



Bank of
Melbourne

Business Debit Cards.

Terms and Conditions and General Information.

Visa Debit Card

FreedomCard

Maestro®/Cirrus® ATM Card

Effective: 26 August 2019



This document contains the terms and conditions that apply to Bank of Melbourne Business Debit Card cardholders and to all transactions involving the use of that Business Debit Card (“terms and conditions”).

Please read the terms and conditions carefully as they will help you to:

- decide whether a Bank of Melbourne Business Debit Card will meet your needs; and
- compare the Bank of Melbourne Business Debit Card to other cards you may be considering.

Bank of Melbourne Business Debit Cards are issued by Bank of Melbourne – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.

You may contact us:

- by calling 13 82 66, 24 hours a day, 7 days a week
- by visiting our website: bankofmelbourne.com.au
- by visiting any of our Branches.

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1. Important Words.

Access Method means a method we authorise you to use to instruct us through Electronic Equipment to debit or credit an Account. It comprises the use of one or more of a Card, Card number or PIN 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.

Account means an account held by you with us and which can be accessed using your or an Additional Cardholder's Card.

Account Holder is the person(s) in whose name an Account is conducted and who is responsible for all transactions on the Account.

Account Signatory means, in respect of an Account, each person or persons the Account Holder authorised to operate the Account independently.

Additional Cardholder means any person to whom a Card has been issued at your request under clause 8.1.

ATM means an Automated Teller Machine owned by us or someone else.

Available Balance means the funds available for immediate withdrawal from your Account, subject to the Terms and Conditions governing your Account.

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

Branch means any Bank of Melbourne branch.

Business Day means a day we are open for business, but does not include Saturday, Sunday or any public holiday.

Business Debit Card or Card means:

- (a) any authorised card issued by us for your Account or which we allow you to link to your Account; and
- (b) includes any corresponding card that is loaded onto Electronic Equipment for the purpose of making a Contactless Transaction, and, for the purpose of these terms and conditions, each of (a) and (b) are considered to be one and the same Card.

Contactless Terminal means a Terminal which can be used to make a Contactless Transaction.

Contactless Transaction means a purchase transaction made by holding a Card (which is capable of making a Contactless Transaction) in front of a Contactless Terminal without having to insert or swipe it.

EFT Account means an Account from or to which you can transfer funds through Electronic Equipment by use of an Access Method.

eftpos means debit card payment system owned and administered by eftpos Payments Australia Ltd ABN 37 136 180 366.

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.

Email means electronic mail message.

Financial Institution means any bank, building society or credit union.

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

Including, 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.

Merchant means a supplier of goods or services purchased by use of a Card.

PIN means a personal identification number used in conjunction with a Card.

POS means point of sale.

Small Business has the meaning given to it in the Banking Code.

Terminal means an electronic device (including an ATM, cash dispenser unit, point of sale terminal, Contactless Terminal or any other electronic funds transfer device) in which a Card may be used to operate an Account, but does not include Internet and Phone Banking or Business Banking Online.

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 AFSL and Australian credit licence 233714 and its successors and assigns.

You means the Account Holder and, where appropriate, an Additional Cardholder.

2. About the terms and conditions.

- 2.1 These terms and conditions set out the terms and conditions that govern your Card and all transactions involving the use of that Card. Separate terms and conditions (for example relating to fees, charges and interest) apply to your Account. If there is any inconsistency between these terms and conditions and other terms and conditions, these terms and conditions will prevail. However, these terms and conditions will not apply to the extent they are inconsistent with or expressly overridden by the terms and conditions of the credit contract, if any, relating to an Account.
- 2.2 You should carefully read these terms and conditions and any other terms and conditions we give you, or have given you, that we inform you apply to your Card or Account.
- 2.3 The first time you or an Additional Cardholder signs a Card, activates a Card or authorises a transaction on an Account (including by using a Card) or make a cash withdrawal at any Financial Institution, you or the Additional Cardholders will automatically be agreeing to these terms and conditions. These terms and conditions then apply to all transactions on the Account made using that Card. If you do not agree with these terms and conditions, do not carry out or permit an Additional Cardholder to carry out a transaction. Instead, return all Cards (cut in half for your protection) to us.
- 2.4 The relevant provisions of the Banking Code apply to this document if you are a Small Business or an individual who isn't treated as a business under the Banking Code.
- 2.5 If any other information about a Card or an Account is made available, it may be accessed by:
 - (a) visiting our website:
bankofmelbourne.com.au; or
 - (b) calling Business Direct on the number listed on the outside of the back cover of these terms and conditions.

3. Changes to the terms and conditions.

- 3.1 These terms and conditions can be changed by us at any time if we change them in accordance with any applicable law or industry code to which we subscribe.
- 3.2 We will notify you of:
 - (a) any change to any of the matters specified in the terms and conditions; and

(b) any event that affects any of the matters specified in the terms and conditions, in the way set out on the following page.

3.3 The following table sets out when and how we will notify you about certain changes or events:

Type of change or event	Notification we will give you
<p>A If we:</p> <ul style="list-style-type: none"> (a) introduce a new fee or charge; or (b) increase any fee or charge; or (c) change the method of calculating interest; or (d) change the frequency that interest is debited or credited; or (e) change the minimum balance to which an account keeping fee applies; or (f) change the balance ranges within which interest rates apply to an Account; or (g) in relation to an EFT Transaction: <ul style="list-style-type: none"> (i) impose or increase charges relating solely to the use of an Access Method or for the issue of an additional or replacement Access Method; or (ii) increase your liability for losses relating to EFT Transactions; or (iii) vary the daily or periodic transaction limits on the use of an Access Method, Account or Electronic Equipment. 	<p>We will give written or electronic notice to you at least 30 days before the change or event takes effect.</p>

Type of change or event	Notification we will give you
<p>B If we make any other change to a term or condition.</p>	<p>We will give you notice via the media or in writing or electronically, as soon as reasonably possible (which may be before or after the change is made) or, if the change is unfavourable, 30 days in advance.</p>

- 3.4 We will notify you in one of the following ways:
- (a) in writing. We may write to you directly or notify you in the media, depending on the change to the terms and conditions; or
 - (b) electronically (if you agree); or
 - (c) in any other way agreed to by you; or
 - (d) by notifying your agent in any way agreed to by the agent.
- 3.5 If we need to give you written notice, we will regard that notice as given to you 7 Business Days after we post it by ordinary mail to the mailing address we have last recorded. If you change your address and don't tell us, you will be considered to be notified if we write to the old address.
- 3.6 If the Government introduces or changes a Government charge payable directly or indirectly by you, you agree to receiving notice in the media or in writing.
- 3.7 If you agree, we may use electronic means to communicate with you. For example, sending you electronic statements, written notices or other communications about our products and services.
- 3.8 We need not give you any notice where a change has to be made to maintain or restore the security of our systems or an Account or where you cannot reasonably be located.
- 3.9 We can give you a shorter notice period (or no notice) where we believe doing so is necessary for us to avoid, or to reduce, a material increase in our credit risk or our loss.

4. Features and benefits of Cards.

Type of Card	Features and benefits
Business Visa Debit Card	<ul style="list-style-type: none">• Draw directly on your own money from your Account in Australia and around the world – anywhere Visa is accepted.• Make purchases online, over the phone or through mail order by quoting the Business Visa Debit Card number wherever Visa is accepted.• Make purchases online by quoting the Business Visa Debit card number wherever eftpos is accepted.• Make purchases at Terminals in Australia and around the world by selecting the 'credit' or 'Visa Debit' option' – wherever Visa is accepted.• Make purchases at POS terminals within Australia by selecting 'cheque//savings' option. Withdraw cash at the same time at some retail or service outlets by selecting 'cheque//savings' option and entering your PIN.• Make Contactless Transactions at Contactless Terminals for a simple and fast payment option. There is no need to enter a PIN or sign (where this option is available) for purchases under \$100.00.• Make Account enquiries at Bank of Melbourne or other banks' ATMs.• Link up to two eligible Accounts to the one Card.

Type of Card	Features and benefits
Freedom Card	<ul style="list-style-type: none"> ● Draw directly on your own money from your Account almost anywhere in the world using the PLUS ATM Network. ● Make purchases at POS terminals within Australia by selecting 'cheque/'savings' option. Withdraw cash at the same time at some retail or service outlets by selecting 'cheque/'savings' option and entering your PIN. ● Make purchases by holding your Freedom card in front of the contactless terminal (where available) and wait for the transaction to be confirmed. There is no need to sign or enter a PIN for purchases \$100 or less. ● Make purchases online – by using the Freedom card number and expiry date on the front of your card wherever eftpos is accepted. ● Make Account enquiries at Bank of Melbourne and other banks' ATMs. ● Link up to two eligible Accounts to the one Card.
Maestro/Cirrus	<ul style="list-style-type: none"> ● Draw directly on your own money from your Account almost anywhere in the world using the Cirrus ATM network. ● Make purchases using money from your Account using the Maestro POS network. ● Make Account enquiries at Bank of Melbourne and other banks' ATMs. ● Maestro and Cirrus international networks allow access to one Account per Card only and do not permit access to Visa Debit Cards and Bank of Melbourne Visa Credit Card accounts.

5. Issue of a Card.

- 5.1 Issue of a Card is at our discretion and eligibility criteria may apply. Some Cards cannot be used on some Accounts. Contact your nearest Branch for further details.

6. Card Expiry.

- 6.1 There is an expiry date on a Card and you must not use a Card after that date. We may issue you and any Additional Cardholder with a new Card with a later expiry date before the original Card expires unless you ask us in writing not to do so.

7. Using your Card and Authorisations.

- 7.1 You can use your Card at a Terminal to withdraw cash or at Terminals to purchase goods or services from a Merchant. For Business Visa Debit Cards, if you have a credit facility on your Account, you can access that credit facility.
- 7.2 Merchants or other institutions may impose restrictions on the use of a Card in addition to these terms and conditions.
- 7.3 Where a Card has been issued, you can use the Card to operate the Account.
- 7.4 We will not allow a person to operate on an Account until his or her identity has been verified in accordance with our procedures.
- 7.5 For security reasons, we may require identification to verify the identity of a Cardholder if a Card is used to request a withdrawal from an Account.
- 7.6 A Card must not be used for any unlawful purpose, including the purchase of goods or services prohibited by local law applicable in the cardholder's jurisdiction.
- 7.7 We will not be responsible if an electronic banking Terminal does not accept your instructions or your Card fails to work in the Terminal, such as where your Card is faulty, or an electronic banking Terminal malfunctions or is unavailable.
- 7.8 When a Card is used to make a purchase and either the 'credit' or 'Visa Debit' option is selected on a Terminal, the Card is used at a Contactless Terminal or the Card number is used, the transaction may need authorisation from us.

We may choose not to authorise a proposed transaction. If we give an authorisation, we reduce the Available Balance by up to the amount of the authorisation. Some Merchants, for example, hotels and car rental agencies, may request confirmation that your Account has sufficient Available Balance to meet the estimated cost of goods and services they will supply. We treat the request as a request for authorisation. Once the authorisation is given, the Available

Balance is reduced by up to the amount of the estimated cost of the goods and services.

This means, even though the balance of your Account is a certain amount, you may find you have a reduced Available Balance (including no Available Balance). When the goods and services have been supplied, the Merchants may request a subsequent authorisation for the actual costs. This may have the effect of reducing the Available Balance by the sum of multiple authorisation amounts. You should ensure that the Merchants cancel the original authorisations.

- 7.9 A Card purchase transaction made by selecting the 'credit' or 'Visa Debit' option on a Terminal or made at a Contactless Terminal may take some weeks to be processed and debited to your Account. If we gave an authorisation for the purchase or payment, the Available Balance of your Account may be less than the balance of your Account. Please consider this whenever you obtain a statement or a mini transaction history or a balance of your Account.

8. Additional Cardholders.

- 8.1 You may apply to have an Additional Cardholder operate on your Account with a Card. Approval is at our discretion. If we approve your application, then while the authority is in force, you are responsible and liable for all transactions carried out, and any debts incurred, by use of a Card on your Account by an Additional Cardholder. Your Account will be debited with all transactions carried out by use of the Card by any Additional Cardholder. Accordingly, you are responsible for these transactions as if you had made them yourself.
- 8.2 You should ensure that any Additional Cardholder has read these terms and conditions and the terms and conditions applying to your Account and understands that they have the same obligations as you.
- 8.3 You consent to us giving any Additional Cardholder information about your Account.

9. Cancelling, returning or stopping a Card.

- 9.1 We own any Card we issue. You must tell us in writing if you want to cancel any Card (including any Card you asked us to issue to an Additional Cardholder) or stop that Card from being used. You must return that Card to us or, if you cannot readily do so, you must take all reasonable steps to have

it returned to us. If you cannot return that Card to us, you must give us reasonable evidence that you have taken all reasonable steps to have the Card returned to us. You remain responsible for all transactions made with that Card until we receive the Card or, if you cannot obtain the Card, until the later of:

- the date you ask us to cancel the Card; and
- when you have taken all reasonable steps to have the Card returned to us.

9.2 We may cancel any Card and suspend the operation of an Account on which we issued a Card to you or at your direction, at any time without notice for any reason. We will notify you as soon as possible afterwards. Without limiting the reasons why we may do so, this may happen if:

- (a) we reasonably consider you induced us to issue a Card by fraud; or
- (b) we believe the Card is being used in a way that may cause loss to you or us.

9.3 If your Account is closed or your Card is cancelled, returned or stopped, you remain liable for any transaction amounts not yet processed on your Account.

9.4 You must not use your Card and you must return all Cards we issued on your Account (cut in half for your protection) as soon as possible if:

- (a) we close the Account on which we issued the Card; or
- (b) we cancel the Card; or
- (c) we request you to do so.

9.5 If an Additional Cardholder dies, you agree to return the Card we issued to him or her, without delay, even if we do not ask for the Card to be returned.

10. Foreign Currency Transactions.

10.1. Fees apply to each foreign currency transaction made with a Card on your Account. Please refer to the terms and conditions of your Account.

10.2. For foreign currency Card transactions:

- (a) when a Card is used to make a foreign currency transaction processed by Visa International, the transaction is converted into Australian dollars by Visa International using:

- a rate Visa International selects from the range of rates available to it in wholesale currency markets or the date on which Visa International processes the transaction. The rate Visa International selects may vary from the rates Visa International receives itself; or
 - a rate a government requires Visa International to apply to the conversion as at the date Visa International processes the transaction, Visa International may convert a foreign currency transaction into US dollars prior to converting it into Australian dollars.
- (b) when a Card is used to make a foreign currency transaction processed by Mastercard® International on your Account by use of the Maestro POS or the Cirrus ATM network, the transaction is converted into Australian dollars by Mastercard International at the conversion rate or rates Mastercard International applies at the date it processes the transaction. Mastercard International may convert a foreign currency transaction into US dollars prior to converting it into Australian dollars.

11. Security of your Card and PIN.

11.1 The security of your Card and PIN is very important as they are comparable to your signature on a cheque. You must make every effort to see that your Card and any record of your PIN are not misused, lost or stolen. If you fail to ensure the security of your PIN your liability is determined under clause 13.

Your obligations.

11.2 You must:

- (a) sign your Card as soon as you receive it;
- (b) not record your PIN on your Card or on any article normally carried with your Card and which is liable to loss or theft with your Card;
- (c) not permit any other person to use your Card;
- (d) not disclose your PIN or make it available to any other person (including a family member, a friend or one of our staff); and
- (e) use care to prevent anyone else seeing your PIN being entered into a Terminal.

Your own Personal PIN.

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

Can you record a memory aid for your PIN?

- 11.4 If you require a memory aid to recall your PIN 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:
- (a) not to record your disguised PIN on your Card;
 - (b) not to disguise your PIN by reversing the number sequence;
 - (c) not to describe your disguised record as a "PIN record" or similar;
 - (d) not to disguise your PIN using alphabetical characters or numbers:
A = 1, B = 2, C = 3, etc;
 - (e) not to select or disguise your PIN using any of the following combinations (or parts of them):
 - (i) dates of birth;
 - (ii) personal telephone numbers;
 - (iii) car registration numbers;
 - (iv) your name or family members' names;
 - (v) social security numbers;
 - (vi) licence numbers; and
 - (f) not to store your PIN in any low security electronic device of any kind, such as (but not limited to):
 - (i) calculators;
 - (ii) personal computers; or
 - (iii) electronic organisers.
- 11.5 There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your PIN. You must exercise extreme care if you decide to record a memory aid for your PIN.

If your Card is lost or stolen or your PIN is revealed.

- 11.6 You must tell us as soon as possible if your Card is lost or stolen or you suspect that your PIN is known to someone else or you suspect any unauthorised use of the Card.
- 11.7 You may notify us by telephoning our 24 hour hotline on the outside of the back cover of these terms and conditions.
- 11.8 If you do not notify us you may be liable for unauthorised use – see clause 13.
- 11.9 You will need to give us all relevant information you may have, so that we can suspend Card access to your Account. You must confirm in writing any notice you give us by telephone. A failure to do so will not affect your liability for unauthorised transactions, however, it will help us to effectively deal with your report.
- 11.10 When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.
- 11.11 If you are unable to report to us because our facilities are unavailable, you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell us. However, you must tell us within a reasonable time after our facilities become available again. If a Card which has been reported lost or stolen is recovered, it must not be used again. Cut it up and return it to us or destroy it securely.

12. Permitted disclosure of a PIN.

- 12.1 If you want a third party to collect information about your Accounts from us so that it can be aggregated with information about accounts you have, you may be asked to give details of your PIN. Before doing so you must check that the third party is approved by us. We will not treat the disclosure of your PIN to a third party we have approved as a breach by you of clause 11 (Security of your Card and PIN).

13. Liability for unauthorised transactions.

PIN Transactions.

- 13.1 You are not liable for unauthorised transactions by use of a Card and PIN if it is clear that you did not contribute to

the losses resulting from those transactions. Otherwise your liability will normally be limited to:

- (a) \$150; or
- (b) the balance of your Account on which the unauthorised transactions were made and to which you have access by use of your Card and PIN, including any agreed line of credit; or
- (c) the actual loss incurred,

whichever is the smallest amount. In some circumstances you may be liable for a greater amount of unauthorised transactions by use of a Card and PIN. Please refer to clauses 13.3, 13.5 and 13.8 for details of those circumstances.

13.2 You are not liable for losses caused by:

- (a) unauthorised transactions which occur after you have given us notice as required by clause 11.6;
- (b) for transactions requiring the use of a Card or a Card and PIN, unauthorised transactions before you receive your Card and/or PIN (including a replacement or reissued Card or PIN). For the avoidance of doubt, receiving a PIN includes setting a PIN for the first time when your Card is first issued; or
- (c) the same transaction being incorrectly debited more than once to the same Account.

When you will be liable.

13.3 You will be liable for unauthorised transactions if you have contributed to the unauthorised use because you:

- (a) voluntarily disclosed your PIN to anyone, including a family member or friend; or
- (b) indicated your PIN on your Card; or
- (c) kept a record of your PIN (without making any reasonable attempt to disguise the PIN) with any article carried with your Card or liable to loss or theft simultaneously with your Card; or
- (d) selected a PIN which represents your birth date or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such a PIN; or
- (e) acted with extreme carelessness in failing to protect the security of your PIN.

- 13.4 Your liability under clause 13.3 will not exceed the smallest of:
- (a) the actual loss incurred up to the time we are notified of the loss or theft of your Card or the time we are notified of the existence of unauthorised transactions; or
 - (b) the funds available in your Account including any agreed line of credit; or
 - (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.
- 13.5 You will be liable for unauthorised transactions if you have contributed to the unauthorised transaction because you unreasonably delayed in notifying us that:
- (a) your Card has been lost, stolen or misused; or
 - (b) your PIN has become known to someone else.
- 13.6 You will be liable for any losses directly attributed to that delay that were incurred before notification referred to in clause 13.5. Your liability for these losses will not exceed the smallest of:
- (a) the actual loss which could have been prevented from occurring in the period between when you became aware of the events described above and the time we were actually notified; or
 - (b) the funds available in your Account; or
 - (c) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.
- 13.7 Your 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).

Liability for Card transactions without a PIN.

- 13.8 Liability for unauthorised transactions by use of a Card and PIN without a manual signature are covered by clauses 13.1 to 13.7. Liability for unauthorised transactions conducted by the use of a Card and that require a manual signature are covered by this clause 13.8. Clauses 11.1 to 11.5 set out your obligations for maintaining the security of your Card. Clauses 11.6 to 11.11 set out your obligations if you lose your Card or if

your Card is stolen or you suspect any unauthorised use of the Card.

Please read clauses 11.1 to 11.11 carefully. If you do not meet the obligations in clauses 11.1 to 11.5, you are liable for any unauthorised transactions conducted by use of a Card and that required a manual signature. Also, you are liable for any unauthorised transactions, conducted by use of a Card and that required a manual signature, made prior to you notifying us that your Card is lost or stolen.

You are not liable for losses caused by:

- (a) unauthorised transactions which occur after you have given us notice in accordance with clause 11.6;
- (b) unauthorised transactions before you receive your Card; or
- (c) the same transaction being incorrectly debited more than once to the same Account.

14. Using a Terminal.

14.1 When you use the Card or the Card and PIN at a Terminal, you authorise us to act on the instructions entered into the Terminal. 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 the Card at a Contactless Terminal and before you enter your PIN at a Terminal. By signing a voucher or transaction record or entering your PIN or otherwise using the Card at the Terminal, you indicate your agreement that the transaction amount is correct.

There may be short periods when transactions will not be available when we are maintaining our systems. If it is not possible to carry out the instructions you give a Terminal using your Card, the transaction will not be accepted.

14.2 A Card may be deactivated or retained in a Terminal if you enter an incorrect PIN 3 times during the one day at any combination of Terminals.

14.3 Money is at your risk when it becomes visible or available to you at an ATM.

14.4 A transaction made at a Terminal is processed as soon as practicable after the transaction. This is not necessarily the same day as the transaction.

15. Withdrawal Limits.

15.1 Daily Withdrawal Limit.

The maximum amount of cash you can obtain with a Card and PIN through ATM and POS on any one day is \$1,000. We will tell you in writing if we change this limit. We emphasise that any cash you obtain through POS makes up a part of your daily cash limit.

The daily cash limits do not apply to:

- PIN pad transactions at our Branches;
- any transactions made through a Terminal when the 'credit' or 'Visa Debit' option is selected;
- any transaction made at a Contactless Terminal processed through Visa;
- any online transaction processed through Visa; and
- vouchers manually processed by a Merchant accepting a Card.

15.2 Daily Purchase Limit.

The daily cash limit in clause 15.1 applies to cash withdrawal and purchase transactions through a Terminal at any Merchant that conducts a gaming or betting business. Otherwise, the maximum amount of value you can obtain with your Card or Card and PIN for purchases of goods or services through a Terminal on any one day is \$8,000 or such other amount as we determine from time to time ("daily purchase limit"). We may change these limits at any time. If we do so, we will give you notice in accordance with clause 3. You (Account Holder) can nominate the limits of a Card in the Card application. You (including any Card user for your Account) can ask us to change any of these limits for your own Card (up to the maximum limit we agree) through Internet Banking (if available) or by calling us or visiting a Branch. Bear in mind that when you (including a Card user) increase a limit, the Account Holder may be at risk of larger financial losses in the event of unauthorised transactions.

Transaction limits apply to the use of the 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.

- 15.3 If you are using one of our ATMs the minimum withdrawal of cash in any transaction is \$20 (subject to note denominations available).

- 15.4 When another ATM is used, the maximum and minimum withdrawals are determined according to the relevant financial institution and additional fees for each transaction may be incurred by you.
- 15.5 We do not accept any responsibility for an operator of another ATM imposing restrictions or conditions on the use of an ATM.
- 15.6 For the purpose of this clause 15, each day ends at 12 midnight Eastern Standard Time or 12 midnight Eastern Summer Time whilst daylight saving is in effect in New South Wales.

16. Fees and Charges.

- 16.1 Fees and Charges are payable to us on your Account(s), including in relation to the use of your Card.

The terms and conditions of your Account show current fees and charges (including Government charges) on Accounts and includes fees charged by us relating to the use of your Card.

Information of current standard fees and charges is also available on request.

- 16.2 A Merchant may charge a surcharge fee for accepting payments by Card.
- 16.3 We reserve the right to charge any Account with any fee or charge payable to us by you in relation to your Card.

17. Statements of Account.

- 17.1 We will send you statements of account in accordance with the terms and conditions that apply to your Account. That means we will send a statement at least every 6 months (unless we are not required to do so under the terms and conditions that apply to your Account).
- 17.2 You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us.
- 17.3 In some circumstances, card scheme rules allow us to charge a transaction on the Card 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 Card. If it is available,

we will claim a chargeback right for a transaction on your Card 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.

Any right of chargeback we may have under card scheme rules may be lost if you do not:

- inform us promptly that you wish to dispute a Card transaction; and
- provide us with any information or material we require to support a chargeback.

18. Problems, Disputes and Complaints.

What to do if you have a problem or dispute.

- 18.1 If you're ever unhappy about something we've done – or perhaps not done – please give us the opportunity to put things right.

Where possible, we will attempt to resolve your complaint on the spot. And if we need to take some additional time to get back to you, we will let you know.

In the event we can't resolve your concern at your first point of contact, we will refer the complaint to our dedicated Customer Experience team.

Our Customer Experience Manager's aim is to respond to your complaint as quickly as possible, however some complaints may take longer to resolve than others. We will keep you informed as to the progress of your complaint.

You can contact us by:

Call: 13 22 66

Visit: bankofmelbourne.com.au, scroll down to 'Contact Us' at the bottom of the page, then click 'Feedback and Complaints'.

Email: bomcustomerexperience@bankofmelbourne.com.au

Mail: Bank of Melbourne Customer Experience,
Level 5, 150 Collins Street, Melbourne VIC 3000

- 18.2 If we do not immediately resolve your complaint to your satisfaction, we will advise you in writing of our procedures for investigating and handling complaints. We will notify you of the name and contact number of the person who is investigating your complaint.
- 18.3 Normally, we will complete the investigation of your complaint and inform you of the results of our investigation within 21 days of receiving a complaint. Unless there are exceptional circumstances, we will complete our investigation within 45 days.
- 18.4 Where an investigation continues beyond 45 days, we will inform you of the reasons for the delay, give you monthly updates on the progress of the investigation and a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and we are waiting for that response.

If you are still unhappy.

- 18.5 If you are unhappy with the outcome of your complaint, then please feel free to contact our Westpac Group Customer Advocate.

The role of the Customer Advocate is to provide an objective and independent review of the outcome.

The Westpac Group Customer Advocate can be contacted by Email: customeradvocate@bankofmelbourne.com.au

Information to include in your correspondence:

- Your customer number and complaint reference number
- Your preferred contact details
- A brief description of your complaint

- 18.6 If you are not satisfied with our response or handling of your complaint, you may be able to lodge a complaint with the free, independent external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA). AFCA's details are set out below.

Australian Financial Complaints Authority

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority
GPO Box 3 Melbourne VIC 3001.

Errors.

- 18.7 If you believe an error has been made, please notify us. We will correct any error that is found to be ours as soon as possible.
- 18.8 If you have a problem or complaint about your Card, you should speak to our Customer Service personnel. You can do this by:
- (a) contacting the Branch where the problem arose; or
 - (b) phoning the General Customer Enquiries phone number listed on the outside of the back cover of these terms and conditions.
- 18.9 To assist us in resolving your problem or complaint, you should:
- (a) report it promptly;
 - (b) state clearly the nature of the problem or your particular grievance; and
 - (c) have available all documents and background information.

EFT Transactions.

- 18.10 If it is unclear whether you have contributed to any loss that is the subject of any complaint you make to us, we will consider all reasonable evidence, including all reasonable explanations for a transaction occurring. The fact that your Account has been accessed with a PIN, whilst significant, will not be conclusive evidence that you have contributed to any loss.
- 18.11 We will not require you to raise complaints or disputes in relation to the processing of EFT Transactions with any other party to the shared EFT System (such as a retailer or a Merchant).
- 18.12 We will inform you in writing of our decision relating to an EFT Transaction dispute and, if the dispute is not resolved to your satisfaction, any further action you can take to resolve the dispute. We will inform you in writing of our decision relating to any other dispute, unless we agree with you that the notice can be given verbally.
- 18.13 If, in relation to an EFT Transaction, we fail to observe these terms and 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.

- 18.14 If you have a complaint which relates to the Bpay® Scheme, and you are not an individual or Small Business, then we will resolve your dispute in accordance with dispute resolution procedures established under the Bpay Scheme.

19. Trade Practices.

Nothing in these terms and conditions has the effect of excluding, restricting or modifying any rights which by law cannot be excluded, restricted or modified.

20. Appropriate Use of our Services.

You warrant that your use of the services we provide will not breach any law of Australia or any other country. Where we consider it necessary for us to meet our regulatory and compliance obligations:

- (a) you must provide us with any information we reasonably request;
- (b) we will disclose information we hold to regulatory and law enforcement agencies, other financial institutions, third parties and members of the Westpac Group; and
- (c) 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.

21. GST.

- 21.1 We tell you if any fees we charge you are GST inclusive.
- 21.2 If there is a situation in which we are required to pay GST on a payment you make to us, you agree to increase the amount of the payment to include the GST amount.
- 21.3 We will tell you of any additional GST amount you must make on a payment.

22. Electronic Banking System Malfunction.

- 22.1 We are responsible for loss caused by the failure of our Electronic Equipment or EFT System to complete a transaction accepted by our Electronic Equipment or the EFT System in accordance with your instructions.

- 22.2 Where you should have been aware that the Electronic Equipment or EFT System was unavailable for use or malfunctioning, and your instructions are accepted, our liability may be limited to the correction of any errors in the Account, and the refund of any charges or fees imposed on you as a result.
- 22.3 We will correct the loss by making any necessary adjustment to the appropriate Account (including adjustment of interest or fees as a result of the malfunction).
- 22.4 Please tell us about any service fault or difficulty with Electronic Equipment or the EFT System or a Terminal by calling our 24 hour hotline listed on the outside of the back cover of these terms and conditions.

23. Foreign Tax Residents.

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. We may ask you whether you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident from time to time, such as when you open an account with us, or if your circumstances change. If you do not provide this information to us we may be required to limit the services we provide to you.

Unless you tell us otherwise, by completing any application, you certify that any shareholder, named beneficiary, settlor or controlling person is not a foreign tax resident. You must tell us if you, or any shareholder, named beneficiary, settlor or controlling person is, or becomes, a foreign tax resident (unless an exemption applies, such as for shareholders of listed companies). Where there are no named beneficiaries (eg for beneficiaries identified only as a class) you must tell us if a beneficiary is a foreign tax resident immediately when any decision is made to identify and make a distribution to them. You may contact us to provide foreign tax residence information by calling 1300 725 863.

We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

General Descriptive Information.

The following general descriptive information is for the guidance of customers of the Bank. It is not a complete statement of the matters it deals with.

Some aspects of the law that it covers are not settled. You should seek advice if you have any query on these matters. Also, we can make available to you general information about our account opening procedures and complaint handling procedures.

We recommend that you read these terms and conditions before you enter into the relevant contract with us.

Privacy.

We handle your personal information in accordance with the privacy statement in the application form for the product or service applied for. You can obtain a copy of the privacy policy by asking at any Bank of Melbourne Branch or by calling Business Direct on the number listed on the outside of the back cover of these terms and conditions.

Our privacy policy is also available by visiting our website:

bankofmelbourne.com.au

If you are in Financial Difficulties.

If you owe us money, we recommend that you tell us promptly if you are in financial difficulty.



Bank of
Melbourne

Bank of Melbourne Business Direct 13 82 66.

Important.

Should you lose your Card, please immediately notify the 24-hour Card Service Centre on 1800 772 266, seven days a week (free call).

For General Customer Enquiries, please call 13 82 66, 24 hours a day, seven days a week.

 **Bank of Melbourne**