

Product Information Statement

Macquarie Cash Management Account



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The Macquarie Cash Management Account (**Cash Account**) is provided by Macquarie Bank Limited ABN 46 008 583 542 AFSL 237502.

IMPORTANT INFORMATION

This *Product Information Statement* describes the features of the Cash Account and, together with the *Electronic Banking Terms and Conditions*, contains the terms which apply to its operation. Before deciding whether to open an account, please carefully read this document and the *Electronic Banking Terms and Conditions*, available on macquarie.com.au/electronic-banking-terms-and-conditions.

The information in this Product Information Statement, including current standard fees and charges, is current as at 1 December 2020 and is subject to change. You can find updated information online at website at macquarie.com.au or by contacting us on 1800 806 310. A copy of any updated information is available free on request.

Financial Claims Scheme (FCS)

The repayment of deposit funds and interest is not guaranteed. This means that you could lose some or all of your investment, particularly if Macquarie becomes insolvent. If this occurs, you may be entitled to payment under the Financial Claims Scheme (subject to applicable limits).

The Financial Claims Scheme (FCS) is an Australian Government scheme that provides protection and quick access to deposits in banks, building societies and credit unions in the unlikely event that one of these financial institutions fails. Under the FCS, certain deposits are protected up to a limit of \$250,000 for each account holder at any bank, building society, credit union or other authorised deposit-taking institution (ADI) that is incorporated in Australia and authorised by the Australian Prudential Regulation Authority (APRA).

The FCS can only come into effect if it is activated by the Australian Government when an institution fails. Once activated, the FCS will be administered by the Australian Prudential Regulation Authority (APRA). In an FCS scenario, APRA would aim to pay the majority of customers their protected deposits under the Scheme within seven calendar days.

Information on the FCS is available on the FCS website www.fcs.gov.au.

Terms

In this Product Information Statement:

We, our, us, Macquarie means Macquarie Bank Limited.

You, your means you the Cash Account holder(s). Where the context permits it also includes any person carrying out any account transaction on your behalf, for example a person you have given third party access to.

Cash Account means a Macquarie Cash Management Account.

Financial Services Professional means an adviser, accountant, administrator, stockbroker, risk specialist, mortgage broker, intermediary or any person that acts on your behalf in a similar capacity.

Key features and risks at a glance

Key features

Government Guarantee	The Cash Account is a retail deposit with Macquarie and is eligible for coverage under the Australian Government's Financial Claims Scheme (Government Guarantee).
Greater visibility to help you act quickly on investment opportunities as they arise	Your Financial Services Professional can view your Cash Account online and help you act quickly on investment opportunities as they arise. Give your accountant viewing access to your Cash Account so they can download your current and historical transaction reports themselves.
The perfect companion for your self managed super fund (SMSF)	Simplify the extensive administration responsibilities that come with having an SMSF: <ul style="list-style-type: none"> • the Cash Account is an ideal cashflow management system for your SMSF, providing the flexibility and control to help you manage your fund's transactions • all fund transactions appear on one consolidated statement, simplifying super fund accounting, tax returns, end of year auditing and long-term record keeping • download current and up to 10 years' worth of historical statements online • access personalised audit reports online.
Interest	For the current interest rate(s) applicable to you, please visit macquarie.com.au , contact your Financial Services Professional or check your statement. Your interest is calculated daily and paid monthly. Refer to section 5 of the Terms and Conditions for more details.
How do I access my Cash Account?	Manage your cash 24 hours a day, seven days a week ¹ via Electronic Banking (including Online Banking, Mobile Banking or Telephone Banking). With just a couple of clicks you can set up online banking at macquarie.com.au or by downloading the Macquarie Mobile Banking app (IOS or Android), and accepting the <i>Electronic Banking Terms and Conditions</i> .
Authenticator app	The Macquarie Authenticator is a mobile app which provides an extra layer of security that helps protect your account and personal information. The app sends actionable push notifications for you to approve or deny online transactions and account changes, or generate a unique one-time rolling code as an alternative authentication method. You can download the app on the Google Play Store or the App Store.
Deposits	<ul style="list-style-type: none"> • Funds transfers • Direct debits² • BPAY® (Biller code 667022) • Cheque – you can deposit cheques at any branch of the National Australia Bank (NAB) or at Macquarie offices. Refer to <i>Adding to your Cash Account</i> on page 10 for further details.
Withdrawals	<ul style="list-style-type: none"> • Funds transfers • BPAY • Direct debits • Personalised cheque book • Bank cheques³ • Overseas transfers⁴ Refer to <i>How do I withdraw?</i> on page 11 for further details.

¹ While your instructions can be given at any time, transactions will not be effected outside of banking hours.

² Establish a direct debit into your Cash Account via the *Direct Debit Request* form available online.

³ You can request a bank cheque to be drawn on your behalf via the *Withdrawal* form or request a new personalised cheque book by contacting us. Fees may apply.

⁴ We offer overseas transfers via OzForex Limited ABN 65 092 375 703 AFSL 226484. Fees may apply. Register for this service online at ofx.com.au

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App Store is a service mark of Apple Inc. Android and Google Play are trademarks of Google LLC.

Key risks

<p>Authorities on your Cash Account</p>	<p>You can appoint another person or company to have access to and operate your Cash Account by completing the <i>Third Party Authority</i> form available online. Please consider carefully who you appoint as a third party authority on your Cash Account as we may follow their instructions as if they were yours. You will be liable for their transaction requests, including if they result in financial loss. It's important that you understand this risk and what level of access you give to them. Refer to <i>Protecting your money</i> on page 9.</p>
<p>Email and mobile</p>	<p>It is important to keep your contact details such as your mobile and email address up to date with us. We rely on these to provide you with Confirmations, Secure Codes and other authentication processes to verify your identity and provide you with more secure banking services. We will also use your contact details to send notices and information about your account.</p>
<p>Protecting your money</p>	<p>You and your Authorised Users must take all reasonable steps to protect the security of your Cash Account. If there are unauthorised transactions on your Cash Account, in some circumstances you can be liable.</p> <p>⚠ Contact us immediately on 13 31 74 if:</p> <ul style="list-style-type: none"> • your cheque book is lost or stolen • you find an unauthorised transaction • you suspect that someone has gained access to your Secret Code or is using your Secret Code without your authorisation, or • your Secret Code, computer or mobile device becomes lost or stolen. <p>Refer to <i>Protecting your money</i> on page 9 for more information.</p>
<p>Sharing your Cash Account data and information with third parties</p>	<p>We may provide access to or share an electronic copy of your data (account details, balance, transaction history and personal information) with other parties at your or your Financial Services Professional's request. This includes people who work with or for your Financial Services Professional such as accountants, consultants, technology platform owner/operators and others, some of whom may not be in Australia.</p> <p>Please refer to the <i>Privacy Statement</i> on page 7 for more information and speak with your Financial Services Professional if you have questions about how your data may be used, disclosed and/or protected.</p>

Online flexibility and control

Our online Electronic Banking service helps you stay in control of your cashflow 24 hours a day, seven days a week.

- View your available balance and statements online, including your annual tax summary.
- Transfer funds easily to any Australian bank account.⁵
- Setup recurring payments.
- Pay your bills using BPAY.
- Transfer money overseas.
- Download an audit report.
- Update your Cash Account details.⁶

In order to use Electronic Banking, you need to register for access. Before registering for access you should carefully read the *Electronic Banking Terms and Conditions* available on our website at macquarie.com.au/electronic-banking-terms-and-conditions.

They set out some of the Terms and Conditions that apply to your use of Electronic Banking, in addition to the Terms and Conditions in this document.

Together they cover, among other things:

- liability for unauthorised transactions and mistaken payments, and how to notify us of these
- security recommendations for pass codes and equipment

- details about types of transactions you can perform
- suspension and termination provisions.

The first use of any Electronic Banking service will constitute your agreement to the *Electronic Banking Terms and Conditions*.

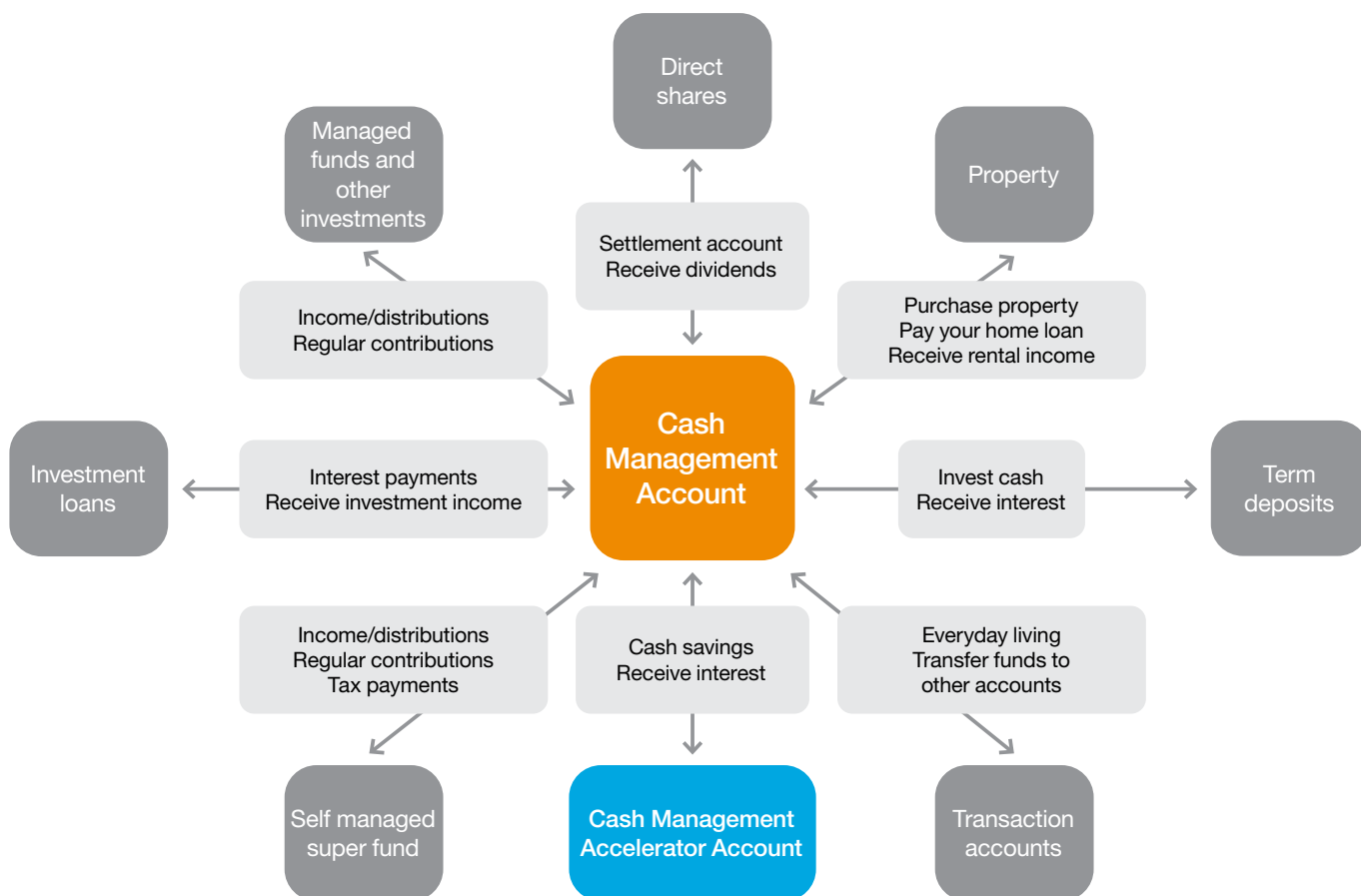
Efficient cashflow management strategies

The Cash Account provides services and reporting tools to make it simple for you and your Financial Services Professional to monitor and manage your cashflow in one central system, which means you may reduce account fees incurred elsewhere. You and your Financial Services Professional can have a comprehensive view of your position and act on investment opportunities immediately.

The centre of your investment portfolio

The one account allows you to move funds in and out within an environment of complete visibility and control.

The Cash Account offers an efficient way to facilitate your investments. With an extensive range of features and services, the Cash Account may be the ideal cash account for consolidating your cash and establishing an efficient cashflow management system.



⁵ Please refer to macquarie.com.au/cma for current limits on transfers.

⁶ You can update your address and contact details (other than your mobile phone number) online.

How do I start?

Opening a Cash Account

To open an Account:

- 1 Read this Product Information Statement and the *Electronic Banking Terms and Conditions* available on [macquarie.com.au/electronic-banking-terms-and-conditions](https://www.macquarie.com.au/electronic-banking-terms-and-conditions) thoroughly.
- 2 If you have not already satisfied our requirements under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*, each Cash Account signatory will also need to provide identification.
- 3 Complete the online application process. Some applicants may be required to provide additional documentation.
- 4 Make your initial deposit by either direct debit or funds transfer.

Who can open a Cash Account?

- Individuals over 14 years old
- Companies
- Incorporated or unincorporated bodies (eg strata bodies corporate, trade unions and sporting associations)
- Trustees for other entities
- Government bodies, and
- Registered co-operatives.

Joint applications

If you open a Cash Account with more than one person, you are all liable jointly and severally for transactions, fees and costs on the Cash Account. All joint Cash Account holders must authorise the application form to set up the Cash Account operating instructions.

Email address and mobile phone number

You must have online access and nominate your personal email address to which we may send you notices about your Cash Account. You must also provide us with your personal Australian mobile phone number so that we can contact you about your Cash Account, including for account security and identification verification purposes.

You will receive a welcome communication with all your personal Login Details including your Macquarie ID for online services.

Residential and postal addresses

Please note we are required to collect a residential address for the Cash Account holder(s).

Your postal address will be used to send cheque books and printed statements, if requested. Regardless of whether you specifically request printed statements or not, electronic statements will be available online and free of charge.

Attorneys

If you are signing under power of attorney, please provide certified copies of your identification (eg driver's licence) with the power of attorney and specimen signature(s) of the attorney(s) if not displayed on the document. We also require a completed *Third Party Authority* form and a completed Macquarie Individuals and Sole Traders Identification form.

Incomplete applications

In cases where your application is incomplete or you have not provided all necessary information in order for us to fulfil our due diligence obligations under applicable anti-money laundering laws, taxation laws, rules and subordinate instruments and/or Macquarie internal policies and procedures, we will be unable to complete the application and will open your Cash Account only when we receive all required information. We will return your deposit to you along with any interest earned on it while it is held by us, within 30 days of receiving it, should we be unable to open your Cash Account within that time (including for any of the above reasons).

Privacy statement

Your privacy is important to us. This statement explains how we will use and disclose your personal information and provides information about your privacy rights.

We may collect, hold, use and disclose personal information about you. We do this to:

- a. process your application, administer and manage the products and services sought by and provided to you, monitor, audit and evaluate those products and services, model and test data, communicate with and market to you, and deal with any complaints or enquiries
- b. monitor transactional patterns on your Cash Account(s) that may materially affect your ability to meet your obligations under any credit facilities you hold with us.

You consent to us collating basic Cash Account information such as transactional patterns, payment facility preferences, and general banking requirements, the details of which may be de-identified and used to prepare benchmarking statistics and reports on industry trends for dissemination to you and our other clients in your industry sector.

We collect and record personal information through our interactions with you, including by telephone, email or online. We may also collect personal information from public sources and third parties including information brokers and our service providers.

Without this information, we may not be able to process your application or provide you with an appropriate level of service.

Where you provide us with personal information about someone else you must first ensure that you have obtained their consent to provide their personal information to us based on this Privacy Statement.

We are required or authorised to collect your personal information under various applicable laws including the Anti-Money Laundering and Counter-Terrorism Financing Act, Taxation Administration Act, Income Tax Assessment Act, Corporations Act and the Foreign Account Tax Compliance Act (US), the Common Reporting Standards and any similar law of any country, and any related laws designed to implement those laws in Australia.

Disclosure of your information

We may exchange your personal information (including account and transaction information) with other companies in the Macquarie Group, our credit reporting and debt collection agencies, other financial institutions (such as banks), your authorised agents, advisers and accountants and our service providers which are described further in our Privacy Policy. For example, we may disclose to other companies in the Macquarie Group information necessary to enable an assessment of your total liabilities to us and that company.

We may also disclose personal information (including Cash Account and transaction information) to regulatory authorities (eg tax authorities in Australia and overseas) in connection with their lawful information requests or to meet our legal obligations in any relevant jurisdiction.

In providing you with our services, we may also disclose and exchange personal information with third parties that operate outside of Australia (this includes locations in India, the Philippines and the countries specified in our Privacy Policy). Where this occurs, we take steps to protect personal information against misuse or loss.

You consent to us providing a banker's opinion or banker's reference to any other bank or financial institution, or to any third party from whom we receive a request for an opinion or reference about you at any time.

Marketing

We and other companies in the Macquarie Group may use your personal information to contact you on an ongoing basis by telephone, electronic messages (like email), online and other means to offer you products or services that may be of interest to you, including offers of banking, financial, advisory, investment, insurance and funds management services, unless you change your marketing preferences by telephoning us or visiting [macquarie.com.au/optout-bfs](https://www.macquarie.com.au/optout-bfs).

Your rights and further details

Under the Privacy Act, you may request access to your personal information that we hold. You can contact us to make such a request or for any other reason relating to the privacy of your personal information by telephoning us on 1800 806 310 or emailing privacy@macquarie.com. Please mark communications to the attention of our Privacy Officer.

You may also request a copy of our Privacy Policy which contains further details about our handling of personal information, including how you may access or update your personal information and how we deal with your concerns. The Privacy Policy can be found via macquarie.com.au.

Access to and sharing of your data

We may at your or your Financial Services Professional's request:

- provide your Financial Services Professional and other people working in or for their organisation (Associates) with access to your Cash Account data, including your account details, balance, transaction history and personal information (Data), and
- share an electronic copy of your Data with third party service providers used by you, or your Financial Services Professional in support of their operations, including accountants, consultants, or technology platform owner/operators or others (Third Parties).

Some of these people may be situated outside of Australia.

It is important that you understand that we have no direct control over, nor responsibility for, how your Financial Services Professional, their Associates or Third Parties will use, disclose or protect your Data. If you have questions about this, we recommend that you speak with your Financial Services Professional.

We may suspend or terminate any access to or sharing of your Data we directly provide to a person for any reasonable cause without notice, but your historical Data may continue to be accessed by your Financial Services Professional and their Associates after closure. If you would like us to stop any direct access to Data we provide to your Financial Services Professional or their Associates, or stop sharing your Data with any Third Parties to whom we share it directly, contact us on 1800 806 310.

Protecting your money

We are committed to providing a safe and secure environment to protect your personal information and privacy.

When conducting your online banking with us, we provide you with peace of mind knowing that we will protect you against losses for unauthorised fraudulent transactions where you have not contributed to the loss. Macquarie works closely with law enforcement agencies to ensure fraud matters are handled with proper care and due diligence.

However it is very important that you also take steps to protect your personal information and money. Our Security and Fraud statement available online at [macquarie.com.au/security-and-fraud](https://www.macquarie.com.au/security-and-fraud) provides information on the common types of fraud and steps you can take to help protect yourself against fraud and unauthorised transactions.

Authorising a third party to access your Cash Account

Please consider carefully who you appoint with authority on your Cash Account, and the level of their authority, as we may follow their instructions as if they were yours. You will be liable for their transaction requests, including if they result in financial loss. It's important that you understand this risk and the level of access you give to them.

Refer to the Terms and Conditions, including section 7.

Keep your Cash Account details and cheques secure

⚠ Please be careful! There is a risk that fraudulent electronic withdrawal requests can be made by someone who has access to your Cash Account number, your signature or your Login Details. From time to time we may verify these requests with you and reserve the right to deny the request.

To protect your Secret Codes you and your Authorised Users should comply with the Security Guidelines set out in clause 11.6 to 11.10 of the Terms and Conditions.

Keep your cheques secure – treat your cheque book like cash.

Don't pre-sign cheques or leave any gaps in the completion of the payee name, amount in words or in figures. Endorse cheques "not negotiable" where possible.

Equipment security

You and your Authorised Users must take all reasonable steps to protect the security of your respective computer hardware and software, and Mobile Devices. "Reasonable steps" are detailed in clause 11.1 of the Terms and Conditions.

Authentication

In addition to taking the "reasonable steps" set out in section 11 (Security) of the Terms and Conditions, we recommend you consider adopting two-factor authentication, often referred to as "2FA". It is an authentication process which gives you an extra layer of protection on your online accounts. When logging in or processing some transactions, you'll be asked to verify your identity through another mechanism such as the requirement to input an SMS Code or a push notification to your Mobile Device. Macquarie has launched Macquarie Authenticator, which can be

downloaded to your Mobile Device and utilises push notifications to verify you and your transactions. You can use a PIN code, biometric such as facial or fingerprint recognition (if supported by your mobile device) or a rolling code that can be used whilst travelling overseas where you may not have phone service to receive an SMS.

Macquarie Authenticator

Macquarie Authenticator is an app to help you seamlessly and securely verify transactions using actionable push notifications.

It is faster and easier to use than SMS, and it works more seamlessly when you're travelling overseas as it's connected to your device, not your phone number.

Download the Macquarie Authenticator app from the Google Play Store or the App Store.

Comply with enhanced security measures

For certain activities on your Cash Account, you or an Authorised User may be asked to comply with our enhanced security measures which provide an additional layer of security to protect you and us from unauthorised transactions and fraud. Refer to section 11 of the Terms and Conditions for more information.

If they occur, you can be liable for unauthorised transactions in certain circumstances

Please check the transactions on your Cash Account carefully. If you suspect any error or unauthorised transaction please promptly notify us.

Maintaining the security of your Cash Account access including Secret Code, cheque book and equipment you use to access your Cash Account, and informing us as soon as security has been compromised, is very important because if there are unauthorised transactions on your Cash Account, in some circumstances you can be liable, including where:

- you have not taken reasonable steps to maintain security of your computer hardware or software, or Mobile Device
- you breach the Security Guidelines in clause 11.6 to 11.10 of the Terms and Conditions
- you have contributed to the loss through fraud
- there's been extreme carelessness in failing to protect the security of Secret Codes, or
- you unreasonably delay notifying us after becoming aware of the loss, theft or unauthorised use of your cheque book, or a breach of the security of your Secret Code or Mobile Device.

Your liability will be determined under section 12 and 13 of the Terms and Conditions and any applicable codes of practice to which we subscribe.

⚠ Contact us immediately on 13 31 74 if:

- you find an unauthorised transaction
- you suspect that someone has gained access to your Secret Code or is using your Secret Code without your authorisation
- your Secret Code, computer or Mobile Device becomes lost or stolen, or
- your cheque book is lost or stolen or you suspect an unauthorised cheque transaction.

Adding to your Cash Account

There are a number of convenient ways to add to your Cash Account.

Direct debits

Use this facility to easily set up automatic regular deposits into your Cash Account from external accounts in the same name.

Direct debits can be set up for a specific period or continued indefinitely and you have a choice of frequency – once-off, weekly, monthly, quarterly, half-yearly or yearly.

To establish a direct debit for deposits into your Cash Account from an account with another financial institution simply complete the *Direct Debit Request* form available online. To reduce or cancel a Direct Debit, you or your Financial Service Professional can simply contact us on 1800 806 310.

Depositing your dividends and other income

Have your dividends and other income such as pensions, unit trust distributions and interest paid directly into your Cash Account. There is no minimum amount for these electronic deposits, after you have opened your Cash Account.

You cannot deposit cash (notes and coins) or third party cheques (a cheque that is not made payable to the account name it is being deposited to) into your Cash Account.

BPAY

To send funds to your Cash Account via BPAY, contact the financial institution holding the funds, which must be a BPAY payer. Using your Electronic Banking service, enter the following numbers:

- Biller code – 667022
- Reference number – your Cash Account number

Please note: BPAY deposits take up to three Business Days to clear.

Paying into your Cash Account

You can transfer funds into your Cash Account from other financial institutions by requesting them to transfer funds on your behalf and giving them your Cash Account details (BSB, account name and account number).

Depositing cheques

You can be provided with a personalised deposit book by contacting us. If you have used all of the deposit slips in your deposit book, a new deposit book will be issued upon request. Fees and charges may apply. You can access deposit slips online free of charge.

You can deposit cheques at a Macquarie branch. All Cheques must be made payable to the Cash Account holder (or one of the Cash Account holders if there is more than one).

Deposits through National Australia Bank (NAB)

You can deposit cheques at any participating NAB branch. Cheques must be in Australian dollars (AUD).

NAB does not accept cash deposits or third party cheques on our behalf. Accepted cheques take three Business Days to clear.

Please do not use the Express Cheque Deposit facility at NAB branches.

Deposits from overseas banks

Transfers organised via an overseas bank

You can transfer funds to your Cash Account from overseas in Australian dollars (AUD), or by bank draft in AUD. When sending in funds transfers please instruct the sending bank to quote our SWIFT code:

MACQAU2S XXX

Forms are
available
online.

How do I withdraw?

The Cash Account offers a range of options which enable you to access your funds quickly and easily online.

Electronic Banking

Macquarie Electronic Banking allows you to:

- transfer funds to any Australian bank account up to a set limit per Business Day by entering the account number and BSB online
- use BPAY to make payments. BPAY limits can vary between financial institutions, you should check the limits before making a payment
- set up once-off or recurring payments and maintain scheduled payments.

When available, you can also authorise your Financial Services Professional to initiate online withdrawals from your Cash Account to an externally linked bank or building society account as nominated by you on your application form.

All this can be done 24 hours a day, seven days a week. Simply visit macquarie.com.au to register, accept the *Electronic Banking Terms and Conditions*, and log in. While your instructions can be given at any time, transactions will not be effected outside of cut off times. Refer to the *Lodgement and processing times* section for details.

Get started with Macquarie Authenticator

1. Download the Macquarie Authenticator app from your App Store.
2. Tap the plus icon to add your account(s). You'll be prompted to enter your Macquarie ID and password.
Once you accept the Terms and Conditions you will receive a secure code to your registered mobile number for verification.
3. You're ready to start using Macquarie Authenticator. Log into your app or online banking account and transact as you normally would.

Telephone Banking 13 32 75

Telephone Banking offers quick and easy access to your account over the phone. It allows you to pay your bills with BPAY and transfer funds to nominated account(s). Telephone Banking is available 24 hours a day, seven days a week.

Simply enter your Macquarie ID and PIN, and Telephone Banking guides you through the selections with simple instructions. While your instructions can be given at any time, transactions will not be effected outside of cut off times.

Other withdrawals

Fees and charges may apply to certain non electronic withdrawal requests made by you. Please note that we do not allow cash withdrawals from your Cash Account.

Refer to macquarie.com.au/cma for details.

Adviser Initiated Payments

This is an Electronic Banking service provided by us that enables your Financial Services Professional to initiate and complete payments from your Cash Account when required, with your consent, via the use of a Secure Code we send to you which must be provided to them verbally.

Refer to section 7.20 of the Terms and Conditions for more details.

Recurring payments

You can set up a funds transfer to make the same payment each week, fortnight, month or quarter, such as a mortgage repayment. Payments can be easily set up and maintained online through Electronic Banking. Alternatively, please complete a *Recurring Payment Authority* form available online.

Refer to the *Lodgement and processing times* section for more information.

Direct debit requests

You can authorise a person or organisation to withdraw from your Cash Account to arrange payment for expenses such as credit cards and other bills. To arrange this you will need to contact the receiving institution.

Using your cheque book

You can order a cheque book by contacting us. Fees and charges may apply.

If you require the funds to be cleared prior to the standard three Business Days you may do so by requesting a special clearance on the day of deposit.

What is the effect of crossing a cheque?

Crossing a cheque means drawing two parallel lines across the face of the cheque. When you cross a cheque, you are telling the bank that the cheque must be paid into an account with a financial institution and not cashed.

What is the meaning of "not negotiable"?

The words "not negotiable" between two parallel lines across the face of a cheque protects the true owner of a lost or stolen cheque. The effect is that, where the cheque is transferred, the person who ultimately obtained the cheque has no greater rights than the person who transferred it. For example, if your cheque has been stolen and passed by a thief to an innocent person, you will be able to recover the amount paid on your cheque from the innocent person (or the thief if they are found) – this is because the thief has no rights to the cheque and therefore has passed no rights to the innocent person.

What is the meaning of “account payee only”?

These words on a cheque are a warning to a financial institution with which the cheque is deposited that the cheque should be paid only to the person named in the cheque as payee.

What is the significance of deleting “or bearer”?

The words “or bearer” mean that (except in the case where the cheque is crossed and must be collected by a financial institution) the financial institution on which the cheque is drawn has authority to pay it to any person in possession of it (even if that person found it or bought it) unless the financial institution has reason to suspect that the cheque might have fallen into the wrong hands. If you delete these words, the cheque becomes an “order” cheque.

If a cheque is an “order” cheque then (except in cases where the cheque is crossed and must therefore be collected by a financial institution) the financial institution on which the cheque is drawn should only pay it:

- a. to the named payee, or
- b. to any other person to whom the named payee, by endorsing the cheque on the reverse side, has ordered it to be paid.

When you fill out a cheque you need to do so carefully so it can't be subsequently altered easily by someone else.

Refer to the *Lodgement and processing times* section for details.

Bank cheques

To organise a bank cheque from your Cash Account payable to another party you can contact us or complete the *Withdrawal* form available online.

Cash Account closure


You can ask us to close your Cash Account at any time by contacting us (conditions apply) or sending us a request in writing.

We may close your Cash Account in certain circumstances, please refer to section 22 of the Terms and Conditions for more information.

If we close your Cash Account, we will pay you the remaining balance of your Cash Account along with any accrued interest payable to you after all transactions and fees and charges have been debited to your Cash Account.

If your Cash Account is closed, you will be liable for any transactions that were not processed, or that occur after the Cash Account is closed. You are also liable for any unpaid fees or other costs associated with your Cash Account.

If your Cash Account is closed, make sure you notify anyone who either directly debits or credits your Cash Account.



To contact us call
1800 806 310
or email [transact@
macquarie.com](mailto:transact@macquarie.com)

How do I access information on my Cash Account?

You can access information relating to your Cash Account 24-hours a day using Electronic Banking.

Statements

You can view and print your statements online. Statements are made available on a half-yearly basis, or more frequently if requested. You can also choose to receive printed statements (fees and charges apply). Please refer to macquarie.com.au/cma for details.

You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us. If you have any queries on transactions included in your statement please contact us.

Up to 10 years
of historical
statements can be
accessed online as
long as your account
is open.

Telephone recording policy

You should be aware that we may record all of our phone conversations with you and your Financial Services Professional relating to your Cash Account. By applying for a Cash Account, you consent to this recording and its use (or any transcript of the recording) in any proceedings that may be commenced in connection with your Cash Account and you acknowledge that we are not obliged to maintain copies of such recordings or transcripts for your benefit. When calling, please let us know if you do not want your conversation to be recorded.

Complaints

We have procedures in place to properly consider and deal with any complaints within 45 days of receipt. If you are not satisfied with our response to your complaint, then you can ask our Customer Advocate to review your matter.

The Customer Advocate

Macquarie Bank Limited
GPO Box 4294
Sydney NSW 1164
Telephone: 1800 898 307
Email: customeradvocate@macquarie.com

We are a member of the Australian Financial Complaints Authority (AFCA). AFCA provides independent financial services complaint resolution that is free to consumers.

Contact **AFCA** and make a complaint at the following address, quoting **membership number 10019**:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
Telephone: 1800 931 678 (free call)
Email: info@afca.org.au
Website: www.afca.org.au

Lodgement and processing times

Fees, charges and transaction account limits

Please refer to macquarie.com.au/cma for current information in relation to fees, charges and transaction account limits.

Lodgement times

Valid transaction requests must be submitted by the below lodgement times to allow for same day processing.

We may not be able to process any requests that are unclear, incomplete or require additional information on the same day.

Lodgement times	Sydney time
Bank cheque requests: submitted by	9.00am
collect cheques after	11.30am
submitted by	12 noon
collect cheques after	2.30pm
Non electronic withdrawal requests ⁷	2.00pm
All other non electronic withdrawal requests (including same day transfers)	12 noon
Bank transfer requests received online	5.00pm
BPAY requests received online	5.00pm
Overseas funds transfers	12 noon
Cheque deposit ⁸	4.00pm

Processing times⁹

Immediate funds transfer and BPAY payment processing times (this does not include non electronic withdrawal requests)

Generally, a request will be processed as outlined in the table below:

Time instruction received by us	Funds transfer – time processed by us	BPAY payment – treated as received by Biller
Before 5pm on a Business Day	The same Business Day	The same Business Day
After 5pm on a Business Day	The next Business Day	The next Business Day
On a non-Business Day	The next Business Day	The next Business Day

Scheduled funds transfers and BPAY payment processing times

Scheduled funds transfer and BPAY payments will be debited to and processed from your Cash Account as outlined in the table below:

When the funds transfer/payment is scheduled for	Funds transfer – time processed by us	BPAY payment – treated as received by Biller
Business Day	On the same day	On the same day
Non-Business Day	The previous Business Day	The following Business Day

Scheduled funds transfers and BPAY payments may be altered or cancelled before the scheduled date (see below for details of applicable cut off times).

Modification cut off times

The following cut off times apply to modification of scheduled funds transfer and BPAY payments the business day before the payment is due.

Funds transfer	BPAY payment
11.00pm	11.00pm

Cancellation cut off times

The following cut off times apply to cancellation of scheduled funds transfer and BPAY payments the business day before the payment is due.

Funds transfer	BPAY payment
11.00pm	11.00pm

Processing deposits

Deposits lodged at Macquarie by 4.00pm (Sydney time) on a Business Day usually start earning interest that day. Deposits received after 4.00pm will be processed on the following Business Day, subject to any delays for inactive accounts.

Delays

A delay might occur in the processing of a transactions including where:

- there is a public or a bank holiday on the day, or on the day after, you or an Authorised User provide instructions or tell us to make the transaction
- we need to verify that the transaction is adequately authorised
- if your Cash Account has been inactive for an extended period of time. You may be unable to initiate a withdrawal transaction via Electronic Banking without contacting us first by phone, or
- another participant of the BPAY Scheme is not complying with its obligations, or there is a system malfunction.

We will use reasonable endeavours to correct such delay however the record date of your transaction may differ to the date you expect. **Please allow additional time to complete your payment instructions and/or to clear deposited funds in these circumstances.**

⁷ Non electronic withdrawal requests that are bank transfers, normally reach clients' accounts the following Business Day. Bank transfers (excluding BPAY) to Building Societies and Credit Unions may take up to 48 hours.

⁸ Clearance time on cheque deposits is three Business Days.

⁹ All of the times in this section refer to Sydney time.

Terms and Conditions

These Terms and Conditions apply to the operation and features of the Cash Account, subject to the relevant provisions of the *Banking Code of Practice* adopted by Macquarie Bank Limited.¹⁰

1. Definitions

Capitalised terms used in these Terms and Conditions and in this Product Information Statement have the following meanings unless otherwise stated:

- 1.1 **ADI** means any bank, building society, credit union or other authorised deposit-taking institution within the meaning of the *Banking Act 1959* (Cth).
- 1.2 **Adviser Initiated Payments** is an Electronic Banking service provided by us that enables an Authorised User to initiate and complete a Payment from your Cash Account on your behalf, with your consent, via the use of a Secure Code, which must be provided verbally to your Authorised User.
- 1.3 **Authorised User** means a person authorised by you to access and/or transact on your Cash Account(s) in accordance with these Terms and Conditions.
- 1.4 **Biller** means an organisation which tells you that you can make payments to them through the BPAY Scheme.
- 1.5 **BPAY Scheme** means a service which allows payments to be made electronically to Billers.
- 1.6 **Business Day** means every weekday except for Australian national public holidays.
- 1.7 **Cash Account** means a Macquarie Cash Management Account.
- 1.8 **Confirmation** means an email, SMS, push notification or other digital confirmation sent to your Mobile Device by us.
- 1.9 **Destination Cash Account** means the bank account with the BSB and account number into which the Payment, the subject of the Adviser Initiated Payment, is to be transferred.
- 1.10 **Electronic Banking** means all or any of Online Banking, Mobile Banking and Telephone Banking as relevant.
- 1.11 **Financial Services Professional** means an adviser, accountant, administrator, stockbroker, risk specialist, mortgage broker, intermediary or any person that acts on your behalf in a similar capacity.
- 1.12 **Lodgement time** means the time by which payments and deposits need to be made on a Business Day.
- 1.13 **Login Details** means the user information necessary to access your Cash Account or information about your Cash Account electronically. Login Details include, without limitation your Macquarie ID and any Secret Codes required to access Electronic Banking services.
- 1.14 **Macquarie ID** is a unique code allocated to you or an Authorised User by us which identifies you or the Authorised User and when used in conjunction with a Secret Code provides access to Electronic Banking.
- 1.15 **Macquarie Group** refers to Macquarie Bank Limited and its related entities.
- 1.16 **Mistaken Internet Payment** means a Pay Anyone Payment where the funds are paid into the account of an unintended recipient because a BSB, account number and/or other identifier that does not belong to the intended recipient was entered as a result of:
 - you or an Authorised User's error, or
 - you or an Authorised User being advised of the wrong BSB, account number and/or other identifier.
- 1.17 **Mobile Banking** means Macquarie's secure mobile banking service that allows you (and certain third parties authorised by you in accordance with these Terms and Conditions to access certain banking services through a smartphone application on compatible mobile phones or personal electronic devices.
- 1.18 **Mobile Device** means a mobile phone or another type of personal electronic device which is able to access Mobile Banking.
- 1.19 **Online Banking** means Macquarie's secure online banking services, Macquarie Online.
- 1.20 **Password** means a security password which is issued by us, or selected by you or an Authorised User which enables access to Electronic Banking.
- 1.21 **Pay Anyone Payment** means a payment that can be made through Online Banking and Mobile Banking which is processed via direct entry involving the transfer of funds from a Cash Account to another person's account held with Macquarie, or to an account held by you or another person with another ADI.
- 1.22 **Payment** means a payment of any type including by BPAY, funds transfer, Scheduled Funds Transfer, Pay Anyone or by any other method allowed by Macquarie from time to time.
- 1.23 **PIN** means the optional four-digit code you or an Authorised User select to access either Telephone Banking or Mobile Banking.
- 1.24 **Recipient** means any person or entity who receives a payment by any payment method, including BPAY billers and people receiving money from you by funds transfer or Pay Anyone.

¹⁰ This is a banking service to which the Banking Code of Practice ('BCOP') applies. The BCOP is an industry code which sets standards of good banking conduct for banks, their staff and their representatives. The BCOP applies to these Terms and Conditions if you are an individual or a small business (as defined in the BCOP).

- 1.25 **Scheduled Funds Transfer** means a funds transfer on a future date, including on a recurring basis.
- 1.26 **Secret Code** means individually and collectively any Login Details which we require you or an Authorised User to keep secret, including any Password, PIN or SMS Code.
- 1.27 **Secure Code** means a code we send by SMS to your mobile phone for you to provide consent and authorisation of a Payment from your Cash Account initiated by your Authorised User via Adviser Initiated Payments.
- 1.28 **SMS** means a service of sending short messages to a Mobile Device.
- 1.29 **SMS Code** means a code we send by SMS to your or your Authorised User's Mobile Device.
- 1.30 **Telephone Banking** means Macquarie's telephone banking services.
- 1.31 **Third Party Website** means a website relating to a product or service which is not our product or service, but which may be displayed and accessible through Online Banking or Mobile Banking.
- 1.32 **We, our, us** or **Macquarie** refers to Macquarie Bank Limited.
- 1.33 **Withdrawal** means any withdrawal of funds from your Cash Account.
- 1.34 **You** means you the Cash Account holder(s). Where the context permits it also includes any person carrying out any Cash Account transaction on your behalf, for example a person to whom you have given third party access.

2. Variations

We may change these Terms and Conditions and the other information contained in the *Macquarie Cash Management Account Product Information Statement* in our reasonable discretion at any time. The minimum notice for any variations to your Cash Account is set out in the below table.

3. Joint accounts

- 3.1 If you open a Cash Account with more than one person, all joint Cash Account holders must authorise the application form to set up the Cash Account operating instructions. For the operating instructions on the Cash Account, we will only accept, 'any one of us to sign' or 'any two of us to sign'.
- 3.2 All joint holders of the Cash Account are liable jointly and severally for transactions, fees and costs on the Cash Account.
- 3.3 Should you wish to alter the Cash Account operating instructions in the future, you must notify us in writing, in accordance with the signing instructions of your Cash Account.
- 3.4 We may accept a cheque into a joint account which is payable to any one or more of the joint Cash Account holders.
- 3.5 If there is a dispute about the authority to operate the Cash Account, we reserve the right to permit operation on the Cash Account only when all joint Cash Account holders have authorised the instruction.
- 3.6 When a Cash Account is held in joint names and one Cash Account holder dies, the credit balance in the Cash Account will be treated as owing to the surviving Cash Account holder(s).

Variations		
Minimum notice	Days	Method of notice
Introduce a new fee or charge, including but not limited to a fee relating to the use of Electronic Banking (other than a government charge payable directly or indirectly by you)	30	In writing or electronically
Increase a fee or charge (other than a government charge)	30	In writing, electronically, by press advertisement or in any other way permitted by law
Change the method by which interest is calculated	30	In writing or electronically
Change the frequency with which interest is debited or credited	30	In writing or electronically
Change to any other term or condition (apart from the introduction or variation of a government charge payable directly or indirectly by you)	No later than day of change	In writing, electronically, by press advertisement or in any other way permitted by law
Change increasing your liability for losses relating to transactions conducted via Electronic Banking	30 days	In writing or electronically
Impose, remove or adjust a daily or other periodical transaction limit that applies to the use of Electronic Banking	30 days	In writing or electronically
Government charges	In advance of the change or as soon as practicable after, unless the change has been publicised by the Government	In writing, electronically or by press advertisement

4. Sufficient funds

- 4.1 You will not be able to settle trades unless cleared funds are in your Cash Account.
- 4.2 Where you specify a future date for a Withdrawal, we may decline any other Withdrawal request that would leave insufficient funds to cover those obligations.
- 4.3 We may not accept transfer or payment instructions from you if the funds in your Cash Account available for Withdrawal are insufficient to cover the amount to be transferred.
- 4.4 We may dishonour any Withdrawal, if there are insufficient funds in your Cash Account at the time of Withdrawal. We may determine the order of priority of monies paid.

5. Interest, fees and charges

Interest

- 5.1 Interest is calculated by dividing the current interest rate by the number of days in the year (365 or 366 in a leap year) and multiplying by the daily closing balance, which is the credit balance of your Cash Account at the end of a day.
- 5.2 Where we tell you that stepped interest applies to your Cash Account, the interest earned is calculated according to the sum of the daily closing balance within each applicable step (depending on the amount in Account) multiplied by the interest rate applicable to that step divided by the number of days in the year.
- 5.3 If your Cash Account was set up by a Financial Services Professional, any additional interest applicable to you will apply across each step in accordance with this clause 5, unless noted otherwise.
- 5.4 Interest is calculated on Business Days for that day and all days up to the next Business Day, including any days belonging to the next month. The calculated interest for these days are added, and then rounded up or down, subject to clause 5.3, and accrued until payment.
- 5.5 Interest accruals are rounded up or down to the nearest cent:
 - 0.5 cent or more is rounded up, and
 - less than 0.5 cent is rounded down.
- 5.6 All interest payments will be paid on the last Business Day of the month for all interest accrued for that month.
- 5.7 All interest rates we offer are variable and we may, acting reasonably and subject to law, change the interest rate(s) applicable on any individual Cash Account from time to time.

Fees and charges

- 5.8 We will debit your Cash Account all fees and charges applicable to the account as set out macquarie.com.au/cma or as notified to you by us from time to time.
- 5.9 We may adjust debits and credits to your Cash Account, and the balance or interest accrued on your Cash Account, in order to accurately reflect your and our legal obligations (for example, because of an error or because a deposited cheque or a direct debit payment is dishonoured).

- 5.10 We may deduct from your Cash Account any taxes which are introduced or become applicable to your Cash Account after commencement.
- 5.11 We may change (acting reasonably) the fees or charges from time to time (including introducing new fees and charges, or changing the way fees and charges are calculated or debited to your Cash Account). There is no maximum limit for the amount of fees and charges we may impose, however any such charges will be decided at our reasonable discretion. If any law regulates such a change we will only make the change to the extent permitted by, and subject to, the requirements of that law.
- 5.12 Any failure by us to charge a fee shall not constitute a waiver of that fee or the right to charge that fee in the future.

6. Instructions

- 6.1 Macquarie may, in its absolute discretion accept and refuse Cash Account instructions, verbal, written or other electronic requests as Macquarie determines from time to time.
- 6.2 You acknowledge that Macquarie is entitled to rely on, and you will be liable for, any instructions which are received electronically, which appear to have been duly authorised by you. By providing instructions in this way you acknowledge there is an increased risk of fraud, you release us from, and agree to reimburse us for, any losses and liabilities arising from any payment or action we make in this respect, provided we have acted reasonably but without fraud and negligence.
- 6.3 We reserve the right to add further requirements at any time where we consider these to be reasonably necessary to protect your Cash Account.
- 6.4 You authorise and direct us to act on any instructions given to us by a user or a person using your Login Details and you are liable for any such instructions. We may reasonably delay acting on, or may ask you for further information before acting on, an instruction.
- 6.5 You authorise us to accept any instruction that has not been cancelled by you and notified to us prior to us acting on that instruction.

! **Please be careful!** There is a risk that fraudulent electronic withdrawal requests can be made by someone who has access to your Cash Account number, your signature or your Login Details. From time to time we may verify these requests with you and reserve the right to deny the request.

7. Authorising a third party to access your Cash Account

We offer a facility where you may authorise a company, firm or another person to have access to or withdraw from your Cash Account. You can revoke these authorities at any time by contacting us on 1800 806 310. We will update this in accordance with the signing instructions on your Cash Account.

There are six types of authority:

- Enquiry Authority
- Fee Authority
- Tax Payment Authority
- General Withdrawal Authority
- Authorised Signatory, and
- Limited Third Party Authority.

The rights and obligations attaching to each level of authority are described in these Terms and Conditions.

! Please consider carefully who you appoint as a third party authority on your Cash Account as we may follow their instructions as if they were yours. It is important that you understand this risk and carefully consider what level of authority you give to them.

General terms which apply to all levels of third party authority

- 7.1 Only you may appoint a third party to withdraw from your Cash Account.
- 7.2 If you appoint a third party to withdraw from your Cash Account they will automatically be able to enquire on your Cash Account also.
- 7.3 We can impose conditions at any time (acting reasonably).
- 7.4 You acknowledge and agree that these terms apply to the third party you appoint in the same way that they apply to you. You must ensure that every third party that you give authority in respect of your Cash Account has read and complies with these terms.
- 7.5 You will be in breach of these terms if any third party that you give authority does not comply with these terms.
- 7.6 This authority takes effect on the date when we amend our records to note the appointment of the third party. This continues until we cancel it or you cancel it by contacting us. Cancellation takes effect on the date when we amend our records to note the change.
- 7.7 We will notify you if we cancel the appointment of a third party.
- 7.8 We will cancel the authority given to a third party if we are notified of the death, bankruptcy or loss of capacity of either you or the third party.
- 7.9 Third parties cannot set up direct debits on your Cash Account or, subject to clause 7.10, give other third parties access or authority on your Cash Account.

- 7.10 Where you give authority to a company or firm:
 - a. the company or firm will give us details of people who can transact on its behalf
 - b. you acknowledge and agree that the company or firm may do this and the people they nominate can access your Cash Account according to the authority you have given to the company or firm
 - c. we will only act on Withdrawal requests from the company or firm, if the person requesting the Withdrawal has been nominated by it in accordance with our procedures, and
 - d. the company or firm must contact us if any nominated person no longer has authority. If you change adviser or cease using one, you should ensure you contact us immediately to cancel their authority. Otherwise, they may still be able to operate your Cash Account.
- 7.11 You acknowledge and agree that if the third party appointed by you does not comply with these terms, we may unilaterally cancel the person's authorisation, suspend, freeze or block your Cash Account.
- 7.12 You release us from all claims and liabilities in relation to your Cash Account resulting from the appointment of any third party, including your Financial Services Professional or any person nominated by them, as well as their use of Adviser Initiated Payments.
- 7.13 However we remain liable for any loss or liability which:
 - a. arises as a result of our negligence, or
 - b. by operation of law we cannot exclude.

Terms relating to each of the levels of authority

- 7.14 **Enquiry Authority**
 - a. You authorise the third party to have access to information about your Cash Account.
 - b. Enquiry Authority does not allow the third party to make Withdrawals from your Cash Account, make changes to your Cash Account details, close your Cash Account or enable the use of your cheque book.
- 7.15 **Fee Authority**

You authorise your Financial Services Professional to withdraw their fees from your Cash Account. Where you choose to grant this level of authority, we recommend you regularly check your statement of advice, fee disclosure statement or other documentation that sets out your fee arrangement with your Financial Services Professional to ensure the correct amounts are being withdrawn.
- 7.16 **Tax Payment Authority**

You authorise the third party to withdraw funds from your Cash Account to make payments on your behalf directly to the Australian Taxation Office (ATO).
- 7.17 **General Withdrawal Authority**
 - a. You authorise the third party to make payments and Withdrawals in accordance with the terms set out under 'Fee Authority' and 'Government/Tax Payment Authority' above.
 - b. In addition, you authorise the third party to make payments and Withdrawals for any purpose.

- c. General Withdrawal Authority does not authorise the third party to make any changes to your Cash Account details, close your Cash Account or enable the use of your cheque book.
- d. Your Financial Services Professional reserves the right to hold funds from the time the order is placed or the time of execution to settle trades.

7.18 Authorised Signatory

- a. You authorise the third party to make payments and Withdrawals according to the General Withdrawal Authority terms above.
- b. In addition, this authority also allows the third party to use your cheque book, change your Cash Account details (subject to the signing instruction) and to close your Cash Account. This authority does not allow the authorised signatory to appoint other authorised signatories. We only allow Financial Service Professionals to be appointed as an Authorised Signatory in limited circumstances, and we reserve the right to remove such access from Financial Service Professionals in our absolute discretion.

7.19 Limited Third Party Authority

- a. You authorise the third party to have access to information about your Cash Account.
- b. You authorise the third party to establish a new Macquarie Bank Term Deposit in the same name as your Cash Account and funds will be debited from your Cash Account.
- c. Your authorised third party cannot otherwise transact, change details on your Cash Account, use your cheque book, or close your Cash Account.

7.20 Adviser Initiated Payments

Adviser Initiated Payments is a digital solution to enable your Financial Services Professional to initiate Payments on your behalf. You must provide a verbal authorisation of the Payment. Once you provide the Secure Code to your Financial Services Professional, they become an Authorised User on this transaction.

- a. When your Financial Services Professional requests a Payment on your Cash Account, we will send you a Secure Code via SMS to the mobile number you provide to us.
- b. It is your responsibility to ensure that your mobile number that you provide us is kept up to date.
- c. Where you provide the Secure Code to your Financial Services Professional, you consent to the Payment being made to the Destination Cash Account.
- d. If the Secure Code inputted by your Financial Services Professional matches the Secure Code that we have provided, then the Payment will be completed.
- e. We will provide you or a person you authorised with Confirmation of the authorised Payment. Please be aware of any contact details attached to the Cash Account as they will all receive this confirmation.
- f. Where an Adviser Initiated Payment is a Scheduled Funds Transfer, it will remain in effect until it is revoked or otherwise terminated by you, your Financial Services Professional or by us.

7.21 Bulk transacting by a Financial Services Professional

Bulk transacting is an administration tool we provide to your Financial Services Professional. The tool helps them efficiently collect fees and make bulk payments from multiple Cash Accounts that they or various Financial Services Professionals working for the same firm may have with us. We only permit this tool where you have provided the required level of authority over your Cash Account to your Financial Services Professional. There are no fees or charges to you for the use of bulk transacting by your Financial Services Professional.

! Please check the transactions on your Cash Account carefully. If you suspect any error or unauthorised transaction please promptly notify us.

Your Financial Services Professional

- 7.22** You choose and appoint your Financial Services Professional. Unless your Financial Services Professional is a representative of a Macquarie Group company, no Macquarie Group company is responsible for the acts or omissions of your Financial Services Professional. If you change your Financial Services Professional, you must notify us in writing. If your new Financial Services Professional is not registered with Macquarie, we will seek to assist them in becoming registered.

8. Cheques

- 8.1** You must wait three Business Days before drawing against cheques you have deposited.
- 8.2** To the extent permitted by law, you release us from claims and liabilities in connection with any act or omission relating to the operation of your cheque book.
- 8.3** We may cancel your cheque book if you do not comply with any of these terms, but we will endeavour to give you reasonable notice. Please destroy any unused cheques.
- 8.4** We may dishonour a cheque you have written for a number of reasons, including where:
 - a. there are insufficient funds in your Cash Account
 - b. the signature is not valid or the cheque is unsigned
 - c. the cheque is presented over 15 months after its date
 - d. alterations on the cheque have not been signed by you
 - e. the cheque is presented before the date written on it
 - f. you have asked us to cancel the cheque, or
 - g. we have received notice of your death, loss of capacity or bankruptcy.
- 8.5** To stop a cheque or for further information on how to do this, contact us on 13 31 74. Payment may be stopped on a cheque that you have written where it has not yet been presented for payment. If your cheque has been presented and paid, we are not able to stop the payment.

! You must contact us immediately if you would like to stop or cancel a cheque, your cheque book is lost or stolen, or you suspect an unauthorised cheque transaction. If you do not, you may be liable for any cheque paid by us in good faith.

9. Electronic Banking

- 9.1 We offer you access to your Cash Account by Electronic Banking. We will use reasonable efforts to ensure that access to Electronic Banking is available on a 24 hour continuous basis. However, this may not always be possible.
- 9.2 You agree that the first use of any Electronic Banking service will constitute your agreement to the *Electronic Banking Terms and Conditions* available on our website at macquarie.com.au/electronic-banking-terms-and-conditions
- 9.3 For your security, we will send you Confirmations to inform you of changes or other important information concerning your Cash Account. You can turn these notifications on or off at any time by logging onto our Electronic Banking portal or via the Settings menu within Mobile Banking. If you have Confirmations turned on, we may use this service to deliver real time information concerning your Cash Account, such as transactions made by your Financial Service Professional. Please check your mobile phone number details provided to us are up to date to ensure Confirmations are properly delivered to you.

10. Mistaken and fraudulent payments

Mistaken Internet Payments made by you or an Authorised User

- 10.1 You or your Authorised Users should report Mistaken Internet Payments by calling us as soon as possible as delays may impact on our ability to recover the funds on your behalf.
- 10.2 We will need to collect information from you or an Authorised User that will allow us to investigate and determine whether a Mistaken Internet Payment has occurred. We will provide a reference number, or some other form of acknowledgement, which should be retained as evidence of the date and time of the report.
- 10.3 If we are not satisfied that a Mistaken Internet Payment has occurred, we will not take further action and you will be liable for the loss arising from the payment.
- 10.4 If we are satisfied that a Mistaken Internet Payment has occurred, we will send a request for the return of the funds to the ADI whose customer received the payment (known as the receiving ADI).
- 10.5 Sending this request to the receiving ADI requires us to disclose information to that ADI about your Cash Account and the Mistaken Internet Payment.
- 10.6 If the receiving ADI is also satisfied that a Mistaken Internet Payment has occurred and there are sufficient funds available in the unintended recipient's account,

the receiving ADI will attempt to recover the funds and return them to us and we will credit them to your Cash Account. The following process will apply where:

- a. the Mistaken Internet Payment is reported to us within 10 Business Days after the payment is made, the receiving ADI is required to return the funds to us within 5 to 10 Business Days of receiving our request
 - b. the Mistaken Internet Payment is reported to us between 10 Business Days and 7 months after the payment is made, the receiving ADI will give the unintended recipient 10 Business Days to establish that they are entitled to the funds, and if they do not, the receiving ADI will return the funds to us within 2 Business Days of the expiry of that period, and
 - c. the Mistaken Internet Payment is reported to us more than 7 months after the payment is made, the receiving ADI will ask the recipient if they agree to the return the funds to us.
- 10.7 If the receiving ADI is satisfied that a Mistaken Internet Payment has occurred but there are insufficient funds in the unintended recipient's account to refund the amount of the payment, the receiving ADI will use reasonable endeavours to obtain a refund for you (for example, by facilitating repayment of the funds by the recipient through instalments).
- 10.8 If the receiving ADI is not satisfied that a Mistaken Internet Payment has occurred, it may (but it is not obliged to) seek the consent of the recipient to enable the return of funds to us.
- 10.9 You will be notified in writing, within 30 Business Days of receipt of the report of a Mistaken Internet Payment from your Cash Account, of the outcome of our investigation. If you are not satisfied with how the report is handled by us, you can make a complaint.

Mistaken payments received by you

- 10.10 You may receive funds into your Cash Account where you are not the intended recipient due to a sender entering the wrong details when making an internet payment. This clause applies to that situation.
- 10.11 If you become aware of any payments into your Cash Account of which you are not the intended recipient, please contact us as soon as practical.
- 10.12 Where we receive a request for the return of funds from an ADI whose customer reports a mistaken payment into your Cash Account, we are satisfied that a mistaken payment has occurred, and there are sufficient funds in your Cash Account, we may:
- a. debit your Cash Account with the amount of the mistaken payment without notifying you or obtaining your consent (if the sender reports the mistake within 10 Business Days of the payment), or
 - b. restrict your access to the funds and give you 10 Business Days to establish that you are entitled to the funds before debiting the Cash Account (if the sender reports the mistake after 10 Business Days but within 7 months of the payment).

Otherwise, we will seek your consent to return the funds.

- 10.13 If we are satisfied that a mistaken payment has occurred, but the balance of your Cash Account is less than the amount of the mistaken payment, we will contact you to discuss how best to facilitate repayment to the sender.
- 10.14 Where we are unable to determine that the payment was a result of a mistaken payment, we may still contact you to seek your consent to the return of funds.
- 10.15 Notwithstanding the above provisions, if you are a recipient of income support payments from Centrelink, we will only seek to recover the funds from you in accordance with the Code of Operation for Centrelink Direct Credit Payments.

Mistaken BPAY payments

- 10.16 Care should be taken by you and Authorised Users to enter the correct amount and Biller's details. If the amount entered is greater than intended, you or the Authorised User must contact the Biller to obtain a refund. If less, another BPAY payment can be made to make up the difference.
- 10.17 If you or an Authorised User told us to pay the wrong Biller we will re-credit your Cash Account and will seek to recover that amount from the Biller. However, if we cannot recover the amount within 20 Business Days, we will debit your account for that amount. You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not, or will not constitute under any circumstances, part or whole satisfaction of any underlying debt owed between you and the Biller.
- 10.18 You should check your Cash Account carefully and promptly report to us any BPAY payments you think are errors or that were not authorised by you or an Authorised User. The longer the delay in notifying us of the error, the more difficult it may be to correct this.
- You may need to liaise directly with the Biller to correct the error if, for example, because of delay, we no longer have sufficient information to investigate it.
- 10.19 For us to investigate a BPAY payment from your Cash Account that may be unauthorised, you or an Authorised User must first give us your consent, addressed to the Biller who received that BPAY payment, authorising us to obtain information about your account with that Biller, or the BPAY payment. You will need to include your CRN and any other information we require. If you do not give us the consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY payment.
- 10.20 If we make a BPAY payment to a person or for an amount not instructed by you or an Authorised User, and your Cash Account was debited with the payment, we will credit that amount back to your Cash Account.
- 10.21 Disputes in relation to unauthorised, fraudulent or wrong BPAY payments will be handled in accordance with the Macquarie Complaints Policy. Your liability for unauthorised and fraudulent BPAY payments will be determined in accordance with section 12 of these Terms and Conditions. No chargeback rights are available in respect of a BPAY payment from your Cash Account.

- 10.22 Subject to law and to section 12 of these Terms and Conditions:
- we are not liable for any consequential loss or damage you may 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 under consumer protection legislation which may not be excluded, restricted or modified at all or only to a limited extent, and
 - 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 or an Authorised User did not observe any of the obligations under the *Electronic Banking Terms and Conditions* in relation to BPAY payments or acted negligently or fraudulently in connection with their use of, the BPAY Scheme.

Fraud-induced BPAY payments

- 10.23 You must tell us promptly if you think that you have been fraudulently induced to make a BPAY payment. We will attempt to rectify any such matters in relation to your BPAY payments in the way described in this clause.
- 10.24 If a BPAY payment is induced by the fraud of a biller or person involved in the BPAY scheme, then that biller or person should refund you the amount of the fraud-induced payment. However, while we would assist you to pursue a refund, if that person does not refund you the 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. You must exercise care about the biller you deal with, the security of your Login Details and the accuracy of your instructions to us.

11. Security

Equipment security

- 11.1 You and your Authorised Users must take all reasonable steps to protect the security of your respective computer hardware and software, and Mobile Device. Reasonable steps include:
- for computer hardware and software: protecting your computer from viruses and maintaining passwords
 - for Mobile Devices: setting screen lock passwords and ensuring that others do not have access to the use of your Mobile Device (including by ensuring, if you have enabled the ability to access Mobile Banking using a fingerprint stored on your Mobile Device, that your fingerprint is the only fingerprint stored on your Mobile Device)
- 11.2 You and your Authorised Users should log out from Online Banking and Mobile Banking at the end of each session.

- 11.3 You acknowledge that, for security purposes, we reserve the right at any time to log you and any Authorised Users out of Online Banking and Mobile Banking, for example if you or the Authorised Users are inactive for a period of time after having logged on.
- 11.4 Where you or an Authorised User remove some system level restrictions on a Mobile Device by, for example, 'jailbreaking' or 'rooting' the Mobile Device, you indemnify us for any loss arising from fraudulent activity carried out on the Mobile Device, including in respect of your Cash Account.
- 11.5 It is important that, if you wish to use a fingerprint stored on your Mobile Device to log in to Mobile Banking, no fingerprints other than your own are stored on your Mobile Device. If someone else's fingerprint is stored on your Mobile Device, that person may be able to view your Cash Account(s) and perform transactions in Mobile Banking. We will treat as authorised, and you will be responsible for, any Mobile Banking transactions performed using a fingerprint or other biometric authentication stored on your Mobile Device.

Security guidelines

- 11.6 The security of your and your Authorised User's Secret Codes is very important, as whoever has access to them may be able to perform transactions on your Cash Account. These guidelines are designed to help you keep your and your Authorised User's Secret Codes secure.
- 11.7 By following these guidelines, you and your Authorised Users can assist in preventing unauthorised transactions on your Cash Account.
- 11.8 These guidelines do not determine your liability for unauthorised transactions. Your liability will be determined under section 12 and any applicable codes of practice to which we subscribe.
- 11.9 To protect your Secret Codes you and your Authorised Users should:
- not disclose any Secret Code to anyone, including a family member or friend
 - take care to prevent anyone seeing a Secret Code entered into a computer, Mobile Device or telephone
 - try to commit all Secret Codes to memory and not record them by any means (including by storing them on a computer or Mobile Device, or any article that could be accessed or stolen along with a computer or Mobile Device) without making a reasonable attempt to disguise them
 - not choose a Secret Code which can be easily guessed including, for example, a Secret Code that uses repeated characters, consecutive numbers, or a Secret Code that represents a recognisable part of your or their name, birth date, telephone number or driver's licence number, and
 - change all Secret Codes at regular intervals.


- 11.10 The following are not reasonable attempts at disguising a Secret Code:
- recording it in reverse order, as a telephone number or as a date (including a birth date) or as an amount, or
 - recording the Secret Code in any other way that can be easily identified.

Reporting loss, theft or misuse of Secret Codes and devices

- 11.11 You or an Authorised User must immediately notify us if it is suspected that the security of a Secret Code or Mobile Device, has been breached. You or an Authorised User must also promptly notify us of any unauthorised transactions on your account.
- 11.12 If we are unable to be contacted by phone because our lines are unavailable, you will not be liable for unauthorised transactions which could have been prevented had we been contactable, provided we are told within a reasonable time after our telephone facilities become available again.

Enhanced security measures

- 11.13 For certain activities on your Cash Account, you or an Authorised User may be asked to comply with our enhanced security measures. Such circumstances may include when you or the Authorised User make a funds transfer to a new recipient, or make a BPAY payment to a new Biller, or sign into Mobile Banking using a fingerprint stored on your Mobile Device.
- 11.14 Our enhanced security measures provide an additional layer of security to protect you and us from unauthorised transactions and fraud. The measures may change from time to time at our discretion and include any appropriate method of authentication, or contacting you to verify the transaction or activity on your Cash Account.
- 11.15 Two-factor authentication, often referred to as "2FA", is an authentication process which uses two different layers of security to verify your identity. For instance, for Online Banking the first layer of authentication relates to your Login Details and a second layer of authentication is imposed when you or the Authorised User initiate certain transactions or perform certain activities on your Cash Account. This additional layer of security may include, but is not limited to, the requirement to input an SMS Code, or answer security questions.
- 11.16 You or an Authorised User will be instructed to contact us to complete a transaction or other Cash Account activity if any enhanced security measure is not successfully satisfied.

 Please contact us 24 hours a day, 7 days a week, by calling us on 13 31 74.

12. Liability for unauthorised transactions – Electronic Banking

When you are not liable

- 12.1 You are not liable for loss arising from an unauthorised transaction that occurs:
- due to the fraudulent or negligent conduct of our employees or agents
 - due to the fraudulent or negligent conduct of any companies involved in the electronic transaction system or merchants in the system, or their employees or agents
 - because an Access Method is forged, faulty, expired or cancelled
 - before you or an Authorised User received a Secret Code and where the Secret Code was required to perform the unauthorised transaction
 - due to the same transaction being incorrectly debited or credited more than once to the same Cash Account
 - after we have been informed that the security of a Secret Code has been breached
 - through the use of your or an Authorised User's Macquarie ID without the use of a Secret Code, or
 - where it is clear that you or an Authorised User did not contribute to the loss.

When you are liable

- 12.2 You will be liable for actual losses arising from unauthorised transactions that occurred before we are notified of the breach of security in relation to a Secret Code, where we can prove on the balance of probabilities that you contributed to the loss:
- through fraud
 - by acting with extreme carelessness in failing to protect the security of a Secret Code
 - by unreasonably delaying reporting a breach of security in relation to a Secret Code (although you will only be liable for the actual losses that occur after you or an Authorised User become aware, or should reasonably have become aware, of the breach of security), or
 - where the security guidelines set out in section 11 are breached.
- 12.3 You will not, however, be liable for:
- that portion of the loss on any one day, or in any period, that exceeds the applicable daily, or periodic, transaction limit of your Cash Account
 - that portion of the loss which exceeds the balance of your Cash Account, or
 - losses on any Cash Account which we agree cannot be accessed through the use of any Access Methods.

Where your liability is limited

- 12.4 Where a Secret Code is required to perform a transaction and we do not establish that you have, or an Authorised User has, contributed to the loss in the ways set out above, your liability for loss arising from an unauthorised transaction in respect of the Cash Account that occurs before the breach of security in respect of your or an Authorised User's Secret Code is reported to us is the lesser of:
- \$150
 - the balance of your Cash Account or
 - the actual loss at the time that we are notified of the breach of security in respect of the Secret Code (except any portion of the loss that may exceed any applicable transaction limits).

System or equipment malfunction

- 12.5 Notwithstanding any of the above provisions in section 12, you are not liable for loss caused by the failure of any system or equipment to complete a transaction, which is accepted by that system or equipment. However, to the extent that you or an Authorised User should reasonably have been aware that any system or equipment was unavailable or malfunctioning, our liability is limited to correcting errors in your Cash Account and refunding any fees or charges that you have incurred as a result.

Account aggregation services

- 12.6 Some companies provide account aggregation services that allow you to view account information from different institutions on the one webpage, or download your account statements. These companies usually require you to give them your Secret Code(s). We do not endorse, promote, or authorise the use of account aggregation services in connection with your Cash Account(s). If you disclose any Secret Code(s) to another person, you will be liable for any transactions on your Cash Account(s) made by that person using that Secret Code(s). Refer to section 11 (Security) for more information.

13. Liability for unauthorised transactions – cheques

- 13.1 An unauthorised cheque transaction is a transaction not authorised by you or your authorised third party, or is executed without your knowledge or consent. You will not be liable for any unauthorised cheque transaction where:
- there was fraudulent or negligent conduct by us
 - a forged, faulty, expired or cancelled cheque book was used, or
 - it is clear you have not contributed to the loss resulting from the unauthorised transaction.
- 13.2 You will be liable for losses resulting from unauthorised cheque transactions where we can prove that you contributed to the loss by:
- acting fraudulently
 - not keeping your cheque book secure, or
 - unreasonably delaying notifying us after becoming aware of the loss, theft or unauthorised use of your cheque book.

14. Direct Debit Request Service Agreement

14.1 By completing a *Direct Debit Request* form, you authorise and request us to debit funds from the account you nominate, in accordance with the following terms:

- a. the account held by your nominated financial institution must be in the same name or names as your account
- b. where the due date for a debit does not fall on a Business Day, your nominated financial institution may vary the timing of the debit. If you are uncertain as to when a debit will be processed, you should ask that financial institution
- c. you must allow two Business Days for funds deposited through the Direct Debit service to be cleared
- d. third parties authorised to transact on your account cannot set up a Direct Debit on your behalf, but are allowed to reduce or cancel the existing regular Direct Debit on behalf of you
- e. you must notify us immediately if you know or suspect any unauthorised transactions have occurred in relation to your Direct Debits. You should also notify your other financial institution as soon as possible
- f. you must notify us immediately, and confirm that notice as soon as is possible, if you believe that there has been an error in debiting your account. If we conclude as a result of our investigations that your account has been incorrectly debited, we will respond to your query by adjusting your account accordingly. We will also notify you of the amount by which your account has been adjusted. If we conclude as a result of our investigations that your account has been correctly debited we will respond to your query by providing reasons and evidence of this finding
- g. you must ensure that there are sufficient cleared funds in your nominated account(s) to honour your Direct Debit Request
- h. you must ensure that the authorisation given to debit your nominated account is identical to the account signing instructions held by the financial institution where your nominated account is held
- i. your nominated financial institution(s) may decide the order of priority of payment by it of any monies
- j. your nominated financial institution(s) may at any time by notice terminate this request by notifying you or us in writing
- k. we may, by 14 days prior notice in writing to you, vary the timing of future debits, or any of the terms of section 14
- l. you can modify or defer your use of the Direct Debit service at any time by contacting us. Your request will normally be processed within seven days
- m. you can stop a particular debit or cancel your Direct Debit at any time by contacting us with seven days notice. You can also contact your nominated financial institution
- n. when your account is closed, all regular deposits under the Direct Debit service will cease
- o. We may, in our reasonable discretion, stop a direct debit arrangement at any time. If we do this we may attempt to notify you
- p. you acknowledge that we may be required to reveal details of your Direct Debit Request to our service providers to assist with the checking of any incorrect or wrongful debits to your nominated account. In all other circumstances, we will keep all information relating to your Direct Debit arrangements private and confidential unless otherwise required by law
- q. you authorise the external financial institution(s) nominated on the *Direct Debit Request* form to confirm the BSB, account number and account name to us if required
- r. direct debit requests through the Bulk Electronic Clearing System (BECS) are not available on all accounts. You should check your account details against a recent statement. If you are uncertain about these matters, you should contact your nominated financial institution, and
- s. the provider of your nominated bank account may charge you fees if your Direct Debit request dishonours.

15. Suspension and termination

15.1 We may suspend, freeze or block the operation of your Cash Account at any time in our reasonable discretion. Examples of where this may occur include the following:

- a. if you, an Authorised User or any third party authorised to access your Cash Account breach any of the Terms and Conditions or *Electronic Banking Terms and Conditions*
- b. if we reasonably consider that you or any third party authorised by you acts fraudulently or is in breach of any law
- c. if we reasonably believe that your Cash Account is being used in a way that may cause loss to you or us
- d. if we believe that it is necessary to do so to comply with the law or applicable code.

15.2 Where possible, we will give you reasonable notice of suspension or termination of your Cash Account, however this may not be possible in all the circumstances.

16. Anti-Money Laundering

16.1 You must not knowingly do anything to put us in breach of the *Anti-Money Laundering and Counter- Terrorism Financing Act 2006*, rules and other subordinate instruments (AML/CTF Laws).

You will notify us if you are aware of anything that would put us in breach of AML/CTF Laws.

16.2 If requested you must provide additional information and assistance and comply with all reasonable requests to facilitate our compliance with AML/CTF Laws, an equivalent law in an overseas jurisdiction, and/or its internal policies and procedures.

- 16.3 You undertake that you are not aware and have no reason to suspect that:
- any deposit to the Cash Account is derived from or related to money laundering, terrorism financing or similar activities (Illegal Activities), or
 - proceeds of Withdrawals from the Cash Account will fund Illegal Activities.
- 16.4 You acknowledge that we are subject to AML/CTF Laws and/or its internal policies and procedures.
- 16.5 In certain circumstances we may be obliged to suspend, freeze or block an account where it is used in connection with Illegal Activities or suspected Illegal Activities. Freezing or blocking can arise as a result of the account monitoring that is required by AML/CTF Laws and/or its internal policies and procedures. If we freeze or block your Cash Account because we believe on a reasonable basis that we are required to do so in order to comply with AML/CTF Laws and/or our internal policies and procedures, we are not liable to you for any consequences or losses whatsoever including where we are found liable to a third party in connection with the freezing or blocking of your Cash Account.
- ### 17. Combining your accounts
- 17.1 We may, at any time combine the balances of two or more of your accounts held with Macquarie. For example, we may do this if one of your accounts is overdrawn or in debit and the other is in credit. However, we will not do this if for example, where:
- we know the accounts are not held by you in the same capacity (for example, where you have personal account and also an account as trustee for someone else)
 - we have agreed to keep your accounts separate, or
 - we are bound by a code of conduct not to do so (such as the Code of Operation for Centrelink Direct Credit Payments).
- 17.2 We will inform you if we have combined any of your accounts. You should not treat your accounts as combined unless we have agreed to such an arrangement. In the event that your accounts are combined, we may continue to apply separate interest rates to percentages of the combined balance in accordance with previous arrangements.
- 17.3 We may close any or all of your accounts as if the combined accounts had at all times been a single account.
- ### 18. Changes to your Cash Account
- 18.1 You promise that all particulars given to us are accurate and complete.
- 18.2 You agree to promptly notify us of any change in:
- your name, address, mobile number or email address
 - the authority of any third party,
 - your tax residency information including whether you become or cease to be a foreign tax resident, or
 - the contents of any application form or any other documents you provide us.
- 18.3 We will not be responsible for any errors or losses associated with changes to your Cash Account where we have received no or inadequate prior notice.
- ### 19. Notices and Mobile Banking notifications
- 19.1 You agree that subject to the requirements of BCOP or any law with which we must comply, and unless we agree otherwise at your request, we may give all notices and other communications in connection with these Terms and Conditions electronically:
- by emailing them to the most recent email address we have been advised of or sending them through SMS to the most recent mobile phone number we have been advised of, or
 - by making them available on Macquarie's website or through Online Banking.
- ### 20. Taxation¹¹
- 20.1 The application of taxation laws depends on a client's individual circumstances. Accordingly, you should seek independent professional advice on taxation implications before making any decisions about a financial product or class of products.
- 20.2 Your Tax File Number (TFN) is collected in accordance with the *Income Tax Assessment Act 1936* and the *Taxation Administration Act 1953*. Provision of a TFN or Australian Business Number (ABN) is not compulsory, however, if you do not quote your TFN (including both TFNs for joint accounts) or ABN or claim an exemption, tax may be withheld from the interest paid to you at the highest marginal tax rate plus the Medicare Levy. Declining to quote a TFN is not an offence.
- 20.3 You may quote your entity's ABN as an alternative to its TFN if you are opening the Cash Account for purposes related to that entity's business. An Australian Company Number (ACN) cannot be quoted in lieu of a TFN/ABN. If only an ACN is provided tax may be withheld at the top marginal rate (plus Medicare Levy).
- 20.4 You do not have to provide us with your TFN, and declining to do so is not an offence. If you do not quote your TFN (including all TFNs for joint accounts), ABN, or claim an exemption, tax may be withheld from the interest paid to you at the highest marginal tax rate (plus Medicare Levy).
- 20.5 For more information about the use of tax file numbers, please contact the ATO.
- 20.6 If you are a non-resident of Australia for taxation purposes, you must provide us with your overseas residential address. Tax may be withheld on the interest you earn on your Cash Account whilst you are a non-resident.

¹¹ Macquarie Bank Limited does not give, nor purport to give, any taxation advice. The application of taxation laws depends on a client's individual circumstances. Accordingly, you should seek independent professional advice on taxation implications before making any decisions about a financial product or class of products.

21. Costs and expenses

- 21.1 You agree to pay us all reasonable costs and expenses incurred by us in connection with:
- the exercise and preservation of our rights under these Terms and Conditions, and
 - any legal proceedings or disputes between you and a third party where we become involved in such proceedings or disputes.

These costs and expenses are payable on demand or when we debit the Cash Account for them.

22. Your rights and our rights

- 22.1 To the extent allowed by law, you give up any right to set off any amounts we owe you against amounts you owe us.
- 22.2 If any provision of these terms becomes illegal, invalid or unenforceable in any jurisdiction, this will not affect:
- the validity or enforceability in that jurisdiction of any other provision of these terms, or
 - the validity or enforceability in other jurisdictions of that or any other provision of these terms.
- 22.3 We may close your Cash Account if:
- we reasonably believe that you have:
 - acted fraudulently
 - unlawfully misused your Cash Account
 - acted in a way that could damage the reputation of the Macquarie Group
 - otherwise breached these Terms and Conditions, or
 - if you have not made any transactions on your Cash Account in the last 12 months
 - the balance of your Cash Account becomes subject to unclaimed monies requirements, or
 - for any other reason we reasonably consider appropriate.
- 22.4 You acknowledge that we retain the right not to provide products or services to anyone that we decide, in our sole discretion, that we do not wish to provide them to.

23. Law and jurisdiction

- 23.1 These terms shall be governed in accordance with the laws of New South Wales.

If you are not a resident of Australia:

- you submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in the state of New South Wales and any other court of any other jurisdiction notified to you by us for this purpose
- you agree, on request by us, to appoint an agent for service of process in Australia, and
- you consent to the service of process from any courts in Australia by mailing this to you at your address given in the application form or to any appointed process agent.

24. General

- 24.1 We may assign or otherwise deal with our rights under these terms in any way we consider appropriate provided that we act reasonably.
- 24.2 If anything under these terms is required to be done on a day that is not a Business Day, Macquarie will, at its discretion, process these on the last preceding Business Day or the following Business Day.

25. Trustee representations, warranties and undertakings

- 25.1 This clause applies if you are trustee of a trust (the trust named in the application form being referred to as the Trust). You, both as trustee of the Trust and in your own right, make the following representations and warranties:
- the relevant trust instrument is valid and complies with all applicable laws
 - you are properly appointed as trustee of the Trust, and
 - you comply with the terms of the Trust and your duties and powers.
- 25.2 Where you incur any obligation in any way relating to any asset which you hold as trustee, you incur that obligation both in your own right and in your capacity as trustee.

26. Foreign tax residency information – FATCA and CRS

- 26.1 You must not knowingly do anything to put Macquarie in breach of:
- a. sections 1471 to 1474 of the US Internal Revenue Code of 1986 (commonly known as FATCA), any associated regulations or official guidance, any agreement with the US Internal Revenue Service relating to FATCA or any Australian laws, regulations or official guidance relating to an intergovernmental agreement between the United States and Australia in connection with FATCA (FATCA Laws) or our internal policies and procedures, or
 - b. our obligations in relation to Common Reporting Standard under the *Taxation Administration Act 1953* (Cth) (commonly known as CRS), any associated regulations or official guidance, the OECD Multilateral Competent Authority Agreement on Automatic Exchange of Cash Account Information or any Australian laws, regulations or official guidance in connection with CRS (CRS Laws) or our internal policies and procedures.
- 26.2 You agree to provide to Macquarie all the information or assistance we may request at any time, (whether as part of the application process or otherwise) to ensure that we are able to comply with our obligations under the FATCA Laws, CRS Laws or our internal policies and procedures.
- 26.3 In making an application, you consent to Macquarie disclosing in connection with the FATCA Laws, CRS Laws or Macquarie's internal policies and procedures any of your Personal Information (as defined in the *Privacy Act 1988* (Cth)).
- 26.4 Macquarie retains the right not to provide products or services to you where we decide, in our sole discretion, that we do not wish to provide, including where information has not been provided as required to comply with FATCA Laws or CRS Laws.

27. Electronic Message Service

- 27.1 The Electronic Message Service (EMS) is a mechanism by which you are able to electronically receive information regarding contributions from your employer to your Self Managed Super Fund (SMSF), as required under superannuation law. By providing our electronic service address to your employer, you are agreeing to be bound by these terms.
- 27.2 A contribution message (Message) is an electronic message sent to us by your employer providing details relating to a contribution payment made to your SMSF. Your employer is responsible for the content and accuracy of the information provided in the Message.
- 27.3 Receiving a Message does not ensure a contribution payment has been made. We recommend checking with the sender of the message to be sure.
- 27.4 The EMS can be provided either by us or a third party service provider until there is a change in the law.
- 27.5 As part of the EMS we will accept Messages and may notify you when these become available by email or online. Relevant details of your contribution payments will be available via Electronic Banking and to any Financial Services Professionals with authority on your Cash Account.
- 27.6 We will reject any Messages that cannot be matched to a Cash Account.
- 27.7 We do not provide and are not responsible for:
- a. reconciling contribution payments to Messages or Messages to trustees of the SMSF, or
 - b. any reporting or consolidation of Messages, or
 - c. removing any Messages which are incorrect.
- In addition to the above, we are not responsible for any errors in the Message which do not allow us to match the Message to your SMSF.
- 27.8 You are responsible for:
- a. complying with all applicable laws relating to your SMSF, and
 - b. contacting the message sender if there are any errors with the information contained in the Message.
- 27.9 By providing our electronic message address to your employer you are providing consent for us to collect, hold, use and disclose any personal information contained in the Message in accordance with our Privacy Policy.

For more information about the Macquarie Cash Management Account:

Clients contact your Financial Services Professional, visit macquarie.com.au/cma, email transact@macquarie.com or call 1800 806 310 (or +61 7 3233 8136, if calling from outside of Australia).

Financial Services Professionals visit macquarie.com.au/advisers, email adviser@macquarie.com or call 1800 808 508.