

Amplify Business Credit Card Conditions of Use.

Your Credit Contract includes this Conditions of Use brochure, the letter which advises both your credit limit and other prescribed information (the Offer) we are required to give you by law.

Important information for the primary cardholder

By requesting the issue of any card, the primary cardholder:

- 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 primary cardholder's benefit and is intended for use only for its business purposes.

We strongly recommend that you read this booklet carefully and retain it for your future reference. If you do not understand any part of it, please contact our staff on 13 13 76. They will be happy to explain any matter for you.

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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 Banking password or Internet and Phone Banking access number or combinations of these.

It does not include a method requiring your manual signature as the main way in which we ensure you gave us an instruction.

account owner means you, a BankSA customer, identified as the account owner in the Offer and does not include any additional cardholder. The account owner is also a primary cardholder. The account owner is the person who is responsible for all transactions on the card account.

additional cardholder means a person to whom a card is issued at the request of an account owner and who is authorised to operate on the card account.

agreed line of credit means the daily card limit or credit arrangement existing on a linked account, as you and we agree from time to time;

annual percentage rate or interest rate means the percentage rate or rates per annum applicable to the card account as shown in the Offer which advises your credit limit and other prescribed information which we are required to give you, or as agreed between you and us under promotion plans.

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 automated teller machine owned by us or another financial institution.

available credit means any unused portion of your credit limit excluding any uncleared cheques.

balance owing on your card account means, at any time, the difference between all amounts credited and all amounts debited to your 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.

balance transfer means any amount you or an additional cardholder transfer to your card account in accordance with clause 43.

bank, we or us or BankSA, or the Bank means BankSA – A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714 and its successors and assigns.

banking day means a day when we are open for normal banking business in your State or Territory, other than a Saturday or Sunday.

card or credit card means a Visa business credit card we issue to you or an additional cardholder for use on your card account.

card account means the Amplify Business account shown in the Offer.

cash advance means any transaction treated by us as a cash advance, including transactions where you or the additional cardholder:

- draw cash from the card account using an automatic teller machine or at a financial institution; or
- receive from a merchant a cash substitute (including, but not limited to, using the card account to purchase gambling chips or tokens, traveller's cheques or money orders, or to load value to a stored value card or facility); or
- use the card account to pay bills over the counter at a financial institution; or use the card account to purchase lottery tickets (or scratchies);
- transfer, or arrange for the transfer of, funds from the card account to another account.

This also includes any transaction against credit balances in your card account.

Merchants enter into an agreement with their chosen financial institution, enabling the Merchant to accept payment for goods and services by credit card. St. George, as the issuer of your card, is only able to determine whether to treat a transaction you make with a merchant on your card account as a purchase or a cash advance, based on information (including the type of business conducted by the merchant) provided by that financial institution in the course of processing the transaction.

Accordingly, credit card transactions made with certain merchants may be treated as cash advances, even though such transactions do not fall within any of the above transaction categories. The most common types of merchant outlet where this may occur are newsagencies and merchants that sell lottery tickets or other gambling/gaming products.

cash advance balance includes any cash advances, any fees resulting from a cash advance, and any interest charges from a cash advance that are debited to your card account.

code means a PIN, Internet and Phone Banking security number, Internet Banking password and any similar information which may be required to make EFT transactions to or from your card account and which the User is required to keep secret.

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;

credit card contract includes these Conditions of Use, the letter which advises your credit limit and the precontractual statement, if any, contained in the brochure that accompanied your application form.

daily percentage rate means the rate determined by dividing the annual percentage rate by 365.

default means an event or circumstance described as a default in clause 31.

device means an article we give a User to perform EFT transactions.

due date means the minimum payment due date included on a monthly statement issued on your card account.

EFT account means an account from or to which you can transfer funds through electronic equipment.

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 to debit or credit an EFT account and not intended to be authenticated by comparing a manual signature with a specimen signature.

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

electronic equipment includes a terminal, computer, television and telephone.

Foreign transaction is any transaction made using the card:

- in a currency other than Australian dollars; or
- 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 means 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.

Identifier means information that a User knows and must provide to perform an EFT transaction but is not required to keep secret.

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 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.

linked account means any account which is linked to the card other than the credit card account.

merchant means a provider of goods or services who accepts payment by card.

offer means the Credit Card Offer we make to you setting out details of your card account and other information and which forms part of this agreement.

PIN means the personal identification number or word which has been selected by you, or which has been allocated to you by us, for use with your card in any Electronic Banking Terminal used in conjunction with a card.

PINpad means an electronic device which allows customers to identify themselves using their PIN rather than their signature or another form of identification.

primary cardholder means the person who opens the card account with us and is liable for the debt incurred on their card as well as any additional card(s).

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.

small business means a business employing:

- (a) less than one hundred full-time (or equivalent) persons if the business is or includes the manufacture of goods; or
- (b) in any other case, less than 20 full-time[®] (or equivalent) persons, but does not include a business that opens a card account in connection with another business that does not meet the elements in (a) or (b) above.

terminal or electronic banking terminal means any authorised terminal or device in which you can use your card and PIN. This includes:

- BankSA branch terminals in Australia;
- BankSA automatic teller machines in Australia;
- Automatic teller machines of other selected financial institutions in Australia;
- Automatic teller machines overseas bearing the Visa logo;
- Electronic funds transfer at point of sale (EFTPOS) terminals;
- A contactless terminal
- 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.

user means you and the person(s) authorised by you pursuant to these terms & conditions (or other terms & conditions relating to an EFT account) to perform the type of transactions permitted by you.

we or **us** or **BankSA** or **the Bank** means BankSA—A Division of Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714 and its successors and assigns.

Westpac means Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.

you means the person named as the account owner in the Offer.

1. AGREEING TO THESE CONDITIONS OF USE

When you receive your new card or when an additional cardholder receives a new additional card, only you (the primary cardholder, as indicated by 'Issue No 1' on the front of the card) are required to activate the card account. Additional cardholders' cards (where applicable) will automatically activate thereafter, assuming the relevant identification has been provided. The first time you or an additional cardholder sign a card, activate a card or authorise a transaction on your card account you will automatically be agreeing to these conditions. These conditions then apply to all transactions on your card account.

If you do not agree with these conditions, do not sign your card and do not allow an additional cardholder to sign a card; and do not activate your card and do not carry out or permit an additional cardholder to carry out any transaction – instead, contact us to cancel your card (and destroy it for your protection).

2. OTHER CONDITIONS

All conditions applying to your linked accounts also apply when you or an additional cardholder use the card on those accounts. Those conditions form part of this agreement.

We warrant that we will comply with the ePayments Code where it applies.

The relevant provisions of the Code of Banking Practice apply to this agreement if you are an individual or a small business.

3. PRIVACY

If there are any additional cardholders, each of you agrees that each person may use the card account and have access to card account information without any other cardholder's consent.

4. YOUR ADDRESS

You must notify us if you change your residential or postal address, either in writing or by contacting our Customer Service Centre on 13 13 76.

If we cannot locate you after having made reasonable efforts to do so, we may stop operations on your card account until you give us your current contact details.

5. CARDS

We will not issue more than four cards on your card account.

We will either mail out your card or send it to a nominated branch. You may collect all cards issued. Additional cardholders may only collect their own card.

You must sign your card as soon as you receive it. You must ensure any additional cardholders do likewise.

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 "valid thru" date shown on it.

Each card remains our property. You are responsible for ensuring all cards are returned or destroyed as soon as we ask you to do so. We may issue replacement cards at any time. All cards are subject to these conditions.

6. ADDITIONAL CARDHOLDERS

You may nominate a person who is 16 years or older (unless we agree otherwise) to be your agent to operate on your card account. If approved, we will issue that person with a card linked to your card account.

You should ensure that each additional cardholder reads and understands these conditions of use.

You are responsible for the use of any additional cards and you must pay for all transactions made by the additional cardholders, including any changes.

You must tell us in writing if you want to cancel any additional card or stop any additional card from being used. You must destroy or return that card to us or, if you cannot readily do so, you must take all reasonable steps to destroy or have it returned to us.

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

- the date you ask us to cancel the additional card; and
- when you have taken all reasonable steps to have the card destroyed or returned to us.

In any case, you remain liable for all transactions the additional cardholder makes prior to the date you are no longer responsible for transactions made with that additional cardholder's card, even if the transactions are debited to your card account after that date.

We will not accept any person as an additional cardholder unless their identity has been verified in accordance with procedures prescribed under the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*. A person nominated by you to be an additional cardholder on your card account must provide any details that we request for this purpose.

You consent to us giving any additional cardholder information about your card account.

7. SECURITY OF CARDS AND PINS

The security of your card and PIN and the card and PIN of any additional cardholder is very important as they allow unrestricted access to your card account and any linked account. You must make every effort to see that your card and any record of your PIN are not misused, lost or stolen. If you fail to ensure the security of your card and PIN your liability is determined under condition 24.

Your obligations

You must:

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

Your own personally selected 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 PIN?

If you require a memory aid to recall your PIN you may make such a record provided the record is reasonably disguised. However, we do not consider that the following examples provide a reasonable disguise, and you agree:

- not to record your disguised PIN on your card
- not to disguise your PIN by reversing the number sequence
- not to describe your disguised record as a "PIN record" or similar
- not to disguise your PIN using alphabetical characters or numbers: A = 1, B = 2, C = 3, etc
- not to select or disguise your PIN using any of the following combinations (or parts of them):
 - dates of birth
 - personal telephone numbers
 - car registration numbers
 - your name
 - family members' names
 - social security numbers
 - licence numbers

- not to store your PIN in any low security electronic device of any kind, such as (but not limited to):
 - calculators
 - personal computers
 - electronic organisers.

There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your PIN.

You must exercise extreme care if you decide to record a memory aid for your PIN.

Please note: Liability for losses resulting from unauthorised transactions is determined under the relevant provisions of the ePayments Code, where that Code applies, despite your obligations set out above.

Additional cardholders

We give your additional cardholders the convenience and security of being able to personally select their own PIN (which may be a word or number). You must ensure that each additional cardholder signs their card as soon as they receive it, protects their card and stores their PIN as safely as this condition requires you to protect and store yours.

8. LOST OR STOLEN CARDS OR PIN REVEALED OR SUSPECTED UNAUTHORISED TRANSACTIONS

You must tell us and ensure that an additional cardholder tells us as soon as possible if a card is lost or stolen or you suspect that a PIN is known to someone else or you suspect any unauthorised telephone, mail or other type of remote access use of your card account or that unauthorised transactions have been made.

You may notify us in Australia by telephoning us on 1800 028 208 (available 24 hours a day).

If you are overseas, you may notify us by calling +61 2 9553 5883 (available 24 hours a day). A telephone call made to this number may be made on a "reverse charge" basis and you will not be charged.

If a card is reported lost or stolen, we place a hold on all cards issued on your card account. The person reporting a card lost or stolen, must inform all other cardholders.

If you do not notify us you may be liable for unauthorised use – see condition 24.

You will need to give us all relevant information you may have, so that we can suspend card access to your card account and linked accounts.

You may be asked to confirm in writing any notice you give us by telephone. A failure to do so will not affect your liability for unauthorised transactions, however, it will help us to effectively deal with your report.

When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.

In Australia, if you are unable to report to us because our facilities are unavailable, you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell us, provided you tell us within a reasonable time after our facilities become available again.

If a card which has been reported lost or stolen is recovered, it must be destroyed and not used again.

9. CREDIT LIMIT

Your credit limit is shown in the Offer. This is the maximum amount of credit you or any additional cardholder may normally obtain on your card account, including any accrued fees or interest charges.

You should tell each additional cardholder about your credit limit. You are responsible if the credit limit is exceeded. If disclosed in the Offer, a fee may be charged if your credit limit is exceeded.

If the balance owing on your card account is more than the credit limit, you must promptly repay us the excess amount. We need not ask you for this amount first.

You may apply to us to increase your credit limit and, if we decide to do so, we must tell you the new credit limit in writing.

We may reduce the credit limit. If we do so, we tell you in writing. Refer to clause 37 for information about how we may make this change.

10. USING THE CARD

10.1 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 Visa symbol is displayed.

The fact that the Visa 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 the following forms 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.

Some transactions need authorisation from us. We may choose not to authorise a proposed transaction.

If we approve an authorisation we reduce the available credit on your 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 account 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, your available credit is reduced by up to the amount of the estimated cost.

This means even though the balance owing on your card account is less than the credit limit, you may find you have no, or a reduced amount of, available credit on your card account. When

the goods and services have been supplied, the merchants may request a subsequent authorisation for the actual costs. This may have the effect of reducing your available credit by the sum of the two authorisation amounts.

You should ensure the merchant cancels the original authorisation.

You must check that the correct amount is entered in a terminal or written in the "total" box on a voucher before you authorise the transaction or sign the voucher.

Use of a card by you or an additional cardholder to make a transaction is an order for us to process the transaction. A cardholder may not 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 or an additional cardholder may only cancel periodical debits a cardholder authorises a merchant to make to your card account by direction to the merchant. 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 16).

A card must not be used for any unlawful purpose, including the purchase of goods or services, prohibited by local law applicable in the cardholder's jurisdiction.

10.2 Using the card to obtain cash

You can use your card to obtain cash advances from your card account or to obtain cash from any linked account. If

you link an account with a credit facility to your card, you can use your card to get access to that credit facility (only within Australia).

• **cash advances**

You can obtain a cash advance from your card account at any of our branches by presenting your card at the counter and using your signature.

You can also use the card in combination with your PIN to obtain cash advances up to your daily cash limit (shown in the Offer) from any of our ATMs and from the ATMs of our associated financial institutions (within Australia, call our Customer Service Centre on 13 13 76 for details). You may also be able to obtain a cash advance on your card account 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 Visa logo, if your card is a Visa card.

The minimum and maximum amount of a cash advance is set by each financial institution and the amounts may vary. The minimum through our ATMs is \$20 (subject to note denominations available).

You may be able to transfer amounts from a nominated card account to another account you have with us. Those amounts transferred will be treated as cash advances but do not

form part of your daily cash limit. This service is available for some accounts only within Australia. Details are available by calling our Customer Service Centre on 13 13 76. We do not warrant that ATMs will always have money available.

If you are registered as a BankSA Phone Banking user, you may also be able to transfer amounts from your card account to your linked account by using the BankSA Phone Banking service. All amounts transferred from your card account will be treated as cash advances.

- **cash from linked accounts**

You can use your card and PIN to gain access to your linked accounts at terminals. You can therefore obtain cash from a linked account in accordance with the conditions applying to that account.

10.3 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.

10.4 Using the card – additional cardholders

Each additional cardholder may use their card on the same terms as those which apply to you under this condition 10.

10.5 Stopping operations on your card account

We may not allow any operations on your card account if we cannot locate you after having made reasonable efforts to do so. Please refer to condition 4 for further information.

11. DAILY LIMITS AT TERMINALS

11.1 Cash limit

- ATM and EFTPOS

The maximum total amount of:

- cash advances you and any additional cardholder can obtain with cards through ATMs, and
- cash you and any additional cardholder can obtain from your linked accounts through ATMs and EFTPOS,

on any one day is shown in the Offer (that is, this is the maximum total of cash advances and cash that can be obtained from linked accounts for each cardholder).

Merchants or other providers of facilities may impose additional limits.

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

You or any additional cardholder can ask us to change any of these limits for your or your cardholder's own card (up to the maximum limit we agree) through Internet Banking or by calling us or visiting a branch. Bear in mind that when you or an additional cardholder increase a limit, you, as the account holder, may be at risk of larger financial losses in the event of unauthorised transactions.

11.2 Purchases limit

- EFTPOS

The maximum amount of value you can obtain with the card and PIN from a linked account for purchases of goods and services through EFTPOS on any one day is shown in the Offer.

For the purpose of this condition 11, each day ends at 12 midnight in New South Wales.

Merchants or other providers of facilities may impose additional limits.

12. USING A TERMINAL

When you or an additional cardholder use the card and PIN at a terminal, you authorise us to act on the instructions entered into the terminal.

There may be short periods when transactions will not be available when we are maintaining our systems.

If it is not possible to carry out the instructions you or an additional cardholder give a terminal on your card account, the transaction will not be accepted.

A card may be retained in a terminal if you or an additional cardholder enter an incorrect PIN on three consecutive occasions.

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

You may elect not to require a receipt to be issued at a terminal which identifies which one of you or an additional cardholder has used the card account.

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.

13. PROCESSING TRANSACTIONS

We may assign any date we consider appropriate to a debit or credit to your 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 your card account (including cash deposited at ATMs) as soon as practicable after we receive them. This is not necessarily the same day that you pay.

We may subsequently adjust debits and credits to your card account so as to accurately reflect the legal obligations of you 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 the interest charges).

14. FOREIGN TRANSACTIONS ON YOUR CARD ACCOUNT

14.1 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 Offer or in any notice we give you notifying you of a change in these fees. Details are also available at banksa.com.au/business/credit-card

14.2 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 the applicable card scheme, and the Foreign transaction fee.

The method of conversion is as follows:

If a Visa card is used to make a transaction in a foreign currency on your Card Account, the transaction is converted into Australian dollars by Visa International using:

- a rate Visa International selects from the range of rates available to it in wholesale currency markets for the date on which Visa International processes the transaction. The rate Visa International selects may vary from the rate Visa International receives itself; or
- a rate a government requires Visa International to apply to the conversion as at the date Visa International processes the transaction.

Visa International may convert a transaction in a foreign currency into US dollars prior to converting it into Australian dollars.

If a MasterCard card is used to make a transaction in a foreign currency on your Card Account, 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.

14.3 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.

14.4 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 the applicable card scheme in accordance with clause 14.2 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.

15. WHAT YOU MUST PAY

You must pay us for all amounts debited to your 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 your card account in accordance with condition 27.4;
- (c) the amount of all cash advances;
- (d) interest charges;
- (e) government taxes, duties and charges payable by us in connection with the card account

(whether or not you are primarily liable to pay them); and

- (f) the service fee and any of our other fees or charges referred to in condition 19.1. You are also liable for unauthorised use of your card as set out in condition 24.

16. STATEMENTS AND MONTHLY PAYMENTS

We send you a monthly statement (the actual date may vary slightly each month) for your card account. However, we need not send you a statement if:

- (a) no amounts have been debited or credited to your 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; or
- (b) the account has a zero balance and no amounts have been debited or credited to your card account during the statement period.

The statement includes:

- (i) the start and end dates of the statement period;
- (ii) the opening and closing balance of your card account;
- (iii) the due date for payment, which is 25 days after the statement date; and
- (iv) the minimum payment (see below);
- (v) the interest charges; and
- (vi) fees and charges debited to your card account.

It also lists all transactions and amounts debited or credited to your card account during the statement period.

All amounts requiring payment are shown on the statement in Australian dollars. You should check the entries on your statement carefully and promptly report any error or unauthorised transaction to us, or query an entry on a statement, if possible, before the due date for payment. You can do so by phoning us on 13 13 76.

You are responsible for paying all amounts shown on the statement but you need not pay the entire closing balance outstanding shown on a statement, unless the minimum payment required is the closing balance. You must pay the minimum payment shown on each statement by the due date and you may pay more or all of the closing balance outstanding if you wish. The minimum payment requirement is shown in the Offer.

If there is an overdue amount shown on the statement, you must promptly pay us that amount. We need not ask you for this amount first. This amount is in addition to the normal minimum payment.

16.1 Chargebacks

In some circumstances, card scheme rules allow us to charge a transaction on your card account back to the merchant with whom you made the transaction. We will claim a chargeback right (if the right is available) for a transaction on your card account if:

- you ask us to do so; and
- you give us the information and material we require to support the chargeback, within 30 days after the date of the statement on which the transaction is recorded. You may do so by phoning us on 13 13 76.

Otherwise any chargeback we have under card scheme rules may be lost.

The timeframe for disputing a transaction may not apply to reporting unauthorised EFT transactions covered by the ePayments Code.

We cannot claim a right of chargeback if the right does not exist. For example, a right of chargeback does not exist in relation to BPAY Payments from your card account. Otherwise, card scheme rules prevent us from disclosing details of when a chargeback is or is not available to us.

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

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

Refer also to conditions 24.3 and 26.23 in this context.

17. ANNUAL PERCENTAGE RATE

The annual percentage rate on your card account is shown in the Offer.

We can make changes to the annual percentage rate at any time. Refer to clause 37 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 banksa.com.au, on request at our branches or by phoning us on 13 13 76.

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

If the Offer states that you have interest free days on your card account, 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 you pay the closing balance by the due date for payment listed on every statement.

If you do not pay the closing balance on a statement by the due date for payment, you will not have interest free days on purchases or our fees unless you pay the closing balance by the due date in 2 consecutive statement periods.

If you pay 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 your card account in that statement period.

If you do 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 13 (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:*

(i) Interest charges

We charge interest on interest charges on purchases and fees which we debit to your 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 your statement for an interest charge until it is paid in full.

(ii) balance transfers

There is no interest free period for balance transfers. Interest is charged on transferred amounts from the date of transfer. Interest free days do not apply

to purchases or fees until the balance transfer amount 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 your 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 your statement for cash advances,

fees resulting from cash advances and interest charged 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 your card account with interest charges on cash advances, those interest charges become part of the balance of cash advances on your card account.

18.3 Interest charges on balance transfers

We charge interest on balance transfers and on interest charges on balance transfers debited to your card account. There is no interest free period for either balance transfers or for interest charges on balance transfers. Interest is charged from the date shown on your statement for balance transfers and interest charges on balance transfers until they are paid in full.

Any reference to the date assigned to the balance transfer means either:

- the date on which the balance transfer was made; or
- the opening date shown on the statement of account on which the balance transfer was itemised, whichever is the later.
- Whenever we debit your card account with interest charges on balance transfers, those interest charges become part of the balance of balance transfers on your card account.

18.4 General

Interest charges are added (debited) to your 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 your card account.

18.5 When interest calculation method changes

If we change the interest rate calculation method, the change takes effect from the first day of the interest period during which we make the change. That is, the interest rate calculation method change applies:

- retrospectively to all card purchases, balance transfers and cash advances from the first day of the statement period during which we make the change until the date that we make the change; and
- to all future transactions which you make on or after the date we make the change.

19. FEES AND CHARGES

19.1 We may charge the fees and charges shown in the Offer and any new fee or charge we introduce.

19.2 You must also pay an amount equal to any government charges and duties on receipts or withdrawals charged under this agreement or duties charged relating to the use of a card or to transactions on your card account or both, in each case calculated in accordance with the relevant legislation. These charges and duties are payable whether or not you are primarily liable for such charges and duties.

19.3 Details of our current fees and charges are available on request at our branches.

- 19.4** All fees are non-refundable.
- 19.5** We debit all fees and charges and government charges and duties payable under this agreement to your card account.

20. HOW TO PAY

You may pay at any of our branches (this includes St.George and Bank of Melbourne branches), through the Automatic Payment Plan, at some BankSA ATMs (this includes some St.George and Bank of Melbourne ATMs), BankSA Phone Banking, BPAY or the Internet.

The amount of credit available to you is not changed by:

- (a) the proceeds of a deposited cheque until the cheque has cleared (details of our current cheque clearance days are available at our branches); or
- (b) cash deposits until we credit them to your card account in the normal course of business.

You must pay in Australian dollars in Australia. Payments overseas are not possible. If you are overseas when a payment is due, you must still ensure that any minimum payment is made.

If you have set up an Automatic Payment Plan, we debit the payment specified on your statement to the account you selected for debiting under the Plan. We debit the payment 25 days after the statement date (or if that is not a banking day, then the next banking day).

21. AUTOMATIC PAYMENT PLAN

If you have set up an Automatic Payment Plan and the deduction is not honoured by the bank, you must

immediately pay us the amount of the required deduction. We need not ask you for it first.

If you want to change or discontinue your Automatic Payment Plan you should call us or contact one of our branches. We will then arrange to make the change you want, or arrange for the Automatic Payment Plan to be discontinued. This change will be effective from the next statement date following the date of change.

If you close the account we are debiting under your Automatic Payment Plan, you must:

- tell us the new account on which we can draw payments under your Automatic Payment Plan; or
- cancel your Automatic Payment Plan.

If you do not, you may be charged a dishonour fee, if we cannot draw a payment under your Automatic Payment Plan.

We may discontinue your Automatic Payment Plan if the Plan is not working properly – for example, if the account you selected for debiting is regularly short of funds. We would normally contact you before we discontinue your Plan.

22. WHAT HAPPENS TO PAYMENTS WE RECEIVE?

Payments to the card account are applied to amounts shown on your most recent statement, in descending order from those attracting the highest annual percentage rate to those attracting the lowest annual percentage rate, or on which interest is not charged. If the same annual percentage rate applies to more than one amount, we apply the payment to those amounts in the following order:

- interest charges;
- fees; and,
- transactions (such as cash advances or purchases).

Within each of the four categories above, the payment is applied in the order in which the relevant amount was debited to the card account. If your card account has amounts owing that relate to more than one promotion plan with the same annual percentage rate, payments will first be applied to amounts which relate to the promotion plan that commenced earlier.

If the total payments to the card account since your most recent statement are more than the closing balance shown on that statement, we apply the excess to parts of the balance owing on your card account that have not yet appeared on a statement in the same order as described above.

23. DEATH OF A CARDHOLDER

We must be notified, without delay, if:

- you die; or
- an additional cardholder dies.

24. LIABILITY FOR UNAUTHORISED TRANSACTIONS

24.1 EFT transactions other than Internet and Phone Banking transactions

This condition 24.1 applies to unauthorised EFT transactions other than unauthorised Internet and Phone Banking transactions. Condition 26.23 applies to Internet and Phone Banking transactions. Your liability for unauthorised transactions by use of a card and that required a manual signature is covered by condition 24.2.

You are not liable for unauthorised transactions if it is clear you did not

contribute to losses resulting from those transactions.

Otherwise, your liability for unauthorised transactions where a PIN is required will normally be limited to:

- (a) \$150;
- (b) the balance of the EFT accounts on which the unauthorised transactions were made and to which you have access by use of your Card and PIN; or
- (c) the actual loss incurred before you notify us under condition 8 (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit), whichever is the smallest amount.

In some circumstances, you may be liable for a greater amount of unauthorised transactions by use of a Card and PIN. Please see below.

You are 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; or
- unauthorised transactions which occur after you have given us notice as required by condition 8; or
- for transactions requiring the use of a card or a card and PIN, unauthorised transactions before you receive your card and/or PIN (including a replacement or reissued card or PIN). For the avoidance of doubt, receiving a PIN includes setting a PIN for the first time when your card is first issued; or

- a card or PIN that is forged, faulty, expired or cancelled; or
- the same transaction being incorrectly debited more than once to the same account; or
- unauthorised transactions that are able to be made using an identifier without a card or PIN; or
- unauthorised transactions that are able to be made using a card and not a PIN, provided the user did not unreasonably delay in reporting the loss or theft of the card.

When you will be liable for actual losses resulting from an unauthorised transaction:

- (a) For actual losses arising from transactions which are carried out by you, a person authorised by you or another person with your knowledge and consent; or
- (b) If you have contributed to the unauthorised use because you:
 - engaged in fraud; or
 - voluntarily disclosed your PIN to anyone, including a family member or friend; or
 - indicated your PIN on your card; or
 - kept a record of your PIN (without making any reasonable attempt to disguise the PIN) with any article carried with your card or liable to loss or theft simultaneously with your card; or
 - selected a PIN which represents your birth date or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such a PIN and warned of the consequences of doing so; or
 - 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

- you acted with extreme carelessness in failing to protect the security of your PIN, your
- liability will not exceed the smallest of:
 - (i) the actual loss incurred up to the time we are notified of the loss, theft of your PIN or your card or we are notified of the existence of unauthorised transactions; or
 - (ii) the funds available in your card account and your linked accounts, 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.
- (c) If you have contributed to the unauthorised transaction because you unreasonably delay in notifying us that:
 - your card has been lost, stolen or misused; or
 - your PIN has become known to someone else,
 you will be liable for any losses directly attributable to that delay that were incurred before notification. Your 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 became aware (or should reasonably have become aware) of the events described above and the time we were actually notified; or

- (ii) the funds available in your card account and your linked accounts including any agreed line of credit; or
 - (iii) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.
- (d) You will not be liable under paragraphs (b) or (c) for losses incurred on any accounts which we had not agreed could be accessed by using your card and/or PIN. Your liability under paragraph (b) is also subject to us proving on the balance of probability that you contributed to the losses in one or more of the ways described in paragraph (b).
- (e) Your liability for losses from unauthorised transactions will not exceed the amount of the loss that would result after the exercise of any claim or other right we have under the rules of the card scheme against any other party to the card scheme (whether or not that claim or other right is actually exercised). Refer also to condition 16 in this context.

Liability for manual signature card transactions

24.2 Liability for unauthorised EFT transactions are subject to the ePayments Code and are covered by conditions 24.1, 26.23 and 27.23. Liability for unauthorised transactions conducted by use of a card and that require a manual signature are not subject to the ePayments Code and are covered by this condition 24.2.

Condition 7 sets out your obligations to maintain the security of your card. Condition 8 sets out your

obligations if you lose your card or if your card is stolen. Please read those conditions carefully.

Normally, if any card is lost or stolen, you will only be liable for unauthorised transactions by use of the card and a manual signature up to a maximum of \$150. However, if you do not meet the obligations in condition 7, you are liable for any unauthorised transactions conducted by use of a card and that required a manual signature. Also, if you unreasonably delay in notifying us under condition 8 that your card is lost or stolen, you are liable for any unauthorised transactions conducted by use of the card and that required a manual signature, made prior to you notifying us.

In any case, you are not liable for losses caused by:

- (a) unauthorised transactions which occur after you have given us notice as required by condition 8;
- (b) unauthorised transactions before you receive your card; or
- (c) the same transaction being incorrectly debited more than once to your card account.

Unauthorised transactions and chargebacks

24.3 Your liability for losses from unauthorised transactions will not exceed the amount of the loss that would result after the exercise of any claim or other right we have under the rules of the card scheme against any other party to the card scheme (whether or not that claim or other right is actually exercised). Refer also to condition 16 in this context.

Additional cardholders

- 24.4** Condition 24 applies equally if any additional cardholder contributes to the unauthorised use or unauthorised transactions in any of the ways listed in the condition.

Transactions you or an additional cardholder make

- 24.5** No transaction entered into by you or an additional cardholder can be an unauthorised transaction for the purpose of this condition 24.

25. DEPOSITS AT BANKSA ATMS

Deposit envelopes from BankSA ATMs are opened and the contents are verified by our staff. If the envelope contents differ from the amount recorded by the terminal as having been deposited, we correct the error and tell you as soon as possible about the difference and the actual amount which has been credited to either or both your card account and any linked account.

Coins are not accepted for deposit.

Please note: You may make deposits only through a BankSA ATM (this includes St.George and Bank of Melbourne ATMs) that accept deposits. Deposits lodged in an ATM are not available for withdrawal until we verify the deposit and credit it to your card account or linked account. A deposit at an ATM is at risk until the deposit is received by the ATM.

26. INTERNET AND PHONE BANKING

- 26.1** The Internet and Phone Banking conditions in this condition 26 apply each time you use Internet and Phone Banking.

How to start using Internet and Phone Banking

- 26.2** You must register before you use Internet and Phone Banking for the first time. You may ask us to register you by visiting any of our branches or by phoning 1300 555 203 between 8am and 9pm (CST), 7 days a week. When you ask us, we will register you for Internet and Phone Banking. For as long as you are registered, you may use Internet and Phone Banking to access the funds or credit in your card account and linked accounts and information about your card account and linked accounts.

- 26.3** When you are issued with a card, you may be automatically registered for Internet and Phone Banking. If so, we advise you by letter sent to the address held on our records.

- 26.4** When we register you for Internet and Phone Banking:
- (a) we give you an Internet and Phone Banking access number. The number may be the same as the number on your card;
 - (b) you may select your own Internet and Phone Banking security number. If you do not select one within the time we allow, we will issue an Internet and Phone Banking security number to you. If we issue an Internet and Phone Banking security number to you, we tell you what the Internet and Phone Banking security number is by letter sent to the address held on our records. You can select and change your own Internet and Phone Banking security number when you use Phone Banking. You can change your Internet and Phone Banking security number and select and change your own Internet Banking password when you use Internet Banking. For your security,

we recommend that you select an Internet and Phone Banking security number that is different from any of your ATM/EFTPOS PINs. Refer to conditions 26.17 and 26.18 regarding the security of your Internet and Phone Banking security number;

- (c) you may select your own Internet Banking password. If you do not select one within the time we allow, we will place your access to Internet Banking into "inactive" status. For your security, we recommend that you create an Internet Banking password that is unique. This password must be at least 6 characters long and must include both a letter and a number. Refer to conditions 26.17 and 26.18 regarding the security of your Internet Banking password.
- (d) You will also be registered automatically for Secure Code Service.

26.5A Your Internet and Phone Banking access number and your Internet and Phone Banking security number are the access methods for Phone Banking. Your Internet and Phone Banking access number, Internet and Phone Banking security number and Internet Banking password are the access methods for Internet Banking. You can use your Internet Banking access methods to initiate EFT transactions on your EFT accounts with us including funds transfers, making BPAY Payments, ordering bank cheques, ordering telegraphic transfers and, if you are registered and your loan terms and conditions so allow, redrawing excess payments on your loan account. You can also use your Internet and Phone Banking access methods to access any other credit facility you have with us.

Also, if you register for BPAY View, you may use Internet Banking and BPAY View to view bills. Please refer to conditions 27.18 and 27.19 for further information.

We may place your Internet and Phone Banking access into an "inactive status" if you do not access them within 120 consecutive days. You can re-activate your access anytime by calling us on 1300 555 203.

- 26.5B**
- (a) When you use your Internet and Phone Banking to initiate a transaction, certain Internet Banking transactions may be identified by us as "at risk" transactions.
 - (b) "at risk" transactions can only be performed and completed if they are authenticated by our Secure Code Service. This includes using the Secure Code provided by us for each "at risk" transaction. We will send the Secure Code to either your Australian mobile phone number by SMS or Australian landline telephone number by interactive voice response message.
 - (c) If you are currently registered for Internet Banking, you will not be able to perform certain "at risk" transactions using Phone Banking.
 - (d) In order to receive the Secure Code, you must:
 - provide us with a valid Australian mobile phone number or an Australian landline telephone number; and
 - choose your preferred method of delivery for the Secure Code – either via SMS or automated interactive voice response message.
 - (e) If you do not provide us with a valid Australian mobile or

landline telephone number, when you initiate an Internet Banking transaction that is an "at risk" transaction, you will not be able to complete that transaction.

- (f) You may from time to time change your preferred method of delivery for your Secure Code or your telephone number, or both, by following the instructions provided to you on Internet Banking.
- (g) It is your responsibility to inform us of any changes to the telephone number you have nominated to receive the Secure Code.
- (h) If, for some reason, you are unable to participate in our Secure Code Service, you may discuss with us your special circumstances by contacting the Internet Banking Helpdesk on 1300 555 203 between 8am and 9pm (AEST), 7 days a week.

26.6 We may cancel your access to Internet and Phone Banking at any time without prior notice. We inform you in writing after we cancel your access. You may cancel your registration for Internet and Phone Banking by telling us at any time that you wish to do so. If your access to Internet and Phone Banking is cancelled, you may ask us to register you again. We may refuse to give effect to any Internet and Phone Banking transaction requested by you without being required to give any reason or advance notice to you.

26.7 It is your responsibility to obtain and maintain any electronic equipment (e.g. touch tone telephone or PC) which you may need to have for you to use Internet and Phone Banking.

Availability

26.8 We will make reasonable efforts to:

- ensure that Internet and Phone Banking is available during the hours specified by us from time to time; and
- ensure that information we make available to you through Internet and Phone Banking is correct.

Transaction processing and limits

26.9 We will email an electronic receipt for a BPAY Payment or a third party payment, if you ask us to make that payment at a later time and you ask us to send you an electronic receipt once we make the payment. Otherwise, you agree that we will not issue a receipt to you for BPAY Payments and third party payments you ask us to make from your card account at a later time. We issue an electronic receipt for other Internet and Phone Banking transactions at the time of the transaction. However, an Internet and Phone Banking transaction may not be processed until the next batch processing day for the account on which you make the transaction.

26.10 Other than as set out in condition 26.9, we will provide you with a transaction receipt number each time you make an Internet and Phone Banking transaction. You should record the transaction receipt number and it should be quoted if you have any queries in relation to the transactions.

26.11 We apply an overall \$1 million limit per EFT account on the sum of all Phone Banking and Internet Banking transactions on any one day on the EFT account.

Also, we apply the following daily limits on the following Internet and Phone Banking transactions:

- the sum of \$25,000 for transfers from an EFT account used for business purposes by use of the Internet and Phone Banking access methods we issue to the person authorising the payment, rather than the Internet and Phone Banking access methods we issue to the business itself;
- the sum of \$25,000 to any one of our credit card accounts;
- \$15,000 per EFT account for BPAY Payments to certain BPAY Billers;
- \$100,000 per EFT account for BPAY Payments to any other BPAY Billers;
- the sum of \$100,000 for third party payments authorised under a form you sign and we approve;
- the sum of \$25,000 for third party payments where the payment particulars to the third party are set up online. Also, within this limit, we apply a daily limit of \$5,000 for the sum of third party payments to any one payee whose payment particulars are set up online; and
- there is a minimum redraw of \$500 on personal loan accounts.

Also, we apply the following daily limits on the following Internet Banking transactions:

- the sum of \$25,000 for all bank cheques requested in a day by use of the access methods for Internet Banking. Also, within this limit, we apply a daily limit of \$5,000 for any one bank cheque requested;
- there is a minimum amount of \$100 and a maximum of \$50,000 for any telegraphic transfer you request online for us to issue.

At any time, you cannot make more than a \$1 million funds transfer by Internet and Phone Banking to one of our home loan or personal loan accounts.

We tell you in writing if we change these limits. Refer to clause 37 for information about how we may make these changes. Merchants or other providers of facilities may impose additional limits.

26.12 If you register for Internet and Phone Banking by phone, we may contact you (usually within one banking day) to confirm your registration. We do this to ensure that it was you who registered so as to reduce the risk of fraudulent use of your EFT accounts. You can choose to set, or we may set, a \$3,000 limit on the following Internet and Phone Banking transactions prior to our confirming your registration:

- BPAY Payments
- third party payments.

The limits in condition 26.11 will apply to your Internet and Phone Banking transactions once we confirm your registration.

26.13 If you are seeking Internet and Phone Banking to use in relation to an EFT account which requires two or more to sign, you may only use Internet and Phone Banking to debit the account via funds transfer or BPAY if all authorised parties to the account have informed us in writing and we have approved your use of Internet and Phone Banking.

26.14 You acknowledge and agree that we may record by whatever means and in accordance with the ePayments Code the transactions which you effect via Internet and Phone Banking and that we may use these records to, amongst other things, establish or verify that a particular transaction was effected through the use of your Internet and Phone Banking access methods.

26.15 You may use Internet and Phone Banking to make third party payments from your card account. You may use Internet and Phone Banking to direct us to make a third party payment from your card account at a scheduled later time.

You must identify the BSB and the account number of the account to which you wish to make a third party payment. We rely on the BSB and account number only to make a third party payment from your card account. You must take care to identify the correct BSB and account number for a third party payment. Otherwise, the payment may not be made to the correct account.

If you use Internet and Phone Banking to schedule making a third party payment from your card account at a later time, we can accept an order to stop or alter the payment only if we receive your order before midnight on the banking day immediately prior to the day on which you schedule the third party payment to be made. Otherwise, we will not accept an order to stop or alter a third party payment you schedule to make from your card account at a later time. Also, we will not accept an order to stop or alter any other third party payment once you have instructed us by Internet and Phone Banking to make that payment.

26.16 You may use Internet and Phone Banking to transfer funds between your EFT accounts. You may use Internet and Phone Banking to direct us to transfer funds between your EFT accounts at a scheduled later time.

If you use Internet and Phone Banking to schedule transferring funds between your EFT accounts at a later time, we can accept an order to stop or alter the transfer only if we receive your order

before midnight on the banking day immediately prior to the day on which you schedule the transfer to be made. Otherwise, we will not accept an order to stop or alter a transfer you schedule to make between your EFT accounts at a later time. Also, we will not accept an order to stop or alter any other transfer of funds you ask us to make between your EFT accounts once you have instructed us by Internet and Phone Banking to make that transfer.

Security of your Internet and Phone Banking security number and Internet Banking password

26.17 The security of your Internet and Phone Banking security number and Internet Banking password is very important as they are comparable to your signature on a cheque. You must make every effort to ensure that your Internet and Phone Banking security number and Internet Banking password, and any record of them, is not misused, lost or stolen.

If you fail to ensure the security of your Internet and Phone Banking security number or Internet Banking password your liability is determined under condition 26.23.

Your obligations – You must:

- not record your Internet and Phone Banking security number or Internet Banking password on the computer or telephone that you use to access phone or Internet Banking
- not record your Internet and Phone Banking security number or Internet Banking password on any item that identifies your Internet and Phone Banking access number or on any article normally carried with any such item and which is liable to loss or theft with that item

- not permit any other person to use your Internet and Phone Banking security number or Internet Banking password
- not disclose your Internet and Phone Banking security number or Internet Banking password or make it available to any other person (including a family member, a friend or one of our staff)
- use care to prevent anyone else seeing your Internet and Phone Banking security number or Internet Banking password being entered into any electronic equipment.

Can you record a memory aid for your Internet and Phone Banking security number or Internet Banking password?

26.18 If you require a memory aid to recall your Internet and Phone Banking security number or Internet Banking password 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 Internet and Phone Banking security number or Internet Banking password on any item that identifies your Internet and Phone Banking access number
- not to record your disguised Internet and Phone Banking security number or Internet Banking password on the computer or telephone that you use to access Internet or Phone Banking
- not to disguise your Internet and Phone Banking security number or Internet Banking password by reversing the number and sequence
- not to describe your disguised record as a "Internet and Phone Banking Security Number record" or "Internet Banking password record" or similar

- not to disguise your Internet and Phone Banking security number or Internet Banking password using alphabetical characters or numbers: A=1, B=2, C=3, etc
- not to select or disguise your Internet and Phone Banking security number or Internet Banking password using any of the following combinations (or parts of them):
 - (a) dates of birth
 - (b) part of your name
 - (c) personal telephone numbers
 - (d) car registration numbers
 - (e) family members' names
 - (f) social security numbers
 - (g) licence numbers
- not to store your Internet and Phone Banking security number or Internet Banking password in any low security electronic device of any kind, such as (but not limited to):
 - (a) calculators
 - (b) personal computers
 - (c) electronic organisers.

There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your Internet and Phone Banking security number or Internet Banking password.

You must exercise extreme care if you decide to record a memory aid for your Internet and Phone Banking security number or Internet Banking password.

Please note: Liability for losses resulting from unauthorised transactions is determined under the relevant provisions of the ePayments Code, where that Code applies, despite your obligations set out above.

If your Internet and Phone Banking security number or Internet Banking password is revealed or you suspect unauthorised transactions

26.19 You must tell us as soon as possible if you suspect that your Internet and Phone Banking security number or Internet Banking password is known to someone else or you suspect any unauthorised use of it or that unauthorised transactions have been made.

You may notify us by telephoning us on 1300 301 805, between 8am and 9pm (CST) or outside those hours on 1300 555 203, 7 days a week.

26.20 **If you do not notify us you may be liable for unauthorised use – see condition 26.23.**

You will need to give us all relevant information you may have, so that we can suspend phone and Internet access to your EFT accounts. You must confirm in writing any notice you give us by telephone. A failure to do so will not affect your liability for unauthorised transactions, however it will help us to effectively deal with your report.

26.21 When you report the matter you will be given a notification number (or other form of acknowledgement). You should retain that number as confirmation of the date and time of your report.

26.22 If you are unable to report to us because our facilities are unavailable you are not liable for any unauthorised transaction which could have been prevented if you had been able to tell us, provided you tell us within a reasonable time after our facilities become available again.

Liability for unauthorised transactions

26.23 You are not liable for unauthorised Internet and Phone Banking transactions if it is clear you did not

contribute to losses resulting from those transactions.

Otherwise, your liability for unauthorised Internet and Phone Banking transactions will normally be limited to:

- (a) \$150;
- (b) the balance of the EFT accounts on which the unauthorised Internet and Phone Banking transactions were made and to which you have Internet and Phone Banking access; or
- (c) the actual loss incurred before you notify us under conditions 26.19 to 26.22 (inclusive) (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit),

whichever is the smallest amount.

This condition 26.23 applies equally if an additional cardholder contributed to the unauthorised use or unauthorised transactions in any of the ways listed in this condition.

You are 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 (ie providers of goods or services) who are linked to the electronic funds transfer system or of their agents or employees; or
- unauthorised Internet and Phone Banking transactions which occur after you have given us notice as required by condition 26.19; or
- unauthorised transactions before you receive your Internet and Phone Banking security number; or
- any device, identifier or code that is forged, faulty, expired or cancelled; or

- the same transaction being incorrectly debited more than once to the same account; or
- unauthorised transactions that can be made using an identifier without a device or a code; or
- unauthorised transactions that can be made using a device and not a code, provided the user did not unreasonably delay in reporting the loss or theft of the device.

Your liability for losses from unauthorised transactions will not exceed the amount of the loss that would result after the exercise of any claim or other right we have under the rules of the card scheme against any other party to the card scheme (whether or not that claim or other right is actually exercised). Refer also to condition 16 in this context.

When you will be liable for actual losses resulting from an unauthorised transaction

- (a) For actual losses arising from transactions which are carried out by you, a person authorised by you or another person with your knowledge and consent; or
- (b) If you have contributed to the unauthorised use because you:
 - engaged in fraud;
 - voluntarily disclosed your Internet and Phone Banking security number or Internet Banking password to anyone, including a family member or friend; or
 - where a Device is also needed to perform a transaction, kept a record of your Internet and Phone Banking security number or Internet Banking password

(without making any reasonable attempt to protect the security of the Internet and Phone Banking security number or Internet Banking password) with the Device or in a way that it was liable to loss or theft simultaneously with that device; or

- selected an Internet and Phone Banking security number or Internet Banking password which represents your birth date or an alphabetical code which is recognisable as part of your name immediately after you were specifically instructed not to select such an Internet and Phone Banking security number or Internet Banking password and warned of the consequences of doing so; or
- acted with extreme carelessness in failing to protect the security of your Internet and Phone Banking security number or Internet Banking password,

your liability will not exceed the smallest of:

- (i) the actual loss incurred up to the time we are notified that the security of your Internet and Phone Banking security number has been breached or we are notified of the existence of unauthorised transactions; or
- (ii) the funds available in your card account and your linked accounts including any agreed line of credit; or
- (iii) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

(c) If you have contributed to the unauthorised transaction because you unreasonably delayed in notifying us that any applicable device has been lost, stolen or misused or that your Internet and Phone Banking security number or Internet Banking password has become known to someone else you will be liable for any losses directly attributable to that delay that were incurred before notification. Your 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 became aware (or should reasonably have become aware) of the events described above and the time we were actually notified; or
- (ii) the funds available in your card account and your linked accounts, including any agreed line of credit; or
- (iii) the total amount you would have been allowed to withdraw on the days that unauthorised use occurs.

(d) No transaction entered into by you or an additional cardholder can be an unauthorised transaction for the purpose of this condition 26.

(e) You will not be liable under paragraphs (b) or (c) for losses incurred on any accounts which we had not agreed could be accessed using an applicable device or identifier and/or your Internet and Phone Banking security number and Internet banking password. Your liability under paragraph (b) is also subject to us proving on the

balance of probability that you contributed to the losses in one or more of the ways described in paragraph (b).

(f) If more than one code is required to perform a transaction and we prove that a user breached the security requirements for one or more, but not all, of those codes, you will be liable under this clause only if we also prove, on the balance of probabilities, that the breach of the security requirements was more than 50% responsible for the losses.

Additional cardholders

Conditions 26.23(a) and (b) equally apply if an additional cardholder contributed to the unauthorised use or unauthorised transactions in any of the ways listed in those conditions.

Internet and Phone Banking service malfunction

26.24 Please tell us about any service fault or difficulty with our Internet and Phone Banking service by calling 1300 555 203 between 8am and 8pm (CST), 7 days a week.

Account aggregation services and disclosure of your PIN or Internet and Phone Banking security number or Internet Banking password

26.25 If you want a third party to collect information about your accounts from us so that it can be aggregated with information about accounts you have, you may be asked to give details of your PIN or Internet and Phone Banking security number or Internet Banking password or Internet and Phone Banking access number to that third party. Before doing so you must check that the third party is approved by us.

We will not treat the disclosure of your PIN or Internet and Phone Banking

security number or Internet Banking password or Internet and Phone Banking access number to a third party we have approved as a breach by you of conditions 7 (Security of cards and PINs), 8 (Lost cards or PIN revealed), 24 (Liability for unauthorised transactions) or 26 (Internet and Phone Banking) of these conditions of use.

Business Customers

26.26 If you are seeking to use Internet and Phone Banking in relation to an EFT account used for business purposes, then despite any other of these conditions of use, your use of Internet and Phone Banking is subject to any other additional terms of which we inform you.

27. BPAY SCHEME

27.1 This condition 27 ("BPAY scheme Terms and Conditions") applies if you ask us to make a payment on your behalf through the BPAY scheme. We are a member of the BPAY scheme.

27.2 The BPAY scheme is an electronic payments scheme through which you can ask us whilst we are a member of that scheme to make payments on your behalf to organisations ("Billers") who tell you that you can make payments to them through the BPAY scheme ("BPAY Payments"). We will tell you if we are no longer a member of the BPAY scheme.

BPAY Payments are made using Internet and Phone Banking.

27.3 You may also receive or access bills or statements electronically (BPAY View) from participating Billers nominated by you by:

- (a) opening an email sent to you whenever a bill or statement is received by us with a link to our Internet Banking website; or

- (b) accessing our Internet Banking website.

You may choose to make a BPAY Payment using Internet and Phone Banking or any other payment method accepted by the Biller.

We are a Biller and you may nominate us as a Biller for the purposes of BPAY View. You may be able to make a transfer from an account at another financial institution, which is a member of the BPAY scheme, to your EFT accounts through the BPAY scheme.

27.4 When you ask us to make a BPAY Payment, you must give us the information specified in condition 27.10 below. We will then debit the Account you specify with the amount of that BPAY Payment. We may decide not to make a BPAY Payment if there are not sufficient cleared funds in that EFT account at the time and when you tell us to make that payment.

When we make a BPAY Payment on your behalf we are not acting as your agent or the agent of the Biller to whom that payment is directed.

How to use the BPAY scheme

27.5 You can ask us to make BPAY Payments from an EFT account you hold with us if the conditions of the account permit you to make withdrawals from that EFT account.

We may impose restrictions on the EFT accounts from which a BPAY Payment may be made. In addition to the limits specified in condition 26.11, a Biller may set limits on the amount of a BPAY Payment to that Biller.

Some Billers will not accept payment from certain accounts (for example, credit card accounts).

27.6 If there is any inconsistency between the other conditions applying to your card account and the BPAY scheme Terms and Conditions, then the BPAY scheme Terms and Conditions will apply to the extent of that inconsistency.

27.7 When you use your card account to pay a bill through the BPAY scheme, we treat that payment as a credit card purchase transaction.

27.8 A mistaken or erroneous payment received by a Biller does not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.

Valid payment direction

27.9 We will treat an instruction to make a BPAY Payment as authorised by you if, when it is given to us:

- (a) your Internet and Phone Banking security number and Internet and Phone Banking access number is entered, if you make the BPAY Payment by Phone Banking; or
- (b) your Internet and Phone Banking security number, your Internet Banking password and Internet and Phone Banking access number is entered, if you make the BPAY Payment by Internet Banking.

Information you must give us

27.10 To instruct us to make a BPAY Payment, you must give us the following information:

- (a) the EFT account you want us to debit the payment from;
- (b) the amount you wish to pay;
- (c) the Biller Code of the Biller you wish to pay (this can be found on your bill); and

(d) your Customer Reference Number (this can be found on accounts or invoices you receive from Billers).

Instructions are given by entering the correct numbers into your touch-tone telephone (where you are using the phone) or your computer (where you are using the Internet).

27.11 We are not obliged to effect a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

Payments

27.12 You may use Internet and Phone Banking to direct us to make a BPAY Payment from your EFT account at a scheduled later time. If you use Internet and Phone Banking to schedule making a BPAY Payment from your EFT account at a later time, we can accept an order to stop or alter the payment only if we receive your order before midnight on the banking day immediately prior to the day on which you schedule the BPAY Payment to be made. Otherwise, we will not accept an order to stop or alter a BPAY Payment you schedule to make from your EFT account at a later time. Also, we will not accept an order to stop any other BPAY Payment once you have instructed us to make that payment.

27.13 You should notify us immediately if you become aware that you may have made a mistake when instructing us to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your EFT account (except for a mistake as to the amount you mean to pay – for those errors see condition 27.17 below). Conditions 27.24 to 27.26 describe when and how we will arrange for such a BPAY Payment (other than in relation to a mistake as to the amount you must pay) to be refunded to you.

27.14 Subject to condition 27.36, Billers who participate in the BPAY scheme have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed:

- (a) on the date you make that BPAY Payment, if you tell us to make the BPAY Payment before our Payment Cut-Off Time (see condition 27.36 below) on a Banking Business Day; or
- (b) on the next Banking Business Day, if you tell us to make a BPAY Payment after our Payment Cut-Off Time (see condition 27.36 below) on a Banking Business Day, or on a non-Banking Business Day.

27.15 A delay might occur in the processing of a BPAY Payment where:

- (a) there is a public or bank holiday on the day after you tell us to make a BPAY Payment;
- (b) you tell us to make a BPAY Payment either on a day which is not a Banking Business Day or after our Payment Cut-Off Time on a Banking Business Day; or
- (c) another financial institution participating in the BPAY scheme does not comply with its obligations under the BPAY scheme; or
- (d) a Biller fails to comply with its obligations under the BPAY scheme.

27.16 While it is expected that any delay in processing under this agreement for any reason set out in condition 27.15 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

27.17 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment and you later discover that:

- (a) the amount you told us to pay was greater than the amount you needed to pay, you must contact the Biller to obtain a refund of the excess; or
- (b) the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount actually paid to a Biller and the amount you needed to pay.

27.18 You may register to use BPAY View. You can register for BPAY View at our website, banksa.com.au

27.19 If you register with BPAY View, whilst you are registered you:

- (a) agree to our disclosing to Billers nominated by you:
 - (i) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to enable Billers to verify that you can receive bills and statements electronically using BPAY View (or telling them if you cease to do so); and
 - (ii) that an event in condition 27.20 (b), (c), (d), (e) or (f) has occurred;
- (b) agree to us or a Biller (as appropriate) collecting data about whether you access your emails, our Internet Banking website and any link to a bill or statement;
- (c) agree to receive bills and statements electronically and agree that this satisfies the legal obligations (if any) of a Biller to give you bills and statements. Whilst you remain registered you may receive a paper bill or statement from the Biller only in the circumstances

set out in condition 27.20. For the purposes of this condition, we are the agent for each Biller nominated by you under (a) above;

- (d) agree to direct to a Biller any enquiry relating to a bill you receive electronically from that Biller;
- (e) agree that the BPAY View terms in these conditions apply to you.

27.20 You may receive paper bills and statements from a Biller instead of electronic bills and statements:

- (a) at your request to a Biller (a fee may be charged by the applicable Biller for supplying the paper bill or statement to you if you ask for this in addition to an electronic form);
- (b) if you or a Biller de-register from BPAY View;
- (c) if we receive notification that your email mailbox is full, so that you cannot receive any email notification of a bill or statement;
- (d) if your email address is incorrect or cannot be found and your email is returned to us undelivered;
- (e) if we are aware that you are unable to access your email or our Internet Banking website or a link to a bill or statement for any reason;
- (f) if any function necessary to facilitate BPAY View malfunctions or is not available for any reason for an extended period.

27.21 You agree that when using BPAY View:

- (a) if you receive an email notifying you that you have a bill or statement, then that bill or statement is received by you:
 - (i) when we receive confirmation that your server has received

the email notification, whether or not you choose to access your email; and

- (ii) at the email address nominated by you;
- (b) if you receive notification on our Internet Banking website without an email then that bill or statement is received by you:
 - when a notification is posted on our Internet Banking website, whether or not you choose to access our website; and
 - at our Internet Banking website;
- (c) bills and statements delivered to you remain accessible through our Internet Banking website for the period determined by the Biller up to a maximum of 18 months, after which they will be deleted, whether paid or not;
- (d) you will contact the Biller direct if you have any queries in relation to bills or statements.

27.22 You must:

- (a) check your emails or our Internet Banking website at least weekly;
- (b) tell us if your contact details (including email address) change;
- (c) tell us if you are unable to access your email or our Internet Banking website or a link to a bill or statement for any reason;
- (d) ensure your mailbox can receive email notifications (for example, it has sufficient storage space available); and
- (e) arrange with the Biller to send you bills or statements by an alternative means if you no longer have an EFT Account with us.

Liability for mistaken payments, unauthorised transactions and fraud

27.23 BPAY participants undertake to promptly process BPAY Payments. You must tell us promptly:

- if you become aware of any delays or mistakes in processing your BPAY Payments;
- if you did not authorise a BPAY Payment that has been made from your EFT account; or
- if you think that you have been fraudulently induced to make a BPAY Payment.

We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in conditions 27.24 to 27.26. If the ePayments Code applies and a BPAY Payment is made on your account without your knowledge or consent, liability for that unauthorised BPAY Payment will be determined in accordance with condition 26.23. Otherwise, except as set out in conditions 27.24 to 27.26 and condition 27.39 and subject to clause 28.2, we will not be liable for any loss or damage you suffer as a result of using the BPAY scheme.

27.24 If a BPAY Payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your EFT account was debited for the amount of that payment, we will credit that amount to your EFT account. However, if you were responsible for a mistake resulting in that payment and we cannot recover within 20 Banking Business Days of us attempting to do so the amount of that payment from the person who received it, you must pay us that amount.

27.25 If a BPAY Payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did

not give authority, we will credit your EFT account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

- (a) we cannot recover that amount within 20 Banking Business Days of us attempting to do so from the person who received it; and
- (b) the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.

27.26 If a BPAY Payment is induced by the fraud of a person involved in the BPAY scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY scheme knew of the fraud or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud-induced payment.

27.27 If a BPAY Payment you have made falls within the type described in condition 27.25 and also conditions 27.24 or 27.26, then we will apply the principles stated in condition 27.25.

If a BPAY Payment you have made falls within both the types described in conditions 27.24 and 27.26, then we will apply the principles stated in condition 27.26.

27.28 Except where a BPAY Payment is a mistaken payment referred to in condition 27.24, an unauthorised payment referred to in condition 27.25, or a fraudulent payment referred to in condition 27.26, BPAY Payments are irrevocable. No refunds will be provided through the BPAY scheme where you have a dispute with the Biller about any

goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

Important

Even where your BPAY Payment has been made using your card account, no "chargeback" rights will be available under BPAY scheme rules. Please see condition 16 for further information on chargebacks.

27.29 Your obligation under conditions 27.24 and 27.25 to pay us the amount of any mistaken or unauthorised payment (as applicable) is subject to any of your rights referred to in condition 27.39.

27.30 You agree to compensate us for any actual loss or damage we may suffer due to any claim, demand or action of any kind brought against us (but excluding to the extent due to our or our agent's fraud, wilful misconduct or gross negligence) arising directly because you:

- (a) did not observe any of your obligations under the BPAY scheme Terms and Conditions; or
- (b) acted negligently or fraudulently in connection with these conditions.

You will have to pay us this amount within 2 banking days after we ask for them.

27.31 If you tell us that a BPAY Payment made from your account is unauthorised, you must first give us your written consent addressed to the Biller who received the BPAY Payment, consenting to us obtaining from the Biller information about your account with that Biller of the BPAY Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY Payment. We are not obliged to investigate or rectify any BPAY Payment if you do not give us this consent. If you do not give us that consent, the Biller may not be

permitted under law to disclose to us information we need to investigate or rectify that BPAY Payment.

BPAY View billing errors

27.32 For the purposes of conditions 27.33 and 27.34, a BPAY View billing error means any of the following:

- (a) if you have successfully registered with BPAY View:
 - failure to give you a bill (other than because you failed to view an available bill);
 - failure to give you a bill on time (other than because you failed to view an available bill on time);
 - giving a bill to the wrong person;
 - giving a bill with incorrect details;
- (b) if your BPAY View deregistration has failed for any reason:
 - giving you a bill if you have unsuccessfully attempted to deregister.

27.33 You agree that if a BPAY View billing error occurs:

- (a) you must promptly upon becoming aware of the BPAY View billing error take all reasonable steps to minimise any loss or damage caused by the BPAY View billing error, including contacting the applicable Biller and obtaining a correct copy of the bill; and
- (b) the party who caused the error is responsible for correcting it and paying any charges or interest which would ordinarily be payable to the applicable Biller due to any consequential late payment and as a result of the BPAY View billing error.

27.34 You agree that for the purposes of this condition you are responsible for a BPAY View billing error if the BPAY View billing error occurs as a result of an act

or omission by you or the malfunction, failure or incompatibility of computer equipment you are using at any time to participate in BPAY View.

Suspension

27.35 We may suspend your right to participate in the BPAY scheme at any time if you or someone acting on your behalf is suspected of being fraudulent.

Cut-off times

27.36 If you tell us to make a BPAY Payment before the times specified in the box below, it will in most cases be treated as having been made on the same day.

Cut-off times:
7 days per week: 5.30pm
(CST)

However, the payment may take longer to be credited to a Biller if you tell us to make a BPAY Payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY scheme does not process a BPAY Payment as soon as they receive its details.

When a Biller cannot process your payment

27.37 If we are advised that your BPAY Payment cannot be processed by a Biller, we will:

- (a) advise you of this;
- (b) credit your account with the amount of the BPAY Payment; and
- (c) if you ask us to do so, take all reasonable steps to assist you in making a BPAY Payment to that Biller as quickly as possible.

Account records

27.38 You should check your EFT account records carefully and promptly report to us as soon as you become aware

of them, any BPAY Payments that you think are errors or are BPAY Payments that you did not authorise or you think were made by someone else without your permission.

Consequential damage

27.39 This condition does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this condition illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this condition is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

We are not liable for any consequential loss or damage you suffer as a result of using the BPAY scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

Privacy

27.40 In addition to condition 27.19, if you register to use the BPAY scheme, you agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY scheme (BPAY Pty Ltd) and any agent appointed by it from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY scheme:

- (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to

facilitate your registration for or use of the BPAY scheme;

- (b) such of your transactional information as is necessary to process, rectify or trace your BPAY Payments. Your BPAY Payments information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's financial institution and your information necessary to process your use of BPAY View, will be disclosed by BPAY Pty Ltd, through its agent, to the Biller. Also, we may disclose such of your transactional information as is necessary to rectify or trace a BPAY Payment you make by mistake to the Biller that received the payment and the Biller to whom you intended to make the payment or the financial institution of either or both Billers; and
- (c) that an event in condition 27.20 (b), (c), (d), (e) or (f) has occurred.

You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY scheme referred to in this condition 27.40, as necessary.

You can request access to your information held by us, BPAY Pty Ltd or its agent by phoning 13 13 76 or Cardlink Services Limited at their contact details listed in condition 27.41.

If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment or use of BPAY View.

Definitions

- 27.41** For the purposes of this condition 27, Banking Business Day: means any day on which banks in Melbourne or

Sydney are able to effect settlement through the Reserve Bank of Australia.

Payment Cut-Off Time: means, with respect to a Banking Business Day, the time specified in condition 27.36 for that day.

BPAY Pty Ltd means BPAY Pty Ltd ABN 69 079 137 518 of Level 11, 1 York Street Sydney NSW 2000 Tel: (02) 8252 0500.

Cardlink Services Limited means Cardlink Services Limited ABN 60 003 311 644 of Cnr Park Road and South Parade Auburn 2144 Tel: (02) 9646 9222.

28. ELECTRONIC BANKING SYSTEM MALFUNCTION

28.1 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 your card and signing your authorisation of the transaction.

28.2 Liability

We are responsible for loss caused by the failure of our electronic equipment or EFT system to complete a transaction accepted by our electronic equipment or EFT system in accordance with your instructions.

Notwithstanding anything else in these terms & conditions, for transactions governed by the ePayments Code, we do not deny your right to claim consequential damages resulting from a malfunction of a system or equipment provided by a party to a shared electronic payments network that you are entitled to use pursuant to these terms & conditions except where you should have been aware that the

system or equipment was unavailable for use or malfunctioning, in which case our liability is limited to the correction of any errors in the account, and the refund of any charges or fees imposed on you as a result.

We correct the loss by making any necessary adjustment to the appropriate account (including adjustment of interest or fees as a result of the malfunction).

Please tell us about any service fault or difficulty with a terminal by calling our Customer Service Centre on 13 13 76 (within Australia).

29. RESOLVING DISPUTES

If you have a complaint concerning matters covered by these conditions (including any apparent error in a transaction or unauthorised transactions or an error on your statement) you must tell us promptly as explained in conditions 8 and 16.

You can lodge a complaint at any of our branches or telephone our Customer Service Centre on 13 13 76 (within Australia).

If we are unable to resolve the matter immediately to the satisfaction of both you and us, we will inform you in writing of our procedures to investigate and handle the matter. We will notify you of the name and contact number of the person who is investigating your complaint.

If it is unclear whether you have contributed to the loss, we will consider all reasonable evidence, including all reasonable explanations for the transaction occurring. (The fact that your account has been accessed with the correct PIN or Internet and

Phone Banking access methods, whilst significant, will not be conclusive evidence that you have contributed to the loss). We will not require you to raise complaints or disputes in relation to the processing of EFT transactions with any other party to the shared EFT system. Where we have been notified by another party to the shared EFT system, or from the view that a transaction has been debited or credited incorrectly to your card account, we will investigate.

We tell you either the outcome of our investigation or the fact that we need more time to complete our investigation. We do this in writing within 21 days of our receiving your complaint. In all but exceptional cases we take less than 45 days to complete our investigation. (If it takes longer, we tell you in writing). In the case of an EFT transaction, if we seek to resolve your complaint by exercising our rights under the rules of a card scheme, in all but exceptional cases we take less than 60 days to complete our investigation. For other transactions, we will inform you of the outcome of the investigation when the investigation is completed.

Where an investigation continues beyond 45 days, we will inform you of the reasons for the delay, give you monthly updates on the progress of the investigation and inform you of a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and we are waiting for that response.

In the case of an EFT transaction, if we are resolving your complaint under the rules of a card scheme and the investigation continues beyond 60 days, we will inform you of the reasons for the delay, give you updates once

every two months on the progress of the investigation and inform you of a date when a decision can reasonably be expected. We will not do this if we have requested a response from you and we are waiting for that response. Your obligation to pay the amount that is the subject of your complaint and any credit and other charges related to that amount will be suspended until your complaint is resolved.

When we complete our investigation we advise you in writing of the outcome and our reasons for our decision with reference to any relevant provisions of these conditions.

If we decide that your card account has been incorrectly debited or credited, we promptly adjust the account (including any fees and charges) and tell you in writing of the amount which has been debited or credited to your card account as a result. Any correction will be included in your next statement. We will also notify you as soon as practicable after reversing an incorrect credit. If you request, we will provide you with further details about any corrections shown on your statement. If we decide that your card account has not been incorrectly debited or credited, or in the case of unauthorised transactions, that you contributed to at least part of the loss (see conditions 24 and 26.23), we provide you with copies of any document or other evidence on which we based our decision.

If you are not satisfied with our decision, you may request a review of the decision by our senior management. Also, you can ask for your complaint to be reviewed by a free, independent external dispute resolution scheme for resolving disputes between banks and customers. The contact details are listed on the back of this booklet.

Please refer to our complaints brochure (available at branches or by ringing us) for more information.

In relation to an EFT transaction we fail to observe these conditions when we allocate liability or when conducting our complaint investigation and dispute resolution procedures and as a result there is unreasonable delay or the outcome of our investigation is prejudiced, we will accept full liability for the amount that is the subject of your complaint.

30. CERTIFICATES

A certificate signed by one of our officers stating that an amount is due from you to us in respect of the card account or stating any other facts will be sufficient evidence of the amount or the facts, unless it is proved to be incorrect.

31. CLOSURE BY US OF YOUR CARD ACCOUNT

A default occurs under your credit card contract if:

- you don't pay any amount when it's due; or
- you or any additional cardholder do any of the following and it has a material impact (as defined below):
 - don't comply with the law; or
 - give us incorrect, incomplete or misleading information in connection with your credit card; or
 - use your 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 ability to meet your obligations under your credit card contract;
- our credit or security risks (or our ability to assess these); or
- our legal risk or reputation.

If there is a default, we may close your card account and require immediate payment of all amounts you owe under this credit card contract (including amounts accrued or charged but not yet debited to your account) that would not otherwise be immediately payable. Before we require immediate payment, we will give you at least 30 days’ notice and an opportunity to correct any default that can be corrected (unless the law does not require us to give you notice).

If we close your card account, we may combine your card account with any other account you have with us. This allows us to use any money you have in another account with us towards repaying the balance owing on your card account. We may combine your accounts without giving you any prior notice, but we will tell you promptly afterwards.

Also, you must pay the reasonable enforcement expenses we reasonably incur in enforcing the credit card contract.

32. CLOSING YOUR CARD ACCOUNT

You may close your card account at any time by visiting your local branch or by telling us in writing and securely destroying all cards on the card account.

33. CANCELLATION OF CARDS

We may cancel any card and suspend the operation of your 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.

You must not use any cards on your card account and you must securely destroy all of your cards immediately if:

- we close your card account; or
- we cancel your cards; or
- we request you to do so.

If an additional cardholder dies, you must securely destroy their card without delay even though we do not ask for it. If you destroy their card, please inform us.

If your card account becomes inactive and has a (credit) balance, and if we have not closed your card account in accordance with these Conditions of Use, we will hold the credit balance in your card account until you contact us to claim those funds, or we are required to submit those funds as unclaimed monies in accordance with the law, whichever occurs first.

You can visit any branch to find out how to recover unclaimed money (although it may take three months or more to recover money that has been transferred to the government).

34. PAYMENT ON CLOSURE OR CANCELLATION

If you or we close your card account, or if we cancel your card in any circumstances, you must immediately:

- securely destroy all cards on your card account; and
- if you close your card account, pay the balance owing on your card account (together with amounts for transactions not yet processed on your card account, accrued interest charges which have not yet been debited, government taxes and duties and other charges, any fees and charges we may charge under these conditions and our reasonable enforcement expenses. Also, clauses 6 and 24 apply if a card is used without your knowledge or consent during that period); and
- if a card has been cancelled by us and we have suspended the operation of your card account, you must continue making at least the minimum payment each month until the balance of the card account is paid in full. Fees, charges and interest charges will continue to be debited to the card account.

Without limiting this clause 34, if your card account has a positive (credit) balance when it is closed or cancelled, we may send you a bank cheque or direct credit the closing credit balance of your card account (unless those funds have been submitted as unclaimed monies in accordance with the law) into another credit or transaction account you have with us. We will usually notify you before we close your card account, but there may be circumstances where we are not able to (such as where our record of your address is out of date).

You can visit any branch to find out how to recover unclaimed money (although it may take three months or more to recover money that has been transferred to the government).

35. ASSIGNMENT

We may assign or otherwise deal with our rights under this agreement in any way we consider appropriate. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under this agreement.

36. CANCELLATION OF DEBIT AUTHORITIES ON YOUR CARD ACCOUNT

If your card account is closed or cancelled you must immediately notify, in writing, the institutions who have the authority to debit the card account. Until notification is given, you will be liable for any further debits to your card account.

37. CHANGES TO THESE CONDITIONS

We may change these conditions as set out in this clause.

It is important that the contact details you have given us are up to date. If they are not, we may not be able to notify you of changes (although we will take reasonable steps to find you).

(a) Changes we can make on general basis

We can make 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 your 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);
 - 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'll 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. These are:

- reducing your credit limit or cash advance limit;
- other changes which:
 - reflect our risk associated with you, your credit card and any security;

- are administrative or correct a mistake or omission; or
- reflect changes to our business or technological systems;
- any other change which reduces your obligations or gives you more time to pay us.

(c) **How we notify you of other changes**

- For a change that reduces your obligations or gives you more time to pay us, we will notify you in your next statement of account after the change takes effect.
- For a change to your annual percentage rate, we will notify you on or before the day the change happens by sending you a notice or by advertising the change in a national newspaper and providing you 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 you at least 30 days prior by sending you a notice or by advertising the change in a national newspaper and providing you with details in the next statement after the change takes effect. However, we do not have to give you 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 your credit limit or the cash advance limit or a refusal to authorise further transactions on your credit card, we will notify you at least 30 days prior by sending you a notice. However, we may make these changes without prior notice to you if:
 - you are in default under your credit card contract;

- we believe that the use of your credit card may cause loss to you or us; or
- your credit card account has been inactive 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 you at least 30 days prior by sending you a notice.
- Notices will be provided only to the primary cardholder.

38. NON-BANKSA GROUP ATMS

Other financial institutions can determine from time to time what transactions can be carried out at their ATMs. You should ask us about the range of those transactions from time to time.

A transaction fee may be payable if you use your card in a non-BankSA Group branded ATM.

For the purposes of this clause non-BankSA Group branded means ATMs that are not branded BankSA, St.George, Bank of Melbourne or Westpac.

39. TERMINAL TRANSACTIONS

Our Visa cards can be used to obtain cash in local currency at most overseas terminals displaying the Visa logo.

Please refer to condition 14 for information on the processing of foreign currency transactions on your card account.

Some keyboards at terminals do not display the letters of the alphabet as shown below. The number which is equivalent to your PIN must be keyed to complete a transaction.

1 QZ	2 ABC	3 DEF	CLEAR
4 GHI	5 JKL	6 MNO	CANCEL
7 PRS	8 TUV	9 WXY	ENTER
	0		

40. GAMBLING PREFERENCE REQUESTS

- By making a recorded request to us, you can request us to decline transaction authorisation requests that we receive and that we are able to recognise as an authorisation request for a gambling transaction. You can make such a request (a **"Gambling Preference Request"**) by calling us or by another means offered by us from time to time. (From 30 May 2018, see our website for more information about this new service and how to contact us.)
- Where we have received and accepted a Gambling Preference Request from you, we will decline to authorise card transaction authorisation requests that we receive in respect of the applicable card account, in circumstances where the merchant category code provided with the transaction authorisation request identifies the merchant as offering gambling services. We will continue to decline such transaction authorisation requests until your request has been cancelled and implemented by us. When a cancellation request is made to us, we will tell you the period that will elapse before the cancellation request will be implemented.

Separately, a cancellation does not prevent a later Gambling Preference Request from being made by you.

- (c) There are some situations where we will not be able to comply with your request to decline the authorisation of gambling related card transactions. These situations will arise: where the merchant category code provided to us is not one that allows us to identify that the authorisation request is related to a gambling transaction; where the transaction is a recurring transaction that you have authorised; where you use available credit in order to draw down cash from an ATM; where (at the relevant time) any of our relevant systems is "off-line", or otherwise impaired or interrupted; and where the authorisation request is not sent to us, or received by us, for our review and for processing by our system (which may occur (for example) where the transaction authorisation occurs under a delegated authority held by the merchant, the relevant card scheme provider or a third party transaction processor).
- (d) Where you have made a Gambling Preference Request to us under this clause (including a cancellation request) you must tell the other account holders and additional cardholders, as applicable, that you have requested us to provide (or not provide) transaction blocking in accordance with this clause.

41. GENERAL INFORMATION

You may obtain from any BankSA branch or by calling our Customer Service Centre – within Australia on 13 13 76 – general information on:

- account opening procedures;
- our confidentiality obligations;
- dispute handling procedures;
- combining accounts;
- bank cheques;
- cheque and cheque clearing;
- EFT channels;
- informing us promptly if you are having financial difficulty;
- the importance of your reading the terms and conditions applying to the banking services you obtain from us; and
- current interest rates, fees and charges.

42. GST

You must increase the amount ("original amount") of any payment due by you at any time under this agreement by an additional amount sufficient to cover any GST payable by us on your payment, if not already included in the calculation of that original amount.

The total amount received by us, after discount for that amount of any GST payable by us on that total, must equal the original amount.

We will tell you of any additional GST amount, if it has not already been set out in this agreement.

You must pay, as requested by us, any additional amount necessary to compensate us for any direct or indirect increase resulting from any GST in the cost to us of:

- carrying on the business connected with making, funding, maintaining or administering this agreement; or
- any possession, repair or sale of, or other dealing or action relating to, any property connected with this agreement or any security.

43. BALANCE TRANSFERS

- (a) You may request us to transfer to the card account the outstanding balance or any part thereof of a credit or store card account held by you with another credit provider ("the other credit or store card account");
- (b) We will not be responsible for any delays in processing a balance transfer request and we will not close the other credit or store card account;
- (c) We may, at our sole discretion, refuse to process a balance transfer if:
 - the balance transfer amount requested plus the balance owing on your card account will exceed 95% of your available credit limit;
 - the requested balance transfer amount is less than \$200 (or any amount notified or agreed to by us from time to time);
 - the other credit or store card account in question is a BankSA account or relates to a charge or credit card issued outside Australia; or
 - you have breached these conditions of use;
- (d) We will not be liable for any overdue payment, interest, fees or other amounts incurred on any credit or store card account from which you have requested a balance transfer;
- (e) There is no interest free period for balance transfers. Interest is charged on transferred amounts from the date of transfer;

- (f) If you breach these conditions of use, any promotional annual percentage rates in connection with any balance transfer shall cease immediately, and the then current annual percentage rate shall apply to such balance transfers.

44. 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 BankSA 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.

45. OUR REPORTING OBLIGATIONS

We are required to identify certain US persons in order to meet account information reporting requirements under local and international laws.

If you or (where you are an entity) any office bearer* of the entity and/or any individual who holds an interest in the entity of more than 25%

(a Controlling Person) are a US citizen or US tax resident, you must telephone 1300 663 738 at the time of accepting these Terms and Conditions. When you contact us you will be asked to provide additional information about your US tax status and/or the US tax status of any Controlling Person which will constitute certification of US tax status for the purposes of the application to which these Terms and Conditions relate.

Unless you notify us that you and/or any Controlling Person are a US citizen or US tax resident as specified above, accepting these Terms and Conditions constitutes certification that you and/or any Controlling Person are not a US citizen or US tax resident.

If at any time after account opening, information in our possession suggests that you and/or any Controlling Person may be a US citizen or US tax resident, you may be contacted to provide further information on your US tax status and/or the US tax status of any Controlling Person. Failure to respond may lead to certain reporting requirements applying to the account.

* Director of a company, partner in a partnership, trustee of a trust, chairman, secretary or treasurer of an association or co-operative.

CONTACT US

1. Getting your complaint heard

Our staff are here to help you. So if you have a concern or complaint, please talk to our staff at your local branch, your initial contact person from BankSA (for example your Financial Adviser), or alternatively telephone the BankSA Customer Contact Centre on 13 13 76.

A copy of our BankSA "Let us know what you think" brochure is also available for you to download on our website: stgeorge.com.au or is available at your local branch.

If we do not satisfy your concern or complaint, please contact our Customer Relations Team.

2. Our Customer Relations Team

If our branch, Customer Contact Centre or Financial Adviser have not resolved your concern or complaint, please call our Customer Relations Team. Our Customer Relations Officers are there to find a solution for you, by investigating the concern you have raised. The Customer Relations Officer will inform you of our decision as set out in our BankSA "Let us know what you think" brochure.

BankSA Customer Relations

Phone: 13 13 76 and ask for Customer Relations Department

Fax: (08) 8424 5950

Email: custrelbsa@banksa.com.au

Mail: Customer Relations Department
GPO Box 399 Adelaide, SA 5001

What to do if you are still unhappy

<p>Financial Ombudsman Service (FOS) (if lodged before 1 November 2018)</p>	<p>Online: www.fos.org.au Email: info@fos.org.au Phone: 1800 367 287 Mail: Financial Ombudsman Service Limited GPO Box 3 Melbourne VIC 3001</p>
<p>Australian Financial Complaints Authority (if lodged on or after 1 November 2018)</p>	<p>Online: www.afca.org.au Email: info@afca.org.au Phone: 1800 931 678 Mail: Australian Financial Complaints Authority GPO Box 3 Melbourne VIC 3001</p>
<p>Australian Securities & Investments Commission (ASIC)</p>	<p>ASIC has a free call Infoline on 1300 300 630. You can call this number to make a complaint and to obtain more information about your rights.</p>

Important.

Should you lose your card, immediately notify the 24-hour card service centre on 1800 028 208 within Australia, 7 days a week.

To find out more

 **Ask us today**

 **13 13 76**

 **[banksa.com.au](https://www.banksa.com.au)**

bankSA