



myBOQ™ Deposit Accounts general terms and conditions

BOQ Future Saver™

BOQ Smart Saver™

BOQ Simple Saver™

BOQ Everyday Account

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1. Welcome to BOQ (Introduction)

1.1 Welcome to BOQ

Thank you for choosing BOQ. The terms that govern the way you bank with us are set out in this booklet, the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges, PayID Terms and Conditions, Digital Wallet Terms and Conditions, and myBOQ app Terms of Use (if applicable). Together, those documents comprise the complete terms and conditions for the Banking Services that we provide to you.

We encourage you to take time to read this booklet and the other material provided to you. It has been produced to help you choose the right Banking Services for your needs. Please contact us if you want more information regarding the Banking Services we offer.

1.2 How does this document affect you?

You receive and agree to these terms and conditions on your own behalf and as agent for anyone operating on your Account. You must pass on these terms and conditions to each of those persons.

1.3 Need to know more?

You can contact us at any time if you would like any further information, or a copy of the current myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges, PayID Terms and Conditions, Digital Wallet Terms and Conditions, myBOQ app Terms of Use(if applicable) by:

- live chat through the myBOQ app;
- calling our Customer Contact Centre on **1300 55 72 72**;
- visiting our website at boq.com.au;
- writing to us at GPO Box 898, Brisbane QLD 4001; or
- visiting your local branch.

The additional booklets are:

Booklet	What it covers
myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges	Explains all the fees and charges, transaction limits and the interest rate charges associated with your Account
PayID Terms and Conditions	Explains how to create and use PayID for your Account
Digital Wallet Terms and Conditions	Terms and conditions that cover the use of Apple Pay, Google Pay, Samsung Pay and other digital wallets
myBOQ Mobile app Terms of Use	Sets out the terms for using the myBOQ app
Privacy Notice and Consent Policy	Explains your privacy rights, how we collect, use, disclose, hold and generally, how we handle your personal information
Electronic Identity Verification Disclosure	Explains how we will verify your identity using Government or proprietary databases and other relevant information

These booklets are available for download through the myBOQ app or online at boq.com.au.

1. Welcome to BOQ (Introduction) (continued)

1.4 Overview of Accounts

Here's a summary of key features of our products.

	Future Saver Account	Smart Saver Account	Simple Saver Account	Everyday Account
Description	Bonus savings account for customers up to 35 years old, that may come with your Everyday Account. You are required to have an Everyday Account to hold a Future Saver Account	Bonus savings account for customers who are 36 years old or older, that may come with your Everyday Account. You are required to have an Everyday Account to hold a Smart Saver Account	Standalone savings account	Fully featured transaction account with a linked physical / digital Card(s)
Monthly Fees	No ongoing monthly fees, all other fees can be found in the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges which is available at boq.com.au or available via the myBOQ app			
Interest Rates	All Interest rates and conditions are set out in the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges which is available at boq.com.au or available via the myBOQ app			
Bonus Interest Rates	<p>If you hold a Future Saver Account and are between 14 and 17 years of age your Bonus Interest Rate will apply to your Accounts.</p> <p>Once you are over the age of 18 any Bonus Interest Rate applicable to your Future Saver Account or Smart Saver Account will only apply:</p> <ul style="list-style-type: none"> during the Qualifying Period; following the Qualifying Period, for each calendar month whenever a minimum of \$1,000 is deposited into your linked Everyday Account in the previous calendar month from an External Account and five or more direct debit transactions, BPAY payments, ATM withdrawals using your Card or purchases from a merchant using your Card are made from your linked Everyday Account in the previous calendar month (Transactions that are pending do not count as a transaction for the previous calendar month and will be counted in the following calendar month). Your linked Everyday Account must be in the same name (sole name account) or names (joint name accounts) as your Future Saver or Smart Saver Account; and to the combined balance of your Accounts up to a maximum combined Account balance of \$250,000. The Bonus Interest Rate is not applied to any proportion of the combined Account balance that is in excess of \$250,000 Bonus Interest Rate cap. 			
Deposits	You can transfer funds into your Account from another bank or financial institution using your Account number and BSB or PayID. You can also deposit cash or cheques at a BOQ Branch or at any Bank@Post™ outlet Applicable fees can be found in the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges which is available at boq.com.au or available via the myBOQ app.			

1. Welcome to BOQ (Introduction) (continued)

Withdrawals	Internal Transfers	Internal Transfers	Internal Transfers and external transfers 'Pay Someone' using that person's account number and BSB or PayID. Transfers to a BOQ Account not accessible on the myBOQ app could take up to 24 hours to arrive as these transfers will be made as an external transfer.	Internal Transfers and external transfers 'Pay Someone' using that person's account number and BSB or PayID. Transfers to a BOQ Account not accessible on the myBOQ app could take up to 24 hours to arrive as these transfers will be made as an external transfer. Use of your Card, including establishing Recurring Payment Request Direct Debit Requests BPAY Payments
ATM Access	No	No	No	Yes

2. Meaning of words in this booklet

Access Code means the password you use to access the myBOQ app.

Account means a Future Saver Account, Smart Saver Account, Simple Saver Account or Everyday Account described in the 'Welcome to BOQ (Introduction)'. These Accounts are issued by Bank of Queensland Limited (BOQ) ABN 32 009 656 740 AFSL 244616.

Account holder means an individual that holds an Account in their own or joint names.

Account Limit has the meaning given to that term in section 3.2.

ATM means an automated teller machine.

Attorney means a person who is able to act on your behalf in respect to financial matters and who has been authorised by a power of attorney or guardianship or by administration order issued by a court or tribunal.

Bank@Post™ means any Australia Post outlet displaying the **Bank@Post™** Agency Banking symbol.

Banking Code of Practice (BCOP) means the 'Banking Code of Practice' published by the Australian Bankers' Association and adopted by BOQ.

BECS means the Bulk Electronic Clearing System administered by Australian Payments Network Limited.

Banking Services means those accounts and payment services described in this document.

Biller has the meaning given in section 7.2.

2. Meaning of words in this booklet (continued)

Billers Code means the code used in BPAY to identify a Merchant.

Bonus Interest Rate means the rate identified as the bonus interest rate applicable to your relevant Account in the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges. The Bonus Interest Rate may differ based on the balance of your Account.

BOQ, we, our and us means Bank of Queensland Limited ABN 32 009 656 740 AFSL 244616, its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority.

BOQ Branch means a branch operated by Bank of Queensland Limited ABN 32 009 656 740 AFSL 244616.

BOQ Account means an account held with BOQ which is not accessible on the myBOQ app.

BPAY means an electronic scheme through which you can ask us to make BPAY® payments on your behalf to billers who allow you to make payments to them through BPAY. BPAY is a registered trademark of BPAY Pty Ltd ABN 69 079 137 518.

BPAY Payment means any payment made through the BPAY Scheme.

BPAY Payment Cut-Off Time means the cutoff time for processing BPAY Payments which is 4:30 pm A.E.S.T (Brisbane time).

BSB means a code which defines the bank and branch at which an account is held.

Business day means any day other than a Saturday, Sunday or national public holiday.

Card means the Visa debit card that is linked to an Everyday Account and includes a digital card or other representation that enables a transaction to be processed using the Card number or the Card's other properties.

Confirmation of Payee service means the Confirmation of Payee service banking industry initiative that enables payers making payments using a BSB and account number to confirm the account name associated with the account.

Customer Reference Number (CRN) means the number used by a Merchant to identify you for the purposes of enabling you to make a BPAY Payment.

Device means a device we give to you that you can use to perform a transaction such as your Card.

Digital Card means a card that can only be used in your Digital Wallet.

Digital Wallet Services has the meaning given in the Digital Wallet Terms and Conditions.

Direct Debit Request means an authority provided by you to a Merchant to enable the Merchant to receive payments by debiting your Account via BECS.

EFTPOS means electronic funds transfer (EFT) at the point of sale - a network for facilitating EFT transactions at point of sale administered by eftpos Payments Australia Ltd.

ePayments Code means the ePayments Code published by the Australian Securities and Investments Commission.

Eligible Device has the meaning given in the Digital Wallet Terms and Conditions.

Electronic Access Method means a method that you use to instruct us to debit or credit an Account through the use of electronic equipment and which requires the use of a Card, Passcode, Identifier, or combination of these. It does not include a method that requires a voucher, receipt or other document to be signed.

2. Meaning of words in this booklet (continued)

External Account means:

- an account issued by any financial institution other than BOQ;
- an account issued by BOQ as a 'Virgin Money' account, 'ME Bank' account, or 'BOQ Specialist' account; and
- a BOQ Account that is not accessible by using the myBOQ app.

Financial Claims Scheme means the Australian Government scheme that provides protection for depositors of banks, credit unions and building societies that are incorporated in Australia.

Foreign Tax Residency Status means your status as a resident of a foreign country for tax purposes.

Identifier means information that you must provide to perform a transaction but are not required to keep secret (such as a BSB or Card number).

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

Internal Transfer means a transfer from one Account to another Account. It does not include transfers to accounts not available on the myBOQ app.

Joint Account means an account that is held in more than one name.

Merchant means a provider of goods or services which allows payment through an electronic means.

Mistaken Payment means a payment by a 'user' through a 'pay anyone banking facility' where funds are paid into the account of an unintended recipient because the payer enters or selects an incorrect BSB or account number/Identifier that does not belong to the named and/ or intended recipient as a result of the payer's error or the payer being advised of the wrong BSB or account number/Identifier. This does not include BPAY payments. In this definition 'user' and 'pay anyone banking facility' have the meaning provided by the ePayments Code.

myBOQ app means the myBOQ app which is available on the Apple App Store and the Google Play Store.

NPP means the New Payments Platform and is a service that allows for transfers to occur in near real time.

OSKO means a payment service called OSKO provided by BPAY Pty Ltd. OSKO is a trademark of BPAY Pty Ltd ABN 69 079 137 518.

Overdrawn means when your Account has a balance below zero.

Passcode means a password or code that you must keep secret that may be required to authenticate a transaction for you. A pass code includes your Access Code, PIN, and any code we provide to you by SMS, email or in a mobile application for authentication purposes.

PayID is a unique identifier used for receiving NPP and OSKO Payments by linking a bank account to a phone number, email address, Australian Business Numbers (ABN) or other approved organisational identifiers. PayID is a trademark of NPP Australia Limited.

PIN means a secret personal identification number used to authorise a Card transaction.

POS Terminal means a point of sale device, including EFTPOS terminals, through which an electronic transaction can be effected using your Card.

Privacy Act means Privacy Act 1988 (Cth).

Privacy Policy means the BOQ privacy policy published on the BOQ website at boq.com.au.

Qualifying Period means the first full calendar month after you open your first Everyday Account plus any partial calendar month in which the Everyday Account was established.

2. Meaning of words in this booklet (continued)

Recurring Payment Request means an authority provided by you to a Merchant to enable the Merchant to receive payments by debiting your Account via your Card.

Terms and Conditions means these terms and conditions issued by us as varied from time to time.

Unauthorised Transactions means any transaction on your Account that was not authorised by you. It does not include any transaction that is performed by you, that is performed by someone else with your knowledge and consent, or that you are taken to have authorised under these Terms and Conditions, our Digital Wallet Terms and Conditions or our myBOQ app Terms of Use.

you and **your** means each individual who opens an Account that is accessible by using the myBOQ app and in who's name the Account is held. For Joint Accounts, this means both Account holders.

Visa means Visa Worldwide Pte Limited.

3. Opening an Account

3.1 How to open an Account

To open an Account you can download the myBOQ app and complete the application process or complete an online application form on our website and provide us with the documentation or information we require.

3.2 Eligibility criteria

You can apply for an Account if you meet all of the following criteria:

- you are applying in your personal name(s) and the Account is not for a deceased estate, business, superannuation or trust;
- you are an Australian citizen or Australian resident with an Australian residential address;
- you have an Australian mobile phone number;
- in the case of an Everyday Account or a Simple Saver Account, you are 14 years old or older;
- in the case of a Future Saver Account, you are between 14 years old and 35 years old; and
- in the case of a Smart Saver Account, you are 36 years old or older.

A Future Saver Account can only be held as a Joint Account if both account holders are between 18 years old and 35 years old.

By opening an Account with us, you can confirm that you meet these conditions and if necessary, provide supporting documentation. Even if you meet the eligibility criteria, we may choose to not open your Account.

Each customer is able to open two Everyday Accounts, nine Simple Saver Accounts and nine Future Saver Accounts or Smart Saver Accounts at any one time (**Account Limit**).

Joint Account holders are treated as a single customer for the purposes of calculating the Account Limit applicable to those Joint Account holders. The Account Limit applicable to the Joint Account holders will therefore not impact the Account Limit applicable to any of the Joint Account holder's individual Accounts or Accounts that person holds jointly with any other parties.

You are required to continue to meet our eligibility criteria.

3. Opening an Account (continued)

3.3 Why we need to verify your identity

Under the Anti-Money Laundering and Counter-Terrorism Act 2006, we are required to collect certain information about you and verify your identity before opening an account for you.

We can verify your identity electronically using information you provide to us, including your full name, address, and date of birth. We will pass this information to an external organisation which will co-ordinate the electronic verification using propriety databases of organisations including:

- Commonwealth and State government departments;
- Credit reporting agencies; and
- Independent, private sector organisations.

You may be required to provide more information or go to a BOQ Branch to verify your identity. If you want to know:

- more about electronic information, including how we may rely on information held with credit reporting agencies, please refer to our Electronic Identity Verification Disclosure found at boq.com.au; or
- how we collect, use, disclose and generally, how we handle your personal information then you can find more information in our Privacy Policy available at boq.com.au.

If we are unable to verify your identity we will be unable to open your Account. Once your Account is open it is important that you keep your details recorded with us up to date.

3.4 Activating your Account

Once your Account has been opened, your Account will be active and ready for use. To use your Everyday Account, transfer funds into your Account, activate your Card and/or register your Card with a digital wallet service and make a transaction.

3.5 Changes in Age affecting your Account

If you have a Future Saver Account, your eligibility for a Future Saver Account will cease once you turn 36 years old and:

- your existing Future Saver Account will automatically convert to a Smart Saver Account. If you have a Joint Account then your Future Saver Account will automatically convert to a Smart Saver Account once the eldest Joint Account holder turns 36 years old and the remaining conditions below in this clause will apply;
- the fees, charges and interest rate applicable to your converted Smart Saver Account are set in the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges; and
- the new interest rate applicable to your Smart Saver Account will be applied to your balance (in accordance with clause 5.1) from the first day of the month after the month in which you (or the eldest Joint Account holder if applicable) turned 36.

4. Joint Accounts

If you have a Joint Account we may act on the instructions of any one Joint Account holder. This means that either Account holder can make withdrawals, access Account information or close the Account. In the case of a dispute between Account holders, either Account holder can call us at any time, and we may place a block on the account to restrict withdrawals (refer to the 'Restricting/Freezing your Accounts' section for more information).

4. Joint Accounts (continued)

4.1 Joint Account liability

Both Account holders are individually and jointly liable for any amount owing to us. This means that we can ask either Account holder to repay any amount owing to us if the Account becomes Overdrawn.

4.2 Death of a Joint Account Holder

If one Joint Account holder dies, we treat the balance of the Account as owned by the surviving Account holder and will remove the deceased Account holder from the Account. If there are any amounts owing on the Account, the remaining Account holder remains liable for those amounts.

5. Interest

Interest Rates on your Account(s) are variable and the current Interest Rates and conditions can be found by going to boq.com.au. We may offer a Bonus Interest Rate or a promotional Interest Rate from time to time which will have separate terms and conditions for the duration of the offer.

5.1 Calculating interest

Interest is calculated from the day funds are credited to your Account. It is calculated daily by applying the applicable Interest Rate to the closing balance of your Account each day as follows:

$$\frac{\text{Daily closing balance} \times \text{Interest Rate (per annum)}}{\text{Number of days in the year (365 days)}}$$

5.2 Crediting interest

We will credit interest to your Account at the close of business on the last day of each calendar month. The interest credited to your Account will be included in the closing balance on the last day of each calendar month, however it will not be included in the calculation of interest until the first day of the following month.

Interest will be credited to your Account as a separate entry on your statement. For purposes of calculating and crediting interest, a day commences at 00:00 AM A.E.S.T. (Brisbane time) and concludes at 11:59 PM A.E.S.T.

5.3 Reversing interest

We calculate interest on the amounts that have been credited to your Account, regardless of whether the funds have cleared. If uncleared amounts are subsequently dishonoured then any interest earned on those funds and credited to your Account will be reversed.

5.4 Tax Information

It is not compulsory for you to give us your Tax File Number (**TFN**). However, if you choose not to, we may be required to deduct withholding tax at the highest marginal tax rate, plus the Medicare Levy, from any interest or other amounts that you earn. For joint accounts we may be required to deduct withholding tax until all Account holders have provided their TFN.

You can give us your TFN when you open your Account, or at any other time. For Joint Accounts, each Account holder can provide their TFN.

If you have not provided your TFN and you are an exempt person, withholding tax will not be deducted from any money you earn in relation to your Account. However, you must tell us which type of exemption applies to you.

We are required to report details of income earned, withholding tax deducted and TFNs quoted to the Australian Taxation Office (**ATO**). In accordance with the Privacy Act, we will keep your TFN confidential.

5. Interest (continued)

5.5 Tax Residency Status

Under the Foreign Account Tax Compliance Act (**FATCA**) and the Common Reporting Standard (**CRS**), we must identify where an Account holder is a resident for tax purposes and report information about Accounts held by foreign tax residents to the ATO.

You must declare your tax residency when opening a new Account and advise us of any changes to your tax residency status while you hold an Account. If you are a tax resident of a country other than Australia, you must provide your Tax Identification Number (**TIN**) in that country.

By declaring your tax residency details on the online application form submitted, you acknowledge that you have provided an electronically signed tax residency self- certification.

6. Using your Account

6.1 Deposits

Once you have opened your Account you will be able to deposit funds into your Account by doing any of the following:

- transferring funds from another Account;
- arranging funds to be transferred from another bank or financial institution or a BOQ Account into your Account using the BSB and your Account number;
- arranging funds to be transferred from another bank or financial institution into your Account via the NPP using your BSB and Account number or PayID; or
- depositing a cheque(s) or cash into your Everyday Account (refer to the 'Cash and Cheque' section for more information).

We may not accept a deposit if the total balance in your name (both individual and joint names) exceeds \$5,000,000.

6.2 Withdrawals

You can transfer funds from any Account to any other Account that you are an Account holder of.

Depending on the Account you have, you may be able to withdraw available funds by any of the following:

- using the 'Pay Someone' functionality to transfer funds to another bank or financial institution using the relevant BSB and Account number or a PayID;
- using the BSB and Account number to authorise a Direct Debit Request;
- authorising us to debit an amount to your account;
- making a BPAY payment using the Biller Code and Customer Reference Number (**CRN**) or intelligent Customer Reference Number (**iCRN**);
- arranging a bank cheque to be drafted and provided to you (refer to the 'Bank Cheques' section for more information);
- adding your Card to a digital wallet to make purchases; or
- using your Card to make a transaction (including through establishing a Recurring Repayment Request) or withdrawal from an ATM or POS Terminal.

6.3 Paying Someone

You can pay someone via the myBOQ app using either of the following details:

- BSB, Account number and Account holder's name(s); or
- the recipient's PayID which can be their mobile number, email address or ABN.

You must ensure that the account number and BSB or PayID details you use are correct. If the details you provided aren't correct then we may not be able to

6. Using your Account (continued)

recover the funds. Refer to the 'Mistaken Payments' section for information on how we can assist you in recovering any Mistaken Payment.

Transactions sent through the NPP (including OSKO payments) may be sent immediately and are irrevocable. Payments sent as OSKO payments are settled and available to the recipient in near real-time. It is important that you ensure the PayID details are correct before sending a transaction using PayID. Recovery of erroneous PayID initiated transactions is dependent on the transferred funds being available. We will make reasonable attempts to assist you to recover an erroneous or misdirected payment.

Where we and the sending bank or financial institution reasonably suspect a Mistaken Payment or misdirected payment has been credited to your Account, we may, without your consent, deduct from your Account an amount up to the value of the Mistaken Payment or misdirected payment subject to complying with these Terms and Conditions, any relevant scheme rules, and the ePayment Code. We will notify you if we reverse a Mistaken Payment or misdirected payment.

6.4 Direct Debits

You can provide your bank details to be direct debited by another financial institution or organisation. If you don't have sufficient funds, we may reject the direct debit.

You can cancel a Direct Debit Request that you've set up, by either:

- contacting us directly; or
- through the third party you're paying.

The date the debit is drawn on your Account is set by the third party you're paying, not by us.

You can request us to suspend or cancel a payment, but you should also tell the third party you're paying. Requests to us to stop a payment must be made at least three Business days prior to the drawing being received by us.

If you want to stop the Direct Debit Request completely, you need to cancel the Direct Debit Request. Simply closing the Account won't stop the third party from attempting future direct debits.

If we pay a direct debit when there are insufficient funds to cover the debit in your Account, you need to repay us that amount plus any fees.

If you set up a Recurring Payment Request on your Card it will be processed as a Visa payment, not a direct debit and will be processed in accordance with the Visa scheme rules (Refer to the 'Visa Debit Card' section for more information).

6.5 Clearing times

Funds transferred before 4p.m. A.E.S.T. will generally be available in the receiving bank account the next Business day unless the transfer is processed through the NPP (which are cleared in near real time making them immediately available once credited to your account).

6.6 Scheduled Payments and Transfers

Scheduled transfers and savings plan transfers can only be made when there are sufficient cleared funds in your Account by midnight the day prior. If there is insufficient cleared funds then that scheduled payment will not occur and will need to be submitted again, however future scheduled payments will continue to take place. Scheduled payments that fall on a non-Business day will usually happen the next Business day. If you would like to cancel a scheduled transfer or savings plan then you must cancel the day prior to the scheduled transfer taking place.

6. Using your Account (continued)

6.7 Cash and Cheque

Cash and cheque deposits can be made at a BOQ Branch and you may incur a fee. Refer to the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges to see what fees and charges are associated with your Account which is available at boq.com.au or via the myBOQ app. A BOQ Branch may refuse to accept cash or a cheque if you do not present the BOQ Deposit Form when making the deposit.

If you are depositing a cheque you may also post the cheque, with an accompanying BOQ Deposit Form, to the address listed on the BOQ Deposit Form. The BOQ Deposit Form can be found at boq.com.au and at BOQ Branches.

Cheques may take up to 10 business days to clear before these funds become available in your Account.

Interest will still be calculated on the uncleared funds but will be reversed if the cheque is dishonoured. For more information on depositing Cash or Cheques read the FAQ's found on our website.

6.8 Bank Cheques

You may request a bank cheque to be drafted by contacting the customer care team. These cheques will be issued by us and you may incur a fee so make sure you refer to the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges which is available at boq.com.au or via the myBOQ app. When a bank cheque is requested we will place a hold on the funds in your Account for the amount requested. The funds that have been put on hold may only be released into your Account if you return the bank cheque to us by registered post.

6.9 Ability to Manage Limits

You may set or manage transaction limits through the myBOQ app. Individual limits and information on the ability to set those limits is set out in the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges which is available at boq.com.au or available via the myBOQ app.

You should note that Merchants or other providers of facilities may impose additional limits to those we set out.

6.10 Cryptocurrency Limits

In addition to any other limit which may apply, we may in our discretion limit the amount each Account holder can transfer or pay from all Accounts to accounts and/or merchants which we reasonably believe may be owned or controlled by a cryptocurrency or digital asset exchange or being used to purchase cryptocurrency or digital assets.

The current calendar month limit is set out in the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges which is available at boq.com.au or available via the myBOQ app.

6.11 Round Ups

Round Ups are transfers that you can elect to activate on your Everyday Account(s). By enabling this feature on your Everyday Account, funds are transferred from the selected Everyday Account to your nominated savings account each time you make a Card transaction. The amount of the transfer will be the amount required to round the applicable transaction up to the nearest \$1. Round up transactions will not take place if by making the transaction your Account would be Overdrawn.

Each round up transfer will be done when a transaction is processed as pending on your Account. As some transactions may occur offline the round up transfer will only take place when the transaction information is received. Transactions that are pending could also potentially not be debited by the Merchant, however in that case the round up will not be reversed.

You can disable the round up feature through the myBOQ app at any time.

6.12 Bank@Post™

Using your card at any Bank@Post™ outlet, you can:

- deposit cash,
- deposit cheques,
- make a cash withdrawal, and
- obtain account balance information

Refer to the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges Guide found at boq.com.au or the myBOQ app for information about the transaction limits and fees and charges which apply when using Bank@Post™.

Please note that cheques made payable to joint names cannot be accepted at Bank@Post™. Cheques may take up to 10 business days to clear before these funds become available in your account.

7. BPAY Payments

7.1 BPAY

BPAY is a simple and convenient way to pay your bills 24 hours a day, 7 days a week. When you see the BPAY symbol on a bill you can pay that bill using the myBOQ app.

7.2 BPAY Payments

7.2.1 We are a member of BPAY and we subscribe to the BPAY Payments Service which is an electronic payments service through which you can ask us to make payments on your behalf to organisations (**Billers**) who tell you that you can make payments to them through the BPAY payment service (**BPAY Payments Service**).

7.2.2 We will tell you if we are no longer a member of BPAY or if our subscription to the BPAY Payments Service is cancelled. For the purposes of the BPAY Payments Service, we may also be a Biller.

7.2.3 When you tell us to make a BPAY Payment, you must give us the information specified in section 7.3 below. We will then debit your account/the account you specify with the amount of that BPAY Payment.

7.3 How to use BPAY Payments and the Information you must give us

7.3.1 You do not need to register for BPAY. Simply log on to the myBOQ app and select "Pay Bill (BPAY)" from the menu.

7.3.2 To make a BPAY Payment from your Everyday Account you will need to provide:

- (a) the Biller code or reference number from the bill;
- (b) your customer reference number with that Biller, for example your account number; and
- (c) the amount you want to pay.

7.3.3 We can delay acting upon an instruction if, for example, we need further information. You acknowledge that we are not obliged to effect a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

7.3.4 We will not act on an instruction when these Terms and Conditions do not permit them.

7.3.5 When we have instructions for more than one payment from your Accounts we will determine the order of priority in which payments are made.

7.3.6 You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstance part or whole satisfaction of any underlying debt owed between you and that Biller.

7.4 Payments

7.4.1 We will not accept an order to stop a BPAY Payment once you have instructed us to make that Payment.

7.4.2 You should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment - for those errors see section 7.4.6 below) when instructing us to make a BPAY Payment, or if you did authorise a BPAY Payment that has been made from your account. Section 11.5 describes when and how we will arrange for such a BPAY Payment (other than in relation to an underpayment) to be refunded to you.

7.4.3 Subject to section 7.8 (Cut off Times) Billers who participate in BPAY Payments have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed:

7. BPAY Payments (continued)

- (a) on the date you make that BPAY Payment, if you tell us to make the BPAY Payment before our BPAY Payment Cut Off Time on a Business day; or
- (b) on the next Business day, if you tell us to make a BPAY Payment after our BPAY Payment Cut Off Time on a Business day, or on a non Business day.

7.4.4 A delay may occur in processing a BPAY Payment where:

- (a) there is a public or bank holiday on the day after you tell us to make a BPAY Payment;
- (b) you tell us to make a BPAY Payment either on a day which is not a Business day or after the BPAY Payment Cut-off Time on a Business day;
- (c) another financial institution participating in BPAY Payments does not comply with any applicable obligations relating to BPAY Payments; or
- (d) a Biller fails to comply with any applicable obligations relating to BPAY Payments.

7.4.5 While it is expected that any delay in processing under this agreement for any reason set out in section 7.4.4 will not continue for more than one Business day, any such delay may continue for a longer period.

7.4.6 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount actually paid to a Biller and the amount you needed to pay.

7.5 Valid Payment Instruction

We will treat your instructions as valid, if when you give it to us you comply with the security procedures set out in section 9, and will debit your Everyday Account accordingly.

7.6 Payment queries

- 7.6.1 Please contact us as soon as possible if you have a concern in respect of any BPAY Payment or our response to any query you have raised with us in connection with a BPAY Payment.
- 7.6.2 Our contact details are set out in section 23.8.

7.7 Suspension

We may suspend your rights to participate in the BPAY Service at any time in the circumstances set out in section 20. Where possible we will give you advance notice of any suspension of your right to participate.

7.8 Cut Off Times

If you tell us to make a BPAY Payment before the BPAY Payment Cut-Off Time, it will in most cases be treated as having been made on the same day.

However the BPAY Payment may take longer to be credited to the Biller if you tell us to make a BPAY Payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY Service does not process a BPAY Payment as soon as they receive its details.

7.9 When a Biller cannot process a BPAY Payment

If we are advised that a Biller cannot process a BPAY Payment, we will:

- (a) tell you;
- (b) credit your Account with the amount of the BPAY Payment; and
- (c) take all reasonable steps to assist you in making that BPAY Payment as quickly as possible.

7. BPAY Payments (continued)

7.10 Account Records

You should check your Account records carefully and promptly report to us as soon as you become aware of any BPAY Payments that you think are errors or are BPAY Payments that you did not authorise or you think were made by someone else without your permission.

7.11 Daily transaction limits

- 7.11.1 Daily transaction limits are described in the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges booklet.
- 7.11.2 In any day the total amount you transfer for BPAY Payments must not exceed these limits. These daily transaction limits are separate from and in addition to any other myBOQ app daily transaction limit.
- 7.11.3 We are not responsible for any limits or restrictions on transfers imposed by other institutions.

7.12 Increasing your daily BPAY limit

You can increase your daily BPAY limit at any time by applying through the myBOQ app.

Your new (increased) limit will be effective immediately.

You acknowledge that increasing your daily BPAY limit may increase your liability in the event of an Unauthorised Transaction.

7.13 Reducing your daily BPAY limit

You can reduce your daily BPAY limit at any time by applying through the myBOQ app.

Your new (reduced) limit will be effective immediately unless you have already exceeded it for that day, in which case the new limit will apply from the next day.

7.14 BPAY Biller Limits and Restrictions

BPAY Billers may impose minimum and maximum transaction amounts for BPAY Payments.

BPAY Billers may not accept payments from all account types, for example, you may not be able to pay bills from credit cards etc.

7.15 Privacy – BPAY

- 7.15.1 If you make a BPAY Payment, you agree to our disclosing to Billers nominated by you and if necessary the entity operating BPAY Payments Service (BPAY Pty Ltd) and any other participant in the BPAY Payments Service and any agent appointed by any of them from time to time, including BPAY Group Limited, that provides of the electronic systems needed to implement the BPAY Payments Service:
 - (a) your personal information (for example your name, address and the fact that you are our customer) that is necessary to facilitate your registration for or use of the BPAY Payments Service; and
 - (b) your transactional information that is necessary to process your BPAY Payments. Your BPAY Payment information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's financial institution.
- 7.15.2 You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in BPAY referred to in this section as necessary.
- 7.15.3 You can request access to your information held by us or directly from BPAY Pty Ltd or its agent, BPAY Group Limited at their contact details listed below or by referring to the procedures set out in the privacy policy of the relevant entity.

7. BPAY Payments (continued)

Privacy Officer
privacy@bpay.com.au

BPAY Pty Ltd ABN 69 079 137 518
BPAY Group Pty Ltd ABN 60 003 311 644
PO Box H124, Australia Square NSW 1215, Australia

- 7.15.4 Our Privacy Policy, along with the privacy policies of BPAY Pty Ltd and BPAY Group Limited contain information about how you may complain about a breach of the Privacy Act and the process by which your complaint will be handled.
- 7.15.5 If your personal information detailed in this section is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment.

8. Visa Debit Card

You will receive a physical Card when you open an Everyday Account and the use of that Card is governed by these Terms and Conditions. When opening additional Everyday Accounts, we may give you the option to choose not to receive a physical card.

8.1 When you receive your physical Card

When you receive your physical Card, make sure that you sign the back of it.

You can then activate your Card and set or change your PIN via the myBOQ app or calling the BOQ Contact Centre and start using it. Refer to the 'Securing your Account' section for more information on what PIN to set.

8.2 When you can use your Card

Your Card can only be used for personal purposes and not for business use. Places that accept Visa or EFTPOS Cards should allow you to make transactions.

You must not use your Card for any unlawful purpose, including the purchase of goods or services prohibited by applicable laws or regulations.

We are not responsible if a Merchant refuses to accept your Card or places any limitations or surcharges on its use. You will need to dispute this directly with the Merchant.

8.3 How you can use your Card

8.3a) Physical Cards: The physical Card that is associated with your Everyday Account can be used at Merchants and ATMs that accept Visa and EFTPOS. Transactions made at Merchants on your Card (whether made via a POS Terminal, online, or phone) will be processed through the Visa network or the EFTPOS network.

When using your physical Card at a POS Terminal in Australia you can select 'Visa Debit' or 'Credit' options to use the Visa scheme and the 'Savings' option to use the EFTPOS scheme. When using your card internationally at a POS Terminal you must select the 'Visa Debit' or 'Credit' option. International transactions will use the Visa network.

8.3b) Digital Cards: You can only use your digital card in a Digital Wallet Service. When using a digital card you may be unable to withdraw cash and will not be able to make purchases which require your full card details, including the card number, expiry date and CVV.

Please read the myBOQ Digital Wallet Terms and Conditions in conjunction with this document for further information on the use of digital cards in a Digital Wallet Service.

8.4 Visa Contactless

Your Card will have 'Visa Contactless' (previously known as 'Visa payWave') functionality which will be able to authorise contactless purchases. Before using the Visa Contactless functionality, ensure that the Merchant's terminal is displaying the correct amount. If the transaction you are making via Visa Contactless is above the relevant limit then you will be required to enter a PIN in order to complete the purchase.

8.5 International Transactions

You can use your Card overseas at any Merchant that accepts Visa. International transactions are considered to be:

8. Visa Debit Card (continued)

- any transaction made in a foreign currency; or
- when any transaction is processed outside of Australia (in Australian dollars or a foreign currency).

We may apply a transaction fee on these transactions and therefore you should refer to the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges found at boq.com.au or the myBOQ app for further information. For transactions that are made in a foreign currency, Visa will convert these into Australian dollars. The exchange rate will be determined by Visa on the date that a transaction is processed and not on the day it was authorised.

8.6 Authorisation and processing of transactions

When making a purchase using the Visa network a Merchant may authorise an amount on your Account. This is to ensure that there are enough funds in your Account to process the transaction at a later date. The authorisation can remain on your Account for up to 5 Business days and funds that are authorised will form part of your pending balance and will not be available for you to spend. We will not be able to stop a transaction once it has been authorised.

Card transactions may be processed by us on a different day to which the transaction took place. If this happens, we will backdate the card transaction and debit it to your account effective on the date that the transaction took place.

8.7 When you identify an Unauthorised Transaction

If at any point you identify that an Unauthorised Transaction has taken place on your Account, you must notify us immediately. Failure to do so may result in you being liable for that transaction or future Unauthorised Transactions that take place. You should keep a record of the receipts from your transactions so that you can reconcile them to your statements. Obtaining a record of a receipt may result in a fee so refer to the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges found on at boq.com.au and the myBOQ app.

8.8 Recurring Payment Request

You can provide your Card details to another financial institution or organization to establish a Recurring Payment Request. If you don't have sufficient funds, we may reject a recurring payment transaction.

If you have set up a recurring debit instruction using your Visa Debit Card number, you will need to cancel the instruction with the authorised party and not through us.

The date the recurring payment is drawn on your Account is set by the third party you're paying, not by us.

If you want to stop a Recurring Payment Request completely, you need to cancel the Recurring Payment Request. Simply closing the Account won't stop the third party from attempting future Recurring Payment Requests.

If we pay a recurring payment when there are insufficient funds to cover the payment in your Account, you need to repay us that amount plus any fees.

Note, a Recurring Payment Request is different from a Direct Debit Request. If you set up a Direct Debit Request on your Account it will be processed as via BECS, not Visa and will be processed in accordance with the BECS scheme rules (Refer to section 6.4 for more information).

8.9 Digital Wallet

You can register your Card with a Digital Wallet Service approved by us. Once registered you can access and use your Card via your Eligible Device to make purchases in place of presenting your physical Card. Refer to the Digital Wallet Terms and Conditions (available at boq.com.au or the myBOQ app) for more information on how you can register and use an authorised Digital Wallet Service.

8. Visa Debit Card (continued)

8.10 When you no longer use your Card

After you cancel your Card and close your Account, there may still be transactions that are processed in accordance with the Card scheme rules that we are required to accept and, subject to any rights you may have under these Terms and Conditions, you will be liable for these transactions. You are not liable for transactions that we were aware of that should have been blocked or declined but we have not blocked or declined. You must destroy any Card that is no longer valid by cutting through the chip and the magnetic stripe.

8.11 If your Card is lost or stolen

It is important that as soon as you notice your Card is lost or stolen that you take action to secure your Account. You may be liable if you do not take the required action which have been outlined as follows:

- if you lose your Card then you need to temporarily block/restrict your Card immediately through the myBOQ app or by calling us on **1300 55 72 72**. If you find your Card and it has not been in anyone else's possession then you can remove the temporary block/restriction on the Card. If the Card has been in someone else's possession then you need to cancel the Card as the details may have been compromised;
- if your Card has been stolen then you must report your Card as lost or stolen immediately through the myBOQ app or by calling us on **1300 55 72 72**; or
- if you are overseas or require a Visa emergency replacement Card, we can assist in organising one and a fee may be charged so refer to the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges found on our website boq.com.au and the myBOQ app.

8.12 Chargeback rights

If you believe a transaction on your Card was:

- unauthorised;
- for goods or services and the Merchant did not deliver them and a refund or credit was not offered or provided by the Merchant; or
- for goods and services which did not match the description provided by the Merchant and a refund or credit was not offered or provided by the Merchant,

then you may be entitled to request us to 'chargeback' the transaction, by reversing the payment to the Merchant's financial institution. Chargebacks are determined by the Visa scheme rules and we will process any chargeback request in accordance with those rules. You should tell us as soon as possible, but no later than 120 days after the date of the transaction and provide us with any information we may require to assess your chargeback claim. Failure to do so may result in you losing any chargeback rights under the Visa Scheme Rules. However even if reported after 120 days, we will still assess whether you are liable for the Unauthorised transaction in accordance with Section 11 of these terms and conditions.

We may in good faith chargeback some or all of the amount disputed. However, if we do chargeback the transaction, and Visa, the Merchant or the Merchant's financial institution subsequently declines to chargeback the transaction, we will deduct the refunded amount from your Account.

Chargeback rights are only available when a transaction is made using the Visa network (ie. When selecting the "credit" button on the POS Terminal or providing the card number to a merchant over the telephone or online). Chargeback rights are not available for transactions made using the EFTPOS network.

9. Securing your Account

You must take all reasonable precautions to ensure your devices, Access Code, Card, Passcode and security information remain secure. You may be liable for any loss in accordance with the ePayments Code if you fail to do so.

To keep your Account secure you must not:

- use a device that is not your own and is not secured to download and access the myBOQ app;
- voluntarily provide your Card, Passcode or security information to anyone. This includes family members, accountants, financial planners or anyone else you consider should be authorised to access your account details;
- select a Passcode that is easy for another person to guess, observe or deduce. For example, your Access Code must not be repeated, ascending or descending numbers or representation of your date of birth or recognisable part of your name;
- provide security questions and answers that other people will be able to know. It is important that only you are able to provide this information; or
- write down, record or store your Passcode or any of your security questions and answers anywhere including with any device (i.e. your mobile) which is required to make a transaction unless you make a reasonable attempt to protect the security of the Passcode.

These precautions are necessary to avoid any financial loss. If you become aware or suspect that your device, Passcodes, security answers or mobile number has been compromised then you need to contact us immediately by calling us on **1300 55 72 72** or **+61 7 3336 2420** if you are telephoning from outside Australia. This includes if you have provided the information to someone else or you suspect someone has obtained it without your permission.

If we reasonably believe that there is the potential for financial loss to you or to us then we may restrict your Account(s). This may be the result of any of the following:

- unusual or suspicious activity on your device or that the myBOQ app is being accessed by a device that is not secure;
- unusual or suspicious account activity such as transfers or transactions;
- failed login attempts or failed answers to your security questions; or
- any other unusual activity related to your Account.

We may send you notifications to warn you about activity on your Account. It is important that if that activity is not performed by you then you contact us straight away on **1300 55 72 72** or **+61 7 3336 2420** if you are telephoning from outside Australia.

10. Mistaken Payments

The table underneath this section sets out the process we will follow under the ePayments Code if you make or receive a Mistaken Payment.

If no request has been made by another financial institution and we reasonably believe that a Mistaken Payment has occurred, we may restrict access to those funds in your Account while we conduct further investigations.

If you receive Services Australia income support payments or Department of Veterans' Affairs payments or any other payment to which the Code of Operation: Recovery of Debts applies (**protected payment**) we will not debit in excess of 10% of any protected payment deposited to your Account to refund the Mistaken Payment to the payer's financial institution. This does not prevent us from freezing the Mistaken Payment funds or other funds held in your Account that are not

derived from a protected payment and using those funds to return the Mistaken Payment.

If you notify us of a Mistaken Payment you have made or received or raise a complaint in respect of a Mistaken Payment, we will deal with the complaint under our internal dispute resolution procedures and will not require you to complain to the other financial institution involved in processing the Mistaken Payment. If you are not satisfied with the outcome of a complaint, you can complain to the Australian Financial Complaints Authority. Please refer to the 'Resolving Errors or Disputes' section for more information.

Resolving Mistaken Payments	
If you made a Mistaken Payment	If you received a Mistaken Payment
Funds are available and a report is made within 10 Business days	
If we and the receiving financial institution are satisfied that you made a Mistaken Payment, the receiving financial institution must return the funds to us. This may take up to 10 Business days.	If we are satisfied that a Mistaken Payment has occurred, we will place a hold on the funds in your Account and proceed to return the funds to the sending financial institution. This may take up to 10 Business days.
If the receiving financial institution is not satisfied that you made a Mistaken Payment, they may ask for the recipient's consent to return the funds to us.	If we are not satisfied that you received a Mistaken Payment, we may ask for your consent to return the funds.
If we receive the funds back from the recipient, we will return the funds to you as soon as practicable.	
If we are not satisfied that you made a Mistaken Payment, we will not take any further action.	
Funds are available and report is made between 10 Business days and 7 months	
The receiving financial institution has 10 Business days to investigate.	We have 10 Business days to investigate.
If satisfied a Mistaken Payment has occurred, they will place a hold on the funds and give the recipient 10 Business days to establish that they are entitled to the funds.	If we are satisfied that a Mistaken Payment has occurred, we will place a hold on the funds and give you 10 Business days to establish that you are entitled to those funds.
If the recipient cannot establish that they are entitled to the funds, the funds will be returned to us. We will return the funds to you as soon as possible.	If you cannot establish that you are entitled to the funds within 10 Business Days of being notified of the Mistaken Payment, we will return the funds to the sending financial institution.
If the receiving financial institution is not satisfied that a Mistaken Payment has occurred, the receiving financial institution may seek consent from the recipient to return the funds to us.	If we are not satisfied that a Mistaken Payment has occurred, we may seek your consent to return the funds to the sender.

10. Mistaken Payments (continued)

If we are not satisfied that you made a Mistaken Payment, we will not take any further action.	
Funds are available and report is made after seven months	
The receiving financial institution will ask if the recipient consents to the funds being returned.	We will ask if you consent to the funds being returned to the sender.
If we receive the funds back from the recipient, we will return those funds to you as soon as possible.	
Sufficient funds are not available to return the full Mistaken Payment	
If we and the receiving financial institution are satisfied there has been a Mistaken Payment, but there are insufficient funds available in the recipient's account to return the full amount of the Mistaken Payment, the processes described above may apply in relation to any funds that are available in the account.	If we and the sending financial institution are satisfied there has been a Mistaken Payment but there are insufficient funds available in your Account to return the full amount of the Mistaken Payment, we may apply the processes described above in relation to the available funds.
The receiving financial institution has a discretion in deciding whether it should pursue a full or partial, or no return of funds.	We have a discretion in deciding whether we should pursue a full or partial, or any, return of funds.
If the receiving financial institution determines to exercise its discretion to pursue the full return of funds, it must use reasonable endeavours to retrieve them from the recipient.	If we determine to exercise our discretion to pursue the full return of funds, we will use reasonable endeavours to retrieve the funds from you.
	Where we consider it appropriate, acting reasonably, we may debit any funds in any other account you have with us to retrieve the Mistaken Payment (or some of it) from you.

11. When you are liable for loss in respect of Unauthorised Transactions

11.1 Your Liability for Authorised Transactions

You will be liable for losses resulting from transactions that are performed by you, that are performed by another person with your knowledge and consent, or that you are taken to have authorised under these Terms and Conditions, our Digital Wallet Terms and Conditions or our myBOQ app Terms of Use.

You are taken to have authorised a person to transact on your Account, and any transactions performed by the person are taken to have been authorised by you, if:

- for any device on which you have installed the myBOQ app and enabled the ability to authenticate using a fingerprint, facial recognition, or similar biometric identifier (**Biometric Identifier**), or on which you have registered your Card in a Digital Wallet Service:

11. When you are liable for loss in respect of Unauthorised Transactions (continued)

- you allow or have allowed the person to register their Biometric Identifier on the device; or
- you share or have shared your device passcode with the person;
- you install the myBOQ app, and enable the ability to authenticate within the myBOQ app using Biometric Identifiers on a device on which the person has registered, or has the ability to register without your consent, their Biometric Identifier or for which the person knows the device passcode; or
- you register your Card in a Digital Wallet Service on an Eligible Device on which the person has registered, or has the ability to register without your consent, their Biometric Identifier or for which the person knows the device passcode.

11.2 Unauthorised Transactions

11.2.1 This section 11.2 sets out your liability for Unauthorised Transactions debited to your Account. We will assess your liability in respect of an Unauthorised Transaction in accordance with the ePayments Code, which provides that you are not liable for loss arising from an Unauthorised Transaction if it is caused by:

- (a) fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a Merchant or their employee or agent;
- (b) a Card, Identifier or Passcode (such as a PIN) which is forged, faulty, expired or cancelled;
- (c) a transaction requiring the use of a physical Card and/or Passcode that occurred before you received the physical Card and/or Passcode (including a reissued Card or Passcode);
- (d) a transaction being incorrectly debited more than once to your Account; or
- (e) an Unauthorised Transaction performed after we have been informed that a Card has been misused, lost or stolen, or the security of a Passcode has been breached.

11.2.2 You are also not liable for loss arising from an Unauthorised Transaction:

- (a) that can be made using an Identifier without a Passcode or Card. Where a transaction can be made using a Card, or a Card and an Identifier, but does not require a Passcode, you are liable only if you unreasonably delay reporting the loss or theft of the Card;
- (b) where it is clear that you have not contributed to the loss; or
- (c) to the extent your loss exceeds your liability if we had exercised any rights we have under the Visa or EFTPOS schemes at the time you reported the unauthorised transaction (for example by exercising your chargeback rights).

11.3 Your liability for loss

If the above provisions do not apply, you may only be made liable for losses arising from an Unauthorised Transaction in the following circumstances:

- (a) Where we can prove on the balance of probability that you contributed to a loss through fraud or breaching the security requirements under the 'Securing your Account' section:

11. When you are liable for loss in respect of Unauthorised Transactions (continued)

- you are liable in full for the actual losses that occur before the loss, theft or misuse of a Card or device or breach of security is reported to us; and
- you are not liable for the portion of losses:
 - incurred on any one day that exceeds any applicable daily transaction limit;
 - incurred in any period that exceeds any applicable periodic transaction limit;
 - that exceeds the balance of your Account, including any pre-arranged credit; or
 - incurred on any account that we and you had not agreed could be accessed using the Card or Passcode used to perform the transaction.

(b) Where:

- more than one Passcode is required to perform a transaction; and
- we prove that you breached the Passcode security requirements outlined in the 'Securing your Account' section for one of the Passcodes, but not all of the required Passcodes,

you are liable under this section only if we also prove on the balance of probability that the breach of the Passcode security requirement under the 'Securing your Account' section was more than 50% responsible for the losses, when assessed together with all the contributing causes.

(c) You are liable for losses arising from Unauthorised Transactions that occur because you contributed to losses by leaving a Card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a Card being left in the ATM.

Note: Reasonable safety standards that mitigate the risk of a Card being left in an ATM include ATMs that capture Cards that are not removed after a reasonable time and ATMs that require a Card holder to swipe and then remove a Card in order to commence a transaction.

(d) Where we can prove, on the balance of probability, that you contributed to losses resulting from an Unauthorised Transaction by unreasonably delaying reporting the misuse, loss or theft of a Card/Device, or that the security of all Passcodes has been breached, you:

- are liable for the actual losses that occur between:
 - when you became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen Card or Device; and
 - when the security compromise was reported to us; and
- are not liable for any portion of the losses:
 - incurred on any one day that exceeds any applicable daily transaction limit;
 - incurred in any period that exceeds any applicable periodic transaction limit;
 - that exceeds the balance on the Account, including any pre-arranged credit; or
 - incurred on any Account that we and you had not agreed could be accessed using the Card/Device and/ or Pass Code used to perform the transaction.

11. When you are liable for loss in respect of Unauthorised Transactions (continued)

Note: You may be liable under this section if you contributed to the loss, or if another Account holder contributed to the loss.

- (e) Where a Passcode was required to perform an Unauthorised Transaction, and the above sections do not apply, you are liable for the least of:
- \$150 or a lower figure determined by us;
 - the balance of the Account(s) which we and you have agreed can be accessed using the Card/Device and/or Passcode, including any prearranged credit; or
 - the actual loss at the time that the misuse, loss or theft of a Card/Device or breach of Pass Code security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit.

11.4 Liability for loss caused by system or equipment malfunction

- 11.4.1 You are not liable for loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with your instructions.
- 11.4.2 Where you should have been reasonably aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:
- (a) correcting any errors; and
 - (b) refunding any fees or charges imposed on you.

11.5 Liability Under the BPAY Payments Service

- 11.5.1 If under this section you are liable for an unauthorised or fraudulent BPAY Payment and the ePayments Code applies, then your liability is limited to the lesser of:
- (a) the amount of that unauthorised payment or fraudulent payment; and
 - (b) the limit (if any) of your liability set out in sections 11.2 to 11.4.
- 11.5.2 If 11.5.1(b) applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

Mistaken payments, unauthorised transactions and fraud

- 11.5.3 We will attempt to make sure that your BPAY Payments are processed promptly by the participants in the BPAY Payments Service, including those Billers to whom your BPAY Payments are to be made. You must promptly tell us if:
- (a) you become aware of any delays or mistakes in processing your BPAY Payments;
 - (b) you did not authorise a BPAY Payment that has been made from your account; or
 - (c) you think that you have been fraudulently induced to make a BPAY Payment.
- 11.5.4 We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in this section. However, except as set out in this section 11.5, we will not be liable for any loss or damage you suffer as a result of making BPAY Payments.
- 11.5.5 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 your 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

11. When you are liable for loss in respect of Unauthorised Transactions (continued)

an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

Mistaken payments

- 11.5.6 If a BPAY Payment 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 payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that BPAY Payment and we cannot recover the amount of that BPAY Payment from the person who received it within 20 Business Days of us attempting to do so, you must pay us that amount.

Unauthorised payments

- 11.5.7 If a BPAY Payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised BPAY payment. However, you must pay us the amount of that unauthorised BPAY payment if:
- (a) we cannot recover within 20 Business days of us attempting to do so that amount from the person who received it; and
 - (b) the payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions.
- 11.5.8 If we are able to recover part of the amount of that BPAY Payment from the person who received it, you must only pay us the amount of that BPAY Payment that we are not able to recover.

Fraudulent payments

- 11.5.9 If a BPAY Payment is induced by the fraud of a person involved in the BPAY Payments Service, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the whole amount of the fraud-induced payment, 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 fraud-induced payment that is not refunded to you by the person that induced the fraud.

Resolution principles

- 11.5.10 If a BPAY Payment you have made falls within the type described in section 11.5.7 and also section 11.5.6 or 11.5.9, then we will apply the principles stated in sections 11.5.7.
- 11.5.11 If a BPAY Payment you have made falls within both the types described in sections 11.5.6 or 11.5.9, then we will apply the principles stated in section 11.5.9.

No “chargebacks”

- 11.5.12 Except where a BPAY Payment is a mistaken payment referred to in section 11.5.6, an unauthorised payment referred to in section 11.5.7, or a fraudulent payment referred to in section 11.5.9, BPAY Payments are irrevocable. No refunds will be provided through the BPAY Scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

IMPORTANT

Even though your account has Visa debit card access, no “chargeback” rights are available for BPAY Payments. Chargeback rights, if any, are only available to transactions made through the Visa scheme.

11. When you are liable for loss in respect of Unauthorised Transactions (continued)

Indemnity

- 11.5.13 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 acted negligently or fraudulently in connection with these Terms and Conditions.

Biller consent

- 11.5.14 If you tell us that a BPAY Payment made from your Account is unauthorised, you must first give us your written consent addressed to the Biller who received that Payment, consenting to us obtaining from the Biller information about your account with that Biller or the BPAY Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.

Consequential loss

- 11.5.15 This section does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this section illegal, void or unenforceable or this section impose an obligation or liability which is prohibited by those laws or that code, the section 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.
- 11.5.16 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.

12. Electronic Access

12.1 Terms and Conditions of Electronic Access Methods

You are bound by the terms and conditions relating to the use of an Electronic Access Method when you first use it, and each subsequent use of the Electronic Access Method constitutes acceptance of the terms and conditions then in force.

12.2 Some Rules about Electronic Access Methods

- 12.2.1 These rules apply when you use a Card, Identifier or Passcode to access your Accounts. Examples of Electronic Access Methods are:
- (a) using a Card and PIN at ATMs, POS Terminals and branch teller terminals; and
 - (b) using your Access Code to access your Account or conduct transactions on the myBOQ app.

Access to your Accounts

- 12.2.2 Unless you have notified us that the components of an Electronic Access Method have been misused, lost or stolen or the security of a Passcode has been breached, you agree that we are entitled to allow operations on your Account where the correct Identifiers and Passcodes have been provided.
- 12.2.3 You acknowledge and accept that we cannot verify by way of signature comparison whether the person accessing your Accounts using the Card or Passcodes is you.

You should check your instructions

- 12.2.4 As we process all payments requested by you through the myBOQ app in accordance with your instructions, you must ensure that the instructions you provide are correct. We will treat your instructions as valid if, when you give them

12. Electronic Access (continued)

to us, you have met our security requirements which may include entering a Passcode or authentication through the use of a biometric identifier. We are not required to, and do not, check that the BSB number, account number or card account number correspond with the financial institution and account name of the payee provided by you. Any error in these details may result in a transfer being made to an incorrect payee or the transfer not being made at all.

12.2.5 Your instruction will not be processed if:

- (a) all necessary information is not provided;
- (b) there are insufficient available funds in your Account from which the funds are to be transferred;
- (c) the amount of the transfer means that the relevant daily transaction limit will be exceeded for that day;
- (d) the amount of the transfer is less than the minimum deposit requirements of the Account type to which the funds are to be transferred where that Account is a BOQ account;
- (e) the amount of the transfer is less than the minimum withdrawal requirements of the Account type from which the funds are to be transferred;
- (f) there is a restriction recorded against the Account from which the funds are to be transferred which prevents the funds transfer; or
- (g) we are restricted or prohibited by law, regulation, the requirement of a government or similar authority (including the Reserve Bank of Australia) or industry code from permitting the transfer to occur.

12.2.6 Valid instructions or transactions cannot be stopped or countermanded by you after they have been initiated through an Electronic Access Method. If we have processed your instructions and then we are notified by the receiving financial institution that the funds cannot be deposited into the account you have nominated, we will return the funds to the account from which the funds were transferred less any fees incurred.

12.2.7 If we make a transfer to a person which is not in accordance with your instructions or which exceeds the amount requested in your instructions, we will credit your account with the amount of that transfer or the difference between the amount transferred and your instructions.

12.2.8 To help ensure that you know when or if your instructions have been successfully completed, you should:

- (a) ensure that you have received a receipt number and the time and date of the transaction; and
- (b) confirm with the payee that your transfer has been received.

Transacting on your Accounts

12.2.9 Account information accessed using the myBOQ app will generally reflect the position of the Account at that time, except for transactions we have not processed yet (including uncleared cheques, cheques cleared and direct debits processed by us that day). In addition, if you give us a transfer instruction after the relevant cut-off time, the account balances may not reflect the transaction until the close of business on the next Business Day.

12.2.10 You will receive a receipt for each transaction you conduct. We recommend you keep all receipt information and check it against the information contained in your statement of account.

12. Electronic Access (continued)

12.3 Availability of the Electronic Access Method

- 12.3.1 We will use reasonable efforts to ensure that you can access your Accounts using the myBOQ app 24 hours a day, other than during scheduled maintenance and downtime, which we will aim to conduct outside of normal business hours.
- 12.3.2 We will maintain electronic access to your Accounts unless:
- (a) our electronic systems malfunction or are unavailable;
 - (b) at least one of your Accounts is overdrawn or will become overdrawn without prior arrangement, or is otherwise considered out of order by us;
 - (c) we believe that access to the Electronic Access Method may cause loss to you or to us;
 - (d) we believe that the security of the Electronic Access Method or our systems has been compromised;
 - (e) access is unavailable due to electrical short circuit, power failure, telecommunications failure or fault, industrial dispute, act of God or other causes beyond our control; or
 - (f) access is unavailable due to emergency or unscheduled maintenance.
- 12.3.3 Subject to providing you with any notice required by law we can change:
- (a) the types of Accounts that can be operated using an Electronic Access Method;
 - (b) the types of transactions you can perform using an Electronic Access Method;
 - (c) the types of electronic equipment that can be used to provide access; and
 - (d) the hours during which an Electronic Access Method or any part of it is available to you.
- 12.3.4 If, due to a service fault or difficulty with the myBOQ app you do not receive confirmation that the service has received your instructions, you must notify us by calling our Customer Contact Centre on 1300 55 72 72.

12.4 Warranties

We do not warrant:

- (a) that the Electronic Access Method will be available at all times, will be uninterrupted or error-free; or
- (b) the quality, accuracy or fitness for any particular purpose of the Electronic Access Method.

13. Confirmation of Payee

13.1 Using the Confirmation of Payee service when making a payment

If you make a payment using a BSB and account number, we may use the Confirmation of Payee service to provide you with a view on the likelihood that the account name you have entered matches the account you are paying to. If we indicate to you that the Confirmation of Payee service result does not match, you should check the account details with the intended recipient before proceeding with the payment.

At all times it remains your responsibility to ensure that the BSB and account number you are using to make a payment are correct irrespective of any Confirmation of Payee service match result we share with you and your liability for payments will not be affected by any Confirmation of Payee match result we share with you.

You must not misuse the Confirmation of Payee service or try to use it in breach of these terms and conditions or for any purpose other than confirming the name for the account you intend on making a payment to.

Without limiting any other right we have under these terms and conditions, we may limit or suspend your ability to make payments or use an electronic access method if we reasonably believe you are misusing the Confirmation of Payee service in breach of these terms and conditions.

13.2 Sharing your account details through the Confirmation of Payee service

We'll ensure your account details, including your name, are accurately recorded by us (based on the information you have provided to us and any verification we have undertaken) for the use of the Confirmation of Payee service.

You must promptly notify us of any changes to your name and provide us with any evidence of your name change that we reasonably request.

You authorise and consent to:

- us using and disclosing your account details (including your name) with the Confirmation of Payee service;
- payers' financial institutions using and disclosing your account details (including your name) for the purposes of the Confirmation of Payee service and prior to making payments to you; and
- your account details (including your name) being disclosed, stored and used in connection with the Confirmation of Payee service in accordance with the industry rules, regulations and procedures that apply to the Confirmation of Payee service.

13.3 Opt out requests

You may request that we withhold from sharing your account details with the Confirmation of Payee service for an account if there are special circumstances and it is reasonably necessary to withhold your account details to protect your safety or security (an opt-out request). We will only agree to an opt-out request if we agree that special circumstances exist and it is reasonably necessary to protect your safety or security.

If we agree to an opt-out request:

- we may still disclose your account details (including your name) to other financial institutions through the Confirmation of Payee service to facilitate their fraud checking processes (but they will not share your details with payers);
 - we may still disclose your account details (including your name) through the confirmation of payee service for them to be shared with some government agencies to confirm your identity in relation to payments they are making to you; and
 - you can request to opt your account back in to sharing your account details with the Confirmation of Payee service at any time.
-

14. Overdrawn Accounts

You are responsible for knowing your Account balance and must ensure that your Account does not become Overdrawn. If your Account does get Overdrawn then you must immediately pay us the amount by which your Account is Overdrawn and ensure that your Account is brought back into credit.

If your Account is Overdrawn then we may transfer an amount equal to the overdrawn amount from one of your other Accounts with us (whether it is from your individual account or a joint account with the same accountholders). We do not need to provide you notice when doing so and are not liable for any loss you may incur as a result of this.

We may, decline or dishonour any transaction that would result in your Account being overdrawn if accepted.

14 Overdrawn Accounts (continued)

While we may prevent your Account from being overdrawn by declining a transaction, there are instances where we are required to accept a transaction or may elect to accept a transaction notwithstanding this will result in your Account being overdrawn. For example:

- a chargeback that is honoured by us is later rejected by the merchant's bank;
- direct debits, cheques and Visa debit transactions payments which are honoured at our discretion;
- bank systems are unavailable or a merchant transaction settles at a later date; or
- a transaction draws from uncleared funds in your Account due to timing differences.

15. Fees

Fees and charges related to your Account can be found in the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges on our website at boq.com.au or by downloading via the myBOQ app.

You agree to pay those fees and charges and that we can deduct them from your Account. We may change these with notice to you. All fees and charges deducted from your Account will appear on your statement.

16. Statements

We will give you a statement of account:

- every 6 months for each Account;
- after you close your Account; and
- to each Account holder of a Joint Account.

Statements will be given to you by making them available to you to view and download in the myBOQ app.

Account statements will be available for viewing on the myBOQ app on the same date of the month the Account was established (eg if you open an Account on the 5th day of a month, your Account statements will be available for viewing on the 5th day of each Month for which a statement is prepared). You can ask for a statement more frequently by contacting us or download ad-hoc statements for any period via the myBOQ app.

Each statement will provide you with a list of all transactions on your Account since the last statement. You should check all the transactions on your statement carefully and ensure all of them were made by you or the Joint Account holder. You should let us know immediately if there is an error on your statement or if you would like to query a transaction by contacting us on **1300 55 72 72**.

Statements for your Account that were generated in the last 7 years will be available from the myBOQ app. You can also request statements by contacting us on **1300 55 72 72** but you may be charged a fee (refer to the myBOQ Deposit Account Interest Rates, Transaction Limits, Fees and Charges on our website at boq.com.au or the myBOQ app).

17. Changes to our Terms and Conditions

From time to time we may make changes to these Terms and Conditions, your account features, Interest rates, and fees and charges.

We will give you 30 days of advance notice if we make any of the changes below. We may do so in writing in accordance with section 18 or by advertising in the national or local media.

17.1 Fees and Charges

- Increase a fee or charge; or
- Introduce a new fee or charge.

17 Changes to our Terms and Conditions (continued)

17.2 Interest

- Change the way interest is calculated;
- Change the balances to which interest is applicable; or
- Change the frequency of when interest is credited.

17.3 Operating your Account

- Increase your liability for losses in relation to transactions made using an Electronic Access Method; or
- Impose, remove or change the daily transaction limit or other periodic limit applying to the use of your Account or an Electronic Access Method (unless required to restore or maintain the security of your Account or our systems).

We will also give you at least 30 days of prior notice of any other change that is unfavourable to you unless it is a change of the Account Interest Rate, a change that is reasonably necessary to manage a material and immediate risk or a change to or the introduction of a government charge that you pay directly, or indirectly, as part of your Banking Service. We may do so in writing in accordance with section 18 or by advertising in the national or local media or giving you notice in a manner allowed by law.

We will notify you of all other changes to these Terms and Conditions no later than the date that the change takes place. We may do this in writing in accordance with section 18, advertising in a national newspaper or another manner allowed by law. If it is a Joint Account, we will give notice to both Account holders.

Unless notice to you is required by law or a change to these Terms and Conditions is required, we may not give you any prior notice of changes relating to functionality of the myBOQ app. If prior notice is not provided a notice of any change made to functionality of the myBOQ app that may impact your use of those facilities may be published on the myBOQ app when effected.

18. Changes to Details

You must let us know if there is a change in your contact details. This includes a change to your name, mobile phone number, email address, residential address, postal address, tax information and Foreign Tax Residency Status. It's important that these details are up to date so that your Account(s) is secure and we can send communication to the right contact details. You can change your details through the myBOQ app.

19. Notices

We can send notices and other communications to your email address, postal address or residential address that you have provided to us. We may also provide notices to you through our myBOQ app or via SMS. It is your responsibility to regularly check the myBOQ app for notices and other communications from us. When sending notices electronically, we may make the information available on our website for you to access.

If you don't inform us when you have changed your physical address, mobile phone number or email address then we may still send notices to the most recent details you have provided us with. If we receive return mail from your address or an undeliverable email notification, we may place a block on your Account(s).

20. Closing your Account

20.1 How you can close your Account

You may request to close your Account through the myBOQ app or our Customer Care team at any time. Both Joint Account holders will have the ability to request account closure. To close your Account you will need to make sure there is no money owing on your Account. If your Account has a credit balance or any accrued interest then you will need to transfer those funds out of your Account before closure. Once you close your Account we will attempt to stop all

20. Closing your Account (continued)

transactions from taking place, however some transactions may still occur. If that is the case then, subject to any rights you may have under these Terms and Conditions, you are still liable for these transactions and we will contact you if this happens.

20.2 How we may close your Account

We may close your Account without notice if:

- there is a legal requirement for us to do so;
- you have provided us with (or we reasonably believe you have provided us with) false or misleading information when you opened your Account which materially increases the risks we are exposed to in relation to you or your Account;
- we reasonably believe that you have breached these Terms and Conditions or any of the terms and conditions related to your Account in a way that exposes us or you to a material risk of loss;
- you don't provide us with information we reasonably require to verify your identity or the source of any funds deposited into the account or to otherwise comply with our legal obligations;
- you don't provide us with accurate and up to date Foreign Tax Residency Status information;
- we reasonably believe there is fraudulent activity occurring in relation to your account;
- we reasonably believe your use of the Account or activities you undertake in connection with the account are at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams);
- we think that your account is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/ or references);
- we think that you are using the Account to perpetrate financial abuse against a joint account holder or another person;
- you are no longer an Australian resident; or
- we reasonably believe that any further use of your Account may cause a loss either to us or to you.

We may close your Account without reason by giving you at least 30 days prior written notice (unless your Account is a mortgage offset facility linked to a current home loan). When closing your Account, we may do the following:

- transfer the funds to any active account you have with us;
- pay the funds to you in some other way; or
- retain the funds and pay them to you on request (without interest).

21. Restricting / Freezing your Account, or Returning Funds

21.1 Restricting your Account

In some circumstances, where we consider it reasonably necessary to meet our regulatory and compliance obligations or to manage associated risk, we may need to stop transactions or transfers from taking place on your Account. We will do this by placing a block on your Account which will restrict money from going out, being transferred in or both. This can occur at any time without prior notice if:

21 Restricting / Freezing your Account, or Returning Funds (continued)

- we are required to do so by law;
- we reasonably consider it necessary to do so to meet our regulatory and compliance obligations or to manage associated risk;
- we reasonably believe that further use of your Account may result in loss to you or us;
- you don't provide us with information we reasonably require to verify your identity or the source of funds;
- you don't provide us with accurate and up to date Foreign Tax Residency Status information;
- we reasonably believe that there is fraudulent or scam activity occurring in relation to your Account;
- we reasonably believe that your Account is being operated in breach of these terms and conditions in a way that increases risk to you or us;
- we reasonably believe that your use of the account or activities you undertake in connection with the Account are at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams);
- your Account is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/or references);
- we think that you are using the Account to perpetrate financial abuse against a joint account holder or another person;
- we reasonably believe that your risk profile has adversely and materially changed as a result of our continuous screening;
- your Account details or online access details have been compromised;
- you haven't made a transaction on your Account for at least 2 years;
- you have a Joint Account and we become aware that there is a dispute or you notify us to change the Account authority; or
- we become aware that the sole Account holder dies.
- we reasonably believe that funds have been transferred into your Account due to unauthorised or unlawful activity; or
- we reasonably believe that you are not beneficially entitled to funds in your Account.

We will act reasonably when taking action under this section and we will not do more or for longer than is reasonably necessary considering the reasons why we have taken such action. We will tell you if we restrict your account or suspend an electronic access method and, where possible, we will tell you what you need to do for us to remove the restriction or suspension. If we take any such action to restrict your account or suspend an electronic access method we will give you a reason unless we are unable to do so under applicable laws or regulations.

We understand that having access to your money is important. If access to your funds has been restricted and you require urgent access to your money then contact us on 1300 55 72 72 or +61 7 3336 2420 if you are telephoning from outside Australia so that we can endeavour to assist you.

21.2 Returning Funds

Where we reasonably believe that funds have been transferred to your account because of unauthorised or unlawful activity (such as a fraudulent payment or a payment as a result of a scam affecting you or another person) (Improper Payment), we may without your consent deduct from your account an amount no greater than the Improper Payment and return the funds to the sender or sending financial institution or as otherwise required by law, code or regulation. We will take reasonable steps to contact you in relation to an Improper Payment where we consider it relates to a fraud or scam, unless we are unable to do so under applicable laws or regulations.

Where we reasonably believe that funds have been transferred into your account as a mistaken payment under the ePayments Code, we will instead follow the process set out in section 10.

22. Inactive Accounts

If there are no deposits or withdrawals from your Account in the last 24 months then we may close your Account. When closing your Account, we may do the following:

If there are no deposits or withdrawals from your Account in the last 7 years and you have not contacted us to claim your money then:

- we will pay the funds to the relevant government agency as unclaimed money. You will be able to reclaim these funds from that government agency; or
- if the balance is below the minimum prescribed by law it will become our property.

23. Account Combination

We may combine the balances of two or more of your accounts held with us, including accounts you have with us which are not the subject of these Terms and Conditions. For example if one of your accounts is overdrawn, we can use funds to your credit in another account to repay that overdrawn amount. We will inform you promptly if we combine any of your accounts but do not need to give you advance notice.

However if you have an account that relates to any amount you owe us under a loan that is regulated by the National Credit Code, we may not combine that account with your Account:

23.Account Combination (continued)

- while we are actively considering your financial situation under either the Banking Code of Practice or under the hardship provisions of the National Credit Code;
- while you are complying with an arrangement you have made with us after we have considered your financial situation; or
- if doing so breaches the Code of Operation: Recovery of Debts from Department of Human Services Income Support Payments or Department of Veterans' Affairs Payments.

24. General Terms

24.1 Banking Code of Practice (BCOP)

BOQ has adopted the Banking Code of Practice (**BCOP**). This is a self-regulatory code which aims to foster good relations between banks and customers, and to promote good banking practice. We will comply with the BCOP, where it applies to the Account and payment services we provide to you.

24.2 ePayments Code

We will comply with the ePayments Code which regulates consumer electronic payment transactions, including ATM and Card transactions, online payments, internet and mobile banking, and BPAY (as applicable).

24.3 No Tolerance for Financial Abuse

A bank account is no place for financial abuse. If we suspect or are made aware that this Account or the Electronic Access Methods used to access the Account are being used to perpetrate financial or other types of abuse then we may exercise our rights to block, restrict access or close your Account in order to protect another person from financial abuse.

24.4 Anti-Money Laundering and Counter-Terrorism Finance Act 2006 (Cth)

We can delay, block or refuse any request or transaction on your Account, including requests for making a payment, withdrawal, or deposit, or close your Account, or take any other action, if we reasonably consider it necessary to do so in order to comply with any law in Australia or any other country, and you agree that we are not liable for any loss suffered by you, any additional Account holder, or other third parties arising directly or indirectly as the result of us taking this action.

Notwithstanding that you may already have an Account with us and that you may have previously provided all Account opening or other documentation, we reserve the right to request additional and/or updated information. You must provide all information to us which we reasonably require to comply with any laws in Australia or any other country. We can disclose information which you provide to us where required by any laws in Australia or the laws of any other country with which we are required to comply.

You warrant that you are acting on your own behalf in entering into this agreement.

You represent and warrant to us that you will not do, or omit to do, anything that would cause us to breach any laws in Australia or any other country.

24. General Terms (continued)

24.5 Our Liability

Subject to the ePayments Code we are not liable for any loss, expense or damage arising from or out of:

- the inaccuracy of instructions given by you to us; or
- the failure of our equipment where our system or equipment had not accepted your instructions, any loss of electronic access to your Account or any other delay, interruption, disruption or similar failure, to the extent caused by circumstances beyond our reasonable control.

Nor are we liable for the refusal of any Merchant to accept an electronic transaction and, to the extent permitted by law, we are not responsible for the goods and services supplied by a Merchant. Any complaints concerning the goods and services purchased must first be directed to the Merchant.

24.6 Assignment

We may at any time and without notice assign any of the rights, interests or obligations under these Terms and Conditions, in whole or in part, by operation of law or otherwise without your prior written consent where we reasonably consider that the assignment will not materially affect your continued operation of your Accounts.

24.7 Financial Claims Scheme

As an Account holder you may be entitled to a payment under the Financial Claims Scheme depending on your circumstances. Payments under the Financial Claims Scheme are subject to a limit for each Account holder. The limit for each Account holder is calculated by determining balances held at each banking institution and therefore the limit is calculated to all funds held by an Account holder at BOQ across all its divisions and brands. Further information about the Financial Claims Scheme can be obtained from www.fcs.gov.au.

24.8 Privacy and Confidentiality

You can ask us for a copy of our Privacy Policy at any time which sets out how we deal with any personal information that we hold about you. The “Privacy Notification and Consent Form” you receive when you open your Account provides you with more information about how we use your personal information.

24.10 If you have a problem, complaint or dispute

24.10.1 Our service commitment

At BOQ we are committed to provide our customers with innovative banking solutions and the best customer service experience.

Resolution of problems is a priority for us. If at any time our service does not meet your expectations we would like you to let us know.

24.10.2 How to contact us

If you have a complaint, there are a number of ways to contact us:

- Contact your local branch manager or Business Banker
- Call us on **1300 55 72 72**, 24 hours a day, 7 days a week
- Complete the online complaints form at www.boq.com.au/feedback-and-complaints

Contact our Customer Relations Department via:

Email: customer.relations@boq.com.au

Call: 1800 663 080

Write to: Customer Relations, Reply Paid 2258, Brisbane QLD 4001

24.10.3 How will your complaint be handled?

If we cannot solve your problem on the spot, we will let you know who is handling your complaint and how long it is likely to take for it to be resolved.

For further information about how we handle complaints, ask our friendly staff for a copy of our 'Customer Feedback Guide' or alternatively download a copy available on our website.

Please note we comply with the ePayments Code complaint investigation and resolution procedures in connection with electronic transactions to which the ePayments Code applies.

24.10.4 What to do if you feel your complaint has not been resolved

If you're unhappy with our response you can approach the Australian Financial Complaints Authority (AFCA). AFCA provides a free and independent complaint resolution service for financial services. To contact them you can:

- Call: 1800 931 678
- Email: info@afca.org.au
- Online: www.afca.org.au
- Write to: GPO Box 3, Melbourne VIC 3001

The Australian Securities and Investments Commission (ASIC) has an information line: **1300 300 630**. You can use this number to make a complaint and obtain further information about your rights.



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