

Conditions of Use



As issued by your
Financial Institution
(Valid from 31.07.07)

BEFORE YOU USE YOUR VISA CARD

Please read these Conditions of Use. They apply to:

- all transactions initiated by you through an Electronic Banking Terminal by the combined use of your Financial Institution VISA Card and a Personal Identification Number (PIN); and
- all other transactions (including telephone transactions) effected with the use of your VISA Card.

If you fail to properly safeguard your VISA Card and PIN you may increase your liability for unauthorised use.

Your first use of the VISA Card will automatically constitute your understanding and acceptance of these Conditions of Use.

If these Conditions of Use are not clear to you, contact your Financial Institution BEFORE using your VISA Card.

IMPORTANT POINTS TO REMEMBER TO SAFEGUARD YOUR ACCOUNT

- sign your VISA Card immediately when you receive it;
- memorise your PIN and never store it with or near your VISA Card;
- never write your PIN on your VISA Card;
- never lend your VISA Card to anyone;
- never tell anyone your PIN;
- don't choose a PIN that is easily identified with you, e.g. your birth date, an alphabetical code which is a recognisable part of your name or your car registration;
- don't choose a PIN that is merely a group of repeated numbers;
- try to prevent anyone else seeing you enter your PIN into an ATM or eftpos device (i.e. an "Electronic Banking Terminal");
- never leave your VISA Card unattended, e.g. in your car or at work;
- immediately report the loss, theft or unauthorised use of your VISA Card to VISA CARD 24hr EMERGENCY HOTLINE on Free Call – 1800 621 199;
- keep a record of the VISA CARD 24hr EMERGENCY HOTLINE telephone number with your usual list of emergency telephone numbers;
- examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and
- for security reasons, on the expiry date, destroy your VISA Card by cutting it diagonally in half.

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1. INTRODUCTION

Generally speaking, these Conditions of Use apply to VISA Cards when used in conjunction with a PIN, in an Electronic Banking Terminal. However, they will also apply if you use your VISA Card without a PIN. If your VISA Card is used without a PIN, your signature on the transaction receipt will be evidence that the transaction is valid and authorised by you. The exception to this condition is when a transaction is effected by telephone or via the internet. No transaction receipt will be necessary to evidence the transaction.

Your Financial Institution may attach other services to the VISA Card by providing notice to you in writing.

In accepting your VISA Card from your Financial Institution you acknowledge that you have read, and understand, these Conditions of Use and that you are obliged to comply with them.

2. APPLICATION OF CODES

Your Financial Institution warrants that it will comply with the requirements of the Electronic Funds Transfer Code of Conduct (EFT Code) as established by the Australian Securities and Investments Commission.

The provisions of any industry Code of Practice such as the Credit Union Code of Practice (CU Code) may also apply to the use of your VISA Card if your Financial Institution has agreed to be bound by an industry code of practice.

If you would like copies of either Code you should contact your Financial Institution.

3. SIGNING YOUR VISA CARD

You agree to sign your VISA Card as soon as you receive it and before using it, as a means of preventing unauthorised use. Your VISA Card is valid only if it has been signed by you and if it is used within the "valid from" and "until end" dates.

4. PERSONAL IDENTIFICATION NUMBER (PIN) SECRECY

You agree that:

- You will not record your PIN on your VISA Card or on anything with or near your VISA Card;
- You will not tell anyone your PIN or let anyone see it;
- You will try to prevent anyone else seeing you enter your PIN into an Electronic Banking Terminal; and
- If you think that your PIN has become known to someone else, you will notify your Financial Institution immediately.

5. REPORTING THE LOSS OR THEFT OF YOUR VISA CARD

If you believe your VISA Card or PIN record has been lost or stolen, or your PIN has become known to someone else, you should IMMEDIATELY report this:

DURING NORMAL BUSINESS HOURS

Contact your Financial Institution; or

OUTSIDE NORMAL BUSINESS HOURS

Contact the Australia wide VISA CARD 24hr EMERGENCY HOTLINE
Free Call - 1800 621 199.

While overseas, contact the VISA International Card 24hr Emergency Hotline:

- you will be given a reference number which you should retain as evidence of the date and time of your report; and
- you should advise your Financial Institution, as soon as you can, that you have made a report to the VISA Card 24hr Emergency Hotline.

If the VISA Card Emergency Hotline is not operating when you try to use it for notification purposes, any losses occurring due to non-notification will be the liability of your Financial Institution, but only if you notify the VISA Card Emergency Hotline within a reasonable time after it becomes operative.

If the loss, theft or misuse occurs OUTSIDE AUSTRALIA you must notify a Financial Institution displaying the VISA logo and you must also then confirm the loss, theft or misuse of the card with your Financial Institution by telephone or priority paid mail as soon as possible.

6. USING YOUR VISA CARD

Your Financial Institution will advise you:

- what transactions your VISA Card will enable you to perform at an Electronic Banking Terminal;
- which Electronic Banking Terminal networks you may use; and

- what mail, internet or telephone order transactions you may carry out with your VISA Card by quoting your VISA Card number.

You may only use your VISA Card to perform transactions on those accounts authorised by your Financial Institution that have been linked to your VISA Card.

Your Financial Institution will debit your linked accounts with the value of all transactions carried out using your VISA Card including, without limitation, those carried out at Electronic Banking Terminals, all transactions effected by mail, internet or telephone and all sales and cash advance vouchers. Your Financial Institution will also credit your linked accounts with the value of all deposit transactions processed at Electronic Banking Terminals.

If any of your linked accounts are in the name of more than one person, then the liability of those persons under these Conditions of Use is joint and several for transactions carried out on those accounts.

Transactions will not necessarily be processed to your account on the same day they occur.

You will continue to be liable to your Financial Institution for the value of any debit transaction occurring after you have closed your accounts or after you have resigned from membership of your Financial Institution, if it is a credit union or building society.

7. USING YOUR VISA CARD OUTSIDE AUSTRALIA

When you use your VISA Card outside Australia, you must ensure that you comply with any Exchange Control requirements.

You agree to reimburse your Financial Institution for any costs, fees or charges arising out of your failure to ensure that you have complied with any Exchange Control requirements.

All transactions outside Australia on your VISA Card will be debited to your account in Australian dollars. The conversion to Australian dollars will be as at the date the charges, purchases and cash advances are processed by Visa International. The conversion rate used is determined by VISA International.

8. TRANSACTION LIMITS

You agree that you will NOT use your VISA Card to:

- overdraw the balance in any of your linked accounts; or
- exceed the unused portion of your credit limit under any pre-arranged credit facility.

Your Financial Institution:

- may set limits on the minimum and maximum transaction amounts, on a daily or cumulative basis;
- will advise you of the daily transaction limits at the time you apply for your VISA Card.

Merchants offering eftpos facilities have the right to impose conditions on the use of such facilities.

9. AUTHORISATIONS

You:

- acknowledge that your Financial Institution has the right to refuse authorisation for you to effect any transaction for any reason; and
- agree that your Financial Institution will not be liable to you or anyone else for any loss or damage that you or anyone else suffer as a result of your Financial Institution's refusal to authorise any transaction.

10. DEPOSITS AT ELECTRONIC BANKING TERMINALS

Any deposit you make at an Electronic Banking Terminal will not be available for you to draw against until your deposit has been verified by your Financial Institution. You should note that not all Electronic Banking Terminals accept deposits.

Proceeds of cheques will not be available for you to draw against until cleared.

11. ADDITIONAL CARDS

You may apply to your Financial Institution to issue an additional VISA Card to someone else you nominate (your nominee).

You will be liable for all transactions carried out by your nominee on an additional VISA Card.

Your nominee's use of the additional VISA Card is governed by these Conditions of Use.

12. RENEWAL OF YOUR VISA CARD

Your Financial Institution will forward you and your nominee a replacement VISA Card before the expiry date of your current VISA Card or additional VISA Card.

If you do not require a replacement VISA Card, either for yourself or your nominee, you must notify your Financial Institution before the expiration date of your current VISA Card. You must give your Financial Institution a reasonable time to arrange cancellation or the issue of a replacement VISA Card.

13. CANCELLATION AND RETURN OF YOUR VISA CARD

The VISA Card always remains the property of your Financial Institution.

Your Financial Institution may:

(1) demand the return of the VISA Card issued to you and your nominee at any time:

- for security reasons; or
- if you breach these Conditions of Use or the terms and conditions of the accounts linked to your VISA Card; or

(2) capture the VISA Card at any Electronic Banking Terminal.

You may cancel your VISA Card or your nominee's VISA Card at any time by giving your Financial Institution written notice. Cancellation of a card may not be effective until the card is returned to your Financial Institution.

You must return your VISA Card and any VISA Card issued to your nominee to your Financial Institution when:

- your Financial Institution notifies you that it has cancelled your VISA Card;
- you close your linked accounts;
- you cease to be a member of your Financial Institution; if it is a credit union or building society;
- you cancel your VISA Card, any additional VISA Card issued to your nominee, or both;
- you alter the authorities governing the use of your linked accounts unless your Financial Institution agrees otherwise; or
- your Financial Institution requests that it be returned for any other reason.

14. CONDITIONS AFTER CANCELLATION OR EXPIRY OF YOUR VISA CARD

You must not use your VISA Card or allow your nominee to use his or her additional VISA Card:

- before the "valid from" date or after the "until end" date shown on the face of the VISA Card; or
- after the VISA Card has been cancelled.

You will continue to be liable to reimburse your Financial Institution for any indebtedness incurred through such use, whether or not you have closed your linked accounts at your Financial Institution.

15. YOUR LIABILITY IN CASE YOUR VISA CARD IS LOST OR STOLEN OR IN THE CASE OF UNAUTHORISED USE

- (1) You are not liable for any unauthorised use of your VISA Card:
 - (a) in relation to a transaction evidenced by a sales or cash advance voucher, before you have actually received your VISA Card;
 - (b) in relation to a transaction at an Electronic Banking Terminal, before you have actually received your PIN;
 - (c) after you have reported it lost or stolen under paragraph 5; and
 - (d) if you did not contribute to any unauthorised use of your VISA Card.
- (2) For the purpose of paragraph 15(1)(d) you will be taken to have contributed to any loss caused by unauthorised use of your VISA Card if:
 - (a) in relation to a transaction arising out of a sales or cash advance voucher, you unreasonably delay notification of your VISA Card being lost or stolen or of any unauthorised use of your card;
 - (b) in relation to transactions carried out at Electronic Banking Terminals, you;
 - (i) voluntarily disclose your PIN to anyone, including a family member or friend;
 - (ii) voluntarily allow someone else to observe you entering your PIN into an Electronic Banking Terminal;
 - (iii) write or indicate your PIN on your VISA Card;
 - (iv) write or indicate your PIN (without making any reasonable attempts to disguise the PIN) on any article carried with your VISA Card or likely to be lost or stolen at the same time as your VISA Card;
 - (v) allow anyone else to use your VISA Card;
 - (vi) unreasonably delay notification of:
 - (A) your VISA Card or PIN record being lost or stolen; or
 - (B) unauthorised use of your VISA Card; or
 - (C) the fact that someone else knows your PIN.
- (3) If you are taken to have contributed to the unauthorised use of your VISA Card under paragraph 15(2), your liability will be the lesser of:
 - (a) the actual loss, when less than your account balance (including the unused portion of your credit limit under any pre-arranged credit facility);
 - (b) your account balance (including the unused portion of your credit under any pre-arranged credit facility); or
 - (c) in relation to transactions carried out at Electronic Banking Terminals an amount calculated by adding the actual losses incurred for each day, up to the current daily withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your VISA Card, up to and including the day you make your report.
- (4) In determining liability under paragraph 15(3)(c):
 - (a) where your VISA Card has been lost or stolen, the number of days will be calculated by reference to the day when you should reasonably have become aware that it was lost or stolen; and
 - (b) the current daily withdrawal limit is the limit applicable at the time of the transaction, by reference to the status and/or type of Electronic Banking Terminal at which the transaction occurred.
- (5) Where a PIN was required to perform the unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by unauthorised use of your VISA Card, your liability will be the lesser of:
 - (a) \$150;
 - (b) your account balance (including the unused portion of your credit limit under any pre-arranged credit facility); or

- (c) the actual loss at the time your Financial Institution is notified of the loss or theft of your VISA Card.
- (6) In determining your liability under paragraph 15(5):
- (a) your Financial Institution will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred; and
 - (b) the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss.
- (7) Your liability for losses occurring as a result of unauthorised access will be determined under the EFT Code. The guidelines set out at the beginning of these Conditions of Use to safeguard your account, are guidelines only and are the minimum suggested security measures you should take.

16. RESOLVING ERRORS ON ACCOUNT STATEMENTS

If you believe a transaction is wrong or unauthorised, or your account statement contains any instances of unauthorised use or errors, you must immediately notify your Financial Institution or the VISA Card Emergency HOTLINE as explained in paragraph 5. As soon as you can you must also provide your Financial Institution with the following:

- your name and address, account number and VISA Card number;
- details of the transaction or the error you consider is wrong or unauthorised;
- a copy of the account statement in which the unauthorised transaction or error first appeared;
- the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error;
- other users authorised to operate the account; and
- details of whether your VISA Card is signed and your PIN secure.

If your Financial Institution is unable to settle your complaint immediately to your satisfaction, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 days of receiving these further relevant details from you, your Financial Institution will:

- advise you in writing of the results of its investigations; or
- advise you in writing that it requires further time (not exceeding a further 24 days) to complete its investigation.

Where an investigation continues beyond 45 days, your Financial Institution will provide you with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, except in cases where the Financial Institution is waiting for a response from you and you have been advised that the Financial Institution requires such a response.

If your Financial Institution finds that an error was made, it will make the appropriate adjustments to your account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

If:

- (1) your Financial Institution is a party to an industry dispute resolution scheme; and
- (2) that scheme provides a matter that can be heard under the scheme if your Financial Institution does not give a final decision on the matter within a specified time, your Financial Institution will advise you in writing about the option of taking the matter to the scheme within 5 business days after the specified time period expires.

When your Financial Institution advises you of the outcome of its investigations, it will:

- give you reasons in writing for its decisions by reference to these Conditions of Use and the EFT Code of Conduct;
- advise you of any adjustments it has made to your account; and

- advise you in writing of other avenues of dispute resolution (including Consumer Affairs Agencies and Small Claims Courts), if you are not satisfied with your Financial Institution's decision.

If your Financial Institution decides that you are liable for all or any part of a loss arising out of unauthorised use of your VISA Card, it will:

- give you copies of any documents or other evidence it relied upon; and
- advise you whether or not there was any system or equipment malfunction at the time of the transaction.

If your Financial Institution fails to carry out these procedures or causes unreasonable delay, your Financial Institution may be liable for part or all of the amount of the disputed transaction where its failure or delay has prejudiced the outcome of the investigation.

17. VISA ZERO LIABILITY

In addition to the limits placed on your liability pursuant to the EFT Code and described in clause 15 above, Visa's scheme rules provide that your Financial Institution shall limit your liability to nil in the following circumstances:

1. The unauthorised transactions were not effected at an ATM and will include transactions effected prior to notification of the unauthorised transactions, or lost or stolen VISA Card by you to your Financial Institution;
2. You have not contributed to any loss caused by unauthorised use of your VISA Card as described in clause 15(2) of the Conditions of Use above: and
3. You have provided all reasonably requested documentation to your Financial Institution, which may include provision of a statutory declaration and police report.

Where this Visa zero liability provision applies, your Financial Institution will endeavour to refund the amount of the unauthorised transactions within 5 days, subject to:

1. you having provided all reasonably requested information to your Financial Institution;
2. you are not otherwise in default or have breached these Conditions of Use;
3. your Linked Account is not overdrawn, other than as a result of the unauthorised transactions;
4. your Financial Institution has not reasonably determined that further investigation is necessary before refunding the amount of the unauthorised transactions based on:
 - a. the conduct of the Linked Account;
 - b. the nature and circumstances surrounding the unauthorised transactions; and
 - c. any delay in notifying the Financial Institution of the unauthorised transactions.

Any refund is conditional upon the final outcome of your Financial Institution's investigation of the matter and may be withdrawn by your Financial Institution where it considers that this provision shall not apply as a result of those investigations.

In the making of any determination in respect of this provision, your Financial Institution will comply with the requirements of clause 16 above.

This provision shall not apply to any unauthorised transactions where you have failed to notify your Financial Institution of those unauthorised transactions within 30 days of a statement being posted to you at your last known address.

18. MALFUNCTION

Other than to correct the error in your account and the refund of any charges or fees imposed on you as a result, your Financial Institution will not be liable to you for any loss caused by an Electronic Banking Terminal malfunctioning if you were aware, or should have been aware, that the terminal was unavailable for use or was malfunctioning.

19. STATEMENTS AND RECEIPTS

A transaction record slip will be available for each financial transaction carried out with your VISA Card at an Electronic Banking Terminal.

You should obtain, check and retain all transaction record slips including sales and cash advance vouchers issued to you for checking against your account statements.

Your Financial Institution will send you an account statement at least every 6 months.

You may request more frequent account statements from your Financial Institution.

For accounts that have a pre-arranged credit facility attached, your Financial Institution will send you an account statement monthly or as otherwise required by any applicable legislation, EFT Code or relevant industry code of practice.

You may request a copy of your account statement at any time.

20. FEES AND CHARGES

Your Financial Institution reserves the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards.

Your Financial Institution is irrevocably authorised to debit your linked accounts with those fees.

You will be advised by your Financial Institution of any applicable fees and charges at the time you apply for your VISA Card.

21. GOVERNMENT FEES AND CHARGES

Your Financial Institution reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your VISA Card by government or by any regulatory authority. Your Financial Institution is also irrevocably authorised to debit your linked accounts with those fees, charges, duties and taxes.

22. CHANGES TO CONDITIONS OF USE

Your Financial Institution reserves the right to change these Conditions of Use and to vary the fees and charges that apply to your VISA Card.

Your Financial Institution will notify you in writing at least 30 days before the effective date of a change if it will:

- impose or increase charges for transactions at Electronic Banking Terminals or for issuing additional or replacement VISA Cards;
- increase your liability for unauthorised use; or
- adjust daily withdrawal limits.

Your Financial Institution may notify you of other changes either through:

- notices on, or sent with account statements;
- notices on Electronic Banking Terminals or in branches; or
- press advertisements.

In addition, in the last two cases, the Financial Institution will give you written advice of the changes at the time of your next account statement.

Written notice will not be given of a variation that is required by an immediate need for the Financial Institution to restore or maintain the security of its systems or your linked accounts.

You will be taken to have received a written notice from your Financial Institution under this paragraph 22 in the due course of post, if it is mailed, to the last address for you known to your Financial Institution. If a written notice is delivered to you personally the date of delivery is the date you receive the notice.

If you retain and use your VISA Card after notification of any authorised changes, your use of your VISA Card shall be subject to those changes.

23. EXCLUSION OF FINANCIAL INSTITUTION LIABILITY

The display on any premises of promotional material referring to VISA is in no way to be treated as a guarantee that your VISA Card may be used in any Electronic Banking Terminal on those premises.

The Financial Institution bears no liability for any refusal of a merchant or agent to accept your VISA Card.

The Financial Institution does not give any warranty for any goods or services obtained from a merchant or agent through the use of your VISA Card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or merchant of those goods and services.

You should always enquire before selecting goods or services if your VISA Card will be accepted by the merchant or agent occupying the premises.

24. OTHER GENERAL CONDITIONS

These Conditions of Use govern your VISA Card access to your linked accounts, at your Financial Institution. Each transaction on a linked account is also governed by the terms and conditions to which that account is subject. If there is any inconsistency between these Conditions of Use and the terms applicable to any of your accounts, these Conditions of Use prevail except to the extent that they are contrary to any applicable legislation, the EFT Code or any relevant industry code of practice.

You agree that you will promptly notify your Financial Institution of any change of address for the mailing of any notifications, which your Financial Institution is required to send to you.

If your VISA Card is issued on a joint account, each party to that account is jointly and severally liable for all transactions on the VISA Card.

25. DEFINITIONS

- ATM: Automated Teller Machine.
- eftpos: Electronic funds transfer at point of sale.
- Electronic Banking Terminal: An ATM or eftpos device owned by your Financial Institution or included in an authorised interchange network.
- Exchange Control: The central banking authority, or any similar institution, that is responsible for regulating any overseas monetary system or non-cash payment system.
- Financial Institution: the financial institution which you hold your Visa account at.
- Linked Account: An account you have with your Financial Institution to which you may obtain access by use of the VISA Card.
- Non EFT Transaction: any transaction which is processed without you using your PIN.
- PIN: The secret personal identification number relating to a VISA Card.
- Visa: Visa International Inc.
- Visa Card: The Visa debit card issued to you by your Financial Institution.

26. INTERPRETATION

For the purposes of these Conditions of Use, 'day' means a 24 hour period commencing at midnight Eastern Standard Time or Eastern Summer Time, as the case may be, in Sydney.

A reference to:

- one gender includes the other gender; and
- the singular includes the plural and the plural includes the singular.

