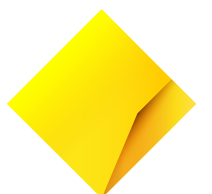


# Accelerator Cash Account

Terms and Conditions

Issued 1 May 2023



**Issued by:** Commonwealth Bank of Australia ABN 48 123 123 124 Australian Financial Services Licence Number 234945.  
Commonwealth Bank Place South, Level 1, 11 Harbour Street, Sydney, NSW 2000.

Accelerator Cash Account is a product of the Commonwealth Bank of Australia ABN 48 123 123 124 AFSL 234945 ('Bank') and is administered by Commonwealth Securities Limited ('CommSec') ABN 60 067 254 399 AFSL 238814. CommSec is a market participant of ASX Limited & Cboe Australia Pty Ltd, a clearing participant of ASX Clear Pty Limited and a settlement participant of ASX Settlement Pty Limited. CommSec is a wholly owned but non-guaranteed subsidiary of the Bank.

If you have any enquiries about this product, please call us on **13 2221**. If you have a complaint, our dispute resolution process can be accessed by calling **1800 805 605**.

As the information in this document has been prepared without considering your objectives, financial situation or needs, you should, before acting on the information, consider its appropriateness to your circumstances.

The information in this document is subject to change from time to time and is up to date at the date of issue.

If you have any questions on the Financial Claims Scheme, terms and conditions or fees and charges ask our staff or call us on 13 2221.

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# Accelerator Cash Account Terms and Conditions






## 1. About these terms and conditions

These Terms and Conditions govern the Bank's Accelerator Cash Account. They do not include terms and conditions that may apply by operation of law, under for example, the Corporations Act 2001.

You should read these Terms and Conditions carefully before lodging funds in an Accelerator Cash Account, and keep them for your future reference. You will then know what to expect from us and what we expect from you before becoming bound by the Terms and Conditions. You can ask us questions about any of the Terms and Conditions that you do not understand, and so avoid misunderstandings.

### Other terms and conditions

You'll also need to read these other documents if you wish to use NetBank, the CommBank app or services set out below; or you want to know your current interest rates. These documents are available at [commbank.com.au](http://commbank.com.au) or from your local CommBank branch except where stated otherwise.

	Read	Covers
	<i>Electronic Banking Terms and Conditions</i>	These apply whenever you access your account electronically, including but not limited to, through Telephone Banking, NetBank, ATMs, EFTPOS, or BPAY.
	CommBank app Terms and Conditions	These apply when you use the CommBank app for mobile banking. The Commbank app terms and conditions are available when you download the app.
	Accelerator Cash Account Interest Rates brochure	Our current interest rates (this document forms part of the terms and conditions that apply to your account).
	Standard Fees and Charges for International Payments and Travel Funds	Fees that apply for travellers cheques, foreign currency and sending money overseas.
	Common Banking Services: Standard Fees and Charges	Fees that apply for special banking services such as bank cheques.

Want more information about our accounts? Information on our current standard fees, charges and any interest rates is available on request. Come into branch, visit [commbank.com.au](http://commbank.com.au) or call us on **13 2221**.

The Banking Code of Practice sets out the standards of practice and service in the Australian banking industry. The relevant provisions of the Banking Code of Practice apply to this Accelerator Cash Account.

A copy of the Banking Code of Practice is available at [commbank.com.au](http://commbank.com.au) or any branch of the Bank.

When you carry out an electronic transaction (for example a purchase transaction or transaction using online, mobile or telephone banking) we comply with ASIC's ePayments Code.

The Accelerator Cash Account is a product of the Commonwealth Bank of Australia.

Clause numbers referred to in these Accelerator Cash Account Terms and Conditions are references to the relevant clause in these Accelerator Cash Account Terms and Conditions unless otherwise stated.

## 2. Definitions

**"account"** means an Accelerator Cash Account.

**"Available funds"** means the funds that you have in your account that are presently available for you to use, which takes into account your pending transactions and overdraft limits.

**the "Bank"; "our"; "us"; "we"** means the Commonwealth Bank of Australia ABN 48 123 123 124.

**"Bpay<sup>®</sup>"** means an electronic payment system registered to BPAY Pty Limited ABN 69 079 137 518.

**"business day"** means a day that is not

a Saturday or Sunday or a public holiday, special holiday or bank holiday in the place in which any relevant act is to be done or may be done.

**"financial institution"** refers to an entity that is in the business of operating and/or providing financial services for a third party. This includes but is not limited to: Authorised Deposit-taking Institutions (ADIs); Banks/Building societies/Credit unions, Non-ADI Financial Institutions; Merchant banks/Finance companies/Securitisers, Insurers and Funds Managers; Life insurance companies/General insurance companies/Superannuation and approved deposit funds (excluding SMSFs); Wealth management entities/financial planning services/public unit trust/cash management trusts/common funds/friendly societies.

**"Guarantee"** means any Guarantee executed by you to secure to us the obligations of you or any other party.

**"Hold Amount"** means the minimum amount of the account nominated by you as the Hold Amount in the application form for your account or such other amount as agreed from time to time as the Hold Amount.

**"Loan Agreement"** means any agreement under which we have provided, or agreed to provide, credit to you.

**"non-household"** refers to an entity that is not a financial institution or retail entity as defined by the Accelerator Cash Account terms and conditions.

**"PayID"** is an identifier you can register to receive payments, by linking your bank account to a memorable piece of information, such as your phone number, email address, ABN, ACN or Organisation ID. PayID is also the name of the service

that enables direct payment through this identifier so you can send payments to a PayID without the need to remember BSB and account numbers.

**“Proscribed Person”** means a person who appears to us either:

- (a) to be a Proscribed Person or entity under the Charter of the United Nations Act 1945 (Cth);
- (b) to be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;
- (c) to appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or
- (d) act on behalf, or for the benefit of, a person listed in subclauses (a) – (c).

**“retail”** refers to an entity that is an individual, joint individual, self-managed super fund (SMSF), individual informal trust arrangement or family trust (that does not meet the financial institution definition as defined by the Accelerator Cash Account Terms and Conditions).

**“you”; “your”** means the person or persons or entity in whose name the Accelerator Cash Account is held.

### 3. Opening of accounts

- In opening an account, you agree to these terms and conditions.
- You must be 18 years of age or over to open the account.
- Opening an account is conditional upon you providing the Bank with the necessary identification information it requires;

and the Bank carrying out any necessary verification check(s).

### 4. If you conduct an account jointly with another person

- Unless otherwise agreed with the Bank:
  - each of you may operate the account independently of the other;
  - the Bank may accept for the credit of the account any cheque or other negotiated instrument payable to any one or more of you; and
  - If a joint account owner passes away, the account belongs to the other account owner(s).
- If you have a joint account and you instruct us that the account is to be operated in a certain way (e.g. you instruct us that any one of the joint account owners may operate alone), then we will not be liable for acting in good faith and without negligence in accordance with those instructions.
- If the Bank permits an overdraw, each of you will be liable to the Bank jointly and severally.
- If you are joint account owners, you can let us know your preferred method of operation, that is, whether authorisation from only one (sole operation) or all (joint operation) joint account owner(s) or in the case of non-personal accounts, (for example, corporate or Self-Managed Super Fund accounts) one or all account signatories, is required before we can act on an instruction (for example, withdraw or transfer money, appoint an authorised operator, change your daily withdrawal

limit, set up or cancel debits or close the account).

- If you don't let us know your preferred method of operation, we will require authorisation from more than one account holder or account signatory to act on an instruction - that is, joint operation applies.
- The method of operation that you instruct us to apply is subject to the following exceptions:
  - (a) Any joint account holder (or authorised signatory) acting on their own will always be permitted to:
    - change the account from sole to joint operation.
    - change the method of delivery for account statements and notices - for example, from paper to electronic or electronic to paper.
    - change the account address. The account address is the address you nominate, when you open your account, as the address to which you want us to deliver your account statements and notices.
    - place a stop on the account, for example in case of a dispute between account owners.
  - (b) Authorisation from all account holders (or authorised signatories in the case of a non-personal account) is required before we will change your method of operation from joint to sole operation.
  - (c) Even if your method of operation is sole operation, we will never permit an account signatory (in the case of a non-personal account) to appoint or remove another account signatory. Account signatories can only be

appointed or removed by the account holder(s).

- A signatory may register and maintain a PayID for your account, including locking or closing a PayID or initiating a PayID transfer to another account in accordance with the specified method of operation and the PayID Terms and Conditions. For this purpose, you agree that the signatory may use your name, account name, telephone number and email address. You also agree that we may use, store or share this information with the PayID service for others to access when facilitating payments or registering PayID's and for reasonable secondary purposes including transaction tracing and investigations. A copy of the PayID terms and conditions is available at <http://commbank.com.au/payid>.

## 5. Trust accounts

- Unless the account is designated as a trust account, when you lodge a deposit in your name(s), you verify that the funds deposited are not impressed with a trust nor lodged in a trustee capacity.

## 6. Right of set-off

(This clause applies if you offer the account as security for any Loan Agreement or Guarantee given by you).

You agree to offer the account as security for the Loan Agreement or the Guarantee given by you by nominating a Hold Amount in the application form for the account (signed by you) or by substituting it with such other amount as agreed from time to time as the Hold Amount.

In consideration of the Bank granting the credit to you under the Loan Agreement or to the borrower named in the Guarantee, you agree with the Bank that notwithstanding the terms of any other arrangement, agreement or security, present or future:

- as long as any moneys remain or become owing or payable to the Bank by you under the Loan Agreement or by the guarantor named in the Guarantee (all of which moneys are hereinafter called the Money Owing):

- (a) you must keep the minimum balance of the account at the Hold Amount and agree that you cannot withdraw funds from the account below the Hold Amount;
- (b) the Bank shall be under no obligation to repay any moneys now or hereafter standing to the credit of the account up to the Hold Amount;
- (c) your interest at any time in the account is limited to the difference (if any), in your favour, between the Hold Amount of the account and the Money Owing at that time;
- (d) the Bank may, without prior notice to you, prepay and apply the whole or any part of the moneys standing to the credit of the account (and any interest accrued thereon) in or towards payment of any Money Owing or any part thereof. If you are a guarantor and have not complied with a demand for payment under your Guarantee, the Bank can apply any such monies up to the maximum of your liability; and
- (e) if you are a company, immediately before the appointment of an administrator to you, the whole of

moneys standing to the credit of the account (and any interest accrued thereon) up to the Hold Amount will be applied automatically in or towards payment of the Money Owing.

- This clause 6, shall not be considered as wholly or partially satisfied by payment by you at any time hereafter of any of the Money Owing or by any settlement of account or by the granting to you by the Bank of any time or other indulgence or by any other matter or thing whatsoever.
- You acknowledge that your right, title and interest in and to the moneys standing to the credit of the account, any interest accrued thereon from time to time and any other rights associated with the account up to the Hold Amount are incapable of assignment, whether at law or in equity, and you will not attempt to assign the same.
- When you or the borrower named in the Guarantee comprise two or more persons or bodies corporate, a reference in this clause to “you” or “the borrower in the Guarantee” means such persons and bodies corporate and any one or more of them. In this clause the term Money Owing does not comprise or include any moneys owing or payable or which may become owing or payable to the Bank by you or by the borrower named in the Guarantee on any account to which the Consumer Credit Code applies.

## 7. Business account password

When you apply for a business account password (Password) to be linked to all



existing accounts and each account in your name:

- You acknowledge that use of the Password cannot be limited to only some of your account/s.
- The Password may be used to instruct the Bank to:
  - Obtain account information (including account statements);
  - Update particulars of your account/s; and
  - Stop cheques drawn on your account/s.
- The Password may be cancelled or changed by the Account Holder.
- Any instructions given by a person using the Password in accordance with any account operating authority will be relied on by the Bank. It will not be liable for any loss or damage you, or anyone else, suffers where the Bank acts on those instructions in good faith, unless it is proved that the Bank was negligent. Where the Bank agrees to supply services to you as a consumer, as defined in the Australian Securities and Investments Commission Act 2001 ('the Act'), then the Bank's liability will be determined in accordance with the Act. However, to the extent permitted by the Act, any such liability of the Bank is limited to the cost of supplying services again.

## 8. Deposits

- After the initial deposit, you may make deposits at any branch of the Bank. For over the counter cash deposits and cash transactions, you may be required to be identified at our CommBank branches before the deposit or transaction will be

accepted. You may also deposit through most of the Bank's automatic teller machines (not coins).

- You may transfer funds into your account from your other Commonwealth Bank accounts using the Bank's Phone Banking service and Internet banking service. There are limits on the amounts that can be transferred per customer per day. Refer to the Electronic Banking Terms and Conditions document for details.
- You may arrange to have your salary, or any other regular payment made direct to your account by direct credit or periodical payment.

## 9. Withdrawals and payments

- This clause 9 is subject to clause 10 of these Terms and Conditions.
- Proceeds of cheques and other payment instruments, or funds transferred by direct debit, whilst credited to your account, are subject to clearance. If the Bank allows you to access the proceeds before clearance is effected, you must repay that money if the cheque, payment instrument or direct debit is dishonoured. In other cases, the money in your account is available on demand.
- Any cheques drawn on or deposited to your account, or bank cheque or other document deposited to your account or delivered to us in connection with a transaction on your account, becomes our property when we have presented the cheque for payment (even if it is dishonoured) or when the transaction is otherwise complete.

- For security reasons we may place a hold on funds transferred to or from your account through NetBank or the CommBank app. The hold may apply:
  - For 24 hours;
  - In some circumstances, where the transaction takes place after 7:30pm (Sydney/Melbourne time), until the second following day; or
  - For as long as we reasonably need to investigate the transaction.
- Withdrawals can be made at any branch of the Bank.
- There are limits on the amount of cash you are able to withdraw using your card at an ATM or at an in store EFTPOS terminal. The daily limit is the total amount you are able to withdraw from all accounts linked to your card. Your daily limit depends on when you received your card and what type of card you hold. Refer to the Electronic Banking Terms and Conditions for details of these limits.
- You can change your card limit at anytime. If you ask for a higher limit, your liability for unauthorised transactions may increase.
- There are also withdrawal limits for online and mobile banking. See the Electronic Banking Terms and Conditions and the Commbank app Terms and Conditions for details.
- You may transfer funds using the Bank's telephone banking service and Internet banking service. There are limits on the amounts that can be transferred per customer per day. Refer to the Electronic Banking Terms and Conditions document for details.
- Merchants, Bpay® billers and other financial institutions may impose additional restrictions.
- You may arrange to have regular payment of bills and loan repayments made direct from your account by direct debit or periodical payment.
- A direct debit authority may be cancelled or altered by you at any time by notice in writing (signed by you) to the Bank. The Bank will accept and promptly process any such notice. The Bank may ask that you also contact the debit user. You may cancel a periodical payment authority at any time by notice in writing (signed by you) to the Bank. The Bank may cancel or stop any direct debit or periodical payment authority when payment arrangements no longer comply with the terms of the account authority signed by you.
- The Bank will also accept and promptly process any complaint from you that a direct debit or periodical payment transaction was unauthorised or irregular. In the case of a direct debit transaction, again, the Bank may suggest that you also contact the debit user.
- If the Bank has a right of set-off under the terms of any Loan Agreement or Guarantee, so that the account secures your liability to the Bank (whether as a debtor or guarantor), the Bank may refuse to allow withdrawals from the account until that liability is discharged.
- If you make a mistake (for example, you type in the wrong recipient details), let us know straight away and we'll attempt to recover the money on your behalf using the processes set out in the Electronic

Banking Terms and Conditions. If we are reasonably satisfied that funds have been paid into your account due to another party's mistake and there are sufficient credit funds in your account, we may debit your account with the amount of the mistaken payment and return it to the other party without giving you notice. In some instances we may prevent you from withdrawing the amount claimed to be a mistake while we investigate.

## 10. Refusal of service

Despite any other right in these Term and Conditions, in the event that you or a signatory appears to be a Proscribed Person, then we may immediately refuse to process or complete any transaction or dealing of yours; suspend the provision of a product or service to you; refuse to allow or to facilitate any of your assets held by us to be used or dealt with; refuse to make any asset available to you to any other Proscribed Person or entity; or terminate these arrangements with you. We will be under no liability to you if we do any or all of these things. Our rights under this clause are in addition to all other rights we may have.

If we exercise our rights under this clause you must pay us any damages, losses, costs or expenses that we incur in relation to any action taken under this clause, including without limitation our refusal of service under this clause, interest adjustments, administrative costs and/or costs of sale or purchase of any transaction or deal put in place for the purposes of meeting our obligations under these Terms and Conditions.

## 11. Payment of interest on credit balances

- Interest is calculated on the entire credit balance of your account.
- Interest is calculated daily and is credited to your nominated account monthly on the first calendar day and when the account is closed.
- Rates of interest are variable at the Bank's discretion.
- To obtain the latest interest rates, refer to Accelerator Cash Account Interest Rates brochure available on [commbank.com.au](http://commbank.com.au).

## 12. Cheque facility

- Cheque access means being able to take money out of your account using a cheque from a cheque book issued to you on request and linked to your account, or a cheque obtained by you on request, over the counter in branch.
- You may apply to the Bank for issue of a cheque book to operate your account.<sup>1</sup>
- You must only use the cheque forms supplied by the Bank.
- Stamp Duty (where applicable) is charged to your account when a cheque book is issued.
- Generally, cheques will be cleared in about three days.
- The drawer of a cheque may ask their bank to stop a cheque - we will act on these instructions if the cheque has not

<sup>1</sup> Please note that cheque books are not available to customers with a non-Australian postal address.

already been paid. If you need to stop payment on a cheque you must contact us immediately with the cheque number - a fee may be charged for this service.

- Crossing a cheque - that is, drawing two parallel lines vertically on a cheque - acts as an instruction to a bank to accept the cheque only into a bank account and not to cash it.
- Including the words 'not negotiable' in the crossing helps protect the true owner of the cheque if it is lost or stolen. Including the words 'account payee only' in the cheque serves as a warning to a bank not to accept the deposit of the cheque except to an account of the named payee.
- The deletion of the words 'or bearer' from a cheque directs the bank to pay the cheque only to the payee or in accordance with the written endorsement of the payee.
- To reduce the risk of unauthorised changes to a cheque make sure that you write only in non-erasable pen, complete the cheque carefully and fully, do not sign blank cheques, add appropriate crossings and make sure there are no spaces left before or after the amount.
- Cheques may be dishonoured if they are irregular in some way, including but not limited to, if the cheque is not signed by the drawer or with the drawer's authority, has been altered without authority from the drawer, is older than 15 months (stale) or if the cheque bears a date in the future (post-dated).
- The Bank may at any time withdraw your cheque facility in the event of any improper conduct of the account. The Bank may at its discretion require new

and existing account holders to lodge a minimum opening balance or have a minimum balance before the cheque facility is provided. If you try to make any withdrawal transaction which would cause the balance of the account to be overdrawn, we are not required to honour your cheque or allow the withdrawal transaction (refer Clause 14).

### **Changes to cheque access from 3 June 2023.**

- If a cheque book has not been issued to you on request and linked to your account before 3 June 2023, cheque access to that account won't be available from 3 June 2023.
- From 3 June 2023 replacement cheque books will no longer be issued automatically. To order a replacement cheque book if eligible, please contact us or visit your nearest branch.
- If you have a joint account with cheque access, you can continue to have cheque access until all of the cheques in your cheque book are used. Once you've used all of the cheques in your cheque book, cheque access will no longer be available for that account and you will not be permitted to order a replacement cheque book linked to your joint account, from 3 June 2023.

## **13. Account combination**

- You agree that the Bank may combine or set-off the balance of this account with any other on demand account or with any loan account for which the Bank holds security that you have or may have in the

future with us. The Bank's rights under this Clause do not extend to any account which has a facility which is regulated by the National Credit Code. In such cases, the Bank may still exercise its banker's right of account combination.

- If the Bank elects to combine your accounts it will observe any applicable requirements of the Code of Operation for Centrelink Direct Credit Payments.
- The consequence of your accounts being combined will be that, in effect, one balance remains. If that is a debit balance, you will remain liable to repay that amount to us. We will inform you promptly after exercising our right to combine your accounts.

## 14. Debit balances

- If you make any withdrawal or other payment (e.g. by cheque) or transact on your account by any means which would cause you to exceed the available funds in your account, this is known as overdrawing your account. If you try to make any withdrawal transaction which would cause an overdrawing of your account, we are not required to honour your cheque or allow the withdrawal. However, depending upon what we do in relation to the cheque or withdrawal transaction, we will be entitled to charge fees as described below.
- If we do allow you to overdraw your account:
  - the amount by which your account is overdrawn will be treated as an advance by us to you and you will owe us a debt of that amount;

- you must repay that advance, including interest and fees charged on your account as a result of that advance, immediately, unless we agree with you an arrangement for repayment (within no longer than 62 days);
  - interest on that advance will be calculated daily and charged to your account on the first calendar day of each month and when the account is closed;
  - we apply any payments to your account first in repayment of that advance and any interest charged; and
  - we are entitled to charge an Overdraw Fee (refer to 'Account and Transaction Fees' in this document).
- If we do not allow you to overdraw your account, we are entitled to charge a Dishonour Fee (refer to 'Account and Transaction Fees' for details of this fee) for processing the disallowed withdrawal transaction.

## 15. Statements of account

- The Bank sends you a statement of account each quarter (standard cycle), unless the account is inactive (refer clause 18).
- You may request a statement to be issued at any time by logging onto NetBank, telephoning the Bank on **13 2221** or from any branch of the Bank.
- We provide statements and notices electronically where:
  - you have not told us that you don't want to receive your statements and notices electronically. You can let us know at any time that you don't want to receive your

- statements and notices electronically by updating your preferences on NetBank or calling **13 2221** or;
- these terms and conditions do not otherwise provide that your statements will be provided in another way.
- Where applicable we will give you your statements and notices electronically through:
    - (a) NetBank - We'll let you know the information is there by;
      - Email to an email address you have given us for contacting you
      - SMS message to a mobile telephone number you have given us for contacting you; or
      - Push notification from the CommBank app that the information is available for retrieval by you.
      - To receive your statements electronically, you must give us a current email address and you must register for NetBank. If you don't we may switch your delivery method to paper, and you may incur a paper statement fee.
    - (b) any other means we agree with you.
  - You can change your electronic address at any time on NetBank or by calling us on **13 2221**.
  - We record that you received an electronic statement or notice on the day that our notification enters the first information system outside of CommBank (e.g. the server of your email address).
  - Even if we normally provide electronic notices, we may occasionally send you a paper statement or notice instead (e.g. if we are unable to provide the information electronically)
  - We will give you a paper statement or notice, by sending it by post to the last notified postal address for the account. If the address changes, you must notify us immediately. You can notify us at any time on NetBank or by calling us on **13 2221**.
  - If you have a joint account or are a non-personal entity, we will either send one paper statement or notice by post for all account holders, or send a paper statement or notice by post to each account holder. We will use the address last notified to us as the account postal address.
  - The Bank may charge a fee for duplicate/ additional/ separate (outside standard cycle) statement requests. A schedule of charges for common Bank services is available on request.

## 16. Electronic banking

- Electronic access to your account is governed by the terms and conditions set out in the Electronic Banking Terms and Conditions document. A copy of the Bank's Electronic Banking Terms and Conditions document can be obtained online at [www.commbank.com.au](http://www.commbank.com.au) or from any branch of the bank.







# 17. Fees and charges

## ACCOUNT AND TRANSACTION FEES

<b>Unpaid cheque or debit fee</b>	When we dishonour a cheque or debit presented to us because there is not enough money in your account.	\$5.00
<b>Overdraw Fee</b>	A fee charged when you exceed the available funds in your account or any agreed overdraft limit on a given day. This is charged once per account per day, irrespective of the number of overdrawing transactions that day.	\$15.00
<b>Paper Statement Fee</b>	A fee charged when you ask us to give you an additional statement outside the standard cycle.	\$2.50
<b>Transaction Listing or ad-hoc Paper Statement Fee</b>	Issue of a paper copy of a transaction listing, past statement or ordered statements.	\$2.50

## OTHER CHARGES

- You are liable to pay, and the Bank debits to your account, any charges made by the Bank for services that are ancillary to the operation of your account, such as a fee for purchasing a bank cheque. A schedule of charges for common Bank services is available on request.
- For full details of the Bank's current fees please refer to the documents listed below as set out in section 1 of these terms and conditions, which are available on [commbank.com.au](http://commbank.com.au) or from your local CommBank branch.

		<p>For more information about fees, read:</p> <ul style="list-style-type: none"> <li>Electronic Banking Term and Conditions</li> <li>CommBank app Terms and Conditions</li> <li>Standard Fees and Charges for International Payments and Travel Funds</li> <li>Common Banking Services: Standard Fees and Charges</li> </ul>
		

# 18. Inactive accounts

- An account becomes an inactive account when no customer initiated transactions are made on the account for six (6) consecutive complete calendar months.
- When an account becomes an inactive account, a statement of account will

be sent and, until a customer initiated transaction is made, statements will thereafter be sent half-yearly.

## 19. Government charges

- Whilst you are not required to provide us with your Tax File Number (TFN) or Australian Business Number (ABN) in relation to an account, the Bank is obliged by law to withhold tax from interest where a TFN, TFN exemption or ABN has not been quoted on an Accelerator Cash Account, and where interest is payable to a non-resident.
- The Bank notifies you of the introduction or variation of any Government tax or charge either in writing or by an advertisement in the national media or local media, unless the Government, Government agency or representative body has already publicised the introduction or variation.

## 20. Variation of terms and conditions

The Bank may from time to time vary the terms and conditions to:

- (a) introduce a Bank fee or charge in relation to the operation or maintenance of an account; or
- (b) vary the method by which interest is determined or the frequency with which the interest is credited to the account; or
- (c) change the minimum balance to which an account keeping fee applies; or
- (d) vary the balance ranges within which interest rates apply to the account; or

- (e) increase an existing fee or charge; or
- (f) introduce, remove or adjust a daily transaction limit or other periodical transaction limit.

The Bank gives you thirty (30) days written notice of these variations except where the Bank cannot locate you.

However, we don't have to give you any advance notice if we need to make changes to immediately restore or maintain the security of a system or an individual facility, including the prevention of systemic or individual criminal activity, including fraud.

Without limiting its rights to vary the matters set out above the Bank may from time to time vary any of the terms and conditions of an account.

If the Bank varies the terms and conditions other than those set out above, or varies an interest rate (base rate or margin), the Bank notifies you either in writing or by advertisement in the national or local media, no later than the day on which the variation takes effect.

The Bank notifies you of the introduction or variation of any Government charge either in writing or by advertisement in the national or local media, unless the Government, Government agency or representative body has already publicised the introduction or variation.

If you do not accept a change, you may close your account without fee or charge, although we will deduct any amounts that the Bank is legally obliged to pay to a third party from your account, and any amounts the Bank is entitled to by way of set off or account combination under clause 13 Account Combination.



## 21. Change of name or address

- You are required to notify the Bank promptly of a change to your name, address or any of your other contact details such as mobile and email address.

## 22. Closure of account

### WHEN WE CAN SUSPEND OR CLOSE YOUR ACCOUNT, CANCEL YOUR CARD, PIN, PASSWORD OR DEVICE OR DECIDE NOT TO PROCESS A TRANSACTION

The Bank may close your account at any time by giving you reasonable notice. The Bank may also close your account without notice if:

- Your balance is less than \$10 and you haven't used it for at least three months;
- You don't provide us the ID we ask for;
- You haven't put money in or taken money out of your account for seven years (7) unless you've asked us to treat the account as active or another exemption applies. The Bank will transfer your balance to the Commonwealth Government's unclaimed money fund and you can apply to get this money.

The Bank can also suspend or close your account, cancel your card, PIN, password or device, or not process a transaction without notice, if:

- We think your account is being used fraudulently or in a way that might cause you or us to lose money;
- We believe on reasonable grounds

that you may be a person, acting for or conducting business with a person:

- with whom we are not permitted to deal with by law or a regulatory authority;
- in breach of laws relating to money laundering and terrorism financing;
- We reasonably consider necessary, for example to comply with our financial crimes policies, any laws in Australia or overseas, card scheme rules, manage any risk, or for a transaction, if your instructions are not clear.

If you are travelling to a sanctioned jurisdiction, the Bank may without notice suspend your account and any account access methods while you are in that jurisdiction. Should the Bank reasonably suspect you are residing in a sanctioned jurisdiction, the Bank may without notice close your account or any account access methods. A list of sanctioned jurisdictions may be found at [commbank.com.au/sanctionedcountries](https://commbank.com.au/sanctionedcountries).

Once your account has been closed, you'll still be responsible for any transactions you or a signatory make to that account even after closure. If money is left in your account, we will transfer it to another account in your name or send you a cheque - except where we transfer your money to an unclaimed money fund.

## 23. Customer information and privacy

### WHAT INFORMATION WE COLLECT

We collect information about you (such as your name, address and contact details),

and information about your interactions with us, such as transactions on your account. We may also collect publicly available information about you.

## WHY WE COLLECT YOUR INFORMATION AND WHAT WE USE IT FOR

We collect your information because we are required to identify you in accordance with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and in order to comply with taxation laws, such as the Taxation Administration Act 1953 and the Income Tax Assessment Act 1936. We also collect it to administer our customer relationships and internal processes including risk management and pricing, to meet our obligations in relation to external payment systems and under our arrangements with government agencies, and to identify and tell you about products and services that may interest you (unless you tell us not to).

If you don't want to receive direct marketing messages or want to change your contact preferences, log on to NetBank and click **Message Preferences** or call us on **13 2221**.

If you give us your electronic and telephone details, you agree we may use this to communicate with you electronically, by phone or SMS, including providing updates, reminders and (unless you tell us not to) marketing information.

You must give us accurate and complete information; otherwise you may be breaking the law and we may not be able to provide you with the products and services that you require. If you change your personal details (e.g. address, name or email address) you must tell us straight away.

## WHO WE MAY EXCHANGE YOUR INFORMATION WITH

We may exchange your information with other members of the Group who may use your information for any of the purposes we can.

We may also exchange your information with others outside the Group, for example:

- your representatives, advisers, brokers and agents and their service providers;
- our service providers and those who refer business to us;
- other financial institutions (for example, in relation to a mistaken payment claim), enforcement and government authorities, relevant public registers and payment system operators (for example, BPAY Pty Ltd).

Sometimes it may be necessary to send your information overseas – for example, where we outsource functions overseas, send information to Group members overseas, where we need to complete a transaction on your behalf or where this is required by laws and regulations in Australia or in another country. See our Group Privacy Policy for more information.

## OUR GROUP PRIVACY POLICY

Our Group Privacy Policy is available on our website at [commbank.com.au](http://commbank.com.au) (follow the Privacy Policy link) or upon request from any branch of the Bank and should be read in conjunction with the above. It contains further details about our information collection and handling practices including information about:

- other ways and reasons we may collect, use or exchange your information;
- how you may access and seek correction of the information; and
- how to make a complaint about a breach

of your privacy rights, and our complaint handling procedures.

We encourage you to check our website regularly for any updates to the Policy.

### ADDITIONAL OBLIGATIONS

We may be subject to laws or regulations in Australia or another country that affect your relationship with us. So that we may comply with our obligations under these laws or regulations and as part of Australia's international obligations in relation to combating tax evasion, we may require you to provide additional information. Until you provide us with this information, we may be unable to complete the opening of your account.

For example, if you are the trustee of a trust, you need to tell us if the settlor or any beneficiary of the trust is a tax resident of a country other than Australia. If the settlor or any beneficiary is itself an entity, this requirement applies to all individuals who are an ultimate beneficial owner of that entity.

We may then require you to obtain (and/or provide on their behalf) each individual's name, address, date of birth and tax residency details.

Where you are a trustee, you do not have to give us this information in relation to the settlor if their identity is not known or, if they have no ongoing involvement with the trust and their tax residency is not known. In this case, you confirm that after reasonable enquiry, you have no reason to believe that the settlor is a tax resident in a country outside Australia.

You must keep this information up to date, and notify us promptly of any change.

We may also:

- require you to provide information about you or your product;
- disclose any information we are required to concerning you (including sending your information overseas);
- withhold an amount from a payment to you, and if we do, we will not reimburse you for the amount withheld; and/or
- take such other action as is reasonably required, including, for example, closing your account.

If you need to get in touch with us regarding tax residency information:

From Australia call **1300 077 141** between 9am – 5pm, Monday – Friday (your local state time)

From overseas call +61 2 9283 6096 between 9am – 8pm, Monday – Friday (Sydney/Melbourne Time).

Call charges may apply.

### HOW TO CONTACT US

For privacy-related enquiries, please contact us by calling **13 2221** as we aim to resolve your query or complaint at your first point of contact with us or if you have tried to resolve your complaint and are not satisfied with the outcome, you may also contact our Customer Relations team directly by calling **1800 805 605**, or writing to the address in our Group Privacy Policy.

## 24. International Residents

Please note that keycards and cheque books are not available to customers with a non-Australia postal address.



## 25. Severance

If any part of any of these terms and conditions is found to be void or unenforceable for unfairness or any other reason (for example, if a court or other tribunal or authority declares it so), the remaining parts of these terms and conditions will continue to apply as if the void or unenforceable part had never existed.

## 26. Financial claims scheme

The Financial Claims Scheme, under the Banking Act, covers deposit amounts you hold in a bank in aggregate up to a statutory prescribed limit (please note that for the purposes of calculating this total joint accounts are considered to be held in equal shares). You may be entitled to a payment in some circumstances. Payments under the scheme are subject to a limit for each depositor. Information about the Financial Claims Scheme can be obtained from

[www.fcs.gov.au](http://www.fcs.gov.au).

# Keeping you informed

## CHANGES TO ACCELERATOR CASH ACCOUNT TERMS AND CONDITIONS

Various features of your Accelerator Cash Account may be changed from time to time, including fees, interest rates and terms and conditions. The following table indicates how we will advise you of any changes:

<b>Change</b>	<b>Minimum Number of Days</b>	<b>Method of Notice</b>
Introduce a new fee or charge	30 days	In writing
Increase an existing fee or charge	30 days	In writing or by press advertisement
Change the method by which interest is calculated or the frequency with which interest is debited or credited	30 days	In writing
Change the minimum balance to which an account keeping fee applies	30 days	In writing
Vary the balance ranges within which interest rates apply to the account	30 days	In writing
Change an interest rate for your Accelerator Cash Account	No later than the day of change	In writing or by press advertisement
Change any other term or condition	No later than the day of change	In writing or by press advertisement
Introduce, remove or adjust a daily transaction limit or other periodical transaction limit	30 days	In writing
Introduce or change a government charge	No later than the day of change	In writing or by press advertisement
Unfavourable changes	30 <sup>2</sup> days	In writing or by press advertisement

2 We may give you a shorter notice period, or no notice, of an unfavourable change if we believe doing so is necessary for us to avoid, or to reduce, a material increase in our credit risk or loss.

# Contact us

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Call us.	<ul style="list-style-type: none"><li>• <b>13 2221</b> (from Australia) or visit <a href="http://commbank.com.au/contactus">commbank.com.au/contactus</a></li><li>• Overseas? Message or call us on <b>+61 2 9999 3283</b></li></ul>
Visit our website.	<a href="http://commbank.com.au">commbank.com.au</a>
Visit your nearest CommBank branch during business hours.	For details, visit our website <a href="http://commbank.com.au/find-us">commbank.com.au/find-us</a>
Access telephone banking for hearing or speech-impaired customers.	Contact us using the National Relay Service — 24 hours a day, 7 days a week: <ul style="list-style-type: none"><li>• TTY users phone <b>133 677</b> then ask for <b>13 2221</b></li><li>• Speak and Listen (speech-to-speech relay) users phone <b>1300 555 727</b> then ask for <b>13 2221</b></li><li>• Internet relay users connect to the National Relay Service via <a href="http://relayservice.com.au">relayservice.com.au</a> then ask for <b>13 2221</b></li></ul>
Make a complaint.	Group Customer Relations Commonwealth Bank of Australia Reply Paid 41 Sydney NSW 2001  Free call: <b>1800 805 605</b>
Give us feedback.	Online at <a href="http://commbank.com.au/feedback">commbank.com.au/feedback</a>
Contact the Australian Financial Complaints Authority.	Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001  Phone <b>1800 931 678</b> or visit <a href="http://afca.org.au">afca.org.au</a>

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# Contact us

## COMPLAINTS AND THE AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY

We expect that our front line staff, managers or Customer Relations team will completely resolve the issue you raise.

**Web:** [www.commbank.com.au/contactus/comment.asp](http://www.commbank.com.au/contactus/comment.asp)

**Phone:** 1800 805 605;

**Fax:** 1800 028 542; or

**Mail:** CBA Group Customer Relations  
Reply Paid 41  
Sydney NSW 2001

If, despite our best efforts, you believe your complaint has not been satisfactorily dealt with, you may wish to contact an alternative dispute resolution scheme. The Australian Financial Complaints Authority (AFCA) is an impartial, independent and free alternative dispute resolution scheme for customers of financial institutions.

The types of disputes which can be considered by AFCA are set out in the AFCA Terms of Reference which can be accessed on its website: [www.afca.org.au](http://www.afca.org.au).

You can contact the Australian Financial Complaints Authority using the following details:

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

**Email:** [info@afca.org.au](mailto:info@afca.org.au)

**Phone:** 1800 931 678

**Mail:** GPO Box 3  
Melbourne Victoria 3001

