

Members Equity Bank
Online Savings Account
Terms and Conditions



MembersEquity
Bank

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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 Members Equity Bank Online Savings Account. When you open your account with us, your agreement with us in relation to your account includes:

- your application;
- the Welcome Letter we send you when we open your account;
- this booklet;
- our Electronic Access Terms and Conditions; and
- our 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 1300 654 998 or visit us at

www.membersequitybank.com.au

Members Equity Bank Online Savings Account	
Features	<ul style="list-style-type: none"> • No fixed term. • No minimum deposit or balance. • One variable interest rate on the entire balance. • Interest calculated daily on the closing balance. • 24 hour, seven day access. • Internet Banking, Phone Banking and Operator Assisted Banking.
Fees and charges	See our Deposit Accounts Fees and Charges sheet for full details of any fees and charges that apply (see clause 7 for details).
Interest Rate	Current variable rate available on request (see clause 8.1 for details).
Calculation and payment of interest	Calculated daily and credited monthly. When your account is closed, interest is also credited on the day your account is closed (see clauses 8.3 – 8.5 for details).
Transacting on your account	<ul style="list-style-type: none"> • Your account must be linked to only one nominated account with an Australian financial institution (see clauses 3.8-3.10 for details). • You may transfer money to and from your account by transferring money from and to your nominated account using Internet Banking, Phone Banking or Operator Assisted Banking (see clause 5 for details). • You may also transfer money to your account by direct credit from a non-nominated account to your account (see clause 5 for details).

Members Equity Bank Online Savings Account cont.	
Statements of account	Issued quarterly. We will also give you a statement in the following quarter after your account is closed (see clause 9 for details).
Account conditions	<ul style="list-style-type: none"> Your account can only be opened in a personal name and cannot be used for business or trustee purposes (see clause 3.5 for details). Only Australian citizens or permanent residents 12 years of age and over may open an account (see clause 3.5 for details). No more than two joint account holders (see clause 3.7 for details).
Tax implications	<ul style="list-style-type: none"> If you do not provide us with your Tax File Number or any applicable exemption, tax at the highest marginal rate plus the Medicare levy will be deducted from interest earned on your account. Any interest earned on your account forms part of your income for income tax assessment purposes.

2 Meaning of words used

Definitions

2.1 In these terms and conditions:

account means your Members Equity Bank Online Savings Account.

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

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

Electronic Access Terms and Conditions means the Members Equity Bank Electronic Access Terms and Conditions that apply to your use of Internet Banking, Phone Banking and Operator Assisted Banking.

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 from your account an amount that is greater than your account balance) or otherwise in debit (e.g. if it is a loan account).

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

Internet Banking means our Internet Banking Service described in the Electronic Access Terms and Conditions.

nominated account means a bank account in your name or in joint names held with a financial institution (including us) that you have nominated so that we can credit or debit your account on your instructions.

non-nominated account means any account (other than your nominated account) from which direct credits can be made to your account. This account can be held at any financial institution (including us) and can be in any name (including a name that is different from the name in which your nominated account is held).

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 Welcome Letter we send you when we open your account, all parts of this booklet, the Electronic Access Terms and Conditions, and our Deposit Account Fees and Charges sheet.

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

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; 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 form (including a completed DDR authorising us to draw on your nominated account); 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 by mail; and
 - debit the amount you specify (if any) in the DDR you provide to us as part of your application on the next business day after we open your account.

Eligibility

- 3.5 To open an account you must be:
- at least 12 years old;
 - an Australian citizen or an Australian permanent resident; 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 may deposit any amount. There is no minimum account balance that you have to maintain. Any daily withdrawal limits are set out in the Electronic Access Terms and Conditions.
- 3.7 You may open a joint account together with one other joint account holder.

Nominated account

- 3.8 To 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 at least one 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 account; and
 - to which we will transfer money, if you instruct us to withdraw money from your account.
- 3.10 You may change your nominated account, or the details of your nominated account, at any time by calling us. We will tell you what information we need and what to do. Your new nominated account or requested changes will not take effect until verified by us. This may take three to five business days.

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; and
 - 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.
- 4.2 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.

Death of a joint account holder

- 4.3 If one joint account holder dies:
- we treat the balance of the account as owned by the surviving account holder; and
 - we close the account after giving the surviving account holder a reasonable opportunity to open a new account in that account holder's sole name.

5 Transacting on your account

Making deposits

- 5.1 You may only make a deposit into your account by:
- using Phone Banking, Internet Banking or Operator Assisted Banking to debit your nominated account and credit your account; or
 - transferring money by direct credit from a non-nominated account to your account. You will need to contact the financial institution at which the non-nominated account is held if you wish to deposit money into your account in this way. You cannot make deposits into your account by direct credit from an account with a foreign financial institution.
- 5.2 We may not process a deposit made after 4pm (Melbourne time) on a business day until the next business day. When you instruct us to deposit funds into your account, they may not be available for withdrawal for three business days.
- 5.3 We will only accept deposits in Australian dollars.

- 5.4 You cannot make deposits in cash or by cheque.
- 5.5 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.

Making withdrawals

- 5.6 You may only make a withdrawal of cleared funds from your account by
- transferring money to your nominated account by using Phone Banking, Internet Banking or Operator Assisted Banking to debit your account and credit your nominated account; or
 - transferring money to your Members Equity Bank Term Deposit Account by a direct debit request or such other method as we advise you which authorises us to debit your account and credit your Members Equity Bank Term Deposit Account.
- 5.7 If you withdraw money before 4pm (Melbourne time), we will generally transfer the funds by the next business day.
- 5.8 We will only accept withdrawals made in Australian dollars.
- 5.9 You cannot nominate your account in a direct debit request you give to any other financial institution or service provider (e.g. your gym or health care fund).
- 5.10 You cannot make withdrawals in cash or by cheque.
- 5.11 If we are required to do anything (including processing any transactions) on a day that is not a business day, we may do it on the next business day.

Requirements for transacting

- 5.12 Please note that you will need to register to use Internet Banking, Phone Banking and/or Operator Assisted Banking before you can transact on your account using any of these services (see the Electronic Access Terms and Conditions for details). However, if you are an existing customer and have already registered to use any of the services, you will not need to re-register before transacting on your account using these services.
- 5.13 Please note that these terms and conditions do not contain all of the terms and conditions governing your use of Internet Banking, Phone Banking or Operator Assisted Banking. The Electronic Access Terms and Conditions set out other requirements relating to your use of these services, including provisions relating to your liability if unauthorised transactions are made on your account. 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.

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 become in debit at any time, you must immediately pay us the amount necessary to bring your account 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 do not need to notify you before we do this and are not liable for any loss you may suffer as a result.

7 Fees and charges

Our fees and charges

- 7.1 Our fees and charges are set out in our Deposit Accounts Fees and Charges sheet. You can obtain a copy by calling us or by visiting us at www.membersequitybank.com.au

Government charges or duties

- 7.2 Any government fees or charges (e.g. any duties for account activity) will be debited to your account and shown on your statement of 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 The Interest Rate is variable based on prevailing market conditions. The current Interest Rate on any given day forms part of these terms and conditions and is:

- available by visiting us at www.membersequitybank.com.au;
- available by calling us; and
- included in your statement of account.

8.2 Your initial Interest Rate is included in the Welcome Letter we send you once we open your account.

Calculating and crediting interest

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

$$\frac{\text{Daily closing balance} \times \text{Interest Rate}}{365}$$

(as a percentage)

- 8.4 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.
- 8.5 Interest is credited to your account on the first business day of each month and is available for your use immediately. Interest is also credited to your account on the day we close your account.
- 8.6 If we change the Interest Rate, we will tell you in accordance with clause 10.

9 Statements

- 9.1 We will issue you with a statement of account quarterly. We will also give you a statement in the following quarter after your account is closed. Each statement of account will record all transactions on your account since the last statement of account. You should check your statement of account carefully as soon as you receive it to ensure that all transactions are correct. Please let us know immediately if you believe there is an error on your statement.
- 9.2 If you have a joint account, you agree that we will provide you with a statement by sending a statement of account to each joint account holder, by sending one statement of account to one of the joint account holders or by sending one statement of account noting all joint account holders. Statements will be sent to the postal address of the applicable account holder or account holders.
- 9.3 You can ask for an interim statement/ transaction listing or a duplicate statement of account by calling us. A fee may be charged for this service (see clause 7 for details).

10 Changes to terms and conditions

Notice

- 10.1 We may change any of these terms and conditions. We agree to give you at least 30 days prior notice in writing (or any longer period that we are required to by law or any code of conduct that we subscribe to) if the change:
- varies the method of calculating interest;
 - varies the balance ranges within which interest rates apply;

- varies the frequency of crediting interest;
 - increases your liability for losses in relation to transactions made using Internet Banking, Phone Banking or Operator Assisted Banking;
 - imposes, removes or adjusts a daily transaction limit or other periodic transaction limit applying to the use of your account, Internet Banking, Phone Banking or Operator Assisted Banking;
 - increases a fee or charge; or
 - introduces a new fee or charge.
- 10.2 We agree to tell you of all other changes to these terms and conditions (including any change to the interest rate for the account) before the day on which the change takes effect. You agree that we may do this by writing to you, advertising in a national newspaper or giving you notice in another manner allowed by law.
- 10.3 If your account is a joint account, you agree that the first person named on the application form will be appointed as agent of the other account holders for the purposes of receiving written notices from us under this clause. This means that only one notice will be sent for your account.
- 10.4 Subject to satisfying any legislative requirements, we may not give you advance notice of a change relating to Internet Banking, Phone Banking or Operator Assisted Banking where the change is necessary to immediately restore or maintain the security of our systems or your 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 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 concerns at this stage, we will ask you to send your complaint to us in writing to:

Service Quality Leader
 Members Equity Bank
 Reply Paid 1345
 Melbourne, Victoria 8060

- 11.2 Once we receive your complaint, we will investigate it based on available evidence. Within 21 days of receiving your complaint, we will either:
- complete the investigation and inform you in writing of the outcome; or
 - inform you in writing that we need more time to complete the investigation.

- 11.3 Unless there are exceptional circumstances, we will complete the investigation of your complaint within 45 days of receiving it. Where an investigation continues beyond 45 days, we will:
- inform you in writing of the reasons for the delay;
 - provide you with monthly updates on the progress of the investigation; and
 - tell you of the date when you can reasonably expect us to make a decision.
- However, we do not need to do this if we are waiting for you to respond to a request made by us.
- 11.4 When we have completed our investigation, we will inform you in writing of the outcome of the investigation and the reasons for our decision.
- 11.5 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.
- 11.6 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.
- 11.7 If you are still not satisfied after this review, you may wish to contact the Financial Ombudsman Service. We will tell you how to do this when we respond to your complaint.

12 Closing your account

- 12.1 We may close your account at any time on request. If your account is a joint account, we will need instructions from you or your joint account holder before closing the account. You can ask us to close your account by:
- calling us;
 - writing to us at: Account Services, GPO Box 1345, Melbourne, Victoria 3001; or
 - sending us a secure email through our Internet Banking service.
- 12.2 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; or
 - we believe further use of your account may cause you or us loss.
- 12.3 We may close your account without reason by giving you at least seven days prior written notice.
- 12.4 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.
- 12.5 You can find out the amount that would be credited to your nominated account if your account was closed by:

- calling us;
- writing to us at Account Services, GPO Box 1345, Melbourne, Victoria 3001; or
- sending us a secure email through our Internet Banking service.

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 a crime;
- if you have a joint account, we become aware that you or your joint account holder are in dispute; 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 or 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; or
- the circumstances set out in clause 13.1 no longer apply or otherwise as notified to you by us.

14 Inactive accounts

14.1 If you have not made a withdrawal from, or deposit to, your account for 12 months or more, we may close your account and pay the credit balance of your account plus interest to your nominated account. If we are unable to do this for any reason, we may pay the balance of your account to a non-interest bearing account with us. Subject to clause 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:

- you have not made a withdrawal from, or deposit to, your account for seven years or more; or
- you have not otherwise contacted us to claim your money during this time, 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 account means the Members Equity Bank account specified by you in the DDR to which amounts are to be credited.

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

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

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

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

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:
Account Services
Members Equity Bank
GPO Box 1345
Melbourne, Victoria 3001;
 - faxing it to **(03) 9605 6444**; or
 - calling us on **1300 654 998**.
- 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 bank account is consistent with the account authority or signing instructions held by the financial institution for that account;
- tell us if the details of your nominated account change in any way; and
- check your statement to verify that the amounts debited from your nominated account are correct.

PART C – PRIVACY STATEMENT

- 1.1 Your privacy is important to us. We observe the National Privacy Principles and the Privacy Act 1998 (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 Members Equity Bank Online Savings Account, and for related purposes including:
- verifying your identity;
 - consideration of any other application made by you 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);
- compliance with payment systems requirements;
- our internal operations, including record keeping, risk management, credit scoring and portfolio analysis; and
- 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 to customers).

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

- our service providers and alliance partners;
- our agents, contractors and external advisers (for example, our lawyers);
- your legal and financial advisers;
- government and other regulatory bodies, law enforcement bodies and courts;
- external dispute resolution bodies (for example, the Financial Ombudsman Service);
- payment system operators; and
- other financial institutions.

1.4 You may request access to your personal information held by us in relation to your account by phoning us or by writing to:

Privacy Officer
Members Equity Bank
GPO Box 1345
Melbourne, Victoria 3001

- 1.5 Members Equity Bank and 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.

For more information please call
1300 654 998 or visit
www.membersequitybank.com.au