

# Credit Facility

## Conditions of Use and Credit Guide

Effective 12 June 2018

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## CONDITIONS OF USE

This Card Contract governs the use of the Card(s) we provide to you.

Your Card Contract comprises:

- (a) these Conditions of Use (including any attachment); and
- (b) the Credit Offer.

To the extent of any inconsistency between the Credit Offer and these Conditions of Use, the terms of the Credit Offer will prevail.

Please read both documents carefully. Please note that this document also contains the Information Statement required by the National Credit Code (at Attachment 3), and our Credit Guide (following Attachment 3).

These Conditions of Use do not contain all of the pre-contractual information required by the National Credit Code- see the Credit Offer for the remainder of that information.

These Conditions of Use (including Attachment 1, Attachment 2 and Attachment 3) apply to both the 55 Day Card and Agile Card products. The type of product you have is specified on the Credit Offer. Certain terms only apply to the 55 Day Card or Agile Card. It is made clear in these Conditions of Use when that is the case.

### Definitions

The following expressions have the following meaning in the Card Contract and in the Credit Offer:

**Access method** means:

- (a) a method authorised by us for you and accepted by us to act on an instruction given through electronic equipment to debit or credit a Card Account;
- (b) comprises the use of one or more components including (but not limited to) devices, identifiers, codes or a combination of these; and
- (c) does not include a method requiring the user's manual signature where the comparison of the appearance of that manual signature with a written specimen signature is the principal intended means of authenticating a user's authority to give the instruction (whether or not that means is used in a particular Transaction).

**Account Number** means the unique number that identifies your Card Account.

**Account-Opening Transaction** means the transaction (excluding a Cash Advance) you make on the Card Account with a Retail Partner in connection with which you make an application to us to open the Card Account. This transaction may be effected without the use of the Card. For this transaction to be effected, you must sign the Credit Offer or accept the Credit Offer in a way described in the Credit Offer (if any). The transaction will not be processed to the Card Account until we have received the properly signed Credit

Offer or you have accepted the Credit Offer in a way described in the Credit Offer (if any). If you do not open the Card Account and sign or accept the Credit Offer in this way, the provisions of this Card Contract which refer to an Account-Opening Transaction will not be relevant to you.

**Additional Card** means a Card issued in accordance with clause 3 of Attachment 1.

**Additional Cardholder or Signatory** means the person who is nominated by you to effect Transactions separately on your Card Account.

**ATM** means Automatic Teller Machine.

**Attachment 1** means the "Attachment 1 - Visa Debit Card Access and Card Transactions" which forms part of these Conditions of Use.

**Attachment 2** means the "Attachment 2 - BPAY Facility Terms and Conditions" document which forms part of these Conditions of Use.

**Attachment 3** means the "Attachment 3 - Information Statement" which is provided in accordance with the National Credit Code.

**Available Credit** means the difference between the credit limit and the sum of the outstanding balance and any Transactions not yet posted to your Card Account.

**Balance Transfer Period** means such period as we specify as the Balance Transfer Period in relation to a particular Balance Transfer Transaction at the time of us agreeing to that Balance Transfer Transaction.

**Balance Transfer Daily Percentage Rate** means the rate determined by dividing the Balance Transfer Rate by 365.

**Balance Transfer Rate** means, such interest rate as we specify as applying to a particular Balance Transfer Transaction at the time of us agreeing to that Balance Transfer Transaction. A Balance Transfer Rate will always be equal to or less than the Standard Annual Percentage Rate applying at the commencement of the relevant Balance Transfer Period. If no Balance Transfer Rate has been specified by us, the Balance Transfer Rate for a Balance Transfer Transaction will be the same as the Standard Annual Percentage Rate.

**Balance Transfer Transaction** means a transfer by us, pursuant to a request made by you after the time you made an application to open the Card Account, of the total debit (negative) balance of either of the following to the Card Account:

- (a) another account you have with us; or
- (b) an account you have with another Australian financial institution.

Your request must be made clear, and agreed to by us, at the time you make an application to open the Card Account or at such later time as we agree.

**BPAY** means the electronic payment scheme called BPAY which enables you to effect bill payments to BPAY Billers through an access method as approved by us from time to time or to make payments to us.

**BPAY Biller** means an organisation which tells you that you can make bill payments to them through BPAY.

**BPAY Facility** means the BPAY facility that we allow you to make BPAY Payments to BPAY Billers through our website or other methods authorised by us.

**BPAY Payment** means a payment to a BPAY Biller transacted using BPAY.

**BSB** means a six digit number used to identify account institutions.

**Business Day** means a day that is not a Saturday, Sunday or a public holiday or bank holiday in New South Wales.

**Card** means the Visa debit card issued to you or an Additional Cardholder by Cuscal.

**Card Account** means the revolving line of credit account we set up to record transactions under the Card Contract.

**Card Contract** means the contract between you and us comprising these Conditions of Use and the Credit Offer.

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

**Card Transaction** means any transaction involving the use of the Card or the Card Details to access the Card Account, and includes an EFT Transaction and a Voucher Transaction.

**Cardholder** means you and any Additional Cardholder or Signatory.

**Cash Advance** means a Transaction where cash or its equivalent is obtained, as determined by us at our discretion, including but not limited to Transactions such as a telegraphic transfer or other credit transfer, bill payments and the purchase of travelers cheques or gambling tokens.

**Cash Advance Daily Percentage Rate** means the rate determined by dividing the Cash Advance Rate by 365.

**Cash Advance Rate** means, subject to clause 9.1, the rate specified in the Credit Offer as the Cash Advance Rate.

**Closing Balance** means the balance of your Card Account as described on a Statement.

**Credit Offer** means the Card Product Credit Offer provided to you in respect of the Card issued to you, which contains the financial table, and forms part of your Card Contract.

**Conditions of Use** means this document including Attachment 1, Attachment 2 and Attachment 3.

**Credit Provider** means FlexiCards Australia Pty Ltd, ABN 31 099 651 877 Australian Credit Licence number 247415, being the credit provider under this Card Contract.

**Cuscal** or **Card Issuer** means Cuscal Limited ABN 95 087 822 455 or anyone to whom Cuscal has assigned its rights.

**Daily Percentage Rate** means the rate determined by dividing the Standard Annual Percentage Rate by 365.

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

**Deferred Payment Period** means, in respect of an individual transaction on your Card Account (excluding a Cash Advance), a period stated by a Retail Partner or by us (as applicable) to be a Deferred Payment Period that applies to an Account-Opening Transaction or a Voucher Transaction (and stated to be such a period in a receipt prepared by a Retail Partner for an Account-Opening Transaction or a Voucher Transaction) or such other Transactions as we specify from time to time, during which period we will not require repayment of the amount (or any part of the amount) of the Transaction. After the expiry of the Deferred Payment Period, the Transaction will be included in the calculation of the minimum monthly payment shown on your Statement.

**Direct Debit Request** is an authority that allows us to debit your Nominated Account and to credit your Card Account.

**Direct Debit Request Service Agreement** means your agreement with us in respect of your Direct Debit Request.

**Disbursement Authority** means your request, either written or verbal, for us to transfer funds from your Card Account to a Third Party.

**EFT System** means the shared system under which EFT Transactions are processed.

**EFT Terminal** means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any third party that may be used in conjunction with a Card and PIN to conduct an EFT Transaction and includes, but is not limited to, an ATM or EFTPOS terminal.

**EFT Transaction** means a transaction instructed by you through Electronic Equipment using a Card and PIN or Card Details but not requiring a manual signature, resulting in the debiting of the Card Account, including a transaction at an ATM or EFTPOS Terminal (excluding BPAY Payments which cannot be conducted using a Card or Card Details)

**EFTPOS** means Electronic Funds Transfer Point of Sale.

**Electronic Equipment** means an EFT Terminal and other equipment including a computer, television and telephone.

**ePayments Code** means the ePayments Code administered by Australian Securities and Investments Commission.

**Identifier** means the numbers and/or letters assigned by us to identify you, your Card Account and a Card and Additional Card.

**Initial Balance Transfer Daily Percentage Rate** means the rate determined by dividing the Initial Balance Transfer Rate by 365.

**Initial Balance Transfer Period** means the period specified in the Credit Offer as the Initial Balance Transfer Period (only applies to Agile Card, unless we agree otherwise in writing).

**Initial Balance Transfer Transaction** means the transfer by us at your request and with our agreement of the total debit (negative) balance of an account you have with another Australian financial institution to the Card Account.

Your request must be made clear, and agreed to by us, at the time you make an application to open the Card Account.

**Initial Balance Transfer Rate** means the rate specified in the Credit Offer as the Initial Balance Transfer Rate (only applies to Agile Card, unless we agree otherwise in writing).

**Interest Free Period** or **IFP** means a period for which we will not charge interest in respect of that particular Transaction, being:

- (a) in respect of an individual Account-Opening Transaction or a Voucher Transaction on your Card Account (excluding Cash Advances), a period stated by a Retail Partner or by us to be an interest free period that applies to the Account-Opening Transaction or the Voucher Transaction. The IFP for an Account-Opening Transaction (if any) is specified in the Credit Offer;
- (b) in respect of such Transactions as we specify from time to time, such period as we state to be an interest free period that applies to those specified Transactions.
- (c) **(Agile Card only - does not apply to 55 Day Card)** in respect of an individual EFT Transaction (other than a Cash Advance) for the purchase of goods or services for an amount equal to or exceeding the amount specified in the Credit Offer (or otherwise advised by us to you from time to time) on your Card Account, the period specified in the Credit Offer (or otherwise advised by us to you from time to time) from the Transaction Date; or
- (d) **(Agile Card only - does not apply to 55 Day Card unless we agree otherwise in writing,)** in respect of an Initial Balance Transfer Transaction if the Initial Balance transfer Rate is 0%, the Initial Balance Transfer Period from the date of transfer.

After the expiry of the Interest Free Period, interest will be charged by reference to the Standard Annual Percentage Rate.

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

**National Credit Code** means the National Credit Code set out in Schedule 1 to the *National Consumer Credit Protection Act 2009* (Cth) (as amended from time to time).

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

**Nominated Account** means an account held with a financial institution in Australia which you nominate in your Direct Debit Request and which you are authorised to operate.

**Password** means the secret code that is used by you to access your Card Account on our website.

**Payment Due Date** means the date described as such on your Statement.

**Payment Instruction** means your instruction to us to withdraw funds from your Nominated Account and to credit them to your Card Account and vice versa.

**PIN** means the personal identification number issued to you by us for use with a Card when giving an instruction through Electronic Equipment.

**Retail Partner** means a retailer or any other provider of goods or services approved by us.

**Security Code** means a PIN and any other type of code assigned by us to allow you access to your Card Account, whether separately or in combination, as advised to you by us from time to time.

**Signatory** means a person approved by us that you authorise to operate on your Card Account.

**Special Promotion Daily Percentage Rate** means the rate determined by dividing the Special Promotion Rate by 365.

**Special Promotion Period** means, in respect of an individual Transaction on your Card Account, a period stated by a Retail Partner or by us (as applicable) to be a Special Promotion Period that applies to an Account-Opening Transaction or a Voucher Transaction or such other Transactions as we specify from time to time, during which period we will charge interest at the Special Promotion Rate in respect of that particular Transaction. A Special Promotion Period for an Account Opening Transaction (if any) is set out in the Credit Offer. A Special Promotion Period for any other Transaction (if any) will be as specified by us or a Retail Partner (as applicable). After the expiry of the Special Promotion Period, interest will be charged by reference to the Standard Annual Percentage Rate.

**Special Promotion Rate** means such rate as we advise you of from time to time as the Special Promotion Rate applying to a particular Transaction or Transactions or, in relation to a Voucher Transaction, the rate stated by a Retail Partner or by us to be a Special Promotion Rate for that Voucher Transaction. If a Special Promotion Rate applies to the Account-Opening Transaction, the Special Promotion Rate is as set out in the Credit Offer. A Special Promotion Rate will always be equal to or less than the Standard Annual Percentage Rate applying at the commencement of the relevant Special Promotion Period.



**Standard Annual Percentage Rate** means, subject to clause 9.1, the rate specified in the Credit Offer as the Standard Annual Percentage Rate.

**Statement** means a statement of account issued by us in respect of your Card Account.

**Statement Period** means the statement period specified on a Statement.

**Third Party** means any person or company other than you, us or a related body corporate of ours.

**Transaction** means an Account-Opening Transaction, a Voucher Transaction, an EFT Transaction, a Card Transaction, a BPAY Payment, a Cash Advance or a Balance Transfer Transaction as the case requires.

**Transaction Date** means the date that we assign value to a Transaction as is shown on a Statement. Unauthorised means without your knowledge or consent.

**Unpaid Balance** means the difference between all amounts credited (paid to) and all amounts debited (paid from) the Card Account at that time.

**Unpaid Daily Balance** for a Day means the Unpaid Balance at the end of that Day.

**Voucher Transaction** means a transaction (excluding a Cash Advance) effected through a Retail Partner that is not an Account-Opening Transaction, in respect of which one or more of the following applies as stated by the Retail Partner or by us:

- (a) an Interest Free Period;
- (b) a Deferred Payment Period;
- (c) a Special Promotion Period.

**we** or **us** means the Credit Provider and includes its successors and assigns or its agents. Any other grammatical form of the word 'we' has a corresponding meaning.

**you** means the borrower named in the Credit Offer (being the holder of the Card Account) and your has a corresponding meaning. If there is more than one borrower named in the Credit Offer 'you' means each borrower separately and all borrowers jointly. Any other grammatical form of the word 'you' has a corresponding meaning.

## INTERPRETATION

In the Card Contract:

- (a) unless otherwise required by the context, a singular word includes the plural and vice versa;
- (b) a reference to a particular person includes a reference to the person's employees, executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (c) headings appear for convenience and do not affect interpretation;
- (d) law means common law, principles of equity, and laws made by parliament (and laws made by parliament include State, Territory and Commonwealth laws and regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of any of them);
- (e) an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually and an agreement, representation or warranty by two or more persons binds them jointly and each of them individually;
- (f) a group of persons or things is a reference to any two or more of them jointly and to each of them individually; (g) the words 'include', 'including', 'for example' or 'such as' are not used as, nor are they to be interpreted as, words of limitation, and, when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind;
- (g) a reference to amendment of any document includes removal, replacement, substitution and variation of that document or any part or provision of it and a reference to "amend" or to any other grammatical form of that word has a corresponding meaning;
- (h) a reference to a clause or Attachment is a reference to a clause in or Attachment to this Card Contract.

## THE CARD ACCOUNT

### 1. The Card Contract

- 1.1 The Card Contract governs the use of the Card and all transactions on the Card Account.
- 1.2 You accept our offer for a Card Contract when:
- (a) you sign the Credit Offer where you open the Card Account and return it to us.
  - (b) you have accepted our offer for a Card Contract, you will be bound by:
    - (i) the Conditions of Use;
    - (ii) the Credit Offer;
    - (iii) the Privacy Statement, Acknowledgement and Consent; and
    - (iv) if you have completed a Direct Debit Request, the Direct Debit Request Service Agreement in the form we have provided to you.
- 1.3 We may provide you with access to your Card Account to obtain credit and to obtain information by using any one or more of the following methods:
- (a) Card;
  - (b) our website;
  - (c) our customer service team;
  - (d) a Retail Partner recognised by us;
  - (e) any other method we determine from time to time.

Access to the Card Account may require a Password or PIN. We will try (without any legal obligation) to provide access on a 24-hour continuous basis. However, circumstances may not always make this possible.

- 1.4 In order to use your Card, you will need to activate your Card by:
- (a) calling us on the number we give you for that purpose;
  - (b) accessing our internet banking service and completing the activation process online;
  - (c) any other method we determine from time to time.

### 2. Opening a Card Account and Transactions on the Card Account

- 2.1 A Card Contract is available only to individuals aged 18 years or older who are permanent residents of Australia and for personal or household (and not investment or business) purposes.
- 2.2 To enter into a Card Contract and open a Card Account you must:
- (a) satisfy our eligibility requirements;
  - (b) complete the application process; and

- (c) provide the documents and information we (or our agents) may request.

- 2.3 The Card Account may be used to conduct Transactions.

A Card must not be used to purchase goods or services that are prohibited by law in Australia and/or in the country in which the goods or services are being purchased.

- 2.4 If we agree to process a Balance Transfer Transaction we will, as applicable, either:

- (a) if we have agreed to do so, automatically close and transfer the balance from the account you have with us from which the balance transfer is made, or
- (b) pay the outstanding closing balance of the account (from which the balance transfer is made) directly to the financial institution at which the account is held.

- 2.5 In order to complete a Voucher Transaction, we must consent to the transaction and you must provide us with your Card Account number. You will be required to authorise the transaction by the authorisation process provided to you at the time of the transaction.

- 2.6 In order to complete an EFT Transaction, you must request the transaction using your Card and PIN or your Card Details and we must approve the transaction.

- 2.7 We will debit your Card Account with the amount of each approved Transaction. The amount of the Transaction will be debited to your Card Account on the date that we approve the Transaction with the exception of the Account-Opening Transaction which may not be debited to your Card Account until you receive the goods or services the subject of that Transaction. A charge applies when you use the Card to obtain a Cash Advance. Please refer to the Credit Offer for details.

We will also debit your Card Account with the amount of each fee or charge, each amount of interest and all other expenses that are payable by you under the Card Contract. Each fee, charge or expense and each interest charge will be debited to your Card Account on the date that it is first payable by you to us or as otherwise provided for in the Card Contract.

- 2.8 Use of Card – Card Transactions

- (a) Your Card can be used to carry out a Card Transaction.
- (b) We may attach other services to the Card from time to time. We will tell you if we do so. You can contact us at any time for details.

- 2.9 Using the Card

You will be advised from time to time:

- (a) what Card Transactions may be performed using the Card; and

- (b) what EFT Terminals of other financial institutions may be used.

Transactions will not necessarily be processed to your Card Account on the same Day.

### 3. Standard Annual Percentage Rate, Cash Advance Rate, Initial Balance Transfer Rate, Balance Transfer Rate and Special Promotion Rate

- 3.1 The Standard Annual Percentage Rate that applies under the Card Contract is set out in the Credit Offer, but is subject to any later variation in accordance with clause 9. The Standard Annual Percentage Rate applies to all Transactions unless otherwise specified in this Card Contract.
- 3.2 The Cash Advance Rate applies to each Cash Advance and any BPAY Payment from the date of the Cash Advance or BPAY Payment. The Cash Advance Rate that applies under the Card Contract is set out in the Credit Offer, but is subject to any later variation in accordance with clause 9.
- 3.3 (Agile Card only – does not apply to 55 Day Card unless we have agreed otherwise in writing) The Initial Balance Transfer Rate applies for the Initial Balance Transfer Period to an Initial Balance Transfer Transaction.
- 3.4 The relevant Balance Transfer Rate applies to each Balance Transfer Transaction during the relevant Balance Transfer Period. If no Balance Transfer Rate has been specified by us, the Standard Annual Percentage Rate will apply to the Balance Transfer Transaction.
- 3.5 The Account-Opening Transaction, Voucher Transactions and such other Transactions as we specify from time to time may attract a Special Promotion Rate. If a Special Promotion Rate applies to the Account-Opening Transaction or a Voucher Transaction, the Special Promotion Rate is as stated by a Retail Partner or by us at the time you make the transaction. If a Special Promotion Rate applies to some other Transaction, the Special Promotion Rate is as stated by us.
- 3.6 The Special Promotion Rate will operate for the Special Promotion Period. If a Special Promotion Period is stated as relevant by us or by a Retail Partner, in conjunction with the Special Promotion Rate.

### 4. Credit limit and available credit

- 4.1 Subject to any transaction limits (see clause 9 of Attachment 1), you may draw down funds up to your credit limit.
- 4.2 Your credit limit is the amount set out as the credit limit in the Credit Offer or such other amount as you request and we agree from time to time in accordance with this clause.  
The Unpaid Balance of your Card Account must not, at any time, exceed your credit limit.  
If your credit limit is reached or exceeded, fees, Government charges and interest will continue to be charged to your Card Account even if debiting these items results in you exceeding or further exceeding your credit limit.  
Any excess above your credit limit will be immediately repayable by you without the necessity for us to demand repayment.
- 4.3 Your credit limit does not change simply because we may debit an amount to your Card Account that causes the account balance to exceed your credit limit.
- 4.4 You may request that we increase your credit limit at any time. We will only increase your credit limit at your request or with your written consent. Any such increase is subject to our approval.  
We can, however, reduce your credit limit at any time, whether or not you are in default under the Card Contract and without prior notice to you, if reasonably necessary to protect our legitimate business interests. We will advise you if we do so. You may request us to reduce your credit limit at any time. We may, from time to time, set a minimum credit limit for all Cards. Although you may seek to reduce your credit limit at any time, if you seek to reduce your credit limit below such a minimum, we may close, or ask you to close, the Card Account.
- 4.5 We reserve the right not to credit the amount of a payment we receive from you (or for your Card Account) until we receive the full value of that payment (for example when a cheque is cleared).



## 5. How is interest calculated?

- 5.1 Interest is not charged on a Transaction:
- (a) which is subject to an Interest Free Period for the period of the Interest Free Period; or
  - (b) that meets the requirements set out in clause 5.5 for up to 55 days from the Transaction Date of the purchase of the goods and/or services.

- 5.2 Subject to clauses 5.4 and 5.5, interest charges are calculated on a daily basis in the following manner.

To calculate the interest charge that is payable in respect of a given day, we start by determining the Unpaid Daily Balance of your Card Account at the end of that day. We then determine if there is any part of that Unpaid Daily Balance that is not to be subject to an interest charge for that day (being a non-interest bearing part of the Unpaid Daily Balance for that day).

On a given day, any part of the Unpaid Daily Balance that is in relation to a Transaction referred to in clause 5.1, will be a non-interest bearing amount for that day.

Once we have deducted all parts of the Unpaid Daily Balance that are non-interest bearing parts of the Unpaid Daily Balance for that day, then the following applies:

- (a) that part of the remainder of the Unpaid Daily Balance to which the Standard Annual Percentage Rate applies is subject to the application of the Daily Percentage Rate;
- (b) that part of the remainder of the Unpaid Daily Balance to which the Cash Advance Rate applies is subject to the application of the Cash Advance Daily Percentage Rate;
- (c) If the Initial Balance Transfer Rate is not 0%, that part of the remainder of the Unpaid Daily Balance to which an Initial Balance Transfer Rate applies is subject to the application of the relevant Initial Balance Transfer Daily Percentage Rate;
- (d) that part of the remainder of the Unpaid Daily Balance to which the relevant Balance Transfer Rate applies is subject to the application of the Balance Transfer Daily Percentage Rate; and
- (e) that part of the remainder of the Unpaid Daily Balance to which the relevant Special Promotion Rate applies is subject to the application of the Special Promotion Daily Percentage Rate, so as to determine the interest charge for that day.

- 5.3 Subject to clause 5.4, each daily interest charge that has accrued under clause 5.2 in respect of a previous day, but which has not previously been

debited to your Card Account, will be debited to your Card Account monthly, on the last day of a Statement Period.

- 5.4 In respect of an EFT Transaction for the purchase of goods and/or services, where that purchase fails to meet the requirements of clause 5.5 in order to qualify for up to 55 days interest free, interest will be charged on such purchases from the Transaction Date of the purchase. Interest on such purchases is calculated applying the Standard Annual Percentage Rate or Special Promotion Rate (whichever is applicable) as follows:

- (a) Interest on the unpaid balance of that purchase at the relevant rate from the Transaction Date of the purchase to the end of the Statement Period during which the purchase was made; plus
- (b) Interest, from the commencement of the Statement Period after the one in which the purchase was made, at the relevant rate, on the unpaid balance of the purchase plus the interest amount determined at (a) (so interest is charged on interest).

The interest calculated pursuant to clause 5.4 (a) and (b) will be debited to your account on the last day of the Statement Period which immediately follows the Statement Period in which the purchase was recorded in your Statement. Interest charges for subsequent periods are calculated in accordance with clause 5.2 and will be debited to your Card Account monthly, on the last day of a Statement Period. Interest is charged in relation to such purchases until the purchase amount, and any interest charge in relation to it, is paid in full.

- 5.5 If the requirements of this clause 5.5 are met by you, we will not charge interest for a period of time on an individual EFT Transaction for a purchase of goods and/or services:
- (a) **(55 Day Card)** made using a 55 Day Card; or
  - (b) **(Agile Card)** made using the Agile Card for an amount up to the amount specified in the Credit Offer (or otherwise advised by us to you from time to time).

This will mean that you may receive up to 55 days from the Transaction Date interest free in respect of such a purchase transaction.

To receive this interest free benefit, you must pay, by the Payment Due Date, the amount identified in your Statement as the "Optional repayment to qualify for up to 55 days interest free on purchases". This amount consists of the following:

- (a) the closing balance of the Statement (which includes any amount which the Statement refers to as the amount "Due Immediately") less any amount listed on the Statement (including any amount carried forward from any previous Statement) which is referable to a transaction which is subject to an Interest Free Period, a Special Promotion Period or a Deferred Payment Period; and
- (b) an amount equal to 3% of the total of any amounts listed on the Statement (including any amount carried forward from any previous Statement) which is subject to an Interest Free Period or Special Promotion Period.

The amount of interest free days you may receive will depend on when you made the relevant purchase during the Statement Period.

This clause 5 applies only with respect to an EFT Transaction for a purchase of goods or services as described above. It does not apply with respect to an Account-Opening Transaction, a Voucher Transaction, a Cash Advance, a BPAY Payment or a Balance Transfer Transaction.

- 5.6 When you pay all the monies owing under this Card Contract, interest that has accrued up to (but not including) the date of final payment that has not been debited to your Card Account will be debited to your Card Account at that time and will be payable by you as part of your final payment. Under this Card Contract, accrued interest debited on a day will not include interest relating to that day.
- 5.7 We may at any time calculate interest in a manner more favourable to you than provided for in this clause but such action will not prevent us from exercising our rights under this clause in respect of subsequent days or transactions.

## 6. Repayments

- 6.1 You must pay the minimum monthly payment as shown on your Statement by the Payment Due Date.
- 6.2 The manner in which the amount of the minimum monthly payment will be calculated in each instance is set out in the Credit Offer. You may pay

more than the minimum monthly payment if you wish but you must not put the balance of your Card Account into credit.

- 6.3 If your Statement also refers to an amount "Due Immediately", you must pay that amount immediately on receipt of your Statement.
- 6.4 If a Deferred Payment Period applies in respect of a Transaction you are not required to make any repayments in respect of that Transaction until the expiry of the Deferred Payment Period that applies to that Transaction. You can, if you wish, repay some or all of this amount at any time you choose.
- 6.5 If an Interest Free Period, Initial Balance Transfer Period, Balance Transfer Period or Special Promotion Period applies or applied in respect of a Transaction, the minimum monthly payment amount stated in a Statement will include the amount of the minimum repayment due in respect of the outstanding balance of that Transaction (if any).
- 6.6 If the due date for the payment of any amount due and payable under the Card Contract falls due on a day which is not a Business Day or on the 29th, 30th, or 31st of a month that does not include such a day, the payment will be due on the next Business Day.
- 6.7 You may make repayments to us by any of the following means:
  - (a) by direct debit bank transfer (if you have completed a Direct Debit Request);
  - (b) by BPAY® through your participating financial institution;
  - (c) Post BillPay at Australia Post;
  - (d) by cheque; or
  - (e) by any other method that we advise you of from time to time.

We will process payments to your Card Account as soon as practicable. Certain repayment methods and late payments may attract a fee. Please refer to the Credit Offer for details.

**Note:** The value of payments made to your Card Account may not be credited to your Card Account, nor therefore treated as received by us, on the day of lodgement. The processing will take place as soon as practicable, but in some cases may take a number of days.

If a payment is subsequently dishonoured, we will debit the Card Account by the value of the dishonour, as at the date that the payment was credited, and a fee may be charged. We reserve the right not to credit the amount of a payment we receive from you (or for your Card Account) until we receive the full value of that payment (for example when a cheque is cleared).

Subject to clause 6.8 and any applicable law to the contrary, we may apply payments to any amounts debited to your Card Account in any order we think fit.

- 6.8 For any Card subject to any request made by you to apply a payment to a particular amount (and which we agree to do):
- (a) if more than one annual percentage rate applies to different parts of the Unpaid Balance of your Card Account, we will first apply payments to that part of the Unpaid Balance to which the highest annual interest rate applies, next to that part of the Unpaid Balance to which the next highest rate applies and so on; and
  - (b) if the same annual percentage rate applies to all parts of the Unpaid Balance of your Card Account, we will apply the payments to the Transactions in such order as we determine.

## 7. Fees and Charges

- 7.1 You must pay us the fees and charges that are or may become payable under the Card Contract and must do so when required by the Credit Offer or otherwise by the Card Contract or us. We will debit the fees and charges to your Card Account when they are payable and they will appear on the Statement.
- 7.2 If we incur or are liable for any government tax or other charge imposed by law in respect of the Card Contract or the operation of the Card Account, you must pay us an amount equal to the amount of the tax or charge we incur or are liable for. We may debit these to your Card Account and they will appear on your Statement.
- 7.3 You will be advised of any fees and charges payable in relation to the operation of the Card including, without limitation, for:
- (a) any Transactions;
  - (b) issuing the Card or any additional or replacement Cards;
  - (c) using the Card;
  - (d) issuing the PIN or any additional or replacement PIN;
  - (e) using the PIN;
  - (f) issuing Statements; or
  - (g) any other service provided in relation to the Card.

The fees and charges payable in respect of the Card are set out in the Credit Offer.

## 8. Statements

You will receive a Statement each month where there has been a Transaction made on your Card Account or where there is a balance in the period unless we are excused from doing so under the

National Credit Code. However, you will receive a Statement every six months regardless of a Transaction having been made. You are also entitled to ask for a Statement at any time.

You may choose to receive your Statement electronically or by mail. If you choose to receive your Statement by mail, you can also access an electronic version.

It is your responsibility to check your Statement carefully as soon as you receive it and immediately notify us of any errors or unauthorised transactions by contacting our customer service team.

So that you can check your Statement, you may wish to keep copies of all Transaction bills, receipts or slips.

## 9. Changes to your Card Contract and notification

- 9.1 Subject to clause 4.4, we may change your Card Contract at any time without your consent, including (but not limited to):
- (a) changing the Standard Annual Percentage Rate, Cash Advance Rate, Balance Transfer Rate and/or Special Promotion Rate;
  - (b) changing the amount, frequency, time for payment or method of calculating any minimum monthly payments;
  - (c) changing the amount, frequency, time for payment of any fee or charge;
  - (d) imposing a new fee or charge;
  - (e) reducing (but not increasing) the credit limit if reasonably necessary to protect our legitimate business interests;
  - (f) changing the method of calculating or debiting interest; and
  - (g) changing any Interest Free Period or Deferred Payment Period. We may do so for one or more of the following reasons:
    - (h) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general industry practice;
    - (i) to reflect any decision of a court, ombudsman or regulator;
    - (j) to reflect a change in our systems or procedures, including for security reasons;
    - (k) as a result of changed circumstances (including by adding benefits or new features);
    - (l) to respond proportionately to changes in the cost of providing credit (including by changing interest rates); or
    - (m) to make them clearer.
- 9.2 We will give you notice of any change to your Card Contract in accordance with the National Credit Code or any other code or law which may apply.

For example, we will give you:

- (a) notice of an increase in the Standard Annual Percentage Rate, Cash Advance Rate, Balance Transfer Rate or Special Promotion Rate by writing to you or by newspaper advertisement no later than the day on which the increase is to take effect;
  - (b) notice by writing to you at least 20 days before we:
    - (i) change the amount, frequency, the time for payment or method of calculation of any minimum monthly payments (which does not reduce your obligations or extend the time for payment); or
    - (ii) make any other change to the Card Contract which increases your obligations or reduces the time for any payment; or
  - (c) at least 20 days' notice in writing to you or by newspaper advertisement if we make any change in credit fees and charges which does not reduce your obligations or extend the time for payment;
  - (d) We will notify you in writing at least 20 Days (or such longer period required by law) before we:
    - (i) impose or increase any fees or charges relating to the issue, replacement or use of the Card or Security Code, or
    - (ii) increase your liability for losses relating to EFT Transactions; or
    - (iii) impose, remove or adjust daily or other periodic transaction limits applying to the use of the Card, PIN, your Card Account or Electronic Equipment; or
  - (e) written notice of a reduction in the credit limit as soon as practicable after we decide to reduce the credit limit (except where you are in default under the Card Contract or where you have previously been given notice to that effect).
- 9.3 If we give you notice of a change to your Card Contract by newspaper advertisement, or if we make any change to credit fees and charges or minimum monthly payments which reduces your obligations or extends the time for payment, we will provide you with particulars of any such change when your next Statement is sent after the changes takes effect.

If you do not wish your daily or other periodic transaction limit to be increased you should notify us.

We are not obliged to give you advance notice if an immediate change to the Conditions of Use is deemed necessary for the security of the EFT System or individual accounts.

## 10. We may adjust your Card Account balances

We may, subject to the National Credit Code, adjust the balance in your Card Account to take account of any processing error or because of the dishonouring of a repayment. We may also, subject to the National Credit Code, adjust the balance of your Card Account so as to accurately reflect the legal obligations between you and us. We can do that whether the adjustment favours you or us. We can apply any payment in any way we consider appropriate.

## 11. Commission

If we pay or receive commissions in respect of the Card Account, details of the commission amount payable (if ascertainable) are disclosed in the Credit Offer.

## 12. Things you must not do - default

You must not:

- (a) fail to pay us on time any money you have to pay us under this Card Contract;
- (b) allow the balance of your Card Account to exceed the credit limit;
- (c) pay any repayments with a cheque, direct debit or other instrument that is subsequently dishonoured;
- (d) fail to comply with any condition of the Card Contract; or
- (e) make any material false or misleading representation to us.

The occurrence of any of (a) - (e) above constitutes a default under the Card Contract.

## 13. Action on default

Where the default is capable of being remedied, we will give you a written notice requiring you to correct any default under this Card Contract.

If you don't do the things specified in the written notice within 30 days all monies you owe to us under the Card Contract, including any enforcement expense will become immediately due and payable to us. You will be deemed to have failed to remedy the default specified in the notice if, at the end of the time allowed by the notice, you have remedied that default but have committed another of the same type.

We need not give you notice if we are unable to locate you after making reasonable attempts to do so, if we are authorised by a court to begin enforcement proceedings, or if we reasonably

believe you fraudulently induced us to enter into this Card Contract. In that event, all monies you owe us will become immediately due and payable on demand.

The monies you owe to us will include the Unpaid Balance (including any amount to which a Deferred Payment Period applies) and, any accrued interest, any fees and charges or other amount due and owing but not debited to the Card Account and any enforcement expenses. In addition, we may cancel your Card and exercise our other rights under this Card Contract and any right available to us under law.

## 14. Enforcement expenses

Enforcement expenses may become payable under this Card Contract in the event of your default. We may debit these expenses to your Card Account. We will give you notice before we do so. They will become immediately due for payment once debited. Enforcement expenses may include reasonable solicitors' legal costs and the reasonable expenses of our staff and our facilities reasonably incurred in relation to any enforcement. Interest charges will apply to debited enforcement expenses until they are paid in full.

To the extent that the following are not enforcement expenses regulated by the National Credit Code, we may also charge you the following fees.

If, as a result of you defaulting under this Card Contract, we engage a solicitor or mercantile agent (or similar to engage in collection activities or to otherwise act for us and we incur a cost in respect of such activities in circumstances where the cost does not comprise an enforcement expense, then we will debit your Card Account as follows:

- (a) if the cost relates to collection activities, we will debit your Card Account with an amount equal to the collection costs - but only up to an amount not exceeding 35% of the Unpaid Balance; and/or
- (b) if the cost relates to other activities, we will debit your Card Account with an amount equal to the costs incurred in respect of those other activities.

Any such amount debited will become immediately due for payment once debited. Interest charges will apply to any such amount until it is paid in full.

## 15. Loss or damage if you breach your contract

Subject to these Conditions of Use and in addition to any rights we have to recover the outstanding balance of your Card Account, you agree to pay us for any loss, damage or costs we might have if:

- (a) you breach any law or regulation that applies to your Card Account or Transactions;
- (b) you do not use your Card correctly; or
- (c) you breach your Card Contract.

## 16. Change of circumstances and address

- 16.1 You must contact our customer service team immediately to inform us of a change in your particulars, including when:
  - (a) your contact details change (including mailing, residential and/or email address, or mobile phone number).
  - (b) you have changed your name;
  - (c) you have been declared bankrupt;
  - (d) you would like to appoint a person to act on your behalf under a power of attorney; or
  - (e) your Payment Instructions change (for example, you wish to amend your current Nominated Account details). We may require written proof for changes in your personal details.
- 16.2 We will not be responsible for any errors or losses associated with a change in your particulars if we do not receive notice or adequate notice of the change.
- 16.3 You must also tell us if you think there is any information that we should be aware of about your ability to comply with this Card Contract.

## 17. Notices

- 17.1 To the extent permitted by law, any notice or document given by us under this Card Contract or required by law or industry code or guideline may be given in writing, can be signed by any of our officers, and can be delivered personally, by pre-paid mail to the address you have nominated for delivery of notices and documents, or by email to your nominated email address, or if no such address has been nominated by you, your address as last known to us. Any such notice or document shall be deemed to have been received by you when it would have been delivered in the ordinary course of post or, if delivered by email, at the time it becomes capable of being retrieved by you at your email address.
- 17.2 If you receive such documents electronically, you acknowledge that you will not also receive paper copies of them, you should check your electronic



communications regularly for notices and your consent to receive the documents electronically can be withdrawn by you at any time by contacting us.

## 18. Joint and several liability

If you are two or more persons, your obligations as debtors are both joint and several. Either borrower can operate the Card Account without the agreement of the other.

If we become aware of a dispute we may change the way the Card Account can be accessed and may require all of you to agree before a Transaction can be carried out.

## 19. Date of Card Contract

This Card Contract takes effect on the date that you accept our offer of a Card Contract in accordance with clause 1.

## 20. Assignment

- 20.1 This Card Contract cannot be assigned by you without our prior written consent.
- 20.2 We may deal with, assign or transfer to any person or company any of our rights and interests under this Card Contract. This will not affect your rights or obligations under the Card Contract.
- 20.3 You consent to us disclosing on a continuous basis any information or documents relating to you we consider necessary to assign such rights, manage the assigned Card Contract and assess your total liabilities to us and any related entity.

## 21. Reading Down and Severance

- 21.1 If apart from the operation of this clause 21, the application of a mandatory law or code applicable to this Card Contract would apply to a particular provision so that it would make that provision void, unenforceable or in breach of the applicable law or code, then the relevant provision will be:
  - (a) read down; and
  - (b) construed as if it were varied so we are not required or permitted to apply or rely on that provision in a manner or to an extent that is inconsistent with that law or code.
- 21.2 Clause 21.1 prevails over any other provision in this Card Contract.
- 21.3 If, despite this clause 21 any provision is void, unenforceable or remains in breach of a law or code referred to in clause 21.1, then that provision will be treated as ineffective and severed to the extent

only that the provision is void, unenforceable or in breach but without invalidating the other parts of this Card Contract.

## 22. Warranties

You agree that all statements made and documents provided in connection with the application to us for the Card Account and all representations which you have made or may make to us whilst the Card Account is open are true and correct. You acknowledge that we have relied upon the correctness of those statements, documents or representations in entering into the Card Contract and will continue to do so in our dealings with you.

## 23. Exclusions of warranties and representations

- 23.1 Neither we nor the Card Issuer warrant that Merchants displaying VISA signs or promotional material will accept the Card in payment for goods and services. You should always enquire beforehand before selecting goods or services.
- 23.2 Neither we nor the Card Issuer accept any responsibility should a Merchant, bank or other institution displaying VISA signs or promotional material, refuse to accept or honour the Card. Neither we nor the Card Issuer warrant that EFT Terminals displaying VISA signs or promotional material will accept the Card.
- 23.3 Neither we nor the Card Issuer shall be held responsible for any defects in the goods and services acquired by you through any transaction, subject to requirements of any law. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or Merchant of those goods and services. However, if you dispute a transaction made using your Card, in certain circumstances the Card Issuer may seek a reversal of the transaction on your behalf (for example, where you did not receive the goods or services paid for). This involves the "charge back" or debiting of the transaction from the Merchant's account with its financial institution.
- 23.4 You are also bound by the operating rules of any Network you transact on.

## 24. Our rights

If we decide not to exercise a right, remedy or power, this does not mean it cannot be exercised later. In addition, we are not liable for any loss caused by exercising or attempting to exercise a right, remedy or power or by not exercising it.

## 25. Credit balance

Your Card Account cannot have a credit balance. However, if you overpay an amount due to us resulting in your Card Account having a credit balance, we will not pay interest on that credit balance and will return that credit balance to you promptly.

## 26. Closing the Card Account

- 26.1 You may close the Card Account by:
- giving us notice in writing;
  - returning all Cards (cut in half) or satisfying us that all Cards have been destroyed; and
  - paying any outstanding amount in full, including for transactions, interest charges and fees and charges not yet showing on your Card Account.
- 26.2 We may close your Card Account if it has a credit balance by giving you reasonable notice and paying you the amount of the credit balance.
- 26.3 We may close the Card Account and/or choose not to reissue a Card to you after the expiry date of your Card, if the Unpaid Balance is nil and there has not been a Transaction for a period of 3 months or more
- 26.4 If we consider that there has been a suspected fraudulent use or non-compliance with these Conditions of Use, a security issue has arisen which requires further investigation, due to a financial hardship request or any other event that requires us to protect our business interests, we may decide at any time, without prior notice and whether or not you are in default, to:
- not provide you with further credit; and
  - cancel any Cards.
- If we do so, we will give you written notice as soon as practicable after we make that decision (except where you are in default under the Card Contract or where you have previously been given notice to that effect).
- 26.5 If we decide not to provide you with any further credit (and whether or not we have cancelled your Card):
- no further credit will be provided under the Card Contract but your obligations under this Card Contract will continue until you pay us the total amount you owe us (including interest charges, fees and charges and other amounts that you become liable to pay under the Card Contract and which are not yet debited to the Card Account);
  - you must pay the minimum monthly payments due each month and Statements will continue to be issued until the outstanding balance on your Card Account has been reduced to nil; and

- you must ensure that the use of all Cards ceases immediately upon notice of that event and must return to us all Cards (cut in half), or satisfy us that all Cards have been destroyed.

- 26.6 If we cancel a Card you may request a replacement Card. However, we will not provide you with a replacement Card if we have decided not to provide you with further credit.

## 27. Evidence

You agree that any record of a Transaction provided to us by a Retail Partner is admissible evidence of the Transaction and of the amount shown and that, unless the contrary is established, it is conclusive evidence.

Further, you also agree that any statement (including, but not limited to, a statement of account or a default notice) that has been given to you by us or a person acting on our behalf, is admissible evidence of that fact or matter in the statement and that, unless contrary evidence is established, it is conclusive evidence.

## 28. Privacy and confidentiality

- 28.1 We and the Card Issuer may collect personal information about you for the purposes of providing products and services to you.
- 28.2 We and the Card Issuer may disclose that personal information to others including our business affiliates both in Australia and overseas in order to execute any instructions, where it is reasonably considered necessary for the provision of the Card or the administration of your Card Account, or if it is required by law.
- 28.3 You represent that, in supplying us with personal information about other Card holders, you have authority to do so and will inform them of the contents of this clause.
- 28.4 You may have access to the personal information we or the Card Issuer hold about you at any time by contacting us on 13 ONCE (13 6623).
- 28.5 Inbound and outbound calls are recorded for quality assurance, staff training and dispute resolution purposes.
- If you do not want your call recorded, please advise the operator prior to commencing the conversation.
- 28.6 Your personal information will be dealt with by us and the Card Issuer in compliance with the *Privacy Act 1988* (Cth) and, relevantly, our Privacy Policy and Statement of Notifiable Matters which can be found at [www.onceonline.com.au/Privacy-Policy](http://www.onceonline.com.au/Privacy-Policy).

aspx and the Card Issuer's privacy policy which can be found at <https://www.cuscal.com.au/privacy-policy>

- 28.7 You expressly agree and authorise that:
- (a) We and the Card Issuer may, from time to time, exchange personal information as is necessary and relevant to the management of your Card and the efficient operation of the Card Account; and
  - (b) The Card Issuer may seek personal information and other information related to your Card Account directly from us.

### 29. Interception and recording of communications

You agree and acknowledge that we can intercept, record, read or view by any means any communication you may have with or make to us by any means.

Communications include telephone calls, emails and any other form of electronic or wireless communication.

### 30. Malfunction

- 30.1 You will not be responsible for any loss you suffer because an EFT Terminal accepted an instruction but failed to complete the transaction.
- 30.2 If an EFT Terminal malfunctions and you should have been aware that the EFT Terminal was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your Card Account and refunding to you any charges or fees imposed on you as a result.

### 31. Applicable law

Your Contract is subject to the laws of the State or Territory in which you are ordinarily a resident when you accept our offer.

### 32. No set-off or counterclaim

You agree to make all payments you owe us under the Contract in full, without any set-off or counterclaim. This means that you cannot deduct anything that you claim we owe you, or could in the future owe you.

### 33. Appointment of Signatories and others

- 33.1 You can appoint a Signatory to act on your behalf and access your Card Account.
- 33.2 We may require the Signatory to sign our prescribed forms before they can access your Card Account.
- 33.3 We will require satisfactory documentary evidence of the Signatory's appointment before we can allow the Signatory to access your Card Account.
- 33.4 We can refuse to accept instructions from any Signatory.
- 33.5 You can appoint some other person to obtain information about your Card Account.

We may require that other person to sign our prescribed forms before we will provide any information to them. We will require satisfactory documentary evidence of that other person's appointment by you before we will provide any information to them.

We can refuse to provide information to that other person.

### 34. Anti-Money Laundering and Counter-Terrorism Financing

- 34.1 You acknowledge that:
  - (a) we are subject to various Anti-Money Laundering and Counter-Terrorism Financing Laws (AML/CTF Laws) which include prohibitions against any person dealing with the proceeds of, or assets used in, criminal activity (wherever committed) and from dealing with any funds or assets of, or the provision of finance to, any person or entity involved (or suspected of involvement) in terrorism or any terrorist act; and
  - (b) the AML/CTF Laws may prohibit us from offering services to, or entering into, or conducting Transactions with you.
- 34.2 You agree:
  - (a) that we are not required to accept or execute any instruction, or take any other action under, or in connection with, the Contract if we are not satisfied as to your identity, or where we suspect on reasonable grounds that by doing so we may breach the AML/CTF Laws;
  - (b) that we may delay, block or refuse to make any payment, or refuse to release any monies on your instructions, if we believe on reasonable grounds that to do so may breach any law in Australia or of any other country, including the AML/CTF Laws; and

- (c) that we will incur no liability to you for any loss you suffer (including consequential loss) however caused by reason of any action taken or not taken by us as contemplated in paragraph (b)(i) and (ii).
- 34.3 You agree to provide all information and documents to us which we reasonably require to comply with any law in Australia or of any other country, including any AML/CTF Laws and agree that we may disclose information which you provide to us, or about Transactions you conduct, or seek to conduct, with us where we are required to do so by any such laws. You undertake that the payment of monies by us in accordance with this Card Contract or any instructions given by you will not breach the AML/CTF Laws and you agree to indemnify us against any loss arising were you to breach this undertaking.

### 35. Password access to your Card Account

- 35.1 You must keep your Password secret and secure.
- 35.2 This is because your Password permits the holder of the Password to access our website and, therefore, information about your Card Account and to give instructions in respect of your Card Account. Please ensure you do not record or save your Password on your computer or on any emails. If you have lost, forgotten or misplaced your Password or believe someone knows it, please call our customer service team immediately in order for us to cancel your Password and to re-set your Password.
- 35.3 Your Password should also:
  - (a) be changed regularly via the website or our customer service team, be easy to memorise but difficult to guess and not have any connection with you (such as birthday, telephone number, car registration nor postcode);
  - (b) not be disclosed to anyone else, not even family members or friends; and
  - (c) not be stored in your computer programmable function keys.
- 35.4 You should also ensure that:
  - (a) your computer is free from viruses and any form of password recording program or mechanism;
  - (b) your computer is not left unattended while logged onto our website; and
  - (c) you shut down all browser windows used to gain access to our website and that the "back" function or similar function cannot be used to trace your activities.

### 36. Liability for Unauthorised Transactions on your Card Account other than EFT Transactions

- 36.1 Except for EFT Transactions which are covered by Attachment 1 you are liable to us in respect of an Unauthorised Transaction when:
  - (a) you have failed to advise us of any suspected unauthorised use of your Card Account; or
  - (b) you have provided information regarding your Password to someone whether knowingly or not.
- 36.2 You are not liable to us in respect of an Unauthorised Transaction when:
  - (a) the Unauthorised Transaction occurred after you had advised us of suspected unauthorised use of your Card Account; or
  - (b) a Transaction is incorrectly credited or debited to your Card Account by us.

If you are concerned about any suspect activity on your Card Account, please contact our customer service team.

## ATTACHMENT 1

### Visa Debit Card Access and Card Transactions

Customer Service  
13 ONCE (13 6623)

### Where to report lost or stolen Visa Debit Cards or breaches of Card PIN security

#### Within Australia:

Call Once on 13 6623 and follow the prompts.

#### If unavailable call:

VISA CARD HOTLINE  
Australia wide toll free:  
1800 648 027  
or From outside Australia:  
+ 61 2 8299 9101

### 1. Issue of Card and Security Code

We may authorise CUSCAL to issue you (and any Additional Cardholder or Signatory that you have nominated) with a Card, and a separate Security Code and PIN for use on the Card Account.

CUSCAL and we warrant that both parties will comply with the requirements of the ePayments Code, where those requirements are relevant to your dealings with us.

### 2. Cards and activation

Unless we agree otherwise, if your Card Account is held jointly (i.e. in two names), we will issue a Card to each of you and, at our discretion, any Additional Cardholder you have nominated. We will otherwise not issue a Card to a Third Party.

### 3. Additional Cardholders or Signatories and Replacement Cards

- (a) You may at any time apply for an Additional Card to be used in the operation of this credit facility.
- (b) We may at our discretion allow an additional person nominated by you to operate separately on your Card Account. We may (at our discretion) seek confirmation from you before processing certain requests.
- (c) We may at our discretion issue the nominated person an Additional Card to operate on the Card Account and a separate Security Code for use on the Card Account.
- (d) An Additional Card including a reissued, renewed or replacement Card is subject to the Conditions of Use and the existing credit limit on your Card Account.

- (e) Subject to these Conditions of Use you are responsible for all amounts arising from, or losses incurred by us in connection with Transactions being effected on your Card Account by an Additional Cardholder or Signatory (including any use in breach of the Conditions of Use).

### 4. Signing the Card

You agree to sign your Card immediately upon receiving it and before using it as a means of preventing fraudulent or Unauthorised use of your Card.

### 5. Use of Card Account, Card or Identifier

- (a) A Card or Identifier must not be used:
  - (i) by any person other than the Cardholder whose name and signature appears on the Card Account;
  - (ii) during or after the Card Account or Card's expiry, suspension or cancellation;
  - (iii) to effect Transactions with a merchant (other than a publicly listed company) in which the Cardholders have an ownership interest (which is determinable at our discretion);
  - (iv) for the purpose of conducting business transactions or unlawful activities (which is determinable at our discretion).
- (b) You may be entitled to make drawings from your Card Account by:
  - (i) use of a Disbursement Authority provided by us;
  - (ii) requesting us to transfer or otherwise advance funds in an agreed manner to any party nominated by you.

### 6. Property of Card

- (a) The Card shall remain CUSCAL's property and may not be in any way defaced or altered.
- (b) The Card shall promptly be cut diagonally in half and returned to us by the Cardholder in the following circumstances:
  - (i) upon cancellation of the Card Account, the Card or the right to use the Card; or
  - (ii) where a Card has been previously reported lost or stolen, upon it subsequently being found. In these circumstances we or an agent of ours may call on a Cardholder to obtain possession of a Card.
- (c) You must ensure that any Additional Cardholder or Signatory complies with this clause and you acknowledge that until the card is returned to us, you shall (subject to clause 16 of this Attachment 1) remain liable for all Transactions until the card is returned.



## 7. Securing the Card, Identifier and Security Code

- (a) Use of an approved Security Code may entitle you to obtain such financial details in relation to your Card Account and effect such Transactions as determined by us.
- (b) The Security Code may be chosen by you within such parameters that are determined by us.
- (c) The security of the Card and Security Code is very important. If any Cardholder fails to observe these security requirements you may incur increased liability for any Unauthorised use (see clause 16 of this Attachment 1).

The Cardholder should follow the guidelines outlined below to protect against Unauthorised use of the Card and PIN. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from Unauthorised Card Transactions. Liability for such Transactions will be determined in accordance with clause 16, Attachment 1 and the ePayments Code:

- (i) sign the signature panel on the reverse side of the Card with a ballpoint pen immediately upon receiving it;
- (ii) not tell anyone (including family or friends) their Security Code;
- (iii) not let anyone else use their Card, Security Code, or Identifier;
- (iv) use care to prevent anyone else seeing their Security Code being entered into Electronic Equipment or overhearing their Security Code;
- (v) take reasonable steps to protect their Card or Security Code from loss or theft; and
- (vi) immediately destroy any expired Card by cutting it diagonally in half.
- (d) It is recommended that each Cardholder memorise their Security Code and then destroy any record of it. The Cardholder must not:
  - (i) choose a Security Code which is clearly related to them (such as birth date, post code, phone number or car registration number) or which represents a recognisable part of their name;
  - (ii) choose a Security Code which has an easily retrieved combination (such as repeated or consecutive numbers or letters e.g. 1111, 1234, BBBB or BCDE);
  - (iii) write or in any way indicate their Security Code on their Card even if disguised; or

- (iv) keep a record of their Security Code (without making a reasonable attempt to disguise the Security Code) on any item normally carried with or stored with their Card or Identifier, or liable to loss or theft at the same time with the Card or Identifier.
- (e) The following are examples of what is NOT a reasonable attempt to disguise a Security Code:
  - (i) record the Security Code as a telephone number where no other numbers are recorded;
  - (ii) record the Security Code amongst other numbers or letters with any of them marked to indicate the Security Code;
  - (iii) record the Security Code in reverse order;
  - (iv) record the Security Code as a telephone number or name with the Security Code in its correct sequence;
  - (v) record the Security Code disguised as a date or an amount;
  - (vi) record the Security Code on a computer or electronic device where it can be easily retrieved; (vii) record the Security Code in an easily understood form.

The above are only examples of what you should not do. There are other ways that you should not use to disguise the Security Code so as to make it obvious to another person.

- (f) Cardholders should not carry their Security Code with their Card or Identifier or record it elsewhere even if they have disguised it.

## 8. How to report loss, theft or Unauthorised use of the Card or PIN

- (a) If you, any Additional Cardholder or Signatory believe a Card has been misused, lost or stolen or the PIN has become known to someone else, you, any Additional Cardholder or Signatory must immediately contact the VISA Card Hotline at any time on its emergency number detailed in the box below.
- (b) The VISA Card Hotline will acknowledge the notification by giving a reference number. You, the Additional Cardholder or Signatory must retain this number as evidence of the date and time of contacting the VISA Card Hotline.
- (c) Once you, an Additional Cardholder or Signatory have contacted the VISA Card Hotline, you should confirm the loss or theft with us as soon as possible.
- (d) The VISA Card Hotline is available 24 hours a day, 7 days a week.

- (e) If the VISA Card Hotline is not operating at the time notification is attempted, the loss, theft or Unauthorised use must be reported to us as soon as possible during business hours. You will not be liable for any losses arising because the VISA Card Hotline is not operating at the time of attempted notification, provided that the loss, theft or Unauthorised use is reported to us as soon as possible during business hours.
- (f) If the loss, theft or misuse, occurs OUTSIDE AUSTRALIA you, the Additional Cardholder or Signatory must notify an organisation displaying the VISA sign and also then confirm the loss, theft or misuse of the Card:
  - (i) with us by telephone or priority paid mail as soon as possible; or
  - (ii) by telephoning the VISA Card Hotline number for the country you are in, which you must obtain from us prior to your departure in accordance with clause 9(e).

**VISA CARD HOTLINE Australia wide toll free**  
1800 648 027

Sydney Metropolitan Area  
+61 2 8299 9101

## 9. Using the Card in a foreign currency

- (a) The use of the 55 Day Card and the Agile Card in a foreign currency must comply with any exchange control requirements.
- (b) All Transactions made in a foreign currency on the Card will be converted into Australian currency by VISA Worldwide, and calculated at a wholesale market rate selected by VISA from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the "Central Processing Date" (that is, the date on which VISA Worldwide processes the transaction).
- (c) All Transactions made in a foreign currency on the Card are subject to an International Transaction Fee payable to the Card Issuer (being the principal member of Visa Worldwide). Please refer to the Credit Offer for the current International Transaction Fee. We will retain 1% of the value of the Transaction. The amount of this International Transaction Fee is subject to change from time to time and we will advise you in advance of any such change.
- (d) Some overseas Merchants and EFT Terminals charge a surcharge for making a Card Transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.

- (e) Before travelling overseas, you or the Additional Cardholder should call us to obtain the Visa Card Hotline number for your country of destination. You should use the Visa Card Hotline if any of the circumstances described in clause 17 of Attachment 1 apply.
- (f) A Cardholder must comply with all applicable exchange control and tax laws governing the use of the Card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

## 10. Withdrawal and Transaction limits

- (a) You agree that the Card will not be used to exceed the unused portion of your credit limit under this Card Contract.
- (b) If clause 10(a) of this Attachment 1 is breached, we may:
  - (i) dishonour any payment instruction given; and
  - (ii) charge you a fee as advised to you from time to time.
- (c) If reasonably necessary to protect our legitimate business interests, we may impose either a permanent or temporary maximum limit on the total amount of cash or value you can obtain with a Card.
- (d) You agree that we have no obligation to inform you of our intention to impose a temporary maximum Transaction limit (for instance because the Transactions appear to be suspicious or fraudulent).
- (e) Where we impose a permanent maximum limit on the total amount of cash or value you can obtain with the Card we will inform you of that limit. The limit may operate for a period such as a daily Transaction limit.
- (f) You acknowledge that Third Party organisations and merchants may impose restrictions, conditions or limits on the amount of funds that may be withdrawn, paid or transferred.

## 11. Authorisations

You acknowledge and agree that:

- (a) we or the Card Issuer can deny authorisation for any Card Transaction for any valid reason, including if reasonably necessary to protect our legitimate business interests; and
- (b) neither we nor the Card Issuer will be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such refusal.

## 12. Transaction slips and receipts

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

## 13. Renewal of the Card

- (a) Unless you are in breach of this Card Contract or, having regard to the security of the EFT System or individual accounts, we or the Card Issuer decide otherwise, you will, subject to (b) and (c) below, be automatically provided with a replacement Card before the expiry date of the current Card.
- (b) A Card may not be issued upon expiry, at our discretion, if the Unpaid Balance is nil and there has not been a Transaction for a period of 3 months or more.
- (c) If you do not wish to receive a replacement Card you must notify us before the expiry date of your Card. You must give us reasonable time beforehand to arrange cancellation of the issue of a replacement Card.
- (d) The use of a replacement Card will be subject to this Card Contract.

## 14. Cancellation and return of the Card

- (a) The Card always remains the property of CUSCAL.
- (b) We can immediately cancel the Card and demand its return at any time for security reasons or if you breach these Conditions of Use or the terms and conditions of your Card Accounts, including capture of the Card at any EFT Terminal.
- (c) We may, at any time, cancel the Card without notice for any reason including a suspected fraudulent use, non-compliance with these Conditions of Use or a security issue has arisen which requires further investigation, financial hardship or any other event that requires us to protect our business interests. The notice does not have to specify the reasons for the cancellation.
- (d) You may cancel your Card or any Card issued to an Additional Cardholder at any time by giving us written notice.
- (e) If you or we cancel the Card issued to you, any card issued to an Additional Cardholder will also be cancelled.
- (f) You will be liable for any Transactions you or an Additional Cardholder make using the Card before the Card is cancelled but which are not posted until after cancellation of the Card.

- (g) You must return your Card and any Card issued to an Additional Cardholder to us when you or we cancel your Card, any Card issued to an Additional Cardholder, or both.

## 15. Use after cancellation or expiry of the Card

You must not use the Card or allow an Additional Cardholder to use the Card:

- (a) before the valid date or after the expiration date shown on the face of the Card; or
- (b) after the Card has been cancelled.

## 16. Your liability in case the Card is lost or stolen or in case of Unauthorised use or Unauthorised Card Transactions

You are liable for all losses caused by Unauthorised Card Transactions unless any of the circumstances specified in paragraph (b) below apply.

- (a) You are not liable for losses:
  - (i) where it is clear that you or the Additional Cardholder have not contributed to the loss;
  - (ii) that are caused by the fraudulent or negligent conduct of employees or agents of:
    - us or the Card Issuer;
    - any organisation involved in the provision of the EFT System; or
    - any Merchant.
  - (iii) that are caused by the same Transaction being incorrectly debited more than once to the same account; (iv) that relate to any components of an access method that are forged, faulty, expired or cancelled;
  - (iv) that arise from a Transaction which required the use of any device or code forming part of the access method that occurred before you received any device or code or reissued device or code;
  - (v) from Unauthorised Transactions that occurred after you notified us that your Card, PIN, or any other access method or Code we gave you has been lost, stolen or misused or that the security of the access method has been breached;
  - (vi) that would exceed the amount of your liability to us had we or the Card Issuer exercised our/its rights (if any) under the rules of the EFT network against other parties to those rules and regulations; or
  - (vii) resulting from Unauthorised use of the Card or PIN:
    - in relation to a Card Transaction which does not require a PIN authorisation, before receipt of the Card;

- in relation to a Card Transaction which requires PIN authorisation, before receipt of the PIN; or
  - in either case, after notification to us in accordance with this clause that the Card is being used without authority, that it has been lost or stolen, or that PIN security has been breached.
- (b) You will be liable for any loss of funds arising from any Unauthorised Card Transaction using the Card or PIN if the loss occurs before notification to the Visa Card Hotline that the Card has been misused, lost or stolen or the PIN has become known to someone else and if it is proved, on the balance of probabilities, that you or an Additional Cardholder contributed to the loss through:
- (i) fraud, failure to look after and keep the PIN secure in accordance with clause 7 of this Attachment 1, or extreme carelessness in failing to protect the security of the PIN; or
  - (ii) unreasonably delaying in notifying the Visa Card Hotline of the misuse, loss or theft of the Card or of the PIN becoming known to someone else and the loss occurs between the time you or an Additional Cardholder did, or reasonably should have, become aware of these matters and the time of notification to the Visa Card Hotline.
- However, you will not be liable for:
- (iii) the portion of the loss that exceeds any applicable daily or periodic Transaction limits on your Card Account(s);
  - (iv) the portion of the loss on the Card Account which exceeds the credit limit of the Card Account; or
  - (v) any losses incurred on any account which you had not agreed with us could be accessed using the Card and PIN.
- (c) Where a PIN was required to perform the Unauthorised EFT Transaction and clause 16(c) of this Attachment 1 does not apply, your liability for any loss of funds arising from an Unauthorised Card Transaction using the Card, if the loss occurs before notification to the Visa Card Hotline that the Card has been misused, lost or stolen or the PIN has become known to someone else, is the lesser of:
- (i) \$150;
  - (ii) the actual loss at the time of notification to the Visa Card Hotline notified on the back of the Card of the misuse, loss or theft of the Card, or of the PIN becoming known to someone else (except that portion of the loss that exceeds any daily or periodic Transaction limits applicable to the use of your Card or your Card Account); or
  - (iii) the credit limit of your Card Account, including any pre-arranged credit.
- (d) If, in cases not involving Card Transactions, the Card or PIN are used without authority, you are liable for that use before notification to the Visa Card Hotline of the Unauthorised use, up to your current daily withdrawal limit or other periodic Transaction limit.
- (e) Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the ePayments Code, where that code applies.

## 17. Steps you must take to resolve errors or disputed Card Transactions

- (a) If you believe a Card Transaction is wrong or Unauthorised or any Statement provided to you contains any instances of Unauthorised use or errors, you must notify us immediately. You must provide us with the following information:
- (i) your name, Card Account Number and Visa Debit Card number (if any);
  - (ii) the error or the Transaction you are unsure about;
  - (iii) a copy of the Statement in which the Unauthorised Transaction or error first appeared;
  - (iv) an explanation, as clearly as you can, as to why you believe it is an Unauthorised Transaction or error; and
  - (v) the dollar amount of the suspected error.

If your complaint concerns the authorisation of a Transaction, we may ask you to provide further information.

- (b) Our investigation:

We will investigate your complaint, and if we are unable to settle your complaint immediately to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 days of receipt from you of the details of your complaint, we will:

- (i) complete the investigation and advise you in writing of the results of our investigation; or
- (ii) advise you in writing that we require further time to complete our investigation.

We will complete the investigation within 45 days of receiving your complaint, unless there are exceptional circumstances.

If we are unable to resolve your complaint within 45 days, we will advise you of the reasons for the delay and provide you with monthly updates on the progress of the

investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.

- (c) If we find that an error was made, we will make the appropriate adjustments to your Card Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- (d) When we advise you of the outcome of the investigations, we will notify you in writing of the reasons for our decision by reference to these Card Account Conditions of Use and the ePayments Code and advise you of any adjustments we have made to your Card Account. If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact our appointed dispute resolution centre, which is the Credit and Investments Ombudsman Limited (CIO). CIO's contact details are:

Credit and Investments Ombudsman Limited  
 PO Box A252  
 South Sydney NSW 1235  
 Toll Free Call: 1800 138 422  
 Website: www.cio.org.au

- (e) If we decide that you are liable for all or any part of a loss arising out of Unauthorised use of the Card or PIN, we will:
  - (i) give you copies of any documents or other evidence relied upon; and
  - (ii) advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant Transaction.

If we fail to carry out these procedures or cause unreasonable delay in resolving your complaint, we may be liable for part or all of the amount of the disputed Transaction where that failure or delay has prejudiced the outcome of the investigation.

## ATTACHMENT 2

### BPAY® Facility Terms and Conditions

**IMPORTANT:** These BPAY Facility Terms and Conditions will govern your access to BPAY to make BPAY Payments and are in addition to the other terms and conditions in these Conditions of Use. It is therefore important that you read these terms and conditions carefully before you use BPAY.

You may access our BPAY Facility through our website at [www.onceonline.com.au](http://www.onceonline.com.au) by using your Password. You may also access our BPAY Facility through other Access Methods (as defined in this Attachment 2) authorised by us.

If you access BPAY then you will be taken to have read, understood and accepted these terms and conditions. Upon such use, these terms and conditions apply to every BPAY Payment on Your Account and you will be legally bound by them.

### 1. Definitions

In this Schedule the following terms have the following meanings:

**Access Method** means a method authorised by us for your use and accepted by us as authority to make a BPAY Payment and to access Your Account and includes, but is not limited to, any combination of a Card, an Account number, Card number, expiry date, PIN and Password, but does not include a method which requires your manual signature.

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

**BPAY Facility Terms and Conditions** means the terms and conditions set out in this Attachment 2.

**BPAY Pty Ltd** means BPAY Pty Limited  
 ABN 69 079 137 518.

**CUSCAL** means Cuscal Limited  
 ABN 95 087 822 455.

**Cut Off Time** means the time, as we advise you from time to time, by which your payment instructions must be received by us in order for these instructions to be processed that day by BPAY.

**PIN** means a personal identification number (PIN).

**Your Account** means an account which we agree you may access for the purpose of effecting BPAY Payments. In addition, references to: "we", "us" or "our" are references to us, FlexiCards Australia Pty Limited, through which you have elected to gain access to BPAY; and "you" or "your" are references to you, the account holder in respect of Your Account from which you instruct us to make BPAY Payments.



Other definitions that apply to these terms and conditions are found in the Definitions clause of the Conditions of Use.

## 2. Security Breaches

- (a) We will attempt to make sure that your BPAY Payments are processed promptly by participants in BPAY, and you must tell us promptly if:
  - you become aware of any delays or mistakes in processing your BPAY Payment;
  - you did not authorise a BPAY Payment that has been made from Your Account; or
  - you think that you have been fraudulently induced to make a BPAY Payment.
- (b) If you think that the security of your Access Method has been compromised you should notify us immediately by calling our customer service team on: 13 ONCE (13 6623) or from overseas on + 612 9978 7590.
- (c) If you believe an unauthorised BPAY Payment has been made and your Access Method uses a secret code such as a PIN or Password, you should change that code. If the security of an Access Method such as a Card has been compromised, you should contact us to cancel the Card.
- (d) We will acknowledge your notification by giving you a reference number that verifies the date and time you contacted us.

## 3. Using BPAY

- (a) We are a member of BPAY. We will tell you if we are no longer a member of BPAY.
- (b) BPAY can be used to pay bills bearing the BPAY logo. We will advise you if and when other transactions can be made using BPAY.
- (c) Unless you are advised otherwise, you may use BPAY only to make payments from Your Account.
- (d) When you tell us to make a BPAY Payment you must tell us the BPAY Biller's code number (found on the bill sent to you by the BPAY Biller), your customer reference number (for example, the account number with the BPAY Biller), the amount to be paid and Your Account from which the amount is to be paid.
- (e) You acknowledge that we are not required to effect a BPAY Payment if you do not give us all the information specified in clause 3(d) of this Attachment 2 or if any of the information you give us is inaccurate.
- (f) We will debit the value of each BPAY Payment and applicable fees (if any) to Your Account from which the relevant BPAY Payment is made.

- (g) If you instruct us to make any BPAY Payment, but close Your Account to be debited before the BPAY Payment is processed, you will remain liable for any dishonour fees incurred in respect of that BPAY Payment.
- (h) You acknowledge that third party organisations (such as BPAY Billers or other financial institutions) may impose additional restrictions on your access to and use of BPAY.
  - (i) You acknowledge that the receipt by a BPAY 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 you and that BPAY Biller.

## 4. Processing of BPAY Payments

- (a) A BPAY Payment instruction is irrevocable. Except for future-dated payments (addressed in clause 5 of this Attachment 2) you cannot stop a BPAY Payment once you have instructed us to make it and we cannot reverse it.
- (b) We will treat your BPAY Payment instruction as valid if, when you give it to us, you use the correct Access Method.
- (c) You should notify us immediately if you think that you have made a mistake (except for a mistake as to the amount you meant to pay - for these errors see clause 4(g) of this Attachment 2) when making a BPAY Payment or if you did not authorise a BPAY Payment that has been made from Your Account.
- (d) A BPAY Payment is treated as received by the BPAY Biller to whom it is directed:
  - on the date you direct us to make it, if we receive your direction by the Cut Off Time on a Banking Business Day; and
  - otherwise, on the next Banking Business Day after you direct us to make it.

The BPAY Payment may take longer to be credited to a BPAY Biller if you tell us to make it on a Saturday, Sunday or a public holiday or if another participant in BPAY does not process a BPAY Payment as soon as they receive its details.
- (e) Notwithstanding this, a delay may occur processing a BPAY Payment if:
  - there is a public or bank holiday on the day after you instruct us to make the BPAY Payment;
  - you tell us to make a BPAY Payment on a day which is not a Banking Business Day or after the Cut Off Time on a Banking Business Day; or

- a BPAY Biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations.
- (f) If we are advised that your payment cannot be processed by a BPAY 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.
- (g) You must be careful to ensure you tell us the correct amount you wish to pay. If you make a BPAY Payment and later discover that:
  - the amount you paid was greater than the amount you needed to pay, you must contact the BPAY Biller to obtain a refund of the excess; or
  - the amount you paid was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount you actually paid and the amount you needed to pay.

## 5. Future-dated Payments

You may arrange BPAY Payments up to 365 days in advance of the time for payment. If you use this option you should be aware that:

- (a) You are responsible for maintaining, in Your Account to be drawn on, sufficient cleared funds to cover all future-dated BPAY Payments (and any other drawings) on the day(s) you have nominated for payment or, if Your Account is a credit facility, there must be sufficient available credit for that purpose.
- (b) If there are insufficient cleared funds or, as relevant, insufficient available credit, the BPAY Payment will not be made.
- (c) You are responsible for checking Your Account transaction details or the Statement of Your Account to ensure the future-dated payment is made correctly.
- (d) You should contact us if there are any problems with your future-dated payment.
- (e) You must contact us if you wish to cancel a future-dated payment after you have given the direction but before the date for payment. You cannot stop the BPAY Payment on or after that date.

## 6. BPAY Transaction Limits

We may limit the amount of BPAY Payments you may make on any one day. (b) We will advise you of all such transaction limits at our website.

## 7. Refusing BPAY Payment Directions

You acknowledge and agree that:

- (a) we may refuse for any reasonable reason, including to protect our legitimate business interests, to give effect to any direction you give us in respect of a payment to be made via BPAY; and
- (b) we are not liable to you or any other person for any loss or damage which you or that other person may suffer as a result of such refusal.

## 8. Access Method Security Guidelines

This clause will apply if your Access Method uses a secret code such as a PIN or Password. You must look after your Access Method at all times so as to minimise the risk of losing it or allowing it to be used without your authorisation.

- (a) You must not write a secret code down, or carry it or keep a record of it with any other part of your Access Method or on or with the one article unless you have taken reasonable steps to disguise the code or prevent unauthorised access to the record.
- (b) You must not select a secret code which represents your birth date or a recognisable part of your name. If you do use an obvious secret code such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the secret code before you notify us that the secret code has been misused or become known to someone else.
- (c) You must not tell or show the secret code to anyone else (including family and friends).
- (d) You must not act with extreme carelessness in failing to protect the security of the secret code. In addition, you must comply with the security guidelines which apply to your Access Method.

We recommend that you:

- use care to prevent anyone seeing the details you enter to access BPAY;
- change any secret code at regular intervals;
- never reveal any secret code to anyone;
- never write any secret code down; and
- immediately notify us of any change of address.

The guidelines contained above provide examples only of security measures and will not determine your liability for any losses resulting from unauthorised BPAY Payments. Liability for such payments will be determined in accordance with clause 9 of these BPAY Facility Terms and Conditions.

## 9. Your Liability For BPAY Payments

- (a) You are liable for all transactions carried out via BPAY by you or by anybody carrying out a transaction with your consent, regardless of when the transaction is processed to Your Account with us.
  - (b) If you are responsible for a mistaken BPAY Payment and we cannot recover the amount from the person who received it within 20 Banking Business Days of us attempting to do so, you will be liable for that payment.
  - (c) You are not liable for losses caused by unauthorised BPAY Payments:
    - where it is clear that you have not contributed to the loss;
    - that are caused by the fraudulent or negligent conduct of employees or agents of:
      - us;
      - any organisation involved in the provision of BPAY; or
      - any BPAY Biller;
    - relating to a forged, faulty, expired or cancelled Access Method; or
    - resulting from unauthorised use of the Access Method:
      - before you receive that Access Method; or
      - after you notify us in accordance with clause 2 of this Attachment 2 that your Access Method has been misused, lost or stolen or used without your authorisation; or
    - that are caused by the same BPAY Payment being incorrectly debited more than once to Your Account.
  - (d) You will be liable for any loss of funds arising from unauthorised BPAY Payments if the loss occurs before you notify us that your Access Method has been misused, lost or stolen or used without your authorisation and if we prove, on the balance of probabilities, that you contributed to the loss through:
    - your fraud or, if your Access Method includes a secret code or codes (such as a password or PIN), your failure to keep that code secure in accordance with clauses 8(a), 8(b), 8(c), and 8(d) of this Attachment 2 ; or
    - unreasonably delaying in notifying us of the misuse, loss, theft or unauthorised use of the Access Method and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us.
- However, you will not be liable for:
- the portion of the loss that exceeds any applicable daily or periodic transaction limits;
  - the portion of the loss on Your Account which exceeds the balance of Your Account, including any pre- arranged credit; or
  - all losses incurred on any account which you had not agreed with us could be accessed using the Access Method.
- (e) Where a secret code such as a PIN or password is required to perform the unauthorised BPAY Payment and clause 9(d) of this Attachment 2 does not apply, your liability for any loss of funds arising from an unauthorised BPAY Payment, if the loss occurs before you notify us that the Access Method has been misused, lost, stolen or used without your authorisation, is the lesser of:
    - \$150;
    - the balance of Your Account, including any prearranged credit; or
    - the actual loss at the time you notify us that your Access Method has been misused, lost, stolen or used without your authorisation (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Access Method or Your Account).
  - (f) You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you did not observe any of your obligations under these BPAY Terms and Conditions or acted negligently or fraudulently under the Contract.
  - (g) If you notify us that a BPAY Payment made from Your Account is unauthorised, you must provide us with a written consent addressed to the BPAY Biller who received that BPAY Payment allowing us to obtain information about Your Account with that BPAY Biller as is reasonably required to investigate the payment. If you do not give us that consent, the BPAY Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.

## 10. Reversals And Chargebacks

No chargebacks or reversals will be provided through the BPAY scheme where you have a dispute with the BPAY Biller about any goods or services you may have agreed to acquire from the BPAY Biller including where the merchant may have failed to deliver the goods and services to you.

## 11. Malfunction

You will not be responsible for any loss you suffer because BPAY accepted your instructions but failed to complete a BPAY Payment.

In the event that there is a breakdown or interruption to any BPAY system and you should have been aware that the BPAY system was unavailable for use or malfunctioning, we will only be responsible for correcting errors in Your Account and refunding any fees or charges imposed on you as a result.

## 12. Consequential Damage

- (a) This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.
- (b) We are not liable for any consequential loss or damage you suffer as a result of using BPAY, other than loss due to our negligence or in relation to any breach of a condition or warranty implied by the law of contracts for the supply of goods and services which may not be excluded, restricted or modified at all, or only to a limited extent.

## 13. Resolving Errors on Account Statements

- (a) All BPAY Payments and applicable fees will be recorded on the account statements of Your Accounts to which they are debited.
- (b) You should check all entries on the account statements of your Account carefully.
- (c) If you believe a BPAY Payment entered on your Statement is wrong or was not authorised by you, contact us immediately and give the following details:
  - your name, your Account number and card number (if any);
  - the date and amount of the BPAY Payment in question;
  - the date of account statement in which the payment in question first appeared;
  - a brief and clear explanation of why you believe the payment is unauthorised or an error.
- (d) If we are unable to settle your concern immediately and to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution of the complaint and may request further relevant details from you.
- (e) Within 21 days of receipt from you of the details of your complaint, we will:

- complete our investigation and advise you in writing of the results of our investigation; or
  - advise you in writing that we require further time to complete our investigation.
- (f) We will complete our investigation within 45 days of receiving your complaint unless there are exceptional circumstances. In such circumstances we will let you know of the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
  - (g) When we complete our investigation, we will write to you and advise you of the outcome of our investigation and the reasons for that outcome by reference to these BPAY Facility Terms and Conditions.
  - (h) If you are not satisfied with our decision, you may request that the decision be reviewed by our senior management. If you wish to take the matter further, you may, for instance, raise the matter with the Credit and Investments Ombudsman Limited (CIO). You can contact CIO on 1800 138 422. Alternatively, you may write to the CIO at PO Box A252, South Sydney, NSW, 1235 (fax 02 9273 8440) or visit [www.cio.org.au](http://www.cio.org.au).
  - (i) If we find that an error was made, we will make the appropriate adjustments to Your Account that is affected, including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
  - (ii) If we decide that you are liable for part or all of a loss arising out of unauthorised BPAY Payment, we will:
    - give you copies of any documents or other evidence we relied upon in reaching this decision; and
    - advise you in writing whether or not there was any system malfunction at the time of the payment complained of. (k) If we fail to observe these procedures when we allocate liability, conduct the investigation or communicate the reasons for our decision and our failure prejudices the outcome of the investigation or causes unreasonable delay in its resolution, we will be liable for part or all of the amount of the disputed payment.



## 14. Transaction Recording

It is recommended that you record all receipt numbers issued in respect of BPAY Payments to assist in checking transactions against your statements. We recommend you record the receipt numbers on the relevant bills.

## 15. Transaction and Other Fees

- (a) We will advise you whether we charge any fees, and the amount of such fees (including any dishonour fee), for:
- issuing your Access Method or any additional or replacement Access Method;
  - using your Access Method;
  - any BPAY Payment; or
  - giving you access to BPAY; or
  - any other service provided in relation to BPAY, including error corrections.
- (b) We will also advise you whether we will debit to you any government charges, duties or taxes arising out of a BPAY Payment.
- (c) We may charge you with dishonour fees for any future-dated BPAY Payments which have failed due to insufficient funds in Your Account.

## 16. Changes to Terms and Conditions

- (a) We may change these BPAY Facility Terms and Conditions and BPAY fees and charges from time to time.

We will give you at least 20 days' notice before the effective date of change if the change to these BPAY Facility Terms and Conditions will introduce a new fee or charge. We will notify you by written notice to you.

- (b) We will give you at least 20 days' notice before the effective date of change or such other longer period as may be required by law if the change to these BPAY Facility Terms and Conditions will:
- increase charges relating solely to the use of your Access Method or the issue of additional or replacement Access Methods;
  - increase your liability for losses; or
  - impose, remove or adjust daily or periodic limits on amounts which may be transacted via BPAY. We will notify you by:
    - notice on or with periodic account statements;
    - direct written notice to you; or
    - press advertisement in the national or local media.

- (c) We will give you notice of any other changes to these BPAY Facility Terms and Conditions no later than the day the change takes effect, or such longer period as may be required by law, by:
- notice on or with periodic account statements;
  - direct written notice to you; or
  - press advertisement in the national or local media.
- (d) We are not obliged to give you advance notice if a variation involving a fee or charge will result in a reduction in your obligations.
- (e) Information on our current fees and charges is available on request.
- (f) If you do not wish your daily limit on transacted amounts via BPAY to be increased you must notify us before the effective date of change. Otherwise, once you access the increased transaction limit, you will be deemed to have consented to the increase.
- (g) BPAY is owned and operated by third parties. If the rules and regulations of BPAY require that these BPAY Facility Terms and Conditions be changed, in any way at any time, (including without prior or full notice to you) then we will have the right to change these BPAY Facility Terms and Conditions accordingly.

## 17. Cancellation of BPAY Access

- (a) We may immediately cancel or suspend your access to BPAY at any time for security reasons or if you breach these BPAY Facility Terms and Conditions or the terms and conditions of Your Account.
- (b) We may cancel your access to BPAY for any reason by giving you 20 days' notice. The notice does not have to specify the reasons for cancellation.
- (c) If, despite the cancellation of your access to BPAY, you carry out a BPAY Payment using the Access Method, you will remain liable for that BPAY Payment.
- (d) Your access to BPAY will be terminated when:
- we notify you that your Access Method or Your Account with us has been cancelled;
  - you close the last of Your Accounts with us which has BPAY access;
  - you cease to be our customer; or
  - you alter the authorities governing the use of Your Account with BPAY access (unless we agree otherwise).



## 18. Privacy

- (a) We collect personal information about you for the purposes of providing our products and services to you, for processing your BPAY Payments.
- (b) We may disclose your personal and transactional information to other participants in BPAY in order to execute your instructions, including:
  - BPAY Billers nominated by you;
  - BPAY Pty Ltd and any agent appointed to it from time to time, including Cardlink Services Limited who provides the electronic systems to implement BPAY; and
  - Cuscal.
- (c) You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to the parties in clause 18(b) of this Attachment 2.
- (d) You may have access to the personal information we hold about you at any time by asking us, or to any of the personal information held by any of the parties in clause 18(b) of this Attachment 2 by contacting them.
- (e) If your personal information is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your BPAY Payment.

## 19. Miscellaneous

These BPAY Facility Terms and Conditions govern your BPAY access to any of Your Accounts with us. Each transaction on Your Account is also governed by the terms and conditions to which that Your Account is subject. These BPAY Facility Terms and Conditions should be read in conjunction with the terms and conditions applicable to Your Account and Access Method. To the extent of any inconsistency between these BPAY Facility Terms and Conditions and the other terms and conditions applicable to any of Your Accounts or Access Methods, these BPAY Facility Terms and Conditions will prevail.

## ATTACHMENT 3

### 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. 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, your credit provider's external dispute resolution 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 precontractual statement containing certain information about your contract. The precontractual 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 your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

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 pay out figure?

You can write to your credit provider 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.

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. 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.

#### 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 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 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 your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the Credit and Investments Ombudsman Limited and can be contacted on 1800 138 422. at [www.cio.org.au](http://www.cio.org.au) or by writing to the Credit and Investments Ombudsman Limited, 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 information on 1300 300 630 or through ASIC's website at [www.asic.gov.au](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 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 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.

## 14. What happens if my credit contract ends before any insurance contract over mortgaged property?

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

## GENERAL

## 15. 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.

## 16. 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 external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 18.

## 17. 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 credit provider's external dispute resolution scheme or ASIC, or get legal advice.

## 18. 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 YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'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. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE CREDIT AND INVESTMENTS OMBUDSMAN LIMITED AND CAN BE CONTACTED ON 1800 138 422, AT [www.cio.org.au](http://www.cio.org.au) OR BY WRITING TO CREDIT AND INVESTMENTS OMBUDSMAN LIMITED, PO BOX A252, SYDNEY SOUTH NSW 1235.**

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

## CREDIT GUIDE

### Responsible Lending

FlexiCards Australia Pty Ltd ABN 31 099 651 877 Australian credit licence number 247415, as a responsible lender, is committed to providing its products and services responsibly. Under the *National Consumer Credit Protection Act 2009* (Cth), we have the following obligations:

#### 1. Making inquiries and conducting suitability assessments

Prior to entering a credit contract (or increasing the credit limit), we are required by law to:

- make reasonable inquiries about your requirements and objectives in relation to the credit contract (or the credit limit increase), the maximum credit limit you require and your financial situation
- take reasonable steps to verify your financial situation, and
- make an assessment on whether the credit contract (or credit limit increase) is unsuitable for you.

The credit contract (or credit limit increase) must be assessed as unsuitable for you if, at the time of the assessment, it is likely that:

- it will not meet your requirements or objectives;
- you will not be able to comply with the resulting financial obligations under the contract; or
- you would only be able to comply with the resulting financial obligations with substantial hardship under the contract.

We are prohibited by law from entering into a credit contract (or providing a credit limit increase) which is unsuitable for you. It is therefore important that all information you provide is complete and accurate.

#### 2. Giving a copy of the assessment

If you request a copy of the assessment before we enter into the credit contract or increase the credit limit, we will not enter into the contract or increase your credit limit until we have given you a copy of the assessment.

You may also request a copy of the assessment within 7 years of the date we enter into the contract or increase your credit limit. If you do, we will give you a written copy of that assessment without charge:

- within 7 business days, if the copy is requested within 2 years of the day on which the credit contract is made (or the credit limit is increased); or
- within 21 business days, if the copy is requested more than 2 years, but within 7 years, of the day on which the credit contract is made (or the credit limit increased).

### Dispute Resolution

At FlexiCards Australia Pty Ltd we are committed to providing quality services and high customer satisfaction. We appreciate any feedback you may have. If you do have a complaint, you can lodge it by contacting us. A complaint will be reviewed internally through our Internal Dispute Resolution service (managed by the Customer Relations Team) if the dispute is not resolved within 45 days (21 days if it relates to hardship or a credit listing). You can contact the team via:

**Email at:**

[CustomerRelations.Complaints@flexigroup.com.au](mailto:CustomerRelations.Complaints@flexigroup.com.au);

**Telephone at:** 1300 858 608 between 9:00am - 5:00pm (EST) weekdays; or

**Fax at:** (02) 8905 1821.

If you are not satisfied with the outcome, you have the right to take your complaint to the Credit and Investments Ombudsman Limited an independent resolution body.

You may contact the Ombudsman by the following means:

**Mail:**

Credit and Investments Ombudsman Limited  
PO Box A252,

South Sydney NSW1235

**Telephone:** 1800 138 422

**Website:** [www.cio.org.au](http://www.cio.org.au)

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