



**Bank of
Melbourne**

**Corporate
MasterCard[®]**

Conditions of Use

Effective Date: **18 August 2020**

Corporate MasterCard® Card Account Conditions of Use

Bank of Melbourne

This document does not contain all the terms of the agreement applicable to the card. Further terms and information are in the Letter of Offer and in the form you sign to apply for a card.

Important

Important information for you

Even though we are issuing a card to you, Bank of Melbourne does not incur any obligations to you in relation to the card.

These conditions apply to your use of the card.

Important information for the Principal

By requesting the issue of any card, the Principal:

- accepts entire liability and responsibility for the cardholder's use of the card;
- agrees to comply with these conditions of use and to ensure that each cardholder complies with them; and
- represents and warrants that the issue and use of each card is for the Principal's benefit and is intended for use only for its business purposes.

We warrant that we comply with the Electronic Funds Transfer Code of Conduct.

Summary of the key terms of your Corporate MasterCard

Introduction

This is a summary of the key terms of your Corporate MasterCard facility. It doesn't replace your letter of offer ("offer"), the Corporate Mastercard Facility Principal Terms as at [insert date] ("principal terms") or the Corporate MasterCard Conditions of Use as at [insert date] ("conditions") nor does it cover all of your obligations. You still need to carefully review these documents [and any other document we provide].

Cardholders

Under the facility, you can nominate cardholders and we'll issue Corporate MasterCards ("cards") to them. Only a cardholder can activate their card. You're responsible for all transactions made by cardholders.

Security of cards and security numbers

Cardholders have to protect the security of the card and security numbers and have to make every effort to see that their cards and security numbers aren't misused, lost or stolen.

Lost or stolen cards or security numbers revealed or suspected unauthorised transactions

Cardholders have to tell you and us as soon as possible if a card is lost or stolen, they suspect that a security number is known to someone else, or they suspect any unauthorised card transactions. If they don't, you may be liable for unauthorised card transactions.

Facility limit and credit limit

The facility limit for the facility is the amount set out in the offer (or another amount we authorise from time to time).

Your card limit is in the letter we send you with the card. This is the maximum amount of credit the cardholder can access on the card account, including any accrued fees or interest charges.

If the credit limit is exceeded, you have to repay us the excess amount.

You can ask us to increase or reduce the card limit or the facility limit (or both) and if we do, we'll tell you in writing.

Using the card and daily limits

Cardholders must use cards solely for business purposes, and not private or domestic purposes.

Cardholders can use the card to obtain goods, services and cash in various ways in Australia and overseas, (including through merchants, ATMs and bank branches displaying the MasterCard logo). Cardholders can also use the card for transactions by mail order, telephone, internet and other remote access.

We'll agree the cash limit that applies to cash advances with you and tell the cardholder in the letter we send you with the card.

Daily limits apply to cash advances through EFTPOS— see the conditions.

Foreign transactions on the card account

We charge foreign transaction fees on any foreign transaction on a card – see the offer.

Card account statement entries for foreign currency transactions will include the foreign currency amount converted into Australian dollars in accordance with the conditions.

Statements and what you have to pay

You have to pay us for all amounts debited to the card account (including the amounts of purchases, BPAY® Payments, cash advances, interest charges, government taxes, duties and charges payable by us in connection with the card account and our fees and charges).

We'll usually give you a monthly statement for each card.

Security for the facility

If you agree to provide security for the facility, then you have to deliver the agreed security before you use the facility or we provide a cash advance.

Chargebacks

You can ask us to dispute a transaction on a card within the time limit set by the card scheme.

Interest

We tell you the interest rate on the card account. We can change the interest rate at any time.

We charge interest on these amounts when debited to the card account:

- purchases, fees and interest charges on purchases and our fees
- cash advances, fees resulting from a cash advance, and interest charges on cash advances.

Interest free days may apply to the card account – see the conditions.

Interest charges are debited to your facility daily.

Fees and charges

You have to pay any fees and charges and any government charges and duties relating to the card account.

You may be liable for unauthorised transactions

Generally, you won't be liable for unauthorised transactions if it's clear you or the cardholder didn't contribute to losses resulting from those transactions. Where you're liable, your liability is limited as set out in the conditions. However, in some circumstances, you may be liable for a greater amount. Insurance is automatically provided to you, and may apply, up to a limit, where you are liable for an unauthorised transaction in accordance with the principal terms.

Liability for transactions using security numbers

You'll be liable for actual losses resulting from an unauthorised card transaction in various situations, including if:

- the cardholder contributed in a way set out in the conditions (eg the cardholder voluntarily disclosed a security number or was extremely careless in protecting the security of security number)
- the cardholder unreasonably delays in telling us that the card or any device has been lost, stolen or misused or a security number has become known to someone else.

Transactions without a security number

If you don't protect the security of your card or security number, or unreasonably delay in telling us that your card is lost or stolen, you'll be liable for any unauthorised card transactions that required a manual signature.

What happens if there's a default?

A default occurs if:

- you don't pay any amount when it's due
- you or any additional cardholder do any of the following and it has a material impact:
 - don't comply with the law
 - give us incorrect, incomplete or misleading information
 - use the card for an unapproved purpose.

A default has a "material impact" if we reasonably consider it is material, or the event has had, or is likely to have, a material impact on your ability to meet your obligations (or our ability to assess this), our security risk (or our ability to assess this) or our legal risk or reputation.

If there's a default, we can close your card account and require you to immediately pay all amounts owing (including amounts accrued or charged but not yet debited).

Before we require immediate payment, we'll give you at least 30 days' notice and an opportunity to correct any default that can be corrected (unless the law doesn't require us to give you notice).

We don't have to give you any period to rectify the matter (or we can give you a shorter period) if:

- the default can't be rectified, or
- it's reasonable for us to act to manage a material and immediate risk relating to:
 - the default,
 - your particular circumstances, or
 - the value of the security interest in our favour.

Refusal and cancellation of cards

We can refuse:

- internet and phone banking transactions
- any transaction where we consider it necessary to meet our regulatory and compliance obligations.

We can also cancel any card and suspend the operation of the card account or the facility at any time without telling you in circumstances we consider it necessary to protect you or us from fraud or other losses, to manage regulatory risk, if the card account becomes inactive and has a nil balance or if you die.

Changes to the conditions

We can change the conditions under certain circumstances – we'll let you know when we do.

Unauthorised transactions insurance

Insurance is provided for unauthorised transactions - see the principal terms for details.

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Important words

access method means a method we authorise you to use to instruct us through electronic equipment to debit or credit a card account. It comprises the use of one or more components including a card, card number, PIN, Internet and Phone Banking security number, Internet and Phone Banking access number or Internet Banking password or combinations of these. It does not include a method requiring your manual signature as the main way in which we ensure you gave us an instruction;

agreed line of credit means the daily card limit or credit arrangement existing on a linked account and as you and we agree from time to time;

annual percentage rate means a per annum rate of interest;

“at risk” transaction means an Internet Banking transaction or request identified by us as requiring further authentication by Secure Code Service to complete that transaction;

ATM means an automatic teller machine owned by us or another financial institution;

available credit means any unused portion of your credit limit excluding any uncleared cheques;

balance owing on the card account means, at any time, the difference between all amounts credited and all amounts debited to the card account at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day;

Banking Code means the Australian Banking Association’s banking code of practice as updated, and adopted by us, from time to time;

banking day means a day other than a Saturday, Sunday or public holiday when we are open for normal banking business in your State or Territory;

branches means any of our Retail or Corporate & Business Bank branches;

card means any Corporate MasterCard® we issue to you or to any other person at the request of the Principal for the purpose of accessing the card account;

card account means the account on which a card is made available and against which all card transactions are recorded;

card limit has the meaning given in clause 7;

cardholder means a person to whom we issue a card;

cash advance means a transaction on the card account which involves a cardholder receiving cash using a card and includes any amount debited to the card account as a result of a transfer to or from another account you or the Principal has with us or another financial institution. This includes a transaction against credit balances in the card account;

contactless transaction means a purchase transaction made by holding your card (which is capable of making a **contactless transaction**) in front of a **contactless terminal** and without having to insert or swipe it;

contactless terminal means an **electronic banking terminal** which can be used to make a contactless transaction.

costs includes charges and expenses and costs, charges and expenses in connection with legal and other advisers;

daily percentage rate means the rate determined by dividing the annual percentage rate by 365;

default means an event or circumstance described in clause 29;

due date means the minimum payment due date included on a monthly statement issued on the card account;

EFT account means an account from or to which you can transfer funds through electronic equipment by use of an access method;

EFTPOS means a point of sale electronic banking facility available at retail or wholesale outlets;

EFT system means the network of electronic systems used for the transmission of EFT transactions;

EFT transaction means a transfer of funds initiated by an instruction you give through electronic equipment using an access method to debit or credit an EFT account;

electronic equipment includes a terminal, computer, television and telephone;

facility means the Corporate MasterCard® facility we make available to the Principal;

facility limit means the facility limit set out in the Letter of Offer or another amount we authorise from time to time;

Foreign transaction is any transaction made using a card:

- in a currency other than Australian dollars; or
- in Australian dollars or any other currency with a merchant located outside Australia; or
- in Australian dollars or any other currency that is processed by an entity located outside Australia.

Note: It may not always be clear to you that the merchant or entity processing the transaction is located outside Australia.

Foreign transaction fee is a fee charged to you being a percentage of the Australian dollar transaction amount of a Foreign transaction.

GST means any tax imposed on the supply of any goods, services, real or personal property or other things or similar tax;

including or **such as** or **for example** when introducing an example does not limit the meaning of the words to which the example relates to that example or examples of a similar kind;

Internet and Phone Banking means any service we offer from time to time through a communication network (including telephone and the Internet) to enable you to receive information from us and to transmit instructions to us electronically, in relation to an account or other matters we specify;

Internet and Phone Banking access number means the number used in conjunction with the Internet and Phone Banking Security Number and Internet Banking password to access Internet and Phone Banking;

Internet and Phone Banking Security Number means the personal identification number used in conjunction with the Internet and Phone Banking access number and Internet Banking password to access Internet and Phone Banking;

Internet Banking password means the password you select for use in conjunction with the Internet and Phone Banking access number and the Internet and Phone Banking Security Number to access Internet Banking;

Letter of Offer is the letter we send to the Principal containing terms and conditions relevant to the card account and which, once accepted by the Principal, forms the agreement between the Principal and us;

MasterCard® Connections Online means the Internet-based reporting and expense management solution designed, developed and maintained by MasterCard® International;

merchant means a provider of goods or services who accepts payment by card;

PIN means a personal identification number or word used in conjunction with a card;

Principal means the person named in the Letter of Offer as "Principal" being the person to whom we make the facility available;

promotion plan means a special promotional offer made by us to you, in terms of which, if the offer is accepted, a different annual percentage rate will apply to an agreed portion of the balance of the card account for an agreed period of time;

Secure Code means a randomly generated code that we send to you to authenticate each "at risk" transaction. The Secure Code is sent to your Australian mobile phone by SMS or landline telephone number by interactive voice response message. This form of authentication is in addition to your Internet Banking Password and Internet and Phone Banking Security Number;

Secure Code Service means our method of Two Factor Authentication where we send you a Secure Code to authenticate "at risk" transactions performed by you using Internet Banking;

security means any security given in connection with this agreement. Security includes a guarantee;

Security Numbers means your PIN and your Internet and Phone Banking Security Number and Internet Banking password;

small business has the meaning given to it in the Banking Code;

terminal or **electronic banking terminal** means any authorised terminal or device in which you can use your **card** and PIN.

This includes:

- Bank Of Melbourne branch terminals in Australia;
- Bank Of Melbourne automatic teller machines in Australia;
- Automatic teller machines of other selected financial institutions in Australia;
- Automatic teller machines overseas bearing the scheme logo for your card;
- Automatic teller machines overseas bearing the Cirrus logo (for MasterCard® cards only);
- Electronic funds transfer at point of sale (EFTPOS) terminals;
- A contactless terminal
- Any other authorised terminal or device connected to the Bank's electronic banking system from time to time.

third party payments means:

- a payment made to a third party; and
- a payment made to an account in the name of the person authorising the payment at another financial institution;

Two Factor Authentication means a security authentication process in which a customer provides a financial institution with two types of identification information to authenticate their identity. The first type of identification information is a piece of information known to the customer. The second type of identification information is information sent by the financial institution to the customer's physical device, e.g. a mobile phone or a landline phone;

we or **us** or Bank of Melbourne or **the Bank** means Bank of Melbourne - A Division of Westpac Banking Corporation ABN 33 007 457 141 Australian financial services licence 233714 Australian credit licence 233714 and its successors and assigns.

Westpac Group means Westpac Banking Corporation ABN 33 007 457 141 Australian financial services licence 233714 Australian credit licence 233714 and its related bodies corporate.

you means the person issued with a card at the request of the Principal for the purpose of accessing the card account as agent of the Principal subject to these conditions of use. If the person issued with a card is the same person as the Principal, you includes the Principal;

In these conditions of use:

- the singular includes the plural and vice versa;
- a reference to any thing includes the whole and each part of it and to a document includes any variation or replacement of it.

1 Agreeing to these Conditions of Use

The Principal is bound by these conditions on signing the Letter of Offer.

The first time you sign a card or authorise a transaction on the card account you automatically agree to these conditions.

These conditions apply to all your transactions on the card account.

The Principal is liable for any non-observance of these conditions on your part.

If you do not agree with these conditions, do not sign your card and do not carry out any transaction - instead, return your card to us (cut in half for security reasons).

The relevant provisions of the Banking Code apply to this agreement if you are an individual or a small business.

2 Your address

You or the Principal must tell us in writing if there is a change to any business office or nominated mailing address.

3 Privacy

You acknowledge that Bank of Melbourne, the Westpac Group and the Principal may have access to personal information about you and your transactions on the card account and may use and disclose this personal information as set out in the form you sign applying for a card.

4 Cards

Bank of Melbourne cards are only issued at the Principal's request and then only at our discretion.

A request by the Principal for issue of a card must be in such form as we require (including personal identification of the cardholder satisfactory to Bank of Melbourne). We send cards to the cardholder at their nominated business address by any secure means of delivery that we may choose from time to time.

Cards are inactive until activated by us. Each cardholder must contact us on the telephone number on the final page of these conditions on receipt of the card, in order to activate the card.

Each card is for the sole use of the person named on it and is only valid from the "valid from" date (when shown or, if not shown, the issue date) to the "until end" date shown on it.

Where the Principal constitutes more than one party, each party is liable jointly and individually for the balance owing on the card account and we can ask either party or both parties to repay the balance owing on the card account.

Either party can write to us to terminate their liability for future advances on the card account. If either party asks us to terminate their liability we will cancel any cards and stop operation of the card account.

In any case each party remains liable for all transactions a cardholder makes prior to the date the card account is cancelled even if the transactions are debited to the card account after the cancellation date.

All cards remain our property.

You must keep your card in a safe place at all times.

We may issue replacement cards at any time.

All cards are subject to these conditions.

5 Security of cards and Security Numbers

The security of your card and Security Numbers is very important as they allow unrestricted access to the card account and are comparable to a signature on a cheque.

You must make every effort to see that your card and any record of your Security Numbers are not misused, lost or stolen. If you fail to observe reasonable security requirements, the Principal's liability is determined under clause 24.

Your obligations - You must:

- sign your card as soon as you receive it;
- not record your Security Numbers on your card or on any article normally carried with your card and which is liable to loss or theft with your card or on the computer or telephone that you use to access Internet or Phone Banking;
- not permit any other person to use your card or Security Numbers;

- not disclose your Security Numbers or make them available to any other person (including a family member, a friend or one of our staff); and
- use care to prevent anyone else seeing your Security Numbers being entered into a terminal or other electronic equipment.

Your own personalised PIN

We give you the additional convenience and security of being able personally to select your own PIN (which may be a word or a number). **We strongly advise you to select a PIN that you can remember without needing to make a written record of it or anything which reminds you of it.**

When selecting your own PIN, it must comprise four digits or a word of four letters. Under the next heading, we tell you the PINs you should not select.

Can you record a memory aid for your Security Numbers?

If you require a memory aid to recall your Security Numbers you may make such a record provided the record is reasonably disguised. However, we do not consider that the following examples provide a reasonable disguise, and you agree:

- not to record your disguised Security Numbers on your card or on the computer or telephone that you use to access Internet or Phone Banking;
- not to disguise your Security Numbers by reversing the number sequence;
- not to describe your disguised record as a "PIN record" or "Internet and Phone Banking Security Number record", or "Internet and Phone Banking Access Numbers" record or "Internet Banking Password" or similar;
- not to disguise your Security Numbers using alphabetical characters or numbers:
A = 1, B = 2, C = 3, etc;
- not to select or disguise your Security Numbers using any of the following combinations (or parts of them):
 - dates of birth
 - personal telephone numbers
 - car registration numbers
 - your name or family members' names
 - social security numbers
 - licence numbers;

- not to store your Security Numbers in any low security electronic device of any kind, such as (but not limited to):
 - calculators
 - personal computers
 - electronic organisers.

There may be other forms of disguise that may also be unsuitable because of the ease of another person discerning your Security Numbers.

You must exercise extreme care if you decide to record a memory aid for your Security Numbers.

6 Lost cards or stolen cards or Security Numbers revealed

You must tell us as soon as possible if a card is lost or stolen or you or the Principal suspect that a Security Number is known to someone else or you suspect any unauthorised telephone, mail or other type of remote access use of the card account.

The Principal agrees to do the same if it becomes aware of or suspects any of these circumstances.

You or the Principal may notify us in Australia by telephoning us on the number on the final page of these conditions.

If you are overseas, you may notify us by telephoning the number on the final page of these conditions. A telephone call may be made to this number "reverse charge" and you will not be charged.

If you or the Principal do not notify us, the Principal may be liable for unauthorised use - see clause 24.

You or the Principal will need to give us all relevant information you or the Principal have of the circumstances so that we can suspend access to the card account. You or the Principal may be asked to confirm in writing any notice given by telephone.

When you or the Principal report a matter you or the Principal will be given a notification number (or other form of acknowledgment). The number should be retained as confirmation of the date and time of the report.

In Australia, if you or the Principal are unable to report to us because our facilities are unavailable, the Principal is

not liable for any unauthorised transaction that could have been prevented if you or the Principal had been able to tell us. However, you or the Principal must tell us within a reasonable time after our facilities become available again.

If a card that has been reported lost or stolen is recovered, it must not be used again. Cut it up and return it to us.

7 Card limit and facility limit

The card limit applicable to your card is shown on the letter we send out with your card. This is the maximum amount of credit you may obtain on the card account, including any accrued fees or interest charges.

The facility limit applicable to the Principal's facility is the amount set out in the Letter of Offer or another amount we authorise from time to time.

The Principal is responsible if the card limit is exceeded. A fee may be charged if the credit limit is exceeded.

If the balance owing on the card account is more than the card limit, the Principal must promptly repay us the excess amount. We need not ask the Principal for this amount first.

The Principal may ask us to increase or reduce the card limit or the facility limit. Requests must be in writing. We implement requests for reduction as soon as practicable. It is at our discretion to agree to increases. Also, we may reduce the card limit or the facility limit or stop providing further credit as we choose.

We notify the Principal in writing of changes to the facility limit.

8 Daily limits at terminals

8.1 Cash limit - ATM

The Principal may request that we allow you to access cash advances through ATMs. If we agree to this, the Principal elects your cash limit in the form you sign applying for a card. This amount is subject to our approval and we may reduce it at any time. Your cash limit is the maximum total amount of cash advances you can obtain with your card through ATMs on any one day. We will tell you your cash limit in the letter we send you with your card (if applicable).

Terminals may have different transaction limits.

This means that you may have to make two or more transactions to reach your daily limit.

A daily deposit limit may apply to the cash that can be deposited at an ATM. Visit bankofmelbourne.com.au and search 'Our ATM' for ATM limits.

8.2 Purchases limit - EFTPOS

The maximum amount of value you can obtain with the card and PIN for purchases of goods and services through EFTPOS on any one day is A\$8,000.

A day ends at 12 midnight (EST) for the purpose of this clause.

9 Using the card

9.1 Using the card to obtain goods and services

- **at a merchant**

You can normally use the card to obtain goods and services at merchants (such as shops, restaurants and theatres) in Australia and overseas where the MasterCard® logo is displayed.

The fact that the MasterCard® logo is displayed at a merchant's premises does not mean that we guarantee that all goods and services available there may be obtained by using the card. We are not responsible if a merchant refuses to accept the card or places other limitations on using the card.

We have no control over the hours a merchant may be open for business. The hours during which a terminal will be available may therefore vary in accordance with the merchant's opening hours.

- **through mail order, telephone and other types of remote access**

Where the merchant accepts that form of payment, you can use the card to obtain goods and services through mail order, by telephone and by other types of remote access (such as the Internet).

If we allow you to use your card by a method of remote access (such as the Internet) you must do so in accordance with our terms of use applicable to that method.

Transaction amounts

You must check that the correct amount is entered into a terminal or written in the "total" box on a voucher before you authorise the transaction or sign the voucher.

Authorisation

Some transactions need authorisation from us. We may choose not to authorise a proposed transaction.

If we approve an authorisation we reduce the amount available for drawing on the card account by up to the amount of the authorisation.

Some merchants, for example hotels and car rental agencies, may request confirmation that your card has sufficient available credit to meet the estimated cost of the goods and services they will supply.

We treat the request as a request for authorisation. Once the request is approved, the amount available for drawing is reduced by up to the amount of the estimated cost.

This means that, even though the balance owing on the card account is less than the card limit, you may find you have no, or a reduced amount of available credit on the card account.

When the goods and services have been supplied, the merchant may request a subsequent authorisation for the actual costs.

This may have the effect of reducing the amount of available credit by the sum of the two authorisation amounts. You should therefore ensure the merchant cancels the original authorisation.

Use of a card by you to make a transaction is an order for us to process the transaction. Neither you nor the Principal may request us to alter or stop payment on the transaction. A card transaction cannot be stopped prior to presentation for processing.

It may not be able to be stopped even after that presentation.

You may cancel periodical debits a cardholder authorises a merchant to make to the card account only by direction to the merchant.

Liability for goods

We are not responsible for goods or services obtained by using the card, unless the law makes us liable. Therefore, if you have any complaints about goods or services, you must take them up with the merchant.

Unlawful use

A card must not be used for any unlawful purpose, including the purchase of goods or services prohibited by local law where you make the purchase or from where you order the goods or services.

9.2 Using the card to obtain cash

You can obtain a cash advance from the card account at any of our branches by presenting your card at the counter and using your signature.

Subject to clause 8.1 you can also use the card in combination with your PIN to obtain cash advances up to your daily cash limit from any of our ATMs and from the ATMs of our associated financial institutions (within Australia, call our Customer Service Centre on 13 82 66 for details). You may also be able to obtain a cash advance on the card account up to the available credit limit by presenting your card at a branch counter of some of these associated financial institutions.

When obtaining cash at a branch of any bank, you may be required to produce suitable identification which identifies the holder of the card (such as a photographic driver's licence or passport).

You may obtain cash advances with your card from any ATM or from any bank branch throughout the world displaying the MasterCard® logo.

The minimum and the maximum amount of a cash advance is set by each financial institution and the amounts may vary. The minimum through our terminals is \$20 (subject to note denominations available).

You may not link the card account to any other account.

We do not warrant that ATMs will always have money available.

9.3 Vouchers

You agree that the amounts shown on each sales voucher are sufficient evidence of the cash price of the goods or services to which the voucher relates.

10 Using a terminal

When you use your card at a terminal, you authorise us to act on the instructions entered into the terminal.

There may be short periods of time when terminal access will not be available, such as times when we are conducting maintenance on our systems.

If it is not possible to carry out the instructions you give a terminal on the card account, the transaction will not be accepted.

A card may be retained in a terminal if you enter an incorrect PIN on three consecutive occasions.

Money is at the Principal's risk from when it becomes visible or available to the cardholder at an ATM.

You should ensure that the transaction amount is correct before you sign any vouchers or transaction records given to you by merchants or financial institutions, or use your card at a contactless terminal and before you enter your PIN at electronic banking terminals. By signing a voucher or transaction record or entering your PIN or otherwise using your card at an electronic banking terminal, you indicate your agreement that the transaction amount is correct.

Transaction limits apply to the use of a card to make a contactless transaction at a contactless terminal. We will notify you of any such limit if your card is capable of making a contactless transaction.

A cash advance cannot be made using a card in a contactless terminal.

11 Processing transactions

We may assign any date we consider appropriate to a debit or credit to the card account (except that, in the case of a debit, the date must not be earlier than the date on which the relevant transaction occurs).

However, we credit payments to the card account (including cash deposited at ATMs) as soon as practicable after we receive them. This is not necessarily the same day that the Principal pays.

We may subsequently adjust debits and credits to the card account and the balance owing on the card account so as to accurately reflect the legal obligations of the Principal and us (for example, because of an error or because a cheque is dishonoured). If we do this, we may make consequential changes (including to any interest charges).

12 Foreign transactions on your card account

12.1 Foreign transactions incur the Foreign transaction fee

We may charge the Foreign transaction fee on any Foreign Transaction which we debit to your card account. Details of the Foreign transaction fee are set out in the Letter of Offer or in any notice we give you notifying you of a change in these fees.

12.2 Foreign transactions in a foreign currency

Any card account statement entries for Foreign transactions made in a currency other than Australian dollars (a 'foreign currency') will include the foreign currency amount converted into Australian dollars by MasterCard, and the Foreign transaction fee.

MasterCard converts the transaction into Australian dollars at the conversion rate or rates MasterCard applies when it processes the transaction.

Note: Foreign exchange rates quoted by us from time to time are not used to convert Foreign transactions made in a foreign currency to Australian dollars.

12.3 Foreign transactions in Australian dollars

Any card account statement entries for Foreign transactions made in Australian dollars will include the Australian dollar amount and the Foreign transaction fee.

Note: the Foreign transaction fee may be charged in circumstances where you may not be aware that the merchant or entity processing the transaction is located outside Australia.

12.4 Refunds and chargebacks of Foreign Transactions

Any refund or chargeback relating to a Foreign transaction made in a foreign currency will be converted to Australian dollars by MasterCard in accordance with clause 12.2 above. The exchange rate used for the refund or chargeback may differ from the rate applicable when the Foreign transaction was initially processed.

A Foreign transaction fee charged on a Foreign transaction will be reversed if a chargeback is applied to the transaction.

Foreign Transactions which are refunded by the Merchant other than via a chargeback process will still incur the Foreign Transaction Fee on the original transaction. No Foreign Transaction Fee will be charged on the refund transaction.

13 What the Principal must pay

The Principal must pay us for all amounts debited to the card account. These include:

- (a) amounts shown on sales vouchers for goods and services obtained from a merchant either directly, by mail, by telephone order or by other types of remote access; and
- (b) the amount of all cash advances; and
- (c) any interest charges; and
- (d) government taxes, duties and charges payable by us in connection with the card account (whether or not the Principal is primarily liable to pay them);
- (e) our fees and charges and reasonable enforcement expenses referred to in clause 18 or otherwise payable in connection with these conditions; and
- (f) the amount of any BPAY® Payment debited to the card account in accordance with clause 26.4.

The Principal is also liable for unauthorised use of a card as set out in clauses 24 and 32.

14 Statements and Monthly Payments

14.1 Monthly Statements

Your monthly statements for the card account (not always on the same day of each month), showing the transactions for the card account will be sent to you care of the Principal's business address. However, we need not send a statement:

- (a) if no amounts have been debited or credited to the card account during the statement period and the amount outstanding is below \$5. Even then, we will send you a statement at least once each six months; or
- (b) if we wrote off the Principal's debt during the statement period and no amounts have been debited or credited to the card account during the statement period; or

(c) at any time after the Principal's debt is written off.

The statement includes:

- (i) the start and end dates of the statement period; and
- (ii) the opening and closing balance of the card account; and
- (iii) the due date for payment, which is 5 days after the statement date unless we agree otherwise; and
- (iv) the interest charges; and
- (v) fees and charges debited to the card account.

It also lists all transactions and amounts debited or credited to the card account during the statement period.

All amounts requiring payment are shown on the statement in Australian dollars.

You or the Principal should check the entries on each statement carefully and promptly report any error or unauthorised transaction to us immediately. In some circumstances, card scheme rules allow us to charge a transaction on the account back to the merchant with whom you made the transaction. This is known as a chargeback.

You should report a disputed transaction to us as soon as possible so that we may reasonably claim a chargeback right. Chargeback rights are not available for all types of transactions. For example, we cannot claim a chargeback in relation to BPAY Payments from the account. If it is available, we will claim a chargeback right for a transaction on your account if:

- you ask us to do so; and
- you give us the information and material we require to support a chargeback, within 30 days after the date of the statement on which the transaction is recorded. Otherwise any chargeback right we have may be lost.

The timeframe for disputing a transaction may not apply where the ePayments Code applies.

15 MasterCard® Connections Online

As far as the law permits this clause 15 only applies if the Principal has requested, and we have granted, access to MasterCard® Connections Online.

We do not warrant that information recorded in MasterCard® Connections Online is accurate or up-to-date.

As far as the law permits, we are not liable for any direct or indirect loss (including economic or consequential losses) arising from anyone using, disclosing or acting on any information disclosed by MasterCard® Connections Online including because of our negligence.

The Principal is charged a fee for you or the Principal having access to MasterCard® Connections Online.

16 Annual percentage rate

16.1 We tell the Principal the annual percentage rate on the card account.

16.2 We may change the annual percentage rate at any time. Refer to clause 36 for information about how we may make these changes. The new annual percentage rate applies from the date we specify in the notice.

Details of our current annual percentage rates are available on request and at any of our Corporate and Business Bank Branches listed on the inside back cover of this booklet.

17 Interest charges

Interest charges in a statement period are calculated by applying:

- (a) the daily percentage rate applicable to cash advances separately to the unpaid daily balances of the cash advance balance; and
- (b) the daily percentage rate applicable to purchases separately to the unpaid daily balances of the purchase balance.

The total amount of interest charges debited to the card account is the sum of the interest charges on the cash advance balance and the purchase balance.

17.1 Interest charges on purchases and our fees

(a) ***Interest free days***

We do not charge interest on purchases or on our fees (excluding fees that result from a cash advance) that are listed on a statement if the Principal pays the closing balance by the due date for payment listed on every statement.

If the Principal does not pay the closing balance on a statement by the due date for payment, the Principal will not have interest free days on purchases or our

fees unless the Principal pays the closing balance by the due date in 2 consecutive statement periods.

If the Principal pays the closing balance by the due date in a statement period, we do not charge interest on purchases or fees (excluding fees that result from a cash advance) debited to the card account in that statement period.

If the Principal does not pay the closing balance by the due date for payment listed on a statement, unpaid purchases and fees (excluding fees that result from a cash advance) outstanding as well as new purchases and fees (excluding fees that result from a cash advance) debited to your card account in that statement period will be included in the calculation of the interest charge.

We calculate the interest applicable in any statement cycle on purchases and purchase fees:

- from the date the relevant transaction is made or from the date assigned to the transaction in accordance with condition 11 (the purchase transaction date); or
- if the purchase transaction date is prior to the start of the statement cycle, from the first day of the statement cycle,

until these amounts are paid in full.

There is no interest free period for these interest charges.

(b) ***No interest free period on interest charges***

We charge interest on interest charges on purchases and fees which we debit to the card account. There is no interest free period for those interest charges. We add those interest charges to the balance of purchases and our fees on which we charge interest. Interest is charged from the date shown on a statement for an interest charge until it is paid in full.

(c) ***Calculating interest on purchases, fees and interest charges on purchases and fees***

Except as provided under paragraph (a), we charge interest on each amount of:

- purchases;
- fees;
- interest charges on purchases; and our fees,

excluding fees that result from a cash advance, debited to your card account from the date shown on your statement for that transaction until the date we receive payment of it in full.

Any reference to the date assigned to the purchase means either:

- the date on which the purchase was made; or
- the opening date shown on the statement of account on which the purchase was itemised, whichever is the later.

When interest is payable, we charge interest at the end of a statement period on the balances of purchases, fees and interest charges on purchases and fees during the statement period.

17.2 Interest charges on the cash advance balance

We charge interest on cash advances, fees resulting from a cash advance, and interest charges on cash advances debited to the card account. There is no interest free period for either cash advances, fees resulting from cash advances or interest charges on cash advances until they are paid in full. Interest is charged from the date shown on the statement for cash advances, fees resulting from cash advances and interest charges on cash advances until they are paid in full.

Any reference to the date assigned to the cash advance means either:

- the date on which the cash advance was made; or
- the opening date shown on the statement of account on which the cash advance was itemised, whichever is the later.

Whenever we debit the card account with interest charges on cash advances, those interest charges become part of the balance of cash advances on the card account.

17.3 General

Interest charges are added (debited) to the card account every statement date (but are not included for the calculation of interest on that day).

We do not charge interest on government taxes and duties debited to the card account.

Details of our current interest rates are available at our branches.

17.4 When interest rates change

If we change the interest rate, the change takes effect from the first day of the interest period during which we make the change.

That is, the interest rate change applies:

- retrospectively to all card purchases and cash advances from the first day of the statement period during which we make the change until the date that we make the change; and
- to all future transactions which you make on or after the date we make the change.

18 Fees and charges

Enforcement expenses may become payable under this agreement or any mortgage or other security in the event of a breach. Details of fees and charges payable in connection with the card account are available on request and from any Bank of Melbourne Corporate and Business Bank branch.

18.1 The Principal must pay us:

- (a) all fees and charges payable in connection with the card account; and
- (b) an amount equal to any government charges and duties on receipts or withdrawals charged under this agreement or duties charged relating to the use of a card or to transactions on a card account or both, in each case calculated in accordance with the relevant legislation. These are payable whether or not the Principal is primarily liable for such charges and duties; and
- (c) when we ask, any reasonable enforcement expenses we incur in enforcing this agreement after you or the Principal are in default (including in the case of a mortgage, expenses incurred in preserving and maintaining property such as by paying insurance, rates and taxes for the property).

The Principal authorises us to debit any of these amounts to the card account. We may do so on or after the date we pay them or on the date they become due or payable by the Principal or us (whichever is earlier).

19 Payments and the Automatic Payment Plan

19.1 Payments

The Principal must make payments to the card account in Australian dollars in Australia. Repayments overseas are not possible. However, if the Principal is overseas when a payment is due, the Principal must still ensure that payment is made.

19.2 Automatic Payment Plan

The Principal must make payments to the card account by our Automatic Payment Plan.

Unless we agree otherwise, the Principal authorises us to debit the entire closing balance specified on each statement to the repayment account the Principal nominated for debiting under the Plan. We debit the payment 5 days after the statement date (or if that is not a banking day, then the next banking day).

If a deduction under the Automatic Payment Plan is not honoured by the bank, the Principal must immediately pay us the amount of the required deduction. We need not ask the Principal for it first.

If the Principal wants to change the Automatic Payment Plan the Principal should contact one of our Corporate & Business Bank branches.

If the Principal intends to close the repayment account we are debiting under the Automatic Payment Plan, the Principal must first arrange for the Automatic Payment Plan to be applied to another account.

If the Principal does not, the Principal may be charged a dishonour fee if we cannot draw a payment under the Automatic Payment Plan.

We may discontinue the Principal's Automatic Payment Plan if the Plan is not working properly - for example, if the repayment account the Principal selected for debiting is regularly short of funds. We would normally contact the Principal before we discontinue the Plan.

20 Other deposits

The Principal can make deposits:

- (a) through the Automatic Payment Plan; or
- (b) through Internet and Phone Banking from nominated accounts;
- (c) by other methods we make available.

21 What happens to payments we receive?

21.1 All payments made to the card account will be applied in the following order:

- interest charges incurred to date;
- bank fees and charges incurred to date;
- government duties, taxes, rates and charges incurred to date if applicable;
- cash advances, purchases and balance transfer amounts shown on any statement in descending order from those attracting the highest annual percentage rate to those attracting the lowest annual percentage rate; and
- cash advances, purchases and balance transfer amounts not shown on any statement in descending order from those attracting the highest annual percentage rate to those attracting the lowest annual percentage rate.

If the same annual percentage rate applies to two promotion plans, payment will first be applied to the promotion plan having the earlier expiry date.

21.2 We do not pay interest on any credit balance in the card account.

22 Death of a cardholder

We must be notified, without delay, if a cardholder dies.

23 Security for the facility

If we require the Principal to provide security for the facility to secure the Principal's obligation to repay amounts on the card account, then:

- (a) the Principal must deliver the agreed security in a form acceptable to us before you use the card or we provide a cash advance; and
- (b) the Principal must comply with all terms and conditions of the security; and
- (c) the Principal must pay reasonable costs in arranging, administering (including registering and enforcing), releasing and terminating the security and all stamp and other duties, fees, taxes and charges payable in connection with the security; and
- (d) where we hold, or during the term of the facility acquire, security of any description securing any other liabilities the Principal may have to us, the Principal's

liability under the facility will also form part of the money secured by that security.

24 Liability for unauthorised transactions

24.1 PIN transactions

This Clause 24.1 applies to transactions by use of a card and Security Number.

The Principal's liability for use of a card that requires a manual signature is covered by Clause 24.2.

The Principal's liability for unauthorised transactions by use of a Security Number will normally be limited to:

- \$150; or
- the funds available in the card account; or
- the actual loss incurred,

whichever is the smallest amount.

The Principal is not liable for losses caused by:

- unauthorised transactions which have occurred after you have given us notice as required by clause 6;
- for transactions requiring the use of a card or a card and PIN, unauthorised transactions before you or the Principal receives your card and/or your Security Number(s) (including PIN), including a replacement or reissued card or Security Number. For the avoidance of doubt, receiving a PIN includes setting a PIN for the first time when your card is first issued; or
- the same transaction being incorrectly debited more than once to the same account.

The Principal's liability for losses from unauthorised transactions will not exceed the amount of the loss that would result after the exercise of any claim or other right we have under the rules of the card scheme against any other party to the card scheme (whether or not that claim or other right is actually exercised). Refer also to clause 14 in this context.

The Principal will be liable if you have contributed to the unauthorised use because you:

- voluntarily disclosed your Security Numbers to anyone (including to a family member, a friend or one of our staff); or
- indicated your Security Numbers on your card; or
- kept a record of your Security Numbers (without making any reasonable attempt to disguise the Security

Numbers) with any article carried with your card or liable to loss or theft simultaneously with your card; or

- selected a Security Number which represents your birthdate or an alphabetical code which is recognisable as part of your name immediately after we specifically instructed you not to select such Security Numbers; or
- acted with extreme carelessness in failing to protect the security of your Security Numbers.

The Principal's liability will not exceed the smallest of:

- (i) the actual loss incurred up to the time we are notified that the security of your Security Numbers has been breached or we are notified of the existence of unauthorised transactions; or
- (ii) the funds available in the card account including any agreed line of credit; or
- (iii) the total amount you would have been allowed to draw on the days that unauthorised use occurs.

If you or the Principal have contributed to the unauthorised transaction because you or the Principal unreasonably delay in notifying us that:

- your card has been lost, stolen or misused; or
- your Security Numbers have become known to someone else,

the Principal will be liable for any losses directly attributable to that delay that were incurred before notification. The Principal's liability for these losses, that we incurred before notification will not exceed the smallest of:

- (i) the actual loss which could have been prevented from occurring in the period between when you or the Principal became aware of the events described above and the time we were actually notified; or
- (ii) the funds available in the card account; or
- (iii) the total amount you would have been allowed to withdraw on the days that unauthorised use occurred.

24.2 Liability for card transactions without a PIN

Liability for unauthorised transactions by use of a card and PIN are covered by Clause 24.1. Liability for unauthorised transactions conducted by use of a card that requires manual signatures are covered by this condition. Clause 5 sets out your obligations to maintain the security of your card. Clause 6 sets out your obligations if your card is lost or stolen. Please read these conditions carefully.

If any card is lost or stolen, the Principal will be liable for cash advances or purchases by any unauthorised person using the card, up to a maximum of \$150. However, if you or the Principal unreasonably delay in notifying us, the Principal will be liable for all such cash advances and purchases that required a manual signature without limit. In either case, the Principal will not be liable for any cash advance or purchase requiring a manual signature made after we receive notice from you or the Principal.

The Principal will not be liable for any unauthorised transactions before you receive your card or the same transaction being incorrectly debited more than once to the card account.

- 24.3** No transaction entered into by you can be an unauthorised transaction for the purpose of this clause 24.

25 Internet and Phone Banking

- 25.1** You agree to these Internet and Phone Banking terms and conditions when you first use Internet and Phone Banking.

How to start using Internet and Phone Banking

- 25.2** You must register before you use Internet and Phone Banking for the first time. You may ask us to register you by visiting any of our branches or by phoning 13 22 66, 24 hours, 7 days a week.

For as long as you are registered, you may use Internet and Phone Banking to access the funds or credit in the card account and information about the card account. If you were registered for Internet and Phone Banking when you were issued with a card, you will be notified of this in writing care of the Principal's business address (or other nominated address).

- 25.3** When we register you for Internet and Phone Banking:
- (a) we give you an Internet and Phone Banking access number. The number may be the same as the number on your card;
 - (b) you can select and change your own Internet and Phone Banking security number when you use Phone Banking. You can change your Internet and Phone Banking security number and select and change your own Internet Banking password when you use Internet Banking. If you do not select one within the time we allow, we will issue an Internet and Phone Banking Security Number to you. If we issue an Internet and Phone Banking Security Number to

you, we tell you what the Internet and Phone Banking Security Number is by letter sent to the address held on our records. You can select your own Internet and Phone Banking Security Number when you use Internet or Phone Banking. For your security, we recommend that you select an Internet and Phone Banking Security Number that is different from any of your ATM/EFTPOS PINs. Refer to clause 5 regarding the security of your Internet and Phone Banking Security Number;

- (c) you will also be registered automatically for Secure Code Service.

25.4A Your Internet and Phone Banking access number, and your Internet and Phone Banking Security Number are the access methods for Phone Banking. Your Internet and Phone Banking access number, your Internet and Phone Banking Security Number and your Internet Banking password are the access methods for Internet Banking.

Subject to it being at our discretion whether to make available any of the following services, you can use your Internet and Phone Banking access methods to initiate EFT transactions on your EFT accounts with us, including, funds transfers, making BPAY Payments, ordering bank cheques, ordering telegraphic transfers and, if you are registered and your loan terms and conditions so allow, redrawing excess payments on your loan account. You can also use your access methods to access any other credit facility you have with us.

Also, if you register for BPAY View, you may use Internet Banking and BPAY View to view bills. Please refer to conditions 26.18 and 26.19 for further information.

- 25.4B** (a) When you use your Internet Banking Access Methods to initiate a transaction, certain Internet Banking transactions may be identified by us as “at risk” transactions.
- (b) At risk” transactions can only be performed and completed if they are authenticated by our Secure Code Service. This includes using the Secure Code provided by us for each “at risk” transaction. We will send the Secure Code to either your Australian mobile phone number by SMS or Australian landline telephone number by interactive voice response message.

- (c) If you are currently registered for Internet Banking, you will not be able to perform certain “at risk” transactions using Phone Banking.
- (d) In order to receive the Secure Code, you must:
 - provide us with a valid Australian mobile phone number or an Australian landline telephone number; and
 - choose your preferred method of delivery for the Secure Code - either via SMS or automated interactive voice response message.
- (e) If you do not provide us with a valid Australian mobile or landline telephone number, when you initiate an Internet Banking transaction that is an “at risk” transaction, you will not be able to complete that transaction.
- (f) You may from time to time change your preferred method of delivery for your Secure Code or your telephone number, or both, by following the instructions provided to you on Internet Banking.
- (g) It is your responsibility to inform us of any changes to the telephone number you have nominated to receive the Secure Code.
- (h) If, for some reason, you are unable to participate in our Secure Code Service, you may discuss with us your special circumstances by contacting the Internet Banking Helpdesk on 1300 605 266, 24 hours, 7 days a week.

25.5 We may cancel your access to Internet and Phone Banking at any time without prior notice. We inform you in writing after we cancel your access. We may refuse to give effect to any Internet and Phone Banking transaction requested by you without being required to give any reason or advance notice to you or the Principal. We may place your own Internet and Phone Banking access into an “inactive status” if you do not access them within 120 consecutive days. You can reactivate your access anytime by calling us on 1300 605 266, 24 hours, 7 days a week.

25.6 It is your and the Principal’s responsibility to obtain and maintain any electronic equipment (e.g. touch tone telephone or PC) which you may need to have for you to use Internet and Phone Banking.

Availability

25.7 We will make reasonable efforts to:

- ensure that Internet and Phone Banking is available during the hours specified by us from time to time; and

- ensure that information we make available to you through Internet and Phone Banking is correct.

Transaction processing and limits

25.8 We will email an electronic receipt for a BPAY Payment or a third party payment, if you ask us to make that payment at a later time and you ask us to send you an electronic receipt once we make the payment. Otherwise, you agree that we will not issue a receipt to you for BPAY Payments and third party payments you ask us to make from the card account at a later time. We issue an electronic receipt for other Internet and Phone Banking transactions at the time of the transaction.

However, an Internet and Phone Banking transaction may not be processed until the next batch processing day for the account on which you make the transaction.

25.9 We apply an overall \$1 million limit per EFT account on the sum of all Internet Banking and Phone Banking transactions on any one day on that EFT account. You cannot make a transfer of more than \$1 million by Internet or Phone Banking to a loan account at any time. Also, we apply the following daily limits on the following Internet Banking and Phone Banking transactions:

- the sum of \$25,000 for transfers from an EFT account used for business purposes by use of the Internet and Phone Banking access methods we issue to the person authorising the payment, rather than the Internet and Phone Banking access methods we issue to the business itself;
- the sum of \$25,000 for transfers to one, of our credit card accounts;
- \$15,000 per EFT account for BPAY Payments to certain BPAY Billers;
- \$100,000 per EFT account for BPAY Payments to any other BPAY Billers;
- the sum of \$30,000 for redraws on a loan account;
- the sum of \$100,000 for third party payments authorised under a form you sign and we approve;
- the sum of \$25,000 for third party payments where the payment particulars to the third party are set up online. Also, within this limit, we apply a daily limit of \$5,000 for the sum of third party payments to any one payee whose payment particulars are set up online; and
- there is a minimum redraw of \$500 on personal loan accounts.

We will tell you whether you can register to redraw on your loan by Internet and Phone Banking.

Also, we apply the following daily limits on the following Internet Banking transactions:

- the sum of \$25,000 for all bank cheques requested in a day by use of the access methods for Internet Banking. Also, within this limit, we apply a daily limit of \$5,000 for any one bank cheque requested;
- there is a minimum amount of \$100 and a maximum of \$50,000 for telegraphic transfer you request online for us to issue.

We tell the Principal in writing if we change these limits.

25.10 If you register for Internet and Phone Banking by phone, we may contact you (usually within one business day) to confirm your registration. We do this to ensure that it was you who registered so as to reduce the risk of fraudulent use of your EFT accounts. You can choose to set, or we may set a \$3,000 limit on the following Internet and Phone Banking transactions prior to our confirming your registration:

- BPAY Payments;
- third party payments.

The limits in clause 25.9 will apply to your Internet and Phone Banking transactions once we confirm your registration.

25.11 We will provide you with a transaction receipt number each time you make an Internet and Phone Banking transaction. You should record the transaction receipt number and it should be quoted if you have any queries in relation to the transactions.

25.12 If you are seeking Internet and Phone Banking access to an EFT account which requires two or more to sign, access to debit this account via funds transfer or BPAY will only be given if all authorised parties to the account have requested us in writing and we have approved the access.

25.13 You acknowledge and agree that we may record by whatever means and in accordance with the ePayments Code, the transactions which you effect via Internet and Phone Banking and that we may use these records to, amongst other things, establish or verify that a particular transaction was effected through the use of your Internet and Phone Banking access methods.

Security of your Internet and Phone Banking security number and Internet Banking password

25.14 You may be able to use Internet and Phone Banking to make third party payments from the card account. If you can use Internet and Phone Banking to make third party payments from the card account, you may use Internet and Phone

Banking to direct us to make a third party payment from the card account at a scheduled later time.

You must identify the BSB and the account number of the account to which you wish to make a third party payment. We rely on the BSB and account number only to make a third party payment from the card account.

You must take care to identify the correct BSB and account number for a third party payment. Otherwise, the payment may not be made to the correct account.

If you use Internet and Phone Banking to schedule making a third party payment from the card account at a later time, we can accept an order to stop or alter the payment only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the third party payment to be made. Otherwise, we will not accept an order to stop or alter a third party payment you schedule to make from the card account at a later time. Also, we will not accept an order to stop or alter any other third party payment once you have instructed us by Internet and Phone Banking to make that payment.

25.15 You may be able to use Internet and Phone Banking to transfer funds between your EFT accounts. If you can, use Internet and Phone Banking to transfer funds between your EFT accounts or to direct us to transfer funds between your EFT accounts at a scheduled later time.

If you use Internet and Phone Banking to schedule transferring funds between your EFT accounts at a later time, we can accept an order to stop or alter the transfer only if we receive your order before midnight on the Business Day immediately prior to the day on which you schedule the transfer to be made. Otherwise, we will not accept an order to stop or alter a transfer you schedule to make between your EFT accounts at a later time. Also, we will not accept an order to stop or alter any other transfer of funds you ask us to make between your EFT accounts once you have instructed us by Internet and Phone Banking to make that transfer.

26 BPAY® Scheme

26.1 This clause 26 (“BPAY Scheme Terms and Conditions”) applies if you ask us to make a payment on your behalf through the BPAY Scheme. We are a member of the BPAY Scheme.

26.2 The BPAY Scheme is an electronic payments scheme through which you can ask us whilst we are a member of that scheme to make payments on your behalf to organisations (“Billers”) who tell you that you can make

payments to them through the BPAY Scheme (“BPAY Payments”). We will tell you if we are no longer a member of the BPAY Scheme. You can make BPAY Payments if you have access to Internet and Phone Banking.

- 26.3** You may also receive or access bills or statements electronically (BPAY View) from participating Billers nominated by you by:
- (a) opening an email sent to you whenever a bill or statement is received by us with a link to our Internet Banking website; or
 - (b) accessing our Internet Banking website.

You may choose to make a BPAY Payment using Internet and Phone Banking or any other payment method accepted by the Biller.

We are a Biller and you may nominate us as a Biller for the purposes of BPAY View. You may be able to make a transfer from an account at another financial institution, which is a member of the BPAY Scheme, to your EFT accounts through the BPAY Scheme.

- 26.4** When you ask us to make a BPAY Payment, you must give us the information specified in clause 26.10 below. We will then debit the Account you specify with the amount of that BPAY Payment. We may decide not to make a BPAY Payment if there are not sufficient cleared funds in that EFT account at the time and when you tell us to make that payment.

When we make a BPAY Payment on your behalf we are not acting as your agent or the agent of the Biller to whom that payment is directed.

How to use the BPAY Scheme

- 26.5** You can ask us to make BPAY Payments from an EFT account you hold with us if the conditions of the account permit you to make withdrawals from that EFT account.

We may impose restrictions on the EFT accounts from which a BPAY Payment may be made. In addition to the limits specified in clause 25.9, a Biller may set limits on the amount of a BPAY Payment to that Biller. Some Billers will not accept payment from certain accounts (for example, credit card accounts).

- 26.6** If there is any inconsistency with the other conditions applying to your card account and the BPAY Scheme Terms and Conditions, then the BPAY Scheme Terms and Conditions will apply to the extent of that inconsistency.

- 26.7** When you use the card account to pay a bill through the BPAY Scheme, we treat the payment as a credit card purchase transaction.
- 26.8** A mistaken or erroneous payment received by a Biller does not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.

Valid payment direction

- 26.9** We will treat an instruction to make a BPAY Payment as authorised by you if, when it is given to us:
- (a) your Internet and Phone Banking Security Number and Internet and Phone Banking access number are entered, if you make the BPAY Payment by Phone Banking; or
 - (b) your Internet and Phone Banking Security Number, your Internet Banking password and Internet and Phone Banking access number are entered, if you make the BPAY Payment by Internet Banking.

Information you must give us

- 26.10** To instruct us to make a BPAY Payment, you must give us the following information:
- (a) the EFT account you want us to debit the payment from;
 - (b) the amount you wish to pay;
 - (c) the Biller Code of the Biller you wish to pay (this can be found on your bill); and
 - (d) your Customer Reference Number (this can be found on accounts or invoices you receive from Billers).

Instructions are given by entering the correct numbers into your touch-tone telephone (where you are using the phone) or your computer (where you are using the Internet).

- 26.11** We are not obliged to effect a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

Payments

- 26.12** You may use Internet and Phone Banking to direct us to make a BPAY Payment from your EFT account at a scheduled later time.

If you use Internet and Phone Banking to schedule making a BPAY Payment from your EFT account at a later time, we can accept an order to stop or alter the payment only if we

receive your order before midnight on the Business Day immediately prior to the day on which you schedule the BPAY Payment to be made. Otherwise, we will not accept an order to stop or alter a BPAY Payment you schedule to make from your EFT account at a later time. Also, we will not accept an order to stop any other BPAY Payment once you have instructed us to make that payment.

- 26.13** You should notify us immediately if you become aware that you may have made a mistake when instructing us to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your EFT account (except for a mistake as to the amount you mean to pay - for those errors see clause 26.17 below). Clauses 26.24 to 26.26 describe when and how we will arrange for such a BPAY Payment (other than in relation to a mistake as to the amount you must pay) to be refunded to you.
- 26.14** Subject to clause 26.35, Billers who participate in the BPAY Scheme have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed:
- (a) on the date you make that BPAY Payment, if you tell us to make the BPAY Payment before our Payment Cut-Off Time (see clause 26.35 below) on a Banking Business Day; or
 - (b) on the next Banking Business Day, if you tell us to make a BPAY Payment after our Payment Cut-Off Time (see clause 26.35 below) on a Banking Business Day, or on a non-Banking Business Day.
- 26.15** A delay might occur in the processing of a BPAY Payment where:
- (a) there is a public or bank holiday on the day after you tell us to make a BPAY Payment;
 - (b) you tell us to make a BPAY Payment either on a day which is not a Banking Business Day or after our Payment Cut-Off Time on a Banking Business Day;
 - (c) another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
 - (d) a Biller fails to comply with its obligations under the BPAY Scheme.
- 26.16** While it is expected that any delay in processing under this agreement for any reason set out in clause 26.15 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

- 26.17** You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment and you later discover that:
- (a) the amount you told us to pay was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or
 - (b) the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount actually paid to a Biller and the amount you needed to pay.

26.18 You may register to use BPAY View. You can register for BPAY View at our website: bankofmelbourne.com.au

26.19 If you register with BPAY View, whilst you are registered you:

- (a) agree to our disclosing to Billers nominated by you:
 - (i) such of your personal information (for example, your name, email address and the fact that you are our customer) as is necessary to enable Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
 - (ii) that an event in clause 26.20 (b), (c), (d), (e) or (f) has occurred;
- (b) agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our Internet Banking website and any link to a bill or statement;
- (c) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. Whilst you remain registered you may receive a paper bill or statement from the Biller only in the circumstances set out in clause 26.20. For the purposes of this clause, we are the agent for each Biller nominated by you under (a) above;
- (d) agree to direct to a Biller any enquiry relating to a bill you receive electronically from that Biller;
- (e) agree that the BPAY View terms in these clauses apply to you.

26.20 You may receive paper bills and statements from a Biller instead of electronic bills and statements:

- (a) at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or

statement to you if you ask for this in addition to an electronic form);

- (b) if you or a Biller de-register from BPAY View;
- (c) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- (d) if your email address is incorrect or cannot be found and your email is returned to us undelivered;
- (e) if we are aware that you are unable to access your email or our Internet Banking website or a link to a bill or statement for any reason;
- (f) if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for an extended period.

26.21 You agree that when using BPAY View:

- (a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
 - (i) when we receive confirmation that your server has received the email notification, whether or not you choose to access your email; and
 - (ii) at the email address nominated by you;
- (b) if you receive notification on our Internet Banking website without an email then that bill or statement is received by you:
 - (i) when a notification is posted on our Internet Banking website, whether or not you choose to access our website; and
 - (ii) at our Internet Banking website;
- (c) bills and statements delivered to you remain accessible through our Internet Banking website for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not;
- (d) you will contact the Biller direct if you have any queries in relation to bills or statements.

26.22 You must:

- (a) check your emails or our Internet Banking website at least weekly;
- (b) tell us if your contact details (including email address) change;
- (c) tell us if you are unable to access your email or our Internet Banking website or a link to a bill or statement for any reason;

- (d) ensure your mailbox can receive email notifications (for example, it has sufficient storage space available); and
- (e) arrange with the Biller to send your bills or statements by an alternative means if you no longer have an EFT Account with us.

Liability for mistaken payments, unauthorised transactions and fraud

26.23 BPAY participants undertake to promptly process BPAY Payments. You must tell us promptly:

- if you become aware of any delays or mistakes in processing your BPAY Payments;
- if you did not authorise a BPAY Payment that has been made from your EFT account; or
- if you think that you have been fraudulently induced to make a BPAY Payment.

We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in clauses 26.24 to 26.26. If the ePayments Code applies to your account and a BPAY Payment is made on your account without your knowledge or consent, liability for that unauthorised BPAY Payment will be determined in accordance with clause 25.20. Otherwise, except as set out in clauses 26.24 to 26.26 and clause 26.38, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.

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

26.25 If a BPAY Payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your EFT account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

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

26.26 If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment.

However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud-induced payment.

26.27 If a BPAY Payment you have made falls within the type described in clause 26.25 and also clauses 26.24 or 26.26, then we will apply the principles stated in clause 26.25.

If a BPAY Payment you have made falls within both the types described in clauses 26.24 and 26.26, then we will apply the principles stated in clause 26.26.

26.28 Your obligation under clauses 26.24 and 26.25 to pay us the amount of any mistaken or unauthorised payment (as applicable) is subject to any of your rights referred to in clause 26.38.

26.29 You indemnify us against any reasonable loss or damage we may suffer due to any claim, demand or action of any kind brought against us (but excluding to the extent due to our fraud, wilful misconduct or negligence) arising directly because you:

- (a) did not observe any of your obligations under the BPAY Scheme terms and conditions; or
- (b) acted negligently or fraudulently in connection with these conditions.

26.30 If you tell us that a BPAY Payment made from your account is unauthorised, you must first give us your written consent addressed to the Biller who received the BPAY Payment, consenting to us obtaining from the Biller information about your account with that Biller of the BPAY Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY Payment.

We are not obliged to investigate or rectify any BPAY Payment if you do not give us this consent. If you do not give us that consent, the Biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY Payment.

BPAY View billing errors

26.31 For the purposes of clauses 26.32 and 26.33, a BPAY View billing error means any of the following:

- (a) if you have successfully registered with BPAY View:
- failure to give you a bill (other than because you failed to view an available bill);
 - failure to give you a bill on time (other than because you failed to view an available bill on time);
 - giving a bill to the wrong person;
 - giving a bill with incorrect details.
- (b) if your BPAY View deregistration has failed for any reason:
- giving you a bill if you have unsuccessfully attempted to deregister.

26.32 You agree that if a BPAY View billing error occurs:

- (a) you must promptly upon becoming aware of the BPAY View billing error take all reasonable steps to minimise any loss or damage caused by the billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and
- (b) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment and as a result of the BPAY View billing error.

26.33 You agree that for the purposes of this condition you are responsible for a BPAY View billing error if the billing error occurs as a result of an act or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

Suspension

26.34 We may suspend your right to participate in the BPAY Scheme at any time if you or someone acting on your behalf is reasonably suspected of being fraudulent.

Cut-off times

26.35 If you tell us to make a BPAY Payment before the times specified in the box below, it will in most cases be treated as having been made on the same day.

Cut-off times: 7 days per week, 5.30pm (EST)

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

When a Biller cannot process your payment

- 26.36** If we are advised that your payment cannot be processed by a Biller, we will:
- (a) advise you of this;
 - (b) credit your account with the amount of the BPAY Payment; and
 - (c) if you ask us to do so, take all reasonable steps to assist you in making a BPAY Payment to that Biller as quickly as possible.

Account records

- 26.37** You should check your EFT account records carefully and promptly report to us as soon as you become aware of them, any BPAY Payments that you think are errors or are BPAY Payments that you did not authorise or you think were made by someone else without your permission.

Consequential damage

- 26.38** 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 or that code 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.

We are not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

Privacy

- 26.39** In addition to clause 26.19, if you register to use the BPAY Scheme, you agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) and any agent appointed by it from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:

- (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY Scheme;
- (b) such of your transactional information as is necessary to process, rectify or trace your BPAY Payments. Your BPAY Payments information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's financial institution and your information necessary to process your use of BPAY View, will be disclosed by BPAY Pty Ltd, through its agent, to the Biller. Also, we may disclose such of your transactional information as is necessary to rectify or trace a BPAY Payment you make by mistake to the Biller that received the payment and the Biller to whom you intended to make the payment or the financial institution of either or both Billers;
- (c) that an event in clause 26.20 (b), (c), (d), (e) or (f) has occurred.

You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme referred to in this clause 26.39, as necessary.

You can request access to your information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited at their contact details listed in clause 26.40.

If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment or use of BPAY View.

Definitions

26.40 For the purposes of this clause 26, Banking Business Day means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.

Payment Cut-Off Time means, with respect to a Banking Business Day, the time specified in clause 26.35 for that day.

BPAY means BPAY Pty Ltd ABN 69 079 137 518 of Level 6, 1 York Street Sydney 2000 Tel: (02) 8252 0500.

Cardlink Services Limited means Cardlink Services Limited ABN 60 003 311 644 of Cnr Park Road and South Parade Auburn 2144 Tel: (02) 9646 9222.

27 Electronic banking system malfunction

27.1 Alternative Procedure

If the electronic banking system malfunctions, alternative manual procedures may be available from the merchant for retail point of sale transactions by using the card and signing your authorisation of the transaction.

27.2 Liability

We are responsible for any direct loss caused by the failure of our electronic equipment or EFT system to complete a transaction accepted by our electronic equipment in accordance with your instructions.

Where you or the Principal should have been aware of the error, or that the electronic equipment or EFT system was unavailable for use or malfunctioning, our liability is limited to correcting errors in the card account and refunding any charges or fees imposed on the Principal as a result.

Please tell us about any service fault or difficulty with a terminal by calling our 24-hour hotline on 1800 772 266.

28 Resolving disputes

- 28.1** If you or the Principal have a complaint concerning matters covered by these conditions (including any apparent error in a transaction, or unauthorised transactions or an error on the statement) you or the Principal must tell us promptly as explained in conditions 6 and 14.
- 28.2** If we are unable to resolve the matter immediately, to the satisfaction of both the Principal and us, we will inform you or the Principal in writing of our procedures to investigate and handle the matter. You or the Principal should complete a Credit Card/Multi-Access Transaction Query (obtainable from any Bank of Melbourne retail branch) giving all relevant information concerning each transaction to be queried. We will notify you of the name and contact number of the person who is investigating your complaint.
- 28.3** If it is unclear whether you or the Principal have contributed to the loss, we will consider all reasonable evidence, including all reasonable explanations for the transaction occurring. (The fact that the card account has been accessed with the correct PIN or Internet or Phone Banking access methods, whilst significant, will not be conclusive evidence that you or the Principal have contributed to the loss.) We will not require you or the Principal to raise complaints or disputes in relation to the processing of EFT transactions with any other party to the shared EFT system. Where we have been notified by another party to the shared EFT system, or form the view that a transaction has been debited or credited incorrectly to the card account, we will investigate.

- 28.4** We tell you and the Principal either the outcome of our investigation or the fact that we need more time to complete our investigation. In the case of an EFT transaction, we do this in writing within 21 days of our receipt of the complaint. In all but exceptional cases we take less than 45 days to complete our investigation. (If it takes longer, we tell you and the Principal in writing.) In the case of an EFT transaction, if we seek to resolve the complaint by exercising our rights under the rules of a card scheme, in all but exceptional cases we take less than 60 days to complete our investigation. For other transactions, we will inform you and the Principal of the outcome of the investigation when the investigation is completed.
- 28.5** Where an investigation continues beyond 45 days, we will inform you and the Principal of the reasons for the delay, give you and the Principal monthly updates on the progress of the investigation and inform you and the Principal of a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and the Principal and we are waiting for that response.
- 28.6** In the case of an EFT transaction, if we are resolving the complaint under the rules of a card scheme and the investigation continues beyond 60 days, we will inform you and the Principal of the reasons for the delay, give you and the Principal updates once every two months on the progress of the investigation and inform you and the Principal of a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and the Principal and we are waiting for that response. The Principal's obligation to pay the amount that is the subject of the complaint and any credit and other charges related to that amount will be suspended until the complaint is resolved.
- 28.7** When we complete our investigation we advise you and the Principal in writing of the outcome and our reasons for our decision with reference to any relevant provisions of these conditions.
- 28.8** If we decide that the card account has been incorrectly debited or credited, we promptly adjust the card account (including any fees and charges) and tell you and the Principal in writing of the amount which has been debited or credited to the card account as a result. Any correction will be included in the next statement. We will also notify you and the Principal as soon as practicable after reversing an incorrect credit. If you or the Principal request, we will

provide further details about any corrections shown on the card account statement. If we decide that the card account has not been incorrectly debited or credited, or in the case of unauthorised transactions, that you or the Principal contributed to at least part of the loss (see condition 24), we provide you and the Principal with copies of any document or other evidence on which we based our decision.

28.9 If you or the Principal are not satisfied with our decision, you or the Principal may request a review of the decision by our senior management. Our complaints brochure sets out other avenues of dispute resolution that are available to you and the Principal. Also, you can ask for your complaint to be reviewed by a free, independent external dispute resolution scheme for resolving disputes between banks and customers. The contact details are listed on the back of this booklet. Please refer to our complaints brochure (available at branches or by ringing us) for more information.

28.10 If in relation to an EFT transaction we fail to observe these conditions when we allocate liability or when conducting our complaint investigation and dispute resolution procedures and as a result there is unreasonable delay or the outcome of our investigation is prejudiced, we will accept full liability for the amount that is the subject of the complaint.

29 What happens if there is a default?

Enforcement expenses may become payable under these conditions in the event of a default.

A default occurs under the facility if:

- the Principal doesn't pay any amount when it's due; or
- you or the Principal do any of the following and it has a material impact (as defined below):
 - don't comply with the law; or
 - give us incorrect, incomplete or misleading information in connection with your credit card; or
 - use the credit card for a purpose which we have not approved.

A default has a "material impact" if we reasonably consider that the event by its nature is material, or the event has had, or is likely to have, a material impact on:

- your or the Principal's ability to meet obligations under the facility (or our ability to assess this);
- our security risk (or our ability to assess this); or
- our legal risk or reputation.

If there is a default, we may do any one or more of the following:

- reduce the facility limit or cancel the facility; or
- reduce any card limit; or
- suspend the operation of the card account; or
- close the card account and require immediate payment of all amounts owed under it (including amounts accrued or charged but not yet debited to the account) that would not otherwise be immediately payable; or
- cancel any card; or
- require the return of any card.

Before we do any of these things, we will give the Principal at least 30 days' notice and an opportunity to correct any default that can be corrected (unless the law or an industry code to which we subscribe permit us to give shorter or no notice).

We don't have to give you any period to rectify the matter (or we can give you a shorter period) if:

- the default can't be rectified, or
- it's reasonable for us to act to manage a material and immediate risk relating to:
 - the default,
 - your particular circumstances, or
 - the value of the security interest in our favour.

If we close the facility we may use any money the Principal has in another account with us towards repaying any amount the Principal owes us under these conditions (this is known as "combining accounts").

We may combine accounts without giving the Principal any notice but we will tell the Principal promptly afterwards. Also the Principal must pay the reasonable enforcement expenses we reasonably incur in enforcing these conditions.

30 Closing the card account

The Principal may cancel any card or stop any card from being used, close the card account at any time by telling us in writing and returning all cards issued on the card account (cut in half for your and the Principal's protection). Refer to clause 32.2 for further details regarding the return of cards.

31 Cancellation or suspension of any card or the card account

We may suspend the operation of or cancel any card, the card account or the facility at any time.

We notify you and the Principal as soon as possible afterwards. Without limiting the reasons why we may do so, this may happen if:

- we reasonably consider you or the Principal induced us to issue any card, or provide the card account or the facility by fraud; or
- we reasonably believe a card is being used in a way that may cause loss to you, the Principal or us; or
- the card account becomes inactive and has a nil balance.

We may cancel any card issued to you if you die.

If we cancel your card, you must not use it and you or the Principal must immediately return it to us (cut in half for your and the Principal's protection).

32 Payment on closure or cancellation

32.1 You or the Principal must immediately return your card if the card account has been closed or your card has been cancelled in any circumstance.

32.2 The Principal must immediately return your card if the card account has been closed or the facility has been cancelled in any circumstance (subject to clause 31) and must immediately pay the balance owing on the card account (together with amounts for transactions not yet processed on the card account, accrued interest charges which have not yet been debited, government taxes and duties and other charges for the period up to closure or cancellation, and any of our fees and charges incurred before closure or cancellation - clause 24 applies if a card is used without your knowledge or consent during that period).

The Principal acknowledges that there is no agreement, arrangement or understanding between the Principal and us that we may demand repayment only when a particular event occurs or does not occur.

If the Principal cannot return the card to us, the Principal must give us reasonable evidence that you have taken all reasonable steps to have the card returned to us. The Principal remains responsible for all transactions made with a card until we receive that card or, if the Principal cannot obtain the card, until the later of:

- the date the Principal asked us to cancel the card; and
- when the Principal has taken all reasonable steps to have the card returned to us.

In any case the Principal remains liable for all transactions made with your card prior to the date, the Principal is no longer responsible for transactions made with your card, even if the transactions are debited to the Principal's card account after that date.

32.3 Also, the Principal must repay any credit provided between the time of closure or cancellation of the card account or any card issued on the card account and the time we receive back all cards or are satisfied the Principal has taken all reasonable steps to have all cards returned to us.

33 Assignment

We may assign or otherwise deal with our rights under this agreement in any way we consider appropriate. You and the Principal agree that we may disclose any information or documents we consider desirable to help us exercise this right. You and the Principal also agree that we may disclose information or documents at any time to a person to whom we assign, or are in negotiations with to assign, our rights under this agreement.

34 Cancellation of debit authorities on card account

If the card account is closed or the facility is cancelled you or the Principal must immediately notify in writing the institutions who have the authority to debit the card account. Until notification is given the Principal will be liable for any further debits to the card account.

35 Changes to these conditions

We may change these conditions as set out in this clause.

It is important that the contact details you and the Principal have given us are up to date. If they are not, we may not be able to notify you and the Principal of changes (although we will take reasonable steps to find you and the Principal).

(a) Changes we can make on a general basis.

We can make the following types of changes if we apply them to a class of customers or to a product type or feature:

- changes to the annual percentage rate (which includes the rate for purchases, cash advances and balance transfers);
- changes to how we calculate interest and how often we debit interest (including any interest free period);
- changes to payments (including changes to the amount, frequency, number of payments, the time of payment or how we calculate payments);
- changes to fees and charges (including introducing new fees and charges, changing the amount of them or the time of payment); and
- other changes which:
 - reflect changes in law, an official directive, or the guidelines or requirements of a regulator;
 - impose, remove or adjust transaction limits;

- reflect changes to our pricing;
- reflect changes to our business or technological systems;
- reflect current industry or market practice or conditions;
- are administrative or correct a mistake or omission;
- we reasonably think you or the Principal will benefit from; or
- are reasonably necessary to protect our legitimate interests.

(b) Changes we can make that will only apply to you

We can make some changes that will only apply to you and the Principal. These are:

- reducing the credit limit or cash advance limit; and
- other changes which:
 - reflect our risk associated with you, you and the Principal, the credit card and any security;
 - are administrative or correct a mistake or omission;
 - reflect changes to our business or technological systems; or
 - any other change which reduces your or the Principal's obligations or gives you or the Principal more time to pay us.

(c) How we notify you of other changes

- For a change that reduces your or the Principal's obligations or gives the Principal more time to pay us, we will notify the Principal as soon as reasonably possible (which may be before or when we send the next statement of account after the change takes effect).
- For a change to the annual percentage rate, we will notify the Principal on or before the day the change happens by sending the Principal a notice or by advertising the change in a national newspaper and providing the Principal with details in the next statement after the change takes effect.
- For a change in the amount of fees and charges or introduction of new fees or charges, we will notify the Principal at least 30 days prior by sending the Principal a notice or by advertising the change in a national newspaper and providing the Principal with details in the next statement after the change takes effect.

However, we do not have to give the Principal notice if the fee or charge is set by the government and they have published the change to the fee or charge.

- For a change that is a reduction in the credit limit or the cash advance limit or a refusal to authorise further transactions on the credit card, we will notify the Principal at least 30 days prior by sending a notice. However, we may make these changes without prior notice to the Principal if:
 - there is a default;
 - we believe that the use of the credit card may cause loss to you, the Principal or us; or
 - you have not used the credit card for 6 months, in which case, we will confirm these changes when we send the next statement of your card account after the changes take effect.
- For other changes, we will notify the Principal at least 30 days prior by sending a notice.
- For all changes other than changes to the annual percentage rate, we may give you shorter or no notice where it's reasonable for us to manage a material and immediate risk.
- Notices will be provided only to the Principal.

36 Non-Bank of Melbourne/Westpac/St.George/BankSA branded ATMs

Other financial institutions can determine from time to time what transactions can be carried out at their ATMs. You or the Principal should ask us about the range of those transactions from time to time.

A transaction fee may be payable if you use the card in a non-Bank of Melbourne/Westpac/St.George/BankSA branded ATM.

37 General Information

You and the Principal may obtain from a Bank of Melbourne Corporate & Business Bank branch, or by calling the numbers on the final page of these conditions, general information on:

- account opening procedures;
- our confidentiality obligations;
- dispute handling procedures;

- combining accounts;
- bank cheques;
- cheque and cheque clearing;
- EFT channels;
- the importance of promptly informing us if you are having financial difficulties;
- importance of reading the terms and conditions applying to the banking services you have obtained from us; and
- current interest rates, fees and charges.

38 GST

The Principal must increase the amount (“original amount”) of any payment due by it at any time under these conditions by an additional amount sufficient to cover any GST payable by us on the Principal’s payment, if not already included in the calculation of that original amount.

The total amount received by us, after discount for that amount of any GST payable by us on that total, must equal the original amount.

We will tell the Principal of any additional GST amount, if it has not already been set out in these conditions.

The Principal must pay as requested by us, any additional amount necessary to compensate us for any direct or indirect increase resulting from any GST in the cost to us of:

- carrying on the business connected with making, funding, maintaining or administering these conditions; or
- any possession, repair or sale of, or other dealing or action relating to, any property connected with these conditions or any security.

39 Our Reporting Obligations

We are required to identify certain US persons in order to meet account information reporting requirements under local and international laws.

If you or (where you are an entity) any office bearer* of the entity and/or any individual who holds an interest in the entity of more than 25% (a Controlling Person) are a US citizen or US tax resident, you must telephone 1300 667 156 at the time of accepting these Terms and Conditions. When

you contact us you will be asked to provide additional information about your US tax status and/or the US tax status of any Controlling Person which will constitute certification of US tax status for the purposes of the application to which these Terms and Conditions relate.

Unless you notify us that you and/or any Controlling Person are a US citizen or US tax resident as specified above, accepting these Terms and Conditions constitutes certification that you and/or any Controlling Person are not a US citizen or US tax resident.

If at any time after account opening, information in our possession suggests that you and/or any Controlling Person may be a US citizen or US tax resident, you may be contacted to provide further information on your US tax status and/or the US tax status of any Controlling Person. Failure to respond may lead to certain reporting requirements applying to the account.

* Director of a company, partner in a partnership, trustee of a trust, chairman, secretary or treasurer of an association or co-operative.

40 Appropriate use of our services

- (a) You warrant that your use of the services we provide will not breach any law of Australia or any other country.
- (b) Where we consider it necessary for us to meet our regulatory and compliance obligations:
 - (i) you must provide us with any information we reasonably request;
 - (ii) we will disclose information we hold to regulatory and law enforcement agencies, other financial institutions, third parties and members of the Westpac Group; and
 - (iii) we may delay, block or refuse to provide any of our services.

We will not be liable to you or any other person for any loss or damage of any kind that may be suffered as a result of us exercising our rights under this clause.

Emergency telephone numbers

Lost or stolen cards and lost, stolen or divulged PINS:

1800 772 266 (24-hours a day, seven days a week)

For overseas lost or stolen cards

Reverse charges to Australia:

(613) 9982 4156

(24-hours a day, seven days a week)

Please remember to promptly confirm your oral requests in writing to:

Bank of Melbourne Card Services Centre

GPO Box 1966

Melbourne VIC 3001

(03) 9182 4164

To activate your card:

1300 602 266

Important

Should you lose your card, immediately notify the 24-hour card service centre on **1800 772 266** 7 days a week (free call).

This document does not contain all the terms of the agreement applicable to the card or the facility. Further terms and information are in the Letter of Offer and the Principal Terms.

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Important

Should you lose your card, please immediately notify the 24-hour Card Service Centre hotline on **1800 772 266** days a week (free call).
61 3 9982 4156 outside Australia.

Credit Card Enquiries

Call 8.00am to 6.00pm (EST)
5 days a week on **13 82 66**

Disputes

If your complaint is not immediately resolved to your satisfaction, contact:

Senior Manager, Customer Relations

Locked Bag 20037

Melbourne VIC 3001

Telephone (metro): **03 9982 4150**

Telephone (non-metro): **1800 266 352**

If you are not satisfied with our response, you may be able to lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA's contact details are:

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678

Mail: Australian Financial Complaints Authority

GPO Box 3 Melbourne VIC 3001



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