

# VISA DEBIT CARD

## CONDITIONS OF USE

These Conditions of Use take effect on and from 1st July, 2016 except as otherwise advised in writing and replace all VISA Debit Card Conditions of Use previously issued.

### Product Disclosure Statement

These Conditions of Use apply to your use of the VISA card. You will also be given a Customer Product Guide (CPG) which sets out other important information about this product.

These Conditions of Use govern the use of the VISA card to access your Linked Account(s). We will process the value of all Transactions, and any fees and charges, to your Linked Account(s).

Each such Transaction will be governed by these Conditions of Use and by the terms and conditions for the relevant Linked Account.

You should read all these documents carefully and retain them for future reference. Copies of each of the documents can be made available to you on request from us.

### Enquiries

If you would like any further information about the VISA card, please contact us.

The Shire ...Local Banking a division of IMB Ltd ABN 92 087 651 974  
Australian Financial Services Licence Number 237391  
Issue Date: July 2016

You should follow the guidelines in the box below to protect against unauthorised use of the VISA card and PIN. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised Electronic Transactions. Liability for such Transactions will be determined in accordance with clause 16 of these Conditions of Use and the ePayments Code.

#### Guidelines for Ensuring the Security of the VISA card and PIN

- Sign the VISA card as soon as you receive it
- Keep the VISA card in a safe place
- If you change the PIN, you must not select a PIN which represents your birth date or a recognisable part of your name
- Never write the PIN on the VISA card
- Never write the PIN on anything which is kept with or near the VISA card
- Never lend the VISA card to anybody
- Never tell or show the PIN to another person
- Use care to prevent anyone seeing the VISA card number and PIN being entered at Electronic Equipment
- Immediately report the loss, theft or unauthorised use of the VISA card to us or to the VISA Card Hotline
- Keep a record of the VISA card number and the VISA Card Hotline telephone number for your area with your usual list of emergency telephone numbers
- Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the VISA card has been used without your authority
- Immediately notify us of any change of address



## 1 INTRODUCTION

1.1 These Conditions of Use govern use of the VISA card to access to your Linked Account(s) with us. Each Transaction on a Linked Account is also governed by the terms and conditions to which that account is subject. In the event of an inconsistency between these Conditions of Use and the terms applicable to your Linked Account(s), these Conditions of Use shall prevail.

1.2 In these Conditions of Use:

**ATM** means an automatic teller machine.

**Card Details** means the information provided on the card and includes, but is not limited to, the card number and expiry date.

**Cuscal** means Cuscal Limited.

**Day** means a 24 hour period commencing on midnight in Sydney Eastern Standard Time or Eastern Summer Time, as the case may be.

**Electronic Equipment** includes, but is not limited to, a computer, television, telephone and an Electronic Terminal.

**Electronic Terminal** means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any third party for use with a VISA card and PIN to conduct a Transaction and includes, but is not limited to, an ATM or point of sale terminal.

**Electronic Transaction** means a payment, funds transfer or cash withdrawal Transaction initiated using Electronic Equipment that is not intended to be authenticated by comparing a manual signature with a specimen signature.

**Identifier** means information that you or a Nominee must provide to perform a Transaction and which you or your Nominee as applicable knows but is not required to keep secret, such as an account number or a serial number.

**Linked Account** means your account(s) which you link to a VISA card, and includes any overdraft or line of credit which you may attach to your Linked Account.

**Merchant** means a retailer or any other provider of goods or services.

**Nominee** means any person nominated by you to whom we have issued an additional VISA card to access your Linked Account(s).

**PayWave** means the functionality on specific VISA debit cards that enables you to make small value purchases at participating Merchant outlets.

**PIN** means the personal identification number issued to you or a Nominee by us including an additional or replacement PIN, for use with a VISA card when giving an instruction through Electronic Equipment.

**Regular Payment Arrangement** means either a recurring or an instalment payment agreement between you (the cardholder) and a Merchant in which you have preauthorised the Merchant to bill your Linked Account at predetermined intervals (e.g. monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each Transaction.

**Transaction** means using the VISA card for a transaction on your Linked Account(s), including withdrawing cash from an ATM, purchasing goods and/or services at VISA outlets, and making a payment via the internet or telephone using the VISA card number.

**VISA card** means the VISA card issued to you or a Nominee by us.

**we, us** and **our** refers to The Shire ...Local Banking a division of IMB Ltd.

**you** and **your** refers to the Linked Account holder.

1.3 Unless otherwise required by the context, a singular word includes the plural and vice versa.

## **2 CODES OF CONDUCT**

- 2.1 We warrant that we will comply with the requirements of the ePayments Code where that code applies.
- 2.2 Where the ePayments Code applies, your liability and responsibilities do not exceed your liability and responsibilities under the ePayments Code, despite any other provision of these Conditions of Use.

## **3 SIGNING THE VISA CARD**

- 3.1 You agree to sign your VISA card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of your VISA card.
- 3.2 You must ensure that where an additional VISA card is issued to your Nominee, your Nominee signs the VISA card issued to them immediately upon receiving it and before using it.

## **4 PROTECTING THE PIN**

- 4.1 We will provide a PIN to use the VISA card with certain Electronic Equipment. You agree to protect this PIN as a means of preventing fraudulent or unauthorised use of the VISA card.
- 4.2 You must not voluntarily disclose the PIN to anyone, including a family member or friend.
- 4.3 You must not write or record the PIN on the VISA card, or keep a record of the PIN on anything carried with the VISA card or liable to loss or theft simultaneously with the VISA card, unless you make a reasonable attempt to protect the security of the PIN.
- 4.4 A reasonable attempt to protect the security of a PIN record includes making any reasonable attempt to disguise the PIN within the record, or prevent unauthorised access to the PIN record, including by:
  - (a) hiding or disguising the PIN record among other records;
  - (b) hiding or disguising the PIN record in a place where a PIN record would not be expected to be found;
  - (c) keeping a record of the PIN record in a securely locked container; or
  - (d) preventing unauthorised access to an electronically stored record of the PIN record.
- 4.5 If you change the PIN, you must not select a PIN which represents your birth date or a recognisable part of your name. If you do use an obvious PIN such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to us that the PIN has been misused or has become known to someone else.
- 4.6 You must not be extremely careless in failing to protect the security of the PIN. Extremely careless means a degree of carelessness that greatly exceeds what would normally be Considered careless behaviour.

## **5 USING THE VISA CARD**

- 5.1 You can conduct Transactions up to AU\$35.00 without entering your PIN or signing as long as these Transactions are conducted face-to-face at a participating Merchant outlet. The Merchant must provide you with a receipt for the Transaction if you request.
- 5.2 If you have been issued with a VISA debit PayWave card which is identifiable by the Pay Wave logo, you will be able to make faster purchases. Instead of swiping your card as you always have, you will just need to tap your VISA card against the contactless reader. Payments using the PayWave functionality can only be made at a participating Merchant outlet and if your purchase is under AU\$100.00. If your purchase is equal to or over AU\$100.00, you'll still need to sign or enter a PIN. The VISA and our security systems continue to protect you from unauthorised Transactions. The same conditions apply to your VISA Debit PayWave Transactions as your other VISA card Transactions.
- 5.3 The VISA card may only be used to perform Transactions on your Linked Account(s). We will advise you of the accounts, including any credit facility, which you may link to the VISA card.

- 5.4 We will debit your Linked Account(s) with the value of all Transactions, including sales and cash advance vouchers arising from the use of the VISA card (including all mail or telephone orders placed by quoting the VISA card number) and all other Transactions, or credit your Linked Account(s) with the value of all deposit Transactions at Electronic Terminals.
- 5.5 We will advise you from time to time:
- (a) what Transactions may be performed using the VISA card; and
  - (b) what Electronic Terminals may be used.
- 5.6 Transactions will not necessarily be processed to your Linked Account on the same Day.

## **6 USING THE VISA CARD OUTSIDE AUSTRALIA**

- 6.1 All Transactions made in a foreign currency on the VISA card will be converted into Australian currency by VISA Worldwide, and calculated at a wholesale market rate selected by VISA from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which VISA processes the Transaction).
- 6.2 All Transactions made in a foreign currency on the VISA card are subject to a currency conversion fee equal to 2% of the value of the Transaction, payable to Cuscal as the principal member of VISA Worldwide, plus 1% of the value of the Transaction payable to us. The amount of this currency conversion fee is subject to change from time to time and we will advise you in advance of any such change.
- 6.3 Some overseas Merchants and Electronic Terminals charge a surcharge for making a Transaction. Once you have confirmed the Transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
- 6.4 Some overseas Merchants and Electronic Terminals allow the cardholder the option to convert the value of the Transaction into Australian dollars at the point of sale, also known as Dynamic Currency Conversion. Once you have confirmed the Transaction you will not be able to dispute the exchange rate applied.
- 6.5 Before travelling overseas, you or your Nominee should consult us to obtain the VISA Card Hotline number for your country of destination. You should use the VISA Card Hotline if any of the circumstances described in clause 17 apply.
- 6.6 A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

## **7 WITHDRAWAL AND TRANSACTION LIMITS**

- 7.1 You agree that the VISA card will not be used to:
- (a) overdraw any of your Linked Account(s); or
  - (b) exceed the unused portion of your credit limit under any pre-arranged credit facility such as a line of credit or overdraft.
- 7.2 If clause 7.1 is breached, we may:
- (a) dishonour any payment instruction given; and
  - (b) charge you an administrative fee as advised to you from time to time.
- 7.3 We may at any time limit the amount of a Transaction if this is required for security or credit risk purposes. We will advise you of any such daily or periodic Transaction limits in the Product Schedule which forms part of the PDS for the VISA card.
- 7.4 You acknowledge that third party organisations including Merchants may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

## **8 AUTHORISATIONS**

You acknowledge and agree that:

- (a) we have the right to deny authorisation for any Transaction where this is required for security or credit risk purposes; and
- (b) we will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such refusal.

## **9 DEPOSITS AT ELECTRONIC TERMINALS**

9.1 Any deposit you make at an Electronic Terminal will not be available for you to draw against until your deposit has been accepted by us.

9.2 Cheques will not be available to draw against until cleared.

9.3 Your deposit is accepted once we have verified it in the following way:

- (a) your deposit envelope will be opened in the presence of any two persons authorised by us;
- (b) should the amount you record differ from the amount counted in the envelope, we may correct your record to the amount counted; and
- (c) our count will be conclusive in the absence of manifest error or fraud, unless you provide us with satisfactory supporting evidence of the amount that you deposited.

9.4 If the amount recorded by the Electronic Terminal as having been deposited should differ from the amount counted in the envelope by us, we will notify you of the difference as soon as practicable and will advise you of the actual amount which has been credited to your Linked Account.

9.5 We are responsible for the security of your deposit after you have completed the Transaction at the Electronic Terminal (subject to our verification of the amount you deposit).

## **10 ACCOUNT STATEMENTS**

10.1 We will send you an account statement for the Linked Account at least every 6 months. You may request more frequent account statements.

10.2 In respect of any Linked Accounts which have a pre-arranged credit facility attached such as line of credit or overdraft, we will send you an account statement monthly.

10.3 You may request a copy of your account statement at anytime.

10.4 We may charge a fee for responding to any request by you to provide more frequent account statements or copies of your account statements.

## **11 TRANSACTION SLIPS AND RECEIPTS**

It is recommended that you check and retain all Transaction slips, receipts and payment or transfer reference numbers issued to you after conducting a Transaction, as well as copies of all sales and cash advance vouchers, to assist in checking Transactions against your statements.

## **12 ADDITIONAL CARDS**

12.1 You may authorise us, if we agree, to issue an additional VISA card to your Nominee, provided this person is at least 18 years of age (unless we agree to a younger age).

12.2 You acknowledge that where you have more than one Linked Account, your Nominee will have access to all those Linked Accounts.

12.3 You will be liable for all Transactions carried out by your Nominee on the VISA card.

12.4 We will give each Nominee a PIN.

- 12.5 Your Nominee's use of the VISA card and PIN is governed by the Conditions of Use.
- 12.6 You must ensure that each Nominee protects their VISA card and PIN in the same way as these Conditions of Use require you to protect your VISA card and PIN.

### **13 RENEWAL OF THE VISA CARD**

- 13.1 Unless you are in breach of these Conditions of Use or we deem otherwise for the security of a system or individual accounts, we will automatically provide you and your Nominee with a replacement VISA card before the expiry date of the current VISA card or additional VISA card.
- 13.2 If you do not wish to receive a replacement VISA card, either for yourself or for your Nominee, you must notify us before the expiration date of the current VISA card. You must give us reasonable time beforehand to arrange cancellation of the issue of a replacement VISA card.

### **14 CANCELLATION AND RETURN OF THE VISA CARD**

- 14.1 The VISA card always remains our property.
- 14.2 We can immediately cancel the VISA card and demand its return at any time for security reasons.
- 14.3 We may, at any time, cancel the VISA card for any reason by giving you 30 Days written notice. The notice does not have to specify the reasons for the cancellation.
- 14.4 You may cancel your VISA card or any VISA card issued to your Nominee at any time by giving us written notice.
- 14.5 If you or we cancel the VISA card issued to you, any VISA card issued to your Nominee(s) will also be cancelled.
- 14.6 You will be liable for any Transactions you or your Nominee make using the VISA card before the VISA card is cancelled but which are not posted to your Linked Account until after cancellation of the VISA card.
- 14.7 You must return your VISA card and any VISA card issued to your Nominee to us when:
- (a) we notify you that we have cancelled the VISA card;
  - (b) you close your Linked Account(s);
  - (c) you cease to be a member of us;
  - (d) you cancel your VISA card, any VISA card issued to your Nominee, or both; or
  - (e) you alter the authorities governing the use of your Linked Account(s), unless we agree otherwise.

### **15 USE AFTER CANCELLATION OR EXPIRY OF THE VISA CARD**

- 15.1 You must not use the VISA card or allow your Nominee to use the VISA card:
- (a) before the valid date or after the expiration date shown on the face of the VISA card; or
  - (b) after the VISA card has been cancelled.
- 15.2 You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your Linked Account(s) with us.

### **16 YOUR LIABILITY IN CASE OF UNAUTHORISED TRANSACTIONS**

- 16.1 This clause 16 (except clause 16.10) applies to unauthorised Electronic Transactions. An unauthorised Electronic Transaction is an Electronic Transaction that is not authorised by you or your Nominee.
- 16.2 You are not liable for losses arising from an unauthorised Electronic Transaction:

- (a) where it is clear that you and your Nominee have not contributed to the loss;
- (b) caused by the fraud or negligence of:
  - (i) employees or agents of us;
  - (ii) any third party involved in networking arrangements; or
  - (iii) any Merchant or their employee or agent;
- (c) caused by a forged, faulty, expired or cancelled VISA card, Identifier or PIN;
- (d) caused by the same Electronic Transaction being incorrectly debited more than once to the same account;
- (e) caused by an Electronic Transaction which does not require a PIN authorisation that occurred before receipt of the VISA card;
- (f) caused by an Electronic Transaction which requires PIN authorisation that occurred before receipt of the PIN;
- (g) arising from an unauthorised Electronic Transaction that can be made using an Identifier without the VISA card or PIN; or
- (h) arising from an unauthorised Electronic Transaction that can be made using the VISA card, or the VISA card and an Identifier, but without the PIN, if you do not unreasonably delay reporting the loss or theft of the VISA card.

16.3 If there is a dispute about whether you or your Nominee received a VISA card or PIN:

- (a) it is presumed that you or your Nominee (as applicable) did not receive it, unless we can prove that you or your Nominee (as applicable) did receive it;
- (b) we can prove that you or your Nominee (as applicable) did receive it by obtaining an acknowledgment of receipt from you or your Nominee (as applicable); and
- (c) we may not rely on proof of delivery to the correct mailing address or electronic address of you or your Nominee (as applicable) to prove that you or your Nominee (as applicable) did receive it.

16.4 Where we can prove on the balance of probability that you or your Nominee contributed to a loss through fraud, or breaching the PIN security requirements in clause 4, then you are liable in full for the actual losses that occur before the loss, theft or misuse of the VISA card or breach of PIN security is reported to us or the VISA Card Hotline. However you are not liable for the portion of losses:

- (a) incurred on any one day that exceeds any applicable daily Transaction limit on any Linked Account;
- (b) incurred in any period that exceeds any applicable periodic Transaction limit on any Linked Account;
- (c) that exceeds the balance on any Linked Account, including any pre-arranged credit; or
- (d) incurred on any account that you and we had not agreed could be accessed using the VISA card or Identifier and/or PIN used to perform the Electronic Transaction.

16.5 You are liable for losses arising from unauthorised Electronic Transactions that occur because you or your Nominee contributed to losses by leaving a VISA card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

16.6 Where we can prove, on the balance of probability, that you or your Nominee contributed to losses resulting from an unauthorised Electronic Transaction by unreasonably delaying reporting the misuse, loss or theft of a VISA card, or that the PIN security has been breached, you are liable for the actual losses that occur between when you become aware of the security compromise (or should reasonably have become aware in the case of a lost or stolen VISA card), and when the security compromise was reported to us or the VISA Card Hotline. However you are not liable for the portion of losses:

- (a) incurred on any one day that exceeds any applicable daily Transaction limit on any Linked Account;
  - (b) incurred in any period that exceeds any applicable periodic Transaction limit on any Linked Account;
  - (c) that exceeds the balance on any Linked Account, including any pre-arranged credit, or
  - (d) incurred on any account that you and we had not agreed could be accessed using the VISA card and/or PIN used to perform the Electronic Transaction.
- 16.7 Where a PIN was required to perform an unauthorised Electronic Transaction and clauses 16.4, 16.5 and 16.6 do not apply, your liability is the lesser of:
- (a) \$150;
  - (b) the actual loss at the time of notification to us or the VISA Card Hotline of the misuse, loss or theft of the VISA card, or of the breach of PIN security (except that portion of the loss that exceeds any daily or periodic Transaction limits applicable to the use of your VISA card or your Linked Account); or
  - (c) the balance of your Linked Account, including any prearranged credit.
- 16.8 If you or your Nominee reports an unauthorised Electronic Transaction, we will not hold you liable for losses under this clause 16 for an amount greater than your liability if we exercised any rights under the rules of the VISA card scheme at the time the report was made, against other parties to the scheme (for example, charge-back rights).
- 16.9 Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the ePayments Code, where that code applies.
- 16.10 For a Transaction that is not an unauthorised Electronic Transaction, if the VISA card or PIN is used without authority, you are liable for that use before notification to us or the VISA Card Hotline of the unauthorised use, up to your current daily withdrawal limit, less any amount recovered by us by exercising our rights (if any) under the operating rules applicable to the VISA card scheme against other parties to that scheme.
- 17 HOW TO REPORT LOSS, THEFT OR UNAUTHORISED USE OF THE VISA CARD OR PIN**
- 17.1 If you or your Nominee believe the VISA card has been misused, lost or stolen or the PIN has become known to someone else, you or your Nominee must immediately contact us (if during business hours) or the VISA Card Hotline at any time on its emergency number detailed in the box below.
- 17.2 The VISA Card Hotline or we will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting us or the VISA Card Hotline.
- 17.3 When contacting the VISA Card Hotline, you or your Nominee should confirm the loss or theft as soon as possible at our office.
- 17.4 The VISA Card Hotline is available 24 hours a day, 7 days a week.
- 17.5 If the VISA Card Hotline is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to us as soon as possible during business hours. We will be liable for any losses arising because the VISA Card Hotline is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to us as soon as possible during business hours.
- 17.6 If the loss, theft or misuse occurs OUTSIDE AUSTRALIA, you or your Nominee must notify an organisation displaying the VISA sign and also then confirm the loss, theft or misuse of the card:
- (a) with us by telephone or priority paid mail as soon as possible; or
  - (b) by telephoning the VISA Card Hotline number for the country you are in, which you must obtain from us prior to your departure in accordance with clause 6.5 of these Conditions of Use.



**VISA CARD HOTLINE**  
**Australia wide toll**  
**free 1800 648 027**  
**From overseas**  
**+61 2 8299 9101**

## **18 STEPS YOU MUST TAKE TO RESOLVE ERRORS OR DISPUTED TRANSACTIONS**

- 18.1 If you believe a Transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors, immediately notify us. Later, but as soon as you can, you must give us the following information:
- (a) your name, account number and VISA card number;
  - (b) the error or the Transaction you are unsure about;
  - (c) a copy of the periodical statement in which the unauthorised Transaction or error first appeared;
  - (d) an explanation, as clearly as you can, as to why you believe it is an unauthorised Transaction or error; and
  - (e) the dollar amount of the suspected error.
- 18.2 If your complaint concerns the authorisation of a Transaction, we may ask you or your Nominee to provide further information.
- 18.3 We will investigate your complaint, and if we are unable to settle your complaint immediately to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- 18.4 Within 21 Days of receipt from you of the details of your complaint, we will:
- (a) complete our investigation and advise you in writing of the results of our investigation; or
  - (b) advise you in writing that we require further time to complete our investigation.
- 18.5 We will complete our investigation within 45 Days of receiving your complaint, unless there are exceptional circumstances.
- 18.6 If we are unable to resolve your complaint within 45 Days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- 18.7 If we find that an error was made, we will make the appropriate adjustments to your Linked Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- 18.8 When we advise you of the outcome of our investigations, we will notify you of the reasons for our decision by reference to these Conditions of Use and the ePayments Code and advise you of any adjustments we have made to your Linked Account. The notification will be given in writing except if the complaint is settled to your complete satisfaction within 5 business Days (unless you request a written response).

18.9 If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact our appointed dispute resolution scheme, which is the Financial Ombudsman Service Limited (FOS). The FOS contact details are:

**GPO Box 3  
Melbourne VIC 3001  
Toll Free Call: 1800 367 287  
Fax: (03) 9613 6399  
Email: [info@fos.org.au](mailto:info@fos.org.au)  
Website: [www.fos.org.au](http://www.fos.org.au)**

18.10 If we decide that you are liable for all or any part of a loss arising out of unauthorised use of the VISA card or PIN, we will:

- (a) give you copies of any documents or other evidence we relied upon; and
- (b) advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant Transaction.

18.11 If we, our employees or agents do not comply with the ePayments Code (when it applies) and this contributes to a decision about a complaint that is against you, or a delay in the resolution of the complaint, we or an external dispute resolution scheme may decide that we must pay part or all of the amount of a disputed Transaction as compensation.

18.12 If we decide to resolve a complaint about the VISA card by exercising our rights under the rules of the VISA card scheme, then different timeframes may apply for resolution of the complaint. We will inform you of the relevant timeframes and when you can reasonably expect a decision.

## **19 TRANSACTION AND OTHER FEES**

19.1 We will advise you whether we charge a fee, and the amount of such fee, for:

- (a) any Transactions;
- (b) issuing the VISA card or any additional or replacement VISA cards;
- (c) using the VISA card;
- (d) issuing the PIN or any additional or replacement PIN;
- (e) using the PIN;
- (f) issuing account statements; or
- (g) any other service provided in relation to the VISA card.

19.2 We will also advise you whether we will debit any of your Linked Accounts with Government charges, duties or taxes arising out of any Transaction.

19.3 The fees and charges payable in respect of the VISA card are set out in the Product Schedule which forms a part of the PDS for the VISA card.

19.4 You may be charged an ATM withdrawal fee that is directly charged by the ATM operator and debited directly from your account. You should carefully read notices displayed at ATMs as they may contain information about the possible imposition of fees by ATM operators.

## **20 EXCLUSIONS OF WARRANTIES AND REPRESENTATIONS**

21 20.1 We do not warrant that Merchants displaying VISA signs or promotional material will accept the VISA card in payment for goods and services. You should always enquire before selecting goods or services.

- 20.2 We do not accept any responsibility should a Merchant, bank or other institution displaying VISA signs or promotional material, refuse to accept or honour the VISA card. We do not warrant that Electronic Terminals displaying VISA signs or promotional material will accept the VISA card.
- 20.3 We are not responsible for any defects in the goods and services acquired by you through the use of the VISA card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or Merchant of those goods and services.
- 20.4 Where you have authorised a Merchant to transact on the account by providing your VISA card number or used your card to make a purchase, you may be entitled to reverse (chargeback) the Transaction where you have a dispute with the Merchant. For example you may be entitled to reverse a Transaction where the Merchant has not provided you with the goods or services you paid for and you have tried to get a refund from the Merchant and were unsuccessful.
- 20.5 Please note we are not able to reverse (chargeback) direct debit Transactions set up using your default deposit account number and branch number (BSB).
- 20.6 To avoid losing any rights you may have for Transactions other than unauthorised Transactions you should:
- (a) tell us within 30 days after the date of the statement which shows the Transaction; and
  - (b) provide us with any information we ask for to support your request.
- 20.7 Please contact us for more information about your chargeback rights.

## **21 MALFUNCTION**

- 21.1 You will not be liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete an Electronic Transaction which has been accepted by the system or equipment in accordance with the instructions of you or your Nominee.
- 21.2 If a user should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability in relation to an Electronic Transaction will be limited to correcting any errors and refunding any fees or charges imposed on you.

## **22 REGULAR PAYMENT ARRANGEMENTS**

- 22.1 You should maintain a record of any Regular Payment Arrangement that you have entered into with a Merchant.
- 22.2 To change or cancel any Regular Payment Arrangement you should contact the Merchant or us at least 15 days prior to the next scheduled payment. If possible you should retain a copy of this change/cancellation request.
- 22.3 Should your Card Details be changed (for example if your VISA card was lost, stolen or expired and has been replaced) then you must request the Merchant to change the details of your existing Regular Payment Arrangement to ensure payments under that arrangement continue. If you fail to do so your Regular Payment Arrangement may not be honoured, or the Merchant may stop providing the goods and/or services.
- 22.4 Should your VISA card or Linked Account be closed for any reason, you should immediately contact the Merchant to change or cancel your Regular Payment Arrangement, as the Merchant may stop providing the goods and/or services.

## **23 CHANGES TO CONDITIONS OF USE**

- 23.1 We reserve the right to change these Conditions of Use from time to time, for one or more of the following reasons:
- (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;

- (b) to reflect any decision of a court, ombudsman or regulator;
- (c) to reflect a change in our systems or procedures, including for security reasons;
- (d) as a result of changed circumstances (including by adding benefits or new features);
- (e) to respond proportionately to changes in the cost of providing the VISA card; or
- (f) to make them clearer.

23.2 We will notify you in writing at least 30 Days before the effective date of change if it will:

- (a) impose or increase any fees or charges for the VISA card or Transactions;
- (b) increase your liability for losses relating to Transactions; or
- (c) impose, remove or adjust daily or other periodic Transaction limits applying to the use of the VISA card, PIN, your Linked Account(s) or Electronic Equipment.

23.3 We will notify you of other changes no later than the day the change takes effect by advertisement in the national or local media, notice in a newsletter or statement of account, or individual notice sent to you.

23.4 To the extent permitted by law, we are not required to give you advance notice of:

- (a) a reduction or cancellation of daily VISA card limits for Electronic Transactions which are cash withdrawals, purchases or transfers using electronic and telephone banking; or
- (b) other changes to the Conditions of Use, where these changes are required to immediately restore or maintain the security of a system or individual accounts.

23.5 When the VISA card is used after notification of any changes to the Conditions of Use, you accept those changes and use of the VISA card shall be subject to those changes.

## **24 PRIVACY AND CONFIDENTIALITY**

24.1 We collect personal information about you or your Nominee for the purposes of providing our products and services to you. We may disclose that personal information to others in order to execute any instructions, where we reasonably consider it necessary for the provision of the VISA card or the administration of your Linked Account(s), or if it is required by law.

24.2 You represent that, in supplying us with personal information about your Nominee, you have authority to do so and will inform them of the contents of this clause.

24.3 You and your Nominee may have access to the personal information we hold about each of you at any time by asking us.

24.4 For more details of how we handle personal information, refer to our Privacy Policy.

## **25 MISCELLANEOUS**

25.1 You agree that you will promptly notify us of any change of address for the mailing of any notifications which we are required to send to you.

25.2 We may post all statements and notices to you at your registered address as provided for in our records.

25.3 If the VISA card is issued on a joint account, each party to that account is jointly and severally liable for all Transactions on the VISA card.