

Non-Cash Payment Facilities Terms and Conditions 30 June 2010

Card Services Non-Cash Payment Facilities

1. Card Services Credit Card
2. Card Services Online (Internet Banking)
3. Card Services Phone Banking (Telephone Banking)
4. EFTPOS
5. Periodic Payments
6. Direct Debits
7. BPAY®



Important Information and Disclosures

These Terms and Conditions are for the following Card Services Non-Cash Payment Facilities:

Card Services Credit Card

Card Services Online (Internet Banking)

Card Services Phone Banking (Telephone Banking)

EFTPOS

Periodic Payments

Direct Debits

BPAY®

Issued by

© 2010 Card Services is a division of Citigroup Pty Limited ABN 88 004 325 080, AFSL No.238098 which provides and administers credit.

You can contact us 24 hours a day, seven days a week by calling Card Services Phone Banking on 1300 135 538 (within Australia) or +61 2 8225 0620 (from outside Australia and we will accept the charges). You can also access Card Services Online at anytime by visiting our website www.cardservicesdirect.com.au

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Part I - Features

ATM

You can have flexible access to your money with your Card at ATMs both

- in Australia - at all major Australian bank ATMs; and
- throughout the world where the relevant Network logo is displayed.

You can withdraw cash and obtain Account balances at any of these ATMs.

EFTPOS

EFTPOS stands for Electronic Funds Transfer at Point of Sale. This retail facility allows you to debit the cost of your purchase to your Account using your Card. Depending on the retailer, you may also be able to withdraw cash.

ATM and EFTPOS Limits

An Australian dollar daily limit applies to ATM and EFTPOS cash withdrawals and purchases within Australia as determined by Card Services. This limit shall be advised to you from time to time. Multiple withdrawals may be required at the ATMs of some banks to access the daily limit for cash withdrawals.

Card Services Online

Card Services Online is available 24 hours a day, seven days a week from anywhere in the world. You can:

- obtain an Account balance and Transaction summary including details of your deposits and withdrawals
- download a listing of Account activity;
- pay bills using BPAY®;
- set up and change periodic payments;
- view your statements for the last 36 months;
- change your ATM PIN;
- update your contact details.

Some or all of the banking services that may be accessed through Card Services Online may not be available from time to time due to maintenance or non availability of certain features of Card Services Online. In the event of such

unavailability, please call Card Services Phone Banking to conduct your banking Transactions.

In order to access Card Services Online, you need to enter (when prompted):

- your Identifier / Card number;
- your Code / PIN; and
- any other Identifier, Code or information which Card Services requires.

You will also need certain minimum computer software and hardware. Please visit www.cardservicesdirect.com.au for the latest information.

You are responsible for maintaining the security of your computer software and hardware and for logging off Card Services Online before leaving the computer you use unattended. Card Services is not responsible for any loss incurred where you have not correctly used Card Services Online or in circumstances beyond Card Services' reasonable control despite reasonable precautions taken by Card Services.

Card Services Online Limits

For funds transfer from credit card Accounts, the maximum limit is the amount of credit that is available at the time of transfer.

Card Services Phone Banking

Card Services Phone Banking is available 24 hours a day, seven days a week. You can:

- activate your Card;
- obtain your Account balance;
- obtain details of your most recent Account activity including deposits and withdrawals;
- pay bills using BPAY®;
- change your TPIN;
- obtain general information, such as current interest rates; and
- speak to a Customer Service Officer for any other matter.

You will need your Identifier and your TPIN to use Card Services Phone Banking.

Card Services Phone Banking Limits

For funds transferred from credit card Accounts

the maximum limit is the amount of the credit that is available at the time of transfer.

Cheques

You can make deposits into your Account by mail or at any Australia Post outlet.

To mail your cheque, simply post your cheque together with a deposit slip to:

Card Services

GPO Box 40 Sydney NSW 2001

Cheques sent by mail must be in the name of the Account holder or Card Services followed by your Account number. We do not accept cash

How long does it take to clear a cheque?

You will generally be able to draw on funds deposited by cheque after three Business Days. For cheques presented to Australia Post, you will be able to draw on those funds after between five to seven Business Days from the day of deposit. It will take longer for you to be able to draw on funds deposited by a cheque in a foreign currency.

When can a cheque be dishonoured?

A cheque may be dishonoured where:

- there are insufficient cleared funds in the account of the drawer;
- the cheque is unsigned;
- the cheque is more than 15 months old
- the cheque has been materially altered and the alteration has not been authorised;
- there is a legal impediment to payment; or
- the cheque has been stopped.

Dating a cheque with a date after the day on which the cheque is drawn is called "post-dating" the cheque. This does not invalidate the cheque. The cheque should be presented on or after the cheque's date.

Paying Bills

You may pay bills by using the BPAY® electronic payments service through Card Services Online or by calling Card Services Phone Banking.

You must comply with your Account Conditions

for the Account from which you ask Card Services to debit a BPAY® to the extent that those conditions are not inconsistent with the conditions of using BPAY®, set out below.

When you ask Card Services to make a payment through BPAY®, you will need the following details:

- the Biller Code, and your customer reference number which is written on the bill near the BPAY® logo;
- the Account from which you wish to make the payment; and
- the amount of the payment you wish to make.

You must be careful to tell us the correct amount you wish to pay. If you have paid too much, you must contact the organisation that issued the bill to obtain a refund. If you have paid too little, you can make another payment through BPAY® to make up the difference.

If a payment made through BPAY® cannot be processed by the organisation that issued the bill, we will advise you of this and credit your Account with the attempted payment.

BPAY® cut off times apply and are available by contacting Card Services Phone Banking.

Your Card

Using your Card in Australia

You can use your Card through ATMs, EFTPOS, teller terminals, home banking terminals or any similar machines authorised by Card Services to access funds and information and to purchase goods and services.

Your Card can be used to make purchases online and over the phone.

Using your Card outside Australia

You may also use your Card around the world at the relevant Network ATMs or terminals. Your Card can be used at overseas retailers who display the MasterCard sign and to make purchases online and over the phone. Transactions in a currency other than Australian

dollars will be converted to Australian dollars in accordance with clause 29 "Use of Card, Card Services Online and Card Services phone Banking outside Australia". Please refer to the Account Conditions for details of the fees. Card Services may also pass on any fee imposed by a third party with respect to the Transaction.

Secure the safety of your Card

You or an Additional Signatory (as applicable) must secure the safety of each of your Cards. Please refer to the Terms and Conditions for further details on Card and Code security.

Significant Benefits and Risks

Benefits

Card Services Non-Cash Payment Facilities allow you to access funds in your Accounts by means other than cash withdrawals. The Card Services Non-Cash Payment Facilities offer you the flexibility and convenience to move money between your Accounts, to other accounts, to make payments to third parties and to monitor and view the status of your Accounts.

- Convenience
- 24 hr 7 day access
- Speed.

Risks

Some risks associated with the use of the Non-Cash Payment Facilities are as follows.

Card Services Online access security

There is a risk of unauthorised access to your Account. To minimise this risk we recommend you use an up to date operating system and browser software. You can log onto our website www.cardservicesdirect.com.au or contact Card Services Phone Banking for more information about software and browser requirements. We also advise that you:

- always sign on to Card Services Online from your browser by typing www.cardservicesdirect.com.au into the address bar;
- do not follow links to Card Services Online from an email

- never disclose your PIN to anyone, not even a Card Services representative;
- change your PIN regularly
- install up to date security protection software on your computer such as a personal firewall and anti-virus software;
- always sign off properly from Card Services Online by selecting “sign off” - do not just close your browser;
- if you believe your Account has been compromised in any way, call Card Services Phone Banking immediately; or
- regularly check our website www.cardservicesdirect.com.au for updated security tips and alerts.

Card access security

There is a risk of unauthorised access to your Account if another party comes into possession of your lost or stolen Card. Refer to the Terms and Conditions for details on Card and Code security, lost or stolen Card or Code and liability for Unauthorised Transactions.

There is a risk that your Account may be overlimit by use of your Credit Card. See the Account Terms and Conditions for terms on overdrawn Accounts.

Reliance on your instructions

There is a risk that we cannot verify, for example where a signature is not required, whether the user of your respective Identifiers and Codes is you or an Additional Signatory. There is also the risk that your or an Additional Signatory's Identifier and Code may allow anybody correctly using them to conduct the type of operations on Accounts for which Card Services Online and Card Services Phone Banking provides access.

Card Services Phone Banking access security

There is a risk of unauthorised access to your Account through error or fraud.

There is a risk that a payment may be made to the wrong account if you do not give us the correct BSB and account number details.

Fees and Charges

Fees and charges apply to certain Non-Cash Payment Facilities which are set out in the Account Conditions.

Disputes and Complaints

If you have a complaint about any Non-Cash Payment Facility, you should take the following steps:

- call Card Services Phone Banking and let us know what the problem is;
- make a complaint in writing to:
Card Services
Customer Advocacy Unit
GPO Box 204
SYDNEY NSW 2001; or
- lodge your complaint online at any time through www.cardservicesdirect.com.au by going to: "Contact us"

Once you have contacted Card Services, we will begin the process of investigating and resolving your complaint. We will try to resolve your complaint quickly and fairly.

If you are not satisfied with the result of your complaint, you can raise your complaint with the Financial Ombudsman Service Limited at:

GPO Box 3
Melbourne VIC 3001
Phone: 1300 78 08 08
www.fos.org.au

No Cooling Off Period

There is no cooling off period for Non-Cash Payment Facilities.

Privacy and Financial Difficulty

Please refer to your Account Conditions for details on how Card Services handles your personal information and what to do if you are in financial difficulty.

Part II - Terms and Conditions

Non-Cash Payment Facilities include the following services and products provided by Card Services:

Card Services Credit Card;

Card Services Online (Internet Banking);

Card Services Phone Banking (Telephone Banking);
EFTPOS;
Periodic Payments;
Direct Debits; and
BPAY®

Your access to the Non-Cash Payment Facilities is subject to your Account Conditions. Please refer to your Account Conditions to determine access. If there is any inconsistency between these Terms and Conditions and the Account Conditions, the latter will prevail.

A. GENERAL

1. Definitions and Interpretation

1.1 Definitions

In these Terms and Conditions, unless the context requires otherwise:

Access Service Provider means any organisation that arranges for an individual or an organisation to have access to the Internet.

Account means your Card Services Account to which the Non-Cash Payment Facility is attached;

Account Conditions means the terms and conditions or Account PDS (Product Disclosure Statement) governing the use of your Account(s) and any facility to which the Account(s) are attached;

Additional Signatory means another person who is authorised by you including being issued with a Card, to effect Transactions on the Account;

ATM means an Electronic Equipment from which, amongst other things, you or your Additional Signatory can withdraw cash from an Account by use of their Card;

ATM PIN means the Code in the form of a personal identification number allocated from time to time by us to your Card;

Authority To Operate means the authority to operate a section of the Account opening form that may be completed by you;

Banking Business Day means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

Biller means a Merchant who accepts BPAY® Payments;

BPAY® Payments are payments made by you or an Additional Signatory through BPAY®;

BPAY® Contact Details means BPAY® Pty Ltd ABN 69 079 137 518 of Level 4, 3 Rider Blvde, Rhodes NSW 2138. Phone: (02) 8252 0500;

Business Day means a day on which banks are open for business in Sydney, but does not include any Saturday, Sunday or public holiday;

Card means any credit card for use on your Account and includes a card issued to an Additional Signatory;

Cardlink Contact Details means **Cardlink Services Limited** ABN 60 003 311 644 of Level 4, 3 Rider Blvde, Rhodes NSW 2138. Phone: (02) 9646 9222;

Card Services, we, our, us means Citigroup Pty Limited ABN 88 004 325 080 of 2 Park Street, Sydney, NSW 2000;

Card Services Internet Banking means an electronic service that permits you to access through the internet a number of banking services through the use of a personal computer terminal upon correct input of your Identifier/ Card number, Code/PIN and/or any other information required by Card Services;

Card Services Online means Card Services Online Internet Banking;

Chargeback means the relevant operating rules for transferring the Transaction amount of a disputed Transaction from the Merchant's financial institution to your Account;

Code means

(a) information:

- the content of which is known to you and any Additional Signatory and is intended to be known only to you and any Additional Signatory;
- which Card Services requires you and any Additional Signatory to keep secret;
- which you and any Additional Signatory

must provide (in any manner) to or through a Device or Electronic Equipment in order to access your Account; and

(b) includes your ATM PIN, PIN, TPIN or password;

Daily Transaction Limit means the daily transaction value limits with respect to withdrawing and transferring to and from an Account by using a Non - Cash Payment Facility, as referred to in clause 21 in section B below;

Default Account means the Account for which details display by default on access to Card Services Online;

Device means a physical device used with Electronic Equipment to access your Account, for example a Card, token or biometric reader;

Electronic Equipment includes electronic terminals (such as ATM and EFTPOS), computer, television and telephone that are approved by Card Services and through which Transactions may be effected;

Identifier means information:

- the content of which is known to you or an Additional Signatory (as applicable) but not only to them and which they are not required to keep secret; and
- which you or an Additional Signatory (as applicable) must provide (in any manner) to or through a Device or Electronic Equipment in order to access your Account. (An Identifier may be, for example, an Account number, card number, or card expiry date);

Merchant means a provider of goods or services which has agreed to accept Cards for the purpose of purchasing those goods or services;

Network means the organisations, institutions and schemes through which you may perform Transactions on your Account;

Network Members means all institutions and corporations participating in, and that process information or data in relation to, the relevant Network;

Online Authorisation Code means a Code in the form of an online authorisation code which may be provided by Card Services to you from time

to time in respect of specified transfers of funds from your Account;

PIN means the Code in the form of the personal identification number allocated by Card Services or as changed by you or any Additional Signatory (as applicable);

TPIN means the Code in the form of a telephone personal identification number allocated by Card Services or as changed by you or an Additional Signatory that may be required to access your Account by telephone;

Transaction means any transaction authorised by you or by an Additional Signatory (as applicable) which is made by the use of a Card, an Identifier and/ or a Code or, by any other means authorised by Card Services from time to time and includes a cash advance;

Unauthorised Transaction means a Transaction, which is made without your or an Additional Signatory's (as applicable) knowledge, consent or authorisation;

you and **your** means the person or persons in whose name the Account is held.

1.2 Interpretation

- (1) In these Terms and Conditions, unless the context requires another meaning, a reference:
 - (a) to the singular includes the plural and vice versa;
 - (b) to a document (including these Terms and Conditions) is a reference to that document as amended, consolidated, supplemented, novated or replaced;
 - (c) to a party means a party to these Terms and Conditions;
 - (d) to a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency, and it also includes the person's successors, permitted assigns, substitutes, executors and administrators;

- (e) to a law is a reference to that law as amended, consolidated, supplemented or replaced.
- (2) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.
- (3) Headings are for convenience only and do not affect interpretation.

2. Code of Banking Practice and Electronic Funds Transfer

Code of Conduct

- 2.1 Where the Code of Banking Practice applies Card Services will observe the relevant provisions of that Code. Card Services will provide you with a copy of the Code of Banking Practice on request.
- 2.2 General descriptive information on the following is contained in your Account Conditions or these Terms and Conditions and can be provided on request:
 - (1) account opening procedures;
 - (2) our obligations regarding the confidentiality of your information;
 - (3) complaint handling procedures; and
 - (4) the advisability of you informing us promptly when you are in financial difficulty.
- 2.3 Card Services warrants that it complies with the requirements of the Electronic Funds Transfer Code of Conduct.

3. Privacy And Confidentiality

Card Services, in addition to its duties under the Privacy Act 1988, has a general duty of confidentiality towards you, except in the following circumstances:

- (1) where disclosure is compelled by law; or
- (2) where there is a duty to the public to disclose; or
- (3) where Card Services' interests require disclosure; or
- (4) where disclosure is made with your express or implied consent.

4. Statements of Account

Transactions performed using Electronic Equipment (including ATM, EFTPOS, Card Services Online and Card Services Phone Banking) will be recorded on your statements of Account which are provided to you in accordance with your Account Conditions

5. Notices

- 5.1 Except where you have specifically agreed to receive information or notices under these Terms and Conditions and Account Conditions electronically (to the extent permitted by law), Card Services will send all notices including the statements of Account to the most recent mailing address received from you.
- 5.2 If you have agreed to receive this information or notices under these Terms and Conditions and Account Conditions electronically we may give you a notice either by:
- (1) broadcasting a message on the Card Services Online Internet site; or
 - (2) delivering it to you by an electronic message to your latest e-mail address recorded on our system.
- 5.3 Any notice or statement to be given or demand to be made to you under these Terms and Conditions:
- (1) if a signature is required, will be effectively signed on behalf of Card Services if it is executed by Card Services, any of Card Services' officers, solicitor or attorney; and
 - (2) will be served by being: delivered personally to, left at, or posted in a prepaid envelope or wrapper to your address, or by being emailed to your email address, as notified to Card Services or your registered office, place of business, or residence last known to Card Services, or by being sent to you by facsimile transmission
- 5.4 A demand or notice, if:
- (1) delivered personally will be deemed

- served when left at the address;
- (2) posted will be deemed served two Business Days after posting; or
- (3) sent by facsimile or electronic transmission will be deemed served on conclusion of transmission.

Service by any of these methods will be valid even if you do not receive the document or if the document is returned to Card Services unclaimed.

- 5.5 Unless otherwise specified in these Terms and Conditions, notices to us under these Terms and Conditions shall be in writing, signed by you or your duly authorised person and sent to us at the following address or in such other way as set out in these Terms and Conditions or as we may advise from time to time:
Card Services
G.P.O. Box 40
Sydney, NSW. 2001.

6. Variation

- 6.1 Subject to clause 6.3, Card Services may at any time vary these Terms and Conditions by giving you reasonable written notice.
- 6.2 Card Services will provide 20 days prior notice if it introduces any new fee or charge, increases the amount of any fee or charge (other than a government charge), increases your liability for losses or imposes, removes or changes any maximum limits to the amounts that may be withdrawn or transferred by the use of a Card, Card Services Online or Card Services Phone Banking.
- 6.3 Where permitted by law including the Code of Banking Practice and the Electronic Funds Transfer Code of Conduct, we may give you notice of variation of these Terms and Conditions by displaying a notice on or within the immediate vicinity of the site of Electronic Equipment or by press advertisement.

7. Fees and Charges

Subject to the Account Conditions, any fees, government charges and stamp duty payable as a result of the use of a Non-Cash Payment

Facility are payable by you and we will debit such charges to the Account.

8. Liability for Loss

If you or an Additional Signatory do not observe your obligations under these Terms and Conditions or act negligently or fraudulently in respect of any Non-Cash Payment Facility it may cause us loss. You will be liable for any loss or damage which you or an Additional Signatory cause us except to the extent that the loss or damage was caused by our fraud or negligence.

9. Cancelling a Payment Facility

9.1 If we reasonably believe that;

- you or an Additional Signatory are in breach of these Terms and Conditions;
- a Code or Identifier has been compromised; or
- continued use of a Non-Cash Payment Facility may cause us, you or an Additional Signatory loss, or cause us to breach any law; and

urgent action is required to prevent loss or breach, we have the right to take proportionate action to prevent this. We may do so by suspending or cancelling a Non-Cash Payment Facility or access to it at any time without notice to you. We will promptly reverse the action when the circumstances that caused us to take action no longer apply. You can challenge our action using the procedure in clause 25 "Errors and Questions".

9.2 Without limiting the circumstances in which we may suspend or cancel a Non-Cash Payment Facility, we may do so if:

- (1) we reasonably believe your or an Additional Signatory's Card, Code or Identifier are being used, or will be used, in a way that will cause loss to you or us
- (2) we reasonably believe you or an Additional Signatory induced us to issue the Non- Cash Payment Facility by fraud or misrepresentation;

- (3) you or an Additional Signatory breach any of these Terms and Conditions;
- (4) there has been fraud or misrepresentation with respect to the operation of an Account;
- (5) the continued use of Card Services Online, a Card or your Account may cause a loss either to Card Services, you or an Additional Signatory or may cause Card Services to breach any applicable law; or
- (6) we close your Account in accordance with and the Account Conditions.

- 9.3 If we cancel a Non-Cash Payment Facility we will give you reasonable notice that we will do so unless clause 9.1 applies.
- 9.4 If your access to Card Services Online or Card Services Phone Banking is cancelled, we may refuse any Transaction you or any Additional Signatory initiates through Card Services Online or Card Services Phone Banking by giving you reasonable notice unless clause 9.1 applies
- 9.5 You may cancel a Non-Cash Payment Facility at any time by giving us notice in writing.
- 9.6 If you cancel a direct debit request, the appropriate Merchant must also be promptly notified. If you cancel a direct debit request or periodic payment, we must receive your instructions at least one Business Day prior to the due date of the next payment otherwise that payment may still be made.
- 9.7 Periodic payments may be altered or cancelled by you through Card Services Online.
- 9.8 The operation of Non-Cash Payment Facilities is subject to many variables as described in clause 16.2 "Extent of Liability" and we are responsible for seeking to identify, mitigate and manage risks. As part of that management, we or our automated systems may from time to time conclude that there is a need to cancel, suspend or terminate access to any Non-Cash Payment Facilities in response to a perceived risk. We do not promise that this cancellation,

suspension or termination will not affect you or an Additional Signatory. As such, we are not in breach of these Terms and Conditions and are not liable to you or any Additional Signatory for any loss or damage suffered as a result of any suspension, cancellation or termination under this clause 9 "Cancelling a Payment Facility".

- 9.9 We may cancel a periodic payment as to future payments at any time after being advised by the third party to whom the periodic payment relates that no further payment is required.
- 9.10 We may at any time suspend your right to participate in the BPAY® Scheme and will do so without notice if we suspect you or an Additional Signatory of being fraudulent. BPAY® Payments for which instructions have been given and which are scheduled to be made while your right to participate in the BPAY® Scheme is suspended will not be processed by us.

10. Certificate

A signed certificate by us

- (a) stating your liability to us will be evidence of the amount you owe us at the date of the certificate unless shown to be incorrect. You are also liable for Transactions which we do not know about at that date;
- (b) giving copies of any documents or records we have about your Account or any application for your Account will be evidence at the date of the certificate of what is contained in those documents or records unless shown to be incorrect.

11. Invalid or Unenforceable Provisions

If a provision of these Terms and Conditions is invalid or unenforceable in a jurisdiction, it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability, and that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

12. Waiver and Exercise of Rights

A single or partial exercise of a right by Card Services does not preclude another exercise or attempted exercise of that right or the exercise of another right. Failure by Card Services to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

13. Recording Conversations

Conversations between any officer or employee of Card Services and you or any other person authorised to operate your Account may be recorded. We may use the recording (or any transcript of the recording) in any proceedings that may be commenced in connection with these Terms and Conditions.

14. Altering or Stopping a Payment

Subject to these Terms and Conditions you may alter or stop any payment through a Non-Cash Payment Facility from an Account before the payment instruction has been processed by contacting Card Services Phone Banking before payment has been processed. Card Services will act promptly on your instructions to alter or cancel a payment

15. Transaction Monitoring

Transactions may be monitored for quality control purposes including for the prevention of fraud and for anti-money laundering and counter-terrorism financing purposes.

16. Extent of Liability

- 16.1 The responsibility for the repayment of any funds credited to the Account remains solely with us. No other institution, corporation or person (including but not limited to, any parent, subsidiary or affiliated company of ours or any Card Services Network Member) shall be responsible for the repayment of any funds credited to the Account.
- 16.2 The Non-Cash Payment Facilities provided under this agreement are intended to be generally available for reasonable use. However, the facilities depend on a series of services, some of which are provided by Card Services and its affiliates and others provided by unrelated parties. Correct

operation of the services depends on networks, machines, and devices (such as the Card), many of which are not under our control. We do not promise that all of these services (including ones that we control) will be constantly available at full performance. This means that sometimes, when you or an Additional Signatory wish to transact, it may not be processed immediately and in some circumstances it may not be processed at all. The following are some examples of events that might cause less than full performance;

- (1) malfunctions of telephone line or ancillary equipment, personal computer terminal, related facilities, mobile phones and other handheld devices, or other software or hardware belonging to or operated by you and/or an Additional Signatory;
- (2) failure or delay caused by browser software, computer viruses or related problems attributable to services provided by any Access Service Provider or other software providers;
- (3) prohibition, restriction or delay of your access and/or use of Non-Cash Payment Facility because of:
 - (a) the laws and regulations of the country from where you access the Non-Cash Payment Facility and/or the terms and conditions prescribed by the relevant Access Service Provider in such country of access; or
 - (b) any act or omission by the Access Service Provider
- (4) your reliance on, or action or failure to act upon any third party information provided by us through Card Services Online, Card Services Phone Banking or BPAY®;
- (5) delay or failure in any transmission or

- communication facilities;
- (6) request to alter or stop a payment being made through a Non- Cash Payment Facility from an Account which are received by us after we have taken action to follow the original payment instructions;
- (7) other events beyond our reasonable control including (but not limited to) situations where the failure or delay is due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war, acts of terrorism, civil strife, natural disasters or any other similar causes.

Our liability for these events is limited to the conditions and warranties imposed on us by laws such as the Trade Practices Act, fair trading legislation or other laws which may imply warranties into a contract to protect you, such as a promise that the services are fit for their intended purposes. These laws may allow us to exclude liability if you acquire services as part of a business. To the extent permitted by law, we exclude liability under implied statutory conditions and warranties, or limit our liability under such warranties and conditions to supplying the services again or paying the cost of that resupply. This clause does not limit our liability under clause 28 "Malfunctions of Electronic Equipment or System" where failures of our equipment cause you loss, and does not limit your right to raise a dispute.

16.3 If you instruct us to debit or credit your Account under a direct debit or periodic payment arrangement we use reasonable endeavours to follow those instructions, but we are not acting as your agent or the agent of another person. If we act as you instruct us, or if we are delayed in acting as you instructed us, you might suffer loss or damage. You will be liable for any loss or damage which you suffer if we act as you instruct us except to the extent that the loss was caused by our fraud or negligence.

17. Reliance on Your Instructions

17.1 We are entitled to presume (except in cases specified in the Electronic Funds Transfer

Code of Conduct, such as where you tell us that an Identifier has been compromised), unless proved to the contrary, that you or any Additional Signatory have given any instructions identified by your Identifier (including Card Number) and Code (including ATM PIN), and that they are valid and binding on you.

18. Governing Law and Jurisdiction

These Terms and Conditions are intended to be interpreted in accordance with Australian laws. Card Services and you agree not to attempt to involve any court or tribunal in a dispute touching on these Terms and Conditions other than a court or tribunal established under Australian laws

B. CARD SERVICES ONLINE AND CARD SERVICES PHONE BANKING

19. Application

This Section B applies to all Transactions involving use of a Card and where applicable, to Card Services Online and Card Services Phone Banking. These Terms and Conditions are to be read together with your Account Conditions. You should ensure that you and all Additional Signatories have read the Account Conditions. Subject to the exceptions set out in these Terms and Conditions and the Account Conditions you are responsible for all amounts drawn from an Account and any losses incurred by us in connection with the drawing. You may cancel a Card at any time by phoning us. You shall remain responsible for all amounts withdrawn by use of a Card supplied to you and any Additional Signatories until we receive notice from you cancelling the Card. The issue of a Card where you require at least two signatories to operate on the Account is at our discretion and signatories will be jointly and separately liable.

20. Use of Card or Identifier

20.1 The Card may be used to effect Transactions with Merchants in Australia and outside Australia. Card Services will

charge to you and debit the Account with all Transaction amounts.

20.2 A Card or Identifier must not be used:

- (1) by any person other than the cardholder whose name and signature appears on the Card;
- (2) other than within the period of validity indicated on the Card;
- (3) after the Card's expiry or cancellation;
- (4) after the Account's cancellation; or
- (5) during any period when the use of the Account or the Card has been suspended.

21. Limits on Use

- 21.1 Daily and weekly minimum and maximum limits may apply to how much cash can be withdrawn using Electronic Equipment and you will be informed of those limits prior to your first use of the Electronic Equipment. In certain circumstances you may apply to have your daily limit increased temporarily by contacting Card Services Phone Banking. Any increase of a daily withdrawal limit will be subject to Card Services' approval. Merchants, ATM providers or Card Services may set minimum and maximum cash withdrawal amounts. For more information on daily limits contact Card Services Phone Banking.
- 21.2 Transactions made using a Card or Electronic Equipment may be limited to minimum and maximum amounts in any specified period or multiples of any amounts. Limits may vary between Electronic Equipment.
- 21.3 Merchants and ATM providers decide what types of transactions are available with their Electronic Equipment. They may not be the same as the transactions available through our Electronic Equipment. We make no promises that you or an Additional Signatory will not suffer any loss or inconvenience because a particular piece of Electronic Equipment does not offer your proposed transaction type when you or an Additional

Signatory seeks to use it. Our promotional material displayed on any premises shall not be taken as a representation or warranty by us or the Merchant that all goods and services offered by the Merchant may be purchased by use of any of those facilities.

22. Card and Code Security

The security of Card(s) and Code(s) is very important. If you or an Additional Signatory fail to observe these security requirements you may incur liability for any Unauthorised Transaction

22.1 You and each Additional Signatory MUST:

- (1) sign the strip on the reverse side of your Card immediately upon receiving it;
- (2) not tell anyone including family, friend or even a bank officer your Code;
- (3) not let anyone else use your Card and/or Code or Identifier and Code;
- (4) use care to prevent anyone else seeing your Code being entered in Electronic Equipment or overhearing their Code;
- (5) take reasonable steps to protect your Card or Code from loss or theft; and
- (6) immediately destroy any expired Card by cutting it diagonally in half.

22.2 It is recommended you and the Additional Signatories memorise your Code and then destroy any record of it. You and any Additional Signatories must NOT:

- (1) choose a Code which is clearly identifiable with you (such as birth date, phone number, post code or car registration number) or which represents a recognisable part of your name;
- (2) choose a Code which has an easily retrievable combination (such as repeated or consecutive numbers or letters eg 1111, 1234, BBBB or BCDE);
- (3) write or in any way indicate your Code on your Card even if it is disguised; or
- (4) keep record of your Code (without making a reasonable attempt to disguise the Code) on any item normally

carried with or stored with your Card or Identifier, or liable to loss or theft at the same time with the Card or Identifier.

22.3 The following are examples of what is NOT a reasonable attempt to disguise a Code.

- (1) the Code as a telephone number;
- (2) the Code amongst other numbers or letters with any of them marked to indicate the Code;
- (3) the Code in reverse order;
- (4) the Code disguised as a date or an amount; or
- (5) the Code in an easily understood form.

22.4 If the Electronic Funds Transfer Code of Conduct applies to an Account:

- (1) the above provisions may differ from the circumstances in which you are liable for losses resulting from Unauthorised Transactions under the Electronic Funds Transfer Code of Conduct; and
- (2) to the extent that the above provisions differ from the relevant provisions of the Electronic Funds Transfer Code of Conduct, your liability for such losses will be determined under the Electronic Funds Transfer Code of Conduct.

23. Lost or Stolen Card or Code (Includes ATM PIN) and Unauthorised Transactions

23.1 Where:

- (1) a Card is lost or stolen;
- (2) a Code is lost, stolen or disclosed to someone else; or
- (3) you or an Additional Signatory suspects that:
 - (a) a Code is lost, stolen or has become known by someone else; or
 - (b) your Card (or any expired Card) or Identifier or Code has been used to effect an Unauthorised Transaction or has otherwise been misused,
you or the Additional Signatory must immediately inform us and provide all information as required.

- 23.2 Telephoning us is the best way to minimise your risk. Upon receipt of notification from you or an Additional Signatory, we will cancel your or the Additional Signatory's Card (as applicable) and/or Code and may cancel the Identifier. We will advise you or an Additional Signatory (as applicable) of a notification number. After cancellation, the Card and/or Code or Identifier must not be used again even if they are subsequently found.
- 23.3 In the event that our notification facilities (including Card Services Phone Banking facilities) are not available for any reason, any losses occurring during these periods that were due to non notification shall be deemed to be our liability, providing notification is made within a reasonable time of the facility again becoming available.

24. Emergency and Customer Service

To report lost or stolen Cards, Devices or Codes or if you need any assistance with Card Services Non-Cash Payment Facilities, telephone 24 hours a day, seven days a week Card Services Phone Banking on:

1300 135 538 (within Australia); or

+61 2 8225 0620 (from outside Australia).

25. Errors and Questions

- 25.1 Your role is extremely important in the prevention of any unauthorised use or operation of your Account. You must promptly examine your statement upon receipt. If you discover any Unauthorised Transactions, discrepancies, omissions, debits wrongly made, inaccuracies or incorrect entries in your statement, or you have a complaint or believe that an error or fraud has occurred in relation to a Non-Cash Payment Facility you must immediately call Card Services Phone Banking.
- 25.2 Your ability to dispute a Transaction may be lost if you do not notify us immediately on having notice of the Transaction.
- 25.3 You must then provide written notice to us with sufficient details to enable us to investigate the enquiry. The notice shall include the following information:

- (1) your name, address and Account number;
- (2) any Additional Signatory's (as applicable) name and address, where necessary;
- (3) details of the complaint, error or fraud; and
- (4) any other information requested by us.

25.4 You must comply with any request by us for further information (including a statutory declaration where required).

25.5 Where an enquiry is not settled to your satisfaction, we will advise you in writing of the procedures for the investigation and resolution of the dispute. Where applicable, these procedures will be in accordance with the Electronic Funds Transfer Code of Conduct. A copy of these procedures is available on request.

25.6 Despite the existence of these procedures, you must refer at first instance any disputes relating to a Transaction amount to the Merchant concerned where the Transaction was made through Electronic Equipment at the Merchant's site. This does not apply where the dispute arises due to the occurrence of an event referred to in clause 23.1 above.

25.7 For eligible Transactions processed through a Network Card Services may:

- (1) resolve a complaint under the rules of the Network. If Card Services decides to resolve a dispute in this manner Card Services and you are bound by the operating rules of the Network and resolution will be governed by the limits imposed by those rules. Failure to notify us within the time frames set by the Network may affect the success of your claim;
- (2) claim a Chargeback right where one exists and you have notified a disputed Transaction to Card Services within the required time frame. If you or an Additional Signatory makes a BPAY® Payment with a Card, you cannot

claim a Chargeback. BPAY® only allows refunds of mistaken, unauthorised or fraudulent payments subject to the separate BPAY® terms below

- (3) claim a Chargeback for the most appropriate reason; and
- (4) reject a refusal of a Chargeback by a Merchant's financial institution if it is inconsistent with the relevant operating rules.

26. Liability for Unauthorised Transactions

26.1 Subject to clause 27 you will have no liability for an Unauthorised Transaction:

- (1) arising from a Transaction that is caused by the fraudulent or negligent conduct of our employees or companies involved in networking arrangements or of Merchants who are linked to Electronic Equipment or of their agents or employees;
- (2) relating to Cards, Identifiers or Codes that are forged, faulty, expired or cancelled;
- (3) arising from a Transaction which requires the use of a Card and/or Code and occurring before you or any Additional Signatory have received your Card or Code;
- (4) resulting from a Transaction occurring after notification to us that an event referred to in clause 23.1 above has occurred;
- (5) where it is clear that neither you nor any Additional Signatory have contributed to the losses from the Unauthorised Transaction; or
- (6) that is caused by the same Transaction being incorrectly debited more than once to your Account.

26.2 This section does not apply to any Transaction carried out by you or an Additional Signatory or by anyone performing a Transaction with your or an Additional Signatory's knowledge and/or consent (as applicable).

27. Code (Includes ATM PIN) Not Properly Safeguarded

- 27.1 If you or an Additional Signatory have contributed to a loss by (including and not limited to):
- (1) writing or indicating the Code on the Card;
 - (2) writing or indicating the Code on any article carried with or stored with the Card or Identifier (unless you or the Additional Signatory have very carefully disguised the Code) or liable to loss or theft at the same time with the Card or Identifier; or
 - (3) voluntarily disclosing the Code to anyone else, then you are liable for all losses which occur before we are notified that an event referred to in clause 24.1 above has occurred, except for that part of any losses incurred which:
 - (a) on any one day exceed the Daily Transaction Limit; or
 - (b) exceed the available funds including any agreed line of credit in the Account at the time of the Unauthorised Transaction.
- 27.2 If you or an Additional Signatory have contributed to a loss by unreasonably delaying notification of the occurrence of an event referred to in clause 23.1 above, you are liable for all losses which occur between when you or an Additional Signatory (as applicable) first became aware (or should reasonably have become aware in the case of a lost or stolen Card, Identifier or Code) of an event occurring and when Card Services was actually notified, except for that part of any losses incurred which:
- (1) on any one day exceed the Daily Transaction Limit; or
 - (2) exceed the available funds including any agreed line of credit in the Account at the time of the Unauthorised Transaction.
- 27.3 Other loss:

Where it is unclear whether or not you or an Additional Signatory have contributed to a loss resulting from an Unauthorised Transaction then, for the period commencing from the time the Card, Identifier or Code was misused, lost or stolen, until the time you or an Additional Signatory (as applicable) notify us, you could lose up to the lesser of:

- (1) \$150 Australian dollars (or such lower amount that may be determined by Card Services);
- (2) the actual amount lost; or
- (3) the available funds in the Account.

28. Malfunctions of Electronic Equipment or System

28.1 If our Electronic Equipment or our electronic system malfunctions, resulting in loss to you, we will correct that loss by making any necessary adjustment to the Account including an adjustment for any applicable interest or fees.

28.2 If our customer service telephone notification number should ever be temporarily unavailable, we will reimburse any loss arising between the time you or an Additional Signatory (as applicable) attempted notification and the actual time of notification provided you or an Additional Signatory subsequently gave such notice at the first reasonable opportunity.

28.3 Our liability shall be limited to the correction of any errors and the refunding of any charges or fees imposed where:

- (1) the failure or malfunction is caused by your or an Additional Signatory's (as applicable) act or omission; or
- (2) you or an Additional Signatory were aware that our Electronic Equipment or our electronic system was unavailable for use or was malfunctioning.

29. Use of Card, Card Services Online and Card Services Phone Banking outside Australia

29.1 All cash withdrawals made by use of the Card:

- (1) shall be in a currency permitted in

the country where the Transaction is effected; and

- (2) when a Card is used outside Australia, Transactions effected in a currency other than Australian dollars will be converted to Australian dollars using rates that we, or the Network which is performing the conversion determine to be the appropriate rate for foreign exchange transactions for the relevant countries currencies on the relevant days. Additional details on international Transactions are contained in the Account Conditions.

29.2 Subject to the provisions of clause 30 "ATM Cash Withdrawals", the use of a Card, Card Services Online and Card Services Phone Banking outside Australia is subject to any exchange control regulations and requirements of the Reserve Bank of Australia.

29.3 The maximum amount of a cash advance by use of a Card and the purpose for which it is obtained may be determined by the Reserve Bank of Australia and the laws and requirements of the country in which the cash advance is effected or requested or any other applicable law.

29.4 The use of the Card, Card Services Online and Card Services Phone Banking outside Australia is also subject to the laws and sanctions of Australia, the USA, and the country in which you use or try to use those facilities. Card Services makes no promises that you or any Additional Signatory will be able to use those facilities outside of Australia.

30. ATM Cash Withdrawals

You and any Additional Signatories may make cash withdrawals (including outside of Australia) from an Account by use of a Card at ATMs. Use of the Card at ATMs will result in

- (1) the collection, storage, communication, monitoring and processing (by any means) by Network Members of all information and data necessary for us to maintain

appropriate Transaction records in relation to the Account;

- (2) the release and transmission to and between Network Members of all information and data (including details of the Account and any Transactions shown) necessary to enable the Card to be used in ATMs;
- (3) the retention of all such information and data by Network Members; and
- (4) the disclosure of all such information and data by Network Members in compliance with all applicable laws and regulations governing such disclosure.

31. Ownership of Card

The Card remains our property.

You must destroy or return the Card to us upon:

- (1) receiving notice from us cancelling the Card;
- (2) closure of the Account;
- (3) revocation of your authority to operate on the Accounts; or
- (4) upon you notifying us in writing that at least two signatories are required to operate the Account.

32. Transactions

32.1 A Transaction made through Electronic Equipment may be processed to the Account on the day that you make it or the following Business Day, depending on any cut off times applied by the operator of that Equipment. Where we are the operator, a Transaction made after 4pm (EST) on a Business Day or at any time on day that is not a Business Day may be processed on the following Business Day.

32.2 No withdrawal, transfer or payment from an Account may be made which exceeds the credit balance of that Account or any agreed line of credit.

32.3 We shall not be responsible to you for any loss incurred by you in any of the following situations:

- (1) you do not have sufficient funds in your Account to make a funds transfer or payment;

- (2) an order of court directs us to prohibit funds transfers or payments from the relevant Account;
- (3) your Account is closed or your Account (or any funds in it) has been frozen;
- (4) the funds transfer or payment causes your Account balance to go over the credit limit or any credit arrangements set up to cover overdrafts in your Account;
- (5) you have not provided us with complete and correct payment information, including without limitation the name, address, account(s) number, and payment amounts for the payee;
- (6) you did not correctly use any Electronic Equipment including Card Services Online; or
- (7) circumstances beyond our reasonable control prevent the funds transfer or payment, despite reasonable precautions taken by us.

33. Printed Transaction Record

When you or an Additional Signatory complete a Transaction through Electronic Equipment you or an Additional Signatory (as applicable) should print a Transaction record. You or an Additional Signatory (as applicable) should check the record to ensure that it reflects the Transactions correctly and accurately.

C. CARD SERVICES ONLINE

34. Application

You and any Additional Signatory may access your Accounts on the Internet using the Card Services Online facility.

From time to time Card Services may require you to use your Default Account details to access Card Services Online.

35. Gaining Access To and Use of Card Services Online

35.1 You understand that you or any Additional Signatory will gain access to Card Services Online through the Access Service Provider in the country from where you access Card

Services Online, and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by that Access Service Provider.

35.2 Supply and maintenance of any equipment necessary to enable you and any Additional Signatory to use Card Services Online (including any hardware and software) and maintenance of an account with an Access Service Provider to enable you to use Card Services Online, is solely your responsibility.

35.3 You must, and must ensure any Additional Signatory will:

- (1) take reasonable steps to maintain the security of your hardware and software; and
- (2) sign off / log off Card Services Online before leaving a computer, mobile phone or other handheld device used to access Card Services Online unattended.

36. Use Of Electronic Mail

You and any Additional Signatory may request general information including statements concerning us or any Card Services company by sending electronic messages through www.cardservicesdirect.com.au. However, you or any Additional Signatory cannot use electronic messages to initiate or conduct Transactions on your Account. For Transactions, please use the appropriate functions within Card Services Online, call Card Services Phone Banking, visit an Australia Post office or an ATM to conduct your banking Transactions.

37. Card Services Online Transactions

37.1 Card Services will provide you with a Code to enable you to use Card Services Online. The Code (other than an Online Authorisation Code) may subsequently be chosen by you within such parameters that are determined by Card Services.

37.2 Use of the Code will entitle you to obtain such financial details in relation to your Account and effect such Transactions as Card Services may determine.

37.3 For information on the current range of

services and Transactions through Card Services Online, please visit the www.cardservicesdirect.com.au homepage.

- 37.4 Card Services does not warrant accessibility described in this clause 37 where access is sought by a personal computer with an Apple Macintosh or Unix operating system.

38. Currency of Information

- 38.1 Unless advised otherwise by Card Services, Account information through Card Services Online will reflect the position at the close of business on the previous Business Day.

- 38.2 Card Services will do everything possible to ensure that Card Services Online is available 24 hours a day, seven days a week and that the information available is correct and up to date. However, there may be circumstances beyond our reasonable control which may result in the temporary failure of Card Services Online. In the event of such unavailability, you may use other Card Services Non-Cash Payment Facilities to conduct Transactions or visit an Australia Post Office during their hours of operation to make a payment to the Account.

39 . Transfers and Payments

- 39.1 You may need to obtain from Card Services and enter an Online Authorisation Code before being able to transfer funds from your Account to a new payee. Follow the instructions in relation to adding and activating a payee on Card Services Online.
- 39.2 Funds can be transferred between any of your Accounts, however you cannot transfer funds from a credit card account to any other account or from a line of credit that is not a mortgage account to a credit card account. A funds transfer constitutes a withdrawal from the account from which you make the transfer or payment and a deposit to the account to which you make the transfer or payment. If you make a transfer after 4pm (EST) on a Business Day or at any time on a day that is not a Business Day, your Transaction may not be processed until the following Business Day.

39.3 If you are transferring or paying funds into either your own account or a third party account held with us in Australia, your payee will receive funds immediately. If you are transferring to an account held by us, any of our parent, subsidiary or affiliate companies outside Australia (for which online processing of transfers is enabled) then your payee will normally receive funds almost immediately after the transfer being effected, but may in some cases (depending upon the availability of processing facilities at the destination) take a maximum of 24 hours. If you are transferring funds to an account held with some other bank in Australia then, depending at what time of the day the request is made, funds may not be treated as received until up to three Business Days following your request.

Please be aware that Card Services does not promise that the funds will be received by the times referred to in this clause where there are circumstances beyond our reasonable control that prevent receipt. For examples of relevant circumstances, see clause 16 "Extent of liability".

40. BPAY®

The BPAY® service is available through Card Services Online. Refer to the separate BPAY® terms below for terms and conditions of use.

41. Proprietary Rights in Card Services Online

All proprietary rights (including without limitation title, patent rights and copyright) in Card Services Online (including without limitation the Card Services Online internet site) shall at all times vest and remain vested in us.

42. No Warranty for the Accuracy of Third Party Information

Where we as part of Card Services Online provide you with any information which we obtain from any third party, we do not thereby warrant the accuracy or completeness of any such third party information.

43. How do You Deliver Notices to Us Using Card Services Online

43.1 In addition to the notification provision in Section A above, you or any Additional Signatory may also notify us of the certain matters as available on Card Services Online. Currently this includes:

- (1) Inquiry on Funds Transfers;
- (2) Feedback/General Inquiry;
- (3) Suggestions/Comments;
- (4) Request for Brochure/Application Forms;
- (5) Inquiry on products and promotions;
- (6) Inquiry on Statements;
- (7) Inquiry on Transactions;
- (8) Inquiry on Payments/Deposits; and
- (9) Request for Change of Address.

43.2 General queries in relation to Card Services Online may be made by going to www.cardservicesdirect.com.au and clicking on "Contact Us".

D. CARD SERVICES PHONE BANKING

44. Application

44.1 You may use Card Services Phone Banking to access your Account subject to the Account Conditions.

44.2 You can access Card Services Phone Banking on 1300 135 538 (within Australia) or +61 2 8225 0620 (from outside Australia).

45. Card Services Phone Transactions

45.1 Card Services will provide you with a TPIN to enable you to use Card Services Phone Banking. The TPIN may subsequently be chosen by you within such parameters as are determined by Card Services

45.2 Use of the TPIN will entitle you to obtain such financial details in relation to your Account and effect such Transactions as Card Services may determine

46. Currency of Information

46.1 Unless advised otherwise by Card Services, Account information through Card Services

Phone Banking will reflect the position at the close of business on the previous Business Day.

- 46.2 Card Services will do everything possible to ensure that Card Services Phone Banking is available 24 hours a day, seven days a week and that the information available is correct and up to date. However, there may be circumstances beyond our reasonable control which may result in the temporary failure of Card Services Phone Banking. We do not promise that your experience of Card Services Online will be uninterrupted and that the information available will be correct and up to date in the event of temporary failures of Card Services Phone Banking. In the event of such unavailability, you may use other Card Services Non-Cash Payment Facilities to conduct Transactions or visit an Australia Post Office during their hours of operation, to make a payment to the Account.

47. Transaction Record

When you or an Additional Signatory make a Transaction through Card Services Phone Banking, we will provide a Transaction reference number which acts as a receipt. We recommend that you or an Additional Signatory (as applicable) write this number down. It should be quoted if you have any queries.

48. Call Costs

You can call from anywhere in Australia for the cost of a local call. Otherwise, normal overseas and mobile call rates apply.

49. BPAY®

The BPAY® service is available through Card Services Phone Banking. Refer to the separate BPAY® terms below for terms and conditions of use.

E Periodic Payments and Direct Debits

50. Application

- 50.1 You may authorise Card Services to make periodic payments from your Account.
- 50.2 You may arrange to make regular payments from your Account using Direct Debit Request facilities.

51. Periodic Payments

- 51.1 A periodic payment is an arrangement through which you can set up a payee to receive regular payments of a set dollar amount from your Account. You can arrange a periodic payment through us by completing a form or by setting up the payment instruction online through Card Services Online.
- 51.2 You must provide the information we require to effect the periodic payment. Information required may include the BSB and account numbers and account name of the accounts from and to which payments are to be made. You are responsible for the accuracy of the information you provide to us to make the payment. You should therefore check all information, including the payee's BSB and account number, before providing it to us. We do not check and are not responsible for checking the accuracy of the information you provide. Incorrect information may result in your payment being made to an account that is not the account of the intended payee. You are liable for any payment we carry out in accordance with your instructions.
- 51.3 We will process your periodic payment in accordance with your instructions and subject to any additional terms and conditions that you accept at the time the periodic payment is established.
- 51.4 Periodic payments are subject to any arrangement now in existence or which may hereafter come into existence between us and you.

- 51.5 We configure our systems in a manner that we believe will contribute to the efficient, honest and fair provision of our financial services, which may be varied from time to time. This includes making decisions about the order in which systems will operate, which may affect the order in which your instructions (including periodic payments, and other orders) will be processed. If your Account has sufficient funds available to make all payments that are due on a particular day, the relevant order of payment is unlikely to affect you. If your Account does not have sufficient funds to make all payments due on that day, our systems will not pay all of the payments due on that day.
- 51.6 We use reasonable endeavours to debit your Account on the days nominated by you, but do not promise to always do so. If the day on which your Account is to be debited is not a Business Day, or if we or another payment system participant cannot process a payment on that day, the debit will usually be made on the next Business Day.
- 51.7 A periodic payment will remain effective notwithstanding any purported revocation or your death, bankruptcy or liquidation until notice of cancellation of the periodic payment has been received by us.

52. Direct Debit

- 52.1 You can authorise a debit user, who may be a Merchant or other service provider, to debit amounts from your Account, as and when you owe those amounts to the debit user. This is called a Direct Debit arrangement. The Merchant or service provider will provide you with a Direct Debit Request Service Agreement for you to complete and sign to provide them with this authority.
- 52.2 Details regarding timing of a direct debit will be outlined in the Direct Debit Request Service Agreement the Merchant or service provider has supplied to you.

53. Cancelling Recurring Instruction

- 53.1 You are encouraged to maintain a record of any regular payment arrangements

(including direct debits and periodic payments) that you have with a Merchant or a service provider.

- 53.2 To change or cancel any regular payment arrangements, you should contact the Merchant or the service provider at least 15 days prior to the next scheduled payment. The financial institution must accept the Merchant's transaction until you have successfully cancelled your regular payment arrangement. Please retain a copy of your request to change or cancel any regular payment arrangements with a Merchant or a service provider. You have the right to challenge a transaction if a Merchant or a service provider has not acted in accordance with your instructions.
- 53.3 If your Account is closed or your card number is changed, for example as a result of your previous card being lost or stolen, you must contact the Merchant or service provider to cancel or change the details of your existing regular payment arrangements.

54. Available Funds

- 54.1 Before each periodic payment or direct debit you must ensure that you have sufficient cleared funds available in your Account, from which a payment will be made, to enable that payment to be made.
- If the payment date falls on a day other than a Business Day, those funds must be available by close of business on the previous Business Day.
- 54.2 If your Account has insufficient funds to cover the amount of the payment we may honour the Transaction. By honouring a Transaction this may cause your Account to become overdrawn. This does not constitute our authorisation or agreement for the Account to be overdrawn and you should refer to your Account Conditions for information on overdrawn accounts.

F. BPAY®

55. Application

- 55.1 We are a member of the BPAY® Scheme which is an electronic payments scheme through which you and Additional Signatories can ask us to make payment on your behalf to Billers who accept BPAY® Payments. We will notify you if we cease to be a member of the BPAY® Scheme.
- 55.2 BPAY® is available through Card Services Online and Card Services Phone Banking.

56. Payments

- 56.1 We will not accept an order to stop a BPAY® Payment once you have instructed us to make that BPAY® Payment.
- 56.2 You or an Additional Signatory should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment - for those errors see clause 56.6 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. Clauses 58, 59 and 60 describes when and how we will arrange for such a BPAY® Payment (other than in relation to an underpayment) to be refunded to you.
- 56.3 Subject to clause 68 - Billers who participate in the BPAY® Scheme have agreed that a BPAY® Payment you or an Additional Signatory make will be treated as received by the Biller to whom it is directed:
- (1) on the date you make that BPAY® Payment, if you or an Additional Signatory tell us to make the BPAY® Payment before 4pm (EST) on a Banking Business Day;
 - (2) on the next Banking Business Day, if you tell us to make a BPAY® Payment after 4pm (EST) on a Banking Business Day, or on a non Banking Business Day; or
 - (3) if available on the day you have nominated for a scheduled payment to take place or where this day is not

a Banking Business Day on the next Banking Business Day.

56.4 Delay may occur in processing a BPAY® Payment where:

- (1) there is a public or bank holiday on the day after you or an Additional Signatory tell us to make a BPAY® Payment
- (2) you or an Additional Signatory tell us to make a BPAY® Payment either on a day which is not a Banking Business Day or after the 4pm (EST) on a Banking Business Day
- (3) another financial institution participating in the BPAY® Scheme does not comply with its obligations under the BPAY® Scheme; or
- (4) a Biller fails to comply with its obligations under the BPAY® Scheme.

56.5 While it is expected that any delay in processing under this agreement for any reason set out in clause 56.4 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

56.6 You and any Additional Signatory must be careful to ensure that you tell us the correct amount you or an Additional Signatory wish to pay. If you or an Additional Signatory instruct us to make a BPAY® Payment and later discover that the amount you or an Additional Signatory told us to pay was less than the amount needed to pay, another BPAY® Payment can be made for the difference between the amount actually paid to a Biller and the amount needed to pay.

56.7 If you or an Additional Signatory discover that the amount you or an Additional Signatory instructed us to pay was more than the amount due to the Biller, you must contact the Biller to negotiate any refund.

57. Liability and EFT Code

If under this clause 59 you are liable for an unauthorised or fraudulent payment made on

or after 1 April 2002 and the Electronic Funds Transfer Code of Conduct applies, then your liability is limited to the lesser of:

- (1) the amount of that unauthorised or fraudulent payment; and
- (2) the limit (if any) of your liability set out in the Account Conditions. If (2) applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

58. Mistaken Payments, Unauthorised Transactions and Fraud

We will attempt to make sure that your or an Additional Signatory's BPAY® Payments are processed promptly by the participants in the BPAY® Scheme, including those Billers to whom the BPAY® Payments are to be made. You or any Additional Signatory must promptly tell us if:

- (1) you or an Additional Signatory become aware of any delays or mistakes in processing your BPAY® Payments
- (2) if you or an Additional Signatory did not authorise a BPAY® Payment that has been made from your Account, or
- (3) if you or an Additional Signatory think that you have been fraudulently induced to make a BPAY® Payment.

We will attempt to rectify any such matters in relation to your BPAY® Payments in the way described in this clause. However, except as set out in clause 57 and clause 28 and to the extent that a Transaction was permitted by you, we will not be liable for any loss or damage you suffer as a result of using the BPAY® Scheme.

The longer the delay between when you or an Additional Signatory tell us of the error and the date of your BPAY® Payment, the more difficult it may be to perform the error correction. For example, we or the Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

59. Mistaken Payments

If a BPAY® Payment is made to a person or for an amount, which is not in accordance with your or any Additional Signatory's instructions (if any), and your Account was debited for the amount of that payment, we will credit that amount to your Account. However, if you or an Additional Signatory were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of us attempting to do so, you must pay us that amount.

60. Unauthorised Payments

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 with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if

- (1) we can not recover within 20 Banking Business Days of us attempting to do so that amount from the person who received it, and
- (2) the payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions.

61. Fraudulent Payments

If a BPAY® Payment is induced by the fraud of a person involved in the BPAY® Scheme, 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 the BPAY® Scheme 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.

62. Resolution Principles

If a BPAY® Payment you or any Additional Signatory have made falls within the type described in clause 60. and also clause 59 or 61, then we will apply the principles stated in clause 60. If a BPAY® Payment you or any Additional Signatory have made falls within both the types

described in clauses 59.1 and 61, then we will apply the principles stated in clause 61.

63. No “Chargebacks”

Except where a BPAY® Payment is a mistaken payment referred to in clause 59, an unauthorised payment referred to in clause 60, or a fraudulent payment referred to in clause 61, BPAY® Payments are irrevocable. No refunds will be provided through the BPAY® Scheme 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.

64. Biller Consent

If you or an Additional Signatory tell us that a BPAY® Payment made from your Account is unauthorised, you must first give us your written consent addressed to the Biller who received that BPAY® Payment, consenting to us obtaining from the Biller information about your Account with that Biller or the BPAY® Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY® Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY® Payment.

65. How to use the BPAY® Scheme

- 65.1 You and any Additional Signatory must comply with the Account Conditions applying to the Account to which you request us to debit a BPAY® Payment, to the extent that those Account Conditions are not inconsistent with or expressly overridden by the BPAY® terms. The BPAY® terms set out below are in addition to those terms. If there is any inconsistency between the Account Conditions and the BPAY® terms, the BPAY® terms will apply to the extent of that inconsistency.
- 65.2 When a credit card is used to pay a bill through the BPAY® Scheme, we treat that payment as a credit card purchase Transaction.
- 65.3 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.

66. Valid Payment Direction

We will treat your or any Additional Signatory's instruction to make a BPAY® Payment as valid if, when you give it to us you comply with the security procedures specified in the Card Services Phone Banking and Card Services Online Terms and Conditions.

67. Information You Must Give Us

The information you or any Additional Signatory must give us to instruct us to make a BPAY® Payment is:

- (1) the Biller Code written on the bill near the BPAY® Logo, and the customer reference number; and
- (2) the Account from which you wish to make the payment; and
- (3) the amount of the payment you wish to make.

We are not obliged to effect a BPAY® Payment if we are not given all of the above information or if any of the information given to us is inaccurate.

68. Payment Queries

- 68.1 Refer to your Account Conditions for information about how Card Services handles your complaints and disputes.
- 68.2 If in relation to a Transaction we fail to observe the appropriate procedures for complaint investigation and resolution, allocation of liability and communication of the reasons for our decision, and such failure prejudices the outcome of our investigation of the complaint or delayed its resolution, we may be liable for part or all of the amount of the Transaction which is the subject of the complaint

69. Cut Off Times

Generally, any withdrawal or deposit will be processed on the day the instructions are received provided your instructions are complete and received by us before 4pm (EST) on any Business Day (excluding days which are public holidays in Sydney). Any Transaction outside these times may be processed on the following Business

Day. A payment may take longer to be credited to a Biller if you tell us to make a payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY® Scheme does not process a payment as soon as they receive its details

70. When a Biller Cannot Process a Payment

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

- (1) advise you of this;
- (2) credit your Account with the amount of the BPAY® Payment; and
- (3) take all reasonable steps to assist you in making the BPAY® Payment as quickly as possible.

71. 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.

72. Privacy

72.1 If you register to use the BPAY® Scheme, you and any Additional Signatory:

- (1) agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY® Scheme (BPAY® Pty Ltd) or any other participant in the BPAY® Scheme and any agent appointed by any of them from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY® Scheme:
 - (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY® Scheme; and
 - (b) such of your transactional information as is necessary to process your BPAY® Payments. Your BPAY® Payments

information will be disclosed by BPAY[®] Pty Ltd, through its agent, to the Biller's financial institution.

- 72.2 You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY[®] Scheme referred to in clause 73.1, as necessary
- 72.3 You can request access to your information held by us, BPAY[®] Pty Ltd or its agent, Cardlink Services Limited at their BPAY[®] Contact Details or Cardlink Contact Details listed in the Definitions. If your personal information detailed above is not disclosed to BPAY[®] Pty Ltd or its agent, it will not be possible to process your requested BPAY[®] Payment.

For more information on your Account, visit us at

www.cardservicesdirect.com.au

or call Card Services Phone Banking

1300 135 538

or

+61 2 8225 0620

if outside Australia

24 hours a day, 7 days a week

