

Members Equity
Business Mastercard
Terms and Conditions



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PART A - GENERAL TERMS AND CONDITIONS

1 These terms

Introduction

1.1 These Terms, together with the Letter of Offer, set out the respective rights and responsibilities of the account holder, each cardholder and us in relation to the card account. They contain all the terms of our agreement with the account holder and all representations by us about the credit card contract.

1.2 It is important that the account holder and every cardholder read these Terms carefully and keep them for future reference. Copies of these Terms are available by calling us on 1300 658 108 or by visiting our website mebank.com.au. If the account holder or any cardholder has any questions at any time, please contact us.

Acceptance

1.3 The activation of any card by a cardholder will automatically constitute the account holder's acceptance of the credit card contract.

2 Meaning and interpretation of words

Meanings of words

access code means the access code you use in conjunction with your customer ID for access to Internet Banking and Phone Banking.

account holder means the person in whose name the card account has been opened as described in the Letter of Offer.

annual percentage rate means the variable interest rate per annum which is used to calculate interest charged on the card account as described in the Letter of Offer and in these Terms.

approved terminal means any electronic terminal, including:

- (a) Automatic Teller Machines (ATMs); and
- (b) Electronic Funds Transfer Point of Sale (EFTPOS) terminals.

banking business day refers to any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

biller refers to an organisation which tells you that you can make payments to it through the BPAY Scheme.

BPAY[®] refers to a payment which you make or propose to make through the BPAY Scheme to a biller.

[®]Registered to BPAY Pty Ltd ABN 69 079 137 518

BPAY Pty Ltd means BPAY Pty Ltd ABN 69 079 137 518.

BPAY Scheme is a scheme through which:

- (a) we, as a member, can be asked to make payments electronically on your behalf to billers who are members of the BPAY Scheme; and
- (b) you can receive or access bills or statements electronically from participating billers nominated by you by:
 - (i) (i) opening an email (which includes a link to our website) sent to you whenever a bill or statement is received by us; or
 - (i) (ii) accessing our website. You may choose to pay the bills electronically using Internet Banking or Phone Banking or any other payment method accepted by the biller.

BPAY View[®] refers to the feature of the BPAY Scheme through which you can receive or access bills or statements electronically from participating billers nominated by you.

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

card or **credit card** means any credit card issued by us to each cardholder nominated by the account holder from time to time for use on the card account, including any replacement card.

card account means the account holder's Members Equity Business MasterCard credit card account with us.

card account credit limit means the credit limit for the card account which is set out in the Letter of Offer or as authorised by us from time to time. This amount cannot exceed the aggregate sum of the card credit limits issued in relation to the card account.

card credit limit means, in relation to a cardholder, the credit limit for the cardholder as agreed between the account holder and us from time to time in accordance with these Terms.

cardholder means any person who has been issued with a card at the account holder's request under these Terms. It includes the principal and may also include the account holder (where the account holder is a natural person).

card issuer means Members Equity Bank Pty Limited ABN 56 070 887 679 or any replacement card issuer in the future.

Cardlink Services Limited means Cardlink Services Limited ABN 60 003 311 644.

cash advance means any transaction on the card account where:

- (a) a cardholder receives actual cash through use of a card;

- (b) a card is used to purchase a cash substitute, including but not limited to gambling chips or traveller's cheques;
- (c) a card is used to pay bills through a third party where the merchant does not accept credit card payments; or
- (d) a card is used to credit funds from the card account to another account held with another financial institution or with us.

challenge answers means the answers provided to challenge questions asked when registering for MasterCard SecureCode or subsequently asked and answered.

credit card contract means the contract entered into by the account holder with us with respect to the card account. It includes these Terms and the Letter of Offer.

code means the data or information you must provide to us or through a service in order to access the card account or otherwise use a service and includes any access code, customer ID, security code, PIN, password, SecureCode or MasterCard SecureCode information.

customer ID means your customer ID to be used in conjunction with your access code for access to Internet Banking and Phone Banking.

Internet Banking means our Internet Banking service.

Letter of Offer means the Letter of Offer which records the particulars of, and forms part of the contract terms for, the card account.

MasterCard means MasterCard International Incorporated.

MasterCard SecureCode is a service which minimises the risk of fraud during online purchases at participating merchants, by use of a personal message and username and use and authentication of a SecureCode and other MasterCard SecureCode information.

MasterCard SecureCode information means the data or information you provide when registering for MasterCard SecureCode, provide later or data and information held by us and includes any SecureCode, personal message, username or challenge answers.

merchant means a provider of goods or services.

password means the password you must provide to use the telephone service.

personal message means the personal message you create or that is provided to you when registering for MasterCard SecureCode or subsequently updated.

Phone Banking means our Phone Banking Service.

PIN means your personal identification number that is issued to you for use with your card to access an approved terminal.

principal means the person who has been nominated by the account holder as the principal for the card account. The principal may be the account holder if the account holder is a natural person.

SecureCode means the password you create when registering for MasterCard SecureCode.

security code means any data or information provided by you to us on request in order to identify you.

service means:

- (a) Phone Banking;
- (b) Internet Banking;
- (c) the Telephone Service;
- (d) approved terminals;
- (e) MasterCard SecureCode; and
- (f) any other service which we, or another person on our behalf, may provide from time to time, (and 'services' means all of these services).

statement date means the last date of a statement period.

statement period means each period for which we draw up a statement for the card account or, in the case where we are not required to provide a statement, could have drawn up a statement.

technical failure means any:

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

telephone service means our operator assisted call centre.

Terms means these Terms and Conditions.

username means your username used in conjunction with your MasterCard SecureCode information for online purchases at merchants participating in MasterCard SecureCode.

we, us, and our means the card issuer, or any replacement card issuer in the future.

website means mebank.com.au

you and your means the account holder and each cardholder.

Interpreting these Terms

When interpreting these Terms:

- (a) except as otherwise provided in these Terms, a reference to a clause number within Part A is a reference to a clause contained within Part A of these Terms. A reference to a clause number within Part B is a reference to a clause contained within Part B of these Terms;
- (b) headings are only for convenience and do not affect interpretation;
- (c) a word or expression indicating the singular includes the plural and the other way around;
- (d) a reference to any documents that is part of this agreement includes a reference to all amendments, supplements and replacements of that document;
- (e) a reference to a person includes a reference to an individual, a person, a trust, partnership, joint venture and incorporated association, a corporation or an authority as the case may be;
- (f) the words 'includes' and 'including' are not words of limitation;
- (g) references to time are to Melbourne time; and
- (h) if we are required to do anything (including processing any transaction) on a day that is not a business day, we may do it on the next business day.

3 Business purpose

The card account and each card issued for use on the card account must be used wholly or predominately for business purposes and not for private or domestic purposes. Given this requirement, the Electronic Funds Transfer Code of Conduct (EFT Code) does not apply.

4 Cardholders

Appointment and responsibilities

- 4.1 The account holder may in writing (in a form acceptable to us) nominate a person who is 18 years or older to be a cardholder. If approved, we will issue that person with a card which they can use to carry out transactions on the card account.
- 4.2 The account holder is responsible for ensuring that each cardholder complies with these Terms.
- 4.3 We may supply to the account holder any documentation in respect of the card account which we consider necessary or we deem to be necessary to issue to cardholders.

4.4 These Terms apply to a cardholder in the same way that they apply to the account holder except that:

- (a) a cardholder is not responsible for making payments on the card account;
- (b) we do not need to provide statements, notices of variation of these conditions, notices of default or any other notice to a cardholder;
- (c) a cardholder cannot nominate another person to be a cardholder;
- (d) a cardholder cannot request an increase of the credit limit on the card account.

4.5 The account holder is responsible for communicating directly with each cardholder. This includes without limitation:

- (a) issuing to each cardholder these Terms prior to use of a card by a cardholder;
- (b) notification to each cardholder of:
 - (i) their card credit limit;
 - (ii) the daily maximum number of purchases that can be conducted using the cardholder's card;
 - (iii) the daily number of cash advances that can be conducted using the cardholder's card (if applicable);
 - (iv) the daily cash advance limits that apply to the cardholder's card (if applicable), and
 - (v) any amendments to any of the limits referred to in paragraphs (i) to (iv) above.

4.6 The account holder agrees to indemnify us and hold us harmless from any claims, losses, damages, liabilities, costs and expenses that we may suffer or incur as a result of the account holder's breach of this clause.

4.7 You agree to us communicating directly with a cardholder and giving cardholder information about the card account for the purpose of the cardholder's use of their own card.

Card activation

4.8 Each cardholder will need to activate his or her card by calling us on 1300 658 108. The card account cannot be transacted on until the card for the card account is activated.

Cancellation of a card

4.9 The account holder can cancel a card by telling us in writing that you want to cancel the card and destroying the card by cutting through the black magnetic strip on the back of the card.

4.10 If the account holder cannot destroy the card, the account holder should ask us to put a stop on the card account and use all reasonable endeavours to arrange for the card to be returned to us. Even though a stop is placed on the card account, a card may still be used in some circumstances (e.g. where electronic approval of transactions is not available), and the account holder will still be responsible for any transactions made by the cardholder.

4.11 The account holder will indemnify us and hold us harmless from any claims, losses, damages, liabilities, costs and expenses arising from a claim against us for wrongful cancellation of a card if the account holder has requested that cancellation.

Account holder's liability

4.12 The account holder is responsible for all transactions made with a card and debited to the card account in accordance with the credit contract.

4.13 The account holder is also responsible for any breach of these Terms by a cardholder and we can treat that breach as a default by the account holder.

5 The cards

5.1 Each card is our property and remains so at all times.

5.2 A card is only valid and can only be used if you have signed it and it has not expired. Cards that are no longer valid must be destroyed by cutting through the black magnetic strip on the back of the card.

5.3 We may issue a replacement card to you as long as the account holder has not previously requested that we cancel the card account or a cardholder's card.

5.4 If your card becomes faulty or damaged you may order a replacement card from us. Any reissued or replacement card will be subject to these Terms.

5.5 A cardholder can only request replacement of their own card.

6 Credit limits

Card account credit limit

6.1 The account holder must ensure that the total amount of the card credit limits for the card account does not exceed the total card account credit limit.

6.2 The account holder must also ensure that the sum of the balances on each cardholder's card does not exceed the card account credit limit at any time. If this occurs, the amount by which the card account credit limit is exceeded is immediately payable by the account holder and we may decline any further transactions in our absolute discretion.

Card credit limits

6.3 The cardholder must ensure that the balance on their card does not exceed the card credit limit at any time. If this occurs, the amount by which the card credit limit is exceeded is immediately payable by the account holder and we may decline any further transactions in our absolute discretion.

7 Transacting on the card account using the services

Where you can use your card

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

7.2 You can use your card in any approved terminal in Australia, or in any approved terminal displaying the MasterCard symbol outside Australia.

7.3 We are not responsible if a merchant or financial institution refuses to accept your card or places other limitations on using your card.

7.4 We do not recommend or endorse any merchant participating in MasterCard SecureCode.

7.5 Unless required by law we are not responsible for:

- (a) any representation made by a merchant or its servants or agents about your card, the card account or any goods or services purchased with your card; and
- (b) goods and services supplied to you by a merchant. You must take up any complaints or concerns directly with the merchant.

Cash advances

7.6 If the account holder has advised us in writing that a cardholder is authorised to do so, a cardholder can use their card and PIN to get cash from:

- (a) any financial institution displaying the MasterCard symbol anywhere in the world;
- (b) any ATM in Australia; and
- (c) any ATM displaying the MasterCard symbol outside Australia.

7.7 We will advise the account holder from time to time of the amount of cash a cardholder may withdraw using their card over any specified time.

- 7.8 The minimum and maximum amount of cash you can obtain may vary between financial institutions. When obtaining cash from a financial institution you may be required to provide suitable identification.
- 7.9 Merchants and other financial institutions may also impose additional restrictions and transaction limits.
- 7.10 The account holder accepts that any money dispensed at an approved terminal is at the account holder's risk once it becomes available for collection.

Authorisation

- 7.11 Some transactions on the card account may need to be authorised by us. Before completing the transaction, the merchant or other person involved in the transaction may ask us for authorisation. We do not have to authorise a transaction. We will only refuse to authorise a transaction if there is a good reason, for example if the account holder is behind in making payments to the card account, or if the card credit limit would be exceeded.
- 7.12 If we authorise a transaction we reduce the available credit on the card account by the amount of the transaction. If the transaction is not completed, your credit card account will be re-credited with that amount. This may take up to 4 working days to occur.

MasterCard SecureCode Authentication

- 7.13 When registered for MasterCard SecureCode and proceeding with an online purchase with a merchant participating in MasterCard SecureCode, your personal message and your username will appear on an extra screen during check out. You will then enter your SecureCode and this and any other required MasterCard SecureCode information will be authenticated and the transaction will proceed. If you are unable to provide your SecureCode or if the authentication fails, the card transaction will not be completed.
- 7.14 Your personal information and MasterCard SecureCode information is not shared with the merchant.
- 7.15 If your personal message or username does not appear on the screen during your online purchase checkout with a merchant participating in MasterCard SecureCode, do not enter your SecureCode or any other MasterCard SecureCode information and do not proceed with the transaction. Instead you must tell us immediately by contacting us on 1300 658 108 Monday to Friday 9am to 5pm (Melbourne time).

Internet Banking

- 7.16 The principal may use Internet Banking to:
- (a) view the current balance of the card account;
 - (b) view the current balance on each cardholder's card;
 - (c) view the transaction history of the card account;
 - (d) view the transaction history of each cardholder;
 - (e) use BPAY View to receive bills electronically;
 - (f) pay a bill with their card by making a BPAY payment; and
 - (g) send secure emails to us.
- 7.17 Each cardholder may use Internet Banking to:
- (a) view the current balance on their card;
 - (b) view their transaction history;
 - (c) use BPAY View to receive bills electronically; and
 - (d) pay a bill by making a BPAY payment.

Phone Banking

- 7.18 The principal may use Phone Banking to:
- (a) obtain details of the current balance of the card account;
 - (b) obtain details of the current balance on each cardholder's card;
 - (c) obtain details of the transaction history of the card account;
 - (d) obtain details of the transaction history of each cardholder; and
 - (e) pay a bill with their card by making a BPAY payment.
- 7.19 Each cardholder may use Phone Banking to:
- (a) obtain details of the current balance on their card;
 - (b) obtain details of their transaction history; and
 - (c) pay a bill with their card by making a BPAY payment.

The telephone service

- 7.20 The principal may use the telephone service to:
- (a) obtain details of the current balance of the card account and the transaction history of the card account; and
 - (b) obtain details of the current balance on each cardholder's card and their transaction history.
- 7.21 Each cardholder may use the telephone service to obtain details of the current balance on their card and their transaction history.
- 7.22 The telephone service is available from Monday to Friday 9am to 5pm (Melbourne time) by calling 1300 658 108.

Terms of Use of the services

- 7.23 The use of a card and PIN, the use of a card in conjunction with Phone Banking, Internet Banking and the Telephone Service, and the use of MasterCard SecureCode information in conjunction with MasterCard SecureCode is subject to the Terms of Use in Part B.
- 7.24 Where there is a conflict between Part A and Part B of these Terms, Part B prevails.

8 The card account

- 8.1 The card account will be charged with:
- (a) the amount of any goods or services purchased through use of the cards;
 - (b) the amount of all cash advances;
 - (c) the fees and charges referred to in clause 9;
 - (d) the interest charges referred to in clause 10; and
 - (e) the government charges referred to in clause 11.
- 8.2 Transactions conducted in a foreign currency will be converted to Australian dollars before being charged to the card account. This conversion is made as at the date the transaction is processed and at the rate set by MasterCard. MasterCard will select the conversion rate from the range of rates available in the wholesale money markets on the day before the transaction is processed.
- 8.3 Commissions may be included in the purchase price of goods and services provided by merchants or may be paid in relation to transactions on the card account. These include:
- (a) a commission we receive from a merchant in relation to each purchase a cardholder makes with a card. The amount of this commission is unascertainable.
 - (b) a commission we pay to MasterCard in relation to each transaction on the card account. The amount of this commission is unascertainable.

9 Credit fees and charges

- 9.1 We will charge the card account with the fees and charges shown in the Letter of Offer. Once charged to the card account, they are payable and form part of the amount owing on the card account.
- 9.2 We may vary these fees and charges and may also introduce new fees and charges. We will notify the account holder of this in accordance with clause 14. Please contact us if you would like details of our current fees and charges.

10 Interest charges

- 10.1 We will charge interest on the card account as follows:
- (a) Interest will be calculated daily and charged to your account once a month on the statement date.
 - (b) Interest charges are calculated from the date that any amount is charged to the card account until the amount is paid in full.
 - (c) Interest is calculated by applying the daily percentage rate (the annual percentage rate divided by 365) to the unpaid daily balance of the credit card account.
- 10.2 However, we will not charge interest on any purchase debited to the card account if:
- (a) the account holder pays in full the closing balance of the statement on which the purchase is shown by the due date shown on that statement; and
 - (b) the account holder has paid in full the closing balance shown on the last statement before the purchase by the due date shown on that statement.
- 10.3 Where the account holder does not pay the full amount of the closing balance by the due date shown on the statement, unpaid purchases outstanding as well as all new purchases will be included in the calculation of interest charges.
- 10.4 We may vary the annual percentage rate and we will notify you of this in accordance with clause 14. Please contact us if you would like details of our current annual percentage rate.

11 Government charges

We will charge the card account with any government charges relating to the use of the cards or to transactions associated with the card account. Once charged to the card account, they are payable and form part of the amount owing on the card account.

12 Repayments

The minimum amount you need to pay

- 12.1 The statement will show the minimum repayment that the account holder must make, together with the due date by which the payment must be made.
- 12.2 If there is an amount owing on the card account the minimum repayment is:
- (a) the closing monthly balance of the credit card account if it is less than \$10; or
 - (b) 3% of the closing monthly balance of the card account at each statement date, or \$10 (whichever is the greater).

- 12.3 In addition, you will need to immediately pay us:
- (a) any unpaid minimum repayments from previous statements; plus
 - (b) any amount that exceeds your card account credit limit.
- 12.4 You may pay more than the required payment at any time.
- 12.5 A cardholder may also make payments on the credit card account.

How and where you can make payments

- 12.6 You can make payments to the card account by:
- (a) using our direct debit facility;
 - (b) making a payment from an account you have with another financial institution using BPAY (where available);
 - (c) mailing a cheque to:
Finance
ME Bank
GPO Box 1345
Melbourne VIC 3001

12.7 Payments must be received and credited to the card account by the due date, so if you are mailing your payment you should allow at least 3 business days for your payment to reach us.

12.8 Payments will not be treated as made until we receive and credit them to the card account.

12.9 Once a cash payment is credited to your account, it will immediately be treated as available credit on the card account. Other payments, such as cheques, will not become available funds until they have cleared, and this may take up to 3 business days after we have received and processed your payment. This is to ensure that the payment is not dishonoured. If a payment is dishonoured we will advise you of this, and make any necessary adjustments to the card account.

12.10 All payments must be made in Australian dollars.

How we apply your payments

12.11 We may apply any payments made by you to any amounts debited to the card account in any order as we think fit.

13 Statements of account

Sending statements

- 13.1 Every month we will send the account holder statements of account as follows:
- (a) one summary statement which will record all transactions made by each cardholder on the card account; and

(b) individual statements which will record transactions for each cardholder made on the card account.

13.2 We do not need to send you a statement if:

- (a) no amounts have been charged or credited to the card account during the statement period and the amount owing is less than \$10; or
- (b) we wrote off your debt during the statement period and no further amounts have been charged or credited to the card account during the statement period; or
- (c) you have been in default under these conditions over 3 statement periods, including the last statement period, and we have exercised our right not to provide further credit to you.

If you think there is a mistake

13.3 By signing a transaction voucher or authorising a transaction in some other manner, you are confirming that the amount authorised in that transaction is the correct price of the goods or services purchased or the cash advance received. We recommend that you keep all receipts and receipt information for your records.

13.4 The monthly statements will list all amounts charged or credited to the card account during the statement period. You should check each statement carefully on receiving it and inform us immediately of any errors or unauthorised transactions.

14 Changes

Notice of any changes to these Terms

- 14.1 We may change any of these Terms. We agree to give the account holder at least 30 days prior notice in writing if the change increases a fee or charge or introduces a new fee or charge.
- 14.2 We will tell the account holder of all other changes to the credit card contract (including any change to the annual percentage rate for the card account) on or before the day on which the change takes effect. We may do this in writing, by advertising in a national newspaper or by giving notice in another manner allowed by law.
- 14.3 Subject to satisfying any legislative requirements, we may not give the account holder advance notice of a change relating to Internet Banking or Phone Banking where the change is necessary to immediately restore or maintain the security of our systems or a card account.

Change of name or address

14.4 The account holder or the principal must inform us as soon as possible of any changes in the account holder's or any cardholder's name or address. The account holder or the principal must do this in writing in a form acceptable to us.

14.5 If the account holder or the principal does not tell us about a change of address, we can still give notices by writing to the last address the account holder or principal told us about. We will not be responsible for any errors or losses associated with such a change of details if we do not receive adequate notice of the change.

Notices to you

14.6 For the purposes of this agreement, a notice transmitted by facsimile, email or other electronic messaging system is in writing.

14.7 We may deliver written notices to the account holder at the address you provide to us in the application form or in any subsequent notice sent to us. We may deliver written notices in any other way permitted by law.

14.8 A notice sent by email or electronic messaging system will be signed by our officer sending the email or electronic message with his or her name adjacent to the word "Signed".

14.9 Subject to any law that provides otherwise, you will be taken to have received a notice under this agreement:

- (a) if it is a notice sent by pre-paid post, on the second business day after posting;
- (b) if it is a notice by press advertisement, on the day the press advertisement is published;
- (c) if it is a notice by facsimile, when the machine from which the facsimile was sent indicates successful transmission;
- (d) 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
- (e) if it is a notice by email 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

14.10 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:

Business Customer Service
ME Bank
GPO Box 1345
Melbourne VIC 3001

We are not taken to receive a notice under this agreement until we actually receive the notice in legible form.

15 Statements and correspondence to principal

15.1 Where these Terms state that we will send statements or notices to the account holder, we will do so by sending these documents to the attention of the principal at the nominated address for correspondence detailed in the application form.

16 Lost or stolen cards

How to report a lost or stolen card

16.1 You must immediately tell us if you know or suspect that your card is lost or stolen, or that unauthorised transactions have been made on the card account.

16.2 You can notify us in Australia by phoning us on 1300 658 108 (available 24 hours a day).

16.3 If you are overseas, you may phone the MasterCard Global Service or visit any financial institution displaying the MasterCard symbol.

16.4 You will receive a reference number, which you should keep as proof of your report.

Your liability

16.5 Your liability for unauthorised transactions on the card account is detailed in Part B of these Terms.

17 Cancellation of the card account

Cancellation by the account holder

17.1 The account holder may cancel the card account at any time by:

- (a) notifying us in writing that the account holder wants to cancel the card account;
- (b) destroying all cards by cutting through the black magnetic strip on the back of the card; and
- (c) paying us the full amount owing on the card account (including any transactions, interest charges and fees not yet showing on the card account).

Cards must not be used once the card account has been cancelled.

Cancellation by us

17.2 We are entitled to cancel your card account at any time, without prior notice, and unless you are in default under your credit card contract we will give you written notice of the cancellation as soon as practicable after cancellation. Without limiting the reasons why we may do so, we may cancel your account if:

- (a) we believe the account holder is, or is likely to be, insolvent;
- (b) we believe that use of the card may cause loss to you or us;
- (c) we believe that you gave us false or misleading information to open the card account; or
- (d) you are in default under the credit card contract (see clause 20).

When the card account is cancelled

17.3 When the card account is cancelled:

- (a) you must cancel any direct debit authority that is linked to the card account;
- (b) each card is automatically cancelled.

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

18 Stopping the card account

18.1 We may stop providing further credit to the account holder under the credit card contract without prior notice if:

- (a) we believe there is a security concern that affects the card account;
- (b) we believe you gave us false or misleading information to open your account; or
- (c) you are in default under your credit card contract (see clause 20).

18.2 If we stop the card account we will give the account holder written notice as soon as practicable, except when the account holder is in default under the credit card contract.

19 Blocking your MasterCard SecureCode access

19.1 Without giving prior notice to you we may, at any time:

- (a) temporarily or permanently block your MasterCard SecureCode access. During this time you will be unable to undertake online purchases at merchants participating in MasterCard SecureCode; or
- (b) change, remove or amend any of the functions or usages of MasterCard SecureCode.

20 Default

20.1 The account holder is in default if:

- (a) the account holder or a cardholder does not comply with any terms relating to the credit card contract, or
- (b) we have reasonable grounds to believe we were induced by fraud by you to enter into the credit card contract.

20.2 If the account holder is in default then:

- (a) we may cancel the card account and all cards without further notice; and
- (b) exercise our rights at law; and
- (c) the account holder must pay us the outstanding balance of the card account together with any enforcement expenses we have reasonably incurred immediately upon our request.

21 Anti-Money Laundering

21.1 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:

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

22 Privacy

22.1 The privacy of personal information is important to us. We observe the National Privacy Principles and the Privacy Act.

22.2 Your personal information may be shared between and used by us and our subsidiaries and associated companies for the purpose of assessing the card account application, establishing and administering the account, issuing a card to you (if applicable), establishing and administering MasterCard SecureCode and your registration with MasterCard SecureCode and for related purposes including:

- (a) verifying your identity;
- (b) account holder personal information for consideration of any other application made by the account holder to us for financial products or services;
- (c) customer relations including management of our relationship with you and market or customer satisfaction research and product development;

- (d) compliance with legislative and regulatory requirements (including without limitation the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth));
- (e) compliance with payment systems requirements;
- (f) our internal operations including record keeping and risk management and for credit scoring and portfolio analysis; and
- (g) 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).

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

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

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

Privacy Officer
ME Bank
GPO Box 1345
Melbourne VIC 3001

We, our subsidiaries and associated companies may use your personal information collected in relation to the card 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.

23 Resolving disputes

- (a) If you have a complaint or believe an error or unauthorised transaction has been made on your card account, you must tell us immediately.
- (b) It is essential that you give us all the information you have to help us to resolve your concerns. If we can not resolve your concern immediately, we will require you to put your complaint in writing and send it to:

Card Services
ME Bank
Reply Paid 1345
Melbourne VIC 8060

- (c) Where your complaint relates to a disputed transaction, you must notify us of the dispute before the due date for payment stated in the statement in which the transaction first appears.
- (d) 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.
- (e) 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 and your right to have the matter reviewed by the Financial Ombudsman Service;
 - provide you with monthly updates on the progress of the investigation; and
 - inform you of a date when a decision can be reasonably expected.
- (f) 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, unless the complaint has been completely resolved in your favour, what further complaint resolution options exist.
- (g) Where our investigation shows that your card account has been incorrectly debited or credited, we will promptly adjust your card account (including adjustments for interest and charges) and tell you in writing of the amount which has been debited or credited to your account as a result.
- (h) Where our investigation shows that your card 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.
- (i) At any point during this process, you may request that Card Services escalate the matter to our Customer Relations department. You may do this by:

- phone – contact the consultant who assisted with your dispute so far and ask that the matter be referred to Customer Relations;
- secure email – via our Internet Banking Service, addressing the email to ‘Customer Relations Manager’; or
- mail:
Customer Relations Manager
ME Bank
Reply Paid 1345
Melbourne VIC 8060

(j) If you are still not satisfied after the completion of the investigation, you may wish to contact the Financial Ombudsman Service.

24 Certificates

If we give you a certificate which states any amount owing on the card account, or any other matter related to the card account, that certificate will be sufficient evidence of the amount or the matter unless you prove it to be incorrect.

25 Waiver

If we fail to exercise, or delay in exercising, any of our rights under these conditions, that failure or delay does not constitute a waiver of our rights.

26 Assignment

26.1 You may not assign your rights or responsibilities under this credit card contract to another person.

26.2 We may assign this credit card contract or dispose of any right or all of our rights under it at any time and in any way. We need not tell you if we do this.

27 Account combination

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

PART B – TERMS OF USE OF THE SERVICES

1 Accessing Internet Banking, Phone Banking and the Telephone Service

1.1 In order to access the card account using Internet Banking or Phone Banking, you must have a customer ID and an access code. You must also have a valid password to use the Telephone Service. You should contact us by telephone after the card account is opened so we can provide you with a unique customer ID and a temporary access code. The first time that a cardholder accesses the card account, they will be required to select a personalised access code to replace the temporary access code.

1.2 If we agree to provide you access to:

- (a) Internet Banking or Phone Banking, we will supply you with a customer ID and an access code. The first time that you use Internet Banking and Phone Banking, you will be required to select a personalised access code to use. After you have selected your new access code, you will only be able to access that service by providing your customer ID and that access code;
- (b) the Telephone Service, you will be required to select a personalised password. Your password must be between 5 and 9 characters long and must be letters, numbers or a combination of letters and numbers.

1.3 You should not select an access code or password that is easily recognisable, or which represents something of significance to you (e.g. your birth date or the birth date of a family member).

1.4 You can only access Internet Banking if your web browser can support a 128 BIT SSL (Secure Socket Layer) session. You can download free web browsers that support 128 BIT SSL by using the links on mebank.com.au.

1.5 We use measures we consider reasonable to ensure the security of Internet Banking. However, we cannot guarantee that any data transmission over the Internet is totally secure. You are responsible for your own computer virus protection and security measures to help prevent unauthorised access to the card account.

2 Accessing an approved terminal

2.1 You agree that any person who uses your card and PIN at an approved terminal will be allowed access to that service, and to any account that can be accessed by that service.

2.2 Your card will be disabled when the incorrect PIN is entered on 3 successive occasions. The card may be reactivated by contacting us.

3 Acting on your instructions

Account holder authorisation

3.1 The account holder authorises us to carry out (without further inquiry) any instructions provided to us using the services where:

- (a) a valid access code and customer ID,
- (b) a valid security code or card and PIN, or
- (c) required MasterCard SecureCode information is provided to us and authenticated, as applicable.

When we will act on your instructions

3.2 We will treat instructions from you to make a withdrawal from or a deposit to the card account as valid and, subject to these terms, process your instructions. It is your responsibility to ensure that the instructions you give us are correct. We do not confirm or check any of the information provided by you. We are not liable to you if, as a result of you providing us with incorrect instructions, the incorrect amount is paid, the incorrect person or account is paid or payment is not made at all.

When we will not act on your instructions

3.3 We are not obliged to process any of your instructions in relation to the card account (including making a BPAY using the services) if:

- (a) it is not permitted by these terms;
- (b) your instructions are incomplete or are not permitted by these Terms;
- (c) you do not have sufficient cleared funds in the card account;
- (d) your access to the relevant service has been suspended or terminated when the transaction is to be processed;
- (e) there is a technical failure which prevents us from processing those instructions; or
- (f) we are not permitted to process your instructions or otherwise allow it to occur, under any law, regulation, governmental direction (including any requirements of the Reserve Bank of Australia or the Australian Prudential Regulation Authority), court order or industry code to which we subscribe.

4 MasterCard SecureCode

4.1 When MasterCard SecureCode is available, you will be able to use your card for online purchases at merchants participating in MasterCard SecureCode only if you are registered for, and continue to have access to, MasterCard

SecureCode. You can register via our website or during a transaction at a participating merchant.

You may see the MasterCard SecureCode logo on participating merchants' internet sites.

5 Making a BPAY using the services

BPAY

5.1 We are a member of the BPAY Scheme. We will tell the account holder if we are no longer a member of the BPAY Scheme. For the purposes of the BPAY Scheme, we may also be a biller.

Giving us your instructions

5.2 When you tell us to make a BPAY you must give us the following information:

- (a) details of the card account to be debited;
- (b) the amount of the BPAY;
- (c) the date of the BPAY;
- (d) the biller code; and
- (e) the customer reference number applicable to that BPAY.

We will then consider your instructions valid and debit the card account in accordance with those instructions and these Terms. You acknowledge that we are not obliged to effect a BPAY if you do not give us all of the above information or if any of the information given is inaccurate.

5.3 Once you have instructed us to make a BPAY, you cannot cancel or change that instruction, except for future dated BPAY instructions made using Internet Banking. If you want to change your future dated BPAY instruction, you must cancel your existing BPAY instruction and establish a new one. This must be completed no later than the banking business day before your BPAY is due to be made.

When we will process your BPAY

5.4 Where you have told us to make a BPAY, that payment will generally be processed by us:

- (a) on the date you tell us to make the payment, if you tell us before 5pm (Melbourne time) on a banking business day; or
- (b) on the next banking business day, if you tell us to make the BPAY on a day that is not a banking business day or after 5pm (Melbourne time) on a banking business day.

5.5 A delay may occur in the processing of your BPAY where:

- (a) there is a public or bank holiday on the day after you tell us to make the BPAY;

- (b) you tell us to make the BPAY on either a day that is not a banking business day or after 5pm Melbourne time on a banking business day; or
- (c) another participant in the BPAY Scheme (such as a biller or another financial institution) does not process a payment as soon as they receive details of it or comply with its obligations under the BPAY Scheme. Whilst it is expected that any such delay in processing will not continue for more than one banking business day, it may continue for a longer period. We will try to ensure that your BPAY is processed promptly by participants in the BPAY Scheme.

Transaction type

- 5.6 When you use your credit card account to pay a bill through the BPAY Scheme, we treat that payment as a credit card purchase transaction.

What happens if a biller cannot process your BPAY

- 5.7 If we are advised that your BPAY cannot be processed by a biller, we will advise you of this, credit your account for the amount of the BPAY and take all reasonable steps to assist you in making the BPAY as quickly as possible.

Recurring payment instructions

- 5.8 You may give instructions using Internet Banking for a BPAY from the card account to be made on more than one date (that is instructions to be made on a recurring basis).

6 BPAY View

Registration for BPAY View

- 6.1 You need to register in order to use BPAY View. You can register for BPAY View via Internet Banking. BPAY View allows you to receive your bills electronically and pay them at the same time using BPAY.

- 6.2 If you register for BPAY View you:

- (a) agree to our disclosing to billers nominated by you:
 - (i) such as your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
 - (ii) that an event in clause 6.3 (b), (c), (d), (e) or (f) has occurred;
- (b) agree to us or a biller (as appropriate) collecting data about whether you access your emails, our website and any link to a bill or statement;

- (c) state that, where you register to receive a bill or statement electronically through BPAY View, you are entitled to receive that bill or statement from the applicable biller;
- (d) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a biller to give you bills and statements. For the purposes of this condition we are the agent for each biller nominated by you under paragraph (a) above.

Paper bills and statements

- 6.3 You may receive paper bills and statements from a biller instead of electronic bills and statements:

- (a) at your request to a biller (a fee may be charged by the applicable biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- (b) if you or a biller de-register from BPAY View;
- (c) where notification of a bill is provided to you by email, if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- (d) where notification of a bill is provided to you by email, if your email address is incorrect or cannot be found and your email is returned to us undelivered;
- (e) if we are aware that you are unable to access your email or our website or a link to a bill or statement for any reason;
- (f) if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for an extended period.

When you receive electronic bills or statements

- 6.4 You agree that when using BPAY View:

- (a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
 - (i) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
 - (ii) at the email address nominated by you;
- (b) if you receive notification on our website without an email then that bill or statement is received by you:
 - (i) when a notification is posted on our website, whether or not you choose to access our website; and
 - (ii) at our website;

(c) bills and statements delivered to you remain accessible through our website for the period determined by the biller up to a maximum of 24 months, after which they will be deleted, whether paid or not;

(d) you will contact the biller direct if you have any queries in relation to bills or statements.

Your responsibility to check our website and your email

6.5

You must:

- (a) check our website and your emails at least weekly;
- (b) tell us if your contact details (including email address) change;
- (c) tell us if you are unable to access our website or your email or a link to a bill or statement for any reason; and
- (d) ensure your mailbox can receive email notifications (e.g. it has sufficient storage space available).

BPAY View billing errors

6.6

A BPAY View billing error means any of the following:

- (a) failure to give you a bill (other than because you failed to view an available bill);
- (b) failure to give you a bill on time (other than because you failed to view an available bill on time);
- (c) giving a bill to the wrong person;
- (d) giving a bill with incorrect details; or
- (e) giving you a bill after you have unsuccessfully attempted to de-register from using BPAY View.

If a BPAY View billing error occurs

6.7

You agree that if a BPAY View billing error occurs:

- (a) you must immediately upon becoming aware of the error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable biller and obtaining a correct copy of the bill; and
- (b) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable biller due to any consequential late payment and as a result of the billing error.

When you are responsible for a BPAY View billing error

6.8

You agree that for the purposes of this condition you are responsible for a billing error if the billing error occurs as

a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

7

Your obligations

You are responsible for your own equipment

7.1

To the extent permitted by these Terms, we are not responsible for the provision, repairs, or any fees, costs, or charges whatsoever relating to equipment required to enable, facilitate or assist access to any service or any use of that equipment.

Giving us accurate instructions

7.2

It is your responsibility to ensure that your instructions, including the amount you wish to pay, and the details of the card account from which, and the card account or biller to which, a payment is to be made are correct. If you give us incorrect instructions, your payment may be paid to the wrong biller or account, the wrong amount may be paid, the wrong account may be debited or the payment may not be made at all.

Transaction errors

7.3

Account information provided using the services will generally reflect the position of the card account at that time. Please note that it will not reflect transactions that have either not been received by us or have not been processed at the time of the enquiry.

7.4

You should tell us immediately if:

- (a) you did not authorise a transaction that has been made on your account (clause 10.3 has more information on unauthorised BPAY);
- (b) you become aware of any delays in processing your instructions;
- (c) you think that you have been fraudulently induced to make a BPAY; or
- (d) you think that you may have made a mistake when instructing us to make a BPAY using a service (except where you make an underpayment) or if some other mistake has been made in processing your instructions.

7.5

The longer the delay between when you tell us of the error and the date of your BPAY payment, the more difficult it may be to perform the error correction. For example, we or the applicable biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the biller to correct the error.

7.6 If you have made an underpayment, you can make another BPAY for the amount of that underpayment. Otherwise, we will attempt to remedy any such errors or problems in accordance with these terms.

7.7 If you tell us that a BPAY made from the card account was not authorised by you, we are not obliged to investigate or rectify the BPAY unless you give us the account holder's written consent, addressed to the biller who received the BPAY, consenting to us obtaining information from the biller about the card account with that biller or the BPAY (including the customer reference number and such other information we reasonably require to investigate the BPAY).

Your obligation to keep your codes secret

7.8 Your codes are unique to you. The account holder agrees to ensure that all codes are kept confidential and to obtain the agreement of each cardholder to keep their codes confidential and to not tell, show or disclose them to anyone (other than us or to transact with merchants participating in MasterCard SecureCode). To help you keep your codes confidential, we issue security guidelines from time to time. These are available on our website or by calling us.

If your codes are compromised

7.9 If you know or suspect that:

- (a) any of your codes have become known to someone else;
- (b) any of your codes are lost or stolen; or
- (c) the services have been used in a way not authorised by you, you must tell us immediately by writing to us or contacting us on 1300 658 108 Monday to Friday 9am to 5pm (Melbourne time). We will give you a notification number (or other form of acknowledgment) which you should write down and keep as evidence of the date and time of your report. Once we are notified that the confidentiality of your code(s) has been compromised we will cancel the compromised code(s) and issue replacement code(s) (which can be used to select a new personalised code).

Additional things you must not do

7.10 You agree not to:

- (a) permit any other person to use your codes to access a service;
- (b) use the services for any activities which may breach any laws, infringe a third party's rights, or breach any standards or codes released by any relevant authority;

- (c) use the services in a way which interferes with its legitimate use by others or defames, harasses, menaces, restricts or inhibits any other user or person; or
- (d) use Internet Banking to send unsolicited or unwelcome electronic mail messages to anyone.

8 No liability and indemnity

No liability

8.1 Please bear in mind that the services may be temporarily unavailable, or fail to function in a normal or satisfactory manner, from time to time. We do not represent or guarantee that access to the services will be uninterrupted. The account holder acknowledges that the services may be affected by a technical failure.

8.2 Except as provided in any law which cannot lawfully be excluded or modified by agreement and in clause 8.3, the account holder acknowledges and agrees 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 customer ID and access code or security code, MasterCard SecureCode information, 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 card account (other than fraudulent acts or conduct on the part of our employees or agents); or
- (e) any other act, omission, matter or thing whatsoever, whether negligent or not.

The account holder

8.3 The account holder is not liable for transactions on the card account which are initiated using any codes relating to the card account after the time we give you a notification number (or other acknowledgment of receipt) either:

- (a) in response to a letter directed to the address in clause 14.10 of Part A of these Terms; or

(b) when you call us on 1300 658 108 Monday to Friday 9am to 5pm (Melbourne time) to notify us that those codes have become lost, stolen, or are known by someone else.

Indemnity

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

- (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 customer ID and access code or security code, MasterCard SecureCode information, or other authorisation;
- (b) any action, demand, proceeding or claim made by any person (including if the funds in the card account are held on trust, any beneficiary of the trust) relating to:
 - (i) any transaction carried out in relation to the card account (whether or not the transaction was authorised by you and whether or not the person giving the instruction to conduct the transaction has had his or her appointment as a cardholder cancelled or suspended);
 - (ii) the account holder's power or purported power to open and operate the card account;
 - (iii) any representation or warranty made by the account holder in the application for the card account or within these Terms being false, misleading or inaccurate; and
 - (iv) any fraudulent act or conduct (other than fraudulent acts or conduct on the part of our employees or agents) in connection with the card account.

9 Suspension or termination of the services

Suspension or termination by account holder

9.1 The account holder may cancel access to the services of any cardholder by providing written notice to us in accordance with these Terms.

Suspension or termination by us

9.2 We may (in our absolute discretion) suspend or terminate all or any of the account holder's or cardholder's rights to access a service, or suspend transactions on the card account through a service or the BPAY Scheme at any time and without notice. We will only do this:

- (a) if we suspect that you, or someone acting on your behalf, is being fraudulent;
- (b) if a service is being misused or used inappropriately by you;
- (c) if we believe any codes in relation to the card account or a card are being misused or are likely to be misused;
- (d) for reasons of security or quality of a service;
- (e) to prevent loss to the account holder or us;
- (f) if we believe you gave us false or misleading information to open the card account, to gain access to the services or to link the card account to the services;
- (g) if any other account with us held by the account holder is in default;
- (h) if we believe that the card account has been operated in breach of these Terms;
- (i) if we believe that the card account or your right to access a service is being used to further a crime;
- (j) if we become aware of any dispute between any of the account holder, the principal, a cardholder or any other person or any other dispute which we consider to affect the card account in any way; or
- (k) if the card account is closed, or if access to the card account or any facility made available under this agreement is restricted, terminated or suspended.

9.3 The account holder must ensure that the person or persons affected by the cancellation or suspension immediately cease to use the services. Any standing instruction or other instructions given to us by that person or those persons (such as future-dated payments) will be processed unless those instructions are cancelled by the account holder in accordance with these Terms.

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

10 Liability under the BPAY Scheme

When this condition applies

10.1 This condition applies where you have used a service to make a BPAY. This condition does not apply to the extent that it is inconsistent with, or contrary to, any applicable law or code of practice that we subscribe to. If those laws or that code would make all or part of this condition illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this condition is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

- Our liability
- 10.2 We will not be liable for your use of the BPAY Scheme except as set out in these Terms.
- Unauthorised payments
- 10.3 If a BPAY is made in accordance with instructions that appeared to us to be from you, or given on your behalf but for which you did not give authority, we will credit your account with the amount of that BPAY. However, you must pay us the amount of that unauthorised BPAY if:
- (a) we cannot recover that amount from the person who received it within 20 banking business days of us trying to do so; and
 - (b) the BPAY was made as a result of instructions that did not comply with our prescribed security procedures (for example, our security procedures in relation to access codes).
- Payments induced by fraud
- 10.4 This clause 10.4 does not apply where clause 10.3 applies to your BPAY. If a BPAY is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the BPAY. However, if that person does not refund you the amount of the BPAY, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the BPAY.
- Mistaken payments
- 10.5 This clause 10.5 does not apply where clause 10.3 or 10.4 apply to your BPAY. If a BPAY is made to a person or for an amount which is not in accordance with your instructions (if any), and your account was debited for the amount of that BPAY, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that BPAY, and we cannot recover the amount of the BPAY from the person who received it within 20 banking business days of trying to do so, you must pay us that amount. You acknowledge that receipt by a biller of a mistaken or erroneous payment does not or will not constitute part or whole satisfaction of any underlying debt between you and that biller.
- No refund or chargeback rights
- 10.6 Except as set out in clause 5.3, 10.3, 10.4 and 10.5, a BPAY is irrevocable. Even where your BPAY payment was made from your card account, no refunds or 'chargeback' rights are available under the BPAY Scheme.

- You indemnify us
- 10.7 You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:
- (a) did not observe any of your obligations under these terms; or
 - (b) acted negligently or fraudulently in connection with these terms.
- Consequential damages
- 10.8 We are not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.
- 11 Privacy and the BPAY Scheme
- 11.1 In addition to clause 6.2, if you register to use the BPAY Scheme, you agree to us disclosing to billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) and any agent appointed by it from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:
- (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for, or use of, the BPAY Scheme; and
 - (b) such of your transactional information as is necessary to process your BPAY and your use of BPAY View. Your BPAY information will be disclosed by BPAY Pty Ltd, through its agent, to the biller's financial institution and your information necessary to process your use of BPAY View will be disclosed by BPAY Pty Ltd, through its agent, to the biller; and
 - (c) that an event in clause 6.3 (b), (c), (d), (e) or (f) has occurred.
- 11.2 You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information referred to in clause 11.1 to all other participants in the BPAY Scheme, as necessary.
- 11.3 You can request access to your information held by us in accordance with the ME Bank Privacy Policy, or held by BPAY Pty Ltd or its agent, Cardlink Services Limited. Their contact details are:

Mail:

PO Box 3545

Rhodes NSW 2138

Phone: (02) 9646 9222

- 11.4 If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY or for you to use BPAY View.
- 11.5 You agree that we may also, from time to time, disclose to other persons information about the use of your card where that disclosure is necessary for the administration and security of our system or the account.

For more information please call
1300 658 108 or visit
mebank.com.au

For 24 hour lost or stolen card or
divulged PIN please call **1300 658 108**



Addendum to ME Bank Business MasterCard Terms and Conditions

Effective 03 July 2011 the following changes are applicable:

Part A General Terms and Conditions

1. The Members Equity Bank Business MasterCard Terms and Conditions are renamed the **'ME Bank Business MasterCard Terms and Conditions'**.
2. All references to 'Members Equity Bank' are replaced with 'ME Bank'.

Clause 2 Meaning and interpretation of words

3. The following definition is inserted after the definition of 'accountholder':

'address' means the mailing address, facsimile number or e-mail address of the accountholder.

4. The definition of 'code' is deleted and replaced with the following:

'code' means the data or information you must provide to us or through a service in order to access the card account or otherwise use a service and includes any access code, customer ID, security code, SMS authentication code, PIN or password.

5. The following definitions are inserted after the definition of 'merchant':

'mobile friendly site' means the version of Internet Banking that is specially designed for use on your mobile phone or other mobile device.

'paying an untrusted biller' means make a BPAY using Internet Banking to a biller which you have not previously made a BPAY to using Internet Banking.

'personal details' means the personal details for each principal or cardholder associated with the card account and includes their name, residential address, e-mail address, mobile phone number and work phone number.

6. The following definitions are inserted after the definition of 'service':

'SMS' means short message service.

'SMS authentication code' means the randomly generated 6 digit numeric code that we provide to you to facilitate SMS two factor authentication.

'SMS two factor authentication' is where you are required to enter an SMS authentication code when using Internet Banking in order to complete the transactions specified in clause 1.9 of Part B of these Terms. Entering the SMS authentication code is in addition to the customer ID and access code you are required to enter to access Internet Banking.

Clause 7 Transacting on the card account using the services

7. Clauses 7.12 and 7.13 are deleted and replaced with the following:

'Internet Banking

7.12 *The principal may use Internet Banking to:*

- (a) *view the current balance of the card account;*
- (b) *view the current balance on each cardholder's card;*
- (c) *view the transaction history of each cardholder;*
- (d) *use BPAY View to receive bills electronically;*
- (e) *pay a bill with their card by making a BPAY payment;*
- (f) *nominate for the accountholder to receive electronic statements, notices and other written material on the card account*;*
- (g) *view or update their personal details; and*
- (h) *send secure e-mails to us.*

**When functionality is available.*

- 7.13 Each cardholder may use Internet Banking to:
- (a) view the current balance on their card;
 - (b) view their transaction history;
 - (c) use BPAY View to receive bill electronically;
 - (d) pay a bill by making a BPAY payment; and
 - (e) view or update their personal details.'

Clause 14 Changes

8. Clause 14.4 is deleted and replaced with the following:

'14.4 The accountholder or the principal must inform us as soon as possible of any changes in the accountholder's name or address. The principal and any cardholder must inform us as soon as possible of any changes to their personal details.'

9. Clauses 14.7 to 14.9 are deleted and replaced with the following:

'14.7 Subject to clause 14.8, we may deliver statements, notices and other written material in connection with the account (collectively referred to as 'account communications') to the accountholder at any address you provide to us in the application form or in any subsequent notice sent to us. We may deliver written account communications in any other way permitted by law.

14.8 When nomination for electronic account communications is made available in Internet Banking, the principal may specifically nominate for the accountholder to receive account communications by electronic communication. If the principal nominates to receive electronic account communications:

- (a) we will no longer provide the accountholder with paper statements;*
- (b) we will try to send the accountholder notices and other written material on the card account by electronic communication but we may still send some notices and other written material to the accountholder's mailing address.*

The principal can only make a nomination in accordance with this clause if we have been provided with an e-mail address for the accountholder.

14.9 The principal can cancel a nomination made in accordance with clause 14.8. If this occurs, account communications will be provided to the accountholder in accordance with clause 14.7.'

10. The following new clauses 14.10 to 14.13 are inserted:

'14.10 Electronic account communications can be provided to the accountholder by:

- (a) e-mail to the accountholder's e-mail address;*
- (b) facsimile to the accountholder's facsimile number; or*
- (c) making them available for viewing in Internet Banking or from our website. We will send an e-mail to the accountholder's e-mail address to notify you when an account communication is available for viewing in Internet Banking or from our website.*

14.11 Even if the principal has nominated for the accountholder to receive electronic account communications we may send account communications to the accountholder's mailing address where we are:

- (a) required to by law; or*
- (b) unable to send the account communication electronically for any reason.*

14.12 Subject to any law that provides otherwise, you will be taken to have received an account communication under this agreement:

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

14.13 *If you close the card account, we will send the last statement and any other account communication to the accountholder's mailing address.*

11. Existing clause 14.10 is renumbered 14.14. As a result, the reference to clause '14.10' in clause 7.3(a) of the Part B Terms of use of the services is renumbered '14.14'.

Clause 15 Statements and correspondence to principal

12. Clause 15.1 is deleted and replaced with the following:

'15.1 Where these Terms state that we will send statements or notices to the accountholder, we will do so by sending these documents marked to the attention of the principal.'

Part B – Terms of use of the services

Clause 1 Accessing Internet Banking, Phone Banking and the Telephone Service

13. The following new clauses 1.6 to 1.9 are inserted:

'Accessing Internet Banking on the mobile friendly site

1.6 *When the mobile friendly site is available:*

- (a) *you may be automatically directed to the mobile friendly site if you seek to access Internet Banking from your mobile phone or other mobile device; and*
- (b) *the only Internet Banking site you may be able to access through your mobile phone or other mobile device may be the mobile friendly site.*

1.7 *In order to access Internet Banking on the mobile friendly site you must be registered for Internet Banking and have a customer ID and access code.*

1.8 *When you access Internet Banking on the mobile friendly site you will access a version of Internet Banking that has been specially modified for use on your mobile phone. Not all of the functionality available in Internet Banking is available when you access Internet Banking on the mobile friendly site. The following functions are not available on the mobile friendly site:*

- (a) *paying an untrusted biller;*
- (b) *nominating for the accountholder to receive electronic statements, notices and other written material in connection with the card account;*
- (c) *sending secure emails to us; and*
- (d) *viewing or updating your personal details.*

1.9 *You will be responsible for any charges imposed by your telecommunications provider for accessing Internet Banking on your mobile phone or other mobile device.'*

14. The following new clauses 1.10 to 1.14 are inserted:

'SMS two factor authentication

1.10 *When SMS two factor authentication is available you will be required to enter an SMS authentication code in order to complete the following transactions in Internet Banking:*

- (a) *paying an untrusted biller; or*
- (b) *viewing or updating your personal details.*

1.11 *We will send you the SMS authentication code via SMS to the mobile phone number that you have most recently provided to us and you will need to enter the SMS authentication code where required in order for you to complete the transaction in Internet Banking.*

1.12 *If you have not provided us with a mobile phone number or do not have a mobile phone number you will need to call us on 1300 658 108 to get the SMS authentication code in order for you to proceed with the applicable transaction in Internet Banking.*

1.13 *If you change your mobile phone number you must tell us immediately.*

1.14 *To ensure that any SMS authentication codes that we send you are kept secret we recommend that you provide us with a mobile phone number that is only used by you.'*