

BOQ Specialist Everyday Plus Account

Terms and Conditions.

April 2026



Contents

Section	Page	Section	Page
Everyday Plus account.	2	Minimum and maximum deposit amounts	14
Online Banking Services	2	Withdrawing Funds from Your Everyday Plus account	14
Banking Code of Practice	2	Withdrawal cut-off times	16
ePayments Code	2	Confirmation of Payee	16
Definitions	2	Designated Accounts	17
Qantas Reward Program Terms and Conditions as applicable to the Everyday Plus account.	4	Debit Card	17
Accruing Qantas Points on credit balances	4	How We determine interest rate	17
Crediting of Qantas Points	5	Interest calculation	18
Membership of the Qantas Frequent Flyer Program	5	Currency conversion	18
Your Qantas Frequent Flyer Membership Account	5	Statements and correspondence	18
Tracking your Qantas Points	6	Closing Your Account	18
When you will not accrue Qantas Points and when we may cancel your Qantas Points	6	Restricting your Account, suspending Debit Cards or Online Banking services and Returning funds	19
Termination	6	Privacy	20
Changes to these Terms and Conditions and the BOQ Specialist Qantas Rewards Program	6	Taxation	21
Any tax impact	7	Warranties, liabilities and disclaimers	21
Your responsibility to pay costs	7	Changes to these Terms and Conditions, interest rates and fees and charges	22
Velocity Reward Program Terms and Conditions as applicable to the Everyday Plus account.	8	Complaints	22
Accruing Velocity Points on credit balances	8	General	23
Crediting of Velocity Points	9	The relationship between banker and customer	24
Membership of the Velocity Frequent Flyer Program	9	Terms implied into the contract between banker and customer	25
Your Velocity Frequent Flyer Account	9	Annexure A – Direct Debit Request Service.	26
Tracking your Velocity Points	10	Agreement	26
When you will not accrue Velocity Points and when we may cancel your Velocity Points	10	Definitions	26
Termination	10	1. Debiting Your account	26
Changes to these Terms and Conditions and the BOQ Specialist Velocity Rewards Program	10	2. Amendments by Us	26
Any tax impact	11	3. Amendments by You	27
Your responsibility to pay costs	11	4. Your obligations	27
Everyday Plus account Terms and Conditions.	12	5. Dispute	27
Opening Your Account	12	6. Accounts	27
Existing customers	12	7. Confidentiality	27
Anti-Money Laundering, FATCA and CRS	12	8. Notification	28
Depositing funds	13	Annexure B – Fees and Charges.	29
		Everyday Plus Account Fee Schedule	29
		Debit Card Fee Schedule	30

These Terms and Conditions are issued by BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian credit licence No. 244616.

Everyday Plus account.

Subject to this document, We agree to make the Everyday Plus account available to You.

It is important that You read this document in its entirety carefully and retain it for future reference.

Online Banking Services

The Everyday Plus account is designed as a digital only account. Accordingly, you agree to register for Online Banking services and the Online Service Terms and Conditions will also apply to Your agreement and are incorporated by reference into this document. You can obtain a copy of the Online Service Terms and Conditions within Our Online Banking site, at www.boqspecialist.com.au/important-information/terms-and-conditions. You can also obtain a copy of the Online Service Terms and Conditions from Us at no charge by calling Our Client Service Centre on 1300 160 160 or +61 2 9293 2121 if calling from outside Australia. If you do not register for Online Banking services, you may miss out on important information and communications from us.

Banking Code of Practice

As part of our commitment to client service, we have adopted the Banking Code of Practice (BCOP). This is a self-regulatory code which aims to foster good relations between banks and customers, and to promote good banking practice.

The Banking Code of Practice applies to Banking Services provided to customers who are “individuals” or “small businesses” as defined in it. We will comply with the Banking Code of Practice, where it applies to the Banking Services we provide to you.

ePayments Code

We warrant that we will comply with the requirements of the ePayments Code which regulates consumer electronic payment transactions, including EFTPOS, direct debits and online payments.

Definitions

In these Terms and Conditions the following words have the following meanings, unless otherwise specified or the context requires otherwise:

Account means the Everyday Plus account.

Account Application Form means the online application form that is, to be completed by You when applying for an Everyday Plus account, together with these Terms and Conditions. Once We have received the completed Account Application Form and all required documentation, the offer of a product to You is at Our discretion.

Account Holder means the holder or holders (where jointly held) of the relevant Everyday Plus account.

Applicable Interest Rate means the interest rate applicable to Your Everyday Plus account, as determined by Us and advised to You in accordance with our legal obligations.

Banking Business Day means a day that is not a Saturday, Sunday, public holiday or bank holiday in Sydney, Australia.

Banking Code of Practice means the Australian Banking Association’s Banking Code of Practice including any amendments from time to time which have been published by the Australian Banking Association and formally adopted by us.

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

Bonus Qantas Points means any extra Qantas Points that are accrued as part of any special offer or promotion.

Bonus Velocity Points means any extra Velocity Points that are accrued as part of any special offer or promotion.

BOQ Group means Bank of Queensland Limited ABN 32 009 656 740 (BOQ) and its related bodies corporate. BOQ Specialist is a division of BOQ.

BOQ Specialist / We / Our / Us or we / our / us means BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian credit licence No. 244616.

BOQ Specialist Qantas Rewards Program means the program operated by Us which allows you to accrue Qantas Points on Your Everyday Plus Account which are credited directly to Your Qantas Frequent Flyer Membership Account in accordance with these Terms and Conditions.

BOQ Specialist Velocity Rewards Program means the program operated by Us which allows you to accrue Velocity Points on Your Everyday Plus Account which are credited directly to your Velocity Frequent Flyer account in accordance with these Terms and Conditions.

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

Debit Card means the BOQ Specialist Debit Card which You can apply for as part of the Everyday Plus account.

Debit Card Conditions of Use means the conditions of use that You agree to when applying for a Debit Card in conjunction with the Everyday Plus account. The Debit Card Conditions of Use can be located at www.boqspecialist.com.au/important-information/terms-and-conditions.

Designated Account means another bank account that You have notified to Us in writing in a form acceptable to Us, as a Designated Account from which and to which payments to/ from Your Everyday Plus account are to be made.

Direct Debit Request means the Direct Debit Request between Us and You.

Electronic Funds Transfer (or EFT) refers to the electronic exchange of money of value.

Electronic Equipment is an electronic terminal, computer, television, telephone or similar equipment and includes EFTPOS terminals and any other authorised electronic terminal or device connected to our electronic banking system from time to time.

Electronic Transaction is a transfer of funds initiated by an instruction given through Electronic Equipment using an access method (not including a method that requires a voucher, receipt or other document to be signed) to debit or credit an account and includes for example, purchasing goods and services from a provider using a card.

ePayments Code is the ePayments Code published by the Australian Securities and Investments Commission as amended and/or replaced.

Fees and Charges means the fees and charges detailed in Annexure B of these Terms and Conditions that sets out the fees applicable to Your Everyday Plus account and Debit Card.

Instruction or Instructions means, in respect of these Terms and Conditions or where applicable, any Special Terms and Conditions, any written, telephone, facsimile or electronic communication sent by You or purported to have been sent by You or by a person authorised by You (and notified to Us) to transact or instruct on Your Account.

Online Service Terms and Conditions means the BOQ Specialist Online Service Terms and Conditions that You agree to when registering for Online Banking services and are incorporated by reference into this document. You can obtain a copy of the BOQ Specialist Online Service Terms and Conditions at www.boqspecialist.com.au/important-information/terms-and-conditions or from Us at no charge by calling Our Client Service Centre on 1300 160 160 or +61 2 9293 2121 if calling from outside Australia.

Personal EFT transaction means that part of an electronic fund transfer which involves the debiting or transfer of value from, or receipt or crediting of value to, an account using the Online Banking service, other than a business EFT Transaction.

Qantas means Qantas Airways Limited ABN 16 009 661 901 (or such other company that operates the Qantas Frequent Flyer Program from time to time).

Qantas Frequent Flyer Membership Account means the Qantas Frequent Flyer Membership Account of the Account Holder.

Qantas Frequent Flyer Membership Number means the Qantas Frequent Flyer Program Membership Number assigned by Qantas to the Account Holder.

Qantas Points means reward points in the Qantas Frequent Flyer Program accrued from credit balances on Your Account, subject to the restrictions in clauses 17-18.

Qantas Frequent Flyer Program means the loyalty Frequent Flyer Program of that name that is operated by Qantas.

Special Terms and Conditions means any additional terms and conditions that We notify You of which apply in addition to these Terms and Conditions.

Terms and Conditions means the Everyday Plus account Terms and Conditions set out in this document and includes all annexures, incorporated terms, and any Special Terms and Conditions or variations in conditions, if applicable, that We notify to You.

Velocity means Velocity Frequent Flyer Pty Ltd ACN 601 408 824 (or such other company that operated the Velocity Frequent Flyer Program from time to time).

Velocity Frequent Flyer Terms and Conditions means the terms and conditions entered into between Velocity and a member that wishes to participate in the Velocity Frequent Flyer Program (as amended or substituted from time to time by Velocity). For details visit www.velocityfrequentflyer.com/member-support/terms-conditions.

Velocity Frequent Flyer Program means the loyalty frequent flyer program of that name that is operated by Velocity.

Velocity Points means the Velocity Points in the Velocity Frequent Flyer Program accrued from credit balances on your Account, subject to the restrictions in clauses 17-18.

You / Your or you / your means the person described in the Account Application Form as the Account Holder and that person's successors and permitted assigns, and 'Your' has a corresponding meaning. If more than one person is described as the Account Holder in the Account Application Form, it means each of those persons separately and any two or more of them jointly.

Qantas Reward Program Terms and Conditions as applicable to the Everyday Plus account.

Accruing Qantas Points on credit balances

- If you hold an Everyday Plus account and elect the Qantas Rewards Program you will accrue Qantas Points on credit balances in accordance with these terms and conditions

Qantas Points accrued on Credit Balances	
Rate of accrual	1 Qantas Point for every whole amount of \$20 making up the average daily balance calculated at the end of each calendar month, paid on balances up to \$100 000. If the last day of a calendar month is not a valid Banking Business Day, your daily account balance on the last valid Banking Business Day of that month will be used for calculation of your average monthly balance. Any transactions between the last valid Banking Business day and the next valid Banking Business Day of the following month will be posted as adjustments at the end of the next month.
Qantas Points Cap	Qantas Points accrue on credit balances up to \$100,000 only. Qantas Points will not be earned on credit balances over \$100,000.
Time of accrual and crediting	Qantas Points accrue monthly and Qantas Points are credited within 21 days of the end of the month. Fractions of a Qantas Point are not paid.
Bonus Qantas Points	Any extra Qantas Points that are accrued as part of any special offer or promotion.

Example

June	Closing balance	June	Closing balance
1st	\$0	16th	\$13 000
2nd	\$0	17th	\$13 000
3rd	\$5 000	18th	\$13 000
4th	\$5 000	19th	\$13 000
5th	\$5 000	20th	\$13 000
6th	\$5 000	21st	\$22 000
7th	\$5 000	22nd	\$22 000
8th	\$5 000	23rd	\$22 000
9th	\$5 000	24th	\$22 000
10th	\$15 000	25th	\$22 000
11th	\$15 000	25th	\$22 000
12th	\$15 000	27th	\$22 000
13th	\$15 000	28th	\$22 000
14th	\$15 000	29th	\$22 000
15th	\$15 000	30th	\$22 000

$$\text{Average monthly account balance} = \frac{\text{Sum of daily closing balances}}{\text{Days in the month}}$$

Therefore the average monthly account balance in the example is:

$$\frac{(\$0*2)+(\$5\ 000*7)+(\$15\ 000*7)+(\$13\ 000*4)+(\$22\ 000*10)}{30} = \$13\ 733.33$$

This average monthly account balance includes 686 whole amounts of \$20 being \$13 720. No points accrue on the \$13.33 remainder. Therefore, the points accrued and posted to the account for that particular month will be equal to 686.

- Our rights to vary these Terms and Conditions as outlined in clauses 21-23 include a right to change how points are accrued and credited as described in the above tables.

3. Qantas Points and Bonus Qantas Points are not property and do not have any monetary value except in respect of the value assigned to them by Qantas. Qantas Points and Bonus Qantas Points may not be converted or redeemed for cash, sold, transferred, assigned or otherwise dealt with except in accordance with these Terms and Conditions.

Crediting of Qantas Points

4. Qantas Points will be credited monthly to Your nominated Qantas Frequent Flyer Membership account. Qantas Points will normally be credited within 21 days of the end of the month. We accept no responsibility for loss or damage if Qantas Points are not credited or available for use within this time.
5. Once Qantas Points are credited to your Qantas Frequent Flyer Membership account, they are governed by the terms and conditions of the Qantas Frequent Flyer program. For queries or complaints regarding the use of your Qantas Points, please contact Qantas in accordance with the details set out in the terms and conditions of the Qantas Frequent Flyer Program.
6. Qantas Points and the process for redeeming them through the Qantas Frequent Flyer Program are governed by the Qantas Frequent Flyer Program Terms and Conditions, as amended from time to time. For details, visit www.qantas.com/au/en/frequent-flyer/discover-and-join/terms-and-conditions.html. We are not responsible for the Qantas Frequent Flyer Program in any way.
7. If Qantas discontinues, or makes any changes to, the Qantas Frequent Flyer Program, we will not be responsible for the impact this may have on Qantas Points accrued through the Everyday Plus account.
8. You are responsible to pay or reimburse Us for any tax liability (including any GST that may be payable), stamp duty or other duty or government charges incurred in connection with the receipt or use of Qantas Points.
9. Where an Account has two or more Account Holders and each Account Holder has been nominated to earn Qantas Points, accrued Qantas Points and Bonus Qantas Points will be allocated in equal shares to the Qantas Frequent Flyer Accounts (rounded down to be evenly divisible).

Membership of the Qantas Frequent Flyer Program

10. To accrue Qantas Points you must be a member of the Qantas Frequent Flyer Program and you must provide your Qantas Frequent Flyer Membership number and any other membership information requested by us in order for Your Qantas Frequent Flyer Membership Account to be credited with Qantas Points accrued through Your Everyday Plus account. Being an Everyday Plus account holder does not mean you automatically receive membership of the Qantas Frequent Flyer program.
11. Membership of the Qantas Frequent Flyer Program is available only to individuals. Membership and the earning and redemption of Qantas Points is subject to the Qantas Frequent Flyer Terms and Conditions, as amended from time to time and available at www.qantas.com/au/en/frequent-flyer/discover-and-join/terms-and-conditions.html.
12. Any air travel undertaken as a result of participation in the Qantas Frequent Flyer Programs is subject to the terms and conditions of the Qantas Frequent Flyer Program and the Conditions of Carriage of the relevant airline.
13. BOQ Specialist or any member of the BOQ Group will not be liable to you or any person in any manner for any claim arising in connection with any air travel undertaken by any Qantas Frequent Flyer member or, if for any reason, your Qantas Points are unable to be used once we have caused them to be credited to your Qantas Frequent Flyer Membership account and you have provided your Qantas Frequent Flyer Membership Account details to Us.

Your Qantas Frequent Flyer Membership Account

14. Qantas Points may only be credited to a Qantas Frequent Flyer Membership Account in the name of an Account Holder. The name on your Qantas Frequent Flyer Membership Account and your Everyday Plus Account must be identical in order for Qantas Points to be credited.
15. If Qantas Points cannot be credited because the Qantas Frequent Flyer Membership Number you provided to Us is not correct or is invalid, the automatic crediting of your Qantas Points will cease until you have provided Us with valid Qantas Frequent Flyer Membership Account information. We will accrue your Qantas points up to 6 months until you provide Us with your valid Qantas Frequent Flyer Membership

Account information after which, your points will be cancelled. Accrued Qantas Points cannot be transferred to the Qantas Frequent Flyer Membership Account of any other person.

Tracking your Qantas Points

16. A statement showing the Qantas Points accrued during your account statement cycle will be provided monthly. We may adjust your total Qantas Points (backdating the adjustment if necessary) if Qantas Points have been incorrectly credited or debited for any reason.

When you will not accrue Qantas Points and when we may cancel your Qantas Points

17. You will not accrue Qantas Points or Bonus Qantas Points (and we may correct your Rewards Statement by deleting or reversing any Qantas Points invalidly rewarded) if we close your Account or circumstances arise that entitle us to close your Account without prior notice to you under the Terms and Conditions of the BOQ Specialist Everyday Plus account.
18. If your Account is closed or access to it is cancelled and you have not provided us with your Qantas Frequent Flyer Membership Number:
 - a. All Qantas Points accrued in the month of closure will be forfeited; and
 - b. You have 30 days from the date of closure or cancellation within which to supply your Qantas Frequent Flyer Membership Number so that the Qantas Points accrued up to the start of the month of closure can be credited to your Qantas Frequent Flyer Membership Account; and
 - c. All Qantas Points accrued from account opening will be cancelled immediately on expiration of the 30 day period without further notification if you do not supply your Qantas Frequent Flyer Membership Number within this time frame.

Termination

19. We can cancel the BOQ Specialist Qantas Rewards Program after providing you with 60 days written notice. We may notify you of changes either through:
 - a. An email to your email address as advised to us;
 - b. A letter to your last known address; or
 - c. Notification on, or sent with account statements

When the BOQ Specialist Qantas Rewards Program is terminated by Us under this clause 19, Qantas Points accrued up until the date of cancellation of the BOQ Specialist Qantas Rewards Program will be credited to your Qantas Frequent Flyer Membership Account.

20. If you have not provided us with your Qantas Frequent Flyer Membership Number, and we have terminated the BOQ Specialist Qantas Rewards Program, you have 90 days from the date of the cancellation to provide us with this membership number. If you do not supply your membership number within this time frame, all Qantas Points accrued will be cancelled immediately on expiration of the 90 day period without further notification.

Changes to these Terms and Conditions and the BOQ Specialist Qantas Rewards Program

21. We can change any or all aspects of the BOQ Specialist Qantas Rewards Program as applicable (including these Terms and Conditions) at any time without your consent. We will provide you with at least 30 days written notice of any changes to these Terms and Conditions that are unfavourable to you (including any unfavourable changes to BOQ Specialist Qantas Rewards Program). Otherwise, we will notify you of the change as soon as reasonably possible. You agree that we may give you such notice in writing in any way permitted by law or any applicable code which we subscribe to, or on the BOQ Specialist website located at boqspecialist.com.au.
22. Changes we may make include a change to:
 - a. The way you can accrue Qantas Points or Bonus Qantas Points;
 - b. The way Qantas Points are credited to your Qantas Frequent Flyer Membership Account; or
 - c. The number of Qantas Points you can accrue for using your Account.
23. If you are not satisfied with any change or variation in BOQ Specialist Qantas Rewards Program or these Terms and Conditions, or for any reason wish to withdraw from your BOQ Specialist Qantas Rewards Program, you may close your Account. We may novate some or all of our rights and obligations under these Terms and Conditions to another person at any time without your consent provided that such novation does not materially adversely affect Your rights or obligations under this document.

24. We have no liability to you for any delay or inability to provide Qantas Points or Bonus Qantas Points caused by circumstances outside our control, such as strikes or industrial action, Acts of God, floods, weather, aircraft unserviceability or unavailability, or war or civil disturbance.

Any tax impact

25. It is your responsibility to determine the tax impact on you of receiving Qantas Points and Bonus Qantas Points via the BOQ Specialist Qantas Rewards Program. We do not accept any responsibility for any tax liability you may incur under the BOQ Specialist Qantas Rewards Program. BOQ Specialist recommends that You seek independent and professional financial and taxation advice before taking out the Everyday Plus account.

Your responsibility to pay costs

26. We may introduce a membership fee or other fees in connection with BOQ Specialist Qantas Rewards Program. If we introduce a new fee, we will notify you in advance in accordance with these Terms and Conditions.

Velocity Reward Program Terms and Conditions as applicable to the Everyday Plus account.

Accruing Velocity Points on credit balances

- If you hold an Everyday Plus account you will accrue Velocity Points on credit balances in accordance with these terms and conditions

Velocity Points accrued on Credit Balances	
Rate of accrual	1 Velocity Point for every whole amount of \$20 making up the average daily balance calculated at the end of each calendar month, paid on balances up to \$100 000. If the last day of a calendar month is not a valid Banking Business Day, your daily account balance on the last valid Banking Business Day of that month will be used for calculation of your average monthly balance. Any transactions between the last valid Banking Business day and the next valid Banking Business Day of the following month will be posted as adjustments at the end of the next month.
Velocity Points Cap	Velocity Points accrue on credit balances up to \$100,000 only. Velocity Points will not be earned on credit balances over \$100,000.
Time of accrual and crediting	Velocity Points accrue monthly and Velocity Points are credited within 21 days of the end of the month. Fractions of a Velocity Point are not paid.
Bonus Velocity Points	Any extra Velocity Points that are accrued as part of any special offer or promotion.

Example

June	Closing balance	June	Closing balance
1st	\$0	16th	\$13 000
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6th	\$5 000	21st	\$22 000
7th	\$5 000	22nd	\$22 000
8th	\$5 000	23rd	\$22 000
9th	\$5 000	24th	\$22 000
10th	\$15 000	25th	\$22 000
11th	\$15 000	25th	\$22 000
12th	\$15 000	27th	\$22 000
13th	\$15 000	28th	\$22 000
14th	\$15 000	29th	\$22 000
15th	\$15 000	30th	\$22 000

$$\text{Average monthly account balance} = \frac{\text{Sum of daily closing balances}}{\text{Days in the month}}$$

Therefore the average monthly account balance in the example is:

$$\frac{(\$0*2)+(\$5\ 000*7)+(\$15\ 000*7)+(\$13\ 000*4)+(\$22\ 000*10)}{30} = \$13\ 733.33$$

This average monthly account balance includes 686 whole amounts of \$20 being \$13 720. No points accrue on the \$13.33 remainder. Therefore the points accrued and posted to the account for that particular month will be equal to 686.

- Our rights to vary these Terms and Conditions as outlined in clauses 21-23 include a right to change how points are accrued and credited as described in the above tables.

3. Velocity Points and Bonus Velocity Points are not property and do not have any monetary value except in respect of the value assigned to them by Velocity. Velocity Points and Bonus Velocity Points may not be converted or redeemed for cash, sold, transferred, assigned or otherwise dealt with except in accordance with these Terms and Conditions.

Crediting of Velocity Points

4. Velocity Points will be credited monthly to Your nominated Velocity Frequent Flyer account. Velocity Points will normally be credited within 21 days of the end of the month. We accept no responsibility for loss or damage if Velocity Points are not credited or available for use within this time.
5. Once Velocity Points are credited to your Velocity Frequent Flyer account, they are governed by the terms and conditions of the Velocity Frequent Flyer program. For queries or complaints regarding the use of your Velocity Points, please contact Velocity in accordance with the details set out in the terms and conditions of the Velocity Frequent Flyer Program.
6. Velocity Points and the process for redeeming them through the Velocity Frequent Flyer Program are governed by the Velocity Frequent Flyer Terms and Conditions, as amended from time to time. For details, visit www.velocityfrequentflyer.com/member-support/terms-conditions. We are not responsible for the Velocity Frequent Flyer Program in any way.
7. If Velocity discontinues, or makes any changes to, the Velocity Frequent Flyer Program, we will not be responsible for the impact this may have on Velocity Points accrued through the Everyday Plus account.
8. You are responsible to pay or reimburse Us for any tax liability (including any GST that may be payable), stamp duty or other duty or government charges incurred in connection with the receipt or use of Velocity Points.
9. Where an Account has two or more Account Holders and each Account Holder has been nominated to earn Velocity Points, accrued Velocity Points and Bonus Velocity Points will be allocated in equal shares to the Velocity Frequent Flyer Accounts (rounded down to be evenly divisible).

Membership of the Velocity Frequent Flyer Program

10. To accrue Velocity Points you must be a member of the Velocity Frequent Flyer Program and you must provide your Velocity Frequent Flyer membership number and any other membership information requested by us in order for Your Velocity Frequent Flyer account to be credited with Velocity Points accrued through Your Everyday Plus account. Being an Everyday Plus account holder does not mean you automatically receive membership of the Velocity Frequent Flyer program.
11. Membership of the Velocity Frequent Flyer Program is available only to individuals. Membership and the earning and redemption of Velocity Points is subject to the Velocity Frequent Flyer Terms and Conditions, as amended from time to time and available at www.velocityfrequentflyer.com/member-support/terms-conditions.
12. Any air travel undertaken as a result of participation in the Velocity Frequent Flyer Programs is subject to the terms and conditions of the Velocity Frequent Flyer Program and the Conditions of Carriage of the relevant airline.
13. BOQ Specialist or any member of the BOQ Group will not be liable to you or any person in any manner for any claim arising in connection with any air travel undertaken by any Velocity Frequent Flyer member or, if for any reason, your Velocity Points are unable to be used once we have caused them to be credited to your Velocity Frequent Flyer Membership account and you have provided your Velocity Frequent Flyer Membership account details to Us.

Your Velocity Frequent Flyer Account

14. Velocity Points may only be credited to a Velocity Frequent Flyer Membership account in the name of an Account Holder. The name on your Velocity Frequent Flyer Membership account and your Everyday Plus Account must be identical in order for your Velocity Points to be credited.
15. If Velocity Points cannot be credited because the Velocity Frequent Flyer membership you provided to Us is not correct or is invalid, the automatic crediting of your Velocity Points will cease until you have provided Us with valid Velocity Frequent Flyer membership information. We will accrue your Velocity points up to 6 months until you provide Us with your valid Velocity Frequent Flyer membership information after which, your points will be cancelled. Accrued Velocity Points cannot be transferred to the Velocity Frequent Flyer account of any other person.

Tracking your Velocity Points

16. A statement showing the Velocity Points accrued during your account statement cycle will be provided monthly. We may adjust your total Velocity Points (backdating the adjustment if necessary) if Velocity Points have been incorrectly credited or debited for any reason.

When you will not accrue Velocity Points and when we may cancel your Velocity Points

17. You will not accrue Velocity Points or Bonus Velocity Points (and we may correct your Rewards Statement by deleting or reversing any Velocity Points invalidly rewarded) if we close your Account or circumstances arise that entitle us to close your Account without prior notice to you under the Terms and Conditions of the BOQ Specialist Everyday Plus account.
18. If your Account is closed or access to it is cancelled and you have not provided us with your Velocity Frequent Flyer membership number:
 - a. all Velocity Points accrued in the month of closure will be forfeited; and
 - b. you have 30 days from the date of closure or cancellation within which to supply your Velocity Frequent Flyer number so that the Velocity Points accrued up to the start of the month of closure can be credited to your Velocity Frequent Flyer account; and
 - c. all Velocity Points accrued from account opening will be cancelled immediately on expiration of the 30 day period without further notification if you do not supply your membership number within this time frame.

Termination

19. We can cancel the BOQ Specialist Velocity Rewards Program after providing you with 60 days written notice. BOQ Specialist may notify you of changes either through:
 - a. An email to your email address as advised to us;
 - b. A letter to your last known address; or
 - c. Notification on, or sent with account statements.

When the BOQ Specialist Velocity Rewards Program is terminated by Us under this clause 19, Velocity Points accrued up until the date of cancellation of the BOQ Specialist Velocity Rewards Program will be credited to your Velocity Frequent Flyer account.

20. If you have not provided us with your Velocity Frequent Flyer membership number, and we have terminated the BOQ Specialist Velocity Rewards Program you have 90 days from the date of the cancellation to provide us with this membership number. If you do not supply your membership number within this time frame, all Velocity Points accrued will be cancelled immediately on expiration of the 90 day period without further notification.

Changes to these Terms and Conditions and the BOQ Specialist Velocity Rewards Program

21. We can change any or all aspects of the BOQ Specialist Velocity Rewards Program as applicable (including these Terms and Conditions) at any time without your consent. We will provide you with at least 30 days written notice of any changes to these Terms and Conditions that are unfavourable to you (including any unfavourable changes to BOQ Specialist Velocity Rewards Program). Otherwise, we will notify you of the change as soon as reasonably possible. You agree that we may give you such notice in writing in any way permitted by law or any applicable code which we subscribe to, or on the BOQ Specialist website located at boqspecialist.com.au.
22. Changes we may make include a change to:
 - a. The way you can accrue Velocity Points or Bonus Velocity Points
 - b. The way Velocity Points are credited to your Velocity Frequent Flyer account; or
 - c. The number of Velocity Points you can accrue for using your Account.
23. If you are not satisfied with any change or variation in BOQ Specialist Velocity Rewards Program or these Terms and Conditions, or for any reason wish to withdraw from your BOQ Specialist Velocity Rewards Program, you may close your Account. We may novate some or all of our rights and obligations under these Terms and Conditions to another person at any time without your consent provided that such novation does not materially adversely affect Your rights or obligations under this document.
24. We have no liability to you for any delay or inability to provide Velocity Points or Bonus Velocity Points caused by circumstances outside our control, such as strikes or industrial action, Acts of God, floods, weather, aircraft unserviceability or unavailability, or war or civil disturbance.

Any tax impact

25. It is your responsibility to determine the tax impact on you of receiving Velocity Points and Bonus Velocity Points via the BOQ Specialist Velocity Rewards Program. We do not accept any responsibility for any tax liability you may incur under the BOQ Specialist Velocity Rewards Program. BOQ Specialist recommends that You seek independent and professional financial and taxation advice before taking out the Everyday Plus account.

Your responsibility to pay costs

26. We may introduce a membership fee or other fees in connection with BOQ Specialist Velocity Rewards Program. If we introduce a new fee, we will notify you in advance in accordance with these Terms and Conditions.

Everyday Plus account Terms and Conditions.

Opening Your Account

1. Prior to the opening of Your Everyday Plus account, You must provide Us with a completed Account Application Form, together with the necessary supporting documentation required by Us, including statutory proof of identity.
2. We may be able to identify You via electronic means, using public domain databases. If We are able to identify You successfully using electronic means, We may not require additional identification documentation to be provided with Your Account Application Form.
3. If this is unsuccessful, You will need to provide Us with certified copies of any of the requested documents.
4. We reserve the right in Our absolute discretion not to accept an application for opening an Account.
5. You consent to Us making such enquiries as are reasonably necessary for the purpose of verifying the information disclosed in Your Account Application Form.
6. You acknowledge that in connection with Your Everyday Plus account it is not an offence if You choose not to quote Your Tax File Number (TFN) but if You do not do so (or for joint Accounts, any of the Account Holders) or if You are a non-resident, withholding tax may be deducted from any interest earned on the credit balance of Your Account.
7. Should there be two or more Account Holders, Your Account will be held jointly but Your obligations as an Account Holder will be both joint and several.
8. You acknowledge that should one individual joint Account Holder predecease the other(s), We may treat:
 - a. the entire amount of a credit balance of Your Account as having passed to the surviving Account Holder(s);
 - b. each surviving Account Holder as being liable for payment of all or any part of the amount of a debit balance of Your Everyday Plus account.

Existing customers

9. If You already hold an account with Us, or We make other Accounts available to You in the future, We may be required to re-identify You. If authorised signatories to the Account are different We are also required by law to verify their identity. In that instance, We will ask that You complete the Account Application Form authorising the new signatories to act on the Account.
10. If You wish to set up additional Designated Accounts to be linked to the new Everyday Plus account, You will still need to provide Us with these Designated Account details in writing.

Anti-Money Laundering, FATCA and CRS

11. BOQ Specialist is a Reporting Australian Financial Institution under the Automatic Exchange of Information (AEOI) regimes concerning the automatic exchange of financial account information with foreign jurisdictions. These relate to the Foreign Account Tax Compliance Act (FATCA) and Common Reporting Standard (CRS). We will conduct due diligence on prospective Account Holders and on existing Account Holders to comply with our obligations under the (AEOI). If you are applying for an Account, You will need to provide us with certain information and/or documentation when completing the Account Application Form and otherwise on request. While you are an Account Holder, You may need to provide us with certain information and/or documentation on request.
12. We may report information about you and Your Account to the ATO. Generally, We will report to the ATO information about You if You are a foreign resident for tax purposes, a certain type of foreign entity or a certain types of domestic entity that is controlled by one or more foreign tax. If you do not provide us with the required information and/or documentation upon request, we may be required to report information in respect of You and Your Account to the ATO and/or may not open an Account for You.
13. In accordance with the (AEOI), the ATO will share information reported to it by Australian financial Institutions with the U.S. Internal Revenue Service with regards to FATCA and with other countries that have implemented the CRS.
14. You should consult with your tax adviser for further information on how our due diligence and reporting obligations under the (AEOI) may affect You.

15. You agree to comply with all regulations or laws applicable to Your Account and undertake to provide any documentation, information or approvals (in original or certified form) as We may deem necessary to give effect to the opening of Your Account, under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and other applicable laws.
16. Everyone who opens a new Account and all signatories to the Account are required by law to be identified. Please note you may not withdraw funds from Your Account until all documentation requirements have been fulfilled.
17. By applying for an Account with Us, You also acknowledge that we may decide to delay or refuse any request or transaction on Your Account, including any withdrawal or deposit request, if it is concerned that the request or transaction may breach any legal or regulatory obligation or cause us to commit or participate in, an offence under any law. Where transactions or Accounts are blocked, delayed, frozen or refused by us in accordance with this section, You agree that we are not liable for any loss suffered by You, any additional card holder or other third parties arising directly or indirectly as the result of us taking this action unless we have made a mistake or acted negligently or fraudulently. Notwithstanding that You may already have an account with Us and that You may have previously provided all account opening documentation, we reserve the right to request additional and/or updated information.

Depositing funds

18. Once Your Account has been opened deposits can be made in the following ways:

a. Electronic Funds Transfer

AUD deposited in Australia

Account Name: Your Account name

BSB: 951 200

Account number: Your Everyday Plus account number

AUD deposited overseas

Beneficiary bank name: BOQ Specialist

Beneficiary bank SWIFT code: QBANAU4B

Beneficiary bank address:
Level 4, 100 Skyring Terrace,
Newstead QLD 4006 Australia

Beneficiary Name: Your Account name

BSB: 951 200

Beneficiary account number:
Your Everyday Plus account number

Reference: 951200 and your
Account name

b. Direct debit

Funds received via direct debit will require three working days to clear prior to any withdrawals from your Everyday Plus account.

You authorise Us to, at Our discretion, confirm the BSB, account number and account name You have provided with the external financial institution nominated in the Direct Debit Request, as provided in the Account Application Form.

You may instruct Us by fax, telephone, email or secure message by 1pm Sydney time on a Banking Business Day to debit the relevant amount from a bank account that You hold at another institution. Please note that We will at Our discretion, only debit funds from an account held in the same name. This account that you wish Us to debit must be notified to Us in writing in a form acceptable to Us and must be accompanied by a bank statement evidencing the account details.

We may carry out Your Instruction to process a direct debit prior to receiving the supporting bank statement. However, you will not be able to withdraw funds from Your Account until We have received the statement and have verified details of Your direct debit account. In the event We are not able to satisfactorily verify details of Your direct debit account, We may send the funds back to the account from which they originated.

Any requests received after 1pm on a Banking Business Day or on a day that is not a Banking Business Day may be processed on the next Banking Business Day in Sydney. Payment Instructions to and from Your Designated Account will be accepted by any one signatory.

If You have elected to register for our 24/7 Online Banking service, You may also direct debit funds using Online Banking. Online direct debits may be processed from your same named Designated Account at another institution subject to the relevant cut-off times.

There is no daily limit applicable to deposits via direct debit. Please ensure you have sufficient funds available in the Designated Account from which You wish to debit funds.

If You are switching accounts from another bank, You can request that We provide You with information on, and assistance about, notifying Your billing and crediting organisations that You have switched Your account to Us to ensure the continuity of Your direct debit, direct credit and periodic payment arrangements.

c. Cheque

All cheques deposited must be made payable to the Account Holder. Endorsed third party cheques will generally not be accepted, although We reserve the right in Our absolute discretion to accept a third party cheque. If We accept a third party cheque We do so subject to You indemnifying Us in accordance with these Terms and Conditions. The amount stated on a cheque received by Us shall not be deemed to have been paid to or received by Us and no withdrawals or transfers of funds may be made against it until the amount of the cheque has been unconditionally credited to Our Account. Generally, this takes three working days for Australian dollar cheque deposits.

Cheques should be drawn in favour of the 'Account Holder name' and should be posted to the following address for banking on Your behalf:

BOQ Specialist
PO Box 2539
Sydney NSW 2001

Please always advise Us of any cheque deposits made directly into the account to expedite processing. Foreign currency cheques, travelers cheques and bank drafts are not permissible

Minimum and maximum deposit amounts

19. No minimum deposits are required for the Everyday Plus account. The maximum amount that can be deposited is at Our discretion.

Withdrawing Funds from Your Everyday Plus account

20. We have published information that tells you the types of withdrawal transactions that are available for Your Account type on our website.
21. You consent to provide information in response to enquiries regarding the purpose of any funds transfers that You request to be carried out on Your behalf, particularly non-domestic transfers.
22. Future dated payments which fall on a non Banking Business Day will be processed on the previous Banking Business Day to ensure You are able to meet any corresponding obligations in a timely manner. This applies to both "once only" and scheduled payments.

23. For verification purposes, all third party payment Instructions received in writing (including Instructions received via fax and email) need to be signed in accordance with the signing instructions on the Account (except where given by secure message) and need to be confirmed via telephone. If You do not confirm Your Instruction by phoning Us, We will endeavour to reach You by phone. If We are unable to do so, it will be at Our discretion as to whether We process the withdrawal.
24. You acknowledge that when providing Us with instructions, particularly in relation to scheduling payments in the future, it is Your responsibility to ensure that sufficient cleared funds are available for the payment to be processed. You agree to release Us from any liability whatsoever which You or any other party may suffer as a result of insufficient funds in Your Account to meet Your instructions and You indemnify Us for any loss, claim, damage or expense We may suffer as a result of giving effect to such instructions.
25. All Everyday Plus accounts must maintain a positive balance. We are under no obligation to follow instructions that would overdraw Your Account. If the Everyday Plus account becomes overdrawn (whether as the result of Us acting on an instruction or debiting other amounts such as interest and fees), You must repay the overdrawn amount immediately.
26. All third party payment Instructions received in writing in respect of withdrawal of funds from Your Everyday Plus account must be received by Us on a Banking Business Day before 1pm (Sydney time) in order for the Instruction to be processed on that day. We reserve the right to hold any third party payment Instructions received in writing received after 1pm for all AUD transactions on a Banking Business Day or on a day that is not a Banking Business Day, for processing on the next Banking Business Day. Withdrawal instructions where payment is being made overseas may take up to three banking business days to arrive at the destination.
27. Direct debit arrangements are available for Your Everyday Plus account, You may authorise a merchant to debit funds from Your Everyday Plus account directly.
28. You may cancel Your direct debit facility by calling 1300 160 160, 24 hours a day, 7 days a week. You should also contact the merchant who is debiting the funds from Your Everyday Plus account. If You wish to alter Your direct debit facility, You should contact the merchant who is debiting the funds from Your Everyday

Plus account. We cannot accept a request to stop a payment made under a direct debit arrangement after We have debited the payment from Your Everyday Plus account.

29. We may decide not to make a direct debit if the available balance is not sufficient to cover the payment when the debit is to be made. We do not have to inform You if a direct debit is not honoured.
30. We may charge You a fee for direct debits, and also debit Your Everyday Plus account for any fees or charges passed on to Us by another financial institution as a result of a direct debit.
31. If a direct debit is due to be made on a day that is not a Banking Business Day, We make the direct debit on the next Banking Business Day. Unless directly caused by our negligence, fraud or misconduct, We (and our related bodies corporate) will not be responsible for any loss, damage or liability You may suffer or incur by reason of or in connection with:
 - a. the genuineness and authenticity of any Instructions given by You or on Your behalf;
 - b. Us acting on any Instruction which purports to have been despatched on Your behalf by any person or persons who appear to be authorised to transact Your banking business at the time the message is received or refusing to act on or for any delay in processing any Instruction, through whatever medium, in circumstances where We have reason to believe that the Instruction is unauthorised;
 - c. Us assuming that any person claiming to be a person, details of whom have been given to Us in accordance with the Account Application Form or as notified otherwise in writing, is, in fact, that person;
 - d. Us assuming that if You have not given a notice of revocation of any person previously authorised that the person giving instructions to Us is authorised by You to do so;
 - e. any error contained in the Instruction irrespective of whether the error originated in the transmission or the receipt of the Instruction except to the extent the error was the result of Our gross negligence, willful default or fraud;
 - f. any delays in transmission or payment;
 - g. any Instruction that You or an authorised signatory has sent, which has not been received by Us.
32. If You ask Us to cancel a direct debit authorising Us or another party to deduct funds from Your Everyday Plus Account, We will do so promptly. However, the cancellation of a direct debit may put You in breach of Your contract with that other party. We will not be responsible for any such breach or for any loss or damage You may suffer in connection with any such breach.
33. We may at Our discretion debit Your Everyday Plus account with all sums paid, charged or incurred by Us in effecting all such written, telephone or facsimile instructions. You agree to indemnify Us against any loss, damage or liability We may suffer or incur as a result of acting in accordance with your instructions.
34. Liability for losses resulting from transactions will be determined by the ePayments Code, where it applies.
35. For liability and indemnity provisions applying to Personal EFT transactions using Online Banking services, refer to the Online Banking Terms and Conditions.
36. Unless providing Instructions through Online Banking:
 - a. You acknowledge that You and any joint Account Holder give Us instructions in order to access, direct Us to close and otherwise transact on Your Everyday Plus account independently of each other, including to vary instructions provided by another Account Holder; and
 - b. We are not liable for loss or damage resulting from our actioning instructions given by any Account Holder except to the extent the damage or loss was the result of Our or any of Our employees gross misconduct, willful default or negligence.

If you want to change the method in which the joint Account is operated (such as if You would like the Account to be operated on an “all to sign” basis) You must notify us by calling our 24/7 Client Service Centre. Where more than one Account Holder is required to operate the Account, we will dishonour any direction to close or otherwise transact on Your Everyday Plus Account unless it is authorised by all required Account Holders. If joint account holders are in dispute as to the processing of a transaction or the method in which the joint Account is operated is changed to “all to sign”, we will also stop all Debit Cards on the Account. If we reasonably ask You to, You must return them to Us. If You or any other joint Account Holder uses a Debit Cards to withdraw money from the joint Account before it is returned to Us, You will be liable for those transactions.

37. If providing Instructions through Online Banking for third party, Designated Account and BPAY payments, any two signatories may authorise the transaction in Online Banking (where more than one is specified in the “Signing Instructions” section in the Account Application Form). For Debit Cards, where more than one signatory is required to operate the Account, each Account Holder must approve the issue of a Debit Card to any signatory, however, once the Debit Card is issued, it may be used to provide Instructions on the Account by the relevant signatory alone, subject to any Monthly Spend Limit applicable to a Debit Card (as described in the Debit Card Conditions of Use). Any joint Account Holder may request that a Debit Card issued for a joint Account be cancelled at any time.
38. The Authority to Operate applies to any changes that You wish to make to any Designated Account details, as Well as all third party payment instructions. If the Authority to Operate is incomplete, We may rely on instructions given by any one signatory. (We are not obliged to notify You that the Authority to Operate section of the Account Application Form has been left incomplete.)

Withdrawal cut-off times

39. The following is a summary of the cut-off times for withdrawal instructions to be processed on the same Banking Business Day. Any instruction received after these cut-off times will be processed on the next Banking Business Day. Please note that as We are required to confirm all third party withdrawal requests (other than payments through Online Banking) with You prior to processing, please endeavour to send Us your Instructions as early as possible.

Withdrawal Transactions	AEST time	Instruction Method
Electronic Funds Transfers (AUD)	1 pm	Fax, phone, email or secure message
Online transfers (including BPAY)	4 pm	Processed directly through Online Banking

Confirmation of Payee

40. **Using the Confirmation of Payee service when making a payment**

If you are using a BSB and account number to:

- pay a new payee;
- add a new payee; or
- edit an existing payee,

we may use the Confirmation of Payee service to provide you with a view of the likelihood that the account name you have entered matches the account you are paying to.

If we indicate to you that the Confirmation of Payee service result does not match the details of the recipient account, you should check the account details with the intended recipient before proceeding with the payment.

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

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

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

41. **Sharing your account details through the Confirmation of Payee service**

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

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

You authorise and consent to:

- us using and disclosing your account details (including your name) with the Confirmation of Payee service;
- payers' financial institutions using and disclosing your account details (including your name) for the purposes of the Confirmation of Payee service and prior to making payments to you; and

- your account details (including your name) being disclosed, stored and used in connection with the Confirmation of Payee service in accordance with the industry rules, regulations and procedures that apply to the Confirmation of Payee service.

42. **Opt out requests**

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

If we agree to an opt-out request:

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

Designated Accounts

43. You can nominate certain accounts at other institutions as Your Designated Accounts. Details of Your Designated Accounts and whether these accounts are to be credited, debited or both, must be specified to Us in writing or via an Online Banking secure message.
44. Transfers to and from Your Designated Accounts do not require a signed Instruction and may be requested via phone, email, fax and through Online Banking. Instructions for transfers to and from Designated Accounts will be accepted from any one signatory irrespective of the signing arrangements indicated in the “Signing Instructions” section of the Account Application Form. Transfers to and from accounts which are not Your Designated Accounts will require a signed Instruction in accordance with the signing arrangements as indicated by You in the “Signing Instructions” section of the Account Application Form.

45. Designated Accounts at other institutions from which You wish to direct debit funds into Your Account must be in the same name as Your Account, and We will require confirmation of the account details (see Direct Debit Request Services Agreement annexed below). Designated Accounts to which You would like to transfer funds from Your Everyday Plus account may be in the same name or in the name of a third party and We may not require confirmation of account details.

Debit Card

46. If You have a Debit Card issued in conjunction with Your Everyday Plus account, You may use Your Debit Card at ATMs, EFTPOS terminals, to make online purchases and for other transactions which may be effected by way of Debit Card.
47. The available cleared funds can be reduced by reference to Debit Card transactions which have been authorised but not yet processed. See the Debit Card Conditions of Use for more details located at www.boqspecialist.com.au/important-information/terms-and-conditions.
48. If You obtain Debit Card facilities for use in conjunction with an Everyday Plus account, Your Account may be subject to unauthorised transactions, for example, if Your PIN for Your Debit Card (if applicable) is lost or stolen. The Debit Cards Conditions of Use contain information about this, and about what to do if Your Debit Card or PIN may be lost, stolen or compromised.
49. We will send any Debit Card issued to You to the address nominated by You in Your Account Application Form. Please note that We will only issue Debit Cards to signatories of an Everyday Plus account. If the primary card holder sets a monthly spend limit on the Debit Card, access to funds within the Everyday Plus account via Debit Card will remain subject to such monthly spend limit unless and until such limit is changed by the primary cardholder.

How We determine interest rate

50. The Applicable Interest Rate applicable to Your Everyday Plus account is subject to individual quotation.
51. We will provide You with confirmation of the Applicable Interest rate at the time We open Your Everyday Plus Account, and the interest rate confirmation will form part of the governing terms for Your Everyday Plus account. Information on any interest rate is available on request.

52. The Applicable Interest Rate on the Everyday Plus account is variable and may change at any time. We will notify You of these changes in accordance with these Terms and Conditions. The rate applicable to Your Everyday Plus account, will be shown on Your statement.

Interest calculation

53. For the Everyday Plus account interest is calculated on the daily closing credit balance of Your Account from the date of receipt of funds and is capitalised monthly. You may also request for Your monthly interest to be deposited into Your Designated Account.

Currency conversion

54. A currency conversion involves a foreign exchange transaction. This is a contract between You and us to exchange a specified amount in one currency for another currency at the prevailing exchange rate quoted by us at the time of entering into the transaction. All foreign exchange contracts are settled immediately on the same day that they are transacted, unless otherwise agreed. (Any payment Instructions then executed in relation to the proceeds will be subject to usual processing times).

55. You cannot cancel or change Your foreign exchange transaction after the transaction has been agreed to by us.

56. If You instruct Us to convert currency, whether on deposit into, or withdrawal from, Your Account, or at any other time subject to Our discretion to trade that currency, We will convert the currency at the applicable foreign exchange rate agreed by Us on the date and time of conversion and pay or credit You the conversion amount. Please note funds must be cleared prior to the processing of any foreign currency transactions. We will confirm the details of Your foreign exchange contract including details of the exchange rate, the conversion amount and any transaction charges that may apply within two Banking Business Days of the conversion.

Statements and correspondence

57. A statement will be provided to You electronically through our Online Banking Services at least every 6 months in respect of Your Everyday Plus account, unless we are not required to provide one by law or by any applicable code that we subscribe to. We will provide You with an additional statement on request (fees may be applicable – refer to the Fees and Charges at Annexure B).

58. Please check Your statements carefully and notify Us promptly if you have any queries about your statement.

59. You agree that We may give You any other notices or documents We are required to give You in writing by publishing them or giving them to You in any manner allowed by law and any applicable code of practice. This may include giving You a notice or other document by:

- sending it to You by post to Your last known residential or postal address;
- if You have given us Your email address, by sending it to You by email;
- if you have given us Your mobile phone number, by sending it to You by SMS;
- publishing it in a major national daily newspaper;
- placing it on or giving it to You with statements of Account; or
- publishing it on Our website or on Our Online Banking services sign-in page or within Online Banking services and telling you we have done so.

60. You agree we may give you notices and other documents by electronic communication where allowed by law and any applicable code of practice.

61. If You are a joint Account Holder we will give all notices and other communications to all Account Holders.

62. You agree to notify Us in writing of any changes to Your name, address, authorised signatories to Your Account, or Designated Account details as soon as possible. Designated Account details may be changed by informing Us in writing and authorised in accordance with Your 'Authority to Operate' instructions in the Account Application Form.

63. We will not be responsible for any losses associated with any changes in Account details if We have not received adequate prior notice in writing of any such changes.

Closing Your Account

64. You may close Your Everyday Plus account at any time.

65. We may, at our sole discretion, also close Your Account without reason by giving you reasonable prior notice of not less than 30 days.

66. We may also close Your Account at any time, without giving You prior notice, if:

- a. We are required to do so by law or in order to comply with Our legal or other regulatory obligations (including Card Scheme and payment system rules);

- b. You don't provide Us with information we reasonably require to verify Your identity or the source of any funds deposited into the Account or to otherwise comply with Our legal obligations or other regulatory obligations (including Card Scheme and payment system rules);
- c. You don't provide us with accurate and up to date Foreign Tax Residency Status information;
- d. You are no longer an Australian resident; or
- e. We reasonably believe that:
 - i. doing so is necessary to prevent loss to You or Us;
 - ii. your Account is being used in a manner that may result in loss to You or Us;
 - iii. there is fraudulent activity occurring in relation to your Account;
 - iv. Your Account is being operated in breach of these Terms and Conditions in a way that increases risk to You or Us;
 - v. Your use of the Account or activities you undertake in connection with the Account are at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams);
 - vi. You provided us with false or misleading information when you opened the Account which materially increases the risks we are exposed to in relation to You or the Account and we would not have opened the Account or had the correct information been provided to us; or
 - vii. your Account is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/or references).

67. If You have a credit balance in Your Everyday Plus account when it is closed, all funds (including all interest accrued on the credit balance up to the date of closing the account) will be paid into a bank account of Your choice. If you do not tell us which bank account you want the credit balance paid into, We may return this amount by paying it into Your designated bank account by bank cheque or, where applicable, by transferring it to any 'unclaimed moneys fund' in accordance with applicable law.

68. If your Account is closed, all Debit Cards, Online Banking services and other access methods will be cancelled in relation to the Account.

Restricting your Account, suspending Debit Cards or Online Banking services and Returning funds

Restricting your account

69. We may restrict Your Account to prevent all or certain types of transactions and/or suspend a Debit Card or Online Banking services in relation to Your Account, at any time, without giving You prior notice, if:
- a. We are required to do so by law or in order to comply with Our legal or other regulatory obligations (including Card Scheme and payment system rules);
 - b. We reasonably consider it necessary to do so to meet our regulatory and compliance obligations or to manage associated risk;
 - c. You don't provide Us with information We reasonably require to verify Your identity or the source of any funds deposited into the Account or to otherwise comply with Our legal obligations or other regulatory obligations (including Card Scheme and payment system rules);
 - d. You don't provide Us with accurate and up to date Foreign Tax Residency Status information;
 - e. You are no longer an Australian resident; or
 - f. We reasonably believe that:
 - i. doing so is necessary to prevent loss to You or Us;
 - ii. Your Account or Online Banking services is being used in a manner that may result in loss to You or Us;
 - iii. there is fraudulent or scam activity occurring in relation to your Account or Online Banking services;
 - iv. Your Account or Online Banking services is being operated in breach of these terms and conditions in a way that increases risk to You or Us;
 - v. Your use of the Account or Online Banking services or activities you undertake in connection with the Account or Online Banking services are at high risk of involving fraudulent or other unlawful behaviour or loss to us or other persons (for example, activities that are at high risk of being involved in scams);

- vi. You provided us with false or misleading information when you opened the Account or requested the Online Banking services which materially increases the risks We are exposed to in relation to You or the Account or Online Banking services and We would not have opened the Account or issued Online Banking services had the correct information been provided to Us;
 - vii. your Account or Online Banking services is being used to defame, harass or threaten any person, or to promote or encourage physical or mental harm of any person or to promote violence against any person (including in the use of the payment descriptions and/ or references);
 - viii. funds have been transferred into your account due to unauthorised or unlawful activity; or
 - ix. you are not beneficially entitled to funds in your account.
70. We may take these measures for as long as we reasonably need. We will act reasonably when restricting Your Account or suspending an Debit Card or Online Banking services in relation to your Account, and we will not do more than is reasonably necessary considering the reasons why we have taken such action. We will tell you if we restrict your Account or suspend a Debit Card or Online Banking services in relation to your Account and, where possible, we will tell you what you need to do for us to remove the restriction or suspension. If we take any such action to restrict your Account or suspend a Debit Card or Online Banking services we will give you a reason unless we are unable to do so under applicable laws or regulations.

Returning funds

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

Where we reasonably believe that funds have been transferred into your account as a mistaken payment under the ePayments Code, we will instead follow the process set out in the 'Mistaken Internet Payments' clause in our Online Service Terms and Conditions.

Privacy

72. This section should also be read in conjunction with the Privacy Declaration of the relevant Account Application Form. 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 information.
73. We recognise that Your privacy is very important and that You have the right to protect Your personal information. We collect, use and disclose Your personal information to assess whether we are able to provide You with the product that You have requested, including sharing Your personal information with Qantas for the purpose of the Qantas Frequent Flyer program and Velocity for the purpose of the Velocity Frequent Flyer program, and so that We and Our related companies and corporate partners can tell You about other products and services You may be interested in, perform operational and administrative tasks (including security and risk management), undertake planning, product development, data mining and research, verify Your identity, prevent and investigate frauds or crimes (actual or suspected), to assist in any potential or actual acquisition of an interest in the BOQ Group. Some of the personal information we collect about You is collected as required or authorised by laws such as the Banking Act 1959 (Cth) and the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).
74. Where possible, We will collect your personal information directly from You or from any joint applicant or Account Holder. However, We may also be required to collect personal information about You from a third party. These parties may include other financial institutions, Your representatives such as financial advisers or accountants, Your insurers, public sources (e.g. telephone directories), information brokers, referrers or other intermediaries, introducers, Our corporate partners or agents, government agencies (e.g. Centrelink).
75. If You do not provide us with Your personal information, we will not be able to assess Your eligibility for the product.
76. 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.

77. 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, You or Your 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.
78. We have a duty of confidentiality towards You except in circumstances where:
- disclosure is compelled by law (except this paragraph does not permit Us to disclose any information of the kind referred to in section 275(1) of the PPS Act unless section 275(7) of the PPS Act applies);
 - there is a duty to the public to disclose;
 - Our interests require disclosure; and
 - disclosure is made with Your express or implied consent.

Taxation

79. The interest earned on the credit balance of Your Everyday Plus account will generally be in the nature of interest income and will need to be declared as such in Your tax return in the year in which it is earned. The taxation information in this document is a general statement as to the taxation implications that may normally arise for an Australian resident taxpayer.
- We make these statements without reference to Your particular financial circumstances and based on Our understanding of the general operation of the taxation laws at the time of formulating this document. Interest is calculated daily and will be paid monthly. Each person's financial circumstances are different, and we recommend that You seek independent and professional financial and taxation advice before making any investment.
80. Government taxes and duties will, where applicable, be deducted from Your Account. Government taxes and duties cannot be paid in cash or deducted from another account.

Warranties, liabilities and disclaimers

81. You agree to indemnify Us against any claims, loss or damage that We may suffer from whatsoever cause (including reasonable legal costs) arising in connection with:
- the enforcement of Our rights under these Terms and Conditions; or
 - Your non-compliance with these Terms and Conditions.
- This indemnity does not apply to the extent of the loss resulting from our gross negligence, wilful default or fraud.
82. We may suspend operations of any or all Your Accounts and/or Our services if Our client records, accounts or services are not available or access to such records, accounts or services is hindered as a result of force majeure, any calamity or condition, industrial action, computer breakdown or sabotage, or any other reason whatsoever, including without limitation, a similar event occurring to Our agents and service providers.
83. You undertake to advise Us immediately of any material circumstances which may affect our business relationship with You.
84. Without prejudice to any other rights which We may have under these Terms and Conditions or at law, You agree that We will be entitled to recover from You any amount of money paid to You to which You are not entitled for any reason, plus interest thereon at the then Applicable Interest Rate (if you unreasonably delay the return of this amount) and any expenses incurred by Us in relation to such a circumstance.
85. You warrant that You will be acting as principal in all transactions with Us and that You have proper legal title to all amounts invested or deposited with Us.
86. We are authorised to accept and act upon an Instruction sent or communicated to Us which we reasonably believe to have been despatched by You or by an authorised signatory.
87. You acknowledge that communication by telephone, facsimile and e-mail is not a secure means of communication and involves higher risk of manipulation, distortion or attempted fraud and may be of poor quality and unclear. You hereby authorise Us to accept and act on a telephone Instruction, faxed Instruction or e-mail Instruction which we reasonably believe to have been given by You or Your authorised signatory. You agree to indemnify Us in respect of all claims, liabilities, costs, charges or expenses of any nature incurred or suffered by

88. Us or as a result of Us acting on a communication or Instruction provided by telephone, fax or e-mail unless it was not reasonable for us to have relied on that communication. This clause does not apply to Personal EFT transactions or Debit Card transactions.
89. In the case where You have appointed an authorised signatory to Your Account:
- a. You warrant that You have the necessary power to open the Account and that the authorised signatory(ies) identified in the Account Application Form are authorised to operate the Account. You undertake and agree not to challenge the authority of the authorised signatory(ies) or the validity of any act performed by Us in reliance upon such authorisation.
 - b. You indemnify Us and hold Us indemnified against all or any claims (including without limitation reasonable legal costs) by any third party arising as a result of any breach of such warranty.
 - c. Subject to (d) below, We may rely on the identity of the authorised signatory(ies) specified on Your Account Application Form (and as updated by You in writing and signed by You).
 - d. In respect of corporate Account Holders, should the authorised signatory(ies) cease to be Your directors or officers or should You wish to terminate their authority to operate the Account, then You must promptly notify Us accordingly in writing signed by You and if requested provide Us with a copy of the relevant corporate action evidencing this.
90. If You die while You are the owner of an Everyday Plus account issued by Us, We may need to identify Your legal personal representative prior to taking an action on Your Account.
91. If there is any inconsistency between these Terms and Conditions and any Special Terms and Conditions (if applicable to Your Account), the Special Terms and Conditions shall prevail to the extent of the inconsistency.

Changes to these Terms and Conditions, interest rates and fees and charges

92. We may change these Terms and Conditions, interest rates, fees and charges, the way we calculate interest the way you access your Account and any other aspect of the banking services we provide relating to your Account. This includes adding new fees or charges in respect of Your Account.
93. We will notify You of any such changes in accordance with any law or code to which we subscribe and these Terms and Conditions.
94. Generally, we will tell you about changes to terms and conditions and fees and charges 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 reasonable advance notice of at least 30 days. 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). Subject to the ePayments Code (where it applies), We can 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.

Complaints

95. If you have a problem, complaint or dispute
- a. Our service commitment

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

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

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

 - Contact your dedicated financial specialist
 - Call us on 1300 160 160, Monday – Friday, 8:30am – 5:00pm AEST
 - Complete the online complaints form at www.boqspecialist.com.au/feedback-and-complaints

- Contact our Customer Relations Department via:

Email: customer.relations@boqspecialist.com.au

Call: 1800 663 080

Write to: 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 who is handling your complaint and how long it is likely to take for it to be resolved. For further information about how we handle complaints, ask our friendly staff for a copy of our Complaint Guide or alternatively download a copy available on our website.

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

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

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

Call: 1800 931 678

Email: info@afca.org.au

Online: www.afca.org.au

Write to: GPO Box 3
Melbourne VIC 3001

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

General

96. The Fees and Charges can be located at Annexure B and the current version applicable to You can be found at www.boqspecialist.com.au/important-information/terms-and-conditions, which were provided to You with Your Application Form and were current at the time You completed and submitted Your Account Application Form to Us. Details of fees and charges are also available on request from our offices by calling 1300 160 160.

97. We may, for the purposes of exercising any of Our rights, powers or privileges under this agreement or if required by any law, government agency or stock exchange, disclose to any person (including, any potential assignee, novatee or participant) any documents or records of, or information about You, a transaction, any other collateral documents or security or the assets, business or affairs, relating to You, whether or not confidential.
98. You agree that We may effect transactions with or through agents or Correspondent Banks as determined by Us from time to time. While we and or our subsidiaries will choose these agents or Correspondent Banks with reasonable care to ensure they are reliable, neither we nor our subsidiaries will have any responsibility for any acts or omissions of such parties.
99. You acknowledge and agree that We may effect transactions for You through the agency of and/or with a party which is a member of the BOQ Group or a person associated with Us or in which We have a direct or indirect material interest
100. Under the Financial Claims Scheme (FCS) the Australian Government guarantees certain deposits up to \$250 000 held with an authorised deposit-taking institution (ADI). BOQ Specialist is a division of Bank of Queensland Limited which is an ADI, and is the issuer of BOQ Specialist products and services. For further information regarding this scheme please refer to www.fcs.gov.au or call the hotline on 1300 55 88 49. Any variation to, or termination of, the Everyday Plus account given by You or Your authorised representative will only bind Us if it is permitted under the Terms and Conditions of that Account and it is received in writing, or notified to Us by such other means of communication as may be acceptable to Us, and provided that such variation or termination is acceptable to Us.
101. We may combine the balances of two or more of your accounts held with us, including accounts you have with us which are not the subject of these Terms and Conditions. For example if one of your accounts is overdrawn, we can use funds to your credit in another account to repay that overdrawn amount. We will inform you promptly if we combine any of your accounts but do not need to give you advance notice.
102. However, if you have an account that relates to any amount you owe us under a loan that is regulated by the National Credit Code, we may not combine that account with your Account:

- a. while we are actively considering your financial situation under either paragraph 167 of the Banking Code of Practice or under the hardship provisions of the National Credit Code;
 - b. while you are complying with an arrangement you have made with us after we have considered your financial situation; or
 - c. if doing so breaches the Code of Operation: Recovery of Debts from Department of Human Services Income Support Payments or Department of Veterans' Affairs Payments.
103. You must not assign, novate, transfer or otherwise deal with any of Your rights under this agreement or delegate any of Your obligations as an Account Holder without Our prior written consent. We may in Our absolute discretion, grant or withhold Our consent. We may, without Your consent, assign, novate or otherwise transfer all or any part of Our rights and obligations under this agreement provided such assignment, novation or transfer does not materially adversely affect Your rights or obligations under this agreement.
104. If a provision of these Terms and Conditions is invalid or unenforceable in a jurisdiction, it is to be varied to the extent necessary to render the provision no longer invalid or unenforceable or is if necessary omitted, and that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.
105. A single or partial exercise of a right by Us does not preclude another exercise of another right. Failure by Us to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.
106. These Terms and Conditions and Your Everyday Plus account are governed by the laws of New South Wales. You agree to submit to the non-exclusive jurisdiction of the courts exercising jurisdiction in New South Wales.
107. The singular includes the plural and vice versa.
108. A reference to a person includes a corporation and vice versa.
109. 'Including' and similar expressions are not words of limitation.

The relationship between banker and customer

110. 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.
111. You should be aware that the specific Terms and Conditions applying to our Banking Services may alter these implied terms and may add new or additional terms.

Terms implied into the contract between banker and customer

112. 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 say otherwise:

a. Our duties:

- i. 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.
- ii. 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 impliedly consented or as required by law.
- iii. Financial advice – We must exercise care and skill when providing financial advice to You as part of, or incident to, the Banking Services we offer.
- iv. Conform with Your mandate – due to the debtor/ creditor nature of Your relationship with Us, We are bound to conform strictly with Your mandate which may be issued in the form of a cheque or some other written order. Unless otherwise agreed, We are specifically obligated to repay an amount on demand .
- v. Question of 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. We will do this in circumstances which raise a serious or real possibility that fraud is being committed on the Account.
- vi. 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).
- vii. Appropriating payments into Accounts – We can allocate a payment at our discretion unless You have clearly asked the payments to be used for a special purpose or a particular account

b. Your duties:

- i. Clear instructions – Your instructions on payment of funds must be clear.
- ii. 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.
- iii. Care of methods of accessing Your Account – if You access Your Account electronically, You are likely to have specific obligations relating to the security of any equipment (such as cards) or security codes (such as a PIN).

Annexure A – Direct Debit Request Service.

Agreement

This is Your Direct Debit Request Service Agreement with BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian credit licence No. 244616. It explains what Your obligations are when undertaking a direct debit arrangement with us. It also details what our obligations are to You as Your direct debit provider.

Please keep this agreement for future reference. It forms part of the Terms and Conditions of Your Direct Debit Request and should be read in conjunction with Your Direct Debit Request authorisation.

Definitions

Account means the account held at Your Financial Institution from which We are authorised to arrange for funds to be debited.

Agreement means this Direct Debit Request Service Agreement between You and Us.

Banking Business Day means a day other than a Saturday or a Sunday or a public holiday listed throughout Australia, or bank holiday in Sydney, Australia.

Debit Day means the day that payment by You to Us is due.

Debit Payment means a particular transaction where a debit is made.

Direct Debit Request means the Direct Debit Request between Us and You.

Us or We means BOQ Specialist (the Debit User) You have authorised by requesting a direct debit request.

You means the customer who has signed or authorised by other means the direct debit request.

Your Financial Institution means the financial institution nominated by You on the Direct Debit Request at which the account is maintained.

1. Debiting Your account

- 1.1 By signing a Direct Debit Request or by providing Us with a valid instruction, You have authorised Us to arrange for funds to be debited from Your Account. You should refer to the Direct Debit Request and this agreement for the terms of the arrangement between Us and You.
- 1.2 We will only arrange for funds to be debited from Your Account as authorised in the Direct Debit Request. Subject to clause 5 if We incorrectly debit funds from Your Account or incorrectly make a Debit Payment, in contravention of Your authorisation, We will first attempt to recover the funds. If We are unable

to recover such funds, We will reimburse Your Account with such funds on the condition that:

- a. You provide Us with such reasonable assistance that We may require to recover such funds; and
- b. if You subsequently recover such funds, You must repay Us the amounts that We reimbursed You in accordance with this clause. Aside from this, We limit Our liability to You in the same manner as set out in the Everyday Plus Account Terms and Conditions.
- c. If the Debit Day falls on a day that is not a Banking Business Day, We may direct Your Financial Institution to debit Your Account on the following Banking Business Day. If You are unsure about which day Your Account has or will be debited You should ask Your Financial Institution.
- d. You indemnify Us against any claims, loss, damage or expense that We may suffer or incur in connection with Us acting in accordance with Your Direct Debit Request authorisation.
- e. You may request a change to the drawing frequency by contacting Us and advising of Your requirements no less than 5 business days prior to the next due date of the regular drawing. Note any change does not alter Your responsibility to meet the required payment owing under Your Transaction Account. Where You consider that a drawing has been initiated incorrectly You may take the matter up directly with Us or lodge a direct debit claim through Your Financial Institution.

2. Amendments by Us

We may vary any details of this agreement or a direct debit request at any time. We will notify 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. We can 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.

If the variations have a material adverse impact on You, You may, within fourteen (14) days after the date of Your notice, terminate the agreement or direct request, as the case may be.

If You do not terminate the agreement or direct debit request within the 14 day period, You will be deemed to have agreed to the variation

Note any change does not alter Your responsibility to meet the required payment owing under Your Transaction Account.

3. Amendments by You

You may change, stop or defer a debit payment, or terminate this agreement by providing us with at least 7 days notification by writing to:

BOQ Specialist Client Service Centre
Level 15, 255 George Street,
Sydney, NSW 2000; or

by telephoning Us on 1300 160 160 during business hours; or arranging it through Your Financial Institution, which is required to act promptly on Your Instructions. Note in relation to the above reference to 'change', Your Financial Institution may 'change' Your debit payment only to the extent of advising Us of Your new Account details. Changes do not alter Your responsibility to meet the required payment owing under Your Transaction Account.

You may vary the Designated Account to be debited pursuant to a Direct Debit Request by providing instructions in writing in any way We notify You.

We will effect the variation within 14 days of receiving instructions from You.

4. Your obligations

- 4.1 It is Your responsibility to ensure that there are sufficient clear funds available in Your Account to allow a Debit Payment to be made in accordance with the Direct Debit Request.
- 4.2 If there are insufficient clear funds in Your account to meet a Debit Payment:
 - a. You may be charged a fee and/or interest by Your Financial Institution;
 - b. You may also incur fees or charges imposed or incurred by Us; and
 - c. 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.

- 4.3 You should check Your account statement to verify that the amounts debited from Your account are correct.

5. Dispute

- 5.1 If You believe that there has been an error in debiting Your Account, You should notify Us directly on 1300 160 160 and confirm that notice in writing with Us as soon as possible so that we can resolve Your query more quickly. Alternatively You can take it up directly with Your Financial Institution.
- 5.2 If We conclude as a result of Our investigations that Your Account has been incorrectly debited We will respond to Your query by arranging for Your Financial Institution to adjust Your Account (including interest and charges) accordingly.
- 5.3 We will also notify You in writing of the amount by which Your Account has been adjusted.
- 5.4 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 in writing.

6. Accounts

You should check:

- a. with Your Financial Institution whether direct debiting is available from Your Account as direct debiting through the Bulk Electronic Clearing System is not available on all accounts offered by financial institutions;
- b. Your account details which You have provided Us are correct by checking them against a recent Account statement from Your Financial Institution; and with Your Financial Institution before completing the Direct Debit Request if You have any queries about how to complete the Direct Debit Request.

7. Confidentiality

- 7.1 We will keep any information (including Your Account details) in Your direct debit 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.

- 7.2 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); and
 - c. if required by Your Financial Institution (or Our sponsor into the Bulk Electronic Clearing System) to be provided in connection with a claim made on it relating to an alleged incorrect or wrongful debit.

8. Notification

- 8.1 If You wish to notify Us in writing about anything relating to this agreement, You should write to:

BOQ Specialist Client Service Centre
Level 15, 255 George Street,
Sydney, NSW 2000.

Or by email at
client.service@boqspecialist.com.au

Or telephone on 1300 160 160.

- 8.2 We will notify You by sending a notice in the ordinary post to the address You have given Us in the Direct Debit Request.
- 8.3 Any notice will be deemed to have been received on the third banking day after posting.

Annexure B – Fees and Charges.

Products and services are provided by BOQ Specialist - a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian credit licence No. 244616 (“**BOQ Specialist**”).

The below fees and charges are current as at the date of this document and may change in accordance with the terms of each product. To the extent that there are inconsistencies between the Fee Schedule and each product Terms and Conditions, then the product Terms and Conditions prevail. Information on current standard fees and charges is available on request.

Everyday Plus Account Fee Schedule

	Everyday Plus Account
Account keeping Fee	Nil
Direct Debit Fee	Nil
Transaction Fee (overnight)	Nil
Transaction Fee (international)	AUD \$30
Transaction Fee Real Time Gross Settlement (RTGS) - which is a same day payment request	AUD \$30
Bank Cheque Fee	AUD \$10
Trace Fee	AUD \$20
Duplicate and Interim Statement Fee	AUD \$5
Online Banking Security credential	Nil
Replacement of Online Banking security credential	AUD \$50
Bank Audit Certificate	AUD \$30

Debit Card Fee Schedule

Fee	Description of Fee	Amount
Domestic ATM transactions per activity	You will not be charged a fee to withdraw cash or check your account balance at BOQ ATMs within Australia, however, the ATM owner may charge a fee which should be displayed on the screen before proceeding with the withdrawal or balance enquiry.	Free ATM transactions at all BOQ ATMs.
Foreign ATM Fee	Charged for each transaction at an ATM outside Australia	\$5
Express card delivery	Priority handling cost for replacement card	\$40
Express PIN delivery	Priority handling cost for physical replacement PIN	\$30
GCAS emergency card replacement Fee	Payable and deducted from your card account on issuance of a replacement card outside Australia	USD\$175
Voucher retrieval Fee	Payable for each voucher retrieval you request us to obtain from a relevant merchant	\$10
Foreign Currency conversion Fee	Payable when you make a transaction on your card account in a currency other than Australian Dollars, or you make a transaction on your card account in any currency (including AUD) that is processed by the card scheme or billed by the merchant outside Australia. 1.0% of the total amount of each such transaction is payable to Visa as a currency conversion fee and the remaining 1.95% of the total amount of each such transaction is an administration fee payable to us.	2.95% of the total value amount of each such transaction

Client service centre.

T 1300 160 160

boqspecialist.com.au

GPO Box 2539
Sydney NSW 2001
Australia