

Use this form to register with MFM Online. If you hold more than one Macquarie account, the same Macquarie Access Code will apply to all accounts.

# MFM Online - Macquarie Managed Investments

## Registration form



It is compulsory to complete all fields marked with \*.

**1** Your personal details

\* What is your name? (Please use BLOCK letters)  \* Date of birth  /  /

\* What is your address? (Your Macquarie Access Code will be mailed to this address)

Postcode

\* Contact number(s)

(  )  (  )

\* What is your email address?

**2** Macquarie Access Code

Do you have an existing Macquarie Access Code:

Yes Macquarie Access Code            No

If you supply an existing Macquarie Access Code with an application for a new account, your new account number will be added once it has been established. Macquarie Access Codes are issued for individual account holders. If you have a joint account and would both like access to MFM Online, you will need to complete individual registration forms and we will then issue each of you with your own Macquarie Access code.

**3** Declaration

Please provide details of other accounts for which you are a signatory and would like access, and then sign below. You will also require the signature of any joint signatory for each account. I have read, understood, and agree to be bound by the terms and conditions.

a) What is your account number?

What is your Macquarie account name?

b) What is your account number?

What is your Macquarie account name?

c) What is your account number?

What is your Macquarie account name?

Signature (one only)  Signature (one only)

U/J/E

# Terms and Conditions

## 1. Definitions

In these terms and conditions:

- 1.1 "Business Day" means any day on which banks in Sydney are able to settle through the Reserve Bank of Australia.
- 1.2 "Code" or "codes" means the Macquarie Access Code, user identifications, passwords, Personal Identification Numbers (PINs) and any other security codes or devices necessary to access our MFM Online.
- 1.3 "Payment" means a payment of any type including by funds transfer or by any other method.
- 1.4 "We", "us" or "our" refers to Macquarie Bank Ltd, Macquarie Investment Management Limited, and each other member of the Macquarie Bank Group, their employees and agents.
- 1.5 "You" means you the client and/or any person carrying out any transaction on your behalf. For example, a person you have given third party access to.

## 2.1 General terms for MFM Online

2.1.1 We provide a secure internet service which enable you to access information about your account and make payments to other accounts. Throughout these terms this service is referred to as MFM Online.

2.1.2 You accept these conditions of use each time MFM Online is used in conjunction with your codes.

2.1.3 You agree:

- (a) to use MFM Online only if permitted by us for legitimate purposes;
- (b) not to interfere with or damage (or attempt to interfere or damage) any code, data or software associated with MFM Online;
- (c) anything associated with or available through MFM Online belongs to us or other third persons and is protected by intellectual property rights and you agree not to access, download or otherwise use such things other than as expressly permitted by these conditions of use. You accept full responsibility and you indemnify us for any expense, loss or liability incurred as a result of any unauthorised use by you of such things;
- (d) to keep confidential and secure any information or data obtained at any time by using MFM Online; and
- (e) to keep each code secure.

2.1.4 We will be entitled to assume that any user has your authority each time MFM Online is used in conjunction with your codes, except for any use occurring after you have given us notice to the contrary.

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

2.1.6 Subject to conditions and warranties implied by legislation, we exclude:

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

2.1.7 We:

- (a) will use all reasonable efforts to provide (but do not guarantee we will provide) access to MFM Online at all reasonable times;
- (b) reserve the right to suspend or terminate use of MFM Online at any time and for any reason.

2.1.8 You may end use of this service at any time by giving us written notice or request us to cancel the authority of an authorised user to access your account(s) using the service at any time. We may require written confirmation of this request.

2.2 Payments through MFM Online.

2.2.1 We will confirm the receipt of instructions to transact (although not the transaction itself) on receipt of instructions.

2.2.2 You should check your account records carefully and promptly report to us as soon as you become aware of any payments that you think are errors or are payments that you did not authorise or you think were made by someone else without your permission (see clause 3 for liability for unauthorised payments).

2.2.3 You must also notify us promptly if you become aware that you have made a mistake or you become aware of any delays or mistakes in processing your transactions.

2.2.4 You must be careful to ensure that you tell us the correct amount you wish to pay to the correct recipient. If you instruct us to make a payment and you later discover that:

- (a) the amount you told us to pay was greater than the amount you needed to pay, you must contact the recipient to obtain a refund of the excess;

(b) the amount you told us to pay was less than the amount you needed to pay, you can make another payment for the difference between the amount actually paid to the recipient and the amount you needed to pay.

2.2.5 We will be entitled to abide by any transaction undertaken via MFM Online in conjunction with your codes whether or not the user is authorised, subject only to sufficiency of funds and other terms agreed between you and us.

2.2.6 You cannot stop an immediate payment once you have instructed us to make that payment. You can stop or make changes to a future transfer provided that you give us no less than one Business Days notice.

2.2.7 We will not be obliged to effect a payment if:

- (a) it is not made in accordance with these conditions of use;
- (b) the information given to us is incomplete and /or inaccurate;
- (c) we are restricted or prohibited by law, regulation, industry code, or the requirement of a government or similar authority from permitting the payment to occur.

2.2.8 We are not obliged to process your instructions under these conditions;

- (a) the instructions are not accepted by our system;
- (b) there is a technical failure outside our system which causes a delay in the transmission or acceptance of the instructions; or
- (c) The financial institution to which the payment is made causes a delay or error in accepting it.

2.2.9 A delay may occur in the processing of a payment. We will use reasonable endeavours to correct such delay. While it is expected that any delay in processing under this agreement for any reason set out in 2.2.7 and 2.2.8 will not continue for more than one Business Day, any such delay may continue for a longer period.

2.2.10 A delay might occur in the processing of a payment where:

- (a) there is a public or bank holiday on the day after you tell us to make a payment;
- (b) You tell us to make a payment either on a day which is not a Business Day or after the payment cutoff time on a Business Day;

2.2.11 There could be technical or other reasons why a future dated payment will not be made in accordance with your request. In the event that this happens, except where this is caused by a failure of our system or equipment we will not be liable for any loss or damage suffered as a result.

2.2.12 We are not liable for any consequential loss or damage you suffer as a result of using MFM Online to make payments, other than due to any loss or damage you suffer due to our negligence, a malfunction of our system or equipment or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent. Where you suffer loss or damage as a result of malfunction of our system or equipment, and you should have been aware of the malfunction, our liability is limited to correcting errors in the account and refunding any resulting fees and charges.

2.2.13 We will not process any payments scheduled to be made while your right to participate in MFM Online is suspended.

2.3 Liability for unauthorised transactions.

An unauthorised transaction is a transaction which is not authorised by you or is executed without your knowledge or consent. If you find an unauthorised transaction, you suspect that any person has gained access to your codes or is using your codes without your authorisation or your codes are lost or stolen, contact us immediately.

2.3.1 You will not be liable for any unauthorised transaction where:

- (a) there was fraudulent or negligent conduct by our employees or agents, or companies involved in the networking arrangements or merchants who are linked to the system;
- (b) a forged, faulty, expired or cancelled code was used or the transaction took place before you received the code;
- (c) the transaction has been incorrectly debited more than once to the same account or the transaction took place after you told us that there had been a security breach on your code;
- (d) we expressly authorised the conduct that contributed to the unauthorised transaction; or
- (e) where it is clear you have not contributed to the loss resulting from the unauthorised transaction.

2.3.2 If you are unable to report the loss, theft or unauthorised use of a code due to our notification facilities being unavailable, you are not liable for any losses occurring during that period provided that notification is made to us within a reasonable time of the facility becoming available.

2.3.3 You will be liable for losses resulting from unauthorised transactions where we can prove that you contributed to the loss by acting fraudulently, not keeping your code secure or secret or unreasonably delaying notifying us after becoming aware of the misuse, loss, theft or breach of security of your code.