

Macquarie Banking Terms and Conditions

Effective 1 November 2024

Terms and Conditions

1. Introduction

These Terms and Conditions apply:

- when you use Digital Banking with any Bank Product; and
- to Bank Accounts, with any Bank Account Terms and Conditions you have entered into (as varied from time to time).

These Terms and Conditions replace the 'Electronic Banking Terms and Conditions' and the 'Business Electronic Banking Terms and Conditions'.

2. Security guidelines

This section sets out what you must do to help keep your Bank Product safe. If you do not follow these requirements, you could be liable for any loss you suffer as a result.

2.1 Inform us of any security compromise ASAP

You must tell us as soon as you become aware that your Bank Product might be compromised. This includes if your Passcode, Device, Card or Card Details are misused, lost, stolen or otherwise no longer secret or secure.

You can notify us at any time using the methods referred to on our website.

You must give us any information that you have or can reasonably obtain regarding the loss, misuse, theft or other compromising circumstance.

2.2 Keep your passcodes, cards and card details secure

You must keep your Passcodes secret and not reveal them to anyone, including family and friends. You must not write down or record your Passcodes, including by storing them on a Device.

You must keep your Card secure and Card Details secret. Do not:

- give your Card or Card Details to anyone unless you want to make a payment to them; or
- permit other people to use your Card or to add it to their Device - if you do, we will treat these as authorised transactions.

When you are in public you must ensure that other people cannot see your Passcodes or Card Details.

2.3 Keep your devices secure

Where the capability to access your Device using Biometric Data is available, you must use it.

You must not allow anyone else to access your Device, or to register their Biometric Data on it. We will treat as authorised, and you may be responsible for, any transactions approved using Passcodes or Biometric Data stored on your Device.

You must maintain good security practices with your Device, such as setting secure passcodes, protecting it from viruses and setting screen locks. You must not remove system level restrictions on a Device.

2.4 Multi-factor authentication (Macquarie Authenticator)

We deploy various means of multi-factor authentication for activities on your Bank Product, the primary method being our Macquarie Authenticator app. We may require you to use Authenticator to verify yourself or activity on your Bank Product.

Where you approve and pair the registration of any Device with Authenticator, you represent that all activities processed by that Device are authorised by you.

2.5 Dormant Macquarie ID and Password

We may suspend the use of your Macquarie ID or Password without prior notice if they have not been used within the previous 12 months.

3. Your commitments to us

When opening a Bank Account you must satisfy any eligibility requirements and you must complete the application process yourself (or appoint someone with the appropriate authority to do so).

All information provided to us in connection with your Bank Product, either in your application or otherwise, is and must be true and correct to the best of your knowledge at the time of providing the information.

You must not:

- take excessive advantage of a product offering (e.g. bonus, credit, reward or rebate) in a manner which we reasonably consider is inconsistent with the intent of the offering;
- behave inappropriately including towards our staff, service providers or other customers;
- send payment descriptions with obscene, defamatory, unwanted, threatening or abusive content; or
- use your Bank Product or Digital Banking in a way that we reasonably believe amounts to financial abuse or elder abuse, such as coercive or controlling behaviour to limit a person's access to or use of funds.

You must:

- let us know as soon as possible of any changes to your name, address, contact details, tax information, or any changes to Authorised Users, office holders or trustee(s) (where applicable); and
- provide to us all the information or assistance we may at any time request to ensure that we are able to comply with our legal obligations or our policies and procedures.

4. Blocking transactions, suspending access, and stopping or closing your account or card

4.1 When we may block, delay, or decline transactions

For Bank Accounts we may:

- delay or refuse to process transactions;
- block your Bank Account or any Card linked to it;
- change who may authorise transactions on the Bank Account; or
- suspend access to Digital Banking or the Mobile Payment Service,

without prior notice if:

- a. we are acting pursuant to law, a court order or a code which applies to us;
- b. we consider there is a risk to you or us because:
 - i. of your actual or suspected breach of these Terms and Conditions or the relevant Bank Product Terms and Conditions;
 - ii. an Authorised User may be exceeding the terms of their appointment;
 - iii. circumstances exist which present a risk of fraud or loss to you or to us;
 - iv. you have not provided us with information we have reasonably requested; or
 - v. you have provided us with information we reasonably believe to be incorrect;
- c. we suspect a transaction or instruction is an error, unauthorised or may be the result of illegal or fraudulent activity;
- d. we become aware of any dispute which involves the Bank Product;
- e. we become aware of your death, insolvency, deregistration or loss of capacity; or
- f. if any other unforeseen circumstance arises where we consider it is necessary for us to take action to protect:
 - i. you; or
 - ii. our legitimate business interests, which includes risks to our reputation or business operations, provided that the outcome is not unfair to you.

Where possible, we will inform you of any action we take under this section.

We may decide that your Bank Account will not accrue interest where we have blocked it due to suspected fraud, your deregistration (if you are a company) or in preparing to send unclaimed moneys to a regulator.

For Loan Products, we may:

- delay or refuse to process Digital Banking transactions; or
- suspend access to Digital Banking,

without prior notice in any of the circumstances set out in paragraphs a) to f) above or as otherwise permitted under the relevant Bank Product Terms and Conditions.

We will act in good faith when forming any opinions or making any decisions to exercise the above rights.

4.2 Closing Bank Accounts and cancelling cards

You may close your Bank Account at any time. Before doing so you must pay any amount owing to us.

We may close your Bank Account, cancel your debit Card, or terminate access to Digital Banking or the Mobile Payment Service, at any time with at least 30 days' notice.

We may also do this without notice where:

- we are required to do so by law;

- if funds in the Bank Account are unclaimed moneys (as defined in the *Banking Act 1959*); or
- we reasonably determine it is necessary for us to take prompt action to manage an immediate material risk to you or us.

Except where due to our error, you remain liable for any transactions made, or any fees or charges incurred, on your Bank Account before or after closure.

Where your Bank Account has an overdraft facility linked to it, we may only close your Bank Account in accordance with the same notice period and process set out in the relevant Bank Product Terms and Conditions.

4.3 Dealing with fraudulent funds

If we reasonably believe that your Bank Account has received fraudulent funds, has been fraudulently established, or is being controlled by a person who does not have your authority, and:

- a. we are prevented by law from contacting you; or
- b. we have a high degree of confidence in such belief,

we may, without notice, debit funds from your Bank Account and return them to the sending ADI or, if this is not possible, deal with them in a manner that we deem reasonably appropriate.

4.4 Processing and not processing payment instructions

We have absolute discretion to determine the order in which we give effect to payment instructions received.

We are not obliged to effect a payment instruction, and are not liable for any resulting losses, where:

- a. the financial institution to which the payment is to be made does not accept it or delays accepting it;
- b. payments are not processed due to insufficient funds or limit restrictions; or
- c. we have acted in accordance with section 4.1 or 4.2.

We are not obliged to effect a payment instruction and, unless we acted with negligence or fraud, we are not liable for any resulting losses, where:

- d. there is a technical failure of equipment or a system which causes non-acceptance or a delay in the transmission of the instruction; or
- e. our membership of a relevant payment scheme is suspended, ceases or is cancelled.

5. Operating your bank products

5.1 Available deposit and payment methods

Our Help Centre provides information on the types of deposit and payment methods available for each of our Bank Products.

Payment methods may be subject to transaction and daily limits. Any daily transaction limits which apply to your Bank Products, and how these limits operate, are located on our website. Merchants or other providers of facilities may impose their own limits.

All deposits must be received in Australian dollars (AUD).

5.2 Making payments

When you make a payment you must check that all details are correct, including the account number and BSB number. We will not check that the account number and BSB number, or any other details, match the name of person you are paying.

(a) Pay Anyone, BPAY®, and PayID® payments

To make a payment, you will need to:

- a. select the Bank Product from which the payment is to be made; and
- b. enter the following information:
 - i. the payment amount; and
 - ii. for:
 - Pay Anyone Payments, the destination account BSB number, account number and account name;
 - BPAY payments, the BPAY Biller code and your customer reference number (CRN); or
 - PayID Payments, the phone number, email address, ABN, or organisation identifier that is registered with the destination account.

We may not process a payment if you do not provide all the above information, the information is inaccurate, or we are aware that you have not complied with section 2.

For Pay Anyone Payments and PayID Payments, you may elect to provide a reference or description of the transaction. We may override or not present reference descriptions to payees where we reasonably consider them to be inappropriate.

If we are advised that a BPAY payment cannot be processed by a Biller, we will notify you by crediting your Bank Product with the amount of the BPAY payment.

Once a payment instruction has been accepted by us, it cannot be cancelled except if it is a scheduled or delayed payment.

(b) Scheduled payments

Where available for the selected payment type, you can schedule an outgoing payment for a future date and recurring payments.

Scheduled payments may not be processed for several reasons including if, on the day the scheduled payment is due:

- there are insufficient available funds in the Bank Product from which the payment is to be made; or
- the payment will cause the applicable daily transaction limit to be exceeded.

Scheduled payment processing times are disclosed on our website.

5.3 Direct Debits

If Direct Debits can be made from your Bank Account and you wish to cancel or make alternate payment arrangements for a Direct Debit payment, contact us at least one Business Day before the payment is due to be made and we will attempt to stop or alter the Direct Debit. We cannot accept a request to stop a Direct Debit payment once we have debited the payment. You should also contact the other party directly.

It is your responsibility to ensure that you have sufficient cleared funds to meet any Direct Debit payment authorised by you.

5.4 Data sharing for Bank Accounts

The rules relating to the Consumer Data Right (**CDR**) apply for any requests to share CDR information.

In addition, you, a joint account holder, an Authorised User, an Office Holder or your Financial Services Professional may instruct us to share your Bank Account information (including your details, balance, transaction history and personal information) with another Financial Services Professional or third party. These recipients may be outside Australia. These instructions may be revoked by contacting us.

We have no control over, nor any responsibility for, how your Financial Services Professional or other third party uses, discloses or protects your Bank Account information.

Subject to law, we may suspend or terminate any access to or stop sharing your Bank Account information for any reasonable cause without notice.

5.5 Joint accounts

If your Bank Account is held jointly:

- a. we may accept instructions to operate the Bank Account, or to close it, from any joint holder unless otherwise agreed;
- b. all holders are liable, jointly and severally, for any transaction made on the Bank Account including any fee, charge, cost or overdrawn amount;
- c. a notice or statement is taken to be sent if addressed to all or any of you or to your nominee;
- d. each joint holder:
 - i. acts as agent for the other(s) in relation to the Bank Account;
 - ii. may open a new Bank Account on behalf of the other holder(s) where that new Bank Account is to be held in the same joint capacity;
 - iii. permits each other to access and disclose information about the Bank Account; and
- e. if a joint holder dies or (if a company) becomes deregistered then, subject to any applicable law, any remaining balance of a Bank Account will be owing to the remaining holder(s).

If your Loan Product is held jointly, a notice under these Terms and Conditions is taken to be sent if sent to all or any of you or to your nominee.

5.6 Overseas Telegraphic Transfer terms (Business Banking customers only)

Where you make an overseas Telegraphic Transfer (TT) request:

- a. We may use overseas banks (**Correspondents**) to act on our behalf. You may select the Correspondent to be involved in the TT application. We are not responsible for anything the Correspondent may or may not do.
- b. A Correspondent or the end receiving financial institution may charge commissions, fees or charges or there may be taxes applicable. Those amounts will either be deducted by the Correspondent from the funds to be paid to the payee or passed on to us. If those costs are passed on to us, you must reimburse us for them.
- c. We may refuse to process a TT instruction in accordance with our rights in section 4.
- d. If an incorrect account number is quoted, banks in some countries will credit that account (if a valid number) despite it not being in the name of the payee. The mistaken payment regime of the ePayments Code does not apply and you are responsible for any such errors.
- e. We will not carry out a TT request unless cleared funds are available.
- f. We may charge a fee if you instruct us to cancel a TT payment. It may not be possible for us to stop a TT payment if it has already been processed.
- g. Cut-off and processing time information is available on our Help Centre.
- h. We make no commitments as to when international TTs may be received by the payee. We are not responsible for any delays or failures to process a payment or any resulting losses, except where due to our negligence or fraud.
- i. The exchange rate that applies is that which is determined by the relevant provider at the time the transfer is processed.

6. PayID and PayTo

6.1 PayID

It is optional to create a PayID® and link it to an eligible Bank Account. For information on how to create, update or close a PayID, choose a PayID type or name or transfer a PayID to another Account or financial institution, visit our Help Centre.

In creating a PayID, you confirm:

- you own or are otherwise authorised to use the PayID;
- the PayID and any PayID name is current and not likely to be misleading to payers; and
- you will promptly notify us of any changes to your PayID details, such as ceasing to own the mobile phone number associated with your PayID.

We can at any time:

- refuse your request to create a PayID; or
- lock your PayID without notice if we exercise any of our rights under section 4.

If your PayID is locked, you won't be able to receive payments or transfer your PayID.

6.2 PayTo

(a) How to establish a Payment Agreement

If PayTo® is available on your Bank Account, you may establish a Payment Agreement with a Merchant or Payment Initiator by providing them with your PayID or certain account information, such as your BSB or account number, so they can initiate the Payment Agreement.

You must have an Australian mobile number registered with Macquarie to view Payment Agreements in Digital Banking and to provide instructions in relation to Payment Agreements.

(b) Migration of Direct Debit arrangements

If you have a Direct Debit arrangement with a Merchant or a Payment Initiator, they may choose to switch from a Direct Debit arrangement to a Payment Agreement to process future payments (a **Migrated DDR Mandate**). If you do not consent to a Migrated DDR Mandate you must advise the Merchant or Payment Initiator.

We will not seek your approval of a Payment Agreement that relates to a Migrated DDR Mandate and will process Migrated DDR Mandate instructions received from a Merchant or Payment Initiator's financial institution.

(c) Change, pause, resume or cancel a Payment Agreement

Once we are notified of a Payment Agreement initiated with your PayID or Bank Account details, or a Merchant or Payment Initiator requests to amend an existing Payment Agreement, we will ask you to confirm or decline the Payment Agreement or amendment request.

We will advise you if there is a timeframe within which you must confirm or decline the Payment Agreement or amendment request before it expires.

If any details of a Payment Agreement or amendment request are incorrect, you should decline it and contact the Merchant or Payment initiator to correct those details.

Once a Payment Agreement or amendment request has been authorised by you, we will promptly process the payment instructions in connection with the Payment Agreement.

You may instruct us to do the following in Digital Banking:

- amend the Bank Account associated with the Payment Agreement to another eligible Macquarie Bank Account;
- pause a Payment Agreement in which case we will not process payment instructions until and if it is resumed; or

- cancel a Payment Agreement (including one established through a Migrated DDR Mandate).

If the Merchant or Payment Initiator pauses, resumes or cancels your Payment Agreement, we will promptly let you know.

It is not possible to transfer a Payment Agreement from one financial institution to another and you'll need to discuss this with the Merchant or Payment Initiator.

(d) PayTo responsibilities

You must:

- respond to any Payment Agreement notifications promptly by regularly logging on to Digital Banking or enabling push notifications;
- notify us immediately if you:
 - no longer have authority to operate the Bank Account associated with a Payment Agreement; or
 - receive a Payment Agreement creation request that you are not expecting, or experience any other activity that appears suspicious or erroneous;
- comply with all applicable laws in connection with your use of PayTo;
- ensure that all data you provide to us or to any Merchant or Payment Initiator is accurate and up to date; and
- not use PayTo to send threatening, harassing or offensive messages to the Merchant, Payment Initiator or any other person.

(e) Liability

We are not liable for any loss suffered because of:

- any payment processed by us in accordance with a Payment Agreement; or
- the pausing or cancellation of a Payment Agreement by the Merchant or Payment Initiator, by us where we reasonably consider the Payment Agreement involves a material risk to you or us or as instructed by you.

6.3 Privacy

By creating and/or using a PayID or PayTo service, you:

- acknowledge that all information regarding any initiated Payment Agreement is recorded on the MMS; and
- authorise us to share your information with NPP Australia Limited and other financial institutions or users of the PayID and PayTo services to enable the processing of NPP Payments and the management of the MMS and NPP.

7. Unauthorised transactions and when you are responsible

Your liability for unauthorised transactions is determined in accordance with the ePayments Code, where it applies.

7.1 Bank Products which are not subject to the ePayments Code

The ePayments Code does not apply to products designed and established primarily for business purposes.

Where the ePayments Code does not apply to your Bank Product, to the extent permitted by law and subject to any relevant industry codes of practice, we are not responsible for any loss or damage you may incur due to:

- unauthorised transactions carried out on such accounts; or

- the failure of any system or equipment to complete a transaction, which is shown as being accepted by that system or equipment,

if we have acted properly and without fraud or negligence.

You are not liable for loss arising from unauthorised transactions that occurs:

- after you have informed us that the relevant Card, Card Details, Passcode or Device has been compromised (e.g. lost, stolen, misused);
- because a Card we issued to you is forged, faulty, expired or cancelled;
- before you received a Passcode, where the Passcode was required to perform the unauthorised transaction; or
- due to the same transaction being incorrectly debited or credited more than once.

8. Mistaken payments

8.1 Mistaken 'Pay Anyone' Payments

The following provisions reflect the ePayments Code. Where the ePayments Code does not apply, or where another ADI does not subscribe to the ePayments Code, we will take the same steps however the process and outcomes may differ due to factors beyond our control – e.g. where another ADI has different processes for consumer and business payments.

(a) Mistaken Internet Payments (MIPs) made by you

- i. You must report MIPs as soon as possible using the methods referred to on our website, as delays may impact on our ability to recover the funds on your behalf.
- ii. We investigate and determine whether a MIP has occurred, based on information you have provided.
- iii. If we are not satisfied that a MIP has occurred, we will not take further action and you will be liable for the loss arising from the payment.
- iv. If we are satisfied that a MIP 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**). We may also disclose information to that ADI about your Bank Product and the MIP.
- v. If the receiving ADI is satisfied that a MIP has occurred and there are sufficient funds available in the account of the unintended recipient, the receiving ADI will attempt to recover the funds and return them to us. The following process will apply:

If you report:

Then the receiving ADI:

Within 10 Business Days of the payment

Is required to return the funds to us within 5 to 10 Business Days of receiving our request.

Between 10 Business Days and 7 months of the payment

Will undertake an investigation and give the recipient 10 Business Days to establish that they are entitled to the funds, and if they don't, the receiving ADI will return the funds to us within 2 Business Days of the expiry of that period.

This process could take up to a month.

More than 7 months after the payment Will ask the recipient if they agree to the return the funds to us.

- vi. If there are insufficient funds in the unintended recipient's account to refund the amount of the payment, then the receiving ADI, in deciding whether to pursue a full or partial return of the funds, will use its discretion having regard to several factors which may include those set out in the ePayments Code.
- vii. If the receiving ADI is not satisfied that a MIP has occurred, it may seek the consent of the recipient to enable the return of funds.
- viii. If the mistaken recipient does not agree to return the funds, or only partial funds are recovered, then you may need to seek legal advice.

(b) Mistaken payments received by you

- i. You may receive funds into your Bank Product where you are not the intended recipient due to a sender entering the wrong BSB number, account number or other identifying information.
- ii. If you become aware of any payments into your Bank Product of which you are not the intended recipient, contact us as soon as practical. **Do not transact on the funds as this may be a criminal offence.**
- iii. Where we receive a request for the return of funds from an ADI whose customer reports a mistaken payment into your Bank Product, and we are satisfied that a mistaken payment has occurred, depending on when the request was made we may either:
 - debit from your Bank Product the amount of the mistaken payment without notifying you or obtaining your consent;
 - restrict access to the funds and give you 10 Business Days to establish that you are entitled to the funds before debiting the Bank Product; or
 - seek your consent to return the mistaken payment.
- iv. If you receive an NPP Payment where you are not the intended recipient due to an error either on the NPP or caused by an NPP participating financial institution, we may deduct those funds without notice where we are required to do so by the NPP rules.

8.2 Mistaken BPAY Payments

(a) What to do if there's been a mistake, unauthorised payment or fraud

Check your account carefully and promptly report to us any BPAY payments you think are errors, that were not authorised by you or that you have been fraudulently induced to make.

Take care to enter the correct amount. If the amount entered is greater than intended, you must contact the Biller to obtain a refund. If less, another BPAY payment can be made to make up the difference.

If you entered the wrong Biller details, we will seek to recover that amount from the Biller on your behalf. However, if we cannot recover the amount within 20 Business Days then you may need to engage directly with the Biller to try and recover the amount paid. Receipt by a Biller of a mistaken or erroneous payment does not constitute satisfaction of any underlying debt owed between you and the correct Biller.

Liability for unauthorised BPAY payments will be determined in accordance with section 7 of these Terms and Conditions. No chargeback rights are available in respect of a BPAY payment from your Bank Product, and except for mistaken, unauthorised or fraudulent payments, BPAY payments are irrevocable.

(b) Information you need to provide us

You must provide us such assistance as may be reasonably necessary to conduct investigations in respect of any mistaken, unauthorised or fraudulent payments, including:

- your written consent, addressed to the Biller who received that BPAY payment, which authorises us to obtain information about your account or the BPAY payment from that Biller; and

- any CRN issued by that Biller (where applicable).

If you do not give us this consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY payment.

(c) Disputes or complaints in relation to BPAY payments

Disputes in relation to unauthorised, fraudulent or mistaken BPAY payments will be handled in accordance with our complaints policy, details of which are set out in section 13, and in accordance with the relevant rules of the BPAY Scheme.

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

In accordance with the BPAY Scheme:

- If an unauthorised transaction has occurred which is also a mistaken payment, then we will treat it as an unauthorised transaction.
- If you have attempted to make a payment to a scammer and made a mistake in doing so, then we will treat it as an authorised transaction.

9. Direct Debit Request Service Agreement

This section applies if you provide us with authority to debit funds from your bank account through the Bulk Electronic Clearing System Framework (**BECS**), and the Direct Debit Request (**DDR**) that you submit incorporates this section.

When you submit a DDR, you confirm that you are the account holder (or are duly authorised by the account holder to do so). We will only arrange for funds to be debited from your nominated bank account in accordance with your authority in the DDR.

This Direct Debit Request Service Agreement (DDSA) sets out the terms and conditions of your direct debit arrangements with us and must be read in conjunction with your DDR.

a) Debiting your account

Direct debiting through BECS may not be available on all accounts. Before completing a DDR, check:

- with the financial institution at which your nominated bank account is held to confirm whether direct debiting is available, and
- a recent account statement to confirm that the account details you have provided to us are correct.

If the date of your direct debit falls on a day which is not:

- a State Business Day, if that term is used in your Bank Product Terms and Conditions; or
- otherwise, a Business Day,

and we are unable to debit on this day, we will debit your nominated bank account on:

- the following State Business Day, if that term is used in your Bank Product Terms and Conditions; or
- otherwise, the following Business Day.

If you are uncertain as to which day your nominated bank account will be debited, contact your financial institution.

b) Amendments by us

We may vary the terms of your direct debit arrangements set out in the DDR and DDSA by giving you at least 30 days' prior written notice.

c) Stopping or changing direct debits

You can:

- cancel or suspend your DDR; or
- change, stop or defer a particular direct debit payment,

at any time by giving us at least 10 days' prior notice or by contacting your financial institution.

If you have any debit payments that are due by an agreed date, such as loan repayments, you must provide us with an alternative DDR for us to process the debit payments by that date.

d) Your obligations

You must ensure that there are sufficient cleared funds available in your nominated bank account to process your DDR. If there are insufficient cleared funds in your nominated bank account to meet a debit payment:

- you may be charged a fee and/or interest by your financial institution, and we may also charge you any reasonable costs incurred by us on your account because of the dishonour, and
- you must arrange for the debit payment to be made by another method or arrange for sufficient clear funds to be in your account by an agreed time so that we can process the debit payment.

e) Incorrect debit payments

You must:

- check your account statements regularly to verify that the amounts debited from your account are correct, and
- notify us as soon as you become aware of any debit payments that you think have been made in error or which were not authorised. You should also notify the financial institution at which the account is held.

If our investigations conclude that your nominated bank account:

- has been incorrectly debited, we will adjust your nominated bank account accordingly and notify you of the amount that has been adjusted, or
- has been correctly debited, we will provide you with reasons and evidence of this finding. If you are not satisfied with how the investigation is handled by us, you can make a complaint in accordance with section 13.

f) Privacy

We will hold, use and disclose any information in your DDR, including your account details, in accordance with our Privacy Statement. We will only disclose information that we have about you to the extent specifically required by law or for the purposes of this DDSA (including disclosing information in connection with any query or claim). For example, we may need to pass on details of your DDR to our sponsor bank or other BECS participants to assist with the checking of any incorrect or wrongful debits to your nominated bank account.

10. Macquarie marketplace

When you make a purchase through our Macquarie Marketplace service, the below terms apply:

- Macquarie Marketplace is a distributor of third-party retailers' eGift cards (excluding any of our own 'cash back' offers).
- The purchased eGift card cannot be returned or cancelled.
- Retailers are responsible for all aspects of their eGift cards and programs and we cannot resolve any dispute between you and the relevant retailer.

- You are responsible for the use and safety of your eGift card so treat your eGift card like cash and keep your eGift card email secure.

11. Changes to terms and conditions

We will notify you of any changes to these Terms and Conditions or Bank Account Terms and Conditions:

- in writing, by press advertisement or electronically; and
- as set out in the table below:

Type of change	Time frame
<ul style="list-style-type: none"> • Change the method by which interest is calculated or the frequency it is credited to a Bank Account • Introduce or increase a fee or charge (excluding a government charge) to a Bank Account or for using Digital Banking • A change which could increase your liability for losses relating to Digital Banking transactions • Any other change which we reasonably believe is unfavourable to you 	<p>30 days before the change takes effect</p>
<ul style="list-style-type: none"> • Change the interest rate for a Bank Account • Any other change which we reasonably believe is not unfavourable to you • Introduce or increase a government charge for a Bank Account or for using Digital Banking 	<p>No later than the day of the change</p>
<ul style="list-style-type: none"> • To restore or maintain the security of a system, or to protect you or us where we reasonably believe it is necessary. 	<p>Immediate, without advance notice</p>

12. General terms

12.1 How we will communicate with you

We may communicate with you electronically through:

- notifications in Digital Banking or Authenticator;
- email;
- SMS; or

- messaging on Macquarie's website.

Your Bank Product Terms and Conditions may contain additional provisions relating to how documents and notices are provided under those Bank Product Terms and Conditions.

12.2 Adjustments, set-off and combining accounts

We may adjust debits, credits or the balance of your Bank Account to accurately reflect transactions which have been validly processed. If we do this, we may make consequential adjustments to the interest credited or debited to your Bank Account.

You authorise us to set-off and deduct amounts that you hold in a Bank Account and apply them against any amounts that you owe us, including any amounts that are due and payable under any loan.

We may combine your Bank Account(s) with such other Bank Accounts where we consider it is reasonably necessary to do so.

12.3 Use of Digital Banking

- a. We will use reasonable efforts to ensure that access to Digital Banking is available on a 24 hour continuous basis. However, this may not always be possible.
- b. We may use push notifications to deliver certain information concerning your Bank Account or your use of Digital Banking directly to your compatible Device. We reserve the right to suspend this service at any time, on a temporary or permanent basis, without notice to you.
- c. Digital Banking consists of intellectual property that we own or are entitled to use. You must not do anything that would infringe these rights, such as copy, sell, reverse engineer, or create derivative works based on any of the code or content.

12.4 Financial Claims Scheme (FCS)

Under the FCS, the Australian Government guarantees deposits in bank accounts subject to a payment limit for each account holder. Further information can be obtained from APRA's website www.fcs.gov.au [<https://www.fcs.gov.au>].

12.5 Industry codes

If you are an individual or a small business as defined in the Banking Code of Practice, that code will apply. We will also comply with the ePayments Code when it applies.

12.6 Exercise of our rights and waiver

Our rights under these Terms and Conditions or Bank Account Terms and Conditions:

- a. may be exercised as often as necessary;
- b. are cumulative and not exclusive of our rights under any applicable law; and
- c. can be waived only in writing and specifically.

Any delay in the exercise or non-exercise of any such right is not a waiver of that right.

12.7 Severance

If any provision of these Terms and Conditions or Bank Account Terms and Conditions is unenforceable, illegal or void, it is severed and all other provisions remain valid.

12.8 Governing law and jurisdiction

These Terms and Conditions and your Bank Account Terms and Conditions are governed in accordance with the laws of New South Wales.

You:

- a. irrevocably submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales;
- b. agree, on our request, to appoint an agent for service of process in Australia; and
- c. consent to the service of process by email (unless personal service is required in the circumstances). This does not affect our right to serve process in any other manner permitted by law.

12.9 Force majeure

Neither party will be liable to the other, nor be in default of these Terms and Conditions or Bank Account Terms and Conditions, for failure to observe or perform any provision of them for any reason or cause which could not with reasonable diligence be controlled or prevented by the party in question, provided that the party relying on this section must give notice to the other party of its inability to observe or perform the provision(s) and the reasons for this.

12.10 Interpretation

If there are any inconsistencies between these Terms and Conditions and any Bank Product Terms and Conditions, the Bank Product Terms and Conditions will prevail.

A reference to:

- a. singular includes the plural and vice versa
- b. a document includes any variation or replacement of it, and
- c. a person includes any legal entity, such as a corporation, association or partnership.

13. How to make a complaint

Contact us using the methods available on our website if you have a concern or complaint.

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

The Australian Financial Complaints Authority provides free independent complaints resolution. If you are not satisfied with our response to your complaint, you can contact AFCA at:

Australian Financial Complaints Authority

GPO Box 3, Melbourne VIC 3001

Telephone: 1800 931 678

Email: info@afca.org.au

Website: www.afca.org.au [<http://www.afca.org.au/>]

Macquarie Customer Advocate

The Macquarie Customer Advocate's role is to:

- listen to our customers and provide a customer-centric voice when making recommendations to improve customer experience;
- minimise the risk of future problems by reviewing key customer themes; and
- work with Macquarie complaint teams to promote fair and reasonable customer outcomes.

The Macquarie Customer Advocate is separate to Macquarie's operating, risk and support groups including its internal dispute resolution teams.

14. Definitions

ADI means an authorised deposit-taking institution within the meaning of the *Banking Act 1959*.

Authenticator means the Macquarie Authenticator application, which is available for download for free on either Google Play® or the Apple® App Store.

Authorised User means a person authorised by you to access and/or transact on your Bank Product(s), including any Office Holders, additional cardholders, or any third party you appoint.

Bank Account means any deposit product issued by us and accessible through Digital Banking, including Offsets.

Bank Account Terms and Conditions means the terms and conditions that apply to any Bank Accounts you hold, as varied from time to time.

Bank Product means any Loan Product or Bank Account.

Bank Product Terms and Conditions means the terms and conditions, loan agreement or disclosure documents that apply to the Bank Product you hold.

Biller means an organisation which tells you that you can make payments to them through the BPAY Scheme.

Biometric Data means fingerprint, facial recognition or other biometric information which is used as an identification or authentication method to access a Device, Digital Banking or to authenticate transactions.

BPAY means a payment which you have instructed us to make, through Digital Banking, to a Biller through the BPAY Scheme. BPAY® is a registered trademark of BPAY Pty Ltd ABN 69 079 137 518.

BPAY Scheme means the scheme operated by BPAY, which is a service which allows payments to be made electronically to Billers. This includes rules and operating procedures which govern our participation in the BPAY Scheme.

Business Day means any weekday except for Australian national public holidays.

Card means a debit or credit card (including a digital or tokenised card) we have issued to you. In the case of a digital or tokenised card, this may be issued to you by another party on our behalf – e.g. your Device manufacturer, who has integrated their services with us to enable you to establish digital payments on your Device.

Card Details means the information printed on your Card or shown within Digital Banking which includes the card number, expiry date and Card Verification Code (CVC - the three digits shown on the back of your Card).

Device refers to any computer, mobile phone, tablet, watch or other electronic device which you use to make payments, create and operate digital wallets or tokenised Cards, or otherwise access Digital Banking.

Digital Banking means any online banking platform we offer, either through our website or our mobile application on compatible Devices, which refers to these Terms and Conditions. This may also be referred to as 'Electronic Banking' in some documents or websites.

Direct Debit means a drawing from your Bank Product that you have authorised a third party to make by quoting your BSB and Bank Product number, which is governed by the BECS Procedures available at the AusPayNet website.

ePayments Code is an industry code administered by ASIC which regulates electronic payments, including ATM, EFTPOS and credit card transactions, online payments, internet and mobile banking, telephone banking, direct debits and BPAY.

Financial Services Company or **FSC** is a company or association with whom we have signed distribution and connectivity arrangements or for whom a Financial Services Professional performs their services.

Financial Services Professional or **FSP** means an individual who works as or for an adviser, accountant, administrator, software and data aggregation provider, technology platform owner or operator, stockbroker, risk specialist, mortgage broker, intermediary, custodian, nominee or any person in a similar capacity.

Loan Product means any loan or credit facility (including offset accounts with a BSB starting with 183) which provides you with access to Digital Banking.

Macquarie ID is a unique code allocated to you or an Authorised User by us, or selected by you or an Authorised User, which identifies you or the Authorised User and when used in conjunction with a Passcode provides access to Digital Banking.

Macquarie Marketplace means our online marketplace which allows you to:

- purchase eGift cards using your Macquarie transaction and savings account, or
- redeem Macquarie reward points earned using your Macquarie credit card.

Merchant means a merchant with which you have established, or would like to establish, a Payment Agreement.

Mobile Payment Service means Apple Pay or Google Pay.

- Apple, the Apple logo, Apple Pay, Apple Watch, iPad, iPhone, Mac, Safari and Touch ID are trademarks of Apple Inc., registered in the US and other countries. App Store is a service mark of Apple Inc.
- Android, Google Pay, Google Play, and the Google logo are trademarks of Google LLC.

Mistaken Internet Payment or **MIP** means a Pay Anyone Payment where the funds are paid into the account of an unintended recipient because a BSB, account number, PayID and/or other identifier that does not belong to the intended recipient was entered as a result of:

- your error; or
- you being advised of the wrong BSB, account number and/or other identifier.

MMS means 'Mandate Management Service', the central database of Payment Agreements operated by NPP Australia Limited.

NPP means New Payments Platform operated by NPP Australia Limited.

NPP Payment means a PayID Payment or Pay Anyone Payment made through the NPP network in near real time.

Office Holder means the natural person(s) who hold(s) the office of 'director' of a company (or the equivalent officer of an association).

Offset means a Macquarie offset account issued by us with a BSB starting with 182.

Passcode means any passcode or code that we require you or an Authorised User to keep secret that may be required to authenticate you or a transaction. This includes any usernames, login credentials, Macquarie ID, Passwords, PINs, SMS codes and rolling codes sent through Authenticator.

Password means a security password which is issued by us, or selected by you or an Authorised User, which enables access to Digital Banking.

Pay Anyone Payment means a payment that can be made through Digital Banking which is processed by direct entry or through the NPP (where available), involving the transfer of funds from a Bank Product to another bank account.

PayID means the identifier that you choose to receive PayID Payments to your NPP enabled Bank Product. PayID® is a registered trademark of NPP Australia Limited.

PayID Payment means a payment made through the NPP to a PayID.

Payment Agreement means an agreement established by you and an approved Merchant or Payment Initiator, by which you authorise us to make NPP Payments from your eligible Bank Product.

Payment Initiator means an approved payment service provider acting for a Merchant who is authorised by you to initiate payments from your Bank Product.

PayTo means the service which enables us to process NPP Payments from your eligible Bank Product in accordance with and on the terms set out in a Payment Agreement you have established with a Merchant or Payment Initiator that subscribes to the service. PayTo® is a registered trademark of NPP Australia Limited.

PIN means the optional numeric code you may select to access Digital Banking on a Device, without inputting a Macquarie ID and Password each time, or for accessing Authenticator. It also includes any codes used alongside your Card, at ATMs and EFT terminals.

State Business Day means any weekday except public holidays in the State or Territory that we allocate to your Bank Account. This definition applies only if it is included in your Bank Product Terms and Conditions.

we, us or **our** means Macquarie Bank Limited (Australian Financial Services Licence and Australian Credit Licence 237502), and its successors and assigns.

you means:

- the holder of a Bank Product and, if there is more than one holder, each of you; and
- any Authorised Users (as the context requires).

Any other grammatical form of "you" (including lowercase or possessive use) has a corresponding meaning.

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