

Business+ Credit Card Conditions of Use

Dated: 6 June 2024

Important information

About this document

This document sets out the terms and conditions that apply to your Business+ Credit Card. Your credit card contract with us consists of:

- your letter of offer (schedule).
- this Business+ Credit Card Conditions of Use document (these Terms and Conditions).

The documents listed above must be read together as they form the agreement between us and you. This is the credit card contract. We recommend you keep a copy of this document for future use.

If there is any inconsistency between the schedule and these Terms and Conditions, the schedule prevails to the extent of the inconsistency.

The provisions of the Customer Owned Banking Code of Practice may apply to this contract.

While we strive to get things right, sometimes we may get things wrong. If you think this has happened, please let us know so we can make things right.

Emergency contact details

Call us as soon as possible to report a lost or stolen card, revealed PIN, or code or an unauthorised use of your card or difficulty with the operation of electronic equipment relating to your card.

Call 13 19 87 if you are within Australia or + 61 2 4907 6501 if you are overseas.

For after hours reporting of a lost or stolen card, please call 13 19 87.

How to contact us

You can contact us at any of our branches or by calling 13 19 87. You can also find out general information about our services by visiting our website at newcastlepermanent.com.au.

Key words

The meaning of key words used in this document are explained in clause 1.

About the credit card

The Business+ Credit Card is for business use only, and must not be used for personal, domestic or household purposes.

By requesting any card, the account holder accepts liability and responsibility for a cardholder's use of the card.

By nominating a person as account controller, the account holder accepts liability and responsibility for the actions of the account controller in relation to the facility.

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1. Meaning of words

“access code” means a passcode (also referred to as ‘Password’ on internet banking):

- (a) used in conjunction with your member number to access internet banking;
- (b) used with a mobile device to access our internet banking service; or
- (c) sent to your mobile telephone number to authenticate an internet banking service.

“access method” means any method through which users can give us instructions using electronic equipment to debit or credit or make an inquiry on a card account. An access method comprises of one or more components including (but not limited to) cards, PINs or a combination of these, internet banking, Visa contactless and the Visa easy payment service. It does not include a method where comparison of a cardholder’s manual signature to a specimen signature is required to authenticate an instruction.

“account controller” (referred to as ‘Administrator’ in internet banking) means the person or persons the account holder nominates in accordance with clause 3.2 to have full access to all features of the facility.

“account holder” means the account holder named in the application for the facility and the letter of offer. If there is more than one, account holder means each person separately as well as every two or more of them jointly.

“alert service” means an alerts service providing you with information about your registered accounts and payment facilities by SMS to your nominated mobile telephone number or via email to your nominated email address. It also includes any push notifications activated through the mobile app.

“ATM” means an automatic teller machine.

“authorised user” means you or any person authorised to operate your account and includes each cardholder.

“balance owing” means the difference between all amounts credited and all amounts debited to a card account.

“balance transfer” means an amount you request to transfer to a card account.

“balance transfer rate” means the balance transfer rate set out in the letter of offer as varied from time to time.

“banking application” means a mobile device application (mobile app) made available by us that allows you to view and transact on your account.

“BECS” means the Bulk Electronic Clearing System.

“BPAY®” means the electronic payment scheme operated by BPAY Pty Ltd through which you instruct us to make payments to billers who can accept payments made to them through this scheme. (©Registered to BPAY Pty Ltd ABN 69 079 137 518.)

“BPAY® conditions” means the terms and conditions applying to BPAY® as set out in this document.

“BPAY® payment” means a payment which you have instructed us to make to a biller through BPAY®.

“BPAY view®” means the electronic bill payment service operated by BPAY Pty Ltd that enables you to view and pay your bills online when you use our internet banking service. (©Registered to BPAY Pty Ltd ABN 69 079 137 518.)

“business day” means a day we are open for business, but does not include a Saturday, Sunday or any public holiday or special holiday in New South Wales.

“card” means each Business+ Credit Card (including a Visa payWave-enabled card) issued by us to a cardholder for operation of a card account.

“card account” means an account established in the account holder’s name for recording all transactions in connection with the relevant card(s).

“card credit limit” means the credit limit applicable to a card account.

“cardholder” means each person that we have issued a card for the card account.

“cash advance” means a transaction on a card account to:

- (a) draw cash from the credit card account using electronic equipment or at a financial institution; or
- (b) make cash equivalent transactions, such as traveller’s cheques or gambling transactions; or
- (c) transfer, or arrange for the transfer of, funds from the credit card account to another account where available.

“cash advance rate” means the cash advance rate set out in the letter of offer as varied from time to time.

“chargeback” means reverse or cancel or procure a refund for a transaction and consequent upon which we in turn agree to credit your card account with the amount of that transaction.

“code” means information (including a PIN and an access code) for use (in the manner we specify) in electronic equipment in order to access the card account.

“controller” has the meaning it has in the Corporations Act.

“Corporations Act” means the Corporations Act 2001 (Cth).

“credit card contract” means your letter of offer and these Conditions of Use.

“EFT” means electronic funds transfer.

“eftpos” means a point of sale electronic banking facility available at retail or wholesale outlets.

“electronic equipment” includes an electronic terminal (such as an ATM, eftpos terminal and Visa contactless terminal), computer and all kinds of telephones and devices with required capability.

“eStatement” means an electronic version of your statement and includes a statement issued by email.

“facility” means the Business+ Credit Card facility we make available to the account holder.

“facility limit” means the total amount of the card credit limits under the facility.

“financial institution” means, in Australia, a bank or building society or credit union or any other authorised deposit taking institution within the meaning of the law, and for overseas institutions it means the equivalent or similar organisations to those just described.

“foreign ATM” means an ATM that is not a Newcastle Permanent or Greater Bank ATM.

“GST” has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

“insolvent” means being an insolvent under administration or insolvent (each as defined in the Corporations Act) or having a controller appointed, in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement, assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent), deregistered or otherwise unable to pay debts when they fall due.

“internet banking” means our internet banking service accessed via newcastlepermanent.com.au or a mobile application (or mobile app) issued by us, if you have registered for the internet banking service in accordance with these terms and conditions.

“letter of offer” is the letter we send the account holder containing terms and conditions applying to the facility.

“member number” (referred to as ‘Customer ID’ on internet banking) means a number we issue to you when you apply for access to internet banking and includes any changes to or replacement of that number.

“payment facility” means each of the following services offered by us: card, internet banking, eftpos, BPAY® and automatic transfer.

“PIN” means the personal identification number issued by us or selected by a cardholder in conjunction with a card.

“promotional plan rate” means an alternative interest rate(s) or no interest rate that applies to certain transactions on your credit card account for an agreed period of time.

“purchase” means purchase of goods or services. In some circumstances, a purchase may also arise when you use your card account to pay a bill using BPAY® (registered to BPAY Pty Ltd ABN 69 079 137 518).

“purchase rate” means the purchase rate set out in the letter of offer as varied from time to time.

“push notification” means a message generated by the Newcastle Permanent banking application and sent to your device, even when you do not have the application open.

“registered account” means any account held with us which we notify you is registered for internet banking.

“security provider” means each person who provides security in connection with the facility.

“small business” means a business or group having fewer than 100 full-time (or equivalent) employees.

“SMS” means a digital telephone short message service.

“statement period” means the period specified on a statement of account.

“terminal” means an electronic device (including an ATM, point of sale terminal such as an eftpos or a Visa contactless terminal, or any other EFT device) in which a card may be used to operate an account, but does not include internet banking.

“terms and conditions” means the terms and conditions set out in the credit card contract.

“user” means you and (where permitted by us) any person you authorise to be a cardholder or authorised user.

“Visa” means Visa Worldwide Pte. Ltd.

“Visa account updater service” means the service provided by Visa, which allows for electronic exchange of updated card account information among participating Visa card issuers, merchants and acquirers and also supports the issuer’s use of other Visa services.

“Visa card scheme” means the card scheme operating by or through facilities or services provided or facilitated by Visa.

“Visa contactless” (also known as “Visa payWave”) is a payment method for an amount totalling less than the predetermined maximum value provided by Visa through which a cardholder holding a Visa payWave-enabled card can make a purchase by holding the card in front of a Visa contactless terminal without having to insert or swipe the card or provide a PIN or signature as verification.

“Visa contactless terminal” (also known as a “contactless reader”) means a terminal that processes a Visa contactless transaction.

“Visa contactless transaction” means a Visa contactless transaction using a Visa contactless card or a device for purchases using a Visa contactless terminal.

“Visa easy payment service” means the service provided by Visa through which a cardholder can make purchases through an eftpos terminal at participating merchants by inserting or swiping a Visa card at the terminal alone without providing a PIN or signature as verification, for an amount totalling less than the predetermined maximum value.

“Visa payWave-enabled card” means a Visa credit card which displays a distinctive contactless symbol and/or Visa payWave logo.

“we”, “us”, “our” means Newcastle Permanent, part of Newcastle Greater Mutual Group Ltd ACN 087 651 992 Australian Financial Services Licence/Australian credit licence 238273. It may also extend to products or agreements operated under our other brands (such as Greater Bank). For example, for combining accounts, set-off and cross-default under agreements with “us”.

“you” and **“your”** means the account holder. If there is more than one, you means each account holder separately as well as every two or more of them jointly. You includes successors and assigns. In these terms and conditions, references to “you” and “your” also includes an authorised user, where the clauses deal with access to payment facilities. The singular includes the plural and vice versa.

A reference to:

- writing includes legible forms of electronic communication (such as email);
- a document or agreement (including the letter of offer) includes any variation or replacement of it;
- law means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them);

- anything includes the whole and each part of it; and
- a person includes an individual, a firm, a body corporate, an unincorporated association, or an authority.

2. The credit card contract

We offer you the facility on the terms of the letter of offer and these Conditions of Use. You accept our offer and agree to be bound by the credit card contract when you sign your letter of offer.

You and any authorised user must only use the facility for business purposes, and not for personal, domestic, or household purposes.

You will provide a copy of these Conditions of Use to each authorised user, and you will procure each authorised user to comply with these Conditions of Use.

3. Authorised users

3.1 Authorising an authorised user

You may authorise one or more other people to operate your account as an authorised user. To arrange this, you will need to complete a request in accordance with our procedures. We do not have to agree to your request. If approved, we may issue that person with the means to access payment facilities available with your account.

The terms and conditions apply to an authorised user in the same way that they apply to you. However, you will be liable for all actions of an authorised user as if the authorised user was you. You should ensure that any authorised user has read the terms and conditions and complies with them. If the authorised user does not comply with the terms and conditions, you will be in default.

When an authorised user instructs us to carry out an action, or makes a transaction, we will act on the instructions of that authorised user. We are not required to make any inquiries in relation to any instructions received from an authorised user regarding the operation of your account. You are wholly liable for any loss or damage you or a third party suffers as a result of us acting upon the instructions of an authorised user. Some limitations may apply to the actions that can be carried out by an authorised user – contact us for further information.

You can arrange to have the authority of an authorised user revoked at any time. If you want to revoke the authority of an authorised user, you must notify us. An authorised user can also make a request directly to us requesting that their authority is revoked. Once we accept instructions to revoke the authority of an authorised user, you will not be liable for losses resulting from any unauthorised use of any card issued to that authorised user. You will still be liable for any transactions established by the authorised user prior to the revocation of their authority.

You consent to us giving an authorised user information about your account.

3.2 Nominating an account controller

You may nominate one or more persons to be an account controller. We may refuse to accept a nominated person as an account controller if we are unable to verify their identity, or to protect our interests under the facility acting reasonably. You acknowledge that by nominating a person as account controller you are giving them authority to act on your behalf in connection with this credit card contract. We will rely and act on any instruction or communication that an account controller provides to us, acting reasonably, unless you notify us that the appointment of an account controller has been revoked.

An account controller has unlimited access to all features of the facility. For example, they may:

- view the details of all card accounts (including statements);
- request balance transfers;
- obtain cash advances;
- make purchases;
- change any card credit limit;
- create or change authorised users; and
- be provided with unlimited access to the facility through internet banking.

You may revoke the authorisation of an account controller at any time by contacting us.

3.3 Liability of account holder

If there is more than one account holder each one is liable jointly and individually for the balance owing on any card account. Acting reasonably, we can ask any one or more of them to repay the balance owing on any card account.

You are liable for all credit extended by us on the facility arising from the use of any card account, and you are also liable for any fees or charges associated with the facility including government fees, duties and charges arising from any use of a card account.

You must take reasonable steps to ensure that:

- each account controller operates the facility in accordance with the credit card contract; and
- each cardholder operates their card account in accordance with the credit card contract.

We will comply with a request by any one account holder:

- to change the account approval so that all account holders must approve any future withdrawals; or
- to suspend the account to allow you and the other account holders time to reach agreement about dispersal of the account funds.

3.4 Cardholders

You may ask us to issue cards to anyone nominated by you provided they are at least 18 years of age. You may revoke the nomination at any time.

We will send the card to your address. You may request that a card is cancelled, or that access to a card account is withdrawn at any time.

We may refuse to issue a card to a person if we are unable to verify their identity, or to protect our interests under the facility acting reasonably.

Each cardholder who is not an account controller has limited access to the facility. For example, they may:

- (a) view the statements of their own card account (through internet banking);
- (b) make purchases; and
- (c) obtain cash advances.

Only the account holder or an account controller may request a balance transfer.

4. About the card

You must be 18 years of age or over to apply for a card.

Cards act as a “key” to allow you and any cardholder to access your account electronically. This means you and any cardholder have access to your money away from our branches.

You must have sufficient funds available under your facility to cover each transaction.

Each card should be used solely by the person whose name appears on the card.

The card is only valid from the “valid from” date to the “until end” displayed on the card.

You must sign your card as soon as you receive it and take reasonable steps to ensure that any cardholder also immediately signs their card. A card may not be accepted for use unless it has been signed.

Each card we issue remains our property.

We may retain or require you to destroy a card at any time. If we ask you to destroy a card, you must cease using the card and take reasonable steps to ensure it is destroyed. If we issue a replacement card to you, you must not use the card it replaces but you remain liable for any use of the replaced card.

We may issue a replacement card at any time. Fees may apply.

Your card will be subject to the Visa account updater service (VAU). Under this service, if a merchant approved by Visa has an authority to draw upon your card and the Visa details that they have been provided with have changed, the qualified merchant enrolled in VAU through their acquirer will be able to contact Visa and obtain the updated details we provide to Visa, unless you have advised us that your old card has been lost or stolen. VAU helps maintain the continuity of payment relationships for cardholders and merchants by reducing the opportunity to switch payment methods or cancel services when account information changes. VAU may also support an issuer's use of Visa's other services. It is not possible to opt out of this service. If you have concerns about what this may mean for you, please contact us.

You or an account controller must activate a card before a cardholder can use it by calling 13 19 87 within 21 days of receiving the card. We may refuse to activate a card in order to protect our interests under the facility, acting reasonably.

A cardholder must destroy any card that is no longer valid, as soon as they become aware that it is no longer valid.

5. Limits

5.1 The facility limit

The facility limit is the maximum amount of credit that may be obtained under the facility, including any accrued fees or interest charges. You must take reasonable steps to ensure that the balance owing on all card accounts does not exceed the facility limit.

You must pay us any amount over the facility limit within 2 business days of the facility limit being exceeded.

Any credit balance on a card account will be transferred to the facility and will belong to the account holder. Transactions by any cardholder will reduce any credit balance in the facility.

5.2 Card credit limits

Subject to any transaction limits, a cardholder may drawdown credit up to their card credit limit. The balance owing on their card account must not exceed the card credit limit without our approval. The card credit limit is not increased even if we debit an amount to a card account that results in the balance owing on the card account exceeding the card credit limit.

5.3 Request to change limits

You may ask us to change the facility limit. Any request to increase your facility limit is subject to our usual credit assessment procedure.

You may also ask us to change any card limits at any time (provided the overall card limits do not exceed the facility limit).

If you increase your facility limit or a card limit, this may increase any potential liability with any unauthorised transactions.

If you have any concerns about what this may mean for you, please contact us.

You may reduce your facility limit by doing each of the following:

- give us notice by calling us on 13 19 87 or visiting a branch; and
- ensure your outstanding balance (including any interest or fees accrued but not yet debited to your account) is less than your requested reduced facility limit.

Minimum credit limits apply. For further details, contact us.

5.4 Review

We may review the facility (including the facility limit and the card credit limits) at any time. Following a review, if we act reasonably, you must provide us with any information relevant to the facility or your ability to comply with the terms of the facility (including financial statements) we require relating to you and your business or any security provider.

You must take reasonable steps to ensure that each security provider cooperates with us in conducting our review.

Following a review, we may do any one or more of the following upon providing reasonable notice to you, if we deem it is necessary to do so to protect our interests under the facility, or to prevent us from suffering loss:

- (a) reduce or cancel the facility limit or any or all of the card credit limits;
- (b) require you to provide security (or additional security) for your obligations under the facility; or
- (c) otherwise amend the terms of the facility acting reasonably (including requiring you to agree to additional financial or other undertakings).

If we reduce or cancel the facility limit or a card credit limit under this condition (and you are not in default), you need not immediately repay the amount (if any) by which the balance owing on a card account exceeds the reduced facility limit, but you must continue to make the minimum monthly payment (which is 3% of the balance owing for each card account, rounded up to the nearest dollar) until the balance owing on the card accounts is less than the reduced facility limit.

5.5 Limits applying to your account

Daily limits apply to the transactions you can make on your card account (both on over-the-counter transactions or by using the various access methods). Our current default limits are available at newcastlepermanent.com.au/daily-limits or by contacting us. Those limits may be reduced or increased on request by you (subject to the letter of offer). If you reset your daily limit above our default limits, this may increase any potential liability with any unauthorised transactions. If you have any concerns about what this may mean for you, please contact us.

Acting reasonably, we may vary the limits applying to your account at any time. For further details please see clause 29.

For the purpose of daily limits, each day ends at 12 midnight Australian Eastern Standard Time or 12 midnight Eastern Standard Summer Time in New South Wales (whichever is applicable).

6. The card account

Subject to the terms of the credit card contract, a card can be used to obtain credit from us:

- (a) to make purchases;
- (b) for cash advances;
- (c) for balance transfers;
- (d) for authorised direct debits where card details have been provided to the merchant;
- (e) automatic payment plan; and
- (f) at our discretion acting reasonably for any other transactions permitted by us.

When making purchases or obtaining cash, the card can normally be used where Visa cards are accepted.

You must pay (and we will debit the card account with) all purchases, cash advances, balance transfers, interest charges, government charges, taxes, our fees, and charges payable in connection with the facility and our reasonable expenses for enforcing the terms of the facility.

7. Security for the facility

If a security provider agrees in writing to provide (directly or through other persons) security for the facility to secure your obligation to repay amounts on the card account, then:

- (a) you must ensure that the agreed security is delivered to us in a form acceptable to us before any authorised user uses a payment facility or we provide a cash advance or agree to or approve a balance transfer or otherwise allow credit to be obtained under the facility; and
- (b) you must ensure that they and each security provider are contractually required to comply with all the terms and conditions of the security; and
- (c) you must pay our reasonable costs in arranging, administering (including registering and enforcing), releasing and terminating the security and all stamp and other duties, fees, taxes, and charges payable in connection with the security (except where such costs arise from the mistake, error, fraud, negligence or wilful misconduct of us, our employees, our agents, or a receiver we appoint); and
- (d) where we hold, or during the term of the facility acquire, security of any description securing any other liabilities you may have to us, your liability under the facility will also form part of the money secured by that security.

8. Your codes

We will give you a member number, access code and/or PIN for using some of the payment facilities. You may receive different access codes and PINs for different payment facilities, and you may receive these codes at different times (for example when you register for internet banking or when you obtain your card).

Your codes enable:

- (a) you to use the payment facility linked to each code; and
- (b) us to identify you.

Procedure relating to access codes only: If you register for internet banking, you will need to access and activate the facility. For your protection, we may issue you a temporary code to do this. You can access the facility immediately after receiving your access code. For the purpose of registering to use an application, the access code will be the same as the access code you select for internet banking. You must be registered for internet banking before you can use an application. When you access an application for the first time, you will be required to choose an access code which you can use to access the application each subsequent time.

Procedures relating to PINs only: We will provide each cardholder with a unique PIN for their card. If a PIN is not received, please contact us as soon as possible. We give each cardholder the added convenience and security of being able to personally select your own PIN. We strongly recommend you select a PIN that you can remember and do not record it anywhere. You can also change your PIN once set via internet banking, the banking application or at one of our ATMs. We are authorised to act on all instructions given to us where your member number and codes are correctly provided to us and you are liable for all such transactions.

Subject to any other provision of the terms and conditions, we are not liable for any such unauthorised instructions, unless these are caused by our mistake, error, fraud, negligence or wilful misconduct or that of our employees, agents, or a receiver we appoint.

We may require you to use an additional authentication process when you instruct us to make payments on your behalf using internet banking. This requirement is in addition to any member number and code or other information you must enter when providing instructions using internet banking.

Further information about this process is set out in this document.

We may record and retain by whatever means the details of transactions which you effect using the payment facilities. We may use these records to, amongst other things, establish or verify that a particular transaction was effected through the use of your codes.

9. Security of cards and codes

Ensuring the security of your card, codes and device (as well as the card, codes and device of any authorised users) is very important. You must make every effort to see that your card and any record of your codes is not misused, lost, or stolen. If you or an authorised user fails to observe the security requirements set out in these terms and conditions you may be held liable for any unauthorised transactions.

10. Your obligations

You must:

- (a) keep secure and protect your codes, member number and confidential identification details. You must keep details of these separate from each other;
- (b) not disclose your codes, or make them available to any other person (including a family member, friend or one of our staff);
- (c) use care to prevent anyone else seeing or hearing your codes at any time including at an ATM, while using eftpos or when you enter your details into a telephone or computer;
- (d) not be careless in failing to protect the security of your codes, member number or card;
- (e) sign your card as soon as you receive it;
- (f) not record your codes (or your disguised codes) on your card, device or any article normally carried with your card or device or which is liable to loss or theft with your card or device;
- (g) if a device is not needed to perform a transaction, not keep a written record of any codes needed to perform a transaction on one or more articles liable to be lost or stolen simultaneously (unless you have made a reasonable attempt to disguise the codes);
- (h) always keep your card in a secure location;
- (i) check regularly that you have your card;
- (j) not leave your card with a merchant or in an ATM;
- (k) not permit any other person to use your card;

- (l) log off from internet banking when you are finished an internet banking session;
- (m) if using a public computer or mobile device to access internet banking you must clear the computer or device cache or history after you use internet banking;
- (n) destroy any expired card; and
- (o) not act with extreme carelessness in failing to protect the security of your card and access codes.

11. Protecting your codes

We give you the option of selecting your codes.

We strongly advise you to select codes that you can remember without needing to make a written record of it or anything which reminds you of it.

You must not select or disguise your codes using any of the following combinations (or parts of them):

- (a) dates of birth;
- (b) telephone numbers relating to you (including your mobile or work number);
- (c) car registration numbers;
- (d) family members' names;
- (e) social security numbers; or
- (f) licence numbers.

In addition, you must not:

- (a) disguise your code by reversing the number sequence;
- (b) record your disguised code on your card;
- (c) describe your disguised record as an "access code", "password", "PIN", "record" or similar;
- (d) disguise your code using alphabetical characters or numbers: A = 1, B = 2, C = 3, etc. or in any other manner which would be reasonably recognisable; or
- (e) store your access code in any low security electronic device of any kind, such as (but not limited to):
 - (i) calculators;
 - (ii) computers;
 - (iii) electronic organisers; or
 - (iv) all kinds of telephones.

There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your access code.

You must exercise extreme care if you decide to use a memory aid for your access code.

11.1 Cardholders

We also give each cardholder a PIN. You must ensure that each cardholder protects their card and stores their PIN as safely as these terms and conditions require you to.

12. Lost or stolen card or codes

You or any other authorised user must notify us as soon as possible if:

- (a) a code or card is lost or stolen;
- (b) you or an authorised user suspects that a code has become known to someone else; or
- (c) you or an authorised user suspects any unauthorised use of a card, code, or account.

You may notify us in Australia by contacting us on 13 19 87, by visiting a branch or via internet banking. In the case of a card, if you are overseas, please telephone or visit any bank displaying the Visa logo.

If you do not notify us of a lost or unauthorised use of a code or card as soon as possible, you may be liable for any unauthorised transactions.

Certain classes of third parties may also report your card as lost or stolen. These third parties may include Visa, other financial institutions and First Data Resources Australia Limited ACN 002 603 830 who provide support services to us. If your card is lost or stolen and you are unable to contact us yourself, we may also accept a report from a third party known to you that your card has been lost or stolen. Please contact us for further information.

You must give us all relevant information you may have about the loss, theft or unauthorised use/knowledge of a card or code so that we can suspend access to your impacted accounts through your card or any other impacted payment facility.

When you report the loss, theft or unauthorised use/knowledge of a card or code, we will give you a notification number (or other form of acknowledgment). You should retain that number as confirmation of your report, and the date and time it was made.

In Australia, if you are unable to contact us because our facilities are unavailable at particular times, you will not be liable for any unauthorised transactions made which may have been prevented if you were able to contact us. However, you must continue to attempt to contact us, until such time as you are able to contact us or a class of third parties that may notify us, so that we can be made aware of the loss, theft or unauthorised use/knowledge of a card or code within a reasonable time of our unavailable facilities becoming available again.

Any unreasonable delay caused by you in notifying us of the loss, theft or unauthorised use/knowledge of a card or code may mean you are liable for some or all of the loss incurred as a result of unauthorised access or transactions made using your card or codes.

If a card which has been reported lost or stolen is recovered, it must not be used again and must be destroyed.

You can also use internet banking to restrict access to a card if it has been lost, stolen or you suspect any unauthorised use of the card has occurred.

13. Liability for unauthorised transactions involving a card, PIN or access codes

You will not be liable for losses that arise from unauthorised transactions if the cause of the loss is any of the following:

- (a) fraud or negligence of our employees or agents or a third party involved in networking arrangements or a merchant or their employees or agents;
- (b) a transaction requiring the use of your (or an authorised user's) card, PIN or passcode, that occurred before you (or an authorised user) received the card, PIN or passcode. This also applies to reissued cards.

You will be liable for all losses (and transactions made on your account):

- (i) occurring before notice is given to us of the loss, theft or misuse of your or an authorised user's card, PIN or access code, if you fail to notify of the loss, theft or misuse within a reasonable period of time; or
- (ii) occurring because of you or an authorised user (or any other person authorised by an authorised user) performing a transaction.

To the extent possible under law, we are not liable to you for loss or damage (whether direct or indirect) if we cannot carry out our obligations because of acts of nature, acts of government or government agencies, strikes, industrial dispute, fire, flood, storm, riots, terrorism, power shortages or failures, equipment failure or malfunction, or any other unforeseen circumstances or circumstances beyond our control.

14. Using your card to obtain goods and services

14.1 At a merchant

You can normally use your card to obtain goods and services at merchants (such as shops, restaurants, and theatres) in Australia and overseas where the Visa logo is displayed, as follows:

- (a) all cards can be used in Australia and throughout the world where Visa is accepted; and
- (b) contactless-enabled cards can be used at participating merchants.

The fact that the Visa logo is displayed at a merchant's premises does not mean that we guarantee:

- (c) the hours which a terminal will be available (these hours may vary in accordance with the merchant's trading hours);
- (d) that the merchant will accept your card; or
- (e) that the merchant will not place other limitations on the use of your card.

14.2 Through mail order, by telephone or using the internet

You can use your card to obtain goods and services through mail order, by telephone or by using the internet, where the merchant accepts that form of payment.

We are not responsible for purchases by you using a card unless the law makes us liable.

You or any authorised user must not use a card in a manner that will be in breach of the law.

For example, from 11 June 2024, certain gambling service providers are prohibited from accepting credit cards as a form of payment under the Interactive Gambling Act 2001. You or any authorised user must not use a card to make payments for such services.

A purchase from a merchant is a legal transaction between you and that merchant, and the merchant is usually responsible for providing the goods or the performance of the services. We are not responsible for goods or services obtained by you using your card unless the law makes us liable. Therefore, if you have any complaints about goods or services, you must take them up with the merchant. If you are unable to resolve the matter with the merchant, you may have chargeback rights.

14.3 When a merchant places a “hold” on funds in your account

Sometimes a merchant will require the details of a card before a purchase is made.

For example, a hotel might require you to hand over your card at the beginning of a stay as security for the cost of your accommodation. When this happens, the hotel will normally take an electronic swipe of the card and then return the card to you. The electronic swipe will confirm to the hotel that you have sufficient available funds in your card account to cover the cost of your stay.

This does not amount to a transaction, however a “hold” will be placed on funds in the account up to that amount. You will not be able to access those funds until the “hold” is removed. When a transaction for this amount is processed, the “hold” will be removed. If, for example, at the end of your stay you choose to pay with cash instead of your card, or the amount of your bill is greater or lesser than the amount over which the hotel has placed a “hold”, the “hold” may not be removed and you may not be able to access all of the funds in your card account. You may be prevented from accessing those funds over which the hotel has placed a “hold” for a period of up to 14 days.

You may cancel the “hold” by:

- (a) performing a transaction with that merchant for an equal amount; or
- (b) asking the merchant at the time the cardholder performs the transaction to remove the “hold”; or
- (c) providing us a copy of a merchant authorisation confirming they have no further interest in the funds.

For further information, please contact us.

14.4 Authorisation

You must check that the correct amount is entered in a terminal or at the point of purchase before you authorise the transaction.

14.5 When unforeseen circumstances occur

Except as stated elsewhere in the credit card contract and subject to the relevant statutory warranties under the law, we are not liable to you for loss if we cannot carry out our

obligations because of industrial dispute, equipment failure or malfunction (other than due to negligence on our part), or any other unforeseen circumstances or circumstances beyond our control. Unless prohibited to do so by law, we may send by electronic communication any information required to be provided by:

- (a) forwarding such information to an authorised user’s card or electronic equipment or to an electronic address nominated by the authorised user; or
- (b) making such information available for retrieval at an electronic address nominated by us.

15. Cash advances

A cash advance occurs when a cardholder uses their card to obtain cash (including through an ATM using their PIN or through one of our branches) or when money is transferred from the card account to another account (including through internet banking). Cardholders can also obtain a cash advance from other financial institutions in Australia and from any ATM or branch of financial institutions throughout the world where Visa is accepted, subject to any rules of the financial institution.

We do not warrant that ATMs will always have money available.

A cash advance fee may apply. When using your card overseas or in Australia at other financial institutions (for both over the counter transactions and at ATMs), the relevant financial institution may levy an additional charge for the cash advance, the amount of which may vary from institution to institution.

The charge will be payable in addition to the cash advance fee or any other fee imposed by us and will be included in the total cash advance amount printed on your statement.

The minimum and maximum amount of cash that you or a cardholder may obtain may vary depending on which financial institution or ATM you use. We charge interest on the cash advance amount debited to the relevant card account at our cash advance rate from the date the cash advance amount is debited to the account.

We may change the minimum or maximum amounts of cash advances from time to time acting reasonably. For further details please see the clause entitled ‘Variation’ below.

If a card account is used for an automatic transfer, then that payment will be treated as a cash advance. BPAY® (registered to BPAY Pty Ltd ABN 69 079 137 518) payments will either be treated as a cash advance, or as a purchase (depending on the merchant).

16. Vouchers

You agree that the amounts shown on each sales voucher and withdrawal slip are sufficient evidence of the purchase price of the goods or services to which the voucher or withdrawal slip relates (unless they are proved to be incorrect). You should check the amounts appearing on the voucher or withdrawal slip when you receive it. You should notify us as soon as possible if you disagree with the amount shown.

17. Using a terminal

When you or any cardholder uses a PIN and/or card at a terminal (which includes using your card through the Visa easy payment service or a contactless-enabled card at a contactless terminal), you authorise us to act on the instructions entered into the terminal.

Once money has become physically available to you or an authorised user from a terminal, its security is no longer our responsibility.

18. How we process transactions if you use your card outside Australia

You can normally use your card or cardholders can use their card on your card account to obtain cash and / or make a purchase in local currency at most overseas terminals or via online channels (for example, merchant websites) displaying the Visa logo.

International transaction conversion rates are set by Visa and can fluctuate until the time the transaction is debited to your card account. Transactions are converted from the currency of the transaction to the Australian dollar equivalent (or to United States dollar then to the Australian dollar equivalent), as at the date they are processed by Visa. Both debits and credits in foreign currencies to your card account are subject to international conversion rates.

A foreign currency conversion fee may apply and is set out in the letter of offer. This fee may change from time to time. The foreign currency conversion fee occurs at the time of the international transaction and is listed on your statement in Australian dollars.

Unauthorised foreign currency transactions under dispute which are refunded to your card account are subject to international transaction conversion rates. This may result in the initial debit and the corresponding refund having different Australian dollar values.

All international transactions are listed on your statement in the currency of the transaction and the Australian dollar equivalent.

Some merchants may display the price of a purchase in Australian dollars, despite still charging a cardholder for the purchase in foreign currency. When this is the case, the transaction must still be converted to Australian dollars as mentioned above before the amount of the purchase is debited to the relevant card account. You will be charged a fee in connection with a transaction in a currency other than Australian dollars, including any transaction displayed in Australian dollars but charged in a foreign currency. For more information, see the letter of offer.

19. Using foreign ATMs

The financial institution that owns the ATM can determine from time-to-time what transactions can be carried out at their ATMs and can impose cash limits on their ATMs. You should check with the financial institution that owns the ATM if you have any questions about what transactions are available or what cash limits apply.

We do not accept any responsibility for an operator of another ATM imposing restrictions or conditions on the use of that ATM including any fees.

20. Authorising a transaction

Some transactions require authorisation from us. We can refuse to authorise a proposed transaction if:

- (a) the credit card limit will be exceeded;
- (b) the relevant card has been reported lost or stolen; or
- (c) for any other reason we consider reasonably necessary to protect our interests (in some cases these decisions may be made by our computer systems, applying business rules that are intended to prevent losses to us, our members, or others).

You authorise us to give necessary information to other persons for the purpose of authorising transactions.

You authorise us to debit your card account with the amount of any purchases or cash advances and any associated fees and charges, and for any other transactions made using any card under this credit card contract.

21. Balance transfers

You may request us to make a balance transfer payment.

Applications for balance transfers are subject to our approval, acting reasonably. Balance transfer payments may only be made to a credit card issued by another Australian financial institution or a major store card unless we indicate otherwise.

In respect of any balance transfer payment we make, a minimum balance transfer amount of \$500 will apply, and a maximum amount will be determined by us (subject to your credit limit). A cardholder (other than the account owner or the account controller) cannot apply for a balance transfer.

We will charge interest at the balance transfer rate on the balance transfer amount from the date the amount is transferred to your card account.

A balance transfer amount can be subject to a promotional plan rate. On expiration of a promotional plan rate, the outstanding balance transfer amount (including any accrued interest and fees) will be subject to the balance transfer rate.

You must continue to make all necessary payments to your credit card account with your financial institution or other card issuer until you receive confirmation from us that the balance transfer has been processed, and the balance transfer amount has been credited to your card account.

We are not liable for:

- (a) delays in receipt or non-receipt of any relevant application form in respect of a balance transfer;
- (b) expenditure, overdue payments or accrued interest, fees and charges incurred on other accounts held by you;
- (c) except to the extent arising from the mistake, error, fraud, negligence, or wilful misconduct of us, or any of our officers, agents, or employees.

22. Issuing statements

We will issue you a statement for your card account monthly. We may not issue you a statement if:

- (a) the amount outstanding on the card account is \$0 and there have been no transactions during the statement period;
- (b) we have written off the amount you owe us on the card account and no other entries have been made since the previous statement date;
- (c) you have failed to comply with the terms of the facility over three consecutive statement periods, including the last statement period, and we have not given credit on the card account during the last statement period; or
- (d) other circumstances exist where the law does not require us to.

Each card account statement will include information about the card account including:

- (i) amounts payable immediately (if any);
- (ii) a closing balance which tells you how much you owe;
- (iii) the minimum payment amount (if any) you must make;
- (iv) the date on which the minimum payment amount is due for payment; and
- (v) any other details the law requires us to provide.

You may ask us in writing to give you a written confirmation of the amount owing on the card account at any time and the particulars of the items making up that amount. If so, we will provide that confirmation of the amount owing to you at the earliest practicable time.

23. Payments

You must make regular monthly payments and must pay the minimum regular monthly payment. The minimum regular monthly payment will normally be made up of the following:

- (a) the greater of 3% of the balance owing at the end of each statement period (rounded up to the nearest dollar) or \$10 (whichever is higher);
- (b) any amounts exceeding the card credit limit; and
- (c) any overdue amounts.

The amount of the minimum payment will be specified in each statement and is to be paid on or before the due date specified in the statement. Additional payments can be made at any time.

If the closing balance owing for a statement period is less than \$10, then that amount must be paid in full.

Although you can reduce your closing balance by making a payment during the statement period, it is also necessary to make at least the minimum payment before your payment due date.

24. Methods of payment

You must pay your card account in Australian currency in Australia.

You cannot pay it through a financial institution overseas. If you are overseas (and you are unable to make payments over the phone or through electronic equipment), you must arrange for someone in Australia to make payments to your card account.

You can make your payments in ways listed on your statement.

Payments made using electronic equipment will be processed as soon as possible however, may not be processed, or made available until we have received cleared funds. Payments made to or from accounts with other financial institutions from or to your card account are also subject to any relevant processing cut off time of the other financial institution. Payments made through BPAY® are subject to processing times as detailed in clause 38.

Funds credited to your card account due to refunds, adjustments or as a result of chargebacks are not considered payments for purposes of determining whether you have paid the required minimum payment amount.

25. Processing payments

Payments are only made when we credit them to your credit card account. We credit a payment to your credit card account as soon as possible, however, payments will not be processed and funds will not be made available until we have received cleared funds.

Proceeds of cheques are subject to our clearance requirements and the clearance requirements of other relevant financial institutions. It usually takes 3 business days for cheques to clear after they have been deposited, but it may take longer. If you pay by cheque and the cheque is dishonoured, we treat the payment as if it was never made.

25.1 Crediting of payments to your credit card account

Payments to your credit card account are allocated as determined by us from time to time. Any allocations will be made in accordance with the law.

26. Interest

26.1 Interest-free days for purchases

The maximum interest-free period applicable to your credit card account is detailed in your letter of offer. The interest-free period is only available on purchases.

The actual interest-free period may be less than the maximum interest-free period for your credit card account, due to the date on which the purchase is made and the date on which a statement period ends.

Each statement tells you the closing balance on the credit card account at the end of the statement period as well as the due date for payment for that statement period.

Example of how an interest-free period works

In this example:

- there is a 55 day interest-free period; and
- the statement period begins on the 1st of September, this is the same date the 55 day interest-free period begins.

If the statement period ends on the 1st of October, you then have 25 days, ending on the 26th of October to make the minimum payment, or to pay the entire closing balance to receive your interest-free period. The 55 days commencing on your statement period start date (in this example, the 1st September) makes up your interest-free period.

To avoid paying interest in this example, you would need to pay off the entire closing balance (as at the 1st October) by the 26th of October.



26.2 Using the full interest-free period for purchases

If you want to make use of the interest-free period, each month you must pay the closing balance (including any accrued interest, fees and charges) on each statement in full by the due date. If you do not pay the closing balance in full by the due date, you will no longer receive an interest-free period for new purchases until the next time you pay your closing balance in full by the due date.

26.2 How interest is calculated

We calculate the interest we charge by using the daily percentage rates applying to the facility. The daily percentage rate is calculated by dividing the applicable annual percentage rate by 365 (366 days in a leap year). For example, the daily percentage rate for the purchase rate is calculated by dividing the purchase rate by 365 (366 days in a leap year).

26.3 Interest on purchases

Subject to clause 26.1, we charge interest on purchases debited to the card account and on any unpaid interest relating to purchases at the purchase rate.

If you do not pay the closing balance in full by the due date, interest will be calculated on the following amounts:

- the unpaid closing balance, from the day after the due date;
- purchases made on or prior to the due date, from the day after the due date; and
- purchases made after the due date, from the date of the purchase.

For any statement period there may be some purchase amounts on which we charge interest and some on which we do not charge interest.

For example:

- if a cardholder has made purchases during a statement period and is eligible to receive interest-free days for those purchases (but has incurred a fee during that statement period), we do not charge interest on those purchases but we may charge interest on the fee incurred during the statement period;
- if you did not pay the closing balance in full by the due date, then you will incur interest on all purchases made after the due date, from the date of the purchase up until the date you pay the balance in full.

For all outstanding amounts on which interest is payable, we calculate interest on those repayable amounts for a statement period in three steps:

- first, we average the outstanding daily amount on the card account during the statement period for purchases on which we charge interest and accrued unpaid interest relating to purchases which have been charged to the account over the statement period;
- then we multiply this average by the daily purchase rate applying to the card account; and
- finally, we multiply this amount by the number of days in the statement period, or from the last due date, if the full closing balance was not paid in full on the due date.

The result we get from the last step is the amount of interest on purchase amounts we charge to the card account in the statement period.

26.4 Interest on balance transfers and cash advances

We charge interest on balance transfers debited to the card account and on any unpaid interest relating to balance transfers at the balance transfer rate.

We charge interest on cash advances debited to the card account and on any unpaid interest relating to cash advances at the cash advance rate.

For all outstanding amounts on which interest is payable, we calculate the interest on balance transfers and cash advances for a statement period in three steps:

- first, we average the outstanding daily amount of the balance transfers plus any accrued unpaid interest relating to balance transfers which have been charged to the account over the statement period. We also average the outstanding daily amount of cash advances plus any accrued unpaid interest relating to cash advances which have been charged to the card account over the statement period;
- then we multiply the average balance transfer amount calculated in the preceding step by the daily balance transfer rate applying to your card account. The daily percentage rate for balance transfers is calculated by dividing the balance transfer rate applying to the card account by 365 days (366 days in a leap year). We also multiply the average cash advance amount calculated in the preceding step by the daily cash advance rate applying to the card account. The daily percentage rate for cash advances is calculated by dividing the cash advance rate applying to the card account by 365 days (366 days in a leap year); and

- (c) finally, we multiply the amounts calculated in the preceding steps by the number of days in the statement period.

The two figures we get from the last step are the amounts of interest on balance transfers and cash advances (respectively) that we charge to the card account in the statement period.

26.5 Calculating and debiting interest charges on balance transfers subject to a promotional plan rate

If a balance transfer is subject to a promotional plan rate, we charge interest on the balance transfer and on any unpaid interest relating to the balance transfer at the promotional plan rate. We calculate interest on a balance transfer subject to a promotional plan rate for a statement period in three steps:

- first, we average the outstanding daily amount of the balance transfer plus any accrued unpaid interest relating to the balance transfer which has been charged to the credit card account over the statement period;
- then we multiply the average balance transfer amount calculated in the preceding step by the daily promotional plan rate applying to your credit card account; and
- finally, we multiply the amount calculated in the preceding step by the number of days in the statement period.

The results we get from the last step is the amount of interest on the balance transfer subject to a promotional plan rate that we charge to your credit card account in the statement period.

26.6 When interest is debited to a card account

We usually debit a card account on the last day of each statement period:

- with the interest we calculated during that statement period up to and including that last day; and
- once you repay your debt, for any interest owing on the balance prior to the card account being repaid in full.

Some transactions and/or associated interest, fees and charges authorised on your credit card account on or before the last day of a statement period may not appear on your statement due to processing cut off times of the merchant or other financial institutions. In these circumstances, such transactions, associated interest, fees and charges will appear on a subsequent statement.

27. Fees and charges

We debit all fees and charges to the card account as described in the letter of offer.

Certain unpaid fees and charges debited to a card account will incur interest. The rate at which the unpaid fees and charges will incur interest depends on the nature of the fee or charge. For example, a fee or charge incurred in respect of a cash advance will incur interest at the cash advance rate.

28. Reporting mistakes and claiming chargebacks

You and each cardholder should keep all vouchers and transaction records provided by merchants, financial institutions, and electronic equipment, and also any records of any current regular payment arrangements. You should check the details and entries on each statement for accuracy as soon as it is received.

The date appearing on a transaction record may not be the date shown on your statement.

You should tell us promptly if you think there is an error, discrepancy, or unauthorised transaction in your statement. If you delay telling us it may limit our ability to resolve any subsequent complaint. If you do not tell us within 120 days from the transaction date, we may lose our chargeback rights. If you tell us after this time and we cannot chargeback the transaction you may still be liable for that transaction.

We may not be able to chargeback any disputed regular payment arrangement or transaction if you cannot provide evidence that you cancelled the authority before the date the disputed transaction was processed.

Chargeback rights do not apply to BPAY payments made using your card account as detailed in clause 36.10.

If you dispute a transaction on a card account or any transaction involving use of a card and code, you should call us on 13 19 87 or visit one of our branches to complete a request to have the transaction investigated.

If your request relates to a transaction involving use of your card and code and it cannot be resolved immediately, we will write to you and tell you of our procedures for investigating and resolving your request.

Clause 41.1 details further our dispute resolution procedures.

If we reasonably determine as a result of our investigations that a card account has incurred an unauthorised transaction, we will adjust the card account (including any associated interest and fees and charges) and advise you of the amount by which the card account has been debited or credited. Credits made to your card account as a result of a chargeback may not be available to use immediately as the merchant may dispute the chargeback.

Transactions which are refunded and are in currencies other than Australian dollars are converted to Australian dollars as at the date they are processed by Visa using exchange rates determined by Visa. This may often result in the refunded transaction being converted using an exchange rate different from the one used to convert the original transaction, resulting in a different amount being debited or credited to your credit card account.

If we reasonably determine that card account has not incurred an unauthorised transaction and that you are liable for the whole or part of the loss, we will give you copies of documents and other evidence on which we base our findings subject to any relevant laws restricting us from doing so.

29. Internet banking

Please note: References to “internet banking” include our banking apps for mobile devices.

29.1 Applying for internet banking

You can request to access internet banking by contacting us. Approval of a request is at our discretion. To access an application issued by us via our internet banking services you must first be registered for internet banking.

If your application for internet banking is approved, your card accounts will be accessible via internet banking with full access unless you request otherwise. The letter of offer will set out any limitations or restrictions regarding the payment facilities.

29.2 Authorised internet banking users

Subject to any restrictions set out in these terms and conditions, you may be able to authorise one or more persons to:

- (a) access information on your registered account(s) by allowing them view only access; or
- (b) access and transact on your registered account(s) by allowing them full access, via internet banking.

If administrator access is offered as part of our internet banking service, you may be able to authorise one or more persons to access, transact on, and administer your registered account(s) by allowing them administrator access via internet banking.

You can arrange this by contacting us. We do not have to agree to your request. If approved, we may issue that person with the requested means to access internet banking. You may request us to cancel this authority at any time by contacting us. An authorised user registered to use internet banking can also make a request directly to us requesting that their authority is revoked. You consent to us giving an authorised user registered to use internet banking information about your account.

If you allow a person administrator access, that person will have the same level of access to your accounts via internet banking as other persons with administrator access (including the ability to change or remove your access to your accounts via internet banking or the access of another person with administrator access). However, a person with administrator access will not be able to close the account or open new accounts for you.

If you have concerns about what this may mean for you, please contact us.

When you or an authorised user registered to use internet banking instructs us to carry out an action or make a transaction using internet banking, we will act on the instructions of that person. You are wholly liable for any loss or damage you or a third party suffers as a result of us acting upon those instructions, except to the extent that any such loss or damage is due to our mistake, error, fraud, negligence or wilful misconduct, or that of our employees or agents. Some limitations may apply to the actions that can be carried out by an authorised user registered to use internet banking – contact us for further information.

29.3 Services available using internet banking

You can find out information about our internet banking services by visiting our website at newcastlepermanent.com.au.

29.4 Authentication process

We may require some internet banking services and functions including, but not limited to, daily payment limits, BPAY payments and internet banking transfer payments to be authenticated using a password, access code or other authentication method.

You may be required to provide a current mobile telephone number as part of the authentication process. You must keep us up to date with your current mobile telephone number if this is the case. If you choose not to register or don't provide us with a current mobile telephone number, some internet banking services and functions may no longer be available to you or may require an additional authentication process.

Once you are registered, you may be asked during an internet banking session to authenticate a service or function using this facility. If this occurs, then you will be provided with instructions that you will be required to follow to access the service or function requested.

The authentication process is used to confirm the service or function initiated during your internet banking session.

29.5 Transferring funds

Transfers can only be made from eligible accounts that are currently registered for internet banking. The receiving account can either be held with us or held with another financial institution.

29.6 Availability

We will make reasonable efforts to ensure the availability of internet banking. If you discover that internet banking is unavailable, please contact us. Subject to any warranties implied by law that cannot be excluded, we are not liable to you for or in connection with any loss or damages you incur or suffer (including without limitation losses or damages for loss of profits, business interruption, negligence or wilful conduct, loss of information, indirect, special, punitive, or consequential losses or damages) as a result of:

- (a) the failure of internet banking to perform in whole or in part any function which we have specified it will perform;
- (b) the unavailability of internet banking to you in whole or in part because of the failure of the communication network or any circumstance beyond our reasonable control; or
- (c) delays or errors in the execution of any transaction or instruction because of the communication network or any circumstance beyond our reasonable control.

29.7 Security of information

We will take reasonable precautions to ensure that information transmitted by us about your facility remains confidential and protected from unauthorised access however errors may occur (some of which are beyond our control) in which case we will take steps to rectify any unauthorised access. We will not be otherwise liable for any unauthorised access by any means to that information. We are not liable for any unauthorised access caused by a third party beyond our reasonable control.

29.8 Accuracy of information

We will take reasonable steps to ensure that the information that we make available to you through internet banking is correct and updated regularly.

We will not be liable for or in connection with any inaccuracy, errors or omissions in that information because of the communication network or any other circumstances beyond our reasonable control.

29.9 Using alert services

You acknowledge that an authorised user registered to use internet banking may at any time activate the alert service through internet banking or activate push notification through the banking application and by using the alert service or push notification, may access information on your registered accounts.

You may nominate only one email address or one mobile phone number (which can receive SMS) for the provision of the alert services. This email address or mobile telephone number must be your own.

You are prohibited from using an alert service for the transmission of any defamatory, offensive, abusive, indecent, or harassing material. We may revoke or cancel any alert service without notice should you engage in this type of behaviour.

30. Variation

IMPORTANT: We can make changes to this credit card contract at any time (except interest rate changes during a promotional plan rate period). In making any changes, we will act reasonably.

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 (except during any promotional plan rate period);
- (b) changing the amount or time for repayments;
- (c) changing the frequency of any payment;
- (d) changing the amount or frequency of the 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.

We will give you:

- (i) At least 20 days notice of a change to the manner in which interest is calculated or applied;
- (j) notice of a change to the interest rate(s) applicable to your loan not later than the day on which the change takes effect;
- (k) At least 20 days notice of a change to the amount, frequency or due date of your repayments;
- (l) At least 20 days notice of a change to the fees and charges payable;

- (m) notice of a change to any government charge or tax reasonably promptly after the government notifies us (unless the government itself publicises the information); and
- (n) At least 20 days notice of any other change we make to this credit card contract that we consider to be materially adverse to you.

We may give you a shorter notice period or no notice if the change is not materially adverse to you or reduces your obligations. We may also not give you notice of a change to the amount of your repayments if your repayments are determined by reference to a method of calculation.

We will notify you of any change or variation to this credit card contract either in writing (including by electronic means) or by publishing a notice that is accessible to you and reasonably prominent. Any variation will take effect from the date specified in the notice of change we give you.

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 35.

31. 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.

31.1 Events of default

You will be in default under this credit card contract if:

- (a) you fail to pay any money due to us under your credit card contract or any other agreement with us (including an agreement with any of our other brands such as Greater Bank) by the due date for payment;
- (b) you do not pay any amount exceeding \$50,000 to any person other than us by the due date for payment;
- (c) you or a security provider become bankrupt, are wound up, or become subject to administration or receivership or any similar thing under any law;
- (d) you or a security provider become insolvent;
- (e) you are sentenced to prison for a term of 12 months or more (if applicable);
- (f) any information you or any authorised user or any security provider gave to us in relation to this credit card contract is found to be materially untrue or misleading; or
- (g) early repayment is required under any other agreement, or default based action is taken against you or a security provider by us under any other agreement, in each case due to an event of default of the kind described in this clause.

31.2 Our rights on default

If you are in default under this credit card contract, we may take any of the following actions:

- (a) Suspend your card and any authorised user's card.
- (b) Cancel your card and any authorised user's card. You must destroy your cancelled card if you have access to it.
- (c) 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 (subject to clause 31.4).

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.

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

In some circumstances we may give you a notice requiring you to rectify the default (if it can be rectified) within a certain reasonable time of our notifying you of the default. In other circumstances we may not have to give you a notice (for example, if a court excuses us from giving a notice or the law does not compel us to do so in any event).

If you are in default and:

- (a) you do not fix the default in the time allowed by the notice we give you; or
- (b) the default cannot be fixed and the time stated in the notice we give you elapses; or
- (c) we do not have to give you a notice,

then we may decide, without further notice, that all money owing by you under your credit card contract is due and payable immediately, to sue you for payment of the money you owe us and/or to terminate your credit card contract. On termination of your credit card contract, you must immediately destroy your card and any card issued on your credit card account to an authorised user. We can do any or all of the above things in any order.

If any obligation to pay us an amount under your credit card contract becomes merged in a court order, then you must pay interest on that amount as a separate obligation. The interest rate we apply from time to time is the higher of the annual percentage rate chargeable under your credit card contract and the rate payable under the court order. We calculate the interest daily and may debit your credit card account:

- (a) monthly; and
- (b) on the day the credit card account is repaid in full, with the interest calculated up to the end of the day prior to the date of full repayment.

If you are in default, we may use funds you have in other accounts with us toward repaying us the amount owing under that default, and without giving you prior notice, but we will notify you after we do this.

31.3 Enforcement expenses

Enforcement expenses may become payable by you if you default under or breach this credit card contract. We may debit your credit card account with our enforcement expenses at any time after they are incurred.

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).

Enforcement expenses payable by you will not exceed our reasonable enforcement costs (including internal costs).

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.

31.4 When we can take action if you are a small business

Despite anything else in this credit card contract, if you are a small business, and an event of default occurs, we will not:

- (a) require you to repay the amounts owing under this credit card contract; or
- (b) take enforcement action against you; or
- (c) enforce any security interest held to secure repayment of your loan, unless:
 - (d) we have given you written notice of the event of default that complies with the notice period specified in this clause; and
 - (e) if the event of default is remediable, you have not remedied that event of default within the notice period specified this clause.

If you are a small business and an event of default occurs:

- (f) we do not have to give you any notice if the event of default is an event of default under clauses 31.1(c), 31.1(f) or 31.1(g).
- (g) we will give you at least 30 days written notice if the event of default is an event of default under clauses 31.1(a) or 31.1(b); and
- (h) we will give you at least three months written notice if the event of default is an event of default under clauses 31.1(e) or 31.1(f).

32. Cancelling or suspending a payment facility

We may cancel, suspend, or limit access to a payment facility at any time without notice to you if we reasonably believe the payment facility is being used in a way that may cause loss to you or us, to protect our interests under these terms and conditions, or for any other reason determined by us acting reasonably. If we cancel your credit card, we will tell you and, if appropriate, give you the general reasons for doing so.

Without limiting the circumstances in which we may cancel or suspend a payment facility, we may cancel or suspend:

- (a) a payment facility if we reasonably believe member numbers or codes are being used, or will be used, in a way that will cause loss to you or us;
- (b) a payment facility if you or any authorised user breach any of the terms and conditions;
- (c) a payment facility if we reasonably believe you induced us to issue the payment facility by fraud;

- (d) a payment facility if your account is closed;
- (e) a payment facility if we are required to do so by law or court order;
- (f) a payment facility if any user is suspected of being involved in fraudulent activity in dealing with us;
- (g) a payment facility if we deem your use is inappropriate, acting reasonably;
- (h) your access to internet banking if no user has successfully logged into internet banking for a period of 90 days and there are no future scheduled payments awaiting payment;
- (i) your access to internet banking if you have closed all your registered accounts;
- (j) a payment facility used for the transmission of any defamatory, offensive, abusive, indecent or harassing material. We may cancel or suspend any payment facility without notice should you engage in this type of behaviour.

If we cancel or suspend a payment facility in accordance with this clause we will give you prior notice unless it is not practical to do so. If following cancellation or suspension you want to continue to use a payment facility you may request to have that service reinstated (if the service is still available) by contacting us.

You may cancel a payment facility at any time by contacting us.

If we cancel or suspend your access to a payment facility, we may refuse any transaction from being initiated or processed through that payment facility without giving any reason or advance notice to you.

If you cancel a payment facility, we will not be able to stop a payment in relation to that payment facility unless you provide us with notice at least 3 business days prior to the due date of the payment. We will take reasonable steps to ensure the payment is cancelled if you provide us with less notice.

You are responsible for cancelling any direct debits, recurring transactions or payment authorities that are linked to a payment facility when that payment facility is cancelled.

33. Cancellation or suspension of your card

We may cancel or suspend your card or an authorised user's card at any time acting reasonably. If we cancel your credit card, we will tell you and, if appropriate, give you the general reasons for doing so. You must use reasonable efforts to destroy the cancelled card as soon as possible after you become aware of it being cancelled. You must still pay the minimum payment amount shown on each statement issued after we cancel your card. We will continue to charge interest, our fees and charges and government charges to your credit card account until you repay your credit card account in full.

For example, we may suspend or cancel your credit card account if we reasonably believe doing so may protect you or another person from harm arising from the use or access to the payment facility in a manner that is abusive. The use of a payment facility in this manner is not tolerated by us.

We cancel your right to obtain credit on your credit card account once we have cancelled your card. You must not try to obtain credit on your credit card account after you have received confirmation that we have cancelled your card. You are responsible for cancelling any regular payment authorities that are linked to your credit card account when your card is cancelled. This includes any regular payment authorities of an authorised user.

You may cancel your credit card at any time by giving us notice by sending a request via our website newcastlepermanent.com.au, calling us on 13 19 87 or visiting a branch.

After we receive your request to terminate your credit card contract, you may continue to be responsible for certain liabilities including:

- (i) transactions made before we fully process the termination of your credit card contract; and
- (ii) interest, fees and charges and our reasonable enforcement expenses which will continue to be chargeable on your credit card account until the outstanding balance is reduced to nil.

We will use reasonable efforts to prevent further transactions using a card that we have cancelled, but in some cases it is not possible for us to prevent further transactions. If there is a transaction on the cancelled card that we are not able to prevent, we may debit the amount of the transaction to the credit card account and you must pay us that amount and any associated interest or fees.

If a card is cancelled, you must make reasonable efforts to immediately destroy the card. Once we accept instructions to cancel an additional card, you will not be liable for losses resulting from any unauthorised use of that additional card by the additional cardholder. You will still be liable for any transactions established by the additional cardholder prior to the revocation of their authority.

34. Suspension of your credit card account

If you do not pay the minimum payment amount for a statement period by the due date, we may suspend your facility and any card account and may not provide any further credit to you. The suspension may remain in place until the facility or card account is brought up to date and you satisfy any other requirements we impose.

We may suspend your credit card account if we reasonably consider it necessary to prevent fraud or other losses to you or us.

If we suspend your facility or any card account you must continue paying the minimum payment amount shown on each statement after the suspension. We continue to charge interest and fees and charges to the facility or card account until you repay in full.

Neither you nor any authorised user must try to obtain credit after we suspend your facility or card account. If we have suspended your facility or card account, the card account may be used after the facility or card account is reinstated.

35. Termination of the facility

Acting reasonably, we may cancel your facility at any time. If you are a small business and we cancel your facility, we will generally give you at least three months notice. This prior notice may not be given where:

- (a) You or any authorised user breach any of the terms and conditions;
- (b) We are required by law or court order; or
- (c) We reasonably consider it necessary to protect you or us from fraud or criminal activity.

If you cancel your credit card account, your credit card contract will end with us when the last of the following have occurred:

- (i) you have destroyed your card and any authorised users' cards issued on your credit card account;
- (ii) you have paid the outstanding balance (if any) of your credit card account; and
- (iii) you have cancelled, and take reasonable steps to ensure that any cardholder cancels, all direct debits and recurring transactions or payment authorities established on the card account.

Direct debits and recurring transactions or payment authorities established on your credit card account will continue to be charged until you cancel each authority with the provider or merchant.

36. BPAY[®] scheme

BPAY transactions are only available through internet banking.

We are a member of BPAY. BPAY is an electronic payments scheme through which you can ask us to make payments on your behalf to billers who participate in the BPAY scheme. We will inform you if we stop being a member of BPAY.

When you tell us to make a BPAY payment, you must give us the information specified below. We will then debit the account you specify with the amount of that BPAY payment.

36.1 BPAY

BPAY payments can be made from eligible accounts that are currently listed on your internet banking facility, provided that:

- (a) BPAY payments can be made from the account;
- (b) there are sufficient cleared funds or credit available in the account to meet the value of the BPAY payment; and
- (c) the relevant biller agrees to accept the amount.

If there is an inconsistency between any of the other terms and conditions applying to your account and these BPAY conditions, the BPAY conditions will apply to the extent of that inconsistency.

The payer acknowledges that the receipt by a biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the payer and that biller.

36.2 BPAY payments

We will not accept an order to stop a BPAY payment once you have instructed us to make that BPAY payment.

You should notify us as soon as possible if you become aware that you may have made a mistake (except for a mistake as to the amount you mean to pay – see below) when instructing us to make a BPAY payment, or if you did not authorise a BPAY payment that has been made from your account. Clause 36.10 (Liability for mistaken payments, unauthorised transactions and fraud) describes when and how we will arrange for such a BPAY payment (other than in relation to a mistake as to the amount you must pay) to be refunded to you.

Subject to clause 36.5 (Cut-off times), billers who participate in BPAY have agreed that a BPAY payment you make will be treated as received by the biller to whom it is directed:

- (a) on the date you make that BPAY payment, if you tell us to make the BPAY payment before our payment cut-off time on a business day; or
- (b) on the next business day, if you tell us to make a BPAY payment after our payment cut-off time on a business day, or on a non-business day.

A delay might occur in processing a BPAY payment where:

- (a) there is a public or bank holiday on the day after you tell us to make a BPAY payment;
- (b) you tell us to make a BPAY payment either on a day which is not a business day or after the payment cut-off time on a business day;
- (c) another financial institution participating in BPAY does not comply with its obligations under BPAY; or
- (d) a biller fails to comply with its obligations under BPAY.

While it is expected that any delay in processing a BPAY payment under this credit card contract for any reason set out in the clause above will not continue for more than 1 business day, any such delay may continue for a longer period.

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

- (i) the amount you told us to pay was greater than the amount you needed to pay, you must contact the biller to obtain a refund of the excess; or
- (ii) the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY payment for the difference between the amount actually paid to a biller and the amount you needed to pay.

When you set up a BPAY payment you may choose to make the payment on a future date. If you have set up a BPAY payment to occur on a future date, you may cancel this payment at least 1 business day before the payment is due to be made.

If you use a credit card account to make a BPAY payment we treat that payment as a credit card transaction.

36.3 Valid payment direction for BPAY

We will treat your instruction to make a BPAY payment as valid if, when you give it to us, your correct member number and access code is provided.

36.4 Information you must give us for BPAY

To make a BPAY payment you must provide us with the following information:

- (a) your member number and access code;
- (b) the account from which funds are to be debited;
- (c) the biller code (this will be recorded on your bill);
- (d) the biller customer reference number (this will be recorded on your bill);
- (e) the amount to be paid; and
- (f) the date the payment is to be made.

You acknowledge that we are not obliged to effect a BPAY payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

36.5 Cut-off times

If you tell us to make a BPAY payment before the time specified on our website at newcastlepermanent.com.au, it will in most cases be treated as having been made on the same day.

As mentioned above, the payment may take longer to be credited to a biller if you tell us to make a BPAY payment on a Saturday, Sunday or public holiday or if another participant in BPAY does not process the payment as soon as they receive its details.

36.6 When a biller cannot process a payment

If we are advised that your BPAY payment cannot be processed by a biller, we will:

- (a) advise you of this;
- (b) credit your account with the amount of the BPAY payment; and
- (c) take all reasonable steps to assist you in making the BPAY payment as quickly as possible.

36.7 BPAY view®

BPAY view® is only available via our internet banking service and not the banking application.

BPAY view enables you to receive your bills from participants of the BPAY scheme electronically. You must register before using BPAY view. You can register by logging onto internet banking and electing to view bills from each nominated biller using BPAY view.

If you register for BPAY view, you agree:

- (a) that we will disclose to each biller nominated by you:
 - (i) your personal information (for example your name, email address and your Newcastle Permanent membership details) as is necessary to enable the biller to verify that you can receive bills and statements electronically using BPAY view; and
 - (ii) that an event in clause 36.8 (b), (c), (d), (e) or (f) has occurred.

- (b) that we or a biller may collect data about whether you access your emails, internet banking and any link to a bill or statement;
- (c) to receive bills and statements electronically in order to satisfy the legal obligations (if any) of a biller to give you bills and statements; and
- (d) that if you register to receive a bill or statement electronically through BPAY view, you are entitled to receive that bill or statement from the applicable biller.

For the purposes of this clause, we will act as the agent for each biller nominated by you under (a) above. You must notify us if any of your personal information changes. You consent to us disclosing your updated information to all other participants in BPAY. You can request access to your information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited ABN 60 003 311 644. If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible for you to use BPAY view. You can deregister a biller at any time using internet banking and the biller will be removed from your list of billers and you will no longer receive electronic bills from that biller. The deregistration will become effective immediately.

36.8 BPAY view – paper statements

You may receive paper bills and statements from a biller instead of electronic bills and statements:

- (a) at your request to a biller (a fee may be charged by the applicable biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- (b) if you or a biller deregister from BPAY view;
- (c) if we receive notification that your email mailbox is full;
- (d) if your email address is incorrect or cannot be found and your email is returned to us undelivered;
- (e) if we are aware that you are unable to access your email or our service or a link to a bill or statement for any reason; or
- (f) if any facility necessary to access BPAY view malfunctions or is not available for an extended period.

We are not obligated to provide you with a paper bill or statement in any of these circumstances.

36.9 BPAY view – notifications

You will be notified of receipt of a bill or statement through our internet banking secure mail service, as well as to your nominated email address. If:

- (a) you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
 - (i) when we receive confirmation that your server has received the email notification, whether or not you choose to access your nominated email; and
 - (ii) at the email address nominated by you;
- (b) if you receive notification on internet banking without an email then that bill or statement is received by you:
 - (i) when a notification is posted on internet banking, whether or not you choose to access internet banking; and
 - (ii) on internet banking.

Bills and statements delivered to you by BPAY view may remain accessible through internet banking for a period determined by the biller up to a maximum of 24 months (unless you delete them). After 24 months, they will be deleted, whether paid or not.

You should contact the relevant biller if you have any queries in relation to bills or statements.

If you have registered with a biller for BPAY view, the alert service will also enable you to set-up alert services for your bills.

If you register for BPAY view, you must:

- (a) check your emails or access internet banking at least once a week;
- (b) tell us if your contact details (including email address) change;
- (c) tell us if you are unable to access your email or internet banking or a link to a bill or statement for any reason; and
- (d) ensure your mailbox can receive notifications (e.g. ensure it has sufficient storage space available).

Unless expressly provided for in these terms and conditions, we are not responsible for arranging or ensuring that any biller you nominate will make bills and statements available to you. If you fail to receive bills and statements from a biller or the bill or statement is not available to be viewed using BPAY view you should contact the applicable biller.

A BPAY view billing error includes:

- (a) if you successfully registered with BPAY view:
 - (i) failure to give you a bill;
 - (ii) failure to give you a bill on time;
 - (iii) giving a bill to the wrong person; or
 - (iv) giving a bill with incorrect details.
- (b) if your BPAY view deregistration has failed for any reason:
 - (i) giving you a bill when you have unsuccessfully attempted to deregister.

If a billing error occurs, you must immediately, upon becoming aware of the billing error, take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable biller and obtaining a correct copy of the bill.

The party who causes a billing error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable biller due to any consequential late payment and as a result of the billing error.

You agree for the purposes of the paragraph directly above that you are responsible for a billing error if the billing error occurs as a result of an act or omission by a user or the malfunction, failure or incompatibility of computer equipment a user is using at any time when using BPAY view.

36.10 Liability for mistaken payments, unauthorised transactions and fraud in BPAY

We will take reasonable steps to ensure that BPAY® payments are processed promptly by the participants in BPAY, including those billers to whom your BPAY payments are to be made. You must tell us promptly if you:

- (a) become aware of any delays or mistakes in processing your BPAY payment; or
- (b) did not authorise a BPAY payment that has been made from your account; or
- (c) think that you have been fraudulently induced to make a BPAY payment.

We will attempt to correct any such matters in relation to your BPAY payments in the way described in this clause. If a BPAY payment is made on your account without your knowledge or consent, liability for that unauthorised BPAY payment will be determined in accordance with clause 13. Otherwise, except as set out in this clause 36.10 and clause 36.14, we will not be liable for any loss or damage you suffer as a result of using BPAY, except to the extent caused by our mistake, error, fraud, negligence or wilful misconduct or that of our employees or agents.

If a BPAY payment is made to a person, or for an amount, not in accordance with your instructions (if any), and your account was debited for the amount of that payment, we will credit that amount back to your account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount from the person who received it incorrectly within 20 business days, you must pay that amount back to us.

If a BPAY payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account back with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

- (a) we cannot recover the amount paid to the incorrect party within 20 business days; or
- (b) the payment was made under a payment direction which did not comply with our prescribed security procedures for such payment directions.

If we are able to recover part of the amount of that payment from the person who received it, you must only pay us the amount of that payment that we are not able to recover.

If a BPAY payment is induced by the fraud of a person involved in BPAY, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in BPAY knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment that is not refunded to you by the person who induced the fraud.

You must indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- (a) did not observe any of your obligations under the BPAY conditions; or
- (b) acted negligently or fraudulently in connection with other terms and conditions of your account.

If you tell us that a BPAY payment made from your account is unauthorised, you must first give us your written consent to contact the biller who received that BPAY payment, and to obtain information from that biller regarding your account,

BPAY payment, your customer reference number and such information as we reasonably require to investigate the BPAY payment. We are not obliged to investigate or rectify any BPAY payment unless you provide us with that consent.

36.11 No “chargebacks” for BPAY

With respect to BPAY payments made by card, except where a BPAY payment is a mistaken payment, unauthorised payment or fraudulent payment referred to in clause 36.10, BPAY payments are irrevocable. No refunds will be provided through BPAY where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

Even when your BPAY payment has been made using a card account, no “chargeback” rights are available under BPAY scheme rules.

36.12 Suspension

We may suspend your right to participate in BPAY at any time, acting reasonably.

The circumstances in which we may suspend your right to participate in BPAY include, but are not limited to, if we reasonably believe your member number and access code are being used, or will be used, in a way that will cause losses to you or us.

36.13 Account records

You should check your account records carefully and promptly report to us as soon as you become aware of them any BPAY payments that you think are errors or are BPAY payments that you did not authorise or you think were made by someone else without your permission.

36.14 Consequential damage – BPAY

We are not liable for any consequential loss or damage you suffer as a result of using BPAY, other than due to any loss or damage you suffer due to our , negligence or that of our employees or agents, or due to any law which we may breach. In relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted, or modified at all or only to a limited extent.

37. Arranging an automatic transfer

You can arrange an automatic transfer by contacting us, via internet banking or by visiting any branch and completing a written authority.

You must give us information we require to enable us to make a payment. This information may include the BSB and account numbers, and account name, of the accounts from and to which payments are to be made. You must check that all information you give to us is correct (including, but not limited to, the BSB and the account number). We do not check and are not responsible for checking that any information you give us is correct, including whether the BSB and account numbers correspond to the account name which you advise us. You are liable for any payment we carry out in accordance with your instructions.

38. Timing of an automatic transfer

Your first automatic transfer will occur on the date specified by you.

You must ensure that you have sufficient available credit on the card from which a payment will be made. If the payment date falls on a day other than a business day, or where there is no such date in the current month (for example 29th, 30th or 31st), we may process the payment at any time within 1 business day either side of the nominated day (depending on how the automatic transfer was established).

When you instruct us to make a payment to an account held with another financial institution, we will endeavour to make that payment to the BSB and account numbers you provide us. If you give us instructions to make a payment on a business day after the time specified on our website newcastlepermanent.com.au we may process that payment the following business day.

A delay might occur in processing an automatic transfer where:

- (a) you tell us to make a payment on a business day after the relevant cut-off time; or
- (b) another financial institution is involved in processing that payment and they do not process the payment as soon as they receive its details.

Automatic transfers can be made as a one off payment, or on the same day:

- (a) each week;
- (b) each fortnight;
- (c) each month;
- (d) every four weeks;
- (e) every two months;
- (f) each quarter;
- (g) each half year; and
- (h) every year.

39. Stopping or altering an automatic transfer

You can stop or alter an automatic transfer by contacting us at least 1 business day before the payment is due to be made.

If you have arranged an automatic internet banking transfer payment, you may also stop or alter this automatic transfer through internet banking at least 1 business day before the payment is due to be made.

If you have arranged an automatic transfer through one of our branches or by contacting us you will be able to view the transfer details via internet banking but you must contact us to arrange for the transfer to be stopped or altered.

We may at any time stop an automatic transfer. If we do this, we generally will not be able to notify you that the transfer has been stopped. Your transaction history will show your payments.

40. Our liability – automatic transfers

To the extent permitted by law and subject to any other provisions of the terms and conditions, we are not liable for any loss or damage you suffer as a result of you using the automatic transfer service or any delay, omission or failure in respect of any payment. Without limitation, this includes, if you request us to make a payment to an account held with a third party financial institution:

- (a) any delay or failure to make a payment which results from a technical failure in the system we use to make a payment from your account with us to any third party financial institution; and
- (b) any omission, delay or failure on the part of the third party financial institution in processing that payment
except to the extent caused by our mistake, error, fraud, negligence or wilful misconduct or that of our employees or agents.

41. General matters

41.1 Making a complaint

If you wish to raise a complaint or discuss a query, you can contact us using any of the contact methods listed on page 2.

To help us assist you with your complaint you will need to provide us with the following:

- your address, phone number and email address so we can easily contact you;
- any relevant documents and other supporting information; let us know how you would like your complaint resolved.

We endeavour to resolve complaints in a way that is suitable to both you and us. Where possible, we will address your concern as quickly as possible. In most cases, you can expect your concern to be resolved within 7 days. However, depending on the nature of the issue, in the event that it takes us longer than 7 days to resolve or investigate your complaint, we'll ensure you're regularly updated.

If we cannot resolve the matter immediately we will:

- (a) acknowledge your complaint promptly and inform you of the procedures we will follow to investigate and resolve the matter;
- (b) investigate, considering all information;
- (c) aim to find a fair resolution;
- (d) keep you informed of our progress, and advise you if there will be a delay;
- (e) respond to your complaint within 21 days of receiving your formal complaint, advising you in writing of the outcome of the investigation or the need for more time to complete the investigation;
- (f) detail the reasons for the outcome of the complaint;

However, we may not provide you with written advice if your dispute is settled (with your agreement) immediately or within 5 business days, unless you request a written response.

If you are unhappy with our response, you have two options:

1. You can ask for your complaint to be reviewed by Newcastle Permanent's Disputes Resolution Committee ('the Committee'). The Committee is represented by senior members of staff other than the person providing the original response. To have your complaint reviewed by the Committee, please let us know.

You may contact us through any available means including by visiting a branch, by phone, post and email.

Post: Disputes Resolution Committee, Newcastle Permanent
PO Box 5001, Hunter Region MC NSW 2310

Email: feedback@newcastlepermanent.com.au

Subject: Disputes Resolution Committee

Once all relevant information has been received the Committee will generally consider the complaint within 21 days. If we are unable to provide a final response within 30 days (including the time we spent considering your original complaint), we will advise you of the reasons for the delay and potential next steps.

2. If you are a consumer or small business and an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Website: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Writing: Australian Financial Complaints Authority,
GPO Box 3, Melbourne VIC 3001

If we seek to resolve your dispute about unauthorised transactions covered by card scheme rules, the timeframes for providing a response set out in the scheme rules will apply. If we have been unable to resolve the complaint within 60 days we will provide you with:

- (a) the reason for the delay in writing;
- (b) updates on the progress of our investigation every 2 months; and
- (c) a date when you can expect a decision unless we are waiting for a response from you.

Your obligation to pay any amount which is the subject of the dispute which is dealt with under this clause, and any credit or other charges related to that amount will be suspended until the dispute is resolved.

If we decide that your account has been incorrectly credited or debited as a result of our investigation, we will immediately make adjustments to your account and notify you in writing.

41.2 Adjustments

We may adjust debits and credits to a card account to accurately reflect the legal obligations of you and us (for example, because of an error or dishonour). If we do this, we may make consequential adjustments (including to interest charges).

41.3 Notices

Notices and other communications for us may be:

- (a) given personally to one of our employees at your local branch or sent by post to our registered office; or
- (b) given by any other means permitted by law.

Subject to the requirements of any laws, we may give you any notice, statement, demand, court document (including any collection notice, default notice, court originating process or other court document) or other document connected to your credit contract by:

- (a) giving it to you personally
- (b) leaving it at or posting it to your residential or business address last known to us;
- (c) electronic means to your electronic address last known to us; or
- (d) any other means permitted by law.

Any notice, statement, demand, court document or other document given by us to you will be taken to have been served:

- (a) if posted, when it would have been delivered in the ordinary course of post; and
- (b) if sent electronically, on conclusion of transmission.

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

41.4 Electronic communication

Where the law and any industry code we have adopted allows, we may communicate with you electronically. Examples of electronic communication include us sending you emails (including eStatements) at an email address you have supplied, communicating with you via internet banking (including by push notifications), or other similar methods. If you have any concerns about what this may mean for you, please contact us.

Where we communicate with you electronically:

- (a) you will not receive a paper record of the communication; and
- (b) if you wish to retain the message for subsequent reference you will need to either print the message or store the message for later display, printing or listening.

You may at any time vary any address or number through which you receive electronic communication. You may also terminate an agreement to receive communications from us electronically any time by notifying us. If such an agreement is terminated, we will only communicate with you by mail or by other non-electronic means.

Subject to the requirements of any applicable law, if you carry out a transaction through our internet banking service and you are able to view a transaction record or receipt on completion of the transaction through internet banking (which you can save or print), we may not provide you with a paper transaction record or receipt of that transaction.

41.5 Updating details

You must provide us with your current contact details (including email address and telephone number) and current contact details for any authorised user and security provider. You must advise us as soon as practicable if these details change, or if your telephone is lost or stolen. We may require you to provide evidence of a change of details before processing the change in our systems. You can advise us of these things by visiting a branch or calling 13 19 87.

41.6 Your rights

These terms and conditions do not affect or limit any of your rights which cannot be excluded or modified under any compulsory law applying to the facility, a card or a card account, and to the extent of any inconsistency the relevant compulsory law prevails.

41.7 Assignment

We may assign, novate, or otherwise deal with our rights under the credit card contract in any way we wish. If we do not exercise a right or remedy fully or at a given time, we can still exercise it later. You must sign anything and do anything we reasonably require to enable any dealing with the credit card contract. You cannot assign, novate, encumber, or otherwise deal with your obligations or rights under the credit card contract in any way without our written consent which we can withhold at our discretion (not to be withheld unreasonably). You also agree that we may disclose information or documents at any time to a person to whom we assign, transfer, or novate our rights to under the credit card contract.

41.8 Severance

If any part of the credit card contract is found to be void or unenforceable for unfairness or any other reason (for example, if a court or other authority so declares), the remaining parts of the credit card contract will continue to apply as if the unenforceable part had never happened.

41.9 GST

If any payment made to us in relation to the facility is subject to GST, the amount to be paid will be increased so the amount retained by us after the payment of GST is the same as it would be if no GST were payable in respect of the payment.

41.10 Verifying identity

You and each authorised user must provide us with any information we require, including anything required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth), and about beneficial owners of you, any authorised user or anyone authorised to act on your behalf.

41.11 Membership

You must (if you have not already) become a guarantee member of us in order to acquire a facility.

To apply for membership you must complete and lodge an application form. If you were not a member when you acquired an existing account, you agreeing to the credit card contract will constitute our granting of your membership.

On becoming a member you become bound by our constitution.

If we are wound up while you are a member or within 1 year after you cease to be a member you may be liable for an amount up to \$1.00.

More information is set out in our constitution. To obtain a copy, please contact us.

41.12 Ownership and control

If you are not a natural person, your authorised officer must notify us of any change in your ownership or control before that change takes effect.

41.13 Applicable law

The facility and the credit card contract are governed by the law in force in New South Wales, Australia. You and we submit to the non-exclusive jurisdiction of the courts of that place.

41.14 Account holder – not a trustee

The account holder represents and warrants that, unless specified in the letter of offer, it does not accept the letter of offer as trustee of any trust or settlement.

**Drop into your local branch,
visit the website or call 13 19 87**

newcastlepermanent.com.au