## **Outward International Transfers Terms and Conditions**

- The Mutual Bank has entered into contractual arrangements with Convera Australia Pty Ltd (ACN 150 129 749; AFSL 404092) ("Convera"), to assist it in fulfilling certain foreign exchange and payment services, including international transfers. International transfer services are provided to you by The Mutual Bank and you remain a customer of The Mutual Bank at all times.
- 2. In order to process your request for an international transfer, The Mutual Bank may disclose your personal information to third parties including, but not limited, to Convera, other banks and beneficiaries overseas for the purpose of processing your international transfer. For the purposes of these terms and conditions, the term "Other Bank" means an intermediary (including Convera) and/or beneficiary bank, in Australia or overseas, that may or may not be appointed by us for the purposes of making an international transfer. You authorise us to provide to the Other Bank information that Other Bank requests us to provide about you in order to manage that Other Bank's obligations under law or regulations including anti-money laundering or countering the financing of terrorism laws. You authorise us to provide to Convera in order for Convera to collect and use your personal information to: (i) provide and facilitate the provision the international transfer; (ii) comply with regulations relating to anti-money laundering or countering the financing of terrorism; (iii) prevent and detect fraud; (iv) to monitor compliance between The Mutual Bank and Convera; (v) for debt recovery purposes; and, to help Convera improve its products, services and operations. You acknowledge that Convera may disclose your personal information it holds to: (i) any member of its corporate group for the purpose of any member of the Convera group; (ii) providing benefits, products or services to you or us; (iii) any third party providing services to a member of the Convera group company in respect of international transfers; (iv) to third parties in countries other than the country in which the information was originally collected or created including third parties in the United States; (v) to any person if required to do so by regulations or legal process; or, (vi) where required by regulations, law enforcement authorities for purposes such as detecting, investigating, prosecuting and preventing crimes, including money laundering and related criminal activity, and the recipients may further disclose the information for these and other related purposes.
- 3. The Mutual Bank will receive a share of the revenue that applies to your international transfer. Details of the amount that The Mutual Bank will receive can be found in The Mutual Bank's Financial Services Guide located on its website.
- 4. Other Banks may be involved in sending your international transfer and may impose their own additional fees which may be deducted from the amount received by the nominated beneficiary. The final amount credited to the beneficiary account may be of a lesser value than requested as a result.
- 5. All amounts transferred will be converted from AUD and will be sent in the destination currency unless the destination currency is unavailable or you specify otherwise.
- 6. You accept that the exchange rate used will be that determined at the time The Mutual Bank lodges your request for an international transfer.
- 7. The Mutual Bank is not obliged to make an international transfer if there are insufficient cleared funds in your account, your daily transfer limits have been exceeded, or the information you provide us is incomplete and/or inaccurate. You indemnify us for any loss we suffer if you do not have sufficient funds to make the international transfer. You authorise us to debit any of your accounts with us for any amount you indemnify us for under these terms and conditions.
- 8. The Mutual Bank or Convera may delay, block, freeze or refuse to make an international transfer where either party has reasonable grounds to believe that making the international transfer may breach Australian law or the law of any other country. Any international transfer we make for you may be affected by certain laws and regulations. International transfers may be interrupted, prevented, delayed or otherwise adversely affected, fully or partially, because of such laws or regulations. This includes instances where we, Convera, or any Other Banks consider that a law or regulation may apply, or where a government or regulatory authority says that a law or regulation may apply. It is entirely your risk if



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Maitland Mutual Limited trading as The Mutual Bank ABN 94 087 651 983 AFSL/Australian credit licence 238139

any international transfer to be made or received by you is affected by law or regulations. We are not obliged to contest or challenge any act of any government or regulatory authority.

- 9. You may be required to provide additional information regarding your international transfer. If you do, you agree that all information may be passed on by The Mutual Bank to third parties as required.
- 10. The Mutual Bank may contact you to discuss details of your international transfer where The Mutual Bank suspects suspicious behaviour, a hoax or a scam and may decline to process your international transfer if it believes in good faith that processing the international transfer may result in a loss to you or The Mutual Bank. The Mutual Bank will not be liable for any loss or damage suffered where it has refused to process an international transfer in good faith.
- 11. The international transfer will be made to the beneficiary account number you provide on the International Transfer Request Form. The receiving institution may not check that the beneficiary's name you provide on this form matches the beneficiary account number you provide on this form. It is therefore essential that you check that the beneficiary account number you provide is correct. The Mutual Bank is not liable for any loss resulting from errors in the beneficiary account number you provide. Please note that we will only rely on the bank account number. We do not rely on the bank account name. We do not check that the payment details are correct or that the account name matches the account number. If you provide us with incorrect information, it may not be possible to recover the amount of the international transfer from the incorrect recipient.
- 12. The time taken to process international transfers to overseas destinations is beyond The Mutual Bank's or Convera's control and as such, neither The Mutual Bank nor Convera will be liable for any loss or damage directly or indirectly resulting from any delay incurred.
- 13. If you want to amend or recall an international transfer you have requested, please contact the branch at which you initially requested the international transfer. If the international transfer has been made, the beneficiary must authorise the recall and should the beneficiary choose not to give debit authority, the recall will not be successful.
- 14. The Mutual Bank will accept the return of your international transfer if it is returned. The amount returned may be less than the amount initially sent due to overseas bank charges or current market exchange rates applied to the returned amount. The Mutual Bank will not be liable for any losses or damage as a result of a returned international transfer. Other institution fees may apply for sending a trace or recalling an international transfer.
- 15. To the extent permitted by law, The Mutual Bank and Convera will not be liable for any loss or damage (including loss or damage arising due to variations in foreign exchange rates) directly or indirectly resulting from: (a) delays in The Mutual Bank or any other institution making the international transfer; (b) any act or omission of any other institution; or (c) The Mutual Bank acting on your instructions.

