



## **Notice of changes to ME Treasury product terms and conditions.**

**Changes to the terms and conditions of your ME Treasury products including the ME Treasury Business Online Savings Account terms, ME Treasury Products terms, the ME Treasury Term Deposit Product Disclosure Statement and terms to take effect on or after 28 February 2022 (subject to applicable regulatory approvals).**

References to **Members Equity Bank Limited, ME, ME Bank, we, us** and **our** in these documents will be changed to mean the following:

'ME Bank – a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian Credit Licence Number 244616.'

**Changes to the terms and conditions of your ME Treasury products with ME to take effect on 31 March 2022.**

### **Changes to the ME Treasury Business Online Savings Account terms and conditions.**

#### **21 – Privacy.**

The first bullet point of clause **21.3** has been deleted and replaced with:

our related bodies corporate, insurers, service providers and alliance partners (including any third party we have arrangements with)

The fifth bullet point of clause **21.3** is amended by deleting 'FOS Australia' and replacing it with 'AFCA'.

Clause **21.4** is amended by deleting the first sentence and replacing it with:

ME may use personal information to keep you up to date with other ME products and services.

### **Changes to the ME Treasury Products terms and conditions.**

#### **13 – Privacy Notice.**

The first bullet point of clause **13.3** has been deleted and replaced with:

'our related bodies corporate, insurers, service providers and alliance partners (including any third party we have arrangements with)'

The fifth bullet point of clause **13.3** is amended by:

deleting the words '(for example the Australian Financial Complaints Authority)'

The first sentence of Clause **13.4** been deleted and replaced with:

'ME , may use personal information collected in relation to the account to keep you up to date with other ME products and services or those of our related companies and alliance partners'.

**Changes to the ME Treasury Term Deposit Product Disclosure Statement (PDS).**

The existing PDS dated 5 October 2022 is replaced with the PDS dated 28 February 2022 enclosed with this notice.

**Changes to the ME Treasury Term Deposit Product terms and conditions.**

**13 – Privacy Notice.**

The first bullet point of clause **13.3** has been deleted and replaced with:

'our related bodies corporate, insurers, service providers and alliance partners (including any third party we have arrangements with)'

The first sentence of Clause **13.4** been delated and replaced with:

'ME , may use personal information collected in relation to the account to keep you up to date with other ME products and services or those of our related companies and alliance partners'.

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

– said no one, ever.



**Treasury business  
online savings account.**

Terms & conditions



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# 1 Purpose of this booklet

This booklet contains the terms of the ME Treasury Business Online Savings Account. We recommend that you read these terms carefully before operating the account and keep them for future reference. If you have any questions or would like more information about the account, please call us on **(03) 9708 3233** Monday to Friday 9am to 5pm.

The relevant provisions of the Banking Code of Practice apply to the account, unless you are a wholesale investor or a business that is not a 'small business' as defined in the Code. A copy of that Code is available on our website, or you can call us and we will send you a hard copy for free. Information about the current fees, charges and interest rate(s) that apply to the account, at any time, is available from us on request.

# 2 Words used in these terms

## Meanings of words

2.1 In these terms, unless the context requires otherwise:

**account** means the ME Treasury Business Online Savings Account held in the name of the account holder.

**account holder** means the individuals or entities named in the account application as the holder or holders of the account.

**address** means the mailing address, facsimile number or e-mail address of the account holder.

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

**application form** means the application form for the account completed by the account holder.

**authorised representative** means the person or persons, jointly and severally, that are authorised by the account holder in the application form or other form approved by us to operate the account in accordance with clause 6.1.

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

**direct credit request** means the direct credit request (which incorporates the terms and conditions set out in Annexure B) you give us under clause 11.12 whereby you can authorise us to draw on the account and to credit the nominated account.

**electronic banking** means banking conducted through electronic communications (including email) or operator assisted banking

**funds transfer** means an electronic transfer of value using electronic banking, initiated by you, instructing us to transfer value from one account to another.

**government agency** means any government or any governmental, semi-governmental, administrative or judicial body, department, commission, authority, tribunal, agency or entity.

**Interest Rate** means the variable daily interest rate that applies to the account.

**Intermediary** means a person acting on your behalf (for example, your broker or financial advisor) who is accredited by us to introduce treasury services business to us.

**nominated account** means the account nominated by the account holder or an authorised representative in the application form or any form approved by us into which all withdrawals from the Treasury Business Online Savings Account are deposited.

**operator assisted banking** means our operator assisted banking service described in clause 11.5.

**personal details** means the personal details for each authorised representative associated with the account and includes their name, residential address, e-mail address, mobile phone number and work phone number.

**technical failure** means any outages, faults and delays affecting electronic

banking, including outages, faults and delays arising from infrastructure failures, technical or traffic-related difficulties with the performance of the internet, or technical difficulties with the performance or operation of our or someone else's software, equipment or systems.

**terms** means these terms and conditions.

**this agreement** includes all parts of these terms, our schedule of fees and charges and the application form.

**you** and **your** means each account holder and each authorised representative, jointly and severally.

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

**wholesale investor** means an investor who meets the “wholesale client” definition as stated in the Corporations Act.

### **Interpreting this agreement**

#### 2.2 When interpreting this agreement:

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



### **3 Opening an account**

#### **How to open an account**

- 3.1 To open an account the applicant must provide us with a completed application form and all documents we require in support of the application.
- 3.2 If we accept the application, we will notify the account holder of our acceptance by mail or any other method in accordance with clause 15.
- 3.3 The account is a business account and must be established primarily for business or investment purposes.

### **4 Additional requirements**

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

- you must provide us with any information or assistance we request;
- we may disclose your information to third parties, including government or regulatory bodies, law enforcement bodies and other financial institutions;
- we may block access to your account or delay or block a transaction to or from your account.

### **5 Joint accounts**

#### **Account operations**

- 5.1 A joint account can be opened together with one other joint account holder.
- 5.2 We will deliver statements, notices or other written material in connection with the account in accordance with clause 15. We may direct any such statement or other notice to any one account holder or jointly to both account holders.

#### **Liability is individual and joint**

- 5.3 If the account is a joint account:
  - we may act on the instructions of any one joint account holder – but either of you can ask us to change the account authority, in which event account access will be blocked in accordance with clause 16.1; and

- the joint account holders are liable jointly and individually for the account and for any amount owing to us in relation to the account.

5.4 If one joint account holder holds another account with us which is in debit, we may transfer money from the account to repay the debit balance. We do not need to notify you before we do this.

#### **Death of a joint account holder**

5.5 If one joint account holder dies we will treat the balance of the account as owned by the surviving account holder and the surviving account holder can continue to operate on the account.

## **6 Authority to operate the account**

### **Authorised representatives**

6.1 The account holder may appoint no more than two authorised representatives in relation to the account.

An authorised representative can do anything the account holder can do in relation to the account (except appoint, or revoke the authority of, other authorised representatives) including:

- closing the account;
- changing the details of the nominated account;
- obtaining account history and current balance information using electronic banking;
- making deposits to and withdrawals from the account in accordance with this agreement;

### **Appointment of authorised representatives**

6.2 The account holder may appoint, or revoke, the authority of any authorised representative in relation to the account in accordance with this agreement.

6.3 The account holder is responsible for any transactions performed on the account by an authorised representative as if that use were by the account holder. The account

holder is responsible for ensuring that each authorised representative complies with all the responsibilities and obligations imposed on authorised representatives under these terms.

- 6.4 The authority of an authorised representative to operate on the account in accordance with this agreement continues until we receive written notice from the account holder that any appointment has been revoked in accordance with Clause 6.2.

### **Account holder representations**

- 6.5 The account holder represents and warrants that:
- all information provided in the application form is true and complete;
  - it has full power and authority to enter into, and perform its obligations under, this agreement;
  - it has taken all necessary action to authorise the execution and performance of this agreement;
  - this agreement is legal, valid and binding and enforceable in accordance with its terms; and
  - the execution and performance of this agreement does not and will not breach any law, its constitution or other constituent documents or any trust deed, partnership agreement or other agreement binding on it.

## **7 The nominated account**

- 7.1 The account holder or an authorised representative who has authority to operate the nominated account must nominate an account with ME or another financial institution to which we can transfer money if you instruct us.
- 7.2 The nominated account must be in the name of the account holder or, where the account is held jointly, in the name of the joint account holders.
- 7.3 The account holder or an authorised representative who has authority to operate

the nominated account may change the nominated account at any time by completing a Change of Nominated Account form that can be obtained by calling us or writing to us.

- 7.4 If any authorised representative nominates an account in accordance with clause 7.1 or completes a Change of Nominated account form in accordance with clause 7.3, the account holder represents and warrants to us that the authorised representative has authority to operate the nominated account, including the authority to establish and change the nominated account on the account holder's behalf.

## **8 Interest**

### **Interest Rate**

- 8.1 The Interest Rate is variable based on prevailing market conditions. The current Interest Rate for the account on any given day forms part of these terms and conditions and is:
- published on daily rate sheet issued to your intermediary
  - available by calling us on **(03) 9708 3233**; and
  - included in account statements.

### **Calculation and crediting of interest**

- 8.2 Interest starts on the day the first deposit is made to the account and is calculated daily by applying the Interest Rate to the closing balance of the account on that day as follows:

$$\frac{\text{Daily closing balance} \times \text{Interest Rate}}{\text{(as a percentage per annum)}} \times \frac{1}{365}$$

- 8.3 All amounts credited to the account are included in the closing balance of the account and earn interest, whether or not these amounts have been cleared by us. If a deposit to the account is subsequently dishonoured, any interest earned on the dishonoured deposit will be reversed.

- 8.4 Interest is credited to the account at the end of the last day of each month and is available for your use immediately. Interest is also credited to the account on the day when the account is closed.
- 8.5 If we change the Interest Rate, we will tell you in accordance with clause 15.2.

## **9 Fees and charges**

### **Our fees and charges**

- 9.1 Our fees and charges, if any, are set out in our schedule of fees and charges for the account. You can obtain a copy by calling us or by visiting our website. You agree to pay those fees and charges, if any, and authorise us to debit them to your account.
- 9.2 If we do not collect a fee to which we are entitled, we have not waived our right to collect that fee for future transactions of the same kind.

### **Government charges or duties**

- 9.3 Where government fees or charges are applicable to the account (e.g. any duties for account activity), these will be debited to the account and shown on the account statement. You can obtain details of current government charges (if any) by calling us or visiting our website.

## **10 Statements**

- 10.1 We will issue the account holder with a statement at least every six months and within the six month period after the account is closed. Statements will record all transactions on the account since the last statement (or, in the case of the first statement, transactions since the first deposit was made). The account holder or an authorised representative should review the statement as soon as it is received to ensure that all transactions are correct. Please contact us immediately if you believe there is an error on the account statement.
- 10.2 You can request an interim statement or a duplicate statement by calling us. A fee may be charged for this service.

## **11 Transacting on the account**

11.1 You can only operate the account by requesting us to perform the transaction on your behalf via email to **treasury@mebank.com.au**

### **Transaction restrictions**

11.2 Deposits and withdrawals can only be made in Australian dollars and cannot be made in cash.

11.3 Cheque withdrawals are not permitted.

11.4 You cannot deposit into the account from a foreign financial institution.

### **Operator assisted banking**

11.5 You may use operator assisted banking to obtain details of the current balance and transaction history on the account. Operator assisted banking is available Monday to Friday 9am to 5pm by calling **(03) 9708 3233**.

### **Deposits or withdrawals using operator assisted banking**

11.6 If you are using operator assisted banking to make a deposit or withdrawal, we may ask you to provide written authorisation before we can complete the transaction.

### **Withdrawals**

11.7 You can only withdraw funds from the account and deposit them into the nominated account. Funds withdrawn from the account cannot be deposited into any other account.

## **12 Processing your instructions and availability of funds**

### **Processing your instructions**

- 12.1 We will generally process your instructions to transfer funds between the account and the nominated account on the date we receive these instructions, if it is before 4pm Melbourne time on a business day. If we receive instructions after 4pm Melbourne time on a business day or you instruct us to make the transfer on a day that is not a business day, we will process those instructions on the next business day.

### **Availability of funds**

- 12.2 The available funds in the account are available at call. You cannot withdraw funds deposited in the account until the funds have been cleared. This generally takes three business days. If for any reason we do allow you to withdraw the funds before they have been cleared, and the deposit is later dishonoured, we are entitled to take the funds from the account or any other ME account in the name of the account holder, even if the deposit was dishonoured after more than three business days had passed since the funds were deposited.

## **13 Electronic banking**

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

- 13.1 We are not obliged to process your instructions to perform a funds transfer if:
- your instructions are incomplete or are not permitted by this agreement;
  - you do not have sufficient cleared funds in the account or nominated account;
  - your access to electronic banking, the nominated account or the account has been restricted, suspended or terminated when the transfer is to be processed;
  - there is a technical failure which prevents us from processing those instructions; or
  - we are not permitted to process your funds transfer or to otherwise allow it to occur, under any law, regulation,

governmental direction (including any requirements of the Reserve Bank of Australia or the Australian Prudential Regulation Authority), court order or industry code to which we subscribe.

13.2 You should tell us immediately if you did not authorise a transaction that has been made on the account or you become aware of any delays in processing your instructions.

13.3 Except as provided in any law which cannot lawfully be excluded or modified by agreement, you acknowledge and agree that we are not liable for any direct, indirect or consequential loss, damage, liability, costs or expenses suffered or incurred by you in relation to:

- your inability to give us instructions or send us a communication for any reason, whether or not within our control, including as a result of a technical failure;
- our carrying out, failing to carry out, or delay in carrying out (whether as a result of a technical failure or otherwise), instructions we receive (whether from you or any other person) or other authorisation;
- our acting on any falsity, inaccuracy, insufficiency or forgery of, or in, any communication which purports to be a communication signed or authorised by you;
- any fraudulent act or conduct in connection with the account (other than fraudulent acts or conduct on the part of employees or agents of ME); or
- any other act, omission, matter or thing whatsoever, whether negligent or not.

### **Indemnity**

13.4 Except to the extent such an indemnity is not permitted by law, the account holder agrees to indemnify us on demand against all claims, actions, losses or liabilities we suffer or incur as a result of:

- our carrying out, failing to carry out, or delay in carrying out (whether as a



result of a technical failure or otherwise) instructions we receive (whether from you or any other person) or other authorisation;

- any action, demand, proceeding or claim made by any person (including if the funds in the account are held on trust, any beneficiary of the trust) relating to:
  - (i) any transaction carried out in relation to the account (whether or not the transaction was authorised by you and whether or not the person giving the instruction to conduct the transaction has had his or her appointment as an authorised representative cancelled or suspended);
  - (ii) your power or purported power to open, deposit moneys into and operate the account;
  - (iii) any representation or warranty made by the account holder in Clause 6.5 being false, misleading or inaccurate; and
  - (iv) any fraudulent act or conduct (other than fraudulent acts or conduct on the part of employees or agents of ME) in connection with the account.

13.5 We may (in our absolute discretion) suspend transactions on the account at any time and without notice.

We will only do this:

- if we suspect that you, or someone acting on your behalf, is being fraudulent;
- for reasons of security;
- to prevent loss to the account holder or us;
- if we believe you gave us false or misleading information to open the account;
- if any other ME account held by the account holder is in default;
- if we believe that the account has been operated in breach of this agreement;
- if we become aware of any dispute

between any of the account holders, an authorised representative or any other person or any other dispute which we consider to affect the account in any way;  
or

- if the account is closed, or if access to the account or any facility made available under this agreement is restricted, terminated or suspended.

13.6 Any suspension will cease when we notify the account holder that the suspension has been lifted.

## **14 Overdrawing**

14.1 You must not withdraw or transfer an amount that exceeds the account balance from the account. This is “overdrawing” the account. If this does happen:

- the account holder must immediately pay us the amount by which the account is overdrawn and ensure that the account is brought back into credit; and
- we may transfer an amount equal to the overdrawn amount from another account which the account holder holds with us (even if that other account is not an ME Treasury Business Online Savings Account), into the overdrawn account. We are not liable for any loss incurred as a result of this.

## **15 Change to conditions**

### **Notice of any changes**

15.1 We may change any of these terms including the fees and charges that are payable. We agree to give the account holder at least 30 days’ prior notice in writing if the change increases a fee or charge or introduces a new fee or charge.

15.2 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 or a change to an interest rate. 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.

- 15.3 We will tell you of all other changes to this agreement (including any change to the Interest Rate for the account) on or before the day on which the change takes effect. We may do this in writing to you, by advertising in a national newspaper or giving you notice in another manner allowed by law.

#### **Change of name or address**

- 15.4 The account holder or an authorised representative must tell us promptly if there is a change to the account holder's name or address. If you do not tell us about a change of address, we can still give you notice by writing to the last address the account holder or authorised representative told us about. Each authorised representative must tell us promptly if there is a change to their personal details.

#### **Notices to you**

- 15.5 For the purposes of this agreement, a notice transmitted by facsimile, e-mail or other electronic messaging system is in writing.
- 15.6 We may deliver statements, notices and other written material in connection with the account (collectively referred to as 'account communications') to the account holder at any address you provide to us in the application form or in any subsequent notice you send to us including an electronic address. We may deliver written account communications in any other way permitted by law including by delivering them to anyone acting on your behalf as your agent.
- 15.7 Electronic account communications can be provided to the account holder by email to the email address of the account holder's agent.
- 15.8 Subject to any law that provides otherwise, you will be taken to have received an account communication under this agreement:
- if it is an account communication sent by pre-paid post, on the second business day after posting;

- if it is an account communication by press advertisement, on the day the press advertisement is published;
- if it is an account communication by facsimile, when the machine from which the facsimile was sent indicates successful transmission;
- if it is an account communication by an electronic messaging system that contains a delivery verification function, when the system generates a delivery verification notice or other confirmation;  
or
- if it is an account communication by e-mail or other electronic messaging system (other than those referred to in the previous paragraph), when sent to your designated information system. For the purposes of this paragraph, the server on which the mailbox for your designated address resides is taken to be your designated information system.

**Notices to us**

- 15.9 Unless these terms specify otherwise, when these terms say you can write to us or send us a notice about something, you can post it to:  
Treasury Services  
GPO Box 1345  
Melbourne VIC 3001  
We are not taken to receive a notice under this agreement until we actually receive the notice in legible form.

## **16 Restricting account access**

### **Blocking the account**

- 16.1 We may “block” access to the account without notice if:
- we are required to do so by law;
  - we suspect that you or someone else is being fraudulent in connection with the account;
  - we believe that further use of the account may cause the account holder or us loss;
  - we believe that the account has been or is being used to further a crime;
  - the account is a joint account and we become aware that the joint account holders are in dispute;
  - if a joint account holder asks us to change the account authority so that all account holders have to approve any future withdrawals;
  - the funds in the account are held in trust, and we think that your use of the account may cause loss to us or to a beneficiary of the trust; or
  - we become aware that the sole account holder has died.
- 16.2 This means that you will not be able to make any withdrawals from the account. You will only be able to make deposits to the account in accordance with clause 11. We will continue to pay interest on the credit balance in the account.

### **Unblocking the account**

- 16.3 We will only unblock access to the account, as relevant, when we are satisfied that:
- we are permitted to do so by law;
  - the circumstances set out in clause 16.1 no longer apply.

## **17 Closing the account**

- 17.1 The account holder or an authorised representative may close the account at any time by writing to us in accordance with clause 15.9. If the account is a joint account, we will accept instructions from one joint account holder to close the account.
- 17.2 We may close the account without notice if:
- the account has a nil balance and you have not used the account for a period of six months or more;
  - we are compelled to do so by law or by direction of a court, tribunal or government agency;
  - we believe you gave us false or misleading information to open the account;
  - you failed to comply with this agreement; or
  - we believe that further use of the account may cause you or us loss.
- 17.3 We may close the account without reason by giving you seven days' prior written notice.
- 17.4 If the account is closed, we will pay to the account holder the credit balance of the account plus interest, if any, less any accrued fees, government charges or duties applied to the account prior to the closing date by direct credit to the nominated account.
- 17.5 The account holder remains liable for all transactions, fees and charges on or in relation to the account before or at the time the account is closed. If the account is closed the account holder must pay any amount owing to us (including any overdrawn amount).

## **18 Inactive accounts**

### **Dormant accounts**

- 18.1 If you have not made a withdrawal from, or deposit to, the account for twelve months or more, we may close the account and pay the credit balance of the account plus interest to the nominated account. If we are unable to do this for any reason, we may pay the balance of the account to a non-interest bearing account with us. Subject to clause 18.2 we will pay the credit balance of the account to the account holder subject to receiving proof acceptable to us that the account holder is entitled to the funds.

### **Unclaimed money**

- 18.2 If:
- you have not made a withdrawal from, or deposit to, the account for seven years or more, as prescribed by law; and
  - you have not otherwise contacted us to claim the funds in the account,
- 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.

## **19 Resolving disputes**

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

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

## **20 Account combination**

- 20.1 We may combine the balances of two or more of the account holder's accounts with us, even if those accounts are not both Treasury Business Online Savings Account. For example, if one of the account holder's accounts is overdrawn, we can use credit funds in another of the account holder's accounts to repay that overdrawn amount. We do not have to do this, and we are not liable for any loss the account holder may incur because we do or do not combine accounts. We do not have to give the account holder notice in advance that we are doing this, but we will tell the account holder promptly if we combine any of accounts of the account holder.



## 21 Privacy

21.1 The privacy of personal information is important to us. We observe the National Privacy Principles and the Privacy Act in handling personal information in relation to the account.

21.2 Your personal information may be shared between, and used by us and our subsidiaries and associated companies for the purpose of assessing the account application, establishing and administering the account, and for related purposes including:

- verifying your identity;
- if the information is account holder personal information, for consideration of any other application made by the account holder to us for financial products or services;
- customer relations including management of our relationship with you and market or customer satisfaction research and product development;
- 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;
- information technology systems development and testing;
- our internal operations including record keeping, risk management, auditing purposes, training, file reviews and account holder personal information only for portfolio analysis;
- to investigate, resolve and prevent complaints;
- arrangements with other organisations to provide services in relation to our products and services (for example, we may arrange for mailing houses to distribute account statements);

- conducting fraud assessments;
- reporting and data analytics, including for regulatory, management, statistical or research purposes; and
- marketing.

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

- our related bodies corporate, insurers, service providers and alliance partners (including any third party 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 Australia);
- payment system operators; and
- other financial institutions.

21.4 ME may use personal information to keep you up to date with other ME 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.

21.5 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.

- 21.6 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.

- 21.7 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 **(03) 9708 3233** during normal business hours;
  - emailing **privacy@mebank.com.au**; or
  - writing to the ME Privacy Officer  
GPO Box 1345  
Melbourne VIC 3001

## **22 Financial claims scheme**

Your account is covered by the Financial Claims Scheme (**Scheme**). You may be entitled to payment under the Scheme.

Payments made under the Scheme are subject to a limit for each depositor. Information about the Scheme can be obtained from the Australian Government's Financial Claims Scheme website at **fcs.gov.au** and the APRA hotline on **1300 55 88 49**.

## **Annexure B.**

### **Direct Credit Request Terms and Conditions**

If you give us instructions using electronic banking to withdraw funds from the account for deposit into the nominated account ("Instructions"), you agree and acknowledge that:

- 1.1 if there are sufficient cleared funds in the account we will withdraw the requested amount from the account and send payment to the nominated account on each day a withdrawal is to be made in accordance with the Instructions. We are not responsible for any delay by the financial institution at which the nominated account is held in processing that payment;
- 1.2 it is your responsibility to:
  - ensure that there are sufficient cleared funds in the account on a day a withdrawal is to be made in accordance with the Instructions;
  - check that the details you have provided us of the nominated account are correct by checking them against a recent account statement;
  - advise us if the nominated account is transferred, closed or if any other account details change; and
  - check the account statement to verify that the amounts withdrawn from the account are correct;
- 1.3 if there are insufficient cleared funds in the account on a day a withdrawal is to be made in accordance with the Instructions, we:
  - are not required to make any payment to the nominated account;
  - may make the payment to the nominated account when sufficient cleared funds are available (but we are not obliged to do this); and
  - are not liable for any loss you may suffer as a result of any failure or delay in payment to the nominated account;

- 1.4 we may stop acting in accordance with the Instructions at any time:
- without notice to you if the financial institution at which the nominated account is held refuses to accept our payments; or
  - by sending you written notice.



ME Bank – a division of Bank of Queensland Limited  
ABN 32 009 656 740  
AFSL and Australian Credit Licence Number 244616  
TS0016.v03/202202/216689

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