

# Product Disclosure Statement Treasury Term Deposit.

1 July 2019



# Product Disclosure Statement

## Treasury Term Deposit

1/7/19

This product disclosure statement lays out the significant features and risks of the ME Treasury Term Deposit. We recommend you read it carefully, along with the product's terms and conditions, which are also included in this document.

### Contact ME

If you're looking to open an account, get extra copies of this product disclosure statement or just want to find out more about ME, get in touch – we'd love to hear from you.

#### online

[mebank.com.au](http://mebank.com.au)

#### phone

03 9708 3233

#### mail

ME  
GPO Box 1345  
Melbourne, VIC 3001

### Treasury Term Deposit

The ME Treasury Term Deposit is a term deposit designed for business or investment purposes.

These term deposits can be opened by:

- retail investors using an intermediary, such as a financial advisor
- wholesale investors, including individuals, companies, trusts, superannuation funds, incorporated or unincorporated associations, government bodies and partnerships

### Features

- no set-up or account-keeping fees
- minimum investment \$25,000
- interest rates locked in for the term of your investment
- choose your maturity date, from one month to five years
- get interest payments quarterly or annually and at maturity for terms over 12 months
- get interest payments monthly and at maturity or at maturity for terms under 12 months
- link your term deposit to a nominated account
- appoint an authorised representative to give instructions
- your deposits with ME of up to \$250,000 guaranteed under the Australian Government's Financial Claims Scheme. Information about the scheme can be obtained from [fcs.gov.au](http://fcs.gov.au)

### Rates

Check out the current interest rates by contacting the treasury services team on 03 9708 3233, or ask your intermediary.

### Risks

#### 31 days notice to withdraw funds

If you open a new term deposit or reinvest funds after 3/10/2016, you'll only be able to withdraw your money prior to maturity by giving us 31 days notice. If a request is received less than 31 days prior to the maturity date of the term deposit ME will transfer funds on the maturity date. If in the future you may need to withdraw or transfer funds immediately other deposit products may be more suitable.

You can apply for an exemption to this requirement if you're suffering financial hardship, but whether the exemption applies to your situation will be at ME's discretion.

#### Interest rate reduction for early withdrawal

Withdrawing funds before the maturity date will cause your interest rate to be reduced based on how much of the term has already elapsed.

#### Fluctuating interest rates

We work out our interest rates based on prevailing market conditions, so the rate will change depending on when you make your investment.

#### Interest rates aren't set until we get your documents

Interest rates quoted by ME are indicative only. The actual interest rate on your term deposit will be set on the day ME receives the required documents and the full investment amount.

#### Reinvesting at maturity

If you choose to reinvest at maturity, we'll set a new interest rate based on the market conditions of the day and this could be higher or lower than the original rate.

#### Referral fees

If you're a wholesale investor and you've been referred to ME by an intermediary, or a retail investor who did not receive financial product advice from the intermediary that referred you to ME, we may pay them a fee of up to 0.25% of the total investment amount.

# ME Treasury Term Deposit Terms and Conditions

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## 1. Purpose of these terms

This booklet contains the terms applicable to the ME Treasury Term Deposit (TD);

In opening an account you agree to these terms.

Therefore we recommend you read them carefully and keep them for future reference.

The relevant provisions of the Banking Code of Practice apply to the TD, 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 your account, at any time, is available from us on request.

## 2. Words used in these terms

2.1 In these terms, unless the context requires otherwise:

**account** means the TD held in the name of the investor.

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

**authorised representative** means the person or persons, jointly and severally, that are authorised by the investor in the investor registration form or other form approved by us to operate the account in accordance with clause 7.

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

**Corporations Act** means the Corporations Act 2001 (Cth).

**interim interest** means if you have a TD account with a term that is 12 months or greater, the interest that is paid during the TD Term either quarterly or annually (see clause 21.3).

**intermediary** means a person you are associated with (for example, your broker or financial advisor) who is accredited by us to introduce treasury services business to us.

**investor** means the individuals or entities named in the investor registration form as the holder or holders of the account.

**TD term** means the period that the investor has chosen for the TD. It is the period for which the interest rate that applies is fixed.

**maturity date** means the date on which the TD term expires.

**nominated account** means the account nominated by the investor in the investor registration form or in any form approved by us so that we can credit or debit the account on your instructions.

**treasury services team** means the dedicated team appointed by ME to assist you in establishing and managing the account.

**retail investor** means an investor who is not a wholesale investor.

**security code** means any security code we issue to the investor or any authorised representative under clause 10 so they may provide instructions to us in relation to the account.

**terms** means these terms and conditions.

**this agreement** includes all parts of these terms, the investor registration form and the confirmation letter we send the investor when we open the account.

**you** and **your** means each investor and each authorised representative jointly and severally.

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

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

2.2 When interpreting this agreement

a. headings are only for convenience and do not affect interpretation;

b. references to time are to Melbourne time;

c. all references to dollars are to Australian dollars;

d. 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; and

e. a reference to any document that is part of this agreement includes a reference to all amendments, supplements and replacements of that document.

## 3. Account availability

3.1 To open an account the applicant must:

- provide us with a completed investor registration form;
- provide us with any other documents we require in support of the application for the TD, including any information we request to satisfy identification and authorisation requirements; and
- provide us with the minimum investment amount as set by ME from time to time.

3.2 The account is a business account and must be established primarily for business or investment purposes.

## 4. Joint accounts

### Account operations

4.1 A joint account can be opened together with one other joint investor.

4.2 We will deliver statements or other notices in connection with the account in accordance with clause 15. We may direct any such statement or other notice to any one investor or jointly to both investors.

### Liability is individual and joint

4.3 If the account is a joint account:

a. we may act on the instructions of any one joint investor (unless either joint investor asks us to change the authority so that both have to give future instructions); and

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

4.4 Subject to clause 4.5, if one joint investor 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, but we will promptly inform you when we have done so.

- 4.5 If the other account relates to any amount owing under a loan that is regulated by the National Credit Code, we may not combine your account with the other account:
- while we are actively considering the account holder's financial situation under either paragraph 167 of the Banking Code of Practice or under the hardship provisions of the National Credit Code; or
  - while the account holder is complying with an arrangement they have made with us after we have considered their financial situation; or
  - if doing so breaches the Code of Operation: Recovery of Debts from Department of Human Services Income Support Payments or Department of Veterans' Affairs Payments.

#### **Death of a joint investor**

- 4.6 If one joint investor dies we will treat the balance of the account as owned by the surviving investor and they may continue to operate on the account.

#### **5. Setting of Interest Rates**

- 5.1 Interest rates for TDs are determined by ME in our discretion having regard to prevailing market interest rates. The market interest rates are adjusted by a margin that reflects a number of factors including the following:
- a. current market conditions;
  - b. the size and term of the investment;
  - c. the investor's overall relationship with ME; and
  - d. our costs of providing TDs.
- The market interest rates and the margin will vary from time to time due to changed market conditions and the timing of the investment.
- 5.2 Details of current interest rates will be provided to you when you apply to open a TD and are available on request by contacting the treasury services team.
- 5.3 Please note that any interest rate quoted by us under clause 5.2 is indicative only. The actual interest rate that applies to the account will be set on the day we receive the documentation required as set out in clause 3. The interest rate is included in the confirmation letter that is sent to the investor once we open the account.

#### **6. Fees and charges and other payments**

- 6.1 There are no bank fees or charges applicable to TDs.
- 6.2 TDs may be subject to Government taxes and duties. The investor is responsible for paying any applicable Government taxes and duties.
- 6.3 Where the investor has been referred to us by an intermediary, the investor:
- a. authorises us to disclose to the intermediary information about the application for the TD;
  - b. acknowledges that the intermediary is not our agent and is not authorised to make any representations on our behalf regarding TDs or impose any obligations on us;
  - c. acknowledges that the intermediary has acted as the investor's agent to arrange for the application by the investor for the TD
  - d. in the case of a wholesale investor or a retail investor who did not receive financial product

advice from the intermediary, acknowledges that we may pay the intermediary an up front fee of up to 0.25% of the investment amount. Please contact the intermediary if you require further details about any such payments.

#### **7. Authority to operate the account**

- 7.1 The investor may appoint authorised representatives to operate the account. An authorised representative can do anything the investor can do in relation to the account except for:
- a. appointing, or revoking the authority of, other authorised representatives; and
  - b. changing the details of the nominated account.
- 7.2 The investor is responsible for ensuring that each authorised representative complies with all the responsibilities and obligations imposed on authorised representatives under these terms.
- 7.3 We will act on any instruction given by an authorised representative in relation to the account. We will not be liable for any loss or damage the investor or anyone else suffers where we act on any instruction given by an authorised representative.
- 7.4 The authority of an authorised representative to operate the account in accordance with this agreement continues until we receive written notice in accordance with clause 15.3 from the investor that any appointment has been revoked.

#### **8. Operating the account**

##### **How to operate the account**

- 8.1 You can only operate an account by:
- a. phoning the treasury services team between 9am–5pm Monday to Friday; or
  - b. sending an email to the treasury services team.
- We will provide the investor with the contact details of the treasury services team when the account is opened.
- 8.2 You acknowledge and agree that we may (in our absolute discretion):
- a. delay acting upon an instruction or ask you or another person for additional information before acting on any instruction; and
  - b. decline to act on any of your instructions if we consider we have a good reason to do so.

##### **Transaction Restrictions**

- 8.3 Any deposits to and withdrawals from an account can only be made in Australian dollars and cannot be made in cash.
- 8.4 Cheque deposits and cheque withdrawals are not permitted.
- 8.5 You cannot deposit into the account from a foreign financial institution.

##### **The Nominated Account**

- 8.6 For the TD, the investor must nominate an account in writing:
- a. from which investment amounts may be directly transferred by you to us for deposit into your TD;
  - b. into which we will credit interim interest if instructed by you to do so; and

- c. into which we will repay the TD and any interest if instructed by you to do so on the maturity date.
- 8.7 The nominated account must be in the name of the investor or, where the account is held jointly, in the name of at least one of the investors.
- 8.8 You may only have one nominated account linked to the account at any one time.
- 8.9 a. The investor may change the nominated account at any time by completing a Change of Details Form that can be obtained by calling us or writing to us. The change will not take effect until we have received your properly completed Change of Details Form and the change is processed. This usually takes two business days from when the form is received by us.
- b. Where the investor has been referred to us by an intermediary, the intermediary may change the nominated account by providing us written instructions. The change will not take effect until processed. This usually takes two business days from when the instructions are received by us.

## 9. No credit

- 9.1 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:
- a. the investor must immediately pay us the amount by which the account is overdrawn and ensure that the account is brought back into credit; and
- b. we may transfer an amount equal to the overdrawn amount from another account which the investor holds with us (even if that other account is not a ME Treasury term deposit), into the overdrawn account. We are not liable for any loss incurred as a result of this.

## 10. Security codes

- 10.1 The investor must arrange for each authorised representative to provide us with their details so we can establish their security codes.
- 10.2 The investor authorises us to carry out (without further inquiry) any instructions provided to us when a valid security code is provided to us.

### Your obligation to keep your codes secret

- 10.3 Your security codes are unique to you. The investor agrees to ensure that all codes are kept confidential and to obtain the agreement of each authorised representative to keep their codes confidential and to not tell, show or disclose them to anyone.

### If your codes are compromised

- 10.4 If you know or suspect that:
- any of your codes have become known to someone else;
  - any of your codes are lost or stolen; or
  - the account has been used in a way not authorised by you,
- you must notify us immediately by contacting the treasury services team.

- 10.5 Once we are notified that the confidentiality of your security code(s) has been compromised we will cancel the compromised code(s) and establish a replacement security code(s).

## 11. No liability and indemnity

### No liability

- 11.1 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:
- a. 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;
- b. 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) which are accompanied by your valid security code or other authorisation;
- c. 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;
- d. 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
- e. any other act, omission, matter or thing whatsoever, whether negligent or not.
- 11.2 The investor is not liable for transactions on the account that are initiated using any security codes relating to the account after the time we send you an acknowledgment in accordance with clause 10.4.

### Indemnity

- 11.3 Except to the extent such an indemnity is not permitted by law, the investor agrees to indemnify us on demand against all claims, actions, losses or liabilities we suffer or incur as a result of:
- a. 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) which are accompanied by your valid security code, or other authorisation;
- b. you failing to comply with these terms; and
- c. you failing to comply with any law or regulation that applies to the account.

## 12. Telephone conversations

- 12.1 You agree and acknowledge that we can intercept or record any telephone conversation. Taped conversations will be retained for a limited period as a record of the transaction. You can request that you do not wish to be recorded, however we may not enter into the transaction over the telephone unless the conversation is recorded.

### 13. Privacy Notice

- 13.1 The privacy of personal information is important to us. We observe the Australian Privacy Principles and the Privacy Act 1988 in handling personal information in relation to the account.
- 13.2 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, the Income Tax Assessment Act 1936 and the Taxation Administration Act 1953) and with 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.
- 13.3 We may also disclose your personal information for those purposes to the following organisations:
- our related entities, service providers and alliance partners;
  - your 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, the Australian Financial Complaints Authority (AFCA));
  - payment system operators; and
  - other financial institutions.
- 13.4 ME, its subsidiaries and associated companies may use personal information collected in relation to the account to keep you up to date with other products and services. If you do not want us to do this, please contact us. You do not need to contact us if you have previously informed us that you do not wish to receive information on other products and services.

- 13.5 We may disclose your personal information to our third party services providers for them to help us provide banking services to you. Our third party service providers may store or access your personal information overseas including in Canada, USA, New Zealand, Philippines, Singapore, China, Japan, Hong Kong, India, Malaysia, Papua New Guinea, South Africa, United Kingdom, France, Belgium and Germany, as well as the countries 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.

- 13.6 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](http://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.

- 13.7 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;
  - writing to the Privacy Officer, ME, GPO Box 1345, Melbourne VIC 3001; or
  - emailing [privacy@mebank.com.au](mailto:privacy@mebank.com.au)

### 14. Changes

#### Changes to these terms

- 14.1 We may change any of these terms in the ways described in this clause by giving notice to you. In particular, we may:
- a. vary the method by which interest is calculated,
  - b. vary the frequency of crediting interest, or
  - c. make any other change we see fit.
- 14.2 We will give you at least 30 days' prior notice of any change that is unfavourable to you, unless it's a change to, or introduction of, a government charge that you pay directly, or indirectly, in relation to your account.
- We may notify you of any other change on or before the day on which the change takes effect. If we believe a change may increase your obligations or reduce your entitlements, as part of the change, we may choose to allow you a period of time to close your account without application of an early withdrawal interest rate reduction.

- 14.3 We may give you notice by writing to you or by advertising in a national newspaper or giving you notice in any other manner allowed by law.

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

- 14.4 You must tell us promptly in accordance with clause 15.3 if there is a change to the investor's name or address.
- 14.5 If you do not tell us about a change of address, we can still give you notices by writing to the last address you told us about.

### **15. Notices**

- 15.1 For the purposes of these terms, a notice transmitted by facsimile, e-mail or other electronic messaging system is given in writing.

#### **Notices to you**

- 15.2 Subject to any law that provides otherwise, you will be taken to have received a notice under this agreement:
- if it is a notice sent by pre-paid post, on the second business day after posting;
  - if it is a notice by press advertisement, on the day the press advertisement is published;
  - if it is a notice by facsimile, when the machine from which the facsimile was sent indicates successful transmission;
  - if it is a notice 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 a notice 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**

- 15.3 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:

ME – Treasury Services  
GPO Box 1345  
Melbourne Vic 3001

- 15.4 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 investor 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 investors are in dispute;

- 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 investor has died.

This means that you will not be able to make any withdrawals from the account or deposits to the account. We will continue to pay interest on the credit balance in the account.

#### **Unblocking the account**

- 16.2 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. Account Closure**

- 17.1 We will close the account if you withdraw all of the cleared funds from the account in accordance with clause 23.1 or clause 23.2.
- 17.2 We may close the account without notice if:
- 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;
  - we believe you failed to comply with this agreement; or
  - we believe that further use of the account may cause you or us loss.
- 17.3 Under other circumstances we will give you reasonable notice if we intend to close the account.
- 17.4 If the account is closed, we will pay to the investor 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 investor 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 investor must pay any amount owing to us (including any overdrawn amount).

### **18. Inactive accounts**

- 18.1 If when the account is closed by us in accordance with clause 17, we are unable to pay the balance to the nominated account in accordance with your instructions, we may pay the credit balance of the account plus interest to a non-interest bearing account with us. Subject to clause 18.2, we will pay the credit balance of the account to the investor when the investor provides us with proof acceptable to us that the investor is entitled to the funds.
- 18.2 If, after seven years from the date we closed the account under clause 18.1 the investor has not claimed their money, then:
- we will pay the funds to the relevant government agency as unclaimed moneys if the funds are equal to or more than any minimum amount prescribed by law; or
  - the funds will become our property if the funds are less than any minimum amount prescribed by law.



## 19. Additional Requirements

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

## 20. Opening a TD

- 20.1 ME offers a range of TD rates and terms from time to time, and may set maximum and minimum terms and deposit amounts for TDs.
- 20.2 To open a TD the investor must deposit clear funds with ME for the agreed TD term. You may extend the TD for further terms under clause 22.1.
- 20.3 Once the account is opened by us, you may only make a further deposit at maturity under clause 22.1.

## 21. Interest

### Interest rates

- 21.1 The interest rate is fixed for the TD term selected until the maturity date.

### Calculating and crediting interest

- 21.2 Interest starts on the day the account is opened under clause 20.2 and is calculated daily by applying the Interest Rate to the closing balance of the account on that day as follows:

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

365

- 21.3 Interest will be credited or paid as follows:
- for a TD with a term that is less than 12 months,
    - the investor may choose to have interim interest paid monthly by being credited to the nominated account; and
    - interest is paid on the maturity date.
  - for a TD with a term of 12 months or more:
    - the investor may choose to have interim interest paid quarterly or annually by being credited to the nominated account; and
    - interest is paid on the maturity date.
- 21.4 No interest is credited for the last day of the term of the account.
- 21.5 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 and the account may be closed under clause 17.2.

## 22. Maturity

- 22.1 Subject to clause 4.5, on the maturity date we will:
- repay all of the TD by transferring funds to the nominated account;
  - repay some of the TD by transferring funds to the nominated account and reinvest the remainder of the TD for a new term;
  - reinvest the TD for a new term with additional funds provided by the investor; or
  - reinvest the TD for a new term without additional funds, in accordance with your maturity instructions.
- 22.2 You must contact us on or before the maturity date to give us instructions about what to do with your funds on the maturity date. If you instruct us to reinvest the TD on the maturity date, it will be invested at an interest rate set in accordance with clause 5. The interest rate may be higher or lower than your current rate.
- 22.3 If you are a wholesale investor (and not referred to us by an intermediary) then on the maturity date of the TD, if for any reason ME does not have any instructions from you as to what should happen to your funds, we will reinvest the TD on the maturity date to an 11am Account at an interest rate set in accordance with clause 5 of the ME treasury products terms and conditions. The interest rate may be higher or lower than your current rate. These details will be confirmed in the confirmation letter we send the investor once the TD matures and is reinvested.
- 22.4 In the case of a retail investor or investor referred to us by an intermediary, where for any reason, ME does not have instructions from an investor or intermediary as to what should happen to the invested funds on the maturity date, we will pay the principal and interest to the nominated account.

## 23. Early withdrawal and 31 days notice

- 23.1 If you opened your account or reinvested funds on or after 3/10/2016, you can only withdraw all or part of the cleared funds from your TD to your nominated account by giving us 31 days prior notice. If you have a need in the future to immediately withdraw funds from your TD, other deposit products may be more suitable for you.
- 23.2 If you opened your account or reinvested funds prior to 3/10/2016, you can withdraw all or part of the cleared funds from your TD to your nominated account without giving us prior notice.
- 23.3 The investor or an authorised representative may withdraw all or part of the cleared funds from the TD by instructing the treasury services team in accordance with clause 8 and:
- for TDs opened prior to 3/10/2016, on or before the business day we are asked to process the withdrawal.
  - for TDs opened on or after 3/10/2016, 31 days prior to the business day we are asked to process the withdrawal. If notice of the withdrawal is received less than 31 days prior to the maturity date of the TD, we will transfer funds on the maturity date. If you are suffering hardship please contact us or provide details and we may allow withdrawal of funds on shorter notice.

- 23.4 If you request an early withdrawal of funds from the TD, the cleared funds will be transferred to the nominated account in accordance with your instructions after any applicable notice period.
- 23.5 Subject to clause 23.12 if you withdraw the TD prior to the maturity date, the money you withdraw early will incur an interest rate reduction based on the percentage of the original TD term that has elapsed as specified below:

Percentage of TD term elapsed	Interest rate reduction on amount withdrawn
0 to less than 20%	90%
20 to less than 40%	80%
40 to less than 60%	60%
60 to less than 80%	40%
80 to less than 100%	20%

- 23.6 The interest rate reduction will apply even if the TD has not been paid any interest up to the date of prepayment.
- 23.7 Please note that when calculating interest adjustments, ME takes into consideration any interest already paid to you during the term (if you have a TD with a term of 12 months or greater). Interest already paid will have been calculated at your original interest rate. As an adjustment is now being made to your original interest rate, interest already paid to you must also be adjusted down. Rather than asking you to repay some of the interest already paid to you by ME, we simply deduct the interest rate reduction amount from the amount being repaid to you on the date of withdrawal. Despite this, the sum of the amount paid to you on the withdrawal date, plus the sum of all previous interest payments will always be equal to or more than your original investment amount.
- 23.8 Any reduction of the interest earned on the account is a reasonable estimate of the cost of us meeting the early withdrawal of the TD.
- 23.9 Any remaining accrued interest will be transferred to the nominated account together with the amount of the deposit, in accordance with your instructions.
- 23.10 The money you leave in the TD will continue to earn the interest rate originally agreed.
- 23.11 If the amount remaining after a partial withdrawal would be less than the minimum investment permitted for a TD then the whole balance must be withdrawn.
- 23.12 No early withdrawal interest rate reduction will be applied if you contact us to withdraw funds within seven days after reinvesting your TD under clause 22.

## 24. Statements

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

## 25. Resolving errors or complaints

- 25.1 If you have a complaint, or believe that an error or unauthorised transaction has been made on your account, you must notify us immediately by calling us. It is essential that you give us all the information you have to help us resolve your concerns. If we cannot resolve your concern immediately, we will ask you to send your complaint to us in writing to:  
Customer Relations Manager  
ME  
Reply Paid 1345  
Melbourne VIC 8060
- 25.2 Once we receive your complaint, we will investigate it based on available evidence.
- 25.3 If we are unable to resolve your complaint within 21 days of receiving it we will tell you that we need more time to investigate the complaint.
- 25.4 Unless there are exceptional circumstances, we will complete the investigation of your complaint within 45 days of receiving it. If we are unable to resolve your complaint within 45 days of receiving it, we will inform you in writing about:
- the reasons for the delay;
  - your right to complain to our external dispute resolution body Australian Financial Complaints Authority (AFCA) and AFCA's contact details; and
  - the date by which you can reasonably expect to hear the outcome of our investigation;
- and we will then provide you with monthly updates on the progress of the investigation unless you have not responded to requests for additional information from us and your non-response is preventing us from dealing with your complaint.
- 25.5 When we have completed our investigation, we will inform you in writing of:
- the outcome of our investigation and the reasons for our decision; and
  - your right to complain to AFCA and AFCA's contact details;
- provided that we will not do that, unless you request us to, if your complaint has been resolved to your complete satisfaction within 5 business days of us receiving it.
- 25.6 Where our investigation shows that your account has been incorrectly debited or credited, we will promptly adjust your account (including adjustments for interest and charges) and tell you in writing of the amount that has been debited or credited to your account as a result.
- 25.7 Where our investigation shows that your account has not been incorrectly debited or credited or, in the case of unauthorised transactions, that you contributed to at least part of the loss, we will give you copies of any documents or other evidence on which we based our findings.

# Questions?

We're always on the job. If you'd like further information on what you've just read, or to find out more about our straightforward, transparent products and genuine service, you know where we are. And if you don't, there are just two more lines to read.

**mebank.com.au**  
**13 15 63**

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

– said no one, ever



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# Part A – general terms and conditions.

## 1 Purpose of this booklet.

- 1.1 This booklet contains the terms and conditions and general information for the ME Term Deposit. When you open an account with us, your agreement with us in relation to your account includes:
- your application;
  - the Confirmation Letter we send you when we open your account and when your term deposit is reinvested for a new term;
  - this booklet;
  - our Electronic Access Terms and Conditions; and
  - Your Deposit Accounts Fees and Charges sheet.

We recommend that you read this booklet carefully and keep it for future reference. If you have any questions, or would like more information about your account, please call us on **13 15 63** or visit us at **mebank.com.au**

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

## 2 Meaning of words used.

### Definitions

- 2.1 In these terms and conditions, unless the context requires otherwise:
- account** means your ME Term Deposit;
- business day** means a week day except a public holiday in Melbourne;
- Direct Debit Request** means any direct debit request you have provided to us in a form acceptable to us and which is subject to the terms of our Direct Debit Request Service Agreement set out in Part B of this booklet, authorising us on your instructions to draw on your nominated account and to credit your account;

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

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

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

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

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

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

**nominated account** means an account in your name or, where your account is held jointly in the name of the joint account holders;

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

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

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

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

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

### **Interpreting this agreement**

#### 2.2 When interpreting this agreement:

- headings are only for convenience and do not affect interpretation;

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

### **3 Opening an account.**

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

- 3.1 To open your account you must give us:
- a completed application, including:
    - a completed Direct Debit Request;
    - details of the term you have selected (maximum term of 60 months): and
    - the amount of your opening deposit (see clause 3.6 for minimum deposit);
  - the opening deposit (see clause 3.6 for minimum deposit):
    - by authorising a direct debit; or
    - otherwise by arranging for a direct credit (if available) using the details we provide to you for the amount of your opening deposit; and
  - any other documents or information we ask for.
- 3.2 You are not required by law to provide your Tax File Number to us if you do not wish to do so. However, if you do not provide us with your Tax File Number or details of any applicable exemption, we will be obliged to deduct tax from interest earned on your account at the highest marginal rate plus the Medicare levy.
- 3.3 If you, or your joint account holder, are a non-resident (or become a non-resident) for tax purposes, then you (or your joint account holder, whoever is the non-resident) are required to provide us with your (or your joint account holder's) country of residence for tax purposes. If this information is not provided to us, we will be obliged to deduct tax from interest earned on your account at the highest marginal rate plus the Medicare levy.



- 3.4 If we accept your application, we will:
- notify you of our acceptance; and
  - credit the amount you specify on the day we open the account, in the case of the opening deposit being made by direct debit; or
  - credit the amount you specify on the day that we receive the funds, in the case of the opening deposit being made by direct credit.

Funds must be received by ME within three business days of your application. Otherwise, a different Interest Rate may apply to your account.

### **Eligibility**

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

### **Nominated account**

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

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

3.10 You may change your nominated account and must notify us of any changes to the details of your nominated account by:

- calling us and providing us with applicable details over the phone; or
- submitting a completed Change of Term Deposit Details form.

For a change to be effective, you must give us at least two business days' prior notice. Your new nominated account or requested changes will not take effect until verified by us.

### **Electronic Access Terms and Conditions**

3.11 Please note that these terms and conditions do not contain all of the terms and conditions of your account. The Electronic Access Terms and Conditions set out the requirements for your use of the services that are available on your account using internet banking, phone banking and operator assisted banking. You will need to be registered before using phone banking and internet banking (see the Electronic Access Terms and Conditions for details). However, if you are an existing customer and have already registered to use the services that are available on your account, you will not need to re-register before using those services. If there is any inconsistency between a provision of this booklet and a provision of the Electronic Access Terms and Conditions, the provision of the Electronic Access Terms and Conditions will prevail.

## **4 Joint accounts.**

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

- 4.1 If you have a joint account we may act on the instructions of any one joint account holder (unless either joint account holder asks us to change the authority so that both have to give future instructions).
- 4.2 We may, at our discretion, make other exceptions to clause 4.1 and require both account holders to authorise an instruction.

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

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

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

If the nominated account is in the name (including joint names) of the deceased account holder, we will require a new Change of Term Deposit Details form, setting out a new nominated account in the surviving account holder's sole name before we can transfer funds from the account.

## 5 Transacting on your account.

### Maturity

- 5.1 Subject to clause 4.5, at the maturity of a term, we will:
- repay all of your term deposit by transferring funds to your nominated account;
  - repay some of your term deposit by transferring funds to your nominated account and reinvest the remainder of your term deposit for a new term;
  - reinvest your term deposit for a new term with additional funds by debiting your nominated account if you have given us a current Direct Debit Request; or
  - reinvest your term deposit for a new term without additional funds,
- in accordance with your maturity instructions.
- 5.2 Where available, maturity instructions can be provided when applying for your term deposit. We will also write to you approximately ten business days prior to the maturity of your term deposit to obtain your maturity instructions.
- 5.3 If you do not provide maturity instructions at least two business days prior to the maturity of your term deposit, we will reinvest your term deposit on the maturity date:
- for a new term of the same length as the term that has ended;
  - at the interest rate applicable on the maturity date for a deposit of that term and amount with the same interest payment frequency; and
  - otherwise on the same terms and conditions except to the extent determined by us.

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

- 5.4 Your term deposit will mature on the day specified in the confirmation letter given to you at the commencement of the term even if that day is not a business day.
- 5.5 You can change your instructions as to whether at maturity all or part of your term deposit automatically reinvests for a new term or all or part of your term deposit is withdrawn to your nominated account as follows:
- calling us and providing us with applicable details over the phone; or
  - submitting a completed Change of Term Deposit Details form. You can obtain a Change of Term Deposit Details form by calling us or visiting our website.

For a change to be effective, you must give us at least two business days' prior notice. If your funds are reinvested at maturity this creates a new account and is not an extension of your previous term deposit account. This new account is governed by these terms and conditions, and the applicable Interest Rate is the rate that applies to ME Term Deposits on the date of reinvestment.

### **Other conditions of transacting**

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

## **6 Account must not be in debit.**

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

## **7 Fees and charges.**

### **Our fees and charges**

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

### **Government charges or duties**

- 7.2 Any government fees or charges (e.g. any duties for account activity) will be deducted from your account or interest earned on your account. At the date of these terms and conditions there are no government fees or charges associated with your account. However, the government in the state or territory in which you live may introduce charges in the future. You can obtain details of current government charges (if any) by calling us.

## 8 Interest.

### Interest rates

- 8.1 Our interest rates may vary according to:
- the term, the amount and the interest payment frequency of your term deposit.
- The Interest Rate is fixed for the term you select until the maturity of that term. Indicative interest rates for the account are available by:
- visiting us at **mebank.com.au**; or
  - calling us.
- 8.2 Please note that any Interest Rate quoted by us under clause 8.1 is indicative only. Subject to clause 3.4, the actual Interest Rate that applies to your account will be set on the day we receive your properly completed application, together with any relevant documentation we ask you to provide, and provided to you. The Interest Rate is based on your term, the amount and the interest payment frequency of your term deposit. The Interest Rate is included in the confirmation we send you once we open your account.

### Calculating and crediting interest

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

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

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

- 8.6 Interest is credited to your nominated account. Where your nominated account is with another financial institution, interest will not be paid to that financial institution until the next business day. You may experience additional delay before the amount becomes available to you.
- 8.7 All amounts credited to your account are included in the closing balance of your account and earn interest, whether or not these amounts have been cleared by us. If a deposit to your account is subsequently dishonoured, any interest earned on the dishonoured deposit will be reversed and your account will be closed under clause 12.6.

## **9 Statements.**

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

## **10 Changes to terms and conditions.**

### **Notice**

- 10.1 We may change any of these terms and conditions in the ways described in this clause by giving notice to you. In particular, we may:
- vary the method of calculating interest;
  - vary the frequency of crediting interest;
  - increase a fee or charge to recover our cost of providing any additional service or functionality which you choose to use or to recover additional costs imposed upon us; or
  - make any other change we see fit.
- 10.2 We will give you at least 30 days' prior notice of any change that is unfavourable to you, unless it's a change to, or introduction of, a government charge that you pay directly, or indirectly, in relation to your account. We may notify you of any other change on or before the day on which the change takes effect. You agree that we may give you notice by writing to you, advertising in a national newspaper or giving you notice in another manner allowed



by law and any applicable code of practice. If we believe a change may increase your obligations or reduce your entitlements, as part of the change, we may choose to allow you a period of time to close your account without the application of any Early Withdrawal Interest Adjustment.

- 10.3 If your account is a joint account, you agree that the first person named in the application will be appointed as agent of the other account holders for the purposes of receiving written notices from us under this clause. This means that only one notice will be sent for your account.
- 10.4 Subject to satisfying applicable legislative requirements, we may not give you advance notice of a change relating to internet banking or phone banking where the changes are necessary to immediately restore or maintain the security of our systems or an account.

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

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

### **11 Resolving errors or complaints.**

- 11.1 If you have a complaint, or believe that an error or unauthorised transaction has been made on your account, you must notify us immediately by calling us. It is essential that you give us all the information you have to help us resolve your concerns. If we cannot resolve your concern immediately, we will ask you to send your complaint to us in writing to:

ME Customer Relations Manager  
Reply Paid 1345  
Melbourne VIC 8060

- 11.2 Once we receive your complaint, we will investigate it based on available evidence.

- 11.3 If we are unable to resolve your complaint within 21 days of receiving it, we will tell you that we need more time to investigate the complaint.
- 11.4 Unless there are exceptional circumstances, we will complete the investigation of your complaint within 45 days of receiving it.
- 11.5 If we are unable to resolve your complaint within 45 days of receiving it, we will inform you when writing about:
- the reasons for the delay;
  - your right to complain to our external dispute resolution body Australian Financial Complaints Authority (AFCA) and AFCA's contact details; and
  - the date by which you can reasonably expect to hear the outcome of our investigation;
- and we will then provide you with monthly updates on the progress of the investigation unless you have not responded to requests for additional information from us and your non-response is preventing us from dealing with your complaint.
- 11.6 When we have completed our investigation, we will inform you in writing of:
- the outcome of the investigation and the reasons for our decision; and
  - your right to complain to AFCA and AFCA's contact details;
- provided that we will not do that, unless you request us to, if your complaint has been resolved to your complete satisfaction within 5 business days of us receiving it.
- 11.7 Where our investigation shows that your account has been incorrectly debited or credited, we will promptly adjust your account (including adjustments for interest and charges) and tell you in writing of the amount that has been debited or credited to your account as a result.
- 11.8 Where our investigation shows that your account has not been incorrectly debited or credited or, in the case of unauthorised transactions, that you contributed to at least

part of the loss, we will give you copies of any documents or other evidence on which we based our findings.

## **12 Early withdrawal and closing your account.**

### **Early withdrawal**

- 12.1 If you opened your account or reinvested funds on or after 29 May 2016 you can only withdraw all of the funds from your account to your nominated account by giving us 31 days prior notice. If you have a need in the future to immediately withdraw funds from your term deposit other deposit products may be more suitable for you.
- 12.2 If you opened your account or reinvested funds prior to 29 May 2016 you can withdraw all of the funds from your account to your nominated account without giving us prior notice.
- 12.3 You can make an early withdrawal request by:
- calling our National Customer Contact Centre between 8am and 8pm Monday to Friday and 9am to 5pm Saturday, excluding public holidays in Melbourne, and providing us with applicable details over the phone; or
  - submitting a completed Change of Term Deposit Details form. You can obtain a Change of Term Deposit Details form by calling us or visiting our website.

Please note that partial withdrawals are not permitted. Your request will be processed upon receipt for accounts opened prior to 29 May 2016.

For accounts opened on or after 29 May 2016:

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

- 12.4 Subject to clause 12.5, if you withdraw your term deposit prior to the maturity date, we will calculate an adjustment to the interest by applying the Early Withdrawal Interest Adjustment to your account. The interest you earn on your account is reduced by the amount we calculate. Depending upon the amount of interest already paid to you, you may be required to repay some of that interest. The adjustment will be made by a deduction to any unpaid interest otherwise due to you or, if that is not sufficient to cover the adjustment, by a deduction from the amount of your deposit. The balance will be transferred to your nominated account.
- 12.5 No Early Withdrawal Interest Adjustment will be applied if you contact us to withdraw funds within seven days after reinvesting your term deposit under clause 5.3.

### **Closing your account**

- 12.6 We will close your account if you withdraw all of your cleared funds from your account in accordance with clause 12.1 or 12.2.
- 12.7 We may close your account without notice if:
- we believe you gave us false or misleading information to open your account;
  - we are required to do so by law;
  - we believe you failed to comply with this agreement;
  - we believe further use of your account may cause you or us loss; or
  - after your term deposit has matured, we are unable to contact you.
- 12.8 We may close your account without reason by giving you at least seven days' prior written notice.
- 12.9 Before your account is closed, you must pay any amount you owe us (including any unauthorised overdrawn amount). You remain liable for all transactions or government charges made before or at the time of closing your account. On the date your account is closed, we will pay you any credit balance of the account plus interest by transferring that amount to your nominated account. If we close your account other than at maturity, we will reduce the interest on your account in accordance with clause 12.4.

12.10 You can find out the amount that would be credited to your nominated account if your account was closed by contacting us.

### **13 Blocking your account.**

13.1 We may block access to your account without notice if:

- we are required to do so by law;
- we suspect that you or someone else is being fraudulent in connection with the account;
- we believe that further use of your account may cause you or us loss;
- we believe that your account has been or is being used to further crime;
- you have a joint account and we become aware that you and your joint account holder are in dispute;
- if the account is a joint account and either joint account holder asks us to change the account authority so that you all have to approve any future withdrawals; or
- we become aware that the sole account holder has died.

13.2 This means that you (and your joint account holder, if you have a joint account) will not be able to make any withdrawals from your account. You will only be able to make deposits to your account.

We will continue to pay interest on the credit balance in your account. We will only unblock access to your account, as relevant when we are satisfied that:

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

### **14 Unclaimed moneys.**

14.1 If when your account is closed by us in accordance with clauses 12.6, 12.7 or 12.8 and we are unable to pay the balance to your nominated account in accordance with your instructions, we may pay the credit balance of your account plus interest to a non-interest

bearing account with us. Subject to clause 14.2, we will pay the credit balance of your account to you subject to receiving proof acceptable to us that you are entitled to the funds.

14.2 If, after three years or more, as prescribed by law, from the date we closed your account under clause 14.1 you have not claimed your money, then:

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

## **15 Additional requirements.**

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

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

## Part B – direct debit request service agreement.

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

### 1 Meaning of words used.

In this agreement, unless the context requires otherwise:

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

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

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

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

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

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

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

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

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

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

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

## **2 Debiting your nominated account.**

- 2.1 By completing a DDR you authorise us to arrange for funds to be debited from your nominated account as follows:
- any amounts we are instructed to draw in accordance with your Account Terms and Conditions; and/or
  - any amounts owing in relation to your ME account which we are entitled to draw under your Account Terms and Conditions.
- 2.2 If a drawing is due to be made on a day that is not a business day, we may direct the financial institution to debit your nominated account the following business day. If you are uncertain as to when the drawing will be processed, please contact the financial institution.
- 2.3 If a drawing arrangement is returned unpaid by the financial institution you:
- must arrange for the drawing arrangement to be made by another method or arrange for sufficient clear funds to be in your nominated account by an agreed time so we can process the drawing;
  - may be charged a fee and/or interest by the financial institution; and
  - may be charged a fee by us.
- 2.4 We reserve the right to cancel your drawing arrangements if three or more drawings are returned unpaid.
- 2.5 We will not disclose any details of your DDR unless:
- the disclosure to a financial institution is necessary to enable us to act in accordance with your drawing arrangements or to investigate a disputed transaction;
  - we are required or permitted to make the disclosure by law;
  - you consent to the disclosure; or
  - our financial institution requires the disclosure in connection with a claim on it relating to a claimed incorrect or wrongful debit.



### **3 Changes to this agreement.**

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

### **4 Your rights.**

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

- mailing it to:  
ME Account Origination  
GPO Box 1345  
Melbourne VIC 3001;
- faxing it to (03) 9708 4799 or
- calling us on **13 15 63**.

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

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

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

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

### **5 Your obligations.**

- 5.1 It is your responsibility to:
- ensure that your nominated account can accept direct debits (direct debiting may not be available on all accounts). If you are uncertain, check with the financial institution before completing the DDR;
  - have sufficient clear funds in your nominated account by the due date to enable drawings to be made;
  - ensure that the details you give us of your

nominated account are correct by checking them against a recent statement. If you are uncertain, check with the financial institution before completing the DDR;

- ensure that the authority given to us to draw on your nominated account is consistent with the account authority or signing instructions held by your financial institution for that account;
- tell us if the details of the nominated account change in any way; and
- check your statement to verify that the amounts debited from your nominated account are correct.

## **Part C – privacy statement.**

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

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

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

- our related entities, service providers (for example, mailing houses and IT service providers) and alliance partners (for example, a union, superannuation fund, insurer or other third party that we have arrangements with);
- our agents, contractors and external advisers (for example, our lawyers and auditors);
- any person acting on your behalf, including your legal and financial advisers;
- government and other regulatory bodies, law enforcement bodies and courts;
- external dispute resolution bodies (for example, FOS Australia);
- payment system operators; and
- other financial institutions.

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

1.5 We may disclose your personal information to our third party service providers for them to help us provide banking and related services to you. Our third party service providers may store or access your personal information overseas. These countries are listed in our Privacy and Credit Reporting Policy, which may change from time to time. Personal information we are required to disclose to the Australian Taxation Office may be exchanged with tax authorities in other countries pursuant to intergovernmental agreements to exchange financial account information.

1.6 Regardless of when or how the information is collected, if we obtain your consent we may also disclose the following personal

information to any alliance partner which we have arrangements with for that alliance partner to contact you about other products or services that you may be interested in. The types of information we may disclose to an alliance partner are:

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

1.7 ME, its subsidiaries, and associated companies may use your personal information to keep you up to date with other products and services. If you do not want us to do this, please contact us. You do not need to contact us if you have previously informed us that you do not wish to receive information on other products and services.

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

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

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

1.9 You may request that we provide you with access to your personal information held by us in relation to your account by contacting ME's Privacy Officer by:

- phoning **13 15 63** during normal business hours;
- emailing **privacy@mebank.com.au**; or
- writing to the ME Privacy Officer, GPO Box 1345, Melbourne VIC 3001



Members Equity Bank Limited  
ABN 56 070 887 679  
AFSL and Australian Credit Licence 229500  
DP0003.v14/201906/215376

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mebank.com.au  
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