date of birth, telephone number or personal detail that can easily be identified. You also agree to not change your Access Method to one of the above simply by altering the order of the characters or making it recognisable with a word easily associated with you;
- 17.3.9 Protect the security of the Access Method from any other act recognised by any court, government agency or industry ombudsman as a serious act contributing to the loss; and
- 17.3.10 Not unreasonably delay notification of loss or theft or security breach of the Access Method.

17.4 What if my access method is lost or stolen?

- 17.4.1 You must inform bankmecu immediately if you become aware of:
- (a) any unauthorised transaction or error on the account you access using the service, or
 - (b) unauthorised knowledge or access of your Access Method; or
 - (c) the loss or theft of a record of your Access Method; or
 - (d) the loss, theft or fraudulent use of electronic equipment which you use to access the service and which may contain your Access Method; or
 - (e) you suspect that your Access Method has become known to someone else.
- 17.4.2 If you become aware of any of the above you must call bankmecu immediately during business hours on **132 888**. If possible you must also immediately change your Access Method.

17.4.3 If telephone facilities are not available for notification you must report the loss, theft or misuse of your Access Method to one of our service centres.

17.5 How does electronic access work?

17.5.1 Internet Banking can be used to undertake the following activities:

- Obtain account balances;
- Transfer funds to and from your account to any other account which you or any other account holder maintains with us subject to daily and periodic limits established for users of Internet Banking;
- Transfer funds from your account to any other account held with other financial institutions or third parties who are approved by us to access Internet Banking subject to daily and periodic transaction limits established for users of Internet Banking;
- Access BPAY®;
- Obtain transaction information;
- Obtain Salary & Direct Credit information;
- Obtain Interest Earned information;
- Obtain Periodical Payment information;
- Such other activities which we add from time to time in relation to any user or class of user or in relation to an account or class of accounts.

Please call bankmecu on 132 888 to reactivate your service.

17.5.2 Telephone Banking can be used to undertake the following activities:

- Obtain account balances;
- Transfer funds to and from your account to any other account which you or any other account holder maintains with us subject to daily and periodic limits established for users of Telephone Banking;
- Obtain statement information;
- Obtain loan balances and loan transaction listings;
- Check presented cheques;
- Request statements of account;
- Obtain Account Numbers;
- Request a loan application form;
- Obtain investment account details;
- Obtain details of interest earned on your account for the financial year;
- Such other activities which we add from time to time in relation to any user or class of user or in relation to an account or class of accounts.

17.5.3 You can access all accounts and credit facilities made available by us.

17.5.4 bankmecu is authorised to act upon all instructions given through Electronic Access using your Access Method.

17.5.5 bankmecu will, as part of its security procedures, record and retain instructions.

17.5.6 Electronic Payments made through Electronic Access:

- are governed by these Terms & Conditions;
- are governed also by the Terms & Conditions of the accounts being used;
- may be processed at bankmecu's discretion;
- may be limited to specific amounts;
- are governed by the Electronic Funds Transfer Code of Conduct.

17.5.7 bankmecu may cancel the use of your Access Method for Electronic Access at any time without notice, if it believes the Access Method is being used, or will be used, in a way that will cause losses to you or bankmecu.

17.5.8 As Internet Banking transaction details are confirmed by email, you should not provide third parties with access to your email account.

17.6 What if electronic access is not available?

It is your responsibility to use other means of effecting transactions and obtaining information if for any reason you are unable to use Electronic Access. bankmecu undertakes to make all reasonable efforts to ensure that Electronic Access is available to you during the hours specified from time to time, but bankmecu is not liable to you for, or in connection with:

- failure of Electronic Access to perform in whole or in part, any function which bankmecu has specified it will perform;
- the unavailability of Electronic Access to you in whole or in part because of the failure of the communication network, your equipment/software or any circumstance beyond reasonable control;
- delays or errors in the execution of any transaction or instruction because of the communication network, your equipment/software or any circumstance beyond reasonable control.

17.7 How do I correct mistakes?

Contact bankmecu as soon as possible if you think:

- there has been a mistake in an Electronic Payment made through Electronic Access;
- information received through Electronic Access is wrong.

17.8 How accurate is electronic access?

bankmecu will take all reasonable steps to ensure that the information that it makes available to you through Electronic Access is correct and updated regularly at the intervals specified from time to time.

bankmecu will not be liable for or in connection with any inaccuracy, errors or omissions in that information because of the communication network, ancillary equipment or any other circumstance beyond its reasonable control.

17.9 Conditions binding

By signing the Internet Banking Application Form and/or by using Electronic Access you agree to the Terms & Conditions.

17.10 Failure to use Internet Banking

To ensure Internet Banking security and for customers to maintain an active status on their Internet banking service, customers should:

- Regularly log into Internet Banking;
- Regularly change their Net Code.

The following conditions will render Internet Banking inactive:

New Internet Banking User – Not logging on and not changing Net Code within 30 days of registering for the service;
Existing Internet Banking User – Not logging on for a period of 90 days.

17.11 Cancellation of electronic access

17.11.1 You may cancel your access to Electronic Access at any time by giving us written notice.

17.11.2 We may immediately cancel or suspend your access to Electronic Access at any time for security reasons or if you breach these Terms and Conditions or the terms and conditions of your Account.

17.11.3 We may cancel your access to Electronic Access for any reason by giving you 30 days notice. The notice does not have to specify the reasons for cancellation.

17.11.4 If, despite the cancellation of your access to Electronic Access, you carry out an Electronic Payment using an Access Method, you will remain liable for that Electronic Payment.

- 17.11.5 Your access to Electronic Access will be terminated when:
- we notify you that your Access Method or the Account with us has been cancelled;
 - you close the last of your Accounts with us which has Electronic Access;
 - you cease to be a customer; or
 - you alter the authorities governing the use of your Account or Accounts with Electronic Access (unless we agree otherwise).
- 17.11.6 If you do not access Internet Banking for 90 days then the service will be de-activated. To have the service re-activated you will need to contact bankmecu.
- 17.12 Your liability for electronic payments**
- 17.12.1 You are liable for all Electronic Payments carried out by you or by anybody carrying out a transaction with your consent, regardless of when the transaction is processed to your Account with us.
- 17.12.2 If you are responsible for a mistaken Electronic or Company Payment and we cannot recover the amount from the person or company who received it within 20 Banking Business Days of us attempting to do so, you will be liable for that payment.
- 17.12.3 You are not liable for losses caused by unauthorised Electronic Payments:
- (a) where it is clear that you have not contributed to the loss;
 - (b) that are caused by the fraudulent or negligent conduct of employees or agents of:
 - bankmecu;
 - any organisation involved in the provision of bankmecu's Internet Banking or Telephone Banking or BPA[®]; or
 - any Biller;
 - (c) relating to a forged, faulty, expired or cancelled Access Method;
 - (d) resulting from unauthorised use of the Access Method:
 - before you receive that Access Method; or
 - after you notify us that your Access Method has been misused, lost or stolen or used without your authorisation; or
 - (e) that are caused by the same Electronic Payment being incorrectly debited more than once to your Account.
- 17.12.4 You will be liable for any loss of funds arising from unauthorised Electronic Payments if the loss occurs before you notify us that your Access Method has been misused, lost or stolen or used without your authorisation and if we prove, on the balance of probabilities, that you contributed to the loss through:
- (a) your fraud or, if your Access Method includes a secret code or code(s) (such as a password or PIN), your failure to keep that code secure in accordance with clause 17.3;
 - (b) unreasonably delaying in notifying us of the misuse, loss, theft or unauthorised use of the Access Method and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us.
- 17.12.5 However, you will not be liable for:
- (a) the portion of the loss that exceeds any applicable daily or periodic transaction limit(s);
 - (b) the portion of the loss on your Account which exceeds the balance of your Account (including any prearranged limit);
 - (c) all losses incurred on any account which you had not agreed with us could be accessed using the Access Method;
 - (d) any losses occurring as a result of a delay in notification caused by our notification facilities not being available provided that you reasonably attempt to notify using the range of facilities available to you and notify us within a reasonable time of notification facilities becoming available.
- 17.12.6 Where a secret code such as a PIN or password is required to perform the unauthorised Electronic Payment and clause 17.11.4 does not apply, your liability for any loss of funds arising from an unauthorised Electronic Payment, if the loss occurs before you notify us that the Access Method has been misused, lost, stolen or used without your authorisation, is the lesser of:
- (a) \$150;
 - (b) the balance of your Account, including any prearranged credit;
 - (c) the actual loss at the time you notify us that your Access Method has been misused, lost, stolen or used without your authorisation (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Access Method or your Account).
- 17.12.7 You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under the Terms and Conditions or acted negligently or fraudulently under this agreement.
- 17.12.8 If you notify us that an Electronic Payment made from your Account is unauthorised, you must provide us with a written consent addressed to the Biller who received that Electronic Payment allowing us to obtain information about your Account with that Biller as is reasonably required to investigate the Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that Electronic Payment.
- 17.12.9 Notwithstanding any of the above provisions your liability will not exceed your liability under the Electronic Funds Transfer Code of Conduct.
- 17.13 Our liability in respect of electronic payments**
- 17.13.1 You agree that subject to your rights which are implied by law and which cannot be excluded by these Terms and Conditions, we will not be liable for:
- (a) any breakdown or interruption in the Access Method due to circumstances which are not under our direct control;
 - (b) any corruption of data or any breakdown or interruption to your computer or any other equipment utilised to access an Access Method;
 - (c) any error or delay in the execution of any Electronic Payment instructions you provided if the error or delay is due to circumstances not under our direct control;
 - (d) any refusal of another party to receive any Electronic Payment from you.
- 17.13.2 You agree that in the event of a breakdown or interruption to any Access Method system or any failure or error in any transmission of information in respect of Electronic Payments, we will not be liable for any resulting loss EXCEPT that we will:
- reverse any erroneous entry to your account caused by the malfunction;
 - refund any charges or fees imposed as a result; and
 - re-transmit any information and/or repeat any interrupted service or process, as appropriate.
- 17.13.3 You agree that in any event, our liability to you in respect of any Electronic Payment or for your use of an Access Method does not include consequential, indirect or economic loss.

17.14 Resolving errors on account statements

- 17.14.1 All Electronic Payments and applicable fees will be recorded on the account statements of the accounts to which they are debited.
- 17.14.2 If you believe an Electronic Payment entered on your statement is wrong, contact us and give the following details:
- your name and account number;
 - the date and amount of the transaction in question;
 - the date of the account statement in which the transaction in question first appeared;
 - a brief and clear explanation of why you believe the transaction is unauthorised or an error;
 - any other information as required.
- 17.14.3 Resolution of any disputes is subject to the EFT Code of Conduct and Section 33 Dispute Resolution in these Terms and Conditions.

17.15 Transaction recording

It is recommended that you record all receipt numbers issued in respect of Electronic Payments to assist in checking transactions against your statements. We recommend you record the receipt numbers on the relevant bills.

17.16 Transaction and other fees

- 17.16.1 Fees detailed in the Schedule of Fees and Charges advised to you periodically and available on request, and the amount of such fees (including any dishonour fee), apply to:
- any Electronic Payment;
 - giving you Electronic Access;
 - any other service provided in relation to Electronic Access.
- 17.16.2 We will debit to you any government charges, duties or taxes arising out of an Electronic Payment.
- 17.16.3 We may charge you with dishonour fees for any future-dated Electronic Payments that have failed due to insufficient funds in the relevant Account.
- 17.16.4 If at any time there are insufficient funds in your nominated account, bankmecu may debit any other of your accounts (see clause 11).

17.17 Transaction limits

- 17.17.1 Unless otherwise agreed in writing a daily transaction limit of \$50,000 applies to all electronic banking transactions conducted using Telephone Banking or Internet Banking except for external transfers.
- 17.17.2 Unless otherwise agreed in writing a daily transaction limit of \$10,000 applies to transactions transferring funds to other financial institutions using Internet Banking.
- 17.17.3 Other financial institutions and third parties may impose their own transaction limits and bankmecu will not bear any responsibility for these limits and restrictions.

18. BPAY®

Important

These Terms and Conditions will govern your access to BPAY®. It is therefore important that you read these Terms and Conditions carefully before you use BPAY®. These Terms and Conditions must be read in conjunction with your account's Conditions of Use as well as the Electronic Access Terms and Conditions.

If you access BPAY® then you will be taken to have read, understood and accepted these Terms and Conditions. Upon such use, these Terms and Conditions apply to every BPAY® payment on your account and you will be legally bound by them.

18.1 Definitions

- Account/s – means your nominated account/s that we agreed can be accessed for the purpose of effecting BPAY® transactions;
- Biller – means an organisation who tells you that you can make bill payments to them through BPAY®;
- BPAY® – means the electronic payment scheme called BPAY® operated in co-operation between Australian financial institutions, which enables you to effect bill payments to billers who participate in BPAY®, either via telephone or internet access or any other access method as approved by us from time to time;
- BPAY® Internet site – means our BPAY® Internet site accessed via bankmecu.com.au or at any other address advised to you by us from time to time;
- BPAY® payment – means a payment transacted using BPAY®;
- Business day – means any weekday banks are open for business in both Melbourne and Sydney;
- In addition, references to:
 - “we”, “us” or “our” are references to us, bankmecu through which you have elected to gain access to BPAY®; and
 - “you” or “your” are references to you, the account holder(s) in respect of the account with us which may be accessed via BPAY®.

18.2 Using BPAY®

- 18.2.1 We are a customer of BPAY®. We will tell you if we are no longer a customer of BPAY®.
- 18.2.2 BPAY® can be used to pay bills bearing the BPAY® logo. We will advise you if and when other transactions can be made using BPAY®.
- 18.2.3 Unless you are advised otherwise, you may use BPAY® only to make payments from the nominated accounts which are linked with BPAY® access.
- 18.2.4 We will debit the value of each BPAY® payment and any applicable fees to the Account from which the relevant BPAY® payment is made.
- 18.2.5 If you instruct us to make any BPAY® payment, but close the Account to be debited before the BPAY® payment is processed, you will remain liable for any dishonour fees incurred in respect of that BPAY® payment and we may exercise our rights of set-off under condition 11.
- 18.2.6 You acknowledge that third party organisations (such as Billers or other financial institutions) may impose additional restrictions on your access to and use of BPAY®.
- 18.2.7 You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.

18.3 Processing of BPAY® payments

- 18.3.1 A BPAY® payment instruction is irrevocable. Except for future-dated payments (addressed in clause 19.4) you cannot stop a BPAY® payment once you have instructed us to make it and we cannot reverse it.
- 18.3.2 You should notify us immediately if you think you have made a mistake other than a mistake in the amount you meant to pay.
- 18.3.3 You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY® payment and later discover that:
- the amount you paid was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or

- the amount you paid was less than the amount you needed to pay, you can make another BPAY® payment for the difference between the amount you actually paid and the amount you needed to pay.
- 18.3.4 If we receive your direction before 4:00 pm Melbourne time on a business day, a BPAY® payment is treated as received by the biller to whom it is directed on the date you direct us to make it, and otherwise, on the next business day after you direct us to make it.
- 18.3.5 Notwithstanding this, a delay may occur processing a BPAY® payment if:
- there is a public or bank holiday on the day after you instruct us to make the BPAY® payment;
 - you tell us to make a BPAY® payment on a day which is not a Banking Business day or after the Cut Off Time on a Banking Business Day; or
 - a biller, or another financial institution participating in BPAY®, does not comply with its BPAY® obligations.
- 18.3.6 If we are advised that your payment cannot be processed by a Biller, we will:
- advise you of this;
 - credit your Account with the amount of the BPAY® payment; and
 - take all reasonable steps to assist you in making the BPAY® payment as quickly as possible.

18.4 Future-dated payments

You may arrange BPAY® payments up to ninety days in advance of the time for payment. If you use this option you should be aware that:

- 18.4.1 You are responsible for maintaining, in the Account to be drawn on, sufficient cleared funds to cover all future-dated BPAY® payments (and any other drawings) on the day(s) you have nominated for payment.
- 18.4.2 If there are insufficient cleared funds, the BPAY® payment will not be made and you may be charged a dishonour fee.
- 18.4.3 You are responsible for checking your Account transaction details or Account statement to ensure the future-dated payment is made correctly.
- 18.4.4 You should contact us on **132 888** if there are any problems with your future-dated payment.
- 18.4.5 You must contact us if you wish to cancel a future-dated payment after you have given the direction but before the date for payment. You cannot stop the BPAY® payment on or after that date.

18.5 BPAY® transaction limits

Unless otherwise agreed in writing a daily transaction limit of \$50,000 applies to transactions conducted using BPAY®.

18.6 Refusing BPAY® payment directions

You acknowledge and agree that:

- 18.6.1 We may refuse for any reason to give effect to any direction you give us in respect of a transaction to be made via BPAY®.
- 18.6.2 We are not liable to you or any other person for any loss or damage which you or that other person may suffer as a result of such refusal; and
- 18.6.3 If an Account from which the BPAY® payment is made has insufficient funds we may dishonour the BPAY® payment direction and/or we may set off your BPAY® liabilities against any other account you have with us (see clause 11) but this does not affect our rights to dishonour the BPAY® payment direction.

18.7 Reversals and chargebacks

No chargebacks or reversals will be provided through the BPAY® scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller including where the merchant may have failed to deliver the goods and services to you. This clause operates with respect of BPAY® Payments sourced from credit card accounts notwithstanding any statement to the contrary contained in any credit card scheme rules.

18.8 BPAY® View™ special terms and conditions

- 18.8.1 BPAY® View™ is a scheme through which you can receive or access bills or statements electronically from participating Billers nominated by you by opening an email sent to you whenever a bill or statement is received by us with a link to our Website or by accessing our Website.
- 18.8.2 You need to register in order to use BPAY® View™. Find out how to register at bankmecu.com.au ("Website") by accessing your Internet Banking login.
- 18.8.3 If you register with BPAY® View, you:
- (a) agree to our disclosing to Billers nominated by you:
 - such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable Billers to verify that you can receive bills and statements electronically using BPAY® View™ (or telling them if you cease to do so); and
 - that an event in clause 18.8.4 b., c., d., e. or f. has occurred;
 - (b) agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our Website and any link to a bill or statement;
 - (c) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. For the purposes of this clause we are the agent for each Biller nominated by you under (a) above.
- 18.8.4 You may receive paper bills and statements from a Biller instead of electronic bills and statements:
- (a) at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
 - (b) if you or a Biller de-register from BPAY® View™;
 - (c) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
 - (d) if your email address is incorrect or cannot be found and your email is returned to us undelivered;
 - (e) if we are aware that you are unable to access your email or our Website or a link to a bill or statement for any reason; or
 - (f) if any function necessary to facilitate BPAY® View™ malfunctions or is not available for any reason for longer than the period specified by the applicable Biller.
- 18.8.5 You agree that when using BPAY® View™:
- (a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
 - when we receive confirmation that your server has received the email notification, whether or not you choose to access your email;
 - and at the email address nominated by you;
 - (b) if you receive notification on our Website without an email then that bill or statement is received by you:

- when a notification is posted on our Website, whether or not you choose to access our Website; and
 - at our Website;
- (c) bills and statements delivered to you remain accessible through our Website for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not;
- (d) you will contact the Biller direct if you have any queries in relation to bills or statements.
- 18.8.6 You must:
- (a) check your emails or our Website at least weekly;
 - (b) tell us if your contact details (including email address) change;
 - (c) tell us if you are unable to access your email or our Website or a link to a bill or statement for any reason; and
 - (d) ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available).
- 18.8.7 BPAY® View™ billing errors
- (a) For the purposes of this clause 18.8.7, a BPAY® View™ billing error means any of the following:
 - If you have successfully registered with BPAY® View™ –
 - (i) failure to give you a bill (other than because you failed to view an available bill);
 - (ii) failure to give you a bill on time (other than because you failed to view an available bill on time);
 - (iii) giving a bill to the wrong person;
 - (iv) giving a bill with incorrect details;
 - If your BPAY® View™ deregistration has failed for any reason giving you a bill if you have unsuccessfully attempted to deregister from BPAY® View™.
 - (b) You agree that if a billing error occurs:
 - you must immediately upon becoming aware of the billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and
 - the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment and as a result of the billing error;
 - you agree that for the purposes of this clause you are responsible for a billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY® View™.

19. Direct debits

- 19.1 Customers can instruct an authorised supplier to debit funds from their account.
- 19.2 To cease a direct debit customers must contact the supplier or advise the bank in writing.
- 19.3 bankmecu will not process any particular payment where there are insufficient available funds in the customer's specified account. A dishonour fee will be debited to the customer's account in these instances. Details of the fee are available on request. bankmecu may, at its absolute discretion, determine the order of priority of payments by it of any monies pursuant to the direct debit request or any authority or mandate.

- 19.4 bankmecu may, at its absolute discretion, at any time, by giving notice in writing to the customer, terminate any authority to direct debit.

20. Quick debit

- 20.1 On the standard authority available on request signed by the customer, customers can instruct bankmecu to debit funds from an account held at another financial institution in accordance with these terms and conditions.
- 20.2 Customers may defer, stop or cancel a debit by giving bankmecu notice in writing.
- 20.3 A dishonour fee will be debited to the customer's account where the debit has been returned unpaid. Details of the fee are available on request.
- 20.4 bankmecu may, at its absolute discretion, at any time, by giving notice in writing to the customer, terminate any authority to debit.

21. Staff Assisted Telephone Banking

- 21.1 Staff Assisted Telephone Banking can be used to undertake the following activities:
- (a) obtain account balances.
 - (b) make general account enquires.
 - (c) obtain transaction history.
 - (d) change of address.
 - (e) transfer funds between your accounts and to different accounts.
 - (f) open and close accounts.
 - (g) alter, commence or cancel auto transfer (periodical payment) authorities.
 - (h) alter existing payroll deduction/whole of pay break-up.
 - (i) alter, provide renewal instructions or open a new term deposit.
 - (j) partial or full redemption of a term deposit with applicable fee.
 - (k) order/cancel lost/stolen/damaged cards.
 - (l) request a stop payment for a customer cheque.
 - (m) complete a mortgage redraw.
 - (n) send a corporate cheque to a customer's home address.
 - (o) send a facsimile of account transactions to a nominated fax number.
 - (p) add or delete the sweep facility.
 - (q) alter or cancel direct debits.
 - (r) alter the account linked to a Redicard or VISA Card.
 - (s) alter other account details.
 - (t) electronic funds transfer (once-off payments).
- Banking activities cannot be authorised over the telephone unless a passcode has been provided.
- 21.2 To transact on your account with the help of a consultant, you agree to nominate a passcode for confidentiality and security reasons. Without a passcode your access will be restricted to making general enquires. To nominate your personal passcode, you will complete the passcode section in your account application; or request an application.
- 21.3 Your personal passcode will not be disclosed to anyone. You agree to avoid nominating obvious words or number sequences, e.g. names, birthdays, postcodes.
- 21.4 Each customer (or authorised signatory) must have his or her own passcode to use the service. Any customer (or authorised signatory) may quote their customer number and their passcode to use the service. The service is not available where two signatories are required to authorise any transactions on an account.

- 21.5 Customers wishing to discontinue or amend the use of their passcode must do so in writing.
- 21.6 All transactions requested with your passcode and customer number shall be agreed to be authorised by you and constitute your authority to debit your account where applicable. Except in the circumstances detailed below, you agree your authority stands even if the instruction is provided by another party using your passcode and customer number.
- 21.7 You will not be liable for unauthorised transactions:
- where it is clear that you have not contributed to the loss;
 - that are caused by the fraudulent or negligent conduct of employees or agents of bankmecu; or
 - that result from a fraudulent application for a passcode.
- 21.8 All payments requested are subject to sufficient funds being available in your account.
- 21.9 If, for any reason whatsoever, bankmecu fails or is unable to complete a transaction or instruction in accordance with your request, it will use its best endeavours to notify you of such failure or inability either verbally, or in writing. It shall not be liable for any loss or damage suffered by you as a result of such failure or inability.
- 21.10 You agree to check that all entries are received; and advise immediately any concerns.
- 21.11 bankmecu does not agree to act if the instructions are not accurate and comprehensible.
- 21.12 Transaction fees are payable for staff assisted transfers and withdrawals. Fees may apply to other services (refer Schedule of Fees and Charges for details).
- 21.13 If we suspect any unlawful activity or breach of these terms and conditions, bankmecu reserves the right to cancel your access to telephone banking at any time and without prior notice.
- 22. Mail withdrawals**
- 22.1 bankmecu will process written payment requests signed by a signatory to the account, provided there are sufficient available funds in the account.
- 22.2 Where there are insufficient funds in the account to process all requests, bankmecu will process those payments for which there are sufficient funds. The order of payment will be at its discretion unless otherwise instructed.
- 22.3 It is the customer's responsibility to ensure funds are available to meet any requests for withdrawal.
- 23. Periodic payments**
- 23.1 Definitions**
- 23.1.1 "Periodic payments" are authorities from a customer to make a payment from their account of a specified identical amount at regular intervals to the same payee. Periodic Payments may include BPAY® Transactions, terms and conditions for which are specified in clause 18.
- 23.1.2 "Date first payment" is the date notified by the customer as date on which payment will be debited. The customer must allow sufficient days of grace to ensure delivery of the payment by the due date.
- 23.2 Payments will not be made, if on the authorised date, the nominated account to be debited holds insufficient funds. Attempts will be made for the following five consecutive business days to complete the transaction.
- 23.3 In the case of payments to be credited to loan accounts held, bankmecu is authorised to increase or decrease the amount of the payment to allow for any repayment variation notified in accordance with the loan contract.
- 23.4 bankmecu may at its absolute discretion terminate this authority at any time by notice in writing.
- 23.5 This authority will remain effective until cancelled notwithstanding death or bankruptcy until notice of the customer's death or bankruptcy is received.
- 23.6 bankmecu may debit the customer's account for the amount of any charges imposed upon it by the payee incidental to the processing of any payment.
- 23.7 bankmecu will not be responsible for paying any fees charged by any payee incidental to processing bank cheques and the customer accepts the responsibility of paying such fees and charges.
- 23.8 bankmecu may at its absolute discretion determine the order of priority of payment of any monies pursuant to this authority or any cheque or other order given to bankmecu.
- 23.9 To the extent permissible under the Trade Practices Act and any equivalent state legislation, bankmecu excludes all liability it may have otherwise incurred but for this clause, arising out of or in any way connected with providing or failing to provide authorised payment services. In the event bankmecu incurs any liability arising out of or in any way connected with providing or failing to provide this service, such liability is limited to supply of the service in respect of any affected transactions.
- 23.10 bankmecu will not be responsible for any loss arising from a regular payment or transfer not taking place as a result of there being insufficient funds in the nominated account.
- 23.11 bankmecu may charge a fee for each authorised payment. The fee is listed in the bank fees and charges brochure available on request.
- 24. Cheque deposits**
- 24.1 Funds from cheques deposited to customers' accounts will not be available until the expiry of a clearance time.
- 24.2 Clearance times are as follows:
- (a) Bank@Post® – 7 working days;
 - (b) all other domestic cheques (excluding foreign currencies) – funds are usually available after three working days;
 - (c) foreign currency – see 29.1.2
- 24.3 A request for "Special Clearance" on a cheque may be made at the time of deposit for a fee. Funds will be available upon confirmation by the drawee's bank that the cheque has been cleared (usually 1-2 days).
- 24.4 Cheques will be credited only to the account of the payee shown on the cheque, unless endorsed to be paid to another account by the payee subject to the requirements of the Cheques and Payments Orders Act.
- 24.5 In the event any amount is credited to a customer's account and the customer has no entitlement to the payment the transaction will be reversed immediately the error is discovered and the customer will be advised.
- 24.6 You are liable to reimburse bankmecu for the amount of any dishonour fee charged by any other financial institution in respect of any cheque deposited into your account by you or with your authority. bankmecu may debit the amount of such fees to your Access account.

25. Direct credits

25.1 Definitions

- 25.1.1 "Direct credit" means a payment which a customer has authorised a direct credit supplier to credit to an account at bankmecu.
- 25.1.2 "Release date" is the supplier nominated date for funds to be available in the customer's account.
- 25.2 Direct credits notified to bankmecu in advance of the release date may be posted to customer's accounts on notification but will not be available for withdrawal or interest accrual purposes until 9.00am on the release date.
- 25.3 Direct credits notified to bankmecu and posted to customer's accounts after the release date will be backdated to the release date for interest accrual purposes provided bankmecu has received value by that date.
- 25.4 bankmecu may reverse a direct credit that it has received on behalf of a customer if for any reason whatsoever it does not receive value for that credit.
- 25.5 In the event any amount is credited to a customer's account and the customer has no entitlement to the payment the transaction will be reversed immediately the error is discovered and the customer will be advised.
- 25.6 bankmecu may reverse any interest paid as a result of an amount credited in error or an amount credited for which it has not received value.
- 25.7 bankmecu will credit customers' accounts according to the account details supplied by the direct credit supplier. The information required is as follows:
- (a) bankmecu BSB (contact bankmecu for details);
 - (b) Account Number; and
 - (c) Surname of account holders.
- Inaccurate account details may result in delays in crediting of payments or return of payments to the supplier.
- 25.8 Where account details supplied with a direct credit relate to a closed account or an account not held by bankmecu the value will be returned to the direct credit supplier.
- 25.9 Direct credits from a nominated supplier can be allocated between any accounts provided that the allocation is requested in writing and received prior to the posting of the credit. Where no allocation is notified, funds will be credited to the Access account.
- 25.10 Where insufficient funds are received to cover a nominated allocation, funds will be credited in the order nominated until exhausted. Where funds credited are greater than the nominated allocation, excess funds will be credited to the last nominated account.
- 25.11 The customer shall indemnify bankmecu for any loss incurred by bankmecu arising from the provision of a direct credit service.

26. Payroll deductions

26.1 Definitions

- 26.1.1 "Payroll deduction" means a payment which is debited from a customer's payroll by their employer and forwarded to bankmecu on their behalf.
- 26.1.2 "Late variation" is a request received by bankmecu from the customer's employer to alter the amount remitted to a customer after payments have been posted to customers' accounts.
- 26.2 bankmecu may reverse a payroll deduction that it has credited to a customer's account if for any reason whatsoever it does not receive value for that credit.

- 26.3 bankmecu reserves the right to adjust the customer's account to the extent of any Late Variation advised by the customer's Employer.
- 26.4 In the event any amount is credited to a customer's account and the customer has no entitlement to the payment the transaction will be reversed immediately the error is discovered and the customer will be advised.
- 26.5 bankmecu may reverse any interest paid as a result of an amount credited in error or an amount credited for which it has not received value.
- 26.6 Payroll deductions can be allocated between any accounts provided that the allocation is requested in writing to bankmecu and received prior to the posting of the credit. Where no allocation is notified, funds will be credited to the Access account.
- 26.7 Where insufficient funds are received to cover a nominated allocation, funds will be credited in the order nominated until exhausted. Where funds credited are greater than the nominated allocation, excess funds will be credited to the last nominated account.
- 26.8 The customer shall indemnify bankmecu for any loss incurred by bankmecu arising from the provision of a payroll deduction service.

27. Bank deposit facility

- 27.1 The Bank Deposit Facility allows customers to deposit funds to specified accounts via National Australia Bank (NAB) branches, using an encoded deposit book (separate application required).
- 27.2 Funds deposited through the NAB Deposit Facility to customers' accounts are processed at the absolute discretion of the National Australia Bank.
- 27.3 Where such funds are processed by the NAB as "cash", funds are available upon crediting to the account. Otherwise, funds are not available until after three working days from the date of crediting at bankmecu.
- 27.4 In the event any amount is credited to a customer's account and the customer has no entitlement to the payment, the transaction will be reversed immediately the error is discovered and the customer will be advised.

28. Bank@Post®

- 28.1 Bank@Post® allows customers to deposit and withdraw from their bankmecu account using their bankmecu Visa Card or Redicard and PIN. A fee is payable for withdrawals. Refer to Schedule of Fees and Charges for details.
- 28.2 Funds deposited at Bank@Post® outlets to customers' accounts are processed at the absolute discretion of Australia Post.
- 28.3 Funds deposited at Bank@Post® outlets as "cash", are available upon crediting to bankmecu account. Otherwise, funds are not available until after seven working days from the date of crediting at bankmecu.
- 28.4 In the event any amount is credited to a customer's account and the customer has no entitlement to the payment the transaction will be reversed immediately the error is discovered and the customer will be advised.
- 28.5 Where funds are withdrawn from Bank@Post® outlets bankmecu Access Visa Card and Redicard Conditions of Use apply.

29. Foreign currency transactions

29.1 Foreign currency deposits

- 29.1.1 Deposits of instruments in foreign currency are only accepted on the condition that they are subject to full recourse without time constraints. In the event of the instrument being returned without payment, the account holder agrees to reimburse bankmecu for the full amount paid to them at the time of original transaction.

- 29.1.2 Funds credited as a result of deposits of instruments in foreign currency will not be available for 35 days. Even after funds are made available, the depositor agrees to reimburse bankmecu if any such instruments are returned without payment at a subsequent date.
- 29.1.3 Any processing charge levied by bankmecu's Foreign Currency clearing agency will be debited to the customer's account at the time of deposit.
- 29.1.4 The foreign currency conversion rate is at the absolute discretion of the clearing agency, and will vary at any time according to the prevailing exchange rate. The conversion rate will be that rate which applies at the time of processing by the clearing agency, not necessarily the date bankmecu first receives the deposit, and will be available on the day of processing.

29.2 International drafts, telegraphic transfers, travellers cheques and Cash Passport cards

- 29.2.1 bankmecu's provider of the service will issue terms and conditions of these products at the time you acquire the product. They are also available on request.

30. Other services

Terms and Conditions of other services offered (i.e. Loans, Insurance, Access VISA card, Visa Credit card and Redicard and Personal Cheque Book) are supplied at the time of applying for the particular service and are also available on request.

31. Referral services

- 31.1 From time to time the bank refers customers to various services:
- Financial Planning
 - Travel
 - Car Buying
 - Taxation
 - Legal
 - Merchant facilities
 - Accounting services
 - Payroll
- 31.2 Whilst bankmecu takes all care to establish the bona-fides of such services, the responsibility for the service rests with the particular service provider.
- 31.3 bankmecu welcomes feedback from customers regarding these services.

general

32. Change of address

Customers must advise in writing as soon as possible of any change in their address; and/or their home, business and mobile telephone numbers; and/or their email address.

33. Dispute resolution

- 33.1 In the first instance, customers with a grievance should contact bankmecu, and seek to have the issue resolved to their satisfaction.
- 33.2 If we are unable to settle your concern immediately and to your satisfaction, a written complaint should be forwarded to the Disputes Officer.
- 33.3 Within 21 days of receipt from you of the details of your complaint, we will do any of the following:
- advise you in writing of the results of our investigation; or

- advise you in writing that we require further time to complete our investigation.
- 33.4 If bankmecu is unable to resolve your complaint within 45 days it will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where bankmecu is waiting for a response from you and you have been advised that bankmecu requires such a response.
- 33.5 If your complaint has not been resolved within 90 days of receipt of the details of your complaint you may request the bank to refer the matter to its external dispute resolution service for review.
- 33.6 When bankmecu advises you of the outcome of the investigation it will notify you in writing of the reasons for its decision by reference to these terms and conditions and (where appropriate) the Electronic Funds Transfer Code of Conduct and advise you of any adjustments it has made to your account. If you are not satisfied with the decision, a written complaint should be forwarded to the Chief Executive requesting the decision be reviewed with any relevant information supporting your case.
- 33.7 Where the review is not to your satisfaction, an external dispute resolution mechanism is available. You may request that the determination be referred to bankmecu's external disputes resolution service. Contact information can be obtained by contacting bankmecu.

34. Mutual Banking Code of Practice

The relevant provisions of the Mutual Banking Code of Practice apply to the products and services listed in these Terms and Conditions.

35. Variation of terms and conditions

- 35.1 bankmecu reserves the right to alter the terms and conditions (including fees and charges) of any of its products and services from time to time.
- 35.2 When, in relation to a Product or Service, bankmecu intends to:
- introduce a fee or charge (other than a Government charge);
 - reduce the number of fee free transactions;
 - vary the method by which interest is calculated or the frequency with which it is debited or credited;
 - increase fees or charges;
 - increase your liability for losses;
 - impose, remove or adjust daily or periodic limits on Electronic Payment transactions; or
 - make any changes to your Account(s) in respect of which the law requires that notice be given to you;
- bankmecu will provide written notice, in accordance with the provisions of Mutual Banking Code of Practice, subject to section 35.5, of the change to affected customers at least 20 days before it takes effect.
- 35.3 Subject to section 35.5, bankmecu will notify affected customers of the introduction or variation of a Government charge payable directly or indirectly by its customers through advice on bankmecu's website, through a notice in a customer newsletter, e-newsletter or an account statement, or by way of direct written notice to affected customers, unless the introduction or variation is publicised by a Government, Government agency or representative body.
- 35.4 Subject to section 35.5, bankmecu will notify affected customers of other variations to the Terms and Conditions (including any variation to interest rates) of a Product or Service by advice on

bankmecu's website, through a notice in a customer newsletter, newsletter or an account statement, or by way of direct written notice to affected customers, no later than the day on which the variation takes effect. bankmecu will make note of the reason why a particular method is selected by reference to the nature and extent of the change and cost effectiveness of the method used.

- 35.5 If a variation of a kind referred to in sections 35.2-35.4 results in a reduction in the obligations of the affected customers (e.g. a lowering of a loan interest rate or a reduction in fees or charges), then notice of the variation may not be given until the next time that bankmecu corresponds with the affected customers.
- 35.6 Written notice to a customer will be directed to his or her mailing address last recorded with the bank.
- 35.7 If bankmecu notifies of an increase to the daily transaction limits applying to Electronic Payments and you do not wish your daily limit on Electronic Payments to be increased you must notify us before the effective date of change. Otherwise, once you access the increased transaction limit, you will be deemed to have consented to the increase.
- 35.8 We are not obliged to give you advance notice if an immediate change to the Terms and Conditions is deemed necessary for security reasons.

36. Privacy

As a customer of bankmecu we will collect personal information from you from time to time. This statement explains how we collect, use and disclose personal information. We will not use or disclose your information otherwise than as set out in this statement, for a purpose you would reasonably expect, a purpose required or authorised by law, or a purpose otherwise disclosed to or authorised by you.

'Personal information' is information about and which identifies individuals. It includes information obtained from any source and, should you apply for a loan or act as a guarantor of a loan, it will include anything about credit worthiness, standing history and capacity which, under and in accordance with the Privacy Act 1988, may lawfully be exchanged.

36.1 Purposes for which we may collect and use personal information

- (a) You agree that personal information about you which may at any time be provided to us in connection with a facility for which application is made may be held and used by us to assess and process the application, to establish, provide and administer the facility and to execute your instructions.
- (b) You agree, if you make application for credit to us or if you act as a guarantor in respect of credit we may provide, that, in assessing the application (or, if relevant, in assessing whether to accept you as a guarantor), we may seek and obtain personal information about you from a credit reporting agency or other financial institution and may give personal information about you to another financial institution.
- (c) You also agree that we may hold and use personal information about you, which may at any time be provided to us in connection with a facility for which you make application to us, for the purposes (as relevant) of:
- considering any other application you may make to us;
 - complying with legislative and regulatory requirements;
 - performing administrative functions, including accounting, risk management, record keeping, archiving, systems development, credit scoring and staff training;
 - managing our rights and obligations in relation to external payment systems;

- conducting market or customer satisfaction research;
- developing, establishing and administering alliances and other arrangements (including rewards programs) with other organisations in relation to the promotion, administration and use of our respective products and services;
- developing and identifying products and services that may interest you;
- (unless you ask us not to) providing you with information about other products and services; and
- Loan Protection Insurance.

- (d) To be a customer of bankmecu the Corporations Act requires us to obtain your name and address. If a facility for which you make application to us is an 'account', as defined in the Financial Transactions Reports Act 1988, the collection by us of some information to verify your identity and address is required by that Act. Otherwise, the collection of information about you is not required by law, but without it, we may not be able to provide you with the facility for which you apply.
- (e) Where personal information which we collect about you is sensitive information (such as information about health status, membership of a professional or trade association or a criminal record), you nevertheless consent to its collection by us.

36.2 Disclosure of personal information

You agree that we may collect personal information about you from, and disclose it to, the following, even if the disclosure is to an organisation overseas and that organisation is not subject to the same privacy obligations which apply to us:

- credit reporting agencies;
- other financial institutions;
- mortgage insurers used by us and reinsurers of any mortgage insurer;
- our IT Bureau (Data Action Pty Ltd), our agents, contractors and external advisers (including Cuscal Limited) whom we engage from time to time to carry out, or advise on, our functions and activities;
- our contractors which supply electronic funds transfer (EFT) switching, credit card processing and related services for bankmecu card holders;
- your agents and contractors, including your finance broker, legal adviser, financial adviser, builder and settlement agent;
- your executor, administrator, trustee, guardian or attorney;
- your referees, including your employer;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- any person who introduces you to us;
- other organisations (including Cuscal Limited) with whom we have alliances or arrangements (including rewards programs) for the purpose of promoting our respective products and services, and any agents used by us and our business partners in administering such an arrangement or alliance;
- anyone supplying goods or services to you in connection with a rewards program associated with a facility;
- debt collecting agencies;
- external payment systems operators;
- your insurers or prospective insurers and their underwriters;
- your sureties and guarantors and prospective sureties and guarantors;

- an organisation proposing to fund the acquisition of or acquire, any interest in any obligation you may owe us (whether under a loan, guarantee or security), that organisation's agents, persons involved in assessing the risks and funding of the acquisition and, after acquisition, the purchaser and any manager;
- any person to the extent necessary, in our view, in order to carry out any instruction you give to us; and
- (unless you tell us not to) our related bodies corporate for the marketing of their products and services.

36.3 Personal information about third parties

You represent that, if at any time you supply us with personal information about another person (for example, a referee), you are authorised to do so and you agree to inform that person who we are, that we will use and disclose their personal information for the purposes set out above, and that they can gain access to that information.

36.4 Access to your personal information and contacting us

Subject to provisions of the Privacy Act 1988, you may access personal information which we may hold about you at any time by asking us. Notwithstanding anything else in this statement, you may, at any time, advise us that you do not wish to receive any direct marketing communication. You may do this by advising us personally, in writing or completing and forwarding to us the opt out declaration contained in the direct marketing material sent to you.

37 Anti Money Laundering/Counter Terrorism Financing Laws

bankmecu is subject to anti-money laundering/counter terrorism financing (AML/CTF) laws both within Australia and also any foreign country. These laws may affect the ability of bankmecu to provide services to customers. In complying with these laws:

- we may be required to disclose AML/CTF information by law;
- we may be required to release information regarding internet banking transactions to overseas regulators;
- we may be prohibited from effecting some internet banking transactions to overseas jurisdictions and involving certain persons (in addition to the prohibitions required by Australian law);
- your transactions could be delayed, blocked or frozen if we believe on reasonable ground that making a payment may be in breach of the law;
- you agree that we will incur no liability to you if we do delay or block any transaction, or refuse to pay any money in the reasonable belief that a transaction may contravene any such law;
- we may need to collect additional information from you in order for it to comply with AML/CTF laws; and
- where we may suffer loss from you entering into transactions that would breach AML/CTF laws or acting on someone else's behalf (unless they are a trustee) in breach of the AML/CTF laws, we may seek a customer warranty or an indemnity based on the warranty.

If you have any queries in relation to the Terms and Conditions, please call us on **132 888** and we will be pleased to assist.



UNEP Finance Initiative
Innovative financing for sustainability



Certified by the
Carbon Reduction Institute

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