



# Visa Credit Card conditions of use

As at February 2016

This booklet includes your

- Information Statement
- Credit Card Contract Terms
- Visa Credit Card Conditions of Use

The Credit Card Contract Terms, Visa Credit Card Conditions of Use and Credit Card Contract Schedule (provided separately), together form your Credit Card Contract with Qudos Bank. Terms and Conditions for Savings Accounts and Payment Services available on our website.

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# information statement

## 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, Qudos Mutual Ltd trading as Qudos Bank ABN 53 087 650 557.

It does not state the Terms and Conditions of your contract. If you have any concerns about your contract, contact Qudos Bank and, if you still have concerns, Qudos Bank's external dispute resolution scheme, or get legal advice.

## the contract

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

Qudos Bank 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; or
- > you make an offer to enter into the contract, whichever happens first.

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

If the contract document is to be signed by you and returned to Qudos Bank, you must be given a copy to keep. Also, Qudos Bank must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if Qudos Bank has previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to Qudos Bank and ask for one. Qudos Bank may charge you a fee. Qudos Bank 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 Qudos Bank 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 Qudos Bank 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 out my credit contract early?

Yes. Pay Qudos Bank 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 Qudos Bank at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Qudos Bank must give you the statement within 7 days after you give your request to Qudos Bank. You may be charged a fee for the statement.

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

Yes. Interest that is charged is dependent on the date of termination. However, you may have to pay an early termination charge (if your contract permits Qudos Bank to charge one) and other fees.

### 7. Can my contract be changed by Qudos Bank?

Yes, but only if your contract says so.

### 8. Will I be told in advance if Qudos Bank 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 in a newspaper.
- > 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 Qudos Bank; 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 my contract is unjust?

Yes. You should first talk to Qudos Bank. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact Qudos Bank's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Qudos Bank's external dispute resolution provider is Credit and Investments Ombudsman (CIO) and can be contacted by phone on 1800 138 422, by their website [cio.org.au](http://cio.org.au) or by writing to CIO PO Box A252 Sydney South NSW 1235.

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 more information, Contact ASIC on 1300 300 630 or through ASIC's website at [asic.gov.au](http://asic.gov.au).

## insurance

### 10. Do I have to take out insurance?

Qudos Bank can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party 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, Qudos Bank cannot 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 Qudos Bank. 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 Qudos Bank then, within 14 days of that happening, Qudos Bank 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?

Qudos Bank 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 Qudos Bank immediately. Discuss the matter and see if you can come to some arrangement. You can ask Qudos Bank 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 Qudos Bank and I cannot agree on a suitable arrangement?

If Qudos Bank refuses your request to change the repayments, you can ask Qudos Bank to review this decision if you think it is wrong.

If Qudos Bank still refuses your request you can complain to the external dispute resolution scheme that Qudos Bank belongs to. Further details about this scheme are set out below in question 17.

### 16. Can Qudos Bank 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 Qudos Bank's external dispute resolution 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 Qudos Bank. You must attempt to resolve your complaint with Qudos Bank before contacting Qudos Bank's external dispute resolution scheme. If you have a complaint which remains unresolved after speaking to Qudos Bank you can contact Qudos Bank's external dispute resolution scheme or get legal advice.**

External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Qudos Bank's external dispute resolution provider is Credit and Investments Ombudsman (CIO) and can be contacted by phone on 1800 138 422, by their website [cio.org.au](http://cio.org.au) or by writing to: CIO PO BOX A252 Sydney South NSW 1235.

**Please keep this information statement. You may want some information from it at a later date.**

## privacy notice

This Privacy Notice sets out:

- > Why we collect and use your information
- > How we collect and use your information
- > What happens if you do not wish to provide us with information
- > Whether we provide your information to other entities
- > The availability of our Privacy Policy
- > When we can disclose certain information to a credit reporting body
- > How a credit reporting body may use your information
- > Whether we disclose your information overseas and if so, where
- > How you can contact us

### Collection & Use of your information

We collect and use your information to:

- > Provide you with membership benefits, financial services and products or information about those benefits, services and products
- > Provide you with information about financial services and products from 3rd parties we have arrangements with
- > Conduct market and demographic research in relation to the products and services you and other members acquire from us
- > Establish your eligibility for a loan
- > Establish your capacity to repay a loan.

The law also requires us to collect and hold your information:

- > For our register of members under the Corporations Act
- > To verify your identity under the AMUCTF Act
- > To assess your capacity to pay a loan under the National Consumer Credit Protection Act.

### How we collect your information

We will collect information about you and your financial position from you directly.

When you apply for a loan, we will collect information about your credit history from a credit reporting body.

### How you can access your information

You can request access to your information at any time.

### What if you do not wish to provide us with information?

If you do not give us the information we require, we may not be able to admit you to membership or provide you with the financial service or product you have applied for.

### Providing your information to credit reporting bodies

The credit reporting body we disclose information to is Veda Advantage. If you do not make your repayments when they fall due or commit a serious credit infringement, we may disclose this to Veda Advantage. Any information we provide to Veda Advantage will be included in reports provided to credit providers to help them to assess your creditworthiness.

You can ask Veda Advantage not to use your information for pre-screening of direct marketing by a credit provider. You can also ask them not to use or disclose your information if you reasonably believe that you have been or are likely to be a victim of fraud.

Veda Advantage's policy on the management of information is available at [veda.com.au](http://veda.com.au).

You can contact Veda Advantage by:

Phone – 1300 762 207

Mail – Level 15/100 Arthur Street, North Sydney NSW 2060

### Providing your information to other entities

We disclose your information to other entities. We only disclose your information as needed and as required by law. We can disclose your information to:

- > Entities that verify identity
- > Lawyers, conveyancers, accountants, brokers and agents who represent you
- > Contractors for statement printing and mail out, card and cheque production, market research or direct marketing
- > Affiliated product and service suppliers to provide information to you about their services and products
- > Credit reporting bodies and other financial institutions that have previously lent to you
- > Persons you use as referees
- > For property loans – property valuers and insurers
- > Mortgage documentation service
- > Trustee and manager of securitised loan programs
- > Any proposed guarantor of a loan
- > Debt collection agencies, lawyers, process servers

- > Our auditors
- > Qantas Airways Limited for awarding Qantas Points.

We will also disclose your information to law enforcement and government agencies as required by law.

### Our Privacy Policy

Our Privacy Policy is available at [qantas.com.au](http://qantas.com.au). The Policy contains information about:

- > How you can access your information
- > How you can seek correction of your information
- > How you make a complaint and how we will deal with it
- > In what overseas countries we are likely to disclose your information.

### Disclosure to overseas recipients

We may disclose your personal information to the United Kingdom if you make on line purchases using a Visa debit or credit card as part of the Verified by Visa service.

We may also disclose your personal information overseas if you request us to arrange an international funds transfer (more information will be provided when you make such a request).

However, if we do disclose this information outside Australia, we will do so on the basis that the information will be used only for the purposes set out in this document.

### How to contact us

You can contact us:

In person at one of our branches

By calling us on 1300 747 747

By email at [Privacy@qantas.com.au](mailto:Privacy@qantas.com.au)

In writing to Locked Bag 5020 Mascot NSW 1460 Australia

# credit card contract terms.

## information about the customer owned banking code of practice

The relevant provisions of the Customer Owned Banking Code of Practice apply to this credit card contract.

The Customer Owned Banking Code of Practice requires us to give you information about the current interest rate (the annual percentage rate) and current fees and charges applying to your credit card contract whenever you request it.

## 1. credit card contract

These Terms, together with the Schedule and Visa Credit Card Conditions of Use comprise your Credit Card Contract.

## 2. definitions and interpretation

In these Terms:

- 2.1 Account balance** means the difference between all amounts credited and all amounts debited to your card account.
- 2.2 Card Account** means the account or accounts we establish in your name for the purposes of this credit card contract.
- 2.3 Cash Advance** means any transaction treated by us as a cash advance, including where you:
  - > Draw cash or a cash substitute (e.g. a bank cheque, cheque, traveller's cheque or money order) from an automatic teller machine, financial institution or merchant;
  - > Use the Visa Credit Card to pay bills using BPAY; or
  - > Transfer or arrange for the transfer of funds from your credit card account to another account, including autotransfer and direct debit
- 2.4 Clause** means a clause of these Terms;
- 2.5 Closing Balance** means the balance shown and described as such on a statement of account.
- 2.6 Credit Card Contract** means the contract you make or have made with us, which comprises:
  - > The Visa Credit Card Conditions of Use
  - > The Credit Card Schedule,
  - > These Credit Card Contract Terms
- 2.7 Credit Card Facility** means the credit facility provided or to be provided to you under this credit card contract.

- 2.8 **Party** means a party to this credit card contract includes that party's successors and permitted assigns.
- 2.9 **Purchases** has the meaning given to it on clause 3 of these terms
- 2.10 **Schedule** means a reference to the Credit Card Schedule;
- 2.11 **Terms** means the credit card contract terms contained in this part of the booklet.
- 2.12 **Visa Credit Card Conditions of Use** means the conditions appearing under that heading in this booklet.
- 2.13 **We'** or **'us'** or **'our'** means Qudos Bank;
- 2.14 **You** means the borrower/s who is, or one of whom is, the primary cardholder
- 2.15 Headings are for convenience only and do not affect the interpretation of these Terms;
- 2.16 Other parts of speech and grammatical forms of a word or phrase defined in this credit card contract have a corresponding meaning;
- 2.17 Words and phrases have the same meaning as in the Schedule;
- 2.18 Words and phrases have the same meaning as in the National Credit Code;
- 2.19 Words importing the singular include the plural and vice versa;
- 2.20 Words importing a gender include any gender;

### 3. what you owe us

- 3.1 We can debit to your card account with amounts for:
- (a) Purchases (the price of goods and services obtained from a merchant, including by mail, electronic and telephone orders) charged to your card account;
  - (b) Cash advances charged to your card account;
  - (c) Interest charges (see clauses 6 and 7);
  - (d) fees and charges (see clause 8);
  - (e) enforcement expenses (see clause 16).
  - (f) other transactions for which you are responsible
- 3.2 Once we debit an amount to your card account, you owe us that amount.

### 4. credit limit

- 4.1 We agree to make available to you credit up to the credit limit.
- 4.2 You must keep your card account balance within your credit limit.

- 4.3 If the debit balance of your card account exceeds your credit limit, you must immediately pay us the amount by which it exceeds your credit limit. We need not to ask you for it first. This payment obligation is in addition to your normal repayment obligation (see condition 5).
- 4.4 We may reduce or cancel your credit limit as we choose. If we do so and you are not in default under this credit card contract, we will tell you in writing.
- 4.5 Your credit limit does not change merely because we debit an amount to your card account which takes your account balance over your credit limit.
- 4.6 You can ask Qudos Bank to increase or decrease your credit limit at any time. Qudos Bank is not required to agree to any request to decrease the credit limit if the decrease would result in the outstanding balance exceeding the credit limit.

### 5. repayments

- 5.1 You must make the minimum repayments in accordance with the Schedule. However, this is subject to other terms of the credit card contract.
- 5.2 If you are liable to us under two or more loan or credit card accounts and do not tell us to which account we are to credit any repayment, we may credit the repayment to this account or any of the other loan or credit card account as we choose.
- 5.3 Repayments must be received by Qudos Bank and credited to the Card Account by the due date. You should allow suitable time for the payment to reach Qudos Bank.
- 5.4 We may apply any payment or other credit we receive to any amount you owe under this credit card contract in any order we choose. We currently apply payments in the following order, but may change that order at any time:
- (a) cash advances shown on a statement of account prior to the latest statement of account;
  - (b) purchases shown on a statement of account prior to the latest statement of account;
  - (c) cash advances shown on the latest statement of account;
  - (d) purchases shown on the latest statement of account;
  - (e) interest and any fees and charges which have appeared on a statement of account;
  - (f) cash advances not yet shown on any statement of account issued;
  - (g) purchases not yet shown on any statement of account issued;
  - (h) interest any fees and charges not yet shown on any statement of account issued, and
  - (i) then in any order we choose.

5.5 If you:

(a) do not make a repayment when due; or

(b) make a partial repayment;

we may transfer the balance of the amount of the repayment from any savings accounts you have with us.

5.6 If we do not receive value for a cheque, payment order or direct credit, we may:

(a) reverse the credit; and

(b) charge you interest or default interest; and

(c) exercise any right or remedy under this contract; as if the payment had never been made.

## 6. calculating and debiting interest charges

6.1 We will calculate interest on a daily basis by multiplying the unpaid daily balances by the daily percentage rate.

The daily percentage rate is the Annual Percentage Rate divided by 365. In calculating interest charges where your credit card facility has an interest free period we distinguish between transactions on your card account which relate to purchases and those which do not.

6.2 Subject to clause 6.3, we debit interest charges to your card account monthly, usually on the last day of each month and we will debit interest accrued, but not yet debited, when you or we cancel your credit card facility.

6.3 Where the Schedule states that your credit card facility has an interest free period, then for transactions which are in the nature of purchases and appear on a statement of account ("current statement"), we will not debit interest to your card account in respect to those purchases provided:-

(a) you paid the entire closing balance of the statement of account which issued immediately prior to the current statement in full by the due date specified on that statement, and

(b) you pay the entire closing balance of the current statement in full by the due date specified on the current statement

## 7. calculating default interest charges

7.1 This Clause only applies if a Default Rate of Interest is specified in the Schedule.

7.2 If you do not make a payment when due, you must pay us default interest as well as interest.

7.3 We will calculate interest on a daily basis by multiplying the unpaid daily balances by the daily percentage. The daily percentage rate is the Default Rate divided by 365.

7.4 We will debit default interest each month, usually on the last day of each statement period, and we will debit default interest on the day you pay the balance of the account.

## 8. credit fees and charges

8.1 You must pay to us credit fees and charges as set out in the schedule; and any of our other standard fees and charges that apply from time to time.

8.2 We can debit these fees and charges to your credit card account and they are payable after that date as part of your account balance.

## 9. statements of account

9.1 We send you statements of account monthly (not always on the same day of each month) unless the law says that we do not have to do so. The period covered by a statement of account is known as the "statement period" or "statement cycle".

9.2 Statements of account show all amounts credited or debited to your card account during the statement period.

9.3 All amounts shown on statements of account are expressed in Australian dollars.

9.4 You should check the entries on each statement of account carefully and promptly report any error or unauthorised transaction to us before the due date shown on that statement of account.

## 10. variation of annual percentage rate

10.1 We may vary the Annual Percentage Rate at any time.

10.2 If the variation increases your obligations, we must notify you on or before the day the increase takes effect by:

(a) publishing a notice in a newspaper and sending you notification in your next statement of account; or

(b) giving you written notice.

## 11. variation of interest calculations

11.1 We may vary how we calculate interest or how often we debit interest.

11.2 If the variation increases your obligations, we must give you written notice at least 20 days before the increase takes place.

## 12. variation of credit fees and charges

12.1 We may:

(a) vary the amount of any Credit Fee or Charge;

(b) add a new credit fee or charge (which is a Credit Fee or Charge);

(c) vary the method of calculating any Credit Fee or Charge; or

(d) vary the time or frequency of payment for any Credit Fee or Charge.

12.2 If the variation increases your obligations, we must notify you 20 days before the increase takes effect by:

- > notices on, or sent with account statements;
- > notices on Electronic Banking Terminals or in branches;
- > press advertisements in newspapers circulating in your State or Territory; or
- > a notice on Qudos Bank's website.

In addition, in the last three cases, Qudos Bank will give you written advice of the changes at the time of your next account statement.

12.3 If a variation does not increase your obligations, we will notify you in your next statement of account.

## 13. variation of repayments

13.1 We may vary:

- (a) the amount, frequency or time of repayments;
- (b) the method of calculating the minimum repayment, or
- (c) the method and/or order of application of repayments.

13.2 If any of these variations increases your obligations, we must give you written notice at least 20 days before the increase takes effect.

13.3 If the variation does not increase your obligations, we will notify you in your next statement of account.

## 14. other variations

14.1 We may vary these Terms:

- (a) when the Schedule does not state a Default Rate of Interest – to add a Default Rate of Interest to calculate Default Interest Charges under Clause 7; or
- (b) to increase or decrease the Default Rate of Interest specified in the Schedule.

14.2 If any of these variations increases your obligations, we must give you written notice at least 20 days before the increase takes effect.

14.3 If the variation does not increase your obligations, we will notify you in your next statement of account.

## 15. default

15.1 You are in default under this Credit Card Contract if:

- (a) you exceed the Credit Limit;
- (b) you do not make a repayment in full by the date it is due;
- (c) you or any additional card holder breach any term of this credit card contract;
- (d) you become a bankrupt;

(e) you seek to make an arrangement or composition with your creditors under a law dealing with bankruptcy; or

(f) you cease to be a member of Qudos Bank.

(g) we believe on reasonable grounds that you induced Qudos Bank to enter into the credit card contract by fraudulent misrepresentation.

15.2 If you are in default, we may send you a default notice. The notice will tell you:

- (a) what the default is;
- (b) what you have to do to remedy the default; and
- (c) that you will have at least 30 days from the date of the notice to remedy the default.

15.3 If you do not comply with the default notice, you become liable to pay us the balance owing immediately.

15.4 If you fail to do anything that this credit card contract requires you to do, we may:

- (a) do the thing as required;
- (b) do it in your name; and
- (c) do it at your expense and debit your card account for the expense.

## 16. enforcement expenses

16.1 We may charge you enforcement expenses. We may debit these to your account.

16.2 An enforcement expense includes an expense for doing any of the following under this credit card contract:

- (a) enforcing any right we have;
- (b) attempting to enforce any right;
- (c) performing any of your obligations under this loan contract in accordance with Clause 15.4;
- (d) protecting any right;
- (e) waiving any right;
- (f) contemplating the enforcement of any right;
- (g) sending an arrears letter or default notice before commencing enforcement proceedings.

16.3 An enforcement expense also includes any expense we have to pay on the dishonour of a cheque or any other payment instrument given to us for a payment in relation to this credit card contract.

## 17. miscellaneous matters

### 17.1 Taxes and expenses

We may debit your card account for any government tax or stamp duty.

### 17.2 Payment on a Business Day

If you must make a payment or do any other thing on or by a day that is not a business day, you must make the payment or do the other thing by the preceding business day.

### 17.3 Payment by Close of Business

A payment due on a day is due by close of business on that day or the immediately preceding business day, where that day is not a business day. We will notify you of the time of day we specify as the close of business.

### 17.3 Assignment

We may assign any of our rights under this credit card contract. We do not need your consent to do so.

### 17.4 Information is correct

You represent and warrant that all information, representations and documents that you, or any person acting on your behalf, give us about your credit card application are true and correct.

### 17.5 Waiver

A waiver of any of our rights under this credit card contract does not occur unless we give it to you in writing.

### 17.6 Severability

If any part of this credit card contract is invalid, unenforceable or in breach of the National Credit Code, it is not included in this credit card contract. The remainder of this credit card contract continues in full force and effect.

## 18. inconsistency and codes of practice

18.1 The Schedule, the Terms and the Visa credit card conditions of use set out the entire agreement between you and us. They override any representations made by us before you entered into the contract.

18.2 Subject to clause 18.3, if there is any conflict or inconsistency between the Schedule, the Terms and the Visa credit card conditions of use, those documents will prevail in that order to the extent of the inconsistency.

18.3 Where the Visa credit card conditions of use contain a provision which gives effect to a requirement of the ePayments and other parts of the credit card contract are inconsistent with that provision, that provision shall prevail.

# visa credit card conditions of use

As Issued by your Financial Institution (valid from 31.12.09)

## before you use your Visa Credit Card

Please read these Conditions of Use. They apply to:

- > all transactions initiated by you through Electronic Equipment using an access method; and
- > all other transactions (including manually processed transactions initiated by you by the combined use of your VISA Credit Card and your signature) effected with the use of your VISA Credit Card.

If you fail to properly safeguard your access method, including your VISA Credit Card and PIN, you may increase your liability for unauthorised use.

Your first use of your VISA Credit Card or any other access method will automatically constitute your understanding and acceptance of these Conditions of Use.

If these Conditions of Use are not clear to you, contact Qudos Bank BEFORE using your VISA Credit Card or any other access method.

## important points to remember to safeguard your account

- > sign your VISA Credit Card immediately when you receive it;
- > memorise your PIN and never store it with or near your VISA Credit Card or in an electronic device, such as a computer or mobile phone;
- > never write your PIN on your VISA Credit Card;
- > make sure any record of the PIN used as a memory aid is reasonably disguised;
- > never lend your VISA Credit Card to anyone;
- > never tell anyone your PIN;
- > don't choose a PIN that is easily identified with you, e.g. your birth date, an alphabetical code which is a recognisable part of your name or your car registration;
- > don't choose a PIN that is merely a group of repeated numbers;
- > try to prevent anyone else seeing you enter your PIN into an ATM or EFTPOS device;
- > never leave your VISA Credit Card unattended, e.g. in your car or at work;

- › immediately report the loss, theft or unauthorised use of your VISA Credit Card to VISA CARD 24hr EMERGENCY HOTLINE on Free Call – 1800 621 199;
- › keep a record of the VISA CARD 24hr EMERGENCY HOTLINE number with your usual list of emergency telephone numbers;
- › examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and
- › on date of expiry, destroy your VISA Credit Card by cutting it diagonally in half.

## 1. introduction

These Conditions of Use, together with the other documents that comprise the Credit Card Contract govern the use and operation of your VISA Credit Card. It is important that you read all the documents comprising the Credit Card Contract carefully and retain them for future reference.

These Conditions of Use apply to the Primary Cardholder, any Additional Cardholder(s) and to all transactions involving the use of your VISA Credit Card or VISA Credit Card details.

Generally speaking, these Conditions of Use apply to VISA Credit Cards when used in conjunction with a PIN, in an Electronic Banking Terminal. However, they will also apply if you use your VISA Credit Card without a PIN. If your VISA Credit Card is used without a PIN, your signature on the transaction receipt will be evidence that the transaction is valid and authorised by you. The exception to this condition is when a transaction is effected by PayWave, telephone or the internet, or where a merchant has arrangements to process low value transactions using the VISA Credit Card without a PIN, in which event no transaction receipt will be necessary to evidence the transaction. Qudos Bank may attach other services to the VISA Credit Card by providing notice to you in writing.

Any other separate conditions of use (expressed or implied) applicable to any linked account or other services offered by Qudos Bank and accessible by your Visa Credit Card (such as BPAY or internet banking facilities) will continue to apply to you and transactions involving the use of your VISA Credit Card or details of that card. If there is any inconsistency between these Conditions of Use and any other conditions of use, these Conditions of Use shall prevail.

Your first transaction on the Card Account will be taken as your agreement to comply with these Conditions of Use. In accepting your VISA Credit Card from Qudos Bank you acknowledge that you have read and understand these Conditions of Use.

If you do not understand something in these Conditions of Use, please call us on 1300 747 747, we will be happy to help you.

## 2. application of Codes

Qudos Bank warrants that we will comply with the requirements of the ePayments Code, as established by the Australian Securities and Investments Commission.

The provisions of the Customer Owned Banking Code of Practice also apply to the use of your VISA Credit Card.

You can obtain copies of the ePayments Code or other relevant codes by contacting Qudos Bank.

## 3. signing your Visa Card

You agree to sign your VISA Credit Card as soon as you receive it and before using it, as a means of preventing unauthorised use. Your VISA Credit Card is valid only if you have signed it and if it is used within the “valid from” and “until end” dates.

You must destroy any VISA Credit Card that is no longer valid by immediately cutting it diagonally in half and disposing of it securely.

## 4. Personal Identification Number (PIN) Secrecy

You agree that:

- › You will not record your PIN on your VISA Credit Card or on anything with or near your VISA Credit Card;
- › You will not tell anyone your PIN or let anyone see it;
- › You will try to prevent anyone else seeing you enter your PIN into an Electronic Banking Terminal; and
- › If you think that your PIN has become known to someone else, you will notify Qudos Bank immediately.

## 5. reporting the loss or theft of your Visa Card

If you believe your VISA Credit Card or PIN record has been lost or stolen, or your PIN has become known to someone else, you should IMMEDIATELY report this:

**DURING NORMAL BUSINESS HOURS**

- › Contact Qudos Bank on 1300 747 747; or

**OUTSIDE NORMAL BUSINESS HOURS**

- › Contact the Australia wide VISA CARD 24hr EMERGENCY HOTLINE Free Call – 1800 621 199.

**While overseas,**

- › Contact VISA International Card 24hr Emergency Hotline: (612) 9251 3704; 1 410 581 9994; or other country specific numbers can be obtained from Qudos Bank.
- › You will be given a reference number which you should retain as evidence of the date and time of your report; and

- › You should advise Qudos Bank, as soon as you can, that you have made a report to the VISA Credit Card 24hr Emergency Hotline.

If the VISA Credit Card Emergency Hotline is not operating when you try to use it for notification purposes, any losses occurring due to non-notification will be the liability of Qudos Bank, but only if you notify the VISA Credit Card Emergency Hotline within a reasonable time after it becomes operative.

If the loss, theft or misuse occurs OUTSIDE AUSTRALIA you must notify a Financial Institution displaying the VISA logo and you must also then confirm the loss, theft or misuse of the card with Qudos Bank by telephone or priority paid mail as soon as possible.

## 6. using your Visa Card

Qudos Bank will advise you:

- › what transactions your VISA Credit Card will enable you to perform at an Electronic Banking Terminal;
- › which Electronic Banking Terminal networks you may use; and
- › what mail, internet or telephone order transactions you may carry out with your VISA Credit Card by quoting your VISA Credit Card number.

You may only use your VISA Credit Card to perform transactions on your Card Account and those accounts authorised by Qudos Bank that have been linked to your VISA Credit Card.

Qudos Bank will debit your Card Account with the value of all transactions carried out using your VISA Credit Card including, without limitation, those carried out at Electronic Banking Terminals, all transactions effected by mail, internet or telephone and all sales and cash advance vouchers. Qudos Bank will also credit your Card Account with the value of all deposit transactions processed at Electronic Banking Terminals.

If any of your linked accounts is in the name of more than one person, then the liability of those persons under these Conditions of Use is joint and several for transactions carried out on those accounts.

Transactions will not necessarily be processed to your Card Account on the same day they occur.

You will continue to be liable to Qudos Bank for the value of any debit transaction occurring after you have closed your Card Account or after you have resigned from membership of Qudos Bank.

Your Visa Credit Card must be used wholly or predominantly for personal, domestic or household expenditure. Qudos Bank reserves the right to determine whether use or proposed use of your VISA Credit Card has been or will be in accordance with this requirement.

You must not use your VISA Credit Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia and/or the laws of the location where the VISA Credit Card is used or where the goods or services are provided.

## 7. using your Visa Card outside Australia

When you use your VISA Credit Card outside Australia, you must ensure that you comply with any Exchange Control requirements.

You agree to reimburse Qudos Bank for any costs, fees or charges arising out of your failure to ensure that you have complied with any Exchange Control requirements.

All transactions outside Australia on your VISA Credit Card will be debited to your Card Account in Australian dollars. The conversion to Australian dollars will be as at the date the charges, purchases and cash advances are processed by Visa International Services Association. The conversion rate used is determined by VISA International Services Association. By using your VISA Credit Card outside Australia, you agree that information regarding the transaction may be processed outside Australia.

## 8. transaction limits

You agree that you will NOT use your VISA Credit Card to:

- › overdraw the balance in any of your linked accounts; or
- › exceed the unused portion of your credit limit of your Card Account.

Qudos Bank:

- › may set limits on the minimum and maximum transaction amounts, on a daily or cumulative basis;
- › may include transactions on any linked accounts in calculating your transaction limits; and
- › will advise you of the daily transaction limits at the time you apply for your VISA Credit Card and any subsequent changes to those limits.

Please note, merchants offering EFTPOS facilities have the right to impose conditions on the use of such facilities. Qudos Bank accepts no responsibility for any such conditions. When you press the credit button at an EFTPOS terminal, you cannot withdraw cash.

## 9. authorisations

You:

- > acknowledge that Qudos Bank has the right to refuse authorisation for you to effect any transaction for any reason; and
- > agree that Qudos Bank will not be liable to you or anyone else for any loss or damage that you or anyone else suffer as a result of Qudos Bank's refusal to authorise any transaction.

## 10. deposits at electronic banking terminals

If allowed by Qudos Bank, any deposit you make at an Electronic Banking Terminal will not be available for you to draw against until your deposit has been verified by Qudos Bank. You should note that not all Electronic Banking Terminals accept deposits. Proceeds of cheques will not be available for you to draw against until cleared.

The amount of any deposit is subject to verification by Qudos Bank. You agree that Qudos Bank's count of the funds deposited is regarded as conclusive evidence of the amount deposited. Qudos Bank shall notify you of any discrepancy between their count and the amount claimed on the deposit slip as soon as practicable. Funds will be posted to your account when processed by Qudos Bank, usually the same or next business day.

## 11. additional cards

You may apply to Qudos Bank to issue an additional VISA Credit Card ("additional card") to someone else you nominate as your agent, provided that person is over 16 years of age. Qudos Bank is not obliged to grant any additional card and may impose other conditions in respect of the issuing or use of that card. Qudos Bank is required to comply with all laws governing the issuing of cards (including identification of cardholders and anti money laundering laws) and you agree to provide all necessary information and documentation and to allow Qudos Bank to communicate with all cardholders, government agencies and other financial institutions to allow Qudos Bank to comply with those laws.

You will be liable for all transactions carried out by any Additional Cardholder on an additional VISA Credit Card.

The Additional Cardholder's use of the additional card is governed by these Conditions of Use. It is your responsibility to ensure each Additional Cardholder is aware of these Conditions of Use and agrees to be bound by them. The Additional Cardholder's first transaction made by using the additional card will be taken as their agreement to comply with these Conditions of Use.

You authorise Qudos Bank to give to any Additional Cardholder information about your Card Account for the purposes of their use of the additional card. You also authorise Qudos Bank to act on the instructions of the Additional Cardholder in relation

to your Card Account, termination of your Card Account or the replacement of the additional card following cancellation of that card.

You are responsible for the use of the additional card and must pay for all transactions made by the Additional Cardholder, including any charges, until the additional card is returned to Qudos Bank.

You can cancel the additional card by cutting it in half diagonally and returning the pieces to Qudos Bank requesting the additional card be cancelled, or informing Qudos Bank by telephone that you have destroyed the card and disposed of the pieces securely. You must then write to Qudos Bank confirming cancellation of the card. If you cannot destroy the additional card you should contact Qudos Bank requesting a "stop" on your Card Account. You should be careful in cases where you cannot destroy the additional card because, although a stop may be placed on your Card Account, the additional card may still be able to be used in some circumstances and you will be responsible for any transactions made (for example, for some store purchases below floor limits where no electronic approvals are in place).

When an Additional Cardholder uses the additional card to access accounts held by the Additional Cardholder, they are acting as principle in their own right. You will not be responsible for any such use where you are not a party to such an account.

## 12. renewal of your Visa Card

Qudos Bank will forward you and any Additional Cardholder a replacement VISA Credit Card before the expiry date of your current VISA Credit Card or additional VISA Credit Card.

If you do not require a replacement VISA Credit Card, either for yourself or an Additional Cardholder, you must notify Qudos Bank before the expiration date of your current VISA Credit Card. You must give Qudos Bank a reasonable time to arrange cancellation or the issue of a replacement VISA Credit Card.

Qudos Bank may issue a new card to you or any Additional Cardholder at any time. All such cards are subject to these Conditions of Use.

Typically Qudos Bank will do this in circumstances where it considers that the security of the card or PIN may have been compromised. Qudos Bank reserves the right to not reissue a card.

## 13. cancellation and return of your Visa Card

The VISA Credit Card always remains the property of Qudos Bank. Qudos Bank may:

- (1) demand the return of the VISA Credit Card issued to you and your nominee at any time, including:
  - > for security reasons; or

- > if you breach these Conditions of Use or the Terms and Conditions of the Card Account or accounts linked to your VISA Credit Card; or

(2) capture the VISA Credit Card at any Electronic Banking Terminal.

You may cancel your VISA Credit Card or your nominee's VISA Credit Card at any time by giving Qudos Bank written notice.

Cancellation of a card may not be effective until the card is returned to Qudos Bank.

You must return your VISA Credit Card and any VISA Credit Card issued to an Additional Cardholder to Qudos Bank when:

- > Qudos Bank notifies you that it has cancelled your VISA Credit Card;
- > you close your Card Account;
- > you cease to be a Member of Qudos Bank;
- > you cancel your VISA Credit Card, any additional VISA Credit Card issued to an Additional Cardholder, or both;
- > your Card Account is closed, cancelled or terminated for any reason;
- > you alter the authorities governing the use of your Card Account unless Qudos Bank agrees otherwise; or
- > Qudos Bank requests that it be returned for any other reason.
- > Qudos Bank may terminate your Card Account if you have not complied with these Conditions of Use or if you have given false information that has caused them to open the Card Account.
- > In the event that your Card Account is closed you agree:
  - To return your VISA Credit Card and any additional cards as required above;
  - That you will not be able to access any linked accounts with your VISA Credit Card or any additional cards; and
  - To cancel any periodical payment arrangements which are linked to the Card Account.

Where the Card Account has been cancelled by you or Qudos Bank you must continue to make at least the minimum repayment each month until the balance of the Card Account is paid in full. Fees, charges and interest will continue to be debited to the Card Account.

Where the Card Account has been terminated, you must immediately pay Qudos Bank the full balance of the Card Account, including (where applicable) any amount reasonably expended by us in collecting payments.

You will remain liable for transactions debited to the Card Account which were made prior to termination or cancellation.

You will also be liable for standing order authority transactions which have not been cancelled by you prior to termination or cancellation of the Card Account.

You may have to pay reasonable enforcement expenses under these Conditions of Use, including any amount reasonably incurred by the use of Qudos Banks staff and facilities, in the event of a breach of the Credit Card Contract.

## 14. conditions after cancellation or expiry of your Visa Card

You must not use your VISA Credit Card or allow your nominee to use his or her additional VISA Credit Card:

- > before the “valid from” date or after the “until end” date shown on the face of the VISA Credit Card; or
- > after the VISA Credit Card has been cancelled.

You will continue to be liable to reimburse Qudos Bank for any indebtedness incurred through such use, whether or not you have closed your Card Account at Qudos Bank.

If your Visa Credit Card or an additional card is cancelled by Qudos Bank, you must continue to make at least the minimum payment each month until the balance of the Card Account has been paid in full.

Fees, charges and interest charges will continue to be debited to the your Card Account.

If you cancel your Card Account, you must immediately pay Qudos Bank the full balance of the Card Account, including (where applicable) any amount reasonably expended by Qudos Bank in collecting payments.

You remain liable for transactions debited to your Card Account which were made prior to termination. You will also remain liable for standing order authority transactions which have not been cancelled by you prior to termination. These transaction may, for example, have been made by mail order, telephone order or through the internet.

You may have to pay reasonable enforcement expenses under these Conditions of Use, including any amount reasonably incurred by use of Qudos Bank's staff and facilities, in the event of a breach of the Credit Card Contract.

## 15. your liability in case your Visa Card is lost or stolen or in the case of unauthorised use

(1) (a) You are not liable for loss arising from an unauthorised transaction caused by:

- (i) fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a merchant or their employee or agent;
- (ii) a device, identifier or pass code which is forged, faulty, expired or cancelled;

- (iii) a transaction requiring the use of a device and/ or pass code that occurred before you received the device and/or pass code (including a reissued device and/or pass code);
  - (iv) a transaction being incorrectly debited more than once to the same facility; or
  - (v) an unauthorised transaction performed after we have been informed that a device has been misused lost or stolen, or the security of a pass code has been breached.
- (b) Qudos Bank will presume you did not receive your device and/or pass code unless we can prove you received it.
- (c) You are not liable for loss arising from an unauthorised transaction where it is clear that you did not contribute to the loss.
- (2) For the purpose of paragraph 15(1)(c) you will be taken to have contributed to any loss caused by unauthorised use of your VISA Credit Card if:
- (a) in relation to a transaction arising out of a sales or cash advance voucher, you unreasonably delay notification of your VISA Credit Card being lost or stolen or of any unauthorised use of your card;
  - (b) in relation to transactions carried out at Electronic Banking Terminals, you;
    - (i) voluntarily disclose your PIN to anyone, including a family member or friend;
    - (ii) voluntarily allow someone else to observe you entering your PIN into an Electronic Banking Terminal;
    - (iii) write or indicate your PIN on your VISA Credit Card;
    - (iv) write or indicate your PIN (without making any reasonable attempts to disguise the PIN) on any article carried with your VISA Credit Card or likely to be lost or stolen at the same time as your VISA Credit Card;
    - (v) allow anyone else to use your VISA Credit Card;
    - (vi) unreasonably delay notification of:
      - (a) your VISA Credit Card or PIN record being lost or stolen;
      - (b) unauthorised use of your VISA Credit Card; or
      - (c) the fact that someone else knows your PIN; or
    - (vii) engage in fraud.
- (3) If you are taken to have contributed to the unauthorised use of your VISA Credit Card under paragraph 15(2), your liability will be the lesser of:
- (a) the actual loss when less than your Card Account balance (including the unused portion of your credit limit); or
  - (b) your Card Account balance (including the unused portion of your credit limit); or
  - (c) in relation to transactions carried out at Electronic Banking Terminals an amount calculated by adding the actual losses incurred for each day, up to the current daily withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your VISA Credit Card, up to and including the day you make your report.
- (4) In determining liability under paragraph 15(3)(c):
- (a) where your VISA Credit Card has been lost or stolen, the number of days will be calculated by reference to the day when you should reasonably have become aware that it was lost or stolen; and
  - (b) the current daily withdrawal limit is the limit applicable at the time of the transaction, by reference to the status and/or type of Electronic Banking Terminal at which the transaction occurred.
- (5) Where a code (e.g. a PIN) was required to perform the unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by unauthorised use of your VISA Credit Card, your liability will be the lesser of:
- (a) \$150; or
  - (b) your account balance (including the unused portion of your credit limit under any pre-arranged credit facility; or
  - (c) the actual loss at the time Qudos Bank is notified of the loss or theft of your VISA Credit Card.
- (6) In determining your liability under paragraph 15(5):
- (a) Qudos Bank will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred; and
  - (b) the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss.
- (7) Your liability for losses occurring as a result of unauthorised access will be determined under the ePayments Code if it applies and the credit card scheme rules if it does not. The guidelines set out at the beginning of these conditions of use to safeguard your account, are the minimum suggested security measures you should take.

## 16. resolving errors on account statements

If you believe a transaction is wrong or unauthorised or your account statement contains any instances of unauthorised use or errors, you must immediately notify Qudos Bank or the VISA Credit Card Emergency Hotline as explained in paragraph 5. As soon as possible, you must also provide Qudos Bank the following:

- > your name and address, account number and VISA Credit Card number;
- > details of the transaction or the error you consider is wrong or unauthorised;
- > a copy of the account statement in which the unauthorised transaction or error first appeared;
- > the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error;
- > other users authorised to operate the account; and
- > details of whether your VISA Credit Card is signed and your PIN secure.

If Qudos Bank is unable to settle your complaint immediately to your satisfaction, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

If the ePayments Code applies, within 21 days of receiving these further relevant details from you, Qudos Bank will:

- > advise you in writing of the results of its investigations; or
- > advise you in writing that it requires further time (not exceeding a further 24 days) to complete its investigation.

In any event, where an investigation continues beyond 45 days, Qudos Bank will provide you with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, except in cases where Qudos Bank is waiting for a response from you and you have been advised that Qudos Bank requires such a response.

If Qudos Bank finds that an error was made, it will make the appropriate adjustments to your account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

If:

- (1) Qudos Bank is a party to an industry dispute resolution scheme; and
- (2) that scheme provides a matter can be heard under the scheme if Qudos Bank does not give a final decision on the matter within a specified time, Qudos Bank will advise you in writing about the option of taking the matter to the scheme within 5 business days after the specified time period expires.

When Qudos Bank advises you of the outcome of its investigations, it will;

- > give you reasons in writing for its decisions by reference to these Conditions of Use and the ePayments;
- > advise you of any adjustments it has made to your account; and
- > advise you in writing of other avenues of dispute resolution (including Consumer Affairs Agencies and Small Claims Courts), if you are not satisfied with Qudos Bank's decision.

If Qudos Bank decides that you are liable for all or any part of a loss arising out of unauthorised use of your VISA Credit Card, it will:

- > give you copies of any documents or other evidence it relied upon; and
- > advise you whether or not there was any system or equipment malfunction at the time of the transaction.

If Qudos Bank fails to carry out these procedures or causes unreasonable delay, Qudos Bank may be liable for part or all of the amount of the disputed transaction where its failure or delay has prejudiced the outcome of the investigation.

### 16A. Visa Zero Liability

In addition to the limits placed on your liability pursuant to the ePayments Code and described in clause 15 above, Visa's scheme rules provide that Qudos Bank shall limit your liability to nil in the following circumstances:

- (1) The unauthorised transactions were not effected at an ATM and will include transactions effected prior to notification of the unauthorised transactions, lost or stolen VISA Card by you to Qudos Bank;
- (2) You have not contributed to any loss caused by unauthorised use of your VISA Card as described in clause 15 (2) of the Conditions of Use above: and
- (3) You have provided all reasonably requested documentation to Qudos Bank, which may include provision of a statutory declaration and police report.

Where this Visa zero liability provision applies, Qudos Bank will endeavour to refund the amount of the unauthorised transactions within 5 days, subject to:

- (1) you having provided all reasonably requested information to Qudos Bank;
- (2) you are not otherwise in default or have breached these Conditions of Use;
- (3) your Linked Account is not overdrawn, other than as a result of the unauthorised transactions;
- (4) Qudos Bank has not reasonably determined that further investigation is necessary before refunding the amount of the unauthorised transactions based on:

- (a) the conduct of the Linked Account;
- (b) the nature and circumstances surrounding the unauthorised transactions; and
- (c) any delay in notifying Qudos Bank of the unauthorised transactions.

Any refund is conditional upon the final outcome of Qudos Bank's investigation of the matter and may be withdrawn by Qudos Bank where it considers that this provision shall not apply as a result of those investigation. In the making any determination in respect of this provision, Qudos Bank will comply with the requirements of clause 16 above.

This provision shall not apply to any unauthorised transactions where you have failed to notify Qudos Bank of those unauthorised transactions within 30 days of a statement being posted to you at your last known address.

## 17. malfunction

Other than to correct the error in your account and the refund of any charges or fees imposed on you as a result, Qudos Bank will not be liable to you for any loss caused by an Electronic Banking Terminal malfunctioning if you were aware, or should have been aware, that the terminal was unavailable for use or was malfunctioning.

Qudos Bank will not be responsible if an Electronic Banking terminal does not accept your instructions or your VISA Credit Card fails to work at the terminal.

Where an EFTPOS device is not working, the merchant may provide alternative manual processing of the transaction. You will be required to present your VISA Credit Card and sign a voucher. The voucher authorises Qudos Bank to debit your Card Account.

## 18. the Card Account

Qudos Bank will notify you in writing of the amount of credit that applies to the Card Account. This is called the "credit limit".

Transactions made by you must not exceed the credit limit without Qudos Banks prior approval. The credit limit applies to the Card Account and therefore all transactions effected by your VISA Credit Card plus all additional cards must not exceed this limit. If you exceed your credit limit, any amount in excess of that limit is immediately payable.

The minimum amount of any Cash Advance is \$20.00. Before any Cash Advance is processed, you may be asked to produce identification to the person making the Cash Advance satisfaction, including a passport if overseas.

The Card Account will be charged with, and the Primary Cardholder required to pay:

- > The amount for goods and services bought directly from a merchant or by mail order, telephone order or through the internet;

- > The amount of all Cash Advances;
- > The fees and charges in accordance with paragraph 20 and 22; and
- > The interest in accordance with paragraph 21.

## 19. statements and receipts

A transaction record slip will be available for each financial transaction carried out with your VISA Credit Card at an Electronic Banking Terminal.

You should always check the transaction amount indicated on any transaction voucher before signing it or any Electronic Banking Terminal before entering your PIN. By signing a voucher or entering your PIN you are indicating your agreement that the transaction amount is correct.

You should obtain, check and retain all transaction record slips including sales and cash advance vouchers issued to you for checking against your Card Account statements.

Qudos Bank will send you an account statement monthly (unless the Card Account has a nil balance and no transactions have occurred since the last statement cycle) or as otherwise required by any applicable legislation, ePayments Code or relevant industry code of practice. All amounts shown on the statement will be in Australian dollars.

You may request a copy of your account statement at any time. The date your statement is issued is called the "statement date" and the period from one statement date to the next statement date is called the "statement cycle."

There is no facility available to make repayments to be made overseas. You should contact Qudos Bank to ascertain what facilities are available to make repayments, when you are away from your home for extended periods of time.

## 20. fees and charges

Subject to all applicable laws, Qudos Bank may charge the Card Account with any fees or charges. The Annual Percentage Rate and other fees and charges applying to the Card Account are variable in accordance with paragraph 24. The Card Account will be debited with an annual fee (where an annual fee is applicable) in accordance with the Credit Card Contract Schedule and Terms, unless the Card Account features a waiver of the first year's annual fee. The fee is then charged in subsequent years on or after the anniversary of the first debit unless waived by Qudos Bank.

Qudos Bank reserves the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards. Qudos Bank is irrevocably authorised to debit your Card Account with those fees. Prior to charging any fee, Qudos Bank will advise you of those fees in writing. You will be advised by Qudos Bank, in writing, of any currently applicable fees and charges at the time you apply for your VISA Credit Card.

## 21. interest charges

Interest charges on all transactions will be calculated and charged for each statement cycle at the statement date. Details of the interest charges will be shown on your statement. Information on current interest rates and fees applying to your VISA Credit Card are available on request from Qudos Bank.

Cash Advances and purchases outstanding at the beginning of a statement cycle and recorded during the statement cycle are separately assessed for interest charges.

The interest charged on Cash Advances is calculated from the date the transaction is debited to the Card Account (the "posting date") until the amount is paid in full.

The interest charged on purchases is calculated from the posting date until the amount is paid in full, unless the purchase is eligible to obtain the benefit of an interest free period. Qudos Bank will advise you in writing of any interest free period and how that period effects the calculation of interest.

Qudos Bank shall advise you in writing of the method by which interest is calculated and charged to your Card Account. In the absence of any such notification, interest shall be calculated daily on the credit balance of the Card Account (less any amount still subject to an interest free period), at the rate specified by Qudos Bank, for each day of the statement cycle and credited to your Card Account on the last day of the statement cycle.

Qudos Bank shall advise you in writing of any interest free period applying to purchases and how it is determined. Unless specified otherwise by Qudos Bank the interest free period:

- (1) shall be determined as starting from the posting date and ending on the last day of the statement cycle; and
- (2) shall lapse if you do not pay the entire closing balance, as shown in your statement, in full by the due date specified on the statement recording the purchase. Failure to pay the full balance by the due date means interest shall be calculated on all purchases specified in the statement from their respective posting dates.

## 22. government fees and charges

Qudos Bank reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your VISA Credit Card by any government or by any regulatory authority. Qudos Bank is also irrevocably authorised to debit your Card Account with those fees, charges, duties and taxes.

## 23. payments

Unless otherwise advised by Qudos Bank in writing, the minimum payment required to be paid by the Primary Cardholder each month will be shown on the Card Account Statement. The due date will be specified on the Card Account statement. You must pay at least the minimum payment shown on your statement by the due date.

Qudos Bank shall advise you in writing how it calculates the minimum payment required. In the absence of any such notification the minimum amount shall be calculated at 2% of the closing balance or \$10.00, whichever is the greater, plus all past due amounts from previous statements and any amount that exceeds the credit limit applying to your VISA Credit Card.

Unless otherwise advised by Qudos Bank in writing, all payments made to your Card Account will be applied in the following order:

- (1) government duties, taxes, charges or rates;
- (2) fees or charges;
- (3) interest charges;
- (4) Cash Advances shown on the statement;
- (5) purchases shown on the statement;
- (6) Cash Advances not shown on the statement;
- (7) purchases not shown on the statement;
- (8) fees and charges not shown on the statement; and
- (9) government duties, taxes, charges or rates not shown on the statement.

If you (being the primary Cardholder) have money in any account with Qudos Bank (other than the Card Account) Qudos Bank can, but need not, use it to pay amounts owing under the Credit Card Contract.

To the maximum extent allowed by law, you give up any right to set off amounts Qudos Bank owes you against amounts you owe Qudos Bank under the Credit Card Contract. You must pay any amount owing by you under the Credit Card Contract without deducting amounts you claim are owing by Qudos Bank or any other person to you.

## 24. changes to conditions of use

Qudos Bank reserves the right to change these Conditions of Use and to vary the fees and charges that apply to your VISA Credit Card.

Qudos Bank will notify you in writing at least 20 days (or such longer period required by law) before the effective date of a change if it is going to:

- > impose or increase charges for transactions at Electronic Banking Terminals or for issuing additional or replacement VISA Credit Cards;
- > increase your liability for unauthorised use; or
- > adjust daily withdrawal limits.

Qudos Bank may elect to notify you of other changes (or where allowed by law, any of the above changes) either through:

- > notices on, or sent with account statements;

- > notices on Electronic Banking Terminals or in branches;
- > press advertisements in newspapers circulating in your State or Territory; or
- > a notice on Qudos Bank's website.

In addition, in the last three cases, Qudos Bank will give you written advice of the changes at the time of your next account statement.

Written notice will not be given of a variation that is required by an immediate need for Qudos Bank to restore or maintain the security of its systems or your linked accounts.

You will be taken to have received a written notice from Qudos Bank under this paragraph 24 in the due course of post, if it is mailed, to the last address for you known to Qudos Bank. If a written notice is delivered to you personally the date of delivery is the date you receive the notice.

If you retain and use your VISA Credit Card after notification of any authorised changes, you agree your use of your VISA Credit Card shall be subject to those changes.

## 25. exclusion of financial institution liability

The display on any premises of promotional material referring to VISA is in no way to be treated as a guarantee that your VISA Credit Card may be used in any Electronic Banking Terminal on those premises.

Qudos Bank bears no liability for any refusal of a merchant or agent to accept your VISA Credit Card.

Qudos Bank bears no liability for cancelling your VISA Credit Card or any Additional Card where it considers those cards may have been or could be used fraudulently.

Qudos Bank does not give any warranty for any goods or services obtained from a merchant or agent through the use of your VISA Credit Card.

You acknowledge and accept that all complaints about those goods and services must be addressed to the supplier or merchant of those goods and services.

You should always enquire before selecting goods or services if your VISA Credit Card will be accepted by the merchant or agent occupying the premises.

## 26. regular payment arrangement

You should keep a record of all of your regular payment arrangements in a safe place.

You are responsible for notifying the merchant when your account details change, including a change in your card number and/or change in your card expiry date. You should contact the merchant at least 15 days prior to the next scheduled payment. If you close your account, are issued with a new card (e.g. your card is lost or stolen), or receive a replacement card (e.g. your old card expires), you should update your details with your merchant straight away.

Until you notify the merchant, we are required to process transactions from the merchant based on the details provided by the merchant. This means that payments may be rejected if the details are not correct.

You can visit our website to generate a letter to change your account details, which you can send to your merchant. We recommend you also keep a copy for your records.

You will need your original agreement and any change letter if your merchant does not comply with your request in a timely manner and you decide to dispute incorrect regular payments.

Any problems with your regular payments, including failure by your merchant to act on a request to change your account details, should be taken up directly with your merchant first. If you need further assistance to resolve an issue between yourself and your merchant, please contact us.

## 27. other general conditions

These Conditions of Use govern your VISA Credit Card access to your Card Account and any linked accounts, at Qudos Bank. Each transaction on any linked account is also governed by the Terms and Conditions to which that account is subject. If there is any inconsistency between these Conditions of Use and the terms applicable to any of your accounts, these Conditions of Use prevail except to the extent that they are contrary to any applicable legislation, the ePayments Code or any relevant industry code of practice.

You agree that you will promptly notify Qudos Bank of any change of address for the mailing of any notifications, which Qudos Bank is required to send to you.

If your VISA Credit Card is issued on a joint account, each party to that account is jointly and severally liable for all transactions on the VISA Credit Card. If the Primary Cardholder constitutes more than one party, the liability of each such party shall be joint and several.

To protect against fraud, you cannot withdraw the value of deposited cheques until three business days after the deposit has been made.

In certain circumstances Qudos Bank may extend this period. If drawings are made by you against a deposited cheque before it has been paid by Qudos Bank upon which it has been drawn, you agree that you must reimburse Qudos Bank if the cheque is subsequently dishonoured.

To protect itself and you against fraud, Qudos Bank may monitor your Visa Credit Card usage. If, in Qudos Bank's opinion your card is suspected of being used fraudulently (or could be), you authorise Qudos Bank to cancel your Visa Credit Card and any additional cards without notice to you, and you agree to hold harmless Qudos Bank for any loss or damage you or an Additional Cardholder may sustain as a result of your VISA Credit Card or any Additional card being cancelled.

You may not assign your rights under this contract to any other person. Qudos Bank may assign its rights or transfer the contract to another person. If Qudos Bank transfers or assigns the contract, the contract will apply to the transferee or assignee as if it were named as Qudos Bank.

If Qudos Bank fails to exercise or delay in exercising any of its rights under these Conditions of Use, that failure or delay does not constitute a waiver of its rights. Qudos Bank may exercise its rights under these Conditions of Use at any time, despite any previous failure or delay on its part.

A certificate signed by an officer of Qudos Bank stating the balance of the Card Account is sufficient evidence of the amount of the Primary cardholder's liability to Qudos Bank at the date of issuing the certificate.

You agree that Qudos Bank may engage agents to facilitate settlement of transactions you or Additional Cardholders create by using your VISA Credit Card and any additional cards and to monitor those transactions for fraud detection purposes. Where such agents are engaged, you agree that Qudos Bank may provide your personal information and transactional information to those agents, providing the agent agrees to hold such information confidentially and to only use it for the purpose in which it is given.

Qudos Bank may be able to arrange insurance to cover your repayments on the occurrence of certain events such as unemployment or sickness.

In this event Qudos Bank is required by law to provide to you:

- > the name of the insurer;
- > the calculation of the premium;
- > the coverage of the insurance; and
- > any commissions payable.

## 28. definitions

- > **Access Code** means a secret personal identification code used in conjunction with telephone banking, online banking or such other services we may advise you from time to time.
- > **Access method** means a method authorised and accepted by Qudos Bank as authority to act on an instruction given through Electronic Equipment, which may include one, or a combination of, a Visa Credit Card, Identifier, PIN, Chip or an Access Code. It does not include a method where a manual signature is the principal means of verifying the authority to give the instruction.
- > **Additional Cardholder** means the person(s) who from time to time is/are issued with an additional card for use on the Card Account at the request of the Primary Cardholder.
- > **ATM** means an Automated Teller Machine.
- > **Card Account** means the account you have with Qudos Bank to which you may obtain access by use of the VISA Credit Card.
- > **Chip** means the electronic chip that forms part of your Visa Credit Card.
- > **Contactless Reader** means any point of sale device which may be used to make a purchase by use of a chip alone.
- > **EFTPOS** means Electronic funds transfer at point of sale.
- > **Electronic Banking Terminal** means an ATM or EFTPOS device owned by Qudos Bank or included in an authorised interchange network.
- > **Exchange Control** means the central banking authority, or any similar institution, that is responsible for regulating any overseas monetary system or non-cash payment system.
- > **Electronic Equipment** includes an Electronic Banking Terminal, a computer and a telephone.
- > **Financial Institution** means Qudos Bank with which you hold your VISA Credit Card account.
- > **Identifier** means information provided by us to access your Card Account using Electronic Equipment and which is not required to be kept secret. An Identifier includes the Visa Credit Card number and expiry date.
- > **Non EFT Transaction** means any transaction which is processed without you using your access method.
- > **PayWave** means the PayWave payments technology developed and offered by VISA as a method of making a purchase by use of a Contactless Reader.
- > **PIN** means the secret personal identification number relating to a VISA Credit Card.
- > **Primary Cardholder** means the person who opens the Card Account.
- > **You** means the Primary Cardholder.

## 29. interpretation

For the purposes of these Conditions of Use:

- › “day” means a 24 hour period commencing at midnight Eastern Standard Time or Eastern Summer Time, as the case may be, in Sydney;
- › “business day” means any day Qudos Bank in your State or Territory is normally open for business.

A reference to:

- › one gender includes the other gender;
- › the singular includes the plural and the plural includes the singular; and
- › any dollar amount is an Australian dollar amount.

To apply or for more information,  
contact us:

-  Call us on 1300 747 747
-  Visit [qudosbank.com.au](https://www.qudosbank.com.au)
-  Visit us in a branch

Visa Credit Card

# conditions of use

**1300 747 747 | [qudosbank.com.au](http://qudosbank.com.au)**

**Qudos Mutual Limited trading as Qudos Bank**

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BSB 704 865