



**Bank of  
Melbourne**

# **Corporate Mastercard<sup>®</sup>**

**Conditions of Use**

Effective Date: **27 June 2024**

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# 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

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.

# **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") or the Corporate Mastercard Conditions of Use as at 2 August 2021 ("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.

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 properly 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).

Unless not required to, we will give you a monthly statement for each card.

You have to pay at least the minimum payment shown on each statement by the due date. However, if you are making repayments by our Automatic Payment Plan, unless we agree otherwise, we will debit the entire closing balance specified on each statement (see clause 20 below).

### **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; and
- 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 properly debited relating to the card account.

## **You may be liable for unauthorised transactions**

Generally, you will be liable for unauthorised transactions if it's clear you or the cardholder contributed to the unauthorised transaction or the unauthorised use of the card as set out in these Conditions of Use. 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 terms of the policy.

## **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 (e.g. the cardholder voluntarily disclosed a security number or was extremely careless in protecting the security of a security number); or
- 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 may 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; or
  - 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; or
- 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, or where we reasonably believe the use of an account has caused harm (including financial abuse) to another person, or 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 Complimentary Insurance Policy Information Booklet 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 operated by Westpac Group or someone else.

**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 under this agreement 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 when we are open for normal banking business in your State or Territory, other than a Saturday, Sunday or public holiday.

**Bank@Post™** includes selected Australia Post Offices where you can deposit or withdraw cash and check your account balance.

**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 established in the name of the Principal on which a card is made available and against which 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 where you:

- withdraw cash;
- pay for items we consider to be equivalent to cash (for example: foreign currency including cryptocurrency, travellers cheques, money orders or stored value cards;
- transfer funds to another account or stored value card (for example a bank account, trading account or prepaid card) except where this is done as a Balance Transfer;
- pay bills over the counter or through a third party (other than BPAY); or
- pay a Merchant that provides gambling services and products, including Merchants that sell lottery tickets.

We classify transactions using information provided to us by the card scheme (Visa or Mastercard), which tells us about the main type of business conducted by the Merchant. All transactions with Merchants, especially those whose main business is listed above, may be treated as Cash Advances.

**CDM** means any authorised Coin Deposit Machine where you can deposit coins.

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

**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.

**costs** includes:

- charges;
- expenses;
- costs; 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 28.

**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.

**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.

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

**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;
- 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 **includes** 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 or the Principal 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;
- ATMs in Australia;
- ATMs overseas bearing the scheme logo for your card;
- ATMs overseas bearing the Cirrus logo (for Mastercard® cards only);
- Electronic funds transfer at point of sale (EFTPOS) terminals;
- A contactless terminal; and
- 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; or
- 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 and its related bodies corporate. St. George Bank, Bank of Melbourne and BankSA are all divisions of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.

**Westpac Group partner ATM** refers to an ATM operated by a third party who Westpac has an arrangement with. The available ATM locations can be found on our website at the ATM locator [bankofmelbourne.com.au/locator/](http://bankofmelbourne.com.au/locator/) or via the Bank of Melbourne Mobile Banking App.

**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 and their successors and assigns.

In these conditions of use:

- the singular includes the plural and vice versa; and
- 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 your and the Principal's protection).**

**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.

By nominating a cardholder, the Principal authorises the cardholder to act on their behalf to request a replacement card where the cardholder's existing card is lost, damaged or stolen, except where the card has been cancelled by the Principal.

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.

You must make every effort to ensure 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 25.

### **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; or
  - 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; or
  - 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 or stolen cards or Security Numbers revealed or suspected transactions**

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 or that unauthorised transactions have been made.

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 25.

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. A failure to do so will not affect the Principal's liability for unauthorised transactions, however, it will help us to effectively deal with your report.

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, provided you or the Principal 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. Please cut it up and dispose of it securely.

## **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. If we do so, we tell the Principal in writing. Refer to clause 35 for information about how we may make these changes.

## **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. Your cash limit is the maximum total amount of cash advances you can obtain with your card through ATMs on any one day.

Terminals may have different transaction limits.

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

Within any 24-hour period, a deposit limit may apply to the cash that can be deposited at an ATM, CDM or Bank@Post. Such cash deposit limits may change from time to time at our discretion. Visit [bankofmelbourne.com.au/ouratms](http://bankofmelbourne.com.au/ouratms) for more details.

### **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 Australian Eastern Standard Time (AEST)/Australian Eastern Daylight Time (AEDT) 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. In some circumstances, we may be able to exercise a chargeback right for you (see Condition 15).

### **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 an ATM (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. For more information on using ATMs, refer to section 36 'ATMs'.

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



### **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 (but you may raise disputes).

## **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.

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 reasonably 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 as soon as practicable after we receive them. This is not necessarily the same day that the Principal pays.

We will determine the order in which we process transactions on any given day, based on our business systems and processes. This means for example that transactions may not be processed in the order they were made. The processing order can affect how transactions are treated, including for the purposes of applying interest charges. Please contact us if you have any queries.

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).

Where you have made a purchase that is subsequently returned or reversed, subject to the application of any interest free period, you will be charged interest on that purchase in respect of the period up to the effective date of the return or reversal.

## **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 properly charged under 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;
- (b) the amount of any BPAY® Payment debited to the card account.
- (c) the amount of all cash advances;
- (d) any interest charges;
- (e) 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); and

- (f) our fees and charges and reasonable enforcement expenses referred to in clause 19 or otherwise payable in connection with these conditions.

The Principal is also liable for unauthorised use of a card as set out in clauses 25 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;
- (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;
- (ii) the opening and closing balance of the card account;
- (iii) the due date for payment, which is 5 days after the statement date unless we agree otherwise;
- (iv) the interest charges;
- (v) fees and charges debited to the card account; and
- (vi) the minimum payment (see below).

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.**

## 14.2 Minimum payment

If your statement shows a closing balance, the minimum payment will be equal to:

- 3% of the closing balance (rounded up to the nearest dollar) or \$10, whichever is the greater; plus
- The greater of any unpaid past due amounts from previous statements or any amount that exceeds the credit limit.

You must pay the full amount of the closing balance if it is less than \$10.

Note that, per clause 20 below, we require payments to be made to the card account by our Automatic Payment Plan where, unless we agree otherwise, each month we will debit the entire closing balance specified on each statement.

## 15 Chargebacks

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.

## 16 Mastercard® Smart Data

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

We do not warrant that information recorded in Mastercard® Smart Data 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® Smart Data except to the extent caused by the fraud, negligence or willful misconduct of us, our related entities, or our contractors, employees, officers or agents.

The Principal is charged a fee for you or the Principal having access to Mastercard® Smart Data.

## **17 Annual percentage rate**

**17.1** We tell the Principal the annual percentage rate on the card account.

**17.2** We may change the annual percentage rate at any time. Refer to clause 35 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.

## **18 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.

### **18.1 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.

## **18.2 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.

## **18.3 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 on request and at any of our Corporate and Business Bank Branches listed on the inside back cover of this booklet.



## **18.4 Interest rate changes**

We can make changes to the annual percentage rate at any time.

The new annual percentage rate applies from the date we specify in the notice. Refer to Clause 35 for information about how we may make changes.

## **19 Fees and charges**

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. We debit all fees and charges and government charges and duties payable under this agreement to the card account.

Enforcement expenses may also become payable under this agreement in the event of a breach.

### **19.1 The Principal must pay us:**

- (a) all fees and charges payable in connection with the card account;
- (b) an amount equal to any government charges and duties on receipts or withdrawals properly 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).

### **19.2 Variations to Fees and Charges**

If we introduce a new fee or charge we will give the Principal written notice of the introduction at least 30 days before the change takes effect. We will notify the Principal of the introduction or variation of a government charge (in writing or by newspaper advertisement) no later than the day the charge takes effect. Some changes in government fees and charges are publicised by the government, not us.

## **20 Payments and the Automatic Payment Plan**

### **20.1 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.

### **20.2 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 promptly 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 dishonored. We would normally contact the Principal before we discontinue the Plan.

## **21 Other deposits**

The Principal can make deposits:

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

## **22 What happens to payments we receive?**

**22.1** 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.

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

## **23 Death of a cardholder**

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

## **24 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 we allow you to use the card or we provide a cash advance;
- (b) the Principal must comply with all terms and conditions of the security;
- (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 this facility will also form part of the money secured by that security.

## **25 Liability for unauthorised transactions**

### **25.1 EFT transactions other than Internet and Phone Banking transactions**

This Clause 25.1 applies to unauthorised EFT transactions other than unauthorised Internet and Phone Banking transactions.

The Principal's liability for use of a card that required a manual signature is covered by Clause 25.2.

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

- \$150;
  - 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:**

- the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of merchants (i.e. providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees;
- 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 15 in this context.

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

- engaged in fraud;
- voluntarily disclosed your Security Numbers to anyone

(including to a family member, a friend or one of our staff);

- indicated your Security Numbers on your card;
- 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;
- selected a Security Number which represents your birthdate or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such a PIN and warned of the consequences of doing so;
- left a card in an ATM (provided the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM); 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;
- (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 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 (or should reasonably have become aware) of the events described above and the time we were actually notified;
- (ii) the funds available in the card account;
- (iii) the total amount you would have been allowed to withdraw on the days that unauthorised use occurred.

## **25.2 Liability for manual signature card transactions**

Liability for unauthorised transactions by use of a card and PIN are covered by Clause 25.1. 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.

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

## **26 Internet and Phone Banking**

Refer to the Internet and Phone Banking Terms & Conditions at [bankofmelbourne.com.au](http://bankofmelbourne.com.au)

## **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 Feedback and complaints**

### **Delivering on our service promise**

We're constantly striving to provide the best possible service, and we'll do our best to resolve any concern you have efficiently and fairly.

### **Our commitment to you**

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

Our aim is to resolve your complaint within 5 business days, and where possible we will resolve your complaint on the spot. If we need additional time to get back to you, we will let you know. Should we be unable to resolve your concern at your first point of contact, we will then refer the complaint to our dedicated Customer Managers in our Customer Solutions team.

Our Customer Solutions Customer Managers are here to find a solution for you and will ensure that you're regularly updated about the progress we are making to resolve your complaint.

Sometimes we get things wrong. Where we do, we will work to make things right. You will not be liable for any fees, charges or interest that we incorrectly charge to your account contrary to our applicable terms and conditions. Please check the entries listed in your account statements regularly, and if you see an error please contact us promptly.

### **You can contact us:**

Over the phone

Please call us from anywhere in Australia on 13 82 66.

If you are overseas, please call +61 3 8536 7870.

By post

You can write to us at:

Bank of Melbourne Customer Solutions,  
Level 5, 150 Collins Street, Melbourne VIC 3000

In Branch

If you prefer to tell us in person, go to our website to locate your nearest branch.

Online

Using the secure feedback form at <https://eforms.bankofmelbourne.com.au/olfmu/eforms/ConsumerFeedback/#/welcome>

For further information go to our website and search 'Feedback and Complaints'.

### **If you are still unhappy**

If you are not satisfied with our response or handling of your complaint and you satisfy its eligibility requirements, you can contact the external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

### **Australian Financial Complaints Authority**

The Australian Financial Complaints Authority (AFCA) provides a free and independent service to resolve complaints by consumers and small businesses about financial firms (e.g. banks), where that complaint falls within AFCA's terms of reference.

The contact details for AFCA are set out below.

Australian Financial Complaints Authority

Online: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678 (free call)

Post: Australian Financial Complaints Authority  
GPO Box 3 Melbourne VIC 3001

## **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;
  - 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;
- reduce any card limit;
- suspend the operation of the card account;
- close the card account and require prompt 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;
- 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 cancel any card and suspend the operation of the card account at any time without notice to protect you or us from fraud or other losses, to manage regulatory risk, or for any other reason determined by us acting reasonably.

If we cancel your card, you must not use it and you or the Principal must 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 return your card if the card account has been closed or your card has been cancelled in any circumstance.

**32.2** The Principal must 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 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 25 applies if a card is used without your knowledge or consent during that period).

Other than as set out in these Conditions of Use, 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 promptly 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 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 reasonably believe that the use of the credit card may cause material 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 ATMs**

(a) What you can do at ATMs:

- Check your balance;
- Withdraw funds as a Cash Advance;
- Other features may be available at select ATMs (e.g. making deposits).

ATM features are subject to change. Refer to the ATM you're using, visit [bankofmelbourne.com.au/ouratms](http://bankofmelbourne.com.au/ouratms) or visit your local branch for more details.

(b) Limits or restrictions may apply to:

- Daily cash withdrawal limit
- Minimum withdrawal, subject to note denominations and cash availability

Other restrictions may also apply at non-Westpac Group branded ATMs, which should be disclosed at the specific ATM device.

(c) Fees that may be charged:

- No ATM operator fees apply for using Westpac Group branded ATMs or Westpac Group partner ATMs;
- ATM operator fees may apply (disclosed on-screen at the time of the transaction) when you access your card account at non-Westpac Group branded or non-Westpac Group partner ATMs (including overseas bank ATMs). This fee will be debited on the day (or next business day) of the transaction and itemised separately on your statement.

## **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**

We will tell you if GST applies to any payment due by you under this agreement and the amount of GST payable to us.

You agree to pay any GST amount to us in addition to and at the same time as any payment due by you under this agreement.

## **39 Tax Reporting Obligations**

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, including information about the foreign tax identification number for all countries you or any shareholder, beneficiary, settlor or controlling person are a foreign tax resident of, we may be required to limit the services we provide to you. This could include not opening your product, or limiting functions or services of your product, or closing it.

Unless you tell us otherwise, by completing any application for products covered by these terms and conditions, you certify that you, 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 (e.g. 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 such beneficiary and, in any case, before such distribution is to be made 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.

## 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, except to the extent caused by the fraud, negligence or wilful misconduct of us, our related entities, or our contractors, employees, officers or agents.

### 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:

**+61 3 8536 7870**

(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

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. Details of the insurance provided is set out in the Complimentary Insurance Policy Information Booklet.



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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 8536 7870** outside Australia.

## **Credit Card Enquiries**

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

## **Accessibility Support**

At any time, you can inform us how you would prefer to be contacted. If you are deaf and/or find it hard hearing or speaking with people who use a phone, you can reach us through the National Relay Service (NRS). To use the NRS, you can register here: [accesshub.gov.au/about-the-nrs](https://accesshub.gov.au/about-the-nrs)

Visit [Bank of Melbourne Access and Inclusion](#) for further information on our accessible products and services for people with disability.



*Bank of Melbourne acknowledges the Traditional Owners as the custodians of this land, recognising their connection to land, waters and community. We pay our respects to Australia's First Peoples, and to their Elders, past and present.*

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**ABN 33 007 457 141 AFSL and Australian credit licence 233714.**

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