



AUSWIDE
— **BANK** —

VISA CREDIT CARD

TERMS AND CONDITIONS

Effective from 1st September 2022



AUSWIDE
— **BANK** —

SECTION 1	Credit Card Conditions of Use
SECTION 2	Definitions
SECTION 3	Information Statement

These Credit Card Terms and Conditions should be read with the Credit Card Offer signed by us.

These Credit Card Terms and Conditions, together with the Credit Card Offer, form your Credit Card Contract.

This document contains important information and sets out the rules governing the operation of your Card Account and your use of, and any Additional Cardholder's use, of your Visa Credit Card.

You should retain this booklet for future reference, and you should provide a copy to any Additional Cardholder.

Please contact us if you do not understand or are unsure about any aspect of your Credit Card Contract.

By activating your Card or using it for the first time, you will be deemed to have accepted the terms of your Credit Card Contract.

If you do not agree to the terms of your Credit Card Contract, please contact us on 1300 138 831 and:

- do not activate, sign or use your Card;
- do not use your Card Account;
- destroy your Card (and any additional Cards) by cutting it into several pieces, ensuring that the magnetic strip and chip are cut in half, and disposing of the pieces securely;
- destroy the document we send you which sets out your PIN.

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THESE CREDIT CARD TERMS AND CONDITIONS FORM PART OF, AND SHOULD BE READ WITH, THE CREDIT CARD OFFER SIGNED BY US.

SECTION 1. CREDIT CARD CONDITIONS OF USE

1.1 YOUR CARD

1.1.1 You must sign the signature panel on the reverse of the Card with a ballpoint pen immediately upon receiving it. You must ensure that Additional Cardholders do the same with their Card.

1.1.2 The Card must be activated in accordance with the instructions set out in your Credit Card Offer.

1.1.3 Each Card is for the sole and personal use of the person named on it.

1.1.4 Each Card remains our property. You must return your Card and any Additional Cardholder's Card to us if we ask for it.

1.1.5 Your Card is only valid up to the expiry date shown on it. You must not attempt to use your Card after this date, and you must destroy an expired Card.

1.1.6 You must only use your Card to perform Transactions on your Card Account and any approved Linked Account.

1.1.7 Your Card must not be used for any unlawful purpose or to pay for any illegal Purchase.

1.2 ADDITIONAL CARDHOLDERS

1.2.1 You may nominate any person over the age of 16 to be an Additional Cardholder. Any Additional Cardholder must also be a customer of Auswide Bank.

1.2.2 We are not obliged to issue any additional Card and may impose other conditions in respect of the issuing or use of that Card.

1.2.3 Any Additional Cardholder approved by us can:

(a) use your Card Account in the same way that you can; and

(b) obtain information about your Card Account,

but an Additional Cardholder cannot close your Card Account, increase your Credit Limit, or nominate another Additional Cardholder.

1.2.4 The Additional Cardholder's access to and use of the Card and your Card Account is governed by these Credit Card Terms and Conditions. Any Additional Cardholder is bound by your Credit Card Contract in the same way you are.

1.2.5 You are liable for any use of the additional Card and your Card Account by an Additional Cardholder, and you are liable for any breach of your Credit Card Contract by the Additional Cardholder.

1.2.6 You may cancel any Additional Cardholder's Card by contacting us. We will action your request promptly, but you remain liable for any use of the Card before we process its cancellation. You should endeavour to destroy the additional Card or return it to us once you have requested its cancellation.

1.3 YOUR CREDIT LIMIT

1.3.1 We will make funds available to you up to the Credit Limit.

1.3.2 Acting reasonably, we may reduce the Credit Limit without your consent at any time by giving you 60 days notice.

1.3.3 You can ask us at any time to increase or decrease your Credit Limit. We will take reasonable steps to give effect to your request as soon as practicable. We may only increase your Credit Limit if you request us to. We are not obliged to agree to any increase to your Credit Limit. If we agree to reduce your Credit Limit, you must ensure that the Outstanding Balance does not exceed your new Credit Limit.

1.3.4 Transactions made by you must not exceed your Credit Limit. You must pay to us any amount owing in excess of the Credit Limit immediately.

1.3.5 If we authorise a Transaction that causes your Credit Limit to be exceeded, we are not agreeing to an increase in your Credit Limit.

1.4 REPLACEMENT CARDS, AND LOST OR STOLEN CARDS

1.4.1 You or an Additional Cardholder may order a replacement Card at any time by contacting us. A fee may apply for issuing the replacement Card. We may also automatically issue a replacement Card to you and any Additional Cardholder without notifying you before we do so. The use of any replacement Card is subject to your Credit Card Contract.

1.4.2 You must immediately report any lost or stolen card to us by calling us on 1300 138 831 within Australia or +61 7 4150 4000 from overseas.

1.5 USING YOUR CARD

1.5.1 You can use your Card to make Purchases with merchants that accept Visa credit cards.

1.5.2 You may be able to use your Card details through an electronic banking facility. You may also use your Card to obtain goods and services through mail order, by telephone, over the internet and by other means accepted by us from time to time where the merchant accepts that form of payment. Merchants may charge fees for payment by credit card.

1.5.3 Your Card may be able to be used overseas through any ATM or bank branch displaying the Visa logo. In these cases, foreign currency amounts will be converted into Australian Dollars as at the date they are processed. The amount debited to your Card Account will include currency conversion charges. Use of any overseas ATM or bank is subject to their terms and conditions. A fee may be charged by the foreign institution when you use your Card at an ATM or bank overseas.

1.5.4 You may not make a deposit into your Card Account at an ATM.

1.5.5 You can withdraw cash from ATMs where the Visa logo is displayed (fees and interest charges apply, and a fee may be imposed by the ATM provider). We may also allow you to withdraw cash from your Card Account at an Auswide Bank branch or agency, subject to any daily transaction limit. Individual ATMs or EFTPOS terminals may not have money available and may not accept your Card.

1.5.6 Your Card may be honoured by financial institutions and merchants displaying a sign or card promotional material that identifies the Visa card scheme. This does not mean that all goods and services available at those premises may be purchased by use of the Card.

1.5.7 When completing a Transaction, you must ensure that the details are correct prior to authorisation. You must ensure that the Transaction amount is correct before:

- you sign vouchers or Transaction records given to you by merchants or a financial institution;
- you enter your Code at an electronic banking facility;
- you give your Card details to an online merchant; and
- authorising the amount for a Visa PayWave Transaction.

By signing a voucher or Transaction record, entering your Code, giving your Card details to an online merchant, or presenting your Card for a contactless payment via Visa PayWave at an electronic banking facility, you are agreeing that the Transaction amount is correct.

1.5.8 The amount shown on a sales voucher or any other evidence of a Purchase is sufficient evidence of the Purchase, and the amount shown on a cash withdrawal voucher, receipt or any other evidence of a cash withdrawal is sufficient evidence of the cash withdrawal. You should retain any vouchers or receipts issued for your records.

1.5.9 Some Transactions need authorisation from us before they can proceed. We have the right to decline to accept your authorisation for any Transaction if we have any reason to doubt the authenticity or validity of the authorisation or your legal capacity to give the authorisation. We will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of our action.

1.5.10 If a Transaction is not completed, the amount of available funds in your Card Account may continue to be reduced by the amount of the Transaction for up to ten Business Days after we have authorised the Transaction.

1.5.11 Use of a Card is an irrevocable instruction by a User to us to process the Transaction. We are unable to alter or stop payment of a Transaction prior to processing.

1.5.12 All Purchases and cash withdrawals made using your Card are limited to the available balance of your Card Account. If we authorise a Transaction that causes you to exceed the available balance of your Card Account, you must pay that additional amount.

1.5.13 We do not accept any responsibility for goods or services purchased using your Card unless the law makes us liable. Any complaint about goods or services obtained using the Card must be taken up with the merchant or supplier.

IMPORTANT: WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY GOODS OR SERVICES YOU PURCHASE WITH YOUR CARD. IF YOU HAVE A COMPLAINT ABOUT THOSE GOODS OR SERVICES, YOU MUST CONTACT THE MERCHANT DIRECTLY.

1.5.14 Transactions made overseas using your Card may take longer than normal to be processed to your Card Account and appear on your statement.

1.6 DEBITING YOUR CARD ACCOUNT

1.6.1 We can debit your Card Account with any:

- (a) Purchases;
- (b) Cash Advances;
- (c) Balance Transfers;
- (d) authorised direct debits;
- (e) fees and charges;
- (f) government charges;
- (g) enforcement expenses incurred by us enforcing your Credit Card Contract; and
- (h) any other transactions permitted by us, at our discretion.

1.6.2 Unless otherwise specified in your Credit Card Contract, you are liable for all amounts we debit to your Card Account..

1.7 LINKED ACCOUNTS

1.7.1 We may allow you or any Additional Cardholder to link your Card to a Linked Account for the purposes of operating that account.

1.7.2 You or any Additional Cardholder may use your Card to access their Linked Account and obtain cash or make Transactions on that account.

1.7.3 You acknowledge that, by linking an account to a Card, you increase the risk of loss for which you could be liable if the Card is used without your knowledge or consent.

1.8 BALANCE TRANSFERS

1.8.1 At our discretion, we may accept requests by you to transfer to your Card Account part or all of the balance of another non-Auswide Bank credit card or store card. Balance Transfer requests by Additional Cardholders will not be accepted.

1.8.2 We will not allow a Balance Transfer if:

- (a) the balance you wish to transfer relates to credit cards or store cards issued outside Australia;
- (b) you are in default under your Credit Card Contract; or
- (c) the account from which you wish to make the Balance Transfer is in default at the time of your request.

A request for a Balance Transfer may be refused by us at our discretion. Balance Transfers are subject to credit approvals.

1.8.3 If the amount you wish to transfer would cause you to reach or exceed the Credit Limit, we may, at our discretion, only transfer such amount so that the balance of your Card Account will reach 95% of your Credit Limit.

1.8.4 Payments to your nominated card issuer will usually be made within 14 Business Days of approving your request or activation of your Card, whichever is later. We are not responsible for any delay in processing any Balance Transfer request. You remain responsible for any other payments due on your nominated account in accordance with the terms and conditions that apply to that account.

1.8.5 If the Balance Transfer is processed, it will appear on your next statement.

1.8.6 If it is a condition of our acceptance of your Balance Transfer request that you must close the other card account, you must arrange this as soon as possible after we have processed your Balance Transfer request.

1.8.7 We cannot accept Balance Transfers to your Card Account from other Auswide Bank issued credit cards or Loan Accounts.

1.9 INTEREST

1.9.1 Your Credit Card Offer sets out the initial Annual Percentage Rates applicable to your Card Account. Interest rates are variable and may be changed by us at any time without your consent. We will notify you of any change we make to the Annual Percentage Rate.

1.9.2 Each statement also sets out the Annual Percentage Rates that apply during the statement period.

1.9.3 We calculate interest on Purchases, Balance Transfers and Cash Advances separately. Interest on Balance Transfers is calculated at the same rate as for Purchases, unless an interest-free period applies.

1.9.4 Unpaid interest incurs interest at the same rate as the category of debit to which it is applied (for example, unpaid interest on Purchases incurs interest at the same rate as Purchases).

1.9.5 We calculate interest on your Card Account on a daily basis by applying the applicable interest rate to the Outstanding Balance at the end of each day. The applicable interest rate will be the Annual Percentage Rate applicable to that category of debit divided by 365.

1.9.6 Interest charges will be debited to your Card Account on the last calendar day of each month in arrears. Interest debited to your Card Account will be added to the Outstanding Balance of your Card Account and will accrue interest at the same rate according to the applicable interest rate for that category of debit.

1.9.7 No interest is payable to you if your Card Account has a credit balance.

1.10 DEFAULT INTEREST

This clause 1.10 applies if a default rate of interest is specified in your Credit Card Offer.

IMPORTANT: IF YOU DO NOT MAKE ANY PAYMENT BY THE DUE DATE, YOU MUST PAY DEFAULT INTEREST ON THE OVERDUE AMOUNT UNTIL IT IS PAID.

1.10.1 If you do not make a payment when due, you must pay us interest at the default rate on the overdue amount until it is paid.

1.10.2 If for any reason the entire Credit Limit becomes due, interest at the applicable default rate is payable on the entire amount.

1.10.3 Default interest is calculated, accrues, is debited, and is payable in the same way as ordinary interest.

1.11 INTEREST FREE PERIODS

1.11.1 If you pay the Closing Balance on your Card Account in full each month by the due date shown on your statement, you will not pay interest on Purchases. However, if you do not pay the Closing Balance in full by the due date shown on your statement, you will not be eligible for another interest free period until the next time you

pay the entire Closing Balance of your Card Account by the due date.

1.11.2 There is no interest free period for Cash Advances, Balance Transfers, or fees and charges.

1.12 PAYMENTS

1.12.1 You must pay the minimum repayment amount shown on your statement each month by the due date. You can make additional payments at any time (up to the full amount of the Closing Balance).

1.12.2 You must also immediately pay us any amount owing in excess of your Credit Limit.

1.12.3 Your payments are only considered made when we credit them to your Card Account. Payments will be credited when they are received by us as cleared funds.

1.12.4 If you have more than one account with us, and your Card Account is in arrears while any of those other accounts have funds available to be drawn, we may appropriate from one or more of those accounts to pay some or all of your arrears. We are not obliged to do this.

1.12.5 A reversal or refund of charges to your Card Account reduces the account balance but is not treated as a payment by you to your Card Account.

1.12.6 All payments to us must be made in Australian currency.

1.12.7 You must make payments to us using the methods we specify from time to time.

1.12.8 Payments to your Card Account are allocated as determined by us from time to time but in accordance with any applicable laws. You must make payments without deducting, setting off or counterclaiming any money you think we owe you for any reason.

1.13 PROCESSING TRANSACTIONS AND PAYMENTS

1.13.1 Acting reasonably, we may assign any date we consider appropriate to a debit or credit to your account or may adjust any debit or credit for the purposes of correction.

1.13.2 We will record payments to us as at the date that they are actually received by us, and we will record debits as at the day the transaction is initiated. Transactions may not be processed to your credit card account on the same day as they occur.

1.14 RECURRING PAYMENTS

1.14.1 You may at any time authorise a Supplier to debit your Card Account at regular intervals (eg. monthly) pursuant to a direct debit authority or similar periodic authority to pay for goods or services they provide to you. This is known as a Recurring Payment Arrangement.

1.14.2 You should keep a record of any Recurring Payment Arrangement you enter into with a Supplier and any correspondence you have with the Supplier.

1.14.3 To either change or cancel any Regular Payment Arrangement, you should contact the Supplier at least 15 days prior to the next scheduled payment. Until you cancel the Regular Payment Arrangement, we may process the request to debit your Card Account. You should retain a copy of your change/ cancellation request. If the Supplier fails to act in accordance with those

instructions, you can dispute any incorrectly charged payments. You may also notify us.

1.14.4 If your Card number changes, your Card Account closes, or your Card is lost, stolen or cancelled, you must contact the Supplier to provide alternative payment details to ensure that the arrangements continue. If you do not do so, your recurring payments may not be honoured by us, which may cause the Supplier to stop providing the goods and/or services to you

1.15 FEES AND CHARGES

1.15.1 You agree to pay us:

- (a) all the fees and charges set out in your Credit Card Offer as varied from time to time; and
- (b) all government taxes, rates and other charges incurred in respect of any Transactions on your Card Account.

1.15.2 You authorise us to debit those fees and charges to your Card Account as set out in the Credit Card Offer. Unpaid fees and charges debited to your Card Account will incur interest daily at the same rate that applies to Purchases.

1.16 STATEMENTS

1.16.1 We will send you a statement for your Card Account each month. We may not send you a statement where there is no activity or outstanding balance on your Card Account.

1.16.2 You may request a statement at any time, but we may charge a fee for providing a duplicate or additional statement.

1.16.3 You should check all entries on your statement carefully and notify us promptly of any error or Unauthorised Transaction. For information about your liability for Unauthorised Transactions, please refer to the Guide to Banking Services.

1.17 CURRENCY CONVERSIONS

1.17.1 Transactions made using your Card in currencies other than Australian (AUS) Dollars will be converted to AUS Dollars at exchange rates determined by Visa at the time of the transaction. An overseas transaction fee is charged to your Card Account for all foreign ATM cash withdrawals.

1.17.2 Refunds incurred in currencies other than AUS Dollars are converted to AUS Dollars as at the date they are processed by Visa at exchange rates determined by Visa. This often results in the refund being converted using a different exchange rate from the one used to convert the original Purchase or cash withdrawal. This may result in your refund amount being a different amount to the amount that you paid.

1.18 VISA ZERO LIABILITY

1.18.1 In addition to the limits placed on your liability pursuant to the ePayments Code, the Visa card scheme rules provide that you will not be liable for any Unauthorised Transaction on a Card if:

- (a) the Unauthorised Transaction was not effected at an ATM (this will include Transactions effected prior to notification to us of the Unauthorised Transactions, or lost or stolen Card);

- (b) a User has not contributed to any loss caused by the unauthorised use of your Card; and
- (c) you have provided all information and documentation reasonably requested by us, which may include provision of a statutory declaration and police report.

For information about your liability for Unauthorised Transactions under the ePayments Code, please refer to the Guide to Banking Services.

1.18.2 If you are not liable for an Unauthorised Transaction under the Visa card scheme rules, we will endeavour to refund the amount of the Unauthorised Transaction(s) within five Business Days, provided that:

- (a) you have provided all information and documentation reasonably requested by us;
- (b) you are not otherwise in default or breach of your Credit Card Contract; and
- (c) we have not reasonably determined that further investigation is necessary before refunding the amount of the Unauthorised Transaction based on:
 - (i) the conduct of the Card Account;
 - (ii) the nature and circumstances surrounding the Unauthorised Transaction; and/or
 - (iii) any delay in notifying us of the Unauthorised Transaction.

1.18.3 Any refund is conditional upon the final outcome of our investigation of the Unauthorised Transaction and may be withdrawn by us if we reasonably consider that this clause 1.18 should not apply as a result of those investigations.

1.19 VISA SECURE

1.19.1 Visa Secure is a service offered by Visa which is designed to provide you with extra protection and security when you make an online Purchase from a participating merchant using your Card.

The Visa Secure service enables you to authenticate that you are communicating with us during an online shopping Transaction, and helps us to verify that it is you who is using your Card online before authorising the Purchase. Just like entering a PIN at an ATM, you gain important added protection when shopping online.

You can register for Visa Secure online at any time on our website www.auswidebank.com.au

Alternatively, you will be prompted to register during the checkout process when you make an online Purchase with a Visa Secure merchant for the first time.

1.19.2 Visa Secure is only available in connection with participating online merchants. You will know that an online merchant is a participating online merchant because you will see the Visa Secure logo and you may be asked to verify your identity before completing an online Transaction with that merchant. We do not endorse or recommend in any way any participating online merchant.

1.19.3 You will be required to use Visa Secure to make Purchases with participating online merchants. If you do not register for Visa Secure, you will not be able to make online Purchases with participating online merchants using your Card.

1.19.4 When making an online Purchase or other Transaction for which Visa Secure applies, you may be asked to provide certain information to allow your identity to be validated and to verify that you are the cardholder. The information that you provide may be validated against information we hold about you and may be validated against information held by third parties with whom Visa has a relationship.

1.19.5 If you are unable to provide the requested information to validate your identity, or if the information you provide is inaccurate or incomplete, or if the authentication process otherwise fails, the merchant may not accept your Card or payment for that Transaction and you may be unable to complete an online Transaction using your Card.

1.19.6 The Visa Secure service may be discontinued, terminated or suspended by Visa at any time without notice.

1.20 VISA PAYWAVE

1.20.1 Your Card includes Visa payWave contactless technology. This means you can make Purchases on your Card of up to \$100 without a PIN by tapping your Card on a contactless POS terminal.

1.20.2 Contactless Transactions of \$100 or over \$100 will be required to be authorised by your PIN.

1.20.3 Visa payWave Transactions are backed by Visa's Zero Liability policy. See clause 1.18 for more information.

1.21 CHARGEBACK RIGHTS

1.21.1 In some circumstances, you can request a reversal (a "chargeback") of a Transaction if you have a dispute with a merchant about it.

1.21.2 Our ability to investigate any disputed Transaction on your Card and subsequently process a chargeback is restricted by the amount of disputes and time limits imposed under the Visa card scheme rules. Our ability to dispute a Transaction on your behalf (where a chargeback right exists) may be lost if you do not notify us within the required timeframes.

1.21.3 If you believe that you are entitled to a chargeback, you must notify us promptly, and in any event no later than 75 days after the date of Transaction on your receipt.

1.21.4 While your dispute is being investigated by us, the value of the disputed Transaction may remain debited to your Card Account or may be treated as a reduction of your Credit Limit until the dispute is resolved.

1.21.5 If you notify us in time, and we are satisfied that you are entitled to a chargeback, we will credit your Card Account for the amount initially debited for the Transaction. However, the merchant also has rights to have the Transaction further investigated and re-debited if appropriate.

1.21.6 You may not claim a chargeback for Transactions at EFTPOS terminals using the "savings" or "cheque" option or for Transactions using Visa payWave.

1.22 DEFAULT

IMPORTANT: THE EVENTS WHICH MAY CAUSE YOU TO DEFAULT UNDER YOUR CREDIT CARD CONTRACT ARE LISTED BELOW. YOU MAY DEFAULT EVEN IF YOU HAVE MADE ALL YOUR PAYMENTS. IF YOU ARE IN DEFAULT, WE MAY CANCEL YOUR CARD AND REQUIRE REPAYMENT OF THE BALANCE OUTSTANDING.

1.22.1 You will be in default under your Credit Card Contract if:

- (a) you fail to pay any money to us when due;
- (b) you become bankrupt, are wound up, or become subject to administration or receivership or any similar thing under any law;
- (c) you are sentenced to jail for a term of 12 months or more; or
- (d) any information you gave to us in relation to this Credit Card Contract is found to be materially untrue or misleading.

1.22.2 If you are in default under your Credit Card Contract, we may take any of the following actions:

- (a) Suspend your Card and any Additional Cardholder's Card.
- (b) Cancel your Card and any Additional Cardholder's Card.
- (c) Require repayment of the Outstanding Balance of your Card Account and all other money payable under your Credit Card Contract after giving you at least 30 days notice of the default.

1.22.3 If you do not pay the minimum repayment for a statement period by the due date, we may elect not to provide any further credit to you until the Card Account is brought up to date and you satisfy any other requirements we reasonably impose.

1.22.4 Our rights under your Credit Card Contract are unaffected by any delay in exercising those rights or by it giving you any time or other indulgence, except to the extent those rights are waived by law.

1.23 ENFORCEMENT EXPENSES

IMPORTANT: IF YOU DEFAULT UNDER YOUR CREDIT CARD CONTRACT, ENFORCEMENT EXPENSES MAY BE PAYABLE. THIS MEANS THAT YOU MAY HAVE TO PAY ANY OF OUR REASONABLE COLLECTION EXPENSES, AND ANY OTHER INTERNAL OR EXTERNAL COSTS WE REASONABLY INCUR AS A RESULT OF YOUR DEFAULT.

1.23.1 Enforcement expenses may become payable by you if you default under or breach your Credit Card Contract. We may debit your Card Account with our enforcement expenses at any time after they are incurred.

1.23.2 Enforcement expenses include collection expenses, expenses resulting from dishonour of a payment, and any internal or external costs we incur as a result of you breaching or defaulting under your Credit Card Contract (including legal costs and expenses

on a full indemnity basis or solicitor and own client basis, whichever is higher).

1.23.3 If your Credit Card Contract is regulated by the National Credit Code or similar laws, enforcement expenses payable by you will not exceed our reasonable enforcement costs (including internal costs).

1.23.4 You indemnify us from and against any expense, loss, loss of profit, damage or liability which we incur as a consequence of a breach of or default under your Credit Card Contract, except where such loss arises from the mistake, error, fraud, negligence or wilful misconduct of us, our employees, our agents or a receiver we appoint, or is otherwise recovered by us.

1.24 CANCELLATION OR SUSPENSION OF YOUR CARD BY US

1.24.1 In addition to our rights on default as set out in clause 1.22, we may suspend or cancel your card or an additional cardholder's card (or both) at any time without prior notice. In particular, we may suspend or cancel a card if we consider it reasonably necessary to prevent loss to you or us, including for security reasons and if there is suspected fraud.

1.24.2 If we cancel a card, you must ensure that it is either returned to us (cut in half through the magnetic strip and chip if present for protection) or destroyed.

1.24.3 If we cancel or suspend a card, we will notify you promptly afterwards. We may also block or terminate access to your Card Account.

1.24.4 If we cancel or suspend a card under this clause 1.24, you must continue paying the minimum repayment amount shown on each statement issued after the cancellation or suspension. Interest, fees and charges, and government charges will continue to be charged to your Card Account.

1.24.5 You indemnify us against any loss or damage you or an additional cardholder may sustain as a result of your card or an additional cardholder's card being cancelled or suspended.

1.25 CLOSING YOUR CREDIT CARD ACCOUNT AND TERMINATING YOUR CREDIT CARD CONTRACT

1.25.1 You may close your Card Account and terminate your Credit Card Contract at any time by giving us notice in writing. We will take reasonable steps to give effect to your request as soon as practicable.

1.25.2 Before we close your Card Account and terminate your Credit Card Contract, you must repay any Outstanding Balance of your Card Account plus any interest and fees and charges owing but not yet debited. Your obligations under your Credit Card Contract will continue, and interest, fees and charges, and our reasonable enforcement expenses will continue to be chargeable, until the Outstanding Balance of your Card Account is reduced to zero.

1.25.3 Once your Card Account is closed, you must destroy your Card and cancel any recurring payments to your Card Account.

1.25.4 You will continue to be responsible for any Transactions made before we fully process the closure of your Card Account.

1.26 ELECTRONIC BANKING

1.26.1 You may access your Card Account via our electronic banking services, such as through your Card, BPAY, phone banking, and internet and mobile banking.

1.26.2 You will be given a Code, client number, PIN and/or a combination of all these to access your Card Account electronically. These are called the “Codes”.

1.26.3 When you use our electronic banking services, your instructions may be carried out if:

- (a) they are permitted by these Credit Card Terms and Conditions; and
- (b) they comply with the directions on how to use our electronic banking services.

1.26.4 It is very important that you keep your Card and Codes secure and ensure that any Additional Cardholder also does so. If you fail to follow the security recommendations set out below, you may be liable for any unauthorised use of the Card.

1.26.5 You and any Additional Cardholder must:

- (a) sign the back of the Card immediately on receipt using a ballpoint pen;
- (b) always keep the Card in a safe secure place and check regularly to ensure that it has not been lost or stolen;
- (c) not let anyone else see you entering your Code when making a Transaction;
- (d) when a Transaction is complete, ensure that you have your Card and any receipt; and
- (e) not permit any other person to use the Card.

1.26.6 You must notify us immediately as soon as you realise or suspect that anyone else knows your Code(s). If you realise or suspect that anyone else knows your PIN, we will ask you to select a new PIN. If you don't select a new PIN when asked, we may suspend your Card until you do so.

1.26.7 These Credit Card Terms and Conditions do not contain all the terms for accessing your Card Account via electronic banking. For the terms relating to liability for Unauthorised Transactions, BPAY payments, phone banking, and internet and mobile banking, please refer to the Guide to Banking Services. The Guide to Banking Services is available on our website at <http://www.auswidebank.com.au/info/terms-and-conditions/>

1.27 CHANGES WE CAN MAKE TO YOUR CREDIT CARD CONTRACT

IMPORTANT: WE CAN MAKE CHANGES TO YOUR CREDIT CARD CONTRACT AT ANY TIME. IN MAKING ANY CHANGES, WE WILL ACT REASONABLY. WE WILL ENDEAVOUR TO GIVE YOU REASONABLE NOTICE OF CHANGES, BUT WE RESERVE THE RIGHT TO MAKE IMMEDIATE CHANGES TO INTEREST RATES.

1.27.1 Acting reasonably, we may change or vary any term of your Credit Card Contract at any time without your consent, including:

- (a) changing the Annual Percentage Rate (including the interest margin);

- (b) changing the amount, frequency or due date of repayments;
- (c) changing the amount or frequency of the payment of any fee or charge, or the due date of payment;
- (d) imposing a new fee or charge;
- (e) changing the method of calculating or debiting interest;
- (f) changing the transaction limits; and
- (g) making any other reasonable change.

1.27.2 You will be notified of any change or variation to your Credit Card Contract in accordance with any requirement of the National Credit Code or any other applicable code or law on or before the day the change takes effect. For example, we will give.

(a) notice of an increase in the Annual Percentage Rate no later than the day on which the increase is to take effect;

(b) at least 20 days written notice if we increase charges, change your liability for losses for Transactions, or make any other change to your Credit Card Contract which increases your obligations or reduces the time for any payment; or

(c) at least 30 days written notice of any change in the manner in which interest is calculated or the frequency with which it is debited, or the imposition of a new fee or charge.

1.27.3 We are not required to give prior notice of any reduction or cancellation of daily limits for cash withdrawals, Purchases and transfers using electronic and phone banking, or any other change to your Credit Card Contract, which is required to immediately restore or maintain the security of a system or an individual Card Account, including the prevention of systemic or individual criminal activity (such as fraud).

1.27.4 You may not be notified of changes which reduce your obligations. Any variation will take effect from the date specified in the notice of change we give you.

1.27.5 If you are not satisfied with any change or variation to your Credit Card Contract, you may close your Card Account in accordance with clause 1.25.

1.28 GENERAL MATTERS

1.28.1 You must tell us promptly if you change your name, address, or other contact details.

1.28.2 You must provide us with any documents or other evidence we reasonably require to enable us to verify your identity or other information about you.

1.28.3 Subject to any applicable laws, we may give you any notice, statement, demand, court document (including any collection notice, default notice, court originating process or other court document) or other document connected to your Credit Card Contract by:

- (a) giving it to you personally;
- (b) leaving it at or posting it to your residential or business address last known to us;
- (c) electronic means to your electronic address last

known to us; or

(d) any other means permitted by law.

Any notice, statement, demand, court document or other document may be signed by any employee, solicitor or agent on our behalf.

1.28.4 We may at any time assign, novate or otherwise deal with our rights and obligations under your Credit Card Contract and any document or agreement entered into or provided under or in connection with your Credit Card Contract in any way we wish. We may disclose personal and credit information about you in connection with any such dealing. You must sign anything and do anything we reasonably require to enable any dealing with your Credit Card Contract or any document or agreement entered into or provided under or in connection with your Credit Card Contract. Any dealing with our rights does not change your obligations under your Credit Card Contract in any way. You cannot assign, novate or otherwise deal with your rights and obligations under your Credit Card Contract.

IMPORTANT: WE MAY DISCLOSE INFORMATION ABOUT YOU TO ANY THIRD PARTY INVOLVED IN AN ACTUAL OR PROPOSED ASSIGNMENT, NOVATION OR DEALING BY US UNDER YOUR CREDIT CARD CONTRACT, AND THAT DISCLOSURE MAY BE IN A FORM THAT MAY ENABLE THAT THIRD PARTY TO IDENTIFY YOU.

1.28.5 A failure or delay by us to exercise in whole or part any right or power under your Credit Card Contract does not result in a waiver of that right or power. A waiver will only be made in writing and must be signed by us.

1.28.6 If any provision of your Credit Card Contract is held to be invalid, illegal or unenforceable, the remaining provisions continue to operate and remain valid and enforceable.

1.28.7 If the National Credit Code applies to your Credit Card Contract and if that code would make any provision of this agreement illegal, void or unenforceable, or a provision of your Credit Card Contract would contravene a requirement of the code or impose an obligation or liability which is prohibited by the code, your Credit Card Contract is to be read as if that provision were varied to the extent necessary to comply with the code or, if necessary, omitted.

1.28.8 Your Credit Card Contract is governed and interpreted in accordance with the law for the time being in force in the place shown as your address in your Credit Card Offer.

SECTION 2. DEFINITIONS

Additional Cardholder: means any person nominated by you, and approved by us, to access your Card Account and to be issued with a Card linked to your Card Account.

Annual Percentage Rate: means the annual percentage rate that applies to your Card Account as varied by us from time to time.

Balance Transfer: means a transfer of the balance of another non-Auswide Bank credit card or store card to your Card.

Business Day: means any day Auswide Bank is normally open for business in Queensland but not a Saturday, Sunday or public holiday.

Card: means any credit card that we provide you or an Additional Cardholder under your Credit Card Contract.

Card Account: means your Visa Credit Card Account.

Cash Advance: means a debit to your Card Account:

- (a) which results in you receiving actual cash; or
- (b) where the funds are used to purchase “cash equivalent” items such as cheques or travellers cheques ;or
- (c) where the funds are credited to any other account held by you or a third party, including transfers via internet or mobile banking or over the counter; or
- (d) where goods, services or cash are obtained using any cheques linked to your Card Account,

and includes cash withdrawals at an ATM or Auswide Bank branch, debit transfers, Bank@Post withdrawals, and transfers through internet banking and phone banking.

Closing Balance: means the amount shown on your statement as your closing balance, being the total amount then due by you to us.

Code: means any PIN , password and/or any other code we give you to access your Card and/or Card Account.

Credit Limit: means the maximum amount of credit we make available on your Card Account as specified in your Credit Card Offer or as varied from time to time.

Credit Card Contract: means the credit contract entered into by you and us which incorporates these Credit Card Terms and Conditions and includes any variations of that contract. Your Credit Card Offer and these Credit Card Terms and Conditions together comprise your Credit Card Contract.

EFTPOS: means electronic funds transfer at point of sale.

Guide to Banking Services: means the Auswide Bank Guide to Banking Services which is available at <http://www.auswidebank.com.au/info/terms-and-conditions/>.

Linked Account: means an account with us other than the Card Account or any other Auswide Bank Credit Card Account which a User nominates and which we authorise a User to access by using their Card.

Outstanding Balance: means, at any time, the total amount owing under your Card Account.

PIN: means the Personal Identification Number you use with the Card.

Purchase: means any purchase made using a Card or Card details whereby an amount is charged by a supplier for the supply of any goods or services purchased.

Supplier: means any person authorised by a User to debit your Card Account for payment of goods and/or services purchased from a Supplier using your Card Account.

Transaction: means any Purchase or Cash Advance.

Unauthorised Transaction: means a Transaction on your Card or Card Account that is not authorised by a User.

User: means you and any Additional Cardholder approved by us.

SECTION 3. INFORMATION STATEMENT

The following statement is prescribed by law. Not all of the information in this statement may apply to you.

INFORMATION STATEMENT

THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and your credit provider.

It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, the AFCA scheme, or get legal advice.

THE CONTRACT

1. How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before —

- your contract is entered into; or
- you make an offer to enter into the contract;

whichever happens first.

2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep. If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as:

- you have not obtained any credit under the contract; or
- a Card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract. However, you will still have to pay any fees or charges incurred before you terminated the contract.

4. Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract

5. How can I find out the payout figure?

You can write to your credit provider at any time and ask for a statement of the payout figure as at any date you specify. You can also ask for details of how the amount is made up. Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example:

- you get at least same day notice for a change to an Annual Percentage Rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for —
- a change in the way in which interest is calculated; or
- a change in credit fees and charges; or
- any other changes by your credit provider; except where the change reduces what you have to pay or the change happens automatically under the contract.

9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement. If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted by phone on 1800 931 678, by email at info@afca.org.au, or in writing to GPO Box 3, Melbourne VIC 3001.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at www.asic.gov.au.

INSURANCE

10. Do I have to take out insurance?

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider cannot insist that you use any particular insurance company.

11. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal. Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance. You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13. In that case, what happens to the premiums?

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

14. What happens if my credit contract ends before any insurance contract over mortgaged property?

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

MORTGAGES

15. If my contract says I have to give a mortgage, what does this mean?

A mortgage means that you give your credit provider certain rights over any property you mortgage. If you default under your contract, you can lose that property and you might still owe money to the credit provider.

16. Should I get a copy of my mortgage?

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into. However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

17. Is there anything that I am not allowed to do with the property I have mortgaged?

The law says you cannot assign or dispose of the property unless you have your credit provider's, or the court's, permission. You must also look after the property. Read the mortgage document as well. It will usually have other terms and conditions about what you can or cannot do with the property.

18. What can I do if I find that I cannot afford my repayments and there is a mortgage over property?

See the answers to questions 4.4.1 and 4.4.2. Otherwise you may:

- if the mortgaged property is goods — give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- sell the property, but only if your credit provider gives permission first; or

- give the property to someone who may then take over the repayments, but only if your credit provider gives permission first. If your credit provider won't give permission, you can contact the AFCA scheme for help. If you have a guarantor, talk to the guarantor who may be able to help you. You should understand that you may owe money to your credit provider even after the mortgaged property is sold.

19. Can my credit provider take or sell the mortgaged property?

Yes, if you have not carried out all of your obligations under your contract.

20. If my credit provider writes asking me where the mortgaged goods are, do I have to say where they are?

Yes. You have 7 days after receiving your credit provider's request to tell your credit provider. If you do not have the goods, you must give your credit provider all the information you have so they can be traced.

21. When can my credit provider or its agent come into a residence to take possession of mortgaged goods?

Your credit provider can only do so if it has the court's approval or the written consent of the occupier which is given after the occupier is informed in writing of the relevant section in the National Credit Code.

GENERAL

22. What do I do if I cannot make a repayment?

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways:

- to extend the term of your contract and reduce payments;
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

23. What if my credit provider and I cannot agree on a suitable arrangement?

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request, you can complain to the AFCA scheme. Further details about this scheme are set out below in question 4.4.4.

24. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

25. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully. IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE

INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED BY PHONE ON 1800 931 678, BY EMAIL AT INFO@AFCA.ORG.AU, OR IN WRITING TO GPO BOX 3, MELBOURNE VIC 3001.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

Auswide Bank Ltd

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