

Credit Card Terms and Conditions

Effective 12 February 2024

Terms and Conditions

1. Introduction

Your use, any additional cardholder's use, and any transactions performed under your credit card account are governed by this document. You should provide a copy of this document to any additional cardholder.

2. Membership

You must be a member of our credit union to take up our products and services. If you are not already a member of our credit union, by accepting this offer, you apply to become a member. We will deduct your membership fare from your credit card account. This amount is refundable if you cease to be a member.

3. Codes of Practice

We will comply with the requirements of the Customer Owned Banking Code of Practice and the ePayments Code where those requirements apply to your dealings with us. These codes change from time to time. You can find out more about the codes we have subscribed to by contacting us.

4. Joint borrowers

4.1 If there are two or more borrowers, each of you is individually liable, and all of you are jointly liable. This means that we may take legal action against any one of you for all the outstanding amounts.

4.2 Each borrower can bind each other borrower. For example, any one of you can authorise any transaction or activity in respect of your credit card account. Each borrower will be liable even if they did not know about or agree to the transaction.

IMPORTANT: This means that each one of you can be required to pay the whole amount even if you have

some other arrangement among yourselves and even if not all of you benefit equally.

4.3 Despite clause 4.2, we will comply with any request by any one of you:

- (a) that all borrowers be required to approve any future withdrawals: or
- (b) to suspend the credit card account to allow all borrowers time to reach agreement about dispersal of the account funds.

4.4 We may require all borrowers to authorise any transaction or activity with respect to your credit card account.

5. Additional cardholder

5.1 We may issue one or more additional cards to any person you nominate provided they are at least 16 years of age. We are not obliged to issue any additional card and may impose other conditions in respect of the issuing or use of that card.

5.2 Any additional cardholder can:

- (a) use your credit card account in the same way that you can (except for changing the *credit limit* or nominating another additional cardholder); and
- (b) obtain information about your credit card account.

IMPORTANT: You are responsible to us for the operation by any additional cardholder of your credit card account and any other account linked to your credit card account and for any transactions made using the additional cardholder's card. You should ensure that each additional cardholder receives a

copy of this credit card contract and reads and understands it.

5.3 Any additional cardholder is bound by the conditions of use in this credit card contract in the same way you are.

5.4 The additional cardholder must sign their card upon receipt.

5.5 Your credit card account will be debited with all transactions made by any additional cardholder.

5.6 You are liable for any use of, and transactions made using, the additional cardholder's card, and for any breach of this credit card contract by the additional cardholder.

5.7 You may cancel an additional cardholder's card and authority to use your credit card account at any time by contacting us. If you request us to cancel an additional cardholder's card by phone or in branch, you will not be liable for any losses resulting from unauthorised use of the additional cardholder's card following cancellation.

6. Interest

6.1 Interest accrues on a daily basis and is calculated by applying the applicable interest rate to the unpaid balance owing to us at the end of each day. The interest rate applied each day is equal to the annual percentage rate applicable to the credit card account at the time divided by 365.

6.2 Interest will be debited to your credit card account monthly in arrears and on the day the amount owing is repaid in full.

6.3 Interest debited to your credit card account will be added to the outstanding balance of your credit card account and accrue interest at the same rate and in the same manner as the principal of your credit card account.

6.4 We will not pay you interest on any credit balance on your credit card account.

7. Interest free purchases

7.1 The Financial Table specifies whether an interest free period applies to purchases made using your card. If an interest free period applies, you do not pay any interest on purchases during the interest only period provided that:

(a) you paid the closing balance by the due date shown on the credit card statement issued immediately before the date of the purchase; and

(b) you pay the closing balance by the due date shown on the credit card statement that records that purchase.

7.2 If the conditions in clause 7.1 are not met, interest will be payable on the unpaid balance from the day after the due date and on each purchase from the date of the purchase.

8. The credit limit

8.1 We agree to make available to you credit up to the *credit limit*.

8.2 We may reduce the *credit limit* at any time without your consent. We will notify you as soon as practicable after we reduce your *credit limit*.

8.3 You are entitled to, and may request us to, reduce your *credit limit* at any time. We will take reasonable steps to give effect to your request as soon as practicable, but you must first repay any amount owing in excess of your requested reduced *credit limit*.

8.4 We may only increase your *credit limit* if you request us to, and if we agree to.

8.5 Transactions on your credit card account must not exceed your *credit limit*. You must pay to us any amount owing in excess of the *credit limit* immediately.

8.6 We may dishonour any transaction on your credit card account which would cause you to exceed your *credit limit*.

9. Your card

9.1 We will issue you a card to use with your credit card account.

9.2 Your card must be signed immediately once you receive it.

9.3 Each card remains our property. You must return your card and any additional cardholder's card to us if we ask for it. You must destroy your card and any additional cardholder's card if it is no longer valid as soon as you become aware that it is no longer valid.

9.4 Your card is only valid up to the expiry date stated on the card. You must

destroy an expired card and not attempt to use your card after this date.

- 9.5 We may automatically issue a replacement card to you and any additional cardholder before the expiry date without notifying you before we do so. We may also issue a new card to you at any time, such as in circumstances where we consider that the security of the card or PIN may have been compromised. The use of any replacement card is subject to this credit card contract.

- 9.6 You must only use your card to perform transactions on your credit card account and those accounts that we have approved being linked to your card.

10. Debiting your credit card account

- 10.1 We can debit your credit card account with any:

- (a) purchases;
- (b) cash advances;
- (c) direct debits authorised by your card; fees and charges;
- (d) government charges;
- (e) enforcement expenses incurred by us enforcing this credit card contract; and
- (f) any other transactions permitted by us, at our discretion.

- 10.2 Transactions may not be processed to your credit card account on the same day as they occur.

- 10.3 Unless otherwise specified in this credit card contract, you are liable for all amounts we debit to your credit card account.

11. Replacement cards

You or an additional cardholder may order a replacement card at any time by contacting us. A fee may apply for issuing the replacement card.

12. Lost or stolen cards

You must immediately notify us if your card or mobile device holding a *digital wallet* is lost or stolen. Within Australia, call Visa Card hotline on 1800 648 027. Outside Australia, call +61 2 9959 7480. You can

call these numbers 24 hours a day, 7 days a week.

13. Purchases

- 13.1 Your credit card account will be debited with purchases made by you or any additional cardholder as they are processed.
- 13.2 We are not responsible if a merchant refuses to accept your card.
- 13.3 The merchant may charge a different price for goods or services when you pay with your card rather than with cash.
- 13.4 We do not accept any responsibility for the goods or services purchased with your card. Any complaints about those goods and services must be addressed to the supplier or merchant of those goods and services.

IMPORTANT: We are not responsible or liable for any goods or services you purchase with your card. If you have a complaint about those goods or services, you must contact the merchant directly.

- 13.5 You should ensure that the correct amount is entered in the EFTPOS terminal, or written in the total box on the sales voucher, before you authorise the transaction. By signing a voucher or entering your PIN, you are indicating your agreement that the transaction amount is correct. As your instructions to us to debit your credit card account and pay another person will be regarded as being final and irrecoverable once processed, you must contact the merchant with any disputes regarding incorrect charges.

- 13.6 The amounts shown on each sales voucher and withdrawal slip are sufficient evidence of the price of the goods or services to which the voucher or withdrawal slip relates. You should retain any voucher or withdrawal slips issued for your records.

- 13.7 You or an additional cardholder must not use your card to pay for any illegal purchase.

- 13.8 Purchases are subject to your daily transaction limits.

- 13.9 We have the right to decline to accept your authorisation for any transaction if we have any reason to doubt the authenticity or validity of the authorisation

or your legal capacity to give the authorisation. We will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of our action.

14. Cash advance

14.1 A cash advance occurs when you:

- (a) use an ATM or EFTPOS outlet to access cash from your credit card account using your card; or
- (b) transfer money from your credit card account to another account.

14.2 A fee may apply if you obtain a cash advance.

14.3 There is no interest free period for cash advances.

14.4 Individual ATMs or EFTPOS terminals may not have money available, and may not accept your card. If an ATM does not return your card, you should contact us.

14.5 Cash advances are subject to your daily transaction limit and the specific conditions of the ATM or EFTPOS supplier. When completing a transaction, you must ensure that the details are correct prior to authorisation, and you should retain any receipt or voucher issued for your records.

15. Recurring payments

15.1 You may at any time authorise a third party, such as a merchant, to debit your credit card account pursuant to a direct debit authority or similar periodic authority to pay for goods or services they provide to you. This is known as a 'recurring payment arrangement'.

15.2 We will act promptly to cancel a recurring payment arrangement linked to your credit card account if you ask us to do so. You should also notify the merchant or other third party with whom you have the recurring payment arrangement that the arrangement been cancelled.

15.3 In some circumstances, if your credit card account number changes, your credit card account is closed, or your card is lost, stolen or cancelled, and you fail to provide alternative payment details (for example, your new credit card account number) to the merchant or third party, the payments may be rejected. We may then stop processing the recurring payments, and this may cause the merchant or third party

to stop providing the goods or services to you.

15.4 You are responsible for notifying a merchant or third party with whom you have a recurring payment arrangement when your credit card number or account details change. If you close your credit card account, are issued with a new card, or receive a replacement card, you should update your details with the merchant or third party as soon as possible.

16. Deposits

16.1 Any deposit you make at an ATM or EFTPOS terminal which is authorised by us will not be available for you to draw against until your deposit has been verified by us.

16.2 Not all ATMs or EFTPOS terminals accept deposits.

16.3 Proceeds of cheques will not be available for you to draw against until cleared. You cannot withdraw the value of a deposited cheque until three business days after the deposit has been made. We may extend this period in certain circumstances. If you draw against a deposited cheque, you must reimburse us if the cheque is dishonoured.

16.4 Funds will be posted to your credit card account when processed by us.

17. Fees and charges

17.1 We debit all fees and charges to your credit card account as set out in the Financial Table.

17.2 Unpaid fees and charges debited to your credit card account will incur interest daily.

18. Transactions outside Australia

18.1 Your card may be able to be used overseas through any ATM or bank branch displaying the logo of your card. In these cases, foreign currency amounts will be converted into Australian dollars as at the date they are processed. The amount debited to your credit card account will include currency conversion charges.

18.2 Use of an overseas ATM or bank is subject to their terms and conditions.

18.3 A fee may be charged by the foreign institution when you use your card at an ATM or bank overseas.

- 18.4 You may not make a deposit into your credit card account at an ATM.

19. Payments

- 19.1 You must pay the minimum repayment amount shown on your credit card statement each month by the due date. You can make additional payments at any time.
- 19.2 You must make all payments due to us using the methods we specify, which may include by direct debit on another account or by direct crediting.
- 19.3 Your payments are made only when we credit them to your credit card account.
- 19.4 Payments will be credited when they are received by us.
- 19.5 Payments to your credit card account are allocated as determined by us from time to time, but in accordance with any applicable law or code of practice. You must make payments without deducting, setting off, or counterclaiming any money you think we owe you for any reason.
- 19.6 Payments can only be made in Australia and in Australian dollars.
- 19.7 If you have more than one account with us, and your credit card account is in arrears while any of those other accounts have funds available to be drawn, we may appropriate from one or more of those accounts to pay some or all of your arrears. We are not obliged to do this.

20. Default

IMPORTANT: The events which may cause you to default under this credit card contract are listed below. You may default even if you have made all your payments. If you are in default, we may cancel your card and require repayment of the balance outstanding.

- 20.1 You will be in default under this credit card contract if any of the following events occur.
- (a) You fail to pay any money to us when due.
 - (b) You become bankrupt, are wound up, or become subject to administration or receivership or any similar thing under any law.

- (c) You are sentenced to jail for a term of 12 months or more.
- (d) Any information you gave to us in relation to this credit card contract is found to be materially untrue or misleading.

- 20.2 If you default under this credit card contract, we may:

- (a) suspend your card and any additional cardholder's card; or
- (b) cancel your card and any additional cardholder's card, and we may require repayment of the outstanding balance of your credit card account and all other money payable under this credit card contract after giving you at least 30 days notice of the default.

- 20.3 If you do not pay the minimum repayment for a statement period by the due date, we may elect not to provide any further credit to you until your credit card account is brought up to date and you satisfy any other requirements we reasonably impose.

- 20.4 Our rights under this credit card contract are unaffected by any delay in exercising those rights or by us giving you any time or other indulgence, except to the extent those rights are waived by law.

21. Enforcement expenses

IMPORTANT: If you default under this credit card contract, enforcement expenses may be payable. This means that you may have to pay our collection expenses, and any other internal or external costs we incur as a result of your default.

- 21.1 Enforcement expenses may become payable by you if you breach or default under this credit card contract. We may debit your credit card account with our enforcement expenses at any time after they are incurred.
- 21.2 Enforcement expenses include collection expenses, expenses resulting from dishonour of a payment, and any internal or external costs we incur as a result of you breaching or defaulting under this credit card contract (including legal costs and expenses on a full indemnity basis or solicitor and own client basis, whichever is higher). If this credit card contract is

regulated by the National Credit Code or similar laws, enforcement expenses payable by you will not exceed our reasonable enforcement costs (including internal costs).

- 21.3 You indemnify us from and against any expense, loss, loss of profit, damage or liability which we incur as a consequence of a breach of or default under this credit card contract, except where such loss arises from the mistake, error, fraud, negligence or wilful misconduct of us, our employees, our agents or a receiver we appoint, or is otherwise recovered by us.

22. Cancellation or suspension of your card by us

IMPORTANT: We may suspend your card at any time without notice. We may cancel your card at any time without notice if you are in default or if we consider it reasonably necessary to prevent loss to you or us.

- 22.1 In addition to our rights on default as set out in clause 20, we may suspend or cancel your card or an additional cardholder's card at any time without prior notice. In particular, we may suspend or cancel your card if we consider it reasonably necessary to prevent loss to you or us, including for security reasons and if there is suspected fraud.
- 22.2 If we cancel your card, you must destroy your card if you have access to it.
- 22.3 If we cancel or suspend your card or an additional cardholder's card, we will notify you promptly afterwards and, if appropriate, give you reasons for doing so. We may also block or terminate access to your credit card account.
- 22.4 If we cancel or suspend your card or an additional cardholder's card under this clause 22, you must continue paying the minimum repayment amount shown on each credit card statement issued after the cancellation or suspension. Interest, fees and charges, and government charges will continue to be charged to your credit card account until you repay your credit card account in full.
- 22.5 You indemnify us against any loss or damage you or an additional cardholder may sustain as a result of your card or an additional cardholder's card being cancelled or suspended.

23. Terminating this credit card contract and closing your credit card account

- 23.1 You may terminate this credit card contract and close your credit card account at any time by giving us notice in writing. We will take reasonable steps to give effect to your request as soon as practicable.
- 23.2 Before we terminate this credit card contract and close your credit card account, you must repay any outstanding balance of your credit card account plus any fees and charges owing but not yet debited. Your obligations under this credit card contract will continue, and interest, fees and charges, and our reasonable enforcement expenses will continue to be chargeable, until the outstanding balance of your credit card account is reduced to zero.
- 23.3 You will continue to be responsible for any transactions made before we fully process the termination of your credit card contract and close your credit card account.

24. Changes to this credit card contract

IMPORTANT: We can make changes to this credit card contract at any time (except interest rate changes if the rate is fixed). In making any changes, we will act reasonably, and will endeavour to give you reasonable notice of changes, but we reserve the right to make immediate changes to variable interest rates.

- 24.1 Acting reasonably, we may change any term of this credit card contract at any time without your consent, including:
- (a) changing the annual percentage rate (unless the interest rate is fixed);
 - (b) changing the amount or time for repayments;
 - (c) changing the frequency of any payment;
 - (d) changing the amount or frequency of payment of any fee or charge;
 - (e) imposing a new fee or charge;

- (f) changing the method of calculating or debiting interest;
- (g) changing the transaction limits; and
- (h) making any other reasonable change.

24.2 We will give you notice of any change in accordance with any requirement of the National Credit Code or any other applicable law or code of practice. For example, we will give:

- (a) notice of an increase in the annual percentage rate no later than the day on which the increase is to take effect;
- (b) at least 20 days written notice if we increase fees or charges, change your liability for losses for transactions, or make any other change to this credit card contract which increases your obligations or reduces the time for any payment; or
- (c) at least 20 days written notice of any change in the manner in which interest is calculated or the frequency with which it is debited, or the imposition of a new fee or charge.

We may give you a shorter notice period or no notice if the change is not adverse to you or reduces your obligations.

24.3 If you are not satisfied with any change or variation to this credit card contract, you may close your credit card account in accordance with clause 23.

24.4 We will give you notice of any changes that relate to the use of digital wallets before the change takes place.

24.5 We will give you notice of any change to this credit card contract by advertisement in the national or local media, notice in a newsletter or statement of account, individual notice sent to you, email, SMS, by sending you a message through internet banking, or in any other way permitted by law.

25. Statements

25.1 We will send you a credit card statement each month where there is any financial activity or a balance outstanding on your credit card account. In all cases, we will

send you a credit card statement at least every six months.

25.2 If you are registered for our internet banking service, you will receive statements electronically.

25.3 When you register for internet banking, you consent to us giving you notices, statements and other documents in connection with our dealings with you by electronically and by email. You understand that by giving this consent:

- (a) we will no longer send you paper copies of notices and other documents;
- (b) you should regularly check your nominated email address for notices, statements and other documents;
- (c) you may withdraw your consent to the giving of statements, notices and other documents electronically at any time; and
- (d) you have the facilities to print statements, notices or other documents sent to you by us if you wish.

25.4 We can send you a paper statement, notice or other document if you request at any time.

26. Access methods – electronic access

Electronic services include access to your credit card account via a card, the internet, telephone, BPAY® and Osko. This clause 26 applies if you are given the use of an electronic service.

26.1 You will be given an access code, client number, PIN and/or a combination of all these. These are called the *access codes*. The *access codes* can be used to access your credit card account electronically.

26.2 When you use electronic services, your instructions may be carried out if:

- (a) they are permitted by the electronic access terms set out in this credit card contract; and
- (b) they comply with the directions on how to use these services.

- 26.3 Before processing a transaction, we may postpone it to seek further information from you or from a third party.
- 26.4 When you or anyone authorised by you gives us instructions using the electronic services, those instructions may be unable to be stopped. You are responsible for ensuring that the instructions are correct.
- 26.5 When you transact using electronic services (except for telephone access), you will be provided with an electronic receipt.
- 26.6 Subject to any warranties implied by law that cannot be excluded, we are not responsible or liable for loss, damage or interruption arising out of:
- (a) errors, inaccuracies, omissions, interruptions, viruses or defects where you were aware, or should have been aware, that the electronic services or any system or related equipment was malfunctioning, other than the refund of any charges or fees imposed on you as a result of the system being unavailable or malfunctioning;
 - (b) delays resulting from failure of the communications network or ancillary equipment outside our control which supports the electronic services;
 - (c) reliance on information obtained through use of the electronic services; or
 - (d) failure of the electronic services to perform a function in whole or in part.
- 26.7 If an error, inaccuracy or omission occurs, and you advise us in writing, we will endeavour to correct your concern within three business days of notification. If we cannot, we will inform you when we expect to complete the correction.
- 26.8 If our liability for a breach of warranty implied by law cannot be excluded, to the maximum extent allowed by the law, and at our option, our liability is limited to:
- (a) the re-supply of the information or services to you (including the correction of any errors in your credit card account); or
 - (b) the payment of the cost of having the information or services re-supplied to you.
- 26.9 Your access to electronic services may be automatically denied after unsuccessful attempts to enter the relevant access codes. If this happens, you must contact us to obtain access to the electronic services.
- 26.10 Telephone banking access can be used to obtain credit card account balances, transfer funds to and from your linked accounts, and make BPAY payments from your linked accounts.
- 26.11 If a BPAY transaction is made after 6:00pm Sydney time, or on a non-business day, the transaction may be processed the following business day subject to the biller's financial institution and processing times. Specific limits may apply to BPAY payments.
- 26.12 If an Osko payment is made, the transaction is generally processed immediately, provided there are sufficient available funds in your credit card account.
- ® Registered to BPAY Pty Ltd ABN 69 079 137 518
- 27. Access methods – digital wallets**
- This clause 27 sets out the terms that apply to the use of your card in a *digital wallet*. You may use a *digital wallet* to make contactless payments from your credit card on your device.
- 27.1 There may be additional terms and conditions imposed by the *digital wallet provider*, or the provider of a mobile device or telecommunications service, and you are also required to comply with those terms.
- 27.2 Your ability to register your card in a *digital wallet* is at our reasonable discretion.
- 27.3 We do not guarantee that any or all merchants will accept payment using the *digital wallet*. We are not liable for any loss or inconvenience incurred as a result of the refusal of any merchant to accept payment in this way.
- 27.4 We are not the provider of the *digital wallet*. We are not responsible for its use or function, including any disruption, failure, malfunction or unavailability or any security breach affecting information stored in or sent from the *digital wallet*.

You should contact the *digital wallet* provider if you have questions or concerns about the *digital wallet*.

- 27.5 If you access your mobile device using biometric recognition, such as a fingerprint, no *access codes* will be required in order for you to make payments from the *digital wallet* on that device. To protect your credit card account, you should ensure that:
- (a) only your biometrics are stored in your device; and
 - (b) your device, and your biometrics used in connection with that device, remain secure at all times.
- 27.6 We do not charge any fees for the use of a *digital wallet* in addition to the fees and charges that already apply to the use of your credit card. Third party fees and charges may apply to the use of a *digital wallet*, such as those imposed by a telecommunications service for data usage and text messaging.
- 27.7 We can suspend or cancel the ability to use your card to make payments using a *digital wallet* at any time. Situations in which we may suspend or cancel the ability to use your card to make payments using a *digital wallet* are if we suspect fraud, if you are in default under this credit card contract, if applicable laws change, if we cease to permit cards to be used with any *digital wallet*, or if we are directed to do so by the *digital wallet provider* or the applicable card scheme. We will notify you if we suspend or cancel the ability to use your card to make payments using a *digital wallet*.
- 27.8 You may remove your card from a *digital wallet* at any time by following the *digital wallet provider's* procedures for removal.
- 27.9 Your mobile device may be linked to other devices by a common account. If so, when your card is added to a *digital wallet* using your mobile device, that card may also be accessible through a *digital wallet* on a linked device, which may permit users of the linked device to see the card details and make payments with your card.

28. Security of access codes

- 28.1 It is important to take all reasonable precautions to ensure that your PIN and other *access codes* remain secure and confidential. *Access codes* should be memorised, and any correspondence

notifying you of an *access code* must be destroyed. We will provide you with an *access code* to use internet or telephone banking. The precautions we require you to take are set out below.

- 28.2 You must not:
- (a) tell anyone your PIN or *access codes*, including any friends, members of your family or your attorney;
 - (b) let anyone else, whether acting as your agent or not, access our telephone or internet banking using your PIN or *access code*;
 - (c) select an *access code* or PIN that is comprised of repeated, ascending or descending numbers, or numbers that are associated with your birth date, or an alphabetic code which is a recognisable part of your name, or any other combination of numbers and letters readily identifiable with you;
 - (d) give your card to anyone else or let them use it;
 - (e) where a device (such as a smartphone) is required to perform a transaction, write or make a record of any *access code* on the device, or anything carried with the device or liable to loss or theft with the device, unless you make a reasonable attempt to protect the security of the *access codes*;
 - (f) keep a record of any PIN or *access code* (without making a reasonable attempt to protect the security of the PIN or *access code*) on your credit card account, or in or on anything you usually carry with your card, as it could be lost or stolen at the same time as your card;
 - (g) be careless about protecting the security of your PIN or *access codes*; or
 - (h) let anyone else see you entering your PIN at an ATM or EFTPOS terminal.

- 28.3 You must not act with extreme carelessness in failing to protect the security of your *access codes* – for example, by storing an *access code* in a

notebook that is not protected under the heading 'internet banking password'.

- 28.4 As soon as you realise or suspect that anyone else knows your PIN or any *access code*, your card is lost, stolen or used without your permission, or an authorised transaction has occurred, contact us immediately.
- 28.5 We will accept a report of an unauthorised transaction if we receive the report within 6 years from the day that you first became aware, or should reasonably have become aware, of the unauthorised transaction.
- 28.6 If you report an unauthorised transaction, we will make reasonable efforts to obtain from you certain information to enable us to investigate the transaction.
- 28.7 If you realise or suspect anyone else knows your PIN or any *access code*, we will ask you to select a new PIN or *access code*. If you don't select a new PIN or *access code* when asked, a stop will be placed on the relevant service until you do so.
- 28.8 If we know or suspect that anyone else knows your PIN or *access code*, we may place a stop on the relevant service. In that event, you can contact us for a new *access code* or PIN and to have the stop removed.
- 28.9 Your PIN may be automatically de-activated after three unsuccessful attempts to enter your PIN. If this happens, we can re-activate your PIN, or send you a reminder of your PIN as long as your card is in your possession.

29. When you are not liable

- 29.1 If transactions not authorised by you are processed on your credit card account, you must inform us as soon as you become aware of these. You will not be liable for transactions:
- (a) that you or an additional cardholder did not contribute to, or you or an additional cardholder were not aware of and could not have known about;
 - (b) when they are caused by the same transaction being incorrectly debited more than once to your credit card account;
 - (c) which took place before you or any additional cardholder

received any relevant card or *access code*;

- (d) that are caused by the fraudulent or negligent conduct of our employees or agents, a third party supplier company involved in our networking arrangements, or merchants or their employees or agents;
- (e) which relate to a device, card or *access code* which is forged, faulty, expired or cancelled;
- (f) that occur after you inform us that your card or *access code* has been lost or stolen, or that the security of the *access code* has been breached;
- (g) which relate to any of your original or reissued codes, identifiers or cards that are forged, faulty, expired or cancelled;
- (h) which result from an unauthorised transaction that occurs after you've notified us that the security of your PIN or *access code* has been breached, or your card or security device has been lost, stolen or used without your permission;
- (i) which result from an unauthorised transaction that can be made using an identifier without a card or PIN.

IMPORTANT: There are some situations in which you may be liable for unauthorised transactions made using your card or on your credit card account. Read the below provisions carefully.

30. When you will have limited liability

- 30.1 If it is not clear whether you have contributed to the loss caused by an unauthorised transaction that required one or more PIN or *access codes*, the amount of your liability will be limited to the least of:
- (a) \$150;
 - (b) the actual loss at the time we're notified that the security of your PIN or *access code* was breached, or that your card has been lost, stolen or used without your permission (limited by the

applicable daily or period transaction limits over the relevant timeframe); and

- (c) the *credit limit* of the credit card account from which value was transferred in the unauthorised transaction.

31. When you will be liable

31.1 You will be liable for loss incurred when we can prove on the balance of probability that the loss resulted from you:

- (a) acting fraudulently; or
- (b) breaching any security requirements of your *access codes* set out in clause 28.

31.2 Your liability will extend to the total loss suffered before you report the loss, theft or misuse of a device, or breach of the security of your *access codes*, to us.

31.3 If we can prove that you contributed to losses incurred by unreasonably delaying reporting to us the misuse, loss or theft of a device, or the breach of the security of *access codes*, you are liable for any unauthorised transactions occurring between when you became aware, or should have reasonably become aware of the misuse, loss, theft or breach, and when you actually notified us.

31.4 You will not be liable for any portion of the losses incurred:

- (a) on any one day that exceed the daily transaction limit;
- (b) in a period that exceeds any other periodic transaction limit applicable to the relevant period;
- (c) that exceed the *credit limit* applying to your credit card account during the period; or
- (d) when you and we agree that your credit card account could not have been accessed in the way which resulted in the loss.

31.5 You are liable for losses from unauthorised transactions if they result from you leaving your card in an ATM as long as the ATM incorporates reasonable safety measures to mitigate the risk of a card being left in the ATM.

31.6 Where more than one *access code* is required to perform a transaction, and we prove:

- (a) that the security of an *access code(s)* has been breached, but not all of the required *access codes*; and

- (b) we can prove on the balance of probability that a breach of security of the *access code(s)* was more than 50% responsible for the losses when assessed together with all the contributing causes,

then you are liable for the actual losses which occur before we are notified of the loss, theft or misuse of your *access code* or card, or a breach of the security of your *access code*.

32. Liability for unreasonably delaying notification

32.1 If we can prove on the balance of probability that you have contributed to a loss caused by an unauthorised transaction by unreasonably delaying notification that the security of your *access codes* or your card has been compromised after you become aware of the loss, theft or breach, you will be liable to us for the actual losses incurred between:

- (a) the time you first became aware (or should reasonably have become aware) of any of these events; and
- (b) the time we are actually notified of the relevant event,

however, you will not be liable for any loss on any day or in any period which exceeds any applicable transaction limit for that day or period, and you will not be liable for loss in excess of the *credit limit* of your credit card account.

33. Liability caused by equipment malfunctions

33.1 You are not responsible for any loss caused by the failure of a system or equipment provided by any part to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with your instructions.

33.2 If you incur loss as a result of a shared electronic network being unavailable or

malfunctioning, and you should reasonably have been aware of the unavailability or malfunction, our liability will be limited to:

- (a) correcting any errors; and
- (b) reducing any fees or charges imposed on you.

33.3 We're not responsible for:

- (a) errors, inaccuracies, interruptions, viruses or defects due to any system or equipment failing to complete a transaction;
- (b) delays resulting from any network, system or equipment failing to support the interactive service or card; or
- (c) any internet banking or telephone banking service, or card system or equipment failing to complete your transaction instructions.

33.4 If we are responsible, our liability is limited to the cost of re-supplying the service.

34. Liability when using your card without a PIN

You will not be liable for an unauthorised transaction on your credit card account where the transaction does not require the use of an *access code*, PIN or device, but only an identifier (such as a member number). When a transaction can be made using only a device, or a device and an identifier, you will only be liable if you unreasonably delay reporting the loss or theft of the device.

35. Liability for BPAY payments

35.1 If a BPAY payment is unauthorised or is made from your credit card account otherwise than in accordance with your instructions, we will credit your credit card account for the amount of the payment.

35.2 If a BPAY payment is fraudulently induced by someone involved in the BPAY scheme, then that person should refund you that payment.

35.3 If that person does not refund the payment, you have to bear the loss. That is unless some other person in the BPAY scheme:

- (a) knew of the fraud; or

- (b) would have detected it with reasonable diligence.

In that case, that person must refund you the payment.

35.4 We are not liable for any indirect loss or damage you may suffer as a result of using the BPAY scheme unless we:

- (a) acted negligently; or
- (b) breached any condition or warranty in regard to the supply of goods and services that cannot be excluded or limited under law.

35.5 You indemnify us against any loss or damage we may suffer due to any action of any kind brought against us because you:

- (a) did not observe any of your obligations; or
- (b) acted negligently or fraudulently in regard to this credit card contract.

36. Mistaken internet payments

36.1 A mistaken internet payment occurs when you make a transfer of money by internet banking, and that money goes to an unintended recipient because:

- (a) you entered the destination account details incorrectly; or
- (b) you are not provided with the correct destination account details.

IMPORTANT: A mistaken internet payment occurs as a result of a typographical error. A mistaken internet payment does not occur where you transfer funds from your account as a result of a scam. This clause 36 does not apply to any payments made by you as a result of a scam.

36.2 You can report a mistaken internet payment by contacting us. You should report the mistaken internet payment as soon as you become aware of it.

36.3 If we are satisfied that a mistaken internet payment has occurred, we will send the destination financial institution a request for return of the funds no later than 5 business days from the time you report the mistaken internet payment.

- 36.4 If we are not satisfied that a mistaken internet payment has occurred, we are not required to take any further action. We may ask the destination financial institution to investigate, but you will be liable for any loss arising from such a payment.
- 36.5 If you report a suspected mistaken internet payment to us within 10 business days:
- (a) we will contact the financial institution that received the payment;
 - (b) if there are sufficient funds available in the destination account, and both we and the destination financial institution are satisfied that a mistaken internet payment has occurred, we will request the money back;
 - (c) the other financial institution must return the funds to us within 5 to 10 business days of receiving our request; and
 - (d) upon receipt of the funds by us, we will return the funds to your credit card account as soon as practicable.
- 36.6 If you report a suspected mistaken internet payment to us between 10 business days and 7 months of making the payment:
- (a) we will contact the financial institution that received the payment to find out if there is sufficient money in the destination account to refund the payment;
 - (b) if we are satisfied that a mistaken internet payment has occurred, we will ask the destination financial institution to investigate;
 - (c) the destination financial institution must complete their investigation within 10 business days;
 - (d) if the destination financial institution is satisfied that a mistaken internet payment has occurred, they must prevent the holder of the destination account from withdrawing the amount of the mistaken internet payment for 10 business days;
 - (e) the destination financial institution must then notify the recipient that
- the funds representing the mistaken internet payment will be withdrawn from their account unless they can prove that they are entitled to the funds within 10 business days; and
- (f) if the recipient cannot prove this, the money will be returned to us within two business days, and we will then return the money to your credit card account as soon as practicable.
- 36.7 If you report a suspected mistaken internet payment to us after 7 months of making the payment:
- (a) we will contact the financial institution that received the payment to find out if there is sufficient money to refund the payment in the destination account;
 - (b) if we and the destination financial institution are satisfied that a mistaken internet payment has occurred, the destination financial institution must seek the consent of the recipient to have the funds returned;
 - (c) if the recipient consents, the destination financial institution must return the funds to us; and
 - (d) upon receipt of the funds by us, we will return the funds to your credit card account as soon as practicable.
- 36.8 If you report the suspected mistaken internet payment to us, and there are sufficient funds in the destination account to refund the payment, but the destination financial institution is not satisfied that a mistaken internet payment has occurred:
- (a) the destination financial institution may seek the consent of the recipient to return the funds;
 - (b) if the recipient consents, the destination financial institution must return the funds to us; and
 - (c) upon receipt of the funds by us, we will return the funds to your credit card account as soon as practicable.
- 36.9 If you report a suspected mistaken internet payment to us at any time, and we and the destination financial institution

are satisfied that a mistaken internet payment has occurred, but there are not sufficient funds in the recipient's account to the full value of the mistaken internet payment, then the destination financial institution must decide whether to;

- (a) pursue the return of funds to the total value of the mistaken internet payment;
- (b) pursue the return of funds representing only a partial amount of the total value of the mistaken internet payment; or
- (c) not pursue any return of funds (whether partial or total).

In making this decision, the destination financial institution must exercise discretion by appropriately weighing the interests of both you and the recipient, using all information reasonably available to it about the circumstances of the mistake and the recipient.

36.10 In the circumstances specified in clause 36.9, if the destination financial institution determines that it is necessary to pursue the return of funds to the total value of the mistaken internet payment, it must use reasonable endeavours to retrieve the funds from the recipient for return to you.

36.11 We will always tell you the outcome of a reported mistaken internet payment in writing within 30 business days of the report being made.

36.12 If you receive a mistaken internet payment into your account (i.e. you are unintended recipient of a payment), we will comply with the process for dealing with the mistaken internet payment which is applicable to destination financial institution as outlined in this clause 36.

36.13 You may make a complaint to us about how we have dealt with a reported mistaken internet payment from your account. If we receive such a complaint, we will deal with the complaint under our internal dispute resolution procedures, and we will not require you to make a complaint to the receiving institution. If you are not satisfied with the outcome of a complaint made to us about how we have dealt with a reported mistaken internet payment from your account, you make a complaint to the Australian Financial Complaints Authority.

37. General matters

37.1 We can, at our discretion, make electronic copies (including recordings) of, or monitor, any transaction made through the internet or telephone banking for the purpose of accuracy and security.

37.2 You must tell us promptly if your contact details change (including any residential, postal or electronic address, or your phone number).

37.3 You must promptly produce documents or other evidence we require to enable us to verify your identity or other information about you.

37.4 If any provision of this credit card contract is illegal or becomes illegal at any time, the affected provision will cease to have effect, but the balance of this credit card contract will remain in full force and effect.

37.5 Our rights under this credit card contract are unaffected by any delay in exercising them, by us giving you any time or other indulgence, or by the acceptance of monies from you after you default.

37.6 We may at any time assign, novate or otherwise deal with our rights and obligations under this credit card contract, and any document or agreement entered into or provided under or in connection with this credit card contract in any way we wish. We may disclose personal and credit information about you in connection with any such dealing. You must sign anything and do anything we reasonably require to enable any dealing with this credit card contract and any document or agreement entered into or provided under or in connection with this credit card contract. Any dealing with our rights does not change your obligations under this credit card contract in any way. You cannot assign or otherwise deal with your rights or obligations under this credit card contract and any document or agreement entered into or provided under or in connection with this credit card contract.

IMPORTANT: We may disclose information about you to any third party involved in an actual or proposed assignment, novation or dealing by us, and that disclosure may be in a form that may enable that third party to identify you.

37.7 To the extent that this credit card contract is regulated under consumer legislation (for example, the National Credit Code),

any provisions which do not comply with that legislation have no effect, and to the extent necessary, this credit card contract is to be read so it does not impose obligations prohibited by that legislation.

37.8 Any notice, statement, demand, court document (including any collection notice, default notice, court originating process or other court document) or other document to be given or served under or in connection with this credit card contract may be:

- (a) delivered personally to you;
- (b) posted to or left at your residential or business address last known to us;
- (c) posted to or left at the address shown in this credit card contract;
- (d) sent by electronic means to your electronic address last known to us (if you have consented as required by any applicable law) or;
- (e) given in any other way permitted by law.

Any notice, statement, demand, court document or other document may be signed by any employee, solicitor or agent on our behalf.

37.9 You must pay us any government duties, taxes and other charges on receipts, duties or withdrawals that apply to your credit card account. We may debit these duties, taxes and charges to your credit card account as and when they become payable.

37.10 If we are at any time trustee or custodian of any trust, our liability is limited to the assets of that trust which are available to us to enable us to satisfy that liability.

37.11 This credit card contract is governed by and interpreted in accordance with the law for the time being in force in the place shown as your address in this credit card contract.

38. Definitions and interpretation

38.1 Words in this credit card contract are defined as follows.

- (a) **access code** means an access code, client number, personal identification number, and/or a combination of all these.

(b) **credit limit** means the amount specified in the Financial Table.

(c) **digital wallet** means a mobile application which enables you to make transactions using your card or card details through a mobile device ((such as a smartphone or tablet)), including contactless payments at an electronic funds transfer point of sale terminal and online purchases.

(d) **digital wallet provider** means the person who operates the digital wallet (for example, Apple in respect of Apple Pay).

(e) **disclosure date** means the date specified in the Financial Table.

38.2 A reference to a person includes companies and trusts and any other kind of body. Singular words include plural words and vice versa. A reference to a person or to a party to this credit card contract includes its successors and permitted assigns.

