



# BOQ MONEY MARKET DEPOSIT ACCOUNTS



CALL ACCOUNT  
TERM DEPOSIT ACCOUNT

MARCH 2020

## TERMS AND CONDITIONS

Product Issuer: **Bank of Queensland Limited** ABN 32 009 656 740 AFS Licence No. 244616

Product Manager: **DDH Graham Limited** ABN 28 010 639 219 AFS Licence No. 226319

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# **1. INTRODUCTION**

## **1.1 Welcome to BOQ**

The terms that govern the way you bank with us are set out in this booklet.

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

## **1.2 How does this document affect you?**

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

## **1.3 Relationship between BOQ and DDH Graham Limited**

DDH Graham Limited (DDH) have been appointed as an agent of BOQ to manage and administer BOQ Money Market Call Accounts and BOQ Money Market Term Deposit Accounts (the BOQ Money Market Deposit Accounts).

All functions, powers or actions which DDH are to perform under these terms and conditions are to be performed by DDH only in their capacity as our agent and may be performed by us.

References to "we/us" relate to both BOQ and DDH individually and collectively unless otherwise noted in these terms and conditions.

Any warranties you give to DDH under these terms of the BOQ Money Market Deposit Accounts are also given to us (individually and collectively).

Please note that by depositing money in a BOQ Money Market Deposit Account, you are making a direct deposit with BOQ. BOQ undertakes to repay your deposit, together with interest due, in accordance with these terms and conditions.

Where authorised by you, DDH may deal with your financial adviser who acts on your behalf. It is your responsibility to ensure that your financial adviser is properly authorised and acting properly on your behalf.

## **1.4 Financial Claims Scheme**

The Financial Claims Scheme provides a guarantee of funds deposited with an authorised deposit-taking institution (ADI) such as BOQ. In the event that an ADI becomes insolvent, customers may be eligible to claim the amount of their

deposits with that ADI from the Scheme. Payments under the Scheme are subject to a limit for each depositor. Further information regarding the Scheme can be obtained from <https://www.fcs.gov.au>.

### **1.5 Need to know more?**

You can contact DDH at any time if you would like any further information about the day-to-day management or administration of your Account. You can contact DDH on the following details:

#### **DDH Graham Limited**

Telephone: (07) 3229 6133 or 1800 006 133

Fax: (07) 3229 2014

Email: [moneymarket@ddhgraham.com.au](mailto:moneymarket@ddhgraham.com.au)

Mail: GPO Box 330, Brisbane Qld 4001

See also further contact details for BOQ under Section 5.4 of these terms and conditions.

## 2. ACCOUNTS

### 2.1 BOQ Money Market Deposit Accounts

Set out below are details of our BOQ Money Market Deposit Accounts:

Accounts	Description
BOQ Money Market Deposit Account – Call	A cash management account with no minimum investment amount.
BOQ Money Market Deposit Account – Term Deposit	A minimum investment amount of \$5,000 with lodgement terms between 31 days and 5 years, offering terms and fixed rates of interest.

### 2.2 Summary of BOQ Money Market Deposit Account features and benefits

Money Market Deposit Accounts		
Features and Benefits, at a glance	BOQ Money Market Call Account	BOQ Money Market Term Deposit Account
Interest Accrued Daily	✓	✓
Interest Frequency Options	Monthly	Monthly / quarterly / semi-annually / at maturity / annually (terms >1 year only)
Regular Savings Plans	✓	✗
Periodical Payments	✓	✗
BPay	✓	✗
Online Services – Full website enquiry	✓	✓
Online Services – Transactions	Electronic payment services such as EFT and BPay	✗
Cheque Book Access	✓	✗
Telephone withdrawals	Prenominated and additional nominated accounts	✗
Minimum Balance	No minimum applies	\$5,000.00
Minimum additional deposit	No minimum applies	Not applicable

## Money Market Deposit Accounts

Minimum or Maximum Term	Not applicable	31 days to 5 years
Entry / Exit Fees	Nil	Nil at maturity (refer 2.7 Term Deposit Accounts – early withdrawals/ Break Cost)
Management Costs	Nil	Nil

### 2.3 Other important information

By depositing funds with BOQ (via a BOQ Money Market Deposit Account) investors obtain the protection of dealing with an ADI licensed under the Banking Act 1959 and regulated by the Australian Prudential Regulation Authority (APRA).

In an investment context, the risks relevant to your Account include the variability of returns and the potential to lose your deposit. The return on your deposit depends on the interest rate that applies to your Account. The interest rate that we pay is affected by a number of factors. Movements in market interest rates create a risk that the interest rate we pay you might become less attractive when compared to returns on comparable investments. This is particularly relevant if your Account has a fixed rate.

Licensed professionals (Australian Financial Service Licence holders) are required to recommend to our customers the appropriateness of BOQ Money Market Deposit Accounts to meet their stated needs.

We may pay remuneration to these licensed persons, to the extent permitted by law and in accordance with the instructions received from each Account holder.

If you earn interest on deposit funds or any other income in relation to your Account, you may have to pay income tax on the amount earned, depending upon your circumstances.

If you do not provide us with a Tax File Number (TFN) or Australian Business Number (ABN), we must deduct withholding tax from any interest that you earn, provided that the amount you earn exceeds a threshold amount. More information on withholding tax is set out in section 2.4(c).

**We recommend that you obtain your own advice regarding all tax matters, as the tax effect of any product or transaction depends upon your individual circumstances.**

## **2.4 Opening an Account**

### **(a) What we need from you**

You can apply to open an Account by signing an application form which authorises us to open the Account.

You must first open a call account prior to accessing the term deposit facility.

When completing an application form, we will ask you to tell us the following information:

- your name, citizenship, residential address and residencies, date of birth, occupation, source of funds and source of wealth;
- details of the name of the Account;
- whether the Account will be held in trust;
- details of all signatories to the Account;
- details of all beneficial owners of the Account; and
- any other name by which you or any signatories may be known (such as maiden name).

You can obtain an Application Form by contacting DDH or via your adviser/broker.

We will review all applications to open your Account regardless of how you apply for the Account. We might not open an Account in certain cases where it would breach our obligations at law.

### **(b) New customers**

If you are not already a customer, please contact DDH to determine what identification is required to open your Account. Please note, BOQ Money Market Deposit Accounts are not available to minors.

Generally you can satisfy our identification requirements for opening an individual Account by providing one of the following:

1. A current Australian or New Zealand drivers licence; or
2. A valid Australian or New Zealand passport (must be current).

### **(c) Tax File Number (TFN)**

We are authorised to request your TFN under the Taxation Administration Act 1953. It is not compulsory for you to give us your TFN and declining to provide us your TFN is not an offence. However, if you choose not to, we must deduct withholding tax at rates up to the highest marginal tax rate, plus the Medicare Levy, from any interest or other amounts that you earn.

You can give us your TFN when you open your Account, or at any other time. However if your TFN isn't supplied prior to an interest payment, withholding tax will be deducted and sent to the Australian Tax Office.

For joint Accounts, each Account holder can provide their TFN. If you hold the Account in trust for another person, such as your child, you should quote your own TFN. However, if you are trustee of a formal trust, the TFN quoted should be that of the trust not your personal TFN.

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

We are required to report details of income earned, withholding tax deducted and TFNs quoted to the Australian Taxation Office. The Privacy Act imposes strict obligations on what we can do with your TFN. We will keep your TFN confidential.

#### **(d) Joint accounts**

You can open a joint account with other people.

If your Account is a joint Account you receive and agree to these terms and conditions as agent for all other Account holders, and anyone operating on the Account. You must pass on these terms and conditions to each of those persons.

You and the other joint holders must indicate how the Account is to be operated (either or both/all to sign). If no nomination is received, we will assume operating instructions to be any party to sign. If you want to change the way the Account is operated, you must advise us in writing.

You (or any other joint holder) can tell us in writing that the Account requires the signatures of all joint holders. If you do, we will dishonour a cheque or withdrawal that is not authorised by all joint holders.

Before you open a joint Account, you should understand that:

- each of you is liable for the debts on the Account;
- if any joint holder dies, we treat the credit balance in the Account in accordance with the operating instructions provided;
- we can deposit to your joint Account any cheques payable to any one or more of the joint holders;
- where a prenominated or an additional nominated account has been provided for your Account, it will be deemed that any one party can instruct electronic fund

transfers via telephone but that written instructions will need to be provided in accordance with the account signing instructions and Online Services transactions in accordance with the registration nomination when applying for Online Services.

If there is a dispute about the signing authority, we reserve the right to permit account operation only when all joint account holders have signed the instruction.

## **2.5 Allowing others to use your Account**

### **(a) General**

You can nominate another person to use your Account by appointing an Authorised Signatory on your Application Form or at any time after opening the account by completing an 'Appointing an Authorised Signatory' form. You are liable for all transactions incurred by that person using your Account, except where you are not liable for loss arising from unauthorised transactions under Chapter C of the E-Payments Code.

Where you appoint a financial adviser, stockbroker or professional adviser company or firm to operate your account any authority you give to them can be exercised by any representative (including authorised representative and employees) of the company or firm notified to us by that company or firm, from time to time. The representative will operate your account, as though that representative were an Authorised Signatory to your Account.

Except in the case of our or DDH's (as applicable) gross negligence, wilful misconduct or fraud, you release us and DDH from, and indemnify us and DDH against, all losses and liabilities arising from any payment that we make or action we or DDH take, as a result of the instructions we or DDH receive from an Authorised Signatory that is within the authority you have provided under your Application Form.

### **What can an authorised person do?**

If you tell us in writing, we will allow another person to use your Account. You are liable for all transactions incurred by that person using your Account. By allowing another person to operate your account they can make changes to your account, including closing your account. It excludes the ability to change the signing instructions on the account or appoint other Authorised Signatories.

**Appointing a Financial Adviser/Stockbroker/Professional Adviser to operate your account**

You can appoint your adviser/stockbroker or professional adviser company or firm to operate your BOQ Money Market Deposit Account. When you appoint your adviser/stockbroker or professional adviser company or firm to operate your account, any representative of that company or firm can act as an Authorised Signatory to your account, provided they are registered with DDH as an Authorised Signatory for that company or firm. You can specify the level of authority you wish to give your financial adviser/stockbroker or professional adviser company as follows:

- **Full Authority** enables withdrawal access to your account and making changes to your account, including closing your account. You are liable for all transactions incurred by that company or firm using your Account.
- **Standard Adviser Authority** provides the ability to authorise withdrawals to your prenominated and additional nominated bank accounts, reduce the amount of any existing regular payment, establish new term deposits in your name, and advise maturity instructions. In addition, this authority allows your financial adviser/stockbroker to process real time deposits and withdrawals to your Account via their ASX regulated Trust Account, for example to settle shares on your behalf.
- **Fee Authority** enables your financial adviser/stockbroker or professional adviser to withdraw their fees from your Account.
- **Tax Authority** enables your financial adviser/stockbroker or professional adviser to authorise payments to the Australian Taxation Office from your BOQ Money Market Deposit Account.
- **Enquiry Authority** enables your financial adviser/stockbroker or professional adviser to obtain information on your Account.

**If no election is made, your financial adviser/stockbroker or professional adviser will be provided with Standard Adviser Authority.**

**(b) Cancelling the Authority**

You can cancel or amend the authority or remove an Authorised Signatory at any time. We will act on this request within one Bank Business day of being notified of the cancellation. You will, however, be liable for:

- any transactions made prior to the authority being cancelled, regardless of when the transactions are debited to the Account; and

- any future dated payments, cheques or authorities established by the person you authorised prior to the cancellation of the authority.

## **2.6 Operating your Account**

### **(a) Account instructions**

You authorise us to act on instructions that you or your Authorised Signatory:

- give or transmit through electronic equipment, including by electronic mail, secure file transfer protocols or by accessing our Online Services;
- give through any BOQ branch or DDH (as applicable);
- give by phone (refer to clause 2.6(d)); or
- give by fax, mail or delivering written instructions to DDH signed by you.

Subject to clause 4.6, we do not need to seek further confirmation from you in relation to any instructions received by us from you or your Authorised Signatory in relation to your account. Except as otherwise stated in these terms and conditions (and in particular clause 5.2), you release us from and indemnify us against all losses and liabilities arising from any payment that we make or action we take based on any instruction that we receive, from you or your Authorised Signatory in the form provided above, except in the case of our gross negligence, wilful misconduct or fraud.

Despite the above, we may decline to act on your instructions when we consider that we have good reason to do so, including as provided for under clause 4.6.

### **(b) Account information**

You can get Account information by contacting us or by accessing DDH's Online Services.

#### **(i) Statements**

We will give you a statement, showing all Account transactions since your last statement, at least every six months. We will provide this statement to you or your appointed agent by mail or electronically via Online Services. The statement shows the transactions that have been made on your Account since your last statement. Some transactions may not appear on the statement you receive because those transactions have been credited or debited to your Account after your statement was produced.

Your statement contains important information about your Account. You should note that:

- entries on your statement should be checked carefully. If you believe any entries or transactions are incorrect or not authorised by you, you should contact us as soon as possible.

- you should keep receipts of all of your transactions, so that you can check these receipts against your statement.

**(c) Making deposits to your Account****(i) Methods of depositing money to your Account.**

*Please note no cash deposits are able to be accepted.*

**a. Regular Savings Plan**

Build up your savings in a disciplined way by using a direct debit facility to set up a specific deposit amount either weekly, fortnightly, monthly or quarterly to your BOQ Money Market Deposit Account. There is no minimum amount required, simply complete a Regular Savings Plan Form and provide a bank statement (no more than 6 months old) of the bank account you are debiting. The Regular Savings Plan Form must be signed in accordance with the account holders of the account being debited. Direct Debits take 3 business days to clear. The Regular Savings Plan Form must be signed by all account holders of the debiting institution.

**b. Depositing your dividends, salary and other income**

Your BOQ Money Market Deposit Accounts can accept regular and ad-hoc income payments. To arrange this, simply contact the relevant payer (including your payroll officer). Banking details are the same as 'Electronic Funds Transfer'.

**c. Electronic Funds Transfer, internet transfers and telegraphic transfers**

All transfers of funds into your Account should be directed to:

BSB	124-001
Account Number	(insert your 9 digit account number)
Account Name	(insert the name of your Account)

All transfers from another BOQ Account should be directed to:

BSB	124-001
Account Number	16010139
Account Name	BOQ Money Market Deposit Product Funds Account
Reference	(insert your 9 digit account number)

#### **d. BPay**

To send funds to your BOQ Money Market Deposit Account via BPAY, contact the financial institution holding the funds and provide the following:

Biller Code 91462

Reference Number (contact DDH for your unique reference number)

#### **e. Cheque deposits**

You can deposit cheques over the counter at any BOQ Branch by using your personalised deposit book, or via mail to DDH.

All cheque deposits must be made payable to either "BOQ Money Market Deposit Account – (insert account name)" or to the name of the account holder. We will not accept cash, cash cheques or cheques made payable to any other person. Cheque deposits, including bank cheques, take up to four business days to clear.

### **(d) Making withdrawals from your Account**

#### **(i) You may make withdrawals in the following way:**

##### **a. Internet and phone withdrawal service**

You may provide DDH with details of nominated bank account/s and BPAY Biller Codes that funds from your Account can be transferred to via phone request or our Online Services ([www.ddhgraham.com.au](http://www.ddhgraham.com.au)) on your Application Form.

##### **b. Third party EFT requests, including BPAY**

All requests for third party electronic fund transfers (EFTs), and BPAY requests must be received by DDH in writing bearing your account number and signed by you or your Authorised Signatory. Third party requests can be received by DDH via mail, facsimile or delivered or remitted electronically. In some circumstances you may accept additional terms and conditions to enable processing EFT and BPAY transactions via Online Services. You can obtain further information on this service via DDH.

##### **c. Periodical Payments**

You can arrange for DDH to make regular EFT payments from your account weekly, fortnightly, quarterly, semi-annually or annually. There is no minimum amount, simply complete a Periodical Payment Request Form and sign in accordance with the account operating instructions.

**d. Telegraphic Transfers**

By providing DDH with a request in writing, you can EFT funds to Australian Banks (usually same day) and overseas Banks (generally 48 hours but can vary). The minimum amount that can be sent is AUD\$100. A fee applies for this service – refer to 'Schedule of Fees and Charges'.

**e. Cheques**

If you have a Money Market Deposit Call Account you may request a personalised cheque book on your Account. Your cheque book will be mailed to your postal address after the first deposit has been received. A fee applies for the printing of your personalised cheque book – refer to 'Schedule of Fees and Charges'. Cheques written from your cheque book are unable to be cashed, including at any BOQ branch.

**f. Branch withdrawals**

You may make withdrawals at any BOQ branch, via a bank cheque. Where you make withdrawals at one of our Branches, our Branch staff will request you to complete and sign a withdrawal request then provide those instructions to DDH. DDH will verify your signature against your original application form, ensure sufficient cleared funds are held in your Account, then instruct our Branch staff to issue you with a bank cheque. A fee applies for the issue of a bank cheque – refer to 'Schedule of Fees and Charges'. Please also refer to our lodgement times at 2.6(d)(ii).

**g. Direct debit requests**

You can authorise a person or organisation to debit your BOQ Money Market Deposit Account for expenses such as loan payments or credit card expenses. This is arranged via the institution to receive the funds.

**(ii) Lodgement times**

The following times indicate the latest time your correctly completed request must be received for processing the same business day. Requests received after this time will be processed the following business day.

Type of request	Time (AEST)
EFT requests processed by DDH	1.30 pm
EFT requests processed via Online Services	3.30 pm
Bank cheques	12 noon
Cheques collected at DDH	
Lodge by	12.30 pm
Collect by	60 mins after lodgement

Type of request	Time (AEST)
Bank Cheques collected at branch	
Lodge by	12.30 pm
Collect by	60 mins after lodgement
BPay requests processed by DDH	1.30 pm
BPay requests processed via Online Services	2.30 pm
Telegraphic Transfers – within Australia	2.00 pm
Telegraphic Transfer – Overseas	Time dependant on receiving country
Overseas Bank Drafts	12 noon
All other withdrawals processed by DDH	12 noon
Direct debits (Inwards)	2.00 pm
Term Deposit Maturity Instructions	4.30 pm

## 2.7 Interest rates

### (a) Interest that we pay to you

If you have money in your Account, you may earn interest. Details of interest rates that apply to your Account are:

- printed on your Account statement (if applicable);
- printed in term deposit account confirmations;
- available on request or via your broker or adviser; and
- available by contacting us on 1800 006 133

The interest rate of your Call Account may be affected by changes in the official cash rate, determined by the Reserve Bank of Australia. Your interest rate can be affected by the prevailing interest rates between Australian Banks. These interest rates may vary depending on a number of factors including Australian interest rates, market liquidity and other economic, social and political factors.

It is therefore not possible for us to disclose the specific interest rates that will apply to your BOQ Money Market Deposit Account in these Terms and Conditions. You may however obtain details of the current interest rates by contacting DDH.

### (b) How the interest you earn is calculated and paid

Interest on your BOQ Money Market Deposit Accounts, including term deposits, is paid into your Call Account and then may be directed to a prenominated external bank account. Interest is calculated on the daily closing balance of your Account using the following formula:

Daily Closing Balance x Interest Rate% / 365

**Example of how daily interest is calculated**

At the close of business on 1 May the Account has a balance of \$100,000. The interest rate applicable to the Account is 3% p.a.

Daily interest calculation for 1 May:

$$\$100,000 \times 3\% / 365 = \$8.22$$

We calculate this interest:

- from and including the day that funds are deposited to your Account;
- on the daily balance in your Account

We pay interest monthly on all Call Accounts and either at the end of term, or as arranged on commencement, on our Term Deposits. If you choose the end of term option and the term is longer than 12 months, we will pay you interest annually and at the end of term.

Interest payments are paid to your Call Account and then either:

- directly to an account with us or another Financial Institution; or
- added to the principal amount (i.e. your current deposit amount) and reinvested (Call Accounts only).

**Term Deposit Accounts – early withdrawals/Break Cost**

We may allow you to withdraw your money during the investment term from a Term Deposit Account by allowing you to partially or fully withdraw from your Account. Any subsequent requests for early partial withdrawals from the same deposit will require all your funds to be withdrawn and your Term Deposit Account closed.

You must give us 31 days prior notice if you want to withdraw all or part of your money from your Term Deposit Account outside of the Grace Period, unless you are in a financial hardship situation (in which case we may allow you to withdraw your funds earlier). The first day of the notice period is the day that we receive your notice of early withdrawal. You will be asked to provide us with your instructions for the disbursement of the funds from your Account at the time that you give us your 31 days notice of early withdrawal. The funds will be automatically disbursed to the Account that you have nominated 32 days after we receive your notice of early withdrawal.

If you do not provide sufficient details of a bank account to enable us to disburse your funds to that account, we will attempt to contact you. If we are unable to contact you, we will make the funds available to you in your Call Account.

If you are in financial hardship, you must provide evidence of such financial hardship and meet BOQ's criteria for verifying financial hardship.

You may change or cancel your request to close your Account and withdraw all your funds at any time up until 5:00pm (Brisbane time) 3 Business days before the funds will be disbursed by contacting us or DDH.

If you cancel your instructions to close your Account, then your funds will continue in the same Account until the maturity date without any interest rate adjustment, unless you later issue another early withdrawal notice, giving 31 days notice.

A Break Cost will be applied to your Account if you withdraw funds before the maturity date. Sometimes that means that we take money from the principal of your deposit, or you may need to refund interest that we have already paid you.

The Break Cost is calculated using a formula which varies depending on a number of factors, including:

- The amount to be withdrawn
- The time to maturity
- The current interest rates for the relevant term
- The outlook of Australian interest rates

The minimum Break Cost is \$100.

### **Example of the break cost**

On 1 July, a term deposit is opened with a balance of \$150,000 for a term of 6 months (180 days) at an interest rate of 4.25% p.a. On 1 November, 4 months (120 days) into the investment term, a full withdrawal is requested from the Account.

On withdrawal of the Account balance the interest for the account will be recalculated as follows:

Interest accrued at the 6 month rate of 4.25% p.a. ( $\$150,000 \times 4.25\% / 365 \times 120$  days) = \$2,095.89

Interest accrued at the 4 month rate (completed time) of 3.95% p.a. (4 month rate on 1 July, being the interest rate applicable for an investment of 4 months as the original investment on the date of investment): ( $\$150,000 \times 3.95\% / 365 \times 120$  days) = \$1,947.95

Total break cost: \$2,095.89 - \$1,947.95 = \$147.94

If the total break cost from the above calculation was less than \$100, the break cost would be \$100 (minimum cost).

## **2.8 On maturity of your term deposit account**

When your Term Deposit Account matures, the funds will be automatically reinvested, unless you provide us with instructions prior to the term deposit maturing. It is your responsibility to monitor the maturity date for your Term Deposit and we will not notify you when your Term Deposit is due to mature.

You may reinvest part or all of the funds for a term and rate accepted by you provided you still meet all of the eligibility criteria. If you do not provide instructions upon maturity of the Term Deposit, we will reinvest the funds for the same term as the initial investment at the applicable interest rate which is in place at the time of reinvestment.

For example, if you invest \$50,000 in a term deposit account with us for a term of 4 months, and you do not tell us what to do with the funds at maturity, we will reinvest those funds for another 4 months upon expiration of the initial term.

We will pay you interest on the reinvested funds at the interest rate we then offer on investments of that amount and term. This interest rate may be less than the interest rate applicable to your original investment. In addition, as interest rates may vary over time, we encourage you to contact us before your Term Deposit Account matures to discuss the interest rates that are available to you. It is important to note that interest rates will change and you are unlikely to receive the same interest rate on your Term Deposit Account from one term to the next term.

If you wish to change the term for which the funds will be reinvested, you must inform us of this change by, at the latest, prior to 4.30 pm on the day of maturity.

Alternatively, you can change the term for your Term Deposit Account during the Grace Period.

## **2.9 Grace Period**

If we do not receive instructions from you or your Adviser when your term deposit matures, your deposit will be automatically reinvested for the same period as your previous term. However, you may be entitled to a Grace Period.

## **2.10 When you stop using your Account**

### **(a) Inactive Accounts**

If your Call Account becomes inactive, we may close your Account upon giving you not less than 14 days prior written notice to your last mailing address recorded by us.

Your Account becomes inactive if:

- you do not make any deposits or withdrawals during a continuous 2 year period; and
- the balance of your Account is \$30 or less.

Where your Account has never been active (has never received a transaction) we may close your account after a period of 2 years without providing you with written notice.

### **(b) Unclaimed money**

Where funds in your Account become "unclaimed money" for the purposes of the Banking Act 1959 (Cth), we will treat such amounts in accordance with the requirements under section 69 of the Banking Act. Money held in an Account that is a term deposit will not become unclaimed money. We will treat all other amounts in accordance with section 69 of the Banking Act.

If funds in your Account become unclaimed money, we will close the Account and forward credit balances exceeding \$500 to the Commonwealth Government. If the Commonwealth pays interest on unclaimed moneys to us, we will make a corresponding payment to you.

### **(c) When we can operate on your Account**

In certain circumstances, we can operate on your Account. For example, we will close a term deposit account where the balance is less than \$5,000 and transfer the funds to your Call Account. We can also correct mistakes on your Account, without any notice to you. We can determine the order of priority of payments from the funds in your Account.

### **(d) Our right to combine Accounts**

We can combine the balances of two or more of your Accounts, even if the Accounts are held in joint names. For example, if your Account has an unauthorised overdrawning, we might use money in any other Account in your name to reduce the amount you owe on the overdrawn Account.

However, this would not happen where, for example:

- we know the Accounts are not held by you in the same capacity (e.g. where you have a personal Account and also an Account as trustee for a self-managed superannuation fund);

- we have specifically 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 or the Banking Code of Practice).

We will tell you if we have combined any of your Accounts. We do not have to notify you before we exercise our right of combination. However, we will provide you with details of such amounts or any combination of accounts upon request from you.

You should not assume that an unauthorised overdrawn Account will be combined by us with an account that is in credit (e.g. in order to cover cheques you have drawn on the overdrawn Account) unless we have agreed to do so.

#### **(e) Closing Accounts**

If you ask us to, we will close an Account that is in credit upon receipt of a correctly completed request and with 31 days prior notice if it is a Term Deposit Account.

We may close your Account at any time for any reason. Without limiting the reasons why we may do so, this may happen if:

- we reasonably consider you induced us to provide you an Account by fraudulent misrepresentation;
- we believe the Account is being used in a way that may cause loss to you or us or may cause a breach of law or regulation;
- you cease to meet any of the eligibility criteria on any of our Accounts (for example, the balance in your Account falls below any prescribed minimum amount); or
- the Account is an inactive account as described in these Terms and Conditions.

If we close your Account we will:

- give you not less than 14 days prior written notice to your last mailing address recorded by us (unless we reasonably believe the closure is required more urgently); and
- pay you the credit balance after allowing for accrued interest, fees and charges.

If we close your Account:

- all cheque books will be cancelled; and
- you must immediately cancel any automatic payment authorities linked to your Account. Automatic payment authorities will continue until cancelled by you.

**(i) How we calculate your closing balance**

The credit balance of your Account is calculated as the current balance plus any deposit interest, less any accrued Account fees and government charges applicable, up to the closing date.

**(ii) How we calculate your closing balance if there are uncleared funds**

If there are any uncleared funds in your Account at the time you ask us to close it, we are unable to pay those funds to you until they are cleared.

**(iii) What you must do when you close your Account**

You may close your Account by:

- telling us verbally, or in writing; and
- cancelling all direct debits or direct credit arrangements.

## **3. PAYMENT SERVICES**

### **3.1 Payment Services**

Payment Services are available on the Call Account.

### **3.2 Authorised Users**

A reference to "you" includes all Authorised Users using your Account where the context allows, unless stated otherwise, and "your" has a corresponding meaning.

### **3.3 Cheques**

#### **(a) Features and benefits**

Cheques allow you to make payments to other parties if you do not wish to pay by electronic means.

#### **(b) Cheque access**

You must have a credit balance in your Call Account before we will allow you to have cheque access on your Account. If you choose to have cheque access on your Account a cheque book will be mailed to you, usually within 10 business days.

#### **(c) Risks**

You can stop a cheque being paid by notifying us in writing, before the cheque has been presented. If the cheque has already been paid, your Account will be debited for the amount of the cheque you have drawn.

If you issue a cheque with the words "or bearer" included on it, any person who has possession of it may obtain payment of the cheque, even if that person found it or stole it. If you cross out the words "or bearer", only the person named on the cheque can obtain payment.

No cheques written from your BOQ Money Market Deposit Account are able to be cashed, including over the counter at any BOQ Branch.

If you mark a cheque "not negotiable", where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it to him or her. If the cheque is not marked "not negotiable", a person who innocently obtains the cheque from someone not entitled to it may obtain payment of the cheque.

You are responsible for ensuring that your cheques are filled out so as not to mislead us or make it easy for someone else to alter your cheque. Instructions on how to minimise the risk of unauthorised alteration of cheques are set out in section 3.3(d)(ix).

If your cheque is "dishonoured", we will not pay the cheque.

The person to whom you have given the cheque will be told by their bank that your cheque has been dishonoured. We will charge you a fee when your cheque is dishonoured - refer to the Fees and Charges.

#### **(d) Other important information**

##### **(i) What is a cheque?**

A cheque is a written order to a financial institution to pay a sum of money on demand.

##### **(ii) Time taken for clearing a cheque**

Cheque clearance involves several steps, which can take a number of days.

The usual time for clearance of a cheque is between 3 and 5 Business Days.

Normally, you will not be able to withdraw the value of a cheque you deposit until the cheque is cleared, even though your Account may be credited with the proceeds of the cheque.

##### **(iii) How a cheque may be specially cleared**

If you want a cheque cleared quickly, you can ask us for a special clearance. You must ask for the special clearance at the time you deposit the cheque. You should ask for an estimate of the time it will take and the cost. Our fee for a special clearance covers the extra administrative costs involved in making a special clearance request to the financial institution where the cheque is held (including a possible courier charge).

##### **(iv) Third party cheque deposits**

Cheques can normally only be deposited into the Account of the person or company named as the payee on the cheque. If you are depositing a cheque to your Account, and you are not the person named in the cheque, please ensure that the payee transfers ownership of the cheque to you by signing the back of the cheque in the following manner:

Please pay [your Account name]

Signed [payee's signature who we will ask to identify]

We can ask you at the time you deposit the cheque, how you received the cheque, and make enquiries with the payee or the person who drew the cheque, to ensure that the cheque has not been lost or stolen.

If the cheque has not been properly signed over, or if a satisfactory explanation as to how you received the cheque has not been given to us, we may refuse to accept the deposit.

**(v) What is the effect of crossing a cheque?**

If you cross a cheque you are telling a financial institution not to cash it over the counter. The cheque must be paid to an account at a financial institution. If a financial institution does cash the cheque it can be liable for any loss suffered by the true owner.

Crossing a cheque means drawing across the face of the cheque two parallel lines, with or without the words "not negotiable" between them. A crossing may be added by you when you make out a cheque or by any person who obtains possession of the cheque.

**(vi) How to open a crossed cheque**

Once a cheque has been crossed, it can only be "opened" by the person who originally made out the cheque. By opening the cheque, the holder of the cheque will be open to cash it over the counter at a financial institution. A cheque can be opened by striking out the crossing, adding the words "pay cash" and then signing (not initialing) the alteration.

**(vii) What is the meaning of "not negotiable"?**

The words "not negotiable" between two parallel lines across the face of a cheque mean that, where the cheque is transferred, the person who obtains the cheque has no greater rights than the person who transferred it to him or her.

For example, your cheque might be stolen and then passed on by the thief to another person. That person might then obtain payment of the cheque.

**(viii) What is the meaning of "account payee only"?**

These words on a cheque are a warning to a financial institution with whom the cheque is deposited that the cheque should be paid only to the person named on the cheque as payee. If that financial institution pays a different person, it can be liable to the true owner, unless the financial institution acted in good faith and without negligence (e.g. by making enquiries and receiving a reasonable explanation).

The words "account payee only" do not prevent the transfer of a cheque.

### **(ix) What is the significance of deleting "or bearer"?**

Cheques are generally printed with the words "or bearer" appearing at the end of the line on which you put the name of the person to be paid.

For example:

The words "or bearer" mean that (except in cases where the cheque is crossed and must therefore be collected by a financial institution) we have authority to pay it to any person in possession of it, even if that person found it or stole it, unless we have reason to suspect that the cheque might have fallen into the wrong hands.

### **(x) How and when can a cheque be stopped?**

You can stop payment of a cheque you have written by telling us before the cheque is paid by us. Speed is important. You can tell us by telephone, facsimile, electronically (including electronic mail) or in physical writing. You should identify the cheque clearly by giving the amount, number and date of the cheque and to whom it is payable. Details of our fees for this service are set out in Fees and Charges (section 6).

### **(xi) Reducing the risk of unauthorised alteration**

When you write a cheque, you should take care to reduce the opportunity for forgery and fraud. You have a duty to fill out the cheque so as not to mislead us or make it easy for someone else to alter your cheque.

You should:

- not leave gaps between the words or figures;
- begin the amount in words as close as possible to the left-hand side;
- begin the amount in figures as close as possible to the dollar sign (\$);
- never write a cheque in pencil or ink that can be rubbed out;
- never sign a cheque before it is used or filled out; and
- always write the amount of the cheque in words as well as figures, because words are harder to alter without your authority.

### **(xii) Cheques unpaid or "dishonoured"**

Your cheque could be "dishonoured" in certain circumstances, such as where:

- there is not enough money in your Account to cover the cheque;
- there is some irregularity with your cheque.

For example your cheque is unsigned, is more than 15 months old, is post-dated (i.e. bears a date that has not arrived), or has been materially altered (e.g. by a change of the amount originally stated in it) and you have not signed the alteration;

- you have instructed us to stop payment of your cheque;
- we have received notice of your mental incapacity, or of your death;
- we have stopped all transactions on your Account; or
- we have frozen your Account where required by law or court order.

If we dishonour your cheque, we will not pay the cheque and will charge you a fee - refer Fees and Charges.

If a cheque you have deposited is dishonoured, we will tell you. We will reduce the balance of your Account by the amount of the cheque if we have already credited your Account with that amount.

### **3.4 Bank cheques**

#### **(a) Features and benefits**

A "bank cheque" is a cheque that a bank draws on itself. Bank cheques are generally treated in the same way as ordinary cheques. Although many people regard bank cheques as cash, in certain circumstances the bank cheque might not be paid by the bank that issues it. Banks who are members of the Australian Bankers' Association (including us) have adopted the following policy in relation to bank cheques:

##### **(i) Forged or unauthorised bank cheques**

If the signature of an officer of a bank is forged or placed on a bank cheque without the bank's authority, the bank is not legally liable to honour it.

##### **(ii) Bank cheque materially altered**

A bank will dishonour a bank cheque which has been fraudulently and materially altered. A bank will cooperate with any holder of a cheque, or a person who is about to receive it, who wants to verify that the cheque is a valid bank cheque.

##### **(iii) Bank cheque reported lost or stolen**

Where a bank is told that a bank cheque is lost or stolen and is satisfied that this is the case, the bank will not honour it if it is presented for payment by a person who has no right to it. The bank can provide a replacement bank cheque for a fee.

#### **(iv) Court order restraining payment**

A bank must observe an order of a court restraining the bank from paying its bank cheque which is presented for payment while the order is in force.

#### **(v) Failure of consideration for the issue of a bank cheque**

Where a bank has not received payment for issuing a bank cheque to a customer (e.g. the customer's cheque to the bank in payment for the bank cheque is dishonoured), the bank will refuse to pay the bank cheque if the person presenting the bank cheque for payment:

- has not given value for it (e.g. the bank cheque is stolen); or
- has given value for it but at the time of doing so he or she knew the bank had not been paid for the bank cheque (e.g. that the cheque in favour of the bank had been dishonoured).

Details of our fees for the issue of a bank cheque or a replacement bank cheque are set out in Fees and Charges.

### **3.5 Direct debits**

#### **(a) Features and benefits**

A direct debit arrangement is an agreement between you and a merchant in which you preauthorise the merchant to bill your Call Account at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by you. The amount may differ or be the same for each transaction. For example, you may ask your local gymnasium to charge your monthly gym membership fee to your Call Account each month.

Some benefits of a direct debit arrangement are:

- it ensures timely payments are made to the merchant;
- it saves you time as direct debits are processed automatically;
- it may save you money when compared to other payment methods, such as cheques and money orders.

You should be aware however, if there are insufficient funds in your Account to cover the direct debit, you may be liable for both late payment fees charged by the merchant and additional bank fees will also apply.

You will need to enter into a direct debit service agreement with the person who will be debiting your Account. We will then allow that person to debit your Account in accordance with that agreement.

**(b) Some rules about direct debits**

To institute a direct debit arrangement, you will need to give your personal details such as your Account number and BSB to the person who will be debiting your Account.

You are encouraged to maintain a record of any direct debit arrangement you enter into with a merchant. A template record is available from the Australian Payments Clearing Association website, [www.apca.com.au](http://www.apca.com.au).

To change a direct debit arrangement you should contact the merchant at least 15 days prior to the next scheduled payment. Until you attempt to change or cancel the direct debit arrangement we must accept the merchants transaction.

Should you elect to close your Account, or should we close your Account, you should contact the merchant to revise your direct debit arrangement as the merchant may stop providing the goods and/or services.

We recommend you keep a copy of any change in Account details letter sent to your merchant and your direct debit service agreements. This correspondence will be required if your merchant does not comply with your request in a timely manner and you decide to dispute any incorrectly charged direct debits. Any issues with your direct debits, including the failure of the merchant to act on a change in Account details advice, should be taken up directly with your merchant first.

Should the merchant fail to act in accordance with your instructions you may have rights to dispute the transaction.

**(c) Cancelling a direct debit**

If the direct debit is set up drawing on your BSB and Account number, you may instruct us to cancel the direct debit on your behalf. If you instruct us to cancel the direct debit, we will prevent the previously authorised party from debiting your Account and we will advise that party's financial institution that we have done this. You should also contact the previously authorised party yourself to instruct them to cancel the direct debit.

**3.6 Direct credits****(a) Features and benefits**

You can authorise any person (e.g. your employer) to electronically credit funds to your Account. See section 2.6(c).

## **(b) Some rules about direct credits**

To institute a direct credit arrangement, you will need to give your personal details, such as your Account number, to the person who will be crediting your Account.

If you wish to stop the direct credit arrangement, you will need to instruct the person who will be crediting your Account directly. We are unable to stop direct credits from being deposited to your Account.

If your Account is closed and you do not notify the person who will be crediting your Account of your new bank account details, any funds credited to your old Account will automatically be sent back to the person crediting your Account.

## **3.7 Periodic Payments**

### **(a) Features and benefits**

You can arrange for us to transfer payments from your Call Account automatically, so that you do not have to remember to make the payments yourself. This service is particularly useful for making pension or loan payments, either to us or to another financial institution.

Unlike direct debits, the person you are paying does not need to know your personal details, such as your Account number (unless the person you are paying is us). You can instruct us at any time to cancel the service, however you must tell us at least two Bank Business Days before your next periodic payment is due.

### **(b) Risks**

We will attempt to make payments on the days you tell us to. However, we are not responsible for:

- failing to make a payment;
- making a late payment; or
- any other failure to follow your instructions.

Except where we have acted with gross negligence, wilful misconduct or fraud.

If we do not make the payment, you are still responsible for making that payment. You must ensure that there are sufficient cleared funds in the Account when the payment is due. If there are not sufficient funds, the payment may not be made. If you do not tell us of cancellation of a periodic payment at least two Bank Business Days before the next payment date, we may make that payment regardless of your instruction not to do so.

**(c) Stopping a periodic payment**

If you have set up a periodic payment from your Account, and you want to stop a specific transfer, you will need to tell us at least two Bank Business Days before that transfer order is due and tell us:

- the amount of the transfer;
- the payee;
- when the transfer is due; and
- your Account that the transfer is to be deducted from.

**(d) Other important information**

The funds will be transferred from your Account on the day the transfer is due. If the transfer is due on a day that is not a Bank Business Day, it will be paid on the Bank Business Day prior to the due date.

If your transfer is going to an Account at another financial institution, even if the transfer is due on a Bank Business Day, we may not be able to pay it until the next Business Day.

We can cancel your instruction for a transfer order at any time by telling you in writing, including where a transfer has failed three consecutive times due to insufficient or uncleared funds. We will also stop transfers in other circumstances (for example, death or bankruptcy).

**3.8 Telegraphic transfers****(a) Features and benefits**

We can transfer funds electronically to other banks within Australia and overseas. We will send the transfers to the payee's bank through other Australian and overseas financial institutions. Normally, we expect the overseas payment to arrive within 48 hours, but processing times can vary.

**(b) Risks**

We cannot guarantee when delivery of funds made by telegraphic transfer will arrive. If a payment is required to be made by a certain time, you must ensure that it is received by that time.

We do not accept liability if a telegraphic transfer is not made, is late, or we fail to follow your instructions, in each case for reasons outside of our control.

If we do not make the payment, you are still responsible for making that payment.

### **3.9 Bank drafts**

#### **(a) Features and benefits**

A draft is an international bank cheque issued in a foreign currency. Drafts can be ordered via DDH and will be issued within 2 business days. Drafts are an economical method of making non-urgent overseas payments. You simply post the draft to the payee.

#### **(b) Risks**

If a bank draft is lost or stolen, you should contact us immediately. We will arrange to stop payment and issue a replacement. However, if the draft has already been paid, you will not be able to obtain a replacement, or a refund of the amount you have paid for the bank draft.

### **3.10 Foreign currency cheque deposits**

#### **(a) Features and benefits**

Subject to our approval, you can lodge foreign currency cheques for credit to your Account. We will convert the foreign currency amount to Australian dollars. Usually the exchange rate is applied on the day the cheque is credited to your Account. Foreign currency cheques usually take 8 weeks to be cleared, but may take longer.

You will not have access to the funds represented by the cheque until it is cleared.

#### **(b) Risks**

Like all cheques, a foreign currency cheque can be dishonoured. Because the exchange rate that is applied to your cheque is the rate on the day the cheque is credited to your Account, the exchange rate may be more or less favourable to you than when you requested the foreign currency cheque, or when you first received the cheque. This means that the cheque may be worth more or less to you at the time of crediting to your Account than when you received it.

Foreign currency cheques usually take 8 weeks to be cleared, but may take longer.

You will not have access to the funds represented by the cheque until it is cleared.

## 4. GENERAL TERMS AND CONDITIONS

### 4.1 Changes to terms and conditions of banking services

The information in these Terms and Conditions is up to date at the time it was prepared. We can change the terms and conditions that apply to your Account, including the way you access your Account, at any time.

The types of changes that we can make include:

- making changes required to comply with any law or guidance or requirement of a regulator, or a decision of a court or other dispute resolution process;
- changing interest rates, discount rates or overdue rates (including any component of them such as a margin). This includes increasing, decreasing, renaming or substituting rates. It also includes adding, removing or changing margins. However, we cannot change an interest rate during a fixed rate period;
- changing fees and charges. This includes changing the amount of fees and charges and introducing or removing them.

We can also make a change to these terms and conditions if:

- we reasonably consider you will benefit from it;
- it is administrative or minor or corrects a mistake or omission;
- it reflects changes to our business or systems;
- it is made for security reasons;
- the change is reasonably made on a product or like customer basis (for example, to reflect current industry or market products or conditions).

We will tell you of changes to these terms and conditions in accordance with the law and any Code to which we subscribe.

Generally, we will tell you about changes as soon as reasonably possible (which may be before or after the change is made) or, where the change is unfavourable to you, by providing you with 30 days' notice. However, if we change an interest rate, we will tell you no later than the date of the change, unless we are not able to because the interest rate is calculated according to a money market rate or some other external rate, or a rate otherwise designated as a variable rate. Where there is a change to, or introduction of, a government fee or charge, we will tell you reasonably promptly after the government notifies us (however, we do not have to tell you if the government publicises the change to or introduction of the fee or charge). We may also give

you a shorter notice period (or no notice) of an unfavourable change if it is reasonable for us to manage a material and immediate risk.

We tell you of changes by writing to you, advertising in a newspaper, placing a notice on or with a statement of account or other material we send you, or in any other way permitted by law or any code to which we subscribe.

If we are required to notify you in writing of any changes, we will send the notice to the last mailing address recorded by us or it will be available to you via Online Services if you have elected to receive electronic communications. For joint accounts, we will only send one notice to the last mailing address. If you have agreed to us doing so, we can notify you of any changes by e-mail, or where permitted by posting the information on DDH's website.

If you elect to receive notices electronically, you will not receive paper copies of those notices from us unless you specifically request this of us. If you do not check your Account via Online Services regularly, you might not be aware of a change to your Account until after the change has become effective. A paper copy of any updated information will be given to you without charge on request. We may also issue an addendum with new information. The current terms and conditions and any addenda will be available in paper form from DDH. If there are enough changes to these terms and conditions to warrant doing so, we will consolidate them in a single publication.

#### **4.2 Covering us for loss**

You agree that if we suffer or sustain any direct loss, claim, demand or damage directly or indirectly because of:

- the use or misuse of your Account;
- any misuse of our facsimile instructions service, online services or any other communication services;
- the use or misuse of any payment instrument or account access mechanism used with your Account; or
- any breach of the terms and conditions in this booklet;

by you or anyone authorised by you, or someone purporting to be you or someone authorised by you to use your Account or because of any Authorised Signatory acting outside the scope of your authority, you will save us harmless and pay us the amount of that loss, claim demand or damage on demand, including all reasonable legal costs on a full indemnity basis, even after your Account is closed. This indemnity does not apply to the extent of any loss resulting from our gross negligence, wilful default or fraud.

In addition, you or an Authorised Signatory will, if requested, provide to us an additional indemnity in a form acceptable to us before we act on your instructions (including instructions from an Authorised Signatory on your behalf).

You will not be liable for any loss, claim, demand or damage caused by us or our employees or agents in circumstances where there is a breach of a legal duty of care owed to you by us or any of our employees or agents or if we or our employees or agents have engaged in wilful misconduct or been fraudulent, and such loss or damage is a reasonably foreseeable result of any such breach or conduct.

#### **4.3 Customer integrity**

You must deal with us honestly and in good faith at all times. If we suffer loss because you do not deal with us honestly or in good faith, we will take steps to recover that loss. We must do that in the interests of our other customers and shareholders. In some circumstances we will give you notice telling you what the loss is. In some circumstances we do not have to give you a notice. For example, a court may excuse us from giving notice, or we may have made reasonable attempts to notify you without success.

#### **4.4 Authorised Signatories**

- (a) You appoint an Authorised Signatory at your own risk. You are responsible for monitoring the transactions that the Authorised Signatory makes on your Account. Accordingly, you are responsible for the transactions that the Authorised Signatory makes on your Account, even if you are not aware of the transaction.
- (b) You can cancel the Authorised Signatory's or any other person's authority at any time by telling us in writing, however you will be liable for:
  - a. Any transactions made prior to the authority being cancelled/or notifying us of the cancellation; and
  - b. Any future dated payments established by the Authorised Signatory prior to the cancellation of the authority and/or you notifying us of the cancellation.

#### **4.5 Online Services**

- (a) You agree:
  - i. To use Online Services only if permitted by us for legitimate purposes;
  - ii. Not to interfere with or damage (or attempt to interfere or damage) any code, data or software associated with Online Services;
  - iii. Anything associated with or available through Online Services belongs to us or other third persons and

is protected by intellectual property rights and you agree not to access, download or otherwise use such things other than as expressly permitted by these terms and conditions;

- iv. You accept full responsibility and you indemnify us for any expense, loss or liability incurred as a result of any unauthorised use by you or your Authorised Signatories of such things;
- v. To keep confidential and secure any information or data obtained at any time by using Online Services; and
- vi. To keep each login and password secure.

(b) We will be entitled to assume that any user has your authority each time Online Services is used in conjunction with your login and one or more Security Codes (as required), except for use occurring up to 48 hours after you have given us notice to the contrary.

(c) We will use reasonable efforts to provide (but do not guarantee that we will provide) reliable data and information, to the extent that it is within our control. We take no responsibility for the reliability of data and information outside our control.

(d) Subject to conditions and warranties implied by legislation, we exclude:

- i. Liability for any delay, interruption or unavailability of Online Services and for any inaccuracy or incompleteness of data provided by any person and available via Online Services; and
- ii. All terms implied by statute, general law or custom except ones that may not be excluded. If we breach any condition or warranty implied by legislation in a contract with a customer, liability for that breach is limited to a resupply of the goods or services in respect of which the breach occurred.

(e) We:

- i. Will use all reasonable efforts to provide (but do not guarantee we will provide) access to Online Services at all reasonable times; and
- ii. Reserve the right to suspend or terminate use of Online Services at any time for any reason.

(f) You may end use of this service at anytime by giving us written notice.

#### **4.6 EFT Payments through Online Services**

- (a) You must notify us promptly if:
  - i. You become aware that you have made a mistake; or
  - ii. You become aware of any delays or mistakes in processing your transactions.
- (b) We will be entitled to abide by any transaction undertaken via Online Services in conjunction with your login and one or more Security Codes as required for the transaction, whether or not the issuer is authorised, subject only to sufficient available funds and other terms agreed by you and us. This means that all registrations for Online Services will be considered an 'any one to sign' account, unless you have specifically advised otherwise, in writing.
- (c) We will not be obliged to make a payment if:
  - i. It is not made in accordance with these terms and conditions;
  - ii. The information given to us is incomplete and/or inaccurate;
  - iii. We are restricted by law, regulation, industry code, or the requirement of a government or similar authority from permitting the payment to occur;
  - iv. The instructions are not accepted by our system;
  - v. There is a technical failure outside our system which causes a delay in the transmission or acceptance of the instructions; or
  - vi. The financial institution to which the payment is made causes a delay or error in accepting it.
- (d) We are not liable for any consequential loss or damage you suffer as a result of using Online Services.

#### **4.7 Withdrawals through DDH**

- (a) You release us from and indemnify us against all losses and liabilities arising from any payment that we make or action we take based on any instruction that we receive, including in original form, electronically or by facsimile bearing your Account number and a signature apparently yours or your Authorised Signatory.
- (b) We or DDH can refuse withdrawals if we or DDH are not satisfied that your Bank Account or financial institution meets our security, identification or other lawful requirements.
- (c) You must have cleared funds available in your Account when you request funds to be withdrawn.

- (d) We and DDH are not responsible for:
- i. Funds being transferred to the incorrect account as a result of you giving incorrect instructions;
  - ii. Funds being transferred late to your Bank Account; or
  - iii. Any fees charged by any other financial institution in relation to the transfer of funds to a Bank Account by EFT.

#### **4.8 BPay**

Delays may occur in processing a BPAY Payment where:

- (a) there is a public or bank holiday on the day after you tell us to make the BPAY Payment;
- (b) you tell us to make a BPAY Payment on a day which is not followed by a Business Day;
- (c) another financial institution participating in BPAY does not comply with its obligations under BPAY; or
- (d) a Biller fails to comply with its obligations under BPAY.

While it is expected that any delay in processing for any of these reasons will not continue for more than one Business Day, such delays could continue for a longer period. We are not responsible for such delays. Once we finalise your instructions, any delays are outside of our control. We are not responsible to you for any losses or expenses incurred by you as a result of delays in processing a BPAY Payment.

If we are advised that a Biller cannot process a BPAY Payment, we will tell you, credit your Account with the amount of the BPAY Payment; and take all reasonable steps to assist you in making that BPAY Payment as quickly as possible.

#### **4.9 Direct Debit Request Service Agreement**

All Direct Debits are actioned by us. By completing a Direct Debit Request (DDR) you are authorising us to arrange for any amount we may debit or charge you to be debited through the Bulk Electronic Clearing System from an account held at the financial institution identified on the Direct Debit Request form and paid to the Debit User, subject to the terms and conditions of the Direct Debit Request – Service Agreement.

- (a) Debiting your account
  - i. By signing a direct debit request, you have authorised us to arrange for funds to be debited from your account.
  - ii. We will only arrange for funds to be debited from your account as authorised in the direct debit request.

- iii. If the debit day falls on a day that is not a business day, we may direct your financial institution to debit your account on the prior business day. If you are unsure about which day your account has or will be debited you should contact us.

(b) Changes

- i. We will not vary any details of the Direct Debit Request - Service Agreement or a direct debit request without giving you at least fourteen (14) days written notice or otherwise notice in accordance with the Banking Code of Practice, where relevant;
- ii. If you wish to change the arrangements under a direct debit request you must notify us in writing at least seven (7) days before the change is to be effective.
- iii. If you wish to stop or defer a debit payment you must notify us in writing at least fourteen (14) days before the next debit day. This notice should be given to us in the first instance.

(c) Your obligations

It is your responsibility to ensure that:

- i. The DDR is signed in terms of account signing authority (i.e. joint accounts) and you attach a statement from that institution no more than 6 months old as evidence.
- ii. You check your account statement to verify that the amounts debited from your account are correct.
- iii. We are advised if your account is transferred or closed.
- iv. To arrange a suitable alternative payment arrangement if the DDR is cancelled.
- v. There are sufficient clear funds available in your account to allow a debit payment to be made in accordance with the direct debit request.
- vi. The account held by your nominated financial institution must be in the same name or names as your Account.

(d) Insufficient Funds

- i. You may be charged a fee and/or interest by your financial institution;
- ii. You may also incur fees or charges imposed or incurred by us; and
- iii. 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) Cancellation

- i. You may cancel your authority for us to debit your account at any time by giving us notice orally or in writing.
- ii. We can decide at our discretion to cancel this DDR should the dishonour history warrant.

(f) Dispute

- i. If you believe that there has been an error in debiting your account, you should notify us directly and confirm that notice in writing with us as soon as possible so that we can resolve your query more quickly.
- ii. If we conclude as a result of our investigations that your account has been incorrectly debited we will respond to your query by passing an adjustment to your account (inclusive of any interest / charges accrued as a result of the incorrect amount being debited) accordingly. We will also notify you in writing of the amount by which your account has been adjusted.
- iii. If we conclude as a result of our investigations that your account has not been incorrectly debited we will respond to your query by providing you with reasons and any evidence for this finding.
- iv. Any queries you may have about an error made in debiting your account should be directed to us in the first instance so that we can attempt to resolve the matter between us and you. If we cannot resolve the matter you can still refer it to your financial institution which will obtain details from you of the disputed transaction and may lodge a claim on your behalf.

(g) Accounts

You should check:

- i. With your financial institution whether direct debiting is available from your account as direct debiting is not available on all accounts offered by financial institutions.
- ii. Your account details which you have provided to us are correct by checking them against a recent account statement; and
- iii. With your financial institution before completing the direct debit request if you have any queries about how to complete the direct debit request.

(h) Confidentiality

- i. We will keep any information (including your account details) in your direct debit request confidential. We will make reasonable efforts to keep any such information that we have about you secure and to ensure that any of our employees or agents who have access to information about you do not make any unauthorised use, modification, reproduction or disclosure of that information.
- ii. We will only disclose information that we have about you:
  - a. to the extent specifically required by law; or
  - b. for the purposes of this agreement (including disclosing information in connection with any query or claim).
- iii. We will collect, use and disclose any personal information in accordance with our privacy policy which is available upon request or can be accessed at the website address set out in clause 5.6.

(i) Notice

- i. If you wish to notify us about anything relating to this agreement, it should be done so in writing.
- ii. We may notify you by sending a notice in the ordinary post to the address you have given us in the direct debit request.
- iii. Any notice will be deemed to have been received two business days after it is posted.

**4.10 If you get into financial difficulty**

You should tell us immediately if you are in financial difficulty. We will try to help you with any financial difficulty. We will do our best to ensure any action we take is fair and reasonable in the interests of you, our other customers and shareholders.

## **5. GENERAL INFORMATION**

### **5.1 Banking Code of Practice**

As part of our commitment to customer service, we have adopted the Banking Code of Practice (BCOP). This is an industry code which aims to foster good relations between banks and customers, and to promote good banking practice. The BCOP applies to banking services provided to customers who are "individuals" or "small businesses" as defined in it. We will comply with the BCOP, where it applies to the banking services we provide to you.

### **5.2 E-Payments Code**

We will comply with the E-Payments Code, where it applies to the banking services we provide to you. This Code governs all electronic funds transfer transactions to or from your Account, which you carry out through any Electronic Equipment or services we provide to you.

Our liability for losses arising from unauthorised transactions and system or equipment malfunction will be governed by Chapter C of the E-Payments Code.

Other subscribers to the E-Payments Code may impose limits on transactions in connection with your Account.

Chapter C of the E-Payments Code sets out your liability for unauthorised transactions in connection with transactions governed by the E-Payments Code. Chapter C of the E-Payments Code will prevail to the extent of any inconsistency with these terms.

### **5.3 Anti-money laundering, counter-terrorism and economic and trade sanctions**

We can delay, block or refuse to make a payment if we believe on reasonable grounds that making a payment may breach any law in Australia or any other country, and we will incur no liability to you, if we do so.

You must provide all information to us which we reasonably require to comply with any laws in Australia or any other country. We can disclose information which you provide to us where required by any laws in Australia or any other country.

Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this agreement.

You declare and undertake to us that the payment of money in accordance with your instructions by us will not breach any laws in Australia or any other country.

**5.4 If you have a problem or dispute****(a) Our service commitment**

At BOQ we are committed to providing our customers with innovative banking solutions and the best possible customer service experience. We know that despite our best efforts, occasionally things may go wrong. If that happens we want you to tell us. Resolution of complaints is a priority to us as it gives us the opportunity to improve our service.

**(b) How to contact us**

There are a number of ways to contact us:

## i. Contact DDH via:

E-mail: moneymarket@ddhgraham.com.au  
Telephone: 1800 006 133  
Fax: 07 3229 2014  
Mail: DDH Graham Limited  
GPO Box 330  
Brisbane Qld 4001

## ii. Contact BOQ Customer Relations Department via:

E-mail: customer.relations@boq.com.au  
Telephone: 1800 663 080  
Fax: (07) 3212 3915  
Mail: Customer Relations  
Reply Paid 2258  
Brisbane QLD 4001

**(c) How will your complaint be handled?**

If we cannot solve your problem on the spot, we will let you know within 48 hours who is handling your complaint and how long it is likely to take for it to be resolved. We aim to resolve all complaints within five Bank Business Days. If this is not possible we will keep you informed on our progress. Please note (where applicable) we comply with the E-Payments Code complaint investigation and resolution procedures in connection with Electronic Transactions to which the Code applies.

If your complaint cannot be resolved promptly, DDH in conjunction with us will take responsibility and work with you to resolve the matter.

#### **(d) What to do if you feel your complaint has not been resolved**

If you remain dissatisfied with the outcome and you would like an independent review of the complaint and the result, you can refer your complaint to:

Telephone: 1800 931 678

Internet: [www.afca.org.au](http://www.afca.org.au)

Mail: Australian Financial Complaints Authority (AFCA)  
GPO Box 3  
Melbourne VIC 3001

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

#### **5.5 Changing your details**

If your address or other details change, you must let DDH know as soon as possible. You can update your personal details by writing to DDH and forwarding your signed request either by mail, fax, or scanned as an e-mail attachment. Your account details will be updated within three business days.

If you want to change the signatories on your Account, you must do so in a form approved by us and also provide the requisite certified identification for the incoming signatory.

#### **5.6 Privacy and confidentiality**

You can ask for a copy of our Privacy Policy at any time. Our Privacy Policy sets out how we deal with any personal information that we hold about you. Alternatively, you can access:

- Our Privacy Policy Statement at [www.boq.com.au/privacy.htm](http://www.boq.com.au/privacy.htm)
- DDH's Privacy Policy and Collection Statement at [www.ddhgraham.com.au/Privacy](http://www.ddhgraham.com.au/Privacy)

We deal with your personal information in accordance with our Privacy Policy. We strongly recommend that you read our Privacy Policy carefully as it is important that you understand how we may deal with your personal information. If you have any questions or require further information on our privacy and information handling procedures, please contact us to discuss.

You should also refer to the Privacy Policy and Collection Statement of DDH in this regard.

## **Privacy Notification and Consent**

This Privacy Notification and Consent explains how Bank of Queensland Limited and DDH Graham Limited (referred to as "we") collect, use and disclose your personal information.

If at any time you supply us with personal information about another person, you should ensure that you are authorised to do so and you agree to inform that person of the content of this Notification and Consent.

### **Collection**

We collect your personal information so that we can consider any application you make to us, establish and administer the financial product or service provided to you, provide services to you in relation to that product or service, perform administrative functions and improve our products.

We may also collect your personal information to comply with legislative and regulatory requirements, for example under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

Finally, we may collect your TFN in order to calculate our withholding obligations under the Taxation Administration Act 1953 (Cth) and the Income Tax Assessment Act 1936 (Cth). You are not required to provide your TFN, however if you do not, we may be required to withhold amounts from you and remit them to the Australian Taxation Office.

If you do not provide us with the information we request or authorise us to collect this information from third parties, we may not be able to provide you with the financial products and services that you have requested.

Where possible, we will collect your personal information directly from you. However, we may also be required to collect personal information about you from a third party. These parties may include other financial institutions, beneficial owners such as shareholders, your representatives such as financial advisers or accountants, your insurers, publicly available sources (e.g. telephone directories), brokers, referrers or other intermediaries, our corporate partners or agents and government agencies (e.g. Centrelink).

From time to time we may receive information that we have not asked for about you from third parties. We will only keep, use and disclose this information as permitted by law.

## **Exchange**

We may disclose your personal information in the normal operations of our business with parties which include our related bodies corporate, other financial institutions, regulatory bodies and government agencies, courts and external dispute resolution schemes, your agents, brokers, referrers and other intermediaries, payments systems participants, agents, contractors and professional advisers who assist us in providing our services, your or our insurers and organisations that carry out functions on our behalf including mailing houses, data processors, researchers, system developers or testers, accountants, auditors, valuers and lawyers.

We may also disclose your personal information to third parties where you request us to or consent to us doing so or in order to fulfil our legal obligations.

Some of the parties with which we exchange your personal information, including our service providers and other third parties listed above, may be located outside Australia in countries including New Zealand, Philippines, India, the United States of America, Singapore, United Kingdom, Spain and Israel.

## **Our Privacy Policy**

Our Privacy Policy, a copy of which can be found at [www.boq.com.au](http://www.boq.com.au) and [www.ddhgraham.com.au](http://www.ddhgraham.com.au), sets out how you can access and correct information we hold about you, how you can complain about a breach by us of your privacy rights and how your complaint will be handled. It also specifies the countries to which your information may be disclosed and will be updated regularly.

You may contact BOQ in relation to your personal information (or to opt out of marketing) by:

E-mail: [privacy@boq.com.au](mailto:privacy@boq.com.au)  
Telephone: 1300 55 72 72  
Mail: Bank of Queensland,  
GPO Box 898,  
Brisbane QLD 4001

You may contact DDH in relation to your personal information (or to opt out of marketing) by:

E-mail: [privacy@ddhgraham.com.au](mailto:privacy@ddhgraham.com.au)  
Telephone: 1800 226 174  
Mail: DDH Graham Limited,  
Privacy Co-Ordinator,  
GPO Box 330,  
Brisbane Qld 4001

## **Anti-money laundering**

We are required by the AML/CTF Act 2006 to collect certain personal information about you and any Beneficial Owner of the Account. Information such as your name, DOB and address of you and any Beneficial Owner are necessary for us to establish and administer your Account.

You are able to gain access to personal information about you which is held by us. It is also necessary for us to disclose certain information about you to the following types of organisations in connection with the establishment and administration of your Account and/or other banking facilities:

- Related bodies corporate
- Regulatory bodies and government agencies
- Your agents, including stockbrokers or professional financial advisers
- Credit and debit agencies
- Agents, contractors and professional advisers who assist us or DDH, and
- Other organisations which you have consented to.

You acknowledge and agree that we and DDH may:

- Freely exchange between ourselves any personal information which you disclose to either of us; and
- Disclose your personal information to the above types of organisation where required for the purposes of complying with our obligations at law and in particular each of our obligations under the AML/CTF Act.

## **5.7 The relationship between banker and customer**

The relationship between a bank and its customer (including the relationship between you and us) has been defined by a number of court cases. Set out below are some of the terms which are implied into any contract between a bank and its customer.

You should be aware that the specific terms and conditions applying to our banking services (as defined in the BCOP) may alter these implied terms, and may add new or additional terms. The terms that apply to your Account with us are set out in this booklet.

### **Terms implied into the contract between banker and customer**

Following are some of the terms that are implied into the contract between a bank and its customer in addition to those in your contract for your Account, unless the terms and conditions of the particular Account state otherwise:

#### **i. Our duties:**

- Opening accounts – we owe a duty of care to you in opening accounts to make proper enquiries to ensure accurate identification of you and verification of account details.
- Duty of secrecy – we have a duty of secrecy to you with respect to the transactions which go through your account. However, this duty is not absolute and is subject to certain qualifications. For example, we may disclose information where you have expressly or implied consented or as required by law.
- Question a valid mandate – while we are subject to the primary duty to repay on demand an amount due to you, this is conditional upon our duty to question a request for payment. For example, we will do this in circumstances which raise a serious or real possibility that fraud is being committed on the Account.

- Issuing correct statements – we are under a duty to keep accurate accounts. This duty is subject to our entitlement to reverse errors which you know or should have known existed (although you are not under an express duty to read statements and discover and report forgeries).
- Appropriating payments into accounts – we can allocate a payment at our discretion unless you have clearly asked the payment to be used for a special purpose or a particular Account.

**ii. Your duties:**

- Clear instructions – your instructions on payment of funds must be clear.
- Minimising the risk of forgery – you must exercise reasonable care in making out cheques so that we are not misled and forgery is not facilitated. You must notify us of any forgeries (including unauthorised transactions on your Account) known to you. You generally do not have a duty to inspect statements to discover forgeries, although you are generally obliged to read your account statements and notify us of any entries which you believe are unauthorised.
- Care of methods of accessing your Account – if you are given a cheque book, you must take care of it. If you access your account electronically, you are likely to have specific obligations relating to the security of any equipment.

## **6. FEES AND CHARGES**

### **(a) Transaction Fees**

Description of Fee	Amount of Fee
EFT	Nil
Term Deposit Break Cost	The greater of \$100 or an adjustment to interest (See 2.7(b))
Special Clearance/Answer	\$15
Telegraphic Transfer (RTGS) Minimum AUD\$100	\$30
Overseas bank draft	\$15
Foreign currency cheque deposit	\$20 (plus other financial institution fee if applicable)
Foreign Bill for Negotiation	\$7 per currency

### **(b) Other fees**

Description of Fee	Amount of Fee
Account Operating/ Maintenance	Nil
Cheque Books If you order a cheque book without specifying a size, a book of 25 cheques will be ordered	25 cheques \$9 50 cheques \$15 200 cheques \$25
Certificate of account balance or interest paid/received Audit Certificate	\$10 \$30
Transaction Investigation (simple trace, including voucher searches and document retrieval)	\$30
Bank Cheques Each cheque issued Each cheque repurchased Each replacement cheque issued	\$10 \$15 \$25
Stop Cheque Notice	\$10
Dishonoured Payments (cheques, direct debits, periodical payments)	\$40

Description of Fee	Amount of Fee
Government Charges TFN withholding tax Interest withholding tax (non-residents)	47% of interest earned  10% of interest earned
Opening an Account - Search Fee  A search fee applies to all businesses, trading names or companies opening an Account or to confirm changes in name, directorship or structure. The fee is charged unless a current search is provided. Where multiple searches are required then the fee is charged per search.	\$25
Repeat Statement (extra copies of Statements already issued) Mailed, Emailed or Faxed Via Online Services	\$7.50 Nil
Repeat Confirmation (extra copies of Confirmations already issued) Mailed, Emailed or Faxed Via Online Services	\$7.50 Nil

### **Adviser Remuneration**

If you agree, your licensed broker or financial advisory firm may receive ongoing remuneration by completing the appropriate section on the Application Form or subsequently advising us in writing. This remunerates the adviser for the advice and management of your Account by way of a reduced rate of interest to your Account. For example, if the interest rate on your account was 1.75% p.a. and your adviser charged 0.25% p.a. ongoing adviser service fee you would receive a rate of return of 1.50% p.a.

Alternatively, you can opt to provide your Adviser with a Fee Authority that enables your stockholder or financial adviser to withdraw their fees from your Account as a stipulated dollar amount.

### **Information on fees and charges**

Information on current standard fees is available on request.

## **7. DEFINITIONS**

**Account** means the Money Market Call Accounts and Money Market Term Deposit Accounts (as the case may be) which you hold with us and Accounts has a corresponding meaning.

**AEST** means Australian Eastern Standard Time.

**AML/CTF Act** means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

**Application Form** means the BOQ-DDH application form under which you have instructed us to open an Account with us and includes details of the account holder/s, name in which the account to be held, your contact details, the name/s and details of any Authorised Signatories to the Account and details of any prenominated bank account details and interest instructions.

**Authorised Signatory** means a person, company or firm (and their representative) authorised by you to transact on your Account as set out in section 2.5.

**Bank** is Bank of Queensland Limited ABN 32 009 656 740.

**Bank Business Day** is any day on which BOQ is open for business.

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

**Beneficial Owner** means the individual or individuals who ultimately own or control (directly or indirectly) an Account.

**BPAY** is an electronic scheme through which you can ask us to make payments on your behalf to billers who tell you that you can make payment to them through BPAY. All BPAY requests must be received in writing and signed by you.

**Break Cost** means an interest rate adjustment applied to your account upon early withdrawal of funds which is calculated in accordance with clause 2.7.

**BSB** is a code which identifies the bank and branch at which an account is held. BSB stands for Bank/State/Branch. The BSB for your BOQ Money Market Deposit Account is 124-001.

**Business Day** is any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

**Certified copy** means a copy of an original document signed by an appropriately qualified person who is not a relative or a person who has control on the account holder.

**Confirmation** is a written advice that is proof of your transaction.

**DDH** means our Agent, DDH Graham Limited ABN 28 010 639 219 as well as any other persons, appointees or replacements agreed to or nominated by the bank.

**DOB** means date of birth.

**EFT** means the electronic funds transfer method of transferring funds.

**FOFA legislation** means the obligations prescribed under Part 7.7A of the Corporations Act relating to provision of financial advice and conflicted remuneration.

**Grace Period** means the period of 7 days commencing on the maturity date of a Term Deposit Account, during which you can deposit or withdraw funds or change the term without penalty.

**Interest Instructions** means the standard instructions which you have provided in your Application Form in relation to the payment of interest earned on your account.

**Interest Rates** means the Money Market Deposit Call Account Rate and the Money Market Term Deposit Rate referred to in these terms and conditions.

**Maturity** where applicable, shall mean the point in time at which any term deposit investment term you selected for your Account ends, and mature shall have a corresponding meaning.

**Online Services** is our Internet Banking service which enables you or an Authorised User, having entered in security details, to perform enquiries and effect transactions on your Accounts in accordance with DDH's Online Services Terms and Conditions available at [www.ddhgraham.com.au](http://www.ddhgraham.com.au).

**Prenominated Account** is an Account you have nominated in writing, and we have approved, for access using withdrawal requests, subject to approval limits.

**Payment Service** includes any of the services described in Section 3.

**Privacy Policy** means the DDH Privacy Policy and Collection Statement [www.ddhgraham.com.au](http://www.ddhgraham.com.au) and BOQ Privacy Policy [www.boq.com.au](http://www.boq.com.au).

**Security Code** means a password or other code (including codes delivered by short-messaging service (SMS) to your mobile phone or issued by a security token or other method) required to access, and/or authorise transactions, via Online Services.

**We, our and us** are each a reference to BOQ Limited ABN 32 009 656 740, its successors and assigns, and any of its officers, agents, staff and authorised representatives acting on its authority including but not limited to DDH Graham Limited ABN 28 010 639 219.

**You** means the Account holder, and also includes an Authorised Signatory where the context allows.

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## BOQ MONEY MARKET DEPOSIT ACCOUNTS

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Managed and distributed by:

### **DDH GRAHAM LIMITED**

ABN 28 010 639 219, AFS Licence 226319  
GPO Box 330, Brisbane QLD 4001

**PHONE** 1800 006 133  
**FAX** (07) 3229 6133  
**EMAIL** (07) 3229 2014  
**EMAIL** [moneymarket@ddhgraham.com.au](mailto:moneymarket@ddhgraham.com.au)

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Product Issuer:

### **BANK OF QUEENSLAND LIMITED**

ABN 32 009 656 740, AFS Licence 244616  
GPO Box 898, Brisbane QLD 4001

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