

## Amplify Business Credit Card

Effective 27 June 2024, we're making changes to the Amplify Business Credit Card Conditions of Use. These changes include some that we consider will benefit you:

- Adding that, when we assign a date to a transaction, that date will be one that we consider "reasonably" appropriate (clause 13).
- At various points, we are making changes so that where you are required to take an action:
  - you should do it "promptly", rather than needing to do it "as soon as we ask you" (clause 5) or "immediately" (clauses 21, 30 and 35); or
  - we have removed reference to any timeframe for you to take the relevant action (clauses 32 and 33).
- Clarified that, if you breach the Conditions of Use, that breach must be "material" for us to cancel your promotional balance transfer rate (clause 42(b)).
- In the "Important Words" clause (49), we have simplified the definition of what constitutes a "cash advance", making it easier to understand what types of transactions we will treat as "cash advances" and how we make that determination.

Other changes we have made include:

- We have removed references to the *ePayments Code (Code)*, or some provisions taken from the Code, as the Code does not apply to this product.
- In clause 24.1 ("Liability for unauthorised transactions"), we have added a definition of "extreme carelessness" in relation to failing to protect a PIN.
- We have amended clause 36 ("Changes to these conditions") by:
  - in (b), combining points for simplification; and
  - in (c), amending it to say that we can only provide you less than the usual notice period of relevant changes where we "reasonably" believe that continued use of the Card may cause "material" loss to us.
- We have simplified the GST clause (41) to say that we will tell you if GST is payable, and the relevant amount.

- In clause 43 ("Appropriate use of our services") we have amended it to say that we may have liability to you under this clause for losses you suffer as a result of our fraud, negligence or wilful misconduct, as well as that of our related entities, contractors, employees, officers, contractors or agents.
- We have added our right to cancel a Card or block the Card Account where we reasonably believe the use of the account has caused harm (including financial abuse) to another person.
- We have updated 'ATM', 'CDM', 'terminal or electronic banking terminal' definitions, and added 'Westpac Group' and 'Westpac Group partner ATM' definitions.
- We have consolidated most ATM channel related information under one 'ATMs' section with simplification of content in other sections.
- Providing clarification of the Foreign Tax Residency disclosure requirements. We may be required to limit the services or products we provide to you, including but not limited to not originating a service or product to you.
- Providing clarification that the order in which we process transactions can affect how they are treated, including for the purpose of applying interest charges.

At the same time, we are also making changes to our Amplify Business Credit Card Rewards Terms and Conditions. These changes are to the wording in the Terms and Conditions, rather than changing how the program operates. Apart from minor wording changes, these changes include:

- clarifying:
  - the circumstances where we will not award Points (clause 5.2 in Part 1, and 7.3 in Part 2); and
  - that, while you have rights to exchange or return a reward (for example, if the reward is not as described), you cannot seek to exchange or return a reward simply because you change your mind (clause 8.10 in Part 1); and
  - the types of changes we can make to the Amplify Rewards program and its Terms and Conditions (clause 17, Part 1).
- providing you with a right, in certain circumstances, to a pro-rata refund of any fees paid for participating in the reward program for that year (clause 17.1 in Part 2); and
- amending the definition of "cash advance" to align with the change made to the Amplify Business Credit Card Conditions of Use (see above).

These changes above are not an exhaustive list. A full set of terms and conditions as they will apply following the amendments, are available at [bankofmelbourne.com.au/businesscreditcardupdates](https://bankofmelbourne.com.au/businesscreditcardupdates), by calling us on 13 82 66, or by visiting a branch.

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