

BOQ Money Terms and Conditions

These terms and conditions ("Terms") apply to BOQ Money.

BOQ Money

BOQ Money allows you to easily find out what you are spending money on and to establish spending targets. You can also view history and trends, create fictional spending and income scenarios to see how your future savings may look, and compare personal spending against other BOQ Money users using your Internet Banking data from your BOQ accounts and your accounts held with third parties that can be accessed via the internet.

A service provider provides BOQ with the technology and other services required to deliver BOQ Money. The service provider is a third party beneficiary under these Terms with all the rights, benefits and protections as if it were a party to these Terms and a reference to BOQ in these Terms shall (for the purpose of the service provider receiving the full benefit of such rights, benefits and protections) also be deemed to be a reference to the service provider.

BOQ reserves the right to vary the functionality of BOQ Money at any time. You agree that we will not be liable to you or any third party for any variation of the functionality of BOQ Money.

Access Rights

Existing BOQ Internet Banking customers will be able to access BOQ Money using their Customer Access Number and Personal Access Code.

BOQ reserves the right to cancel, suspend and/or modify your access to BOQ Money at any time and without prior notice.

Trial Period

Access to BOQ Money is provided to you as part of a trial period. Accordingly, there may be times when BOQ Money is not available, and whilst we will endeavour to give you prior notice (including by notice on our website), the trial may be concluded without notice. You agree that BOQ will not be liable to you or any third party for any cancellation, suspension or modification of BOQ Money.

Agreements and representations

When you use BOQ Money you:

- Represent that all information you provide to BOQ and its service provider in connection with BOQ Money is accurate, current and complete, and that you have the right to provide such information to BOQ and its service provider for the purpose of operating BOQ Money;
- Agree to not misrepresent your identity or your account information;
- Agree that any information and material downloaded or otherwise obtained through the use of BOQ Money is done at your own discretion and risk;
- Represent that you are the legal owner of data that you upload to BOQ Money;
- Acknowledge that the results of calculators and forecasts from BOQ Money are indicative only;
- Agree to your personal information (for example your name, account number, uploaded transaction details) being stored off-shore.

Personal Access Code / Password

There are things you can do to protect your Personal Access Code (PAC) or Password

- Your PAC or Password is just like the PIN you use with your account access card. It should always remain confidential. Never reveal this code to anyone. Also, you should never write your PAC or Password down anywhere.
- Avoid choosing PACs or Passwords that contain words that can be found in a dictionary of any kind - this will make it harder for anyone to guess your Personal Access Code or Password.
- Do not choose a PAC or Password that is based on your date of birth or an alphabetical code that is a recognisable part of your name.
- Change your PAC or Password regularly - once a month is ideal. After you've changed your PAC or Password try to use it again on the same day. This will help you remember the new code.
- When you select a new PAC or Password, don't choose one that is similar to your old PAC or Password. For example, if you chose 'tbm1976\$' for your first PAC or Password, it would not be a good idea to simply add 'one' to the number - e.g. 'tbm1977\$'. It is best to start over and choose new letters, numbers and special characters.

BOQ accepts no liability

Except to the extent prohibited by law, regulation or code of practice or conduct (including the Electronic Funds Transfer Code of Conduct or the Code of Banking Practice), you agree to protect and fully compensate BOQ and its service provider from any and all third party claims, liability, damages, expenses and costs (including, but not limited to, indirect, incidental, consequential loss and damage) caused by or arising from your use or the inability to use BOQ Money; your violation of these Terms; unauthorised access to or alteration of your transmissions or data; your infringement, or infringement by any other user of your account, of any intellectual property or other right of anyone.

Technical or other difficulties may result in lost time, damage to or loss of data, personalised settings or other interruptions to BOQ Money. Except to the extent prohibited by law, regulation or code of practice or conduct (including the Electronic Funds Transfer Code of Conduct and the Code of Banking Practice), BOQ is not liable for the timeliness, accuracy, deletion, mis-delivery or failure to store any data, communications or personalised settings.

To the maximum extent permitted by law, BOQ disclaims all liability and all warranties of any kind relating to the use or inability to use BOQ Money, whether express or implied, including but not limited to defects, errors and omissions and the implied warranties of merchantability, fitness for a particular purpose or non-infringement.

Privacy Notification and Consent

BOQ is committed to respecting the privacy of your personal information.

We collect your personal information so that we can establish and administer your access to BOQ Money, provide services to you, perform administrative functions, conduct customer satisfaction research, improve our products and develop new products and so that we and our related companies and corporate partners can tell you about other products and services you may be interested in. Some of this information may be collected from third parties, for example where you use this service in connection with accounts held at other financial institutions.

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

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

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

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

BOQ (or the service provider) may also use and disclose to third parties for marketing purposes or otherwise, aggregated information obtained in connection with BOQ Money. Aggregated information may contain non-personal account information or data, but it does not contain personal information that could be used to identify you.

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

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

- telephone on 1300 55 72 72
- email at privacy@boq.com.au
- post at
Bank of Queensland,
GPO Box 898,
Brisbane, QLD 4001.

Consent

By accepting these Terms, you consent to us,

1. collecting, using and disclosing information about you in the manner described above; and
2. (unless you opt out) using your personal information to identify and provide you with information (including, where permitted by law, by mail, telephone or electronically) about products and services you may be interested in.

Enquiries

There are a number of ways to contact us:

1. Contact your local branch manager. Our managers are always willing to listen to your suggestions about our products and services and they will do their best to address any concerns immediately.
2. Our Customer Contact Centre can be contacted on 1300 55 72 72 from 7.00 a.m. to 7.00 p.m. (AEST), 7 days per week.
3. Contact our Customer Relations Department via:

Email: customer.relations@boq.com.au
Telephone: (07) 3212 3206
Fax: (07) 3212 3286
Mail: Customer Relations
Reply Paid 2258
Brisbane QLD 4001

Problems

If we cannot solve your problem on the spot, we will let you know within 48 hours who is handling your complaint and how long it is likely to take for it to be resolved.

We aim to resolve all complaints within 5 business days. If this is not possible we will keep you informed on our progress. If your complaint cannot be resolved promptly, BOQ Customer Relations Department will take responsibility and work with you to resolve the matter.

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

Financial Ombudsman Service Limited (FOS Australia)
GPO Box 3
Melbourne VIC 3001
Telephone: 1800 367 287
Fax: (03) 9613 6399
Internet: www.fos.org.au

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

For further information on solving problems and disputes please ask at any branch for our "We would like to know" brochure.

In these Terms "BOQ" or "we" means Bank of Queensland Limited.