

MyCard Repay Unsecured Credit Terms and Conditions and Other Important Information



Effective **24 November 2025**
This booklet includes Your **Terms and Conditions**, **Credit Guide** and **Information Statement**

About this document

This document is important. It sets out Our and Your rights and obligations regarding Your Account. Please keep it to refer to when You need it. It is important that You and anyone who will operate Your Account read and understand these Terms and Conditions.

Contact Us immediately if You suspect lost or stolen cards, compromised Security Codes (including PINs), unauthorised or disputed transactions or any other security breach. Please see section 12 of Part A of this booklet for reporting requirements.

Contacting Us quickly stops You being liable for some types of transactions (see section 12 and, section 14) and means We may ask for a Chargeback of a transaction where that right exists (see section 10 for reporting requirements). The ability to dispute a transaction may be lost if it is not reported within the timeframes We specify or describe. Time limitations may not apply in circumstances where the ePayments Code applies.

If You are experiencing financial difficulty, please contact Us as soon as possible for further information. Please contact Us if You have questions about these Terms and Conditions or Your Account.

Contents

Part A: Unsecured Credit Terms and Conditions	2	10. Solving problems	10
1. Getting started with Your contract	2	11. Changes	12
1A. How We may exercise Our rights and discretions	2	12. Security and liability for losses for unauthorised electronic transactions	12
2. Use of the Account	3	13. Things We aren't responsible for	13
3. International transactions	4	14. Conditions for specific payment facilities	14
4. Payments	5	15. BPAY®	15
5. Instalment Plans, Balance Transfers and Special Promotions	5	16. General matters	18
6. Statements and other Communications	8	17. Dictionary	19
7. Default, suspension and closure	8	Part B: Credit Guide	22
8. Interest charges	10	Part C: Information Statement	25
9. Fees and other charges You must pay	10	Contact Us	27

Part A: Unsecured Credit Terms and Conditions

1. Getting started with Your contract

We establish an account for the credit We provide under this agreement and issue You a debit card for that account. You must activate Your Account by calling Us or using online access before it is used. When You activate Your Account, You agree to be bound by the terms of Your credit contract. If You do not activate Your Account within 30 calendar days of the Account approval date, we may withdraw Our Loan offer to enter this contract with You. No one can use the Account before it is activated. Any Special Promotion will not be activated until Your Account is activated.

This document is one of several forming the pre-contractual statement. It does not contain all pre-contractual information We give You under the National Credit Code. Your credit contract is made up of:

- the pre-contractual statement document which includes the Financial Table setting out financial information;
- Part A (Unsecured Credit Terms and Conditions); and
- any changes that You agree to (for example, a Special Promotion) or We notify to You (see section 11).

Some capitalised words used in these Terms and Conditions have defined meanings. You can find them in the Dictionary.

1A. How We may exercise Our rights and discretions

When We exercise a right or discretion under this contract (like considering a request You make or deciding whether or not to do something), We'll do it in a way that is fair and reasonable.

We can take a range of things into account when exercising Our rights and discretions. These can include:

- a) Our legal obligations, industry codes, payment scheme rules and the expectations of Our regulators;
- b) protecting Our customers, staff, systems and the personal information We hold;
- c) whether any information You provided Us is misleading, incorrect or incomplete, or You haven't provided Us with information We reasonably need when asked;
- d) how Our products and services are intended to be used (and how You have used them);
- e) Our public statements, including those relating to protecting vulnerable persons, the environment or sustainability;
- f) community expectations and any adverse impact on Our reputation;
- g) whether We need to take action to protect You or another person from a potential fraud or scam; or
- h) risk management, including sanctions risk management.

If We impose any conditions or requirements to any consent We give, or agree to any request that You make subject to conditions, then You'll need to comply with those conditions or requirements.

If We do not make a decision or do something straightaway, We may still do so later on. This includes where We delay or defer doing so, or We temporarily waive a requirement.

Our rights and remedies under this contract are in addition to other rights and remedies given by law independently of this contract.

Our rights and remedies may be carried out by any officer or employee of Us, or any person We have authorised.

We are not liable for any loss or damage:

- a) caused by exercising or attempting to exercise, or failure or delay in exercising, a right or remedy where:
 - i) there's no breach of a legal duty of care owed to You by Us, or by any of Our employees or agents;
 - ii) if there is a breach of such a duty, such loss or damage could not have been reasonably foreseen as a result of any such breach; or
 - iii) We reasonably exercise the discretion, including because of one or more of the factors set out in this section 1A; or
 - b) that results from a breach by You of any term of this agreement,
- except to the extent such loss or damage is caused by Our fraud, negligence or misconduct.

2. Use of the Account

Using the Account

You can use Your Account in the following key ways:

Make payments to others	• Pay using a Card with retailers in store or online or arrange for a Balance Transfer (if available); • Pay bills through BPAY® using telephone services or online access; • Transfer money to an Australian bank account using telephone banking or internet banking; • Set up Periodic Payments, Direct Debits and Recurring Card Instructions (see below for an explanation of these).
Get cash	• Use a Card at an ATM or at some stores through EFTPOS.
Get information	• Get information using telephone services or online access.

Subject to these conditions You are responsible for all transactions on Your Account, and any losses We incur in connection with them, except to the extent such loss or damage is caused by Our fraud, negligence or misconduct.

More information about regular payments

This explains some ways You can establish regular payments from Your account:

Periodic Payments	A repeating payment You can authorise Us in writing to make on Your account (e.g. using online access).
Direct Debits	A regular payment You authorise a merchant to charge to Your account where You provide a merchant with Your BSB and account details. The merchant then charges amounts to Your account.
Recurring card instructions	A regular payment You authorise a merchant to charge to Your card by providing Your card number and details to the merchant. The merchant then charges amounts to Your card.

Some matters relating to regular payments (like what We can cancel and when) depend on the payment scheme rules and can vary between payment types.

Limits on use

You must not, or won't be able to, transact:

- at retailers or ATMs who choose not to accept cards for that type of transaction;
- with a merchant in which You have an ownership interest (unless it is publicly listed);
- with a Card after it expires, is suspended or cancelled;
- for business purposes;
- for the purpose of gambling or in connection with unlawful activities; and
- to invest in shares or other financial products.

Without limiting any other rights or discretion which We may have, You agree that We may:

- delay, block, freeze or refuse to make or receive or credit any payment or payments (or any other transactions) using the services detailed in this booklet (this includes any electronic payments or payments at a branch or agency, and any payments to or from Your account instructed by a cardholder or any other person authorised by You); and/or
- suspend or end access to or use of Your account, including any linked cards, PINs, password, or device, or through any service provided for in this booklet.

Where taking action under either or both of the above points is reasonably necessary to prevent a breach or an anticipated breach of the law of Australia or of any other country, to prevent potentially fraudulent activity or a scam, to manage any risk, to prevent an anticipated material loss to You or Us arising from the misuse or unauthorised use of the account or Our transactional or financial services, or the funds the subject of that transaction will be used to make a payment under another credit facility You have. We may exercise Our rights under either or both of the above points separately or concurrently and for as long as is reasonably necessary to manage any risks.

Subject to section 1A, We will incur no liability to You. We cannot detect and prevent all such transactions. We may not give You advance notice (for example if it is reasonably necessary for Us to act quickly to manage a risk), and sometimes We are not able to explain all of the circumstances to You. If We don't give You advance notice and where it is reasonable to do so, We will advise You within a reasonable time of exercising Our discretion under this section.

You declare and undertake to Us that You do not have any reason to suspect that any payment We make in accordance with any instructions You give Us using the services detailed in this booklet will breach any law in Australia or any other country.

You agree that You will provide any information that We reasonably request connected with the account and any relevant transactions. We may continue any action under this section until We receive a satisfactory response. You acknowledge that if We are not satisfied with Your response or You fail to respond in a timely manner, then We may take this into account when deciding whether or not to close an account in accordance with this contract.

You agree that We may return funds or deal with funds without notice to manage any risk (subject to section 1A).

Some purchases or other transactions may require Our approval before they can be completed, or require a cardholder to enter a security code. If We do not approve or process, or We reasonably delay, any transaction We will not be liable to You or any other person for any loss or damage that You or the other person may suffer as a result except for loss arising as a result of Our fraud, negligence or misconduct.

A Card or Security Code must not be used by anyone except You.

Altering or stopping a payment

You can stop or alter payments You have made or authorised as follows:

Payment type	Stop or alter?	By contacting who before the payment is processed
Periodic Payments	Stop or alter	By contacting Us using telephone services.
Direct Debits	Stop	By contacting Us using telephone services or online access (but it will stop all payments under Direct Debits instruction from that merchant, not just a one off payment).
Recurring Card Instructions	Stop	Only by contacting the merchant.
Other (BPAY®, Card payments)	No	These cannot be stopped or altered.

3. International transactions

Use outside Australia

Making payments, receiving credits from merchants and the use of a card, online access or the customer service centre outside Australia is subject to Australian and overseas legal requirements. This means that making payments, receiving credits from merchants and using those facilities outside Australia may not be possible, permitted or may be subject to limits (e.g. a maximum amount).

Card transactions

You will be charged in Australian dollars for purchases and Cash Advances made in other currencies. In some cases these transactions may be first converted to United States dollars and Your Account will be charged with the Australian dollar amount net of fees and charges.

Conversion rates are based on rates set by the relevant Card scheme in accordance with its rules.

Fees and charges are set out in Your Financial Table and include an "International Transaction Fee".

Conversion differences

Because of the various conversion processes and the rates used in them, the Australian dollar amount that We charge You will usually be different to the amount that You may have calculated at the time You initiated the transaction. Similarly, if You receive a refund of a foreign currency transaction, the Australian dollar amount of that refund might differ from the amount of the original transaction.

4. Payments

Paying the Account

You must pay in Australian dollars the Minimum Payment Due by each Payment Due Date. If there are any Overdue Amounts or Overlimit Amounts, they must be paid straight away to rectify Your Account. If You have an Overdue Amount and Overlimit Amount owing at the end of the Statement Period, the higher of the two amounts will be included in the Total Minimum Payment Due shown in your statement. Your failure to pay an amount by its due date for payment may mean that We can exercise Our rights that arise under these terms and conditions when You are in default (see section 7 for more information). Your statement tells You how to pay Us.

You must pay all amounts owing under this contract without setting off amounts You believe We owe You (except where You have a right of set off that You cannot legally agree to give up such as, where a court order permits or where You have established that a payment is not due and payable).

We credit payments as soon as reasonably practicable and that may be delayed if the payment is not clear funds. If We are not sure which of Your accounts it is intended for We may choose to credit it to any of Your accounts.

Application of payments

Unless an Instalment Plan is set up, we will apply payments firstly to the portion of the Closing Balance of your most recent statement which attracts the highest APR and then to the portion which attracts the next highest APR and so on. Payments are then applied to balances that have not yet appeared on your statement in a similar fashion.

If an Instalment Plan is set up, payments will be applied differently. Please see section 5 for more detail.

5. Instalment Plans, Balance Transfers and Special Promotions

We may offer an Instalment Plan, Balance Transfer or a Special Promotion on any terms and conditions that We determine which, to the extent required, will operate as a variation to these terms and conditions.

We may from time to time offer Points as part of a Special Promotion. If We do so, You must be a Flybuys member or if the Special Promotion terms and conditions allow, become a Flybuys member in order to be eligible for Us to transfer the Points to be credited to Your Flybuys membership account. These Points are only able to be transferred to a Flybuys membership account in Your name. These Points cannot be transferred to any other points earning program. If You are not a Flybuys member at the time or if the Special Promotion terms and conditions allow, become a Flybuys member when We offer the Special Promotion, You will not be eligible to obtain any of the Points offered under the Special Promotion.

Once credited to Your Flybuys membership account, the Flybuys Points are subject to the Flybuys membership Terms and Conditions, as amended from time to time and available at Flybuys.com.au.

Only You can redeem Your Flybuys Points in accordance with the Flybuys Terms and Conditions available at Flybuys.com.au. To the extent permitted by law, We are not responsible for rewards You redeem under the Flybuys program, any death or injury, loss or consequential loss or damage from a reward, or the loss, theft or destruction of a reward, except to the extent such loss or damage is caused by Our fraud, negligence or misconduct. Further, We give no warranty (whether express or implied) whatsoever with respect to any rewards provided under the Flybuys program.

Instalment Plans

Introduction

- Your Instalment Plan is a plan under which a particular balance is paid off in instalments.
- You can convert a new transaction or part of Your outstanding balance including a Retail Purchase or Cash Advance to be an Instalment Plan only where We agree to this.
- An **Instalment Fee** may apply for setting up the Instalment Plan. If this fee applies, it is not included in the Main Instalment Plan Balance and amount you repay by the Monthly Instalments under the Instalment Plan. Instead it will be charged to your Account and shown on your statement for the Statement Period in which you set up your Instalment Plan, and the whole fee will form part of the Minimum Payment Due on that statement.

- When You apply for, or agree to, the Instalment Plan You will be given the following details in relation to that particular Instalment Plan (and You must agree to these in order to enter into the Instalment Plan):
 - the Instalment Fee (if any) that will apply to set up an Instalment Plan;
 - the APR for the Instalment Plan (“Instalment Plan APR”) (which is likely to be different to the APR that would have applied to the particular amount if it had not been converted to an Instalment Plan, and may be zero); and
 - the length of the term, which is the number of months in which You pay the instalments.
- We charge interest on the Instalment Plan from when the Instalment Plan is set up until it is cancelled or repaid in full, and it is generally charged to Your Account at the end of each Statement Period.
- To the extent and while a transaction of a particular type is converted to an Instalment Plan, it will not be a transaction of that type. For example, if a Retail Purchase is converted to an Instalment Plan, for the purpose of these terms, it will not be a Retail Purchase while the Instalment Plan is in place.

How an Instalment Plan usually works

- During the Statement Period in which the Instalment Plan is set up, You will be charged an Initial Interest Charge on the Main Instalment Plan Balance calculated from the day the Instalment Plan is set up until the last day of the Statement Period using the Daily Instalment Plan Rate and the Daily Calculation Method.
- The Initial Interest Charge will be charged to your Account at the end of the Statement Period becomes part of the Minimum Payment Due on the statement We send at the end of the Statement Period.
- Each statement after that will show the instalment for that Statement Period, which is due in the next Statement Period on the Payment Due Date. There will be an instalment for each month of the term (e.g. 24 instalments for a 24-month term) (**Monthly Instalments**):
 - the Monthly Instalments are calculated so that if each (approximately equal) Monthly Instalment is paid on its Payment Due Date, the Main Instalment Plan Balance and any interest in relation to it will be reduced to zero on payment of the last Monthly Instalment. The last Monthly Instalment is generally slightly different to previous Monthly Instalments;
 - each Monthly Instalment includes a principal component plus interest charged on the Main Instalment Plan Balance for the Statement Period; and
 - that interest will be calculated by multiplying the Monthly Average Balance by the Monthly Instalment Plan Rate and charged to your Account at the end of the Statement Period.

Instalment Plan – Application of Payments

Warning – having an Instalment Plan means Us applying payments in a different order

By requesting an Instalment Plan, you request and if we set it up, we agree, that payments made in a Statement Period will be applied:

- a) first to any overdue Monthly Instalment, Initial Interest Charge or Instalment Fee and related interest charged to the Account;
- b) then to any Monthly Instalment, Initial Interest Charge or Instalment Fee due in that Statement Period;
- c) then to the balance of your Account, excluding the Main Instalment Plan Balance, in the way described in section 4. However, if an Instalment Plan is cancelled, payments will be applied to the amount that was part of the Main Instalment Plan Balance for that Instalment Plan as if it formed part of the Closing Balance of the statement for the first Statement Period starting on or after the cancellation was processed (and not any earlier statement); and
- d) then to the Main Instalment Plan Balance. Where there is more than one Instalment Plan we will apply the payments in the order of Instalment Plan APR (the Instalment Plan that attracts the highest APR first, then to the Instalment Plan that attracts the next highest rate and so on) and if more than one has the same Instalment Plan APR, in the order of Instalment Plan creation (the oldest Instalment Plan first, then to the next oldest Instalment Plan and so on).

As a result of payments being applied in that way, you may be liable to pay an amount or rate of interest that is greater than the amount or rate of interest you would be otherwise liable to pay if payments had been applied to balances with higher rates first.

You may withdraw your request to apply payments in that way at any time. If you withdraw your request, this means that you are also requesting that we cancel your Instalment Plan and your Instalment Plan will be cancelled.

What happens if there are Extra Payments, an Instalment Plan is cancelled or payments aren't made on time?

Extra Payments

- When an Extra Payment is made in a Statement Period that does not fully reduce the Instalment Plan to zero, future Monthly Instalments payable as part of that plan will be recalculated over the remaining term using the same Instalment Plan APR and remaining Main Instalment Plan Balance. The Monthly Instalments will be recalculated in the way described in the third dot point of the sub-section titled "How an Instalment Plan usually works".

If You don't pay on time

- If you fail to pay the Minimum Payment Due by its Payment Due Date, we calculate and charge interest on any Overdue Instalment Amount component from the day after the Payment Due Date at the APR applicable to Retail Purchases. It will be calculated using the Daily Retail Rate and the Daily Calculation Method until it is repaid in full.
- Interest on any Overdue Instalment Amount will be charged to your Account at the end of the Statement Period and will form part of the Minimum Payment Due on the statement for that Statement Period.
- We may also cancel the Instalment Plan. We will tell you if an Instalment Plan amount is overdue before we cancel the Instalment Plan.

Ending an Instalment Plan Early

- If an Instalment Plan is cancelled or repaid in full Early, the interest on the Main Instalment Plan Balance in the Statement Period where that happens is calculated using the Daily Instalment Plan Rate and the Daily Calculation Method from the start of the Statement Period up to:
 - the day before the Instalment Plan is cancelled or repaid, if it is cancelled by you or repaid in full; or
 - the day the Instalment Plan is cancelled if it is cancelled by us.

The interest is charged to your Account at the end of the day on the day the Instalment Plan is cancelled or repaid. That interest will not form part of the Main Instalment Plan Balance, will be treated as a Retail Purchase transaction type and interest on it will be calculated and charged in accordance with section 8 at the APR applicable to Retail Purchases.

- If you or we cancel an Instalment Plan, any Main Instalment Plan Balance will revert to the underlying transaction type and the APR and interest calculation that relates to it starting from:
 - the day the Instalment Plan is cancelled if it is cancelled by you; or
 - the day after the Instalment Plan is cancelled if it is cancelled by us.

For example, if a Cash Advance was converted to an Instalment Plan and that Instalment Plan is cancelled, interest will be calculated at the APR applicable to Cash Advances. If a Retail Purchase was converted to an Instalment Plan and that Instalment Plan is cancelled, interest will be calculated at the APR applicable to Retail Purchases.

- If a Retail Purchase that was converted to an Instalment Plan is fully or partially refunded, the Instalment Plan will continue to operate.

General

- If You are eligible to earn Flybuys points, any Flybuys points will be earned prior to conversion to the Instalment Plan. The conversion itself will not earn Flybuys points unless We tell You otherwise.
- For any Instalment Plans, except for section 1A, this section 5 takes precedence over any other terms and conditions where there is a conflict.
- In this Section 5:
 - **Daily Calculation Method** means calculating interest by multiplying the applicable daily percentage rate by the daily unpaid balance for each relevant amount for each day of the relevant period and then adding those amounts together.
 - **Daily Instalment Plan Rate** means the Instalment Plan APR divided by 365.
 - **Daily Retail Rate** means the APR applicable to Your Retail Purchases divided by 365.
 - An Instalment Plan is cancelled or repaid in full **Early** if this happens in a Statement Period before the one in which the final Monthly Instalment amount would have been due.
 - **Extra Payment** means an amount applied to an Instalment Plan during a Statement Period that reduces the Main Instalment Plan Balance.

- **Initial Interest Charge** means the interest charged on the Instalment Plan in the Statement Period when the Instalment Plan is set up.
- **Instalment Fee** means the fee that may apply for setting up an Instalment Plan.
- **Instalment Plan** means a plan under which a particular balance is scheduled to be paid off in a specified number of instalments.
- **Main Instalment Plan Balance** means the remaining principal balance of the Instalment Plan on any day that is not included in a Monthly Instalment that is due or any Overdue Instalment Amount.
- **Monthly Average Balance** means the average balance of the Main Instalment Plan Balance during a Statement Period.
- **Monthly Instalment** means the monthly repayment instalment under an Instalment Plan.
- **Monthly Instalment Plan Rate** means the Instalment Plan APR divided by 12.
- **Overdue Instalment Amount** means any unpaid overdue Monthly Instalments, Initial Interest Charge and Instalment Fee and any related interest.

6. Statements and other Communications

Statements

We will generally send or make a statement available to You each month unless the law does not require Us to, such as if You have no outstanding balance on Your Account and no transactions have been posted to Your Account during the Statement Period. You may also request statements, and we will also send one whenever required by any applicable code.

You should check all entries on the statement when You receive it. If You think there was an error or possible unauthorised use of Your Account You must contact Us promptly or You may be liable for the error or any Unauthorised Transactions. If You delay telling Us this may impact on Our ability to resolve disputes about a transaction.

Communications

We will give statements, notices and other information (together “Communications”) to you by post, electronic means (including email, SMS, or online access), by publishing a notice on our website or any other manner permitted by law. Sometimes we may include a notice as a message on or with your statement.

If we make our Communications available to you via online access or publishing a notice on our website, we will usually send you an email, SMS or letter (in some cases) to let you know that it’s available. We consider the Communication received when we let you know that the Communication is available. You should check regularly for electronic Communications from us.

You need to contact us if your email, mobile phone number or address changes so that you can receive Communications from us.

You may contact us at any time to ask for statements and other notices that we are required to give you.

7. Default, suspension and closure

Default

Your Account will be in default:

- if You fail to pay an amount due by its due date; or
- if We reasonably believe that:
 - there has been fraud or misrepresentation in relation to the approval or operation of Your Account;
 - You have not complied with the law;
 - it becomes unlawful for You or Us to continue with this agreement;
 - You have breached any of these conditions (including because the account is used for a purpose not approved by Us (see section 2- Limits on Use), such as gambling, or any other purpose We may tell You from time to time).

Consequences of default

If Your Account is in default We may take some or all of the following actions:

- close, cancel or suspend Your Account or any Card or refuse to authorise any transaction;
- give notice of cancellation, suspension or refusal to any merchant;
- require You to pay all or part of the outstanding balance of Your Account;
- combine Your Account with any or all of Your other Account(s) with Us, including combining Your Account with a secured credit facility that You hold with Us (the consequence is that one balance remains and if that is a debit balance, You will remain liable to Us for that amount); and
- set off balances or parts of balances in Your Account against money that We owe You such as deposits that We hold (the consequence is that amounts that We owe to each other are reduced by the same amount).

In most circumstances, We will first give You notice stating that Your Account is in default and specifying how and when You must remedy the default. If You do not remedy the default before expiry of the specified time, or if there is a default that cannot be corrected, then We may take appropriate action depending on the seriousness of the default. However, if the law allows Us to take action without notice then We can do so.

If We do not give You advance notice, We will advise You of the action We have taken as soon as possible.

When You can close Your Account and cancel any Payment Facility

You may close Your Account or cancel any Payment Facility by contacting Us.

If You do this We will take reasonable steps to promptly stop future transactions on the Account or Payment Facility, however please note We are unable to reject some transactions, such as Recurring Card Instructions.

If You close Your Account, Your credit contract will end 30 days after the date You ask Us to close Your Account, providing the balance of the Account is zero. At any time during those 30 days, You may ask Us to reactivate Your Account and, if We agree, Your credit contract will continue as if You had never made the request to close.

If You wish to close Your Account You are required to:

- pay the outstanding balance of Your Account after the last transaction You authorised is charged to Your Account including all interest charges, fees, charges and expenses; and
- cancel all Direct Debits and Recurring Card Instructions with merchants.

You remain responsible for all amounts withdrawn from Your Account.

You must notify merchants accordingly to change Your Direct Debit or Recurring Card Instruction details. We assume no responsibility for return fees and charges.

When We can close, cancel or suspend Your Account or any Payment Facility

We may, acting reasonably, close Your Account at any time with 30 days prior notice.

We may close, cancel or suspend Your Account or any Payment Facility at any time at Our discretion. For example, We may do this where:

- Your Account has not been used or has remained in a zero or credit balance for a prolonged period;
- if We do not have all the identification information We need, or We have not received a satisfactory response to information We have reasonably requested;
- We reasonably believe that by allowing the Account to remain open it may adversely impact on Our reputation;
- We reasonably believe that by allowing the Account or Payment Facility to remain open, it may cause You or Us loss, or to breach any law or code of conduct or any terms of this loan contract; or
- a Card, Security Code, Identifier or a process intended to prevent Unauthorised Transactions has been compromised and where We believe taking such action is reasonably required to manage any risk.

Where We close, cancel or suspend Your Account, for example because Your Account is in default because of overdue payments, or has a credit balance for a prolonged period, We will usually give You notice before We do so.

We may not always give notice where it is reasonably necessary for Us to act quickly without notice, for example, to manage a risk or to suspend a scheduled payment established in the BPAY® scheme to prevent potentially fraudulent activity or a scam. BPAY® payments for which instructions have been

given and which are scheduled to be made, where suspended, will not be processed by Us. We may also suspend Your account without notice if We do not have all the identification documentation We need or We have not received a satisfactory response to information We have reasonably requested.

If We do not give You notice before We take the action, We will notify You as soon as possible afterwards.

Consequences of closing or suspending an Account

If Your Account:

- has a credit balance and has been closed (either by Us or by You), We will return the Account balance to You (unless We reasonably believe We are unable to because of Our regulatory or other legal obligations, for example to comply with a court order) or where the relevant statutory requirements have been met, We may transfer the balance to the Commonwealth Government as unclaimed money; or
- if it has a debit balance and has been closed or suspended, unless We tell You otherwise, You must continue to pay Us amounts due until You pay the full outstanding balance, including any further transactions that You are liable for. Interest, fees, charges and expenses will accrue until that time.

Closure, cancellation or suspension of Your Account or any Card does not affect any obligations that arose before or after the closure, cancellation or suspension.

Your credit contract will continue after your Account is closed either by you or us until you pay us the outstanding balance (plus any applicable interest, fees and charges which you have incurred but which are not yet charged to your Account) in full.

8. Interest charges

You must pay interest on everything charged to Your Account. Interest is charged at the end of each Statement Period. This includes interest for the last day of the Statement Period. When we charge interest, we round it to the nearest cent.

We calculate interest for each balance type at its applicable APR on each day, for each Statement Period.

The APR that applies to each balance type (e.g. a Special Promotion) also applies to related fees and interest. The Retail APR applies to Retail Purchase Balance. To calculate that interest, We multiply the applicable daily percentage rate by the daily unpaid balance of its balance type (including related fees and interest) for each day of that Statement Period, and then add those amounts together. The daily percentage rate is the applicable APR divided by 365.

Information on any APR is available on request.

9. Fees and other charges You must pay

Subject to any law that limits Our right to do so, We will charge Your Account with:

- fees and charges applicable to Your Account;
- government taxes, duties or charges that relate to Your Account or its operation;
- any amount (or the Australian dollar equivalent) that any other person charges in connection with Your use of the Account, such as ATM access fees; and
- any expenses We reasonably incur enforcing these conditions against You.

Information on current fees and charges is available on request.

10. Solving problems

Refunds and payment reversals

On occasion, you may receive a refund (such as a credit) into your Account from us or a merchant. For example, this could be for goods or services you've purchased and then returned, or where you have successfully disputed a transaction. There may also be situations where we need to refund a fee or charge or interest to you, for example where an error or adjustment has been made.

How we apply a refund is different to how we apply payments. When you get a refund, we'll apply it to your Account to reduce your outstanding balance. A refund is not treated as a payment by you. This means you must still pay us the Total Minimum Payment Due by the due date(s), regardless of the value of any refund on your Account. The only exception to this is where the refund brings the outstanding balance on the day a payment is due to an amount that is lower than the payment that is due on that day. If this occurs,

you must pay us the outstanding balance on the relevant due date. If you pay more than the outstanding balance on the relevant due date, your Account will have a credit balance.

If your refund is equal to, or more than, your outstanding balance, we'll apply it to your Account in full, so that you'll have a zero or credit balance. If you have a credit balance, it will be applied to any amount subsequently charged to your Account. We won't pay you interest on any credit balance.

If your refund is less than your outstanding balance, the refund will be applied to the unpaid balance of the original transaction type (for example, if it is a Retail Purchase, the refund will be applied to the unpaid Retail Purchase Balance). If there is any refund amount remaining, it will be applied based on the order of dates on which the balance for a transaction type was set up, with it being applied to the earliest first. However, if you have an Instalment Plan, it will be applied to the Main Instalment Plan Balance last.

If a payment is reversed (for example, where you make a payment by direct debit and we don't receive value for the direct debit), we will reverse your payment amount. In that case, the amount of the reversal will be treated as the same transaction types to which the payment was originally applied, except if a payment to an Instalment Plan is reversed, in which case the amount of the reversal will be treated as a Retail Purchase.

Error/dispute resolution

A complaint can be lodged by contacting us in one of the ways set out in Part B of this booklet under the sub-section titled "What you should do if you have a complaint?"

We will investigate Your complaint and try to resolve it quickly and fairly. If You are not satisfied with the result of Your complaint, You can escalate Your complaint to Our Customer Resolutions team.

If You are not satisfied with Our response, You may lodge a complaint with the Australian Financial Complaints Authority or AFCA:

Website: www.afca.org.au
Email: info@afca.org.au
Telephone: 1800 931 678 (free call)
In writing: Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

Chargebacks

If You have a problem with goods or services and the relevant transaction was processed through a Network You may have rights under the applicable Network rules to Chargeback the transaction. We will pursue the Chargeback on Your behalf and the result will be governed by the Network's Chargeback rules. You must:

- first attempt to resolve the issue with the merchant;
- otherwise notify Us of the problem immediately; and
- comply with any reasonable request We make for further information in any form (including providing Us with a statutory declaration).

If You delay notifying Us of the dispute it may affect Our ability to pursue the Chargeback on Your behalf. Please note that if You use Your Account to make a BPAY® payment, You cannot claim a Chargeback. BPAY® only allows refunds of mistaken, unauthorised or fraudulent payments.

Chargebacks do not apply for direct debits.

Except as otherwise set out by law, for example the National Consumer Credit Code or the Australian Consumer Law, We are not otherwise responsible for any disputes between You and a merchant.

11. Changes

We may change the terms and conditions applicable to Your Account, including changing any condition, the APR and fees and charges.

We may tell You about a change by writing to You at Your last known address, by advertisement in a newspaper, through Our webpage or in other ways allowed by applicable laws or industry codes. Generally the following notice periods apply:

As soon as reasonably possible	Reducing Your obligations (e.g. fees) or extending the time for payment.
At least same day notice	Increasing an APR.
At least 30 days	Any other change We make other than those changes that We expressly agree with You.
No notice if the government publishes the change	Changes to government charges.

We will comply with any notice requirements in any applicable laws and codes (such as the Banking Code of Practice and ePayments Code).

12. Security and liability for losses for unauthorised electronic transactions

Reliance on Your instructions

We are entitled to presume (unless contrary to the ePayments Code or these conditions), that You have given any instructions identified by the Your Identifier (including Card number) and Security Code, and that they are valid and binding on You.

You must take care of PINs and other security codes

Security Codes allow access to Your Account and You can change them within limits We set. The security of card(s) and Security Code(s) is very important. If You fail to observe these security requirements You may incur liability for any Unauthorised Transaction.

You MUST:

- sign the strip on the reverse side of the Card immediately upon receiving it;
- keep Your Security Code secret;
- not let anyone else use Your Card and/or Security Code or Identifier and Security Code;
- use care to prevent anyone else seeing Your Security Code (including when using an ATM or EFTPOS terminal) or overhearing Your Security Code;
- take reasonable steps to protect a Card or Security Code from loss or theft; and
- immediately destroy any expired or cancelled Card by cutting it diagonally in half.

You MUST NOT choose a Security Code which is clearly identifiable with You (e.g. birth date or phone number) or which has an easily retrievable combination (e.g. 1234, BBBB).

You need to notify Us of security breaches (including Unauthorised Transactions)

You should immediately notify Us (and You must provide all required information) where any of the following security breaches has or is suspected to have occurred:

- a Card or Security Code is, lost, stolen or disclosed to someone else; or
- Your Card, Identifier or Security Code has been used to effect an Unauthorised Transaction or has otherwise been misused.

We will then cancel the relevant Card and/or Security Code and may cancel the Identifier. After cancellation, they must not be used again even if they are subsequently retrieved.

When are You liable for electronic Unauthorised Transactions?

We apply the ePayments Code to determine when You are liable for losses from an Unauthorised Transaction that is authorised without a physical signature. Some examples of where You are liable, not liable, and partially liable are set out below (the ePayments Code sets out more details).

YOU ARE NOT LIABLE for losses from an Unauthorised Transaction:

- using Cards, Identifiers or Security Codes that are forged, faulty, expired or cancelled or a Card or Security Code before You received it;
- occurring after the underlying security breach was notified to Us;
- where it is clear You have not contributed to it (e.g. if it was caused by misconduct by Us or others involved in the relevant networking arrangements); or
- that exceeds the credit limit or any applicable transaction limit.

This section does not apply to any transaction carried out by You or by anyone performing a transaction with Your knowledge and/or consent (as applicable).

YOU ARE LIABLE for losses occurring up to notification of the security breach if You have contributed to a loss by:

- compromising secrecy of a Security Code (e.g. by voluntarily disclosing it, or indicating it on the Card or on anything carried or kept with the Card or an Identifier unless You make a reasonable attempt to protect the security of the Security Code); or
- unreasonably delaying notification of a security breach.

YOU ARE PARTIALLY LIABLE where a Security Code is required to perform the Unauthorised Transaction and it is unclear whether You have contributed to a loss. In this case for the period commencing from the time the Card, Identifier or Security Code was misused, lost or stolen, until the time You notify Us, You could be liable for the lesser of AU\$150, the actual amount lost, or the available funds in the Account at the time of the Unauthorised Transaction.

13. Things We aren't responsible for

We usually aren't liable in these circumstances

Unless these conditions or the law says otherwise, We will not be responsible to You for any loss incurred by You in any of the following situations:

- any problems with goods or services provided (or not provided) by a retailer/merchant. However We may be able to access a Chargeback in the event of issues (see section 10);
- where We cancel, suspend or close the Account or a Payment Facility or refuse to authorise or make a payment or payments (or any other transaction) in accordance with these conditions;
- Our online or telephone services are not available from overseas or at a particular time. These services are intended to be reasonably available, but will not be available 24/7, including where there are outages (e.g. power or systems) and where We require this (e.g. because of security or maintenance, or where We are not allowed to process a transaction);
- You have not provided Us with complete and correct payment information; or
- circumstances beyond Our reasonable control prevent or result in errors or delays to a funds transfer or payment.

Some circumstances where We are liable

Regardless of the above, We have minimum requirements imposed on Us by the ePayments Code and laws like the Competition and Consumer Act 2010 (Cth). For example, these 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.

In addition, We are liable for Your loss if any electronic terminal (such as ATM and EFTPOS terminal) or the relevant electronic Network does not complete a transaction that it accepts in accordance with Your instructions. Our liability is limited to the correction of errors and refunding charges or fees imposed if You should have been reasonably aware that the relevant electronic terminal or Network was unavailable or malfunctioning.

If telephone services should ever be temporarily unavailable, We will reimburse any loss arising between the time You (as applicable) attempted notification of a Notifiable Event and the actual time of notification, provided You subsequently gave such notice at the first reasonable opportunity.

14. Conditions for specific payment facilities

Recurring or Periodic Payments

When You give Us a Periodic Payment instruction, or give a merchant a Recurring Card Instruction to debit amounts to Your Card or a Direct Debit instruction to debit amounts to Your Account, You authorise Us to pay any such amounts and charge them to Your Account.

You need to ensure there are sufficient cleared funds available in Your Account at the end of the last Business Day before any regular payment is due to be made.

We use reasonable endeavours to debit Your Account on the days nominated by You for Periodic Payments but may not 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.

If You have set up recurring card instructions:

- You need to contact the merchant to cancel or change them – We usually cannot do this;
- If Your Card number or Card expiry is changed (for example as a result of Your previous Card being lost or stolen or Your Card otherwise being replaced), Your Card is cancelled or Your Account is closed, You should contact the merchant to cancel or change the details of Your recurring Card instruction or Card on File Payment. You authorise Us to, if We choose (depending on Our systems or the merchant's systems):
 - a) provide Your replacement Card details to the merchant and/or merchant's acquiring institution to update the recurring payment instruction or Card on File Payment or tell the merchant and/or the merchant's acquiring institution that the Card has been cancelled or the Account has been closed; and/or
 - b) where the Card has been replaced, treat the recurring payment or Card on File Payment instruction as applying to the new Card and/or expiry date (as the case may be). If We do that, Your Account will continue to be debited in accordance with that instruction except that Your new Card details will be used (instead of the previous Card details).

If You have set up a direct debit, You may instruct Us to cancel the direct debit on Your behalf. If You do, We will prevent the previously authorised party from debiting Your account and We will advise the party's financial institution that We have done this. We recommend that You also contact the party that debits the payment to let them know that the direct debit has been cancelled.

You should tell Us if unauthorised direct debits or recurring card instructions are charged to the account.

Online access

We will provide You with Security Codes to enable You to use online access.

You will also need to enter the Identifier/Card number and any other codes We require.

You cannot transfer funds from Your Account into a credit card account with Us. If You are transferring funds into an account held with Us in Australia, that account will usually receive funds immediately. Otherwise it may take up to three Business Days (and possibly longer if outside Australia). BPAY® payments have their own rules – see section 15.

Mistaken Internet Payments using online access

This sub-section sets out how Mistaken Internet Payments (other than BPAY® payments) are dealt with under the ePayments Code. We will comply with these requirements as they relate to Us.

If You made a Mistaken Internet Payment We will be known as the "sending institution". If You are the recipient of a Mistaken Internet Payment We are known as the "receiving institution".

We do not guarantee that in all instances We will be able to recover a Mistaken Internet Payment. If the receiving institution is not bound by the ePayments Code, We cannot guarantee that it will follow these requirements. We are also not responsible for any losses You suffer as a result of a failure of the receiving institution to comply with the ePayments Code, except to the extent of Our own fraud, negligence or misconduct (including a failure by Us to meet Our obligations under the ePayments Code).

If You believe You have made a Mistaken Internet Payment You must report it to Us as soon as possible. If We are the sending institution We investigate Your claim and will notify You in writing as to the outcome of Our investigations into a reported Mistaken Internet Payment within 30 Business Days of You making the report.

Where You have made a Mistaken Internet Payment or if We have been advised that You are the recipient of a Mistaken Internet Payment You must as soon as reasonably possible give Us any information We reasonably require to enable Us to determine whether a Mistaken Internet Payment has occurred.

Despite what is set out below, if the unintended recipient of the Mistaken Internet Payment is receiving income support payments from Centrelink the receiving institution must recover the funds from that recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.

If the sending institution is not satisfied that a Mistaken Internet Payment has occurred the sending institution is not required to take any further action.

If the sending institution is satisfied that a Mistaken Internet Payment has taken place it must contact the receiving institution. Provided there are sufficient funds in the recipient's Account the following processes will apply depending on when the Mistaken Internet Payment was reported to the sending institution:

- Reported within 10 Business Days of the payment:

If the receiving institution is satisfied that a Mistaken Internet Payment has occurred, it will return the funds to the sending institution within 5 Business Days of the request or such longer period it reasonably requires up to a maximum of 10 business days.
- Reported between 10 Business Days and 7 months of the payment:
 - i) the receiving institution must complete its investigation into the Mistaken Internet Payment within 10 Business Days of receiving a request;
 - ii) if the receiving institution is satisfied that a Mistaken Internet Payment has occurred, it will prevent the unintended recipient from withdrawing the funds for 10 further Business Days. The unintended recipient will be notified that the receiving institution will withdraw the funds within 10 Business Days if the recipient does not establish they are entitled to the funds within that 10 day period; and
 - iii) if the unintended recipient does not establish they are entitled to the funds within that time, the receiving institution will return the funds to the sending institution within 2 Business Days of the end of that period. If You are the unintended recipient We will withdraw the funds from Your Account without further notice to You.
- Reported after 7 months of payment:

If the receiving institution is satisfied a Mistaken Internet Payment occurred, it must seek the consent of the unintended recipient to return the funds.

Where the sending institution and the receiving institution are satisfied that a Mistaken Internet Payment has occurred but there are not sufficient funds in the unintended recipient's Account to the full value of the Mistaken Internet Payment, the receiving institution must use reasonable endeavours to retrieve the funds from the unintended participant.

If the receiving institution is not satisfied that a Mistaken Internet Payment has occurred the receiving institution is not required to take any further action unless the recipient nevertheless agrees to return the funds.

15. BPAY®

Application

We are a member of the BPAY® Scheme which is an electronic payments scheme through which You can ask Us (using online access) 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.

Payments

We will not accept an order to stop a BPAY® payment once You have instructed Us to make that BPAY® payment.

You should notify Us immediately if You become aware that You may have made a mistake (except when You make an underpayment) when instructing Us to make a BPAY® payment, or if You did not authorise a BPAY® payment that has been made from Your Account. Sub-sections titled "Mistaken Payments, Unauthorised Transactions and Fraud", "Mistaken Payments" and "Unauthorised Payments" describe when and how We will arrange for such a BPAY® payment (other than in relation to an underpayment) to be refunded to You.

Subject to the sub-section titled "Payment Queries", Billers who participate in the BPAY® Scheme have agreed that a BPAY® payment You make will be treated as received by the Biller to whom it is directed:

- on the date You make that BPAY® payment, if tell Us to make the BPAY® payment before 4pm (AEST) on a Business Day;
- on the next Business Day, if You tell Us to make a BPAY® payment after 4pm (AEST) on a Business Day, or on a non Business Day; or
- if available on the day You have nominated for a scheduled payment to take place or where this day is not a Business Day on the next Business Day.

Delay may occur in processing a BPAY® payment where:

- there is a public or bank holiday on the day after You tell Us to make a BPAY® payment;
- You tell Us to make a BPAY® payment either on a day which is not a Business Day or after 4pm (AEST) on a Business Day;
- another financial institution participating in the BPAY® Scheme does not comply with its obligations under the BPAY® Scheme; or
- a Biller fails to comply with its obligations under the BPAY® Scheme.

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

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

If You discover that the amount You instructed Us to pay was more than the amount due to the Biller, You must contact the Biller to negotiate any refund.

Liability and ePayments Code

If You are liable for an unauthorised or fraudulent payment and the ePayments Code 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 these 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.

Mistaken payments, Unauthorised Transactions and fraud

We will attempt to make sure that Your 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 must promptly tell Us if:

- You become aware of any delays or mistakes in processing Your BPAY® payments;
- if You did not authorise a BPAY® payment that has been made from Your Account; or
- if You 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 sub-section. However, except as set out in the sub-section titled “Liability and ePayments Code”, section 1A and section 13 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 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.

Mistaken payments

If a BPAY® payment is made to a person or for an amount, which is not in accordance with Your 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 were responsible for a mistake resulting in that payment and We cannot recover the amount of that payment from the person who received it, You must pay Us that amount.

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 where We agree that You did not give Your authority. However, You must pay Us the amount of that unauthorised payment if the payment was made as a result of a payment direction, which did not comply with Our prescribed security procedures for such payment directions as set out in these terms and conditions or as advised by Us to You.

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.

Resolution principles

If a BPAY® payment You have made falls within the type described in the sub- section titled “Unauthorised Payments” and also the sub-section titled “Mistaken Payments” or the sub-section titled “Fraudulent Payments”, then We will apply the principles stated in the sub- section titled “Unauthorised Payments”. If a BPAY® payment You have made falls within both the types described in sub- sections titled “Mistaken Payments” and “Fraudulent Payments”, then We will apply the principles stated in the sub- section titled “Fraudulent Payments”.

No “Chargebacks”

Except where a BPAY® payment is a mistaken payment referred to in the sub-section titled “Mistaken Payments”, an unauthorised payment referred to in the sub-section titled “Unauthorised Payments”, or a fraudulent payment referred to in the sub-section titled “Fraudulent Payments”, 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.

Important

Even where Your BPAY® payment has been made using a Card account or a charge card account, no “Chargeback” rights will be available under BPAY® Scheme rules.

Biller consent

If You 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.

How to use the BPAY® scheme

You must comply with these conditions to the extent that these 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 these conditions and the BPAY® terms in this section 15, the BPAY® terms will apply to the extent of that inconsistency.

When a debit card is used to pay a bill through the BPAY® Scheme, We treat that payment as a debit card purchase transaction.

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.

Valid payment direction

We will treat Your instruction to make a BPAY® payment as valid if, when You give it to Us, You comply with the security procedures specified in these conditions.

Information You must give Us

The information You must give Us to instruct Us to make a BPAY® payment is:

- the “Biller Code” written on the bill near the BPAY® Logo, and the customer reference number;

- the Account from which You wish to make the payment; and
- 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.

Payment queries

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.

Cut off times

Generally, any withdrawal or deposit will be processed on the day instructions are received, provided Your instructions are complete and received by Us before 4pm (AEST) 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.

When a Biller cannot process a payment

If We are advised that Your payment cannot be processed by a Biller, We will:

- advise You of this;
- credit Your Account with the amount of the BPAY® payment; and
- take all reasonable steps to assist You in making the BPAY® payment as quickly as possible.

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.

Privacy

If You register to use the BPAY® Scheme, You 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:

- such as 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
- such as Your transactional information as is necessary to process Your BPAY® payment. Your BPAY® payments information will be disclosed by BPAY® Pty Ltd, through its agent, to the Biller's financial institution.

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 this sub-section, as necessary.

You can request access to Your information held by Us, BPAY® Pty Ltd ABN 69 079 137 518 (of Level 4, 3 Rider Blvd, Rhodes NSW 2138. Phone: (02) 8252 0500) or its agent, Cardlink Services Limited ABN 60 003 311 644 (of Level 4, 3 Rider Blvd, Rhodes NSW 2138. Phone: (02) 9646 9222). 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.

16. General matters

Processing transactions and Your Account balance

A transaction becomes part of the daily unpaid balance of Your Account from its Transaction Date. Transactions may be processed on the day they are made or on a later Business Day. We may assign as their Transaction Date either the day on which they are made, or the day of processing. Interest charges, fees, charges and expenses charged to Your Account become part of Your daily unpaid balance, on the day they are charged to Your Account.

Credit balance

If Your Account has a credit balance (for example because You overpay an amount which is due to Us or a refund is processed to Your Account), We will not pay interest on that credit balance. We may pay the credit balance to You by sending You a cheque in the post, paying it into another account You hold with Us or in some other way (unless it is unclaimed money) but will take reasonable steps to provide notice to You if We do so.

Codes of conduct

Where the ePayments Code and/or Banking Code of Practice apply, relevant provisions of those code(s) will apply to Your Account and We will comply with them. We will provide You with a copy of the Code of Banking Practice on request.

Assignment

Subject to applicable laws, including the Credit Codes, We may sell, transfer or assign any of Our rights or obligations relating to Your Account to anyone without Your consent. We will notify You of any sale, transfer, assignment or related arrangements if they have the effect of replacing Us as the provider of credit to You, replacing Us as the entity responsible for decisions about Your Account, cause detriment whether financial or otherwise to You, or limit or reduce Your rights under these conditions. You may not sell, transfer, novate or assign Your rights and obligations relating to Your Account without Our consent.

Governing law and jurisdiction

These conditions are to be interpreted in accordance with Australian laws. You agree to use only Australian courts, tribunals or other dispute resolution bodies if there is a dispute relating to these conditions.

Severability

If any of these conditions are, for any reason, invalid, illegal or unenforceable, it is to be read down to the extent of the issue, and the remaining provisions will remain valid and enforceable.

Commission

We may pay commission to a third party in relation to Your Account. If it is ascertainable, We state the commission amount payable in Your Financial Table.

Waiver and exercise of rights

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

17. Dictionary

Interpretation

Unless the context requires another meaning, a reference to a document (including these conditions) is a reference to that document as changed or replaced. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

Headings are for convenience only and do not affect interpretation.

Definitions for words and phrases that are specific to Instalment Plans can be found in section 5.

Definitions

Account Your unsecured credit facility with Us.

Annual Percentage Rate/APR the Annual Percentage Rate or rates per annum used to calculate interest charges for Your Account. Those rates appear on Your statement and the initial rates were set out in the Financial Table.

Balance Transfer moving an outstanding balance from a credit card or other credit account to Your Account or You request the transfer of funds from Your Account to another bank account held with an Australian financial institution under Your name.

Banking Code of Practice means the “Code of Banking Practice and Code Compliance Monitoring Committee Mandate”, the “Banking Code of Practice”, or any superseding publication published by the Australian Banking Association Inc. and as adopted by Us from time to time.

Biller a merchant who accepts BPAY® payments.

Business Day means a day unless that day is:

- a) a Saturday or Sunday; or
- b) a day gazetted as a public holiday throughout all of Australia. This will not include a day that is only a State, Territory or regional public holiday.

Card means any debit card, contactless device or other device (including a smart phone) for use on Your Account.

Card Balance means the Closing Balance less any Main Instalment Plan Balance(s), Instalment Fee, Initial Interest Charge and Monthly Instalment for that Statement Period, and Overdue Instalment Amounts.

Card on File Payment an instruction from You to a merchant authorising it to use Card details (Card number, expiry date and/or security number) to debit Your Card to pay for goods and services provided from time to time.

Cash Advance a transaction where cash or its equivalent is obtained. For example, the purchase of traveller’s cheques are all treated as cash advances.

Chargeback a transaction that is returned to a merchant to seek a refund after dispute by You and, where relevant, the procedures for achieving this.

Closing Balance the total amount outstanding on Your Account at the end of the Statement Period.

Direct Debit an instruction from You to a merchant to charge amounts to the Account (using the Account number) on an ongoing basis. See Part A, 2 Use of the Account.

Financial Table the document You received upon opening of Your Account that contained the table of applicable fees and charges. This document forms part of Your pre-contractual statement and can be varied from time to time in accordance with these conditions.

Identifier information including an Account number, Card number and Card expiry date, which is known to You and which need not be kept secret.

Minimum Payment Due the described as that in Your statement. The Financial Table explains how it is calculated.

Mistaken Internet Payment means a payment through a “Pay Anyone” internet payments facility where funds are paid to an unintended recipient because the sender has entered an incorrect BSB or Account number.

NAB or Our/Us/We (and lower case equivalent) or **MyCard Team** means National Australia Bank Limited (ABN 12 004 044 937, AFSL and Australian Credit Licence 230686).

Network the organisations, institutions and schemes through which transactions may be performed on Your Account.

Notifiable Event means where a Card or Security Code is lost, stolen or disclosed to someone else, or where a Card, Identifier or Security Code has been used to effect an Unauthorised Transaction or has otherwise been misused.

Overdue Amount any Minimum Payment Due amount that was not paid by the Payment Due Date and remains unpaid.

Overlimit Amount the amount by which Your Account balance exceeds the amount of credit that We notified to You in writing. Overlimit Amounts are due and payable immediately from the date You exceeded that loan amount.

Payment Due Date the date specified in Your statement as the date by which payment of the Minimum Payment Due must be made.

Payment Facility means Cards, internet payment, Recurring Card Instructions, and BPAY®.

Periodic Payment where You instruct Us in writing otherwise than through BPAY® to make ongoing payments to a person and charge them to Your Account. See Part A, 2 Use of the Account.

PIN the personal identification number We allocated to a Card or selected by You.

Points are any points earned by You under any Special Promotion We may offer from time to time. These points are only transferable to Your Flybuys membership account. To be allocated these points in accordance with any Special Promotion We may offer, You must have an active Flybuys membership. The transferred points will become subject to the Flybuys Terms and Conditions once transferred to Your Flybuys account.

Recurring Card Instruction an instruction from You to a merchant to charge amounts to the Card (using the Card number) on an ongoing basis. See Part A, 2 Use of the Account.

Retail Purchase a transaction other than a Cash Advance or a Special Promotion, as determined by Us at Our discretion at the time of offering the Special Promotion or otherwise notified by Us.

Retail Purchase Balance means the outstanding balance of all Retail Purchases together with any related interest and fees, and any interest or fees which are not related to a specific balance type (e.g. an annual fee and interest on it).

Security Code means Your PIN, online password, or any other password or information used to access the Account and which is known to You and is intended to be known only to You and which We require You to keep secret.

Special Promotion any promotional offer We make available to You that is not a Balance Transfer or Instalment Plan.

Statement Period means the set period of time we use to record activity on your Account ending on the same day each month even if it is a non-Business Day.

Total Minimum Payment Due has the meaning set out in the Financial Table.

Transaction Date the date we assign to a transaction on your Account, which could be the day a transaction is made or the day it is processed. See section 16.

Unauthorised Transaction a transaction, made without Your knowledge, consent or authorisation.

You/Your (and lower case equivalent) the person in whose name the Account is opened.

Part B: Credit Guide

This Part applies if Your Account is regulated by consumer credit legislation. It may not all be relevant for Accounts that are designated as “Business Accounts”.

This Credit Guide and other disclosure documents that We may give You, are important documents. These documents are all written in English. You need to ensure that You read and understand these documents before You make a decision to obtain credit. If You are unable to read English You should get help from an independent translator to interpret this material.

What is a Credit Guide?

This Credit Guide is designed to assist You in understanding the credit services offered by National Australia Bank Limited ABN 12 004 044 937 Australian Credit Licence No. 230686 (“the Credit Provider”, “Our”, “Us”, “We”). The Credit Provider holds an Australian Credit Licence (ACL) issued by the Australian Securities and Investments Commission (ASIC). This Credit Guide outlines the types of credit services and credit contracts that the Credit Provider provides, gives information on the Credit Provider’s obligations to You with respect to providing those services, and if necessary, how to make a complaint.

How You can contact Us?

You can contact the Credit Provider by:

- Logging in and chatting with us
- Calling 13 24 84 (within Australia) or +61 2 8225 0615 (from overseas)
- Writing to:
MyCard
GPO Box 9992
Melbourne VIC 3001

How do We engage in credit activities and provide credit services?

The Credit Provider engages in credit activities by entering into credit contracts with You. These contracts include:

- Credit cards;
- Revolving lines of credit or personal loans;
- Temporary or ongoing credit limit increases.

The Credit Provider provides credit services to You by:

- suggesting to You or assisting You with applying for new credit products;
- for credit products, excluding credit cards, suggesting You to or assisting You to increase limits on Your credit products;
- for credit cards, at Your request We will assist You to increase limits on Your credit card; or
- suggesting to You that You remain in a credit product.

The Credit Provider also engages third parties to provide credit services to You.

How will We provide credit contracts to meet Your needs and circumstances?

Before entering into a credit contract with You for new or increased credit, the Credit Provider will perform a credit assessment. This assessment will involve making enquiries as to Your financial circumstances, an assessment of Your requirements and objectives, and performing certain verifications of the financial information.

The purpose of the assessment is to check, based on the information supplied, that You will be able to comply with the credit contract or credit limit increase agreement and that complying will not create a situation of substantial hardship for You, and to ensure that the contract meets Your needs and objectives. This is a legal obligation of the Credit Provider. If it is likely that You will only be able to meet Your repayment obligations by selling Your principal place of residence, it must generally be presumed that You would only be able to comply with Your obligations with substantial hardship, and such a credit contract or credit limit increase agreement will not be entered into.

It is important that You provide complete and accurate information about Your current financial situation, and also about any likely future changes that may impact Your ability to repay the loan without facing financial hardship.

Obtaining a copy of the credit assessment

Before entering into the credit contract or credit limit increase agreement, You may request a written copy of the credit assessment, in which case the assessment must be supplied before the contract is entered into.

You may also request a copy of the credit assessment at any time during the 7 years after the day the credit contract is entered into or the limit increased. In this case, if the request is made within the first 2 years, then the assessment must be supplied to You within 7 Business Days. If the request is made beyond the first 2 years, then the assessment must be supplied to You within 21 Business Days. There is no charge for the supply of the credit assessment.

Note: We are not required to provide You a copy of the assessment if the credit application or increase has been declined or if the credit contract Your request relates to was entered into or credit limit increase occurred before 1 January 2011.

What should You do if You have a complaint?

If You have a complaint about the service provided to You, You should take the following steps:

1. Contact Your Credit Provider's representative

In the first instance please contact the Credit Provider's representative who provided You with the particular service and tell them about Your complaint and they will try to resolve this.

2. Contact Us

If you have a complaint about the service provided to you, you can lodge your complaint in one of the following ways:

- Log in and chat with us.
- By telephone
Call 1300 308 935 (toll free within Australia) or +61 2 8225 0615 (from overseas) between 8am-6pm Monday to Friday (AEST).
- By email
customerresolutions@mycard.com.au
- In writing
Mail Your written complaint to:
MyCard – Customer Resolutions
Reply Paid 2870
Melbourne VIC 8060
- By filling out our feedback form at mycard.com.au

Once You have contacted the Us, We will begin the process of investigating and resolving Your complaint. We will try to resolve Your complaint quickly and fairly, however some complaints do take more time than others.

If We anticipate that Your complaint will take longer than 21 days to resolve, We will contact You within this time to provide You with an update on Our progress. If We are unable to resolve Your complaint within 30 days (or within 21 days if it involves a hardship notice, default notice or request to postpone enforcement), We will:

- a) tell You the reasons for the delay;
- b) tell You the date by which You can reasonably expect to hear the outcome of Our investigation; and
- c) give You monthly updates on the progress;
- d) tell You about Your right to complain to the Australian Financial Complaints Authority (AFCA) if You are dissatisfied; and
- e) provide You with contact details for AFCA (also set out below).

For complaints involving hardship notice, default notice or request to postpone enforcement, exceptions apply to the 21 day timeframe if We do not have sufficient information to make a decision or We reach an agreement with You. If We require further information from You, then We will request it within 21 days of receiving the complaint.

We also have a Customer Advocate whose role is to promote fair customer outcomes, advise and guide Our complaints teams on how best to resolve complaints and recommend changes to Our policies, procedures and processes.

3. Alternate dispute resolution paths

If, despite Our best efforts, You feel the dispute resolution process was not fair, or You remain unhappy with the outcome, You can refer Your complaint to:

- The Australian Financial Complaints Authority (AFCA) offers an independent alternative dispute resolution service to customers who have been through the Our internal complaint process.

How to contact AFCA

Post: GPO Box 3
Melbourne VIC 3001
Phone: 1800 931 678 (free call)
Email: info@afca.org.au
Website: www.afca.org.au

- The Australian Securities and Investments Commission (ASIC) also has a free information line on 1300 300 630 that can be used to get more information on Your rights, and how to make a complaint.

Part C: Information Statement

This Part applies if Your Account is regulated by consumer credit legislation. It may not all be relevant for Accounts that are designated as “Business Accounts”.

Things You should know about Your proposed credit contract

This statement tells You about some of the rights and obligations of yourself and Your credit provider. It does not state the terms and conditions of Your contract.

If You have any concerns about Your contract, contact the credit provider and, if You still have concerns, the AFCA scheme, or get legal advice.

The Contract

1. How can I get details of my proposed credit contract?

Your credit provider must give You a pre-contractual statement containing certain information about Your contract. The pre-contractual statement, and this document, must be given to You before Your contract is entered into.

2. How can I get a copy of the final contract?

If You want another copy of Your contract, write to Your credit provider and ask for one. Your credit provider may charge You a fee. Your credit provider has to give You a copy:

- within 14 days of Your written request if the original contract came into existence 1 year or less before Your request; or
- otherwise within 30 days of Your written request.

3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as:

- You have not obtained any credit under the contract; or
- a Card or other means of obtaining credit given to You by Your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, You will still have to pay any fees or charges incurred before You terminated the contract.

4. Can I pay my credit contract out early?

Yes. Pay Your credit provider the amount required to pay out Your credit contract on the day You wish to end Your contract.

5. How can I find out the payout figure?

You can write to Your credit provider at any time and ask for a statement of the payout figure as at any date You specify. You can also ask for details of how the amount is made up.

Your credit provider must give You the statement within 7 days after You give Your request to the credit provider. You may be charged a fee for the statement.

6. Will I pay less interest if I pay out my contract early?

Yes. The interest You can be charged depends on the actual time money is owing. However, You may have to pay an early termination charge (if Your contract permits Your credit provider to charge one) and other fees.

7. Can my contract be changed by my credit provider?

Yes, but only if Your contract says so.

8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example:

- You get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to You or a notice published by Your credit provider.
- You get 20 days' advance written notice for:
 - a change in the way in which interest is calculated; or
 - a change in credit fees and charges; or

- any other changes by Your credit provider;
- except where the change reduces what You have to pay or the change happens automatically under the contract.

9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to Your credit provider. Discuss the matter and see if You can come to some arrangement.

If that is not successful, You may contact the AFCA scheme. The AFCA scheme is a free service established to provide You with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at:

Website: www.afca.org.au
Email: info@afca.org.au
Telephone: 1800 931 678 (free call)
In writing: Australian Financial Complaints Authority
 GPO Box 3
 Melbourne VIC 3001

Alternatively, You can go to court. You may wish to get legal advice, for example from Your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

Insurance

10. Do I have to take out insurance?

Your credit provider can insist You take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, You can decide if You want to take out insurance or not. If You take out insurance, the credit provider can not insist that You use any particular insurance company.

11. Will I get details of my insurance cover?

Yes, if You have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by Your credit provider. In that case the insurer must give You a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if You acquire an interest in any such insurance policy which is taken out by Your credit provider then, within 14 days of that happening, Your credit provider must ensure You have a written notice of the particulars of that insurance.

You can always ask the insurer for details of Your insurance contract. If You ask in writing Your insurer must give You a statement containing all the provisions of the contract.

12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform You if the proposal is rejected.

13. In that case, what happens to the premiums?

Your credit provider must give You a refund or credit unless the insurance is to be arranged with another insurer.

General

14. What do I do if I cannot make a repayment?

Get in touch with Your credit provider immediately. Discuss the matter and see if You can come to some arrangement. You can ask Your credit provider to change Your contract in a number of ways:

- to extend the term of Your contract and reduce payments; or
- to extend the term of Your contract and delay payments for a set time; or
- to delay payments for a set time.

15. What if my credit provider and I cannot agree on a suitable arrangement?

If the credit provider refuses Your request to change the repayments, You can ask the credit provider to review this decision if You think it is wrong.

If the credit provider still refuses Your request You can complain to the AFCA scheme. Further details about this scheme are set out below in question 17.

16. Can my credit provider take action against me?

Yes, if You are in default under Your contract. But the law says that You cannot be unduly harassed or threatened for repayments. If You think You are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

17. Do I have any other rights and obligations?

Yes. The law will give You other rights and obligations. You should also READ YOUR CONTRACT carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME.

IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT 1800 931 678 (FREE CALL), INFO@AFCA.ORG.AU, WWW.AFCA.ORG.AU AND BY WRITING TO GPO BOX 3, MELBOURNE VIC 3001.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

Contact Us

Report lost or stolen Cards, devices or Security Codes 24 hours a day by calling us.

For more information visit Us at mycard.com.au

If You are calling within Australia **13 24 84**

If You are calling outside Australia **+61 2 8225 0615**

Log in and chat with us

Write to us at:

MyCard

GPO Box 9992

Melbourne VIC 3001

For accessibility support information, visit:

mycard.com.au/help-and-support/supportservices