

Credit Card  
Terms and Conditions for:

**PLATINUM Mastercard**

**CLASSIC Mastercard**

Effective as of 02/2018

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PART A

1. How to contact us & issuers of the credit card

Bank of Sydney Ltd (BOS)

ACN 093 488 629

AFSL & Australian Credit Licence 243 444

If you would like any further information about the Credit Card, please contact:

Telephone: 1300 BANKING (1300 2265 464)

If calling from overseas: + 61 2 8262 9000

Postal Address: GPO Box 4288

SYDNEY NSW 2001

Website: www.banksyd.com.au

2. Emergency telephone numbers

IMPORTANT: If your Credit Card and/or PIN is lost, stolen, misused or your Passcodes have become known to someone else, you MUST notify us immediately and give us any information about the manner in which the Credit Card and/or PIN was lost, stolen or misused.

Bank of Sydney Credit Card Hotline:

1300 BANKING (1300 2265 464)

If you are calling from overseas, call the international operator to book a reverse charge call to: +61 2 8262 9102

Please note that calls made from mobile phones or hotel rooms may attract additional charges, not covered by the reverse

charge service.

\*If you do not notify the Bank immediately, you may be liable for any resulting loss as set out in sections 12 and 14 of these Terms and Conditions.

If the loss, theft, misuse of Credit Card or disclosure of PIN occurs when you are outside of Australia you can notify an organisation displaying the Mastercard® sign and also then advise us by telephone as soon as possible; or by telephoning the Mastercard Hotline number.

Mastercard HOTLINE:

Outside Australia

Call the following telephone number collect to the United States:

1 – 636-722-7111 or visit [www.Mastercard.com](http://www.Mastercard.com) to find emergency numbers for each country

3. Important information regarding the Credit Card Contract

These Terms and Conditions, your Loan Agreement, and the Terms and Conditions for Internet Banking form part of your Credit Card Contract with the Bank of Sydney Ltd ACN 093 488 629 AFSL / Australian Credit Licence Number 243444. These Terms and Conditions do not contain all the information for a contract required by law. Further information is located in your Loan Agreement and the Key Facts Sheet. If you do not have your Loan Agreement, Terms and Conditions for Internet Banking or Key Facts Sheet please contact us on 1300 BANKING (1300 2265 464) to arrange for them to be sent to you.

These Terms and Conditions, your Loan Agreement and the Terms and Conditions for Internet Banking govern the use of your Credit Card Account, and all transactions made using your Credit Card Account. Terms in these Terms and Conditions and the Loan Agreement which are capitalised have special meanings which are explained in clause 56 of these Terms and Conditions.

You should read these documents carefully and retain them for future reference. Copies of each of the documents can be made available to you on request from us. Please contact us if you have any questions.

BOS is the credit provider for this Credit Card Contract.

Your acceptance of our offer to provide credit on the terms and conditions in the Credit Card Contract occurs on the earliest of:

- the Credit Card linked to the Credit Card Account is activated;
- the Credit Card Account is used;
- a balance from a different credit card account is transferred to your Credit Card Account; or
- you make a payment to the Credit Card Account.

We will comply with the Code of Banking Practice relevant to your Credit Card Account, where that Code applies to your dealings with us.

#### **4. Credit Card security**

4.1 Sign the Credit Card as soon as you receive it and keep in a safe place. Also ensure Additional Cardholders sign the Credit Card issued to them immediately upon receiving it and before using it.

4.2 Never write the PIN on the Credit Card or on anything which is kept with or near the Credit Card.

4.3 Never tell anyone your PIN or any of your Credit Card Details.

4.4 Use care to prevent anyone seeing the Credit Card number and/or PIN being entered when using electronic

equipment.

4.5 Never lend the Credit Card to anybody.

4.6 Carry your Credit Card with you at all possible times and always keep it in a secure and safe place.

4.7 Make sure that your Credit Card is still in your custody by checking regularly (even if you have not used your Credit Card for a while).

4.8 Immediately report the loss, theft or unauthorised use of the Credit Card to us (delays in notification may increase your liability).

4.9 You are responsible for the safe storage and security of any Credit Card issued to you.

#### **5. Activation and validity of Credit Card Account**

5.1 A Credit Card can only be used if the Credit Card Account to which it relates has been activated and the card has been signed by the cardholder. All cardholders must be over 18.

5.2 A Credit Card is only valid during the period of time printed on it. It cannot be used before its commencement date or after its expiry date.

5.3 The Primary Card on the account must first be activated before an Additional Cardholder's card can be activated.

5.4 Your Credit Card Account may be activated when you perform one of the actions listed below as requested by us:

- communicate with us (in person or in writing) to activate your Credit Card Account; or
- activate your Credit Card Account via internet banking or over the phone.

5.5 Your Credit Card may not be accepted unless it carries your signature and is used during the validity period shown on the Credit Card. Similarly, any Additional Cardholder's Card may not be accepted unless it carries their signature and is used during the validity period shown on the Credit Card.

## 6. Card issue and replacement

6.1 We may automatically issue you and any Additional Cardholder with a replacement card, provided you have not previously requested us not to do so. The use of any replacement card is governed by the Credit Card Contract.

6.2 If a Credit Card becomes faulty or damaged, you may order a replacement Card at any Bank of Sydney branch or by calling us on 1300 BANKING (1300 2265 464).

6.3 We also reserve the right to not reissue a Card to you or any Additional Cardholder.

## 7. Your PIN and Passcodes

7.1 It is important to take all reasonable precautions to ensure your PIN and Passcodes remain secure and confidential. Your PIN and Passcodes should be memorised, and any correspondence notifying you of a PIN or Passcode must be destroyed. We will provide you with a Passcode to use internet or telephone banking if you request us to. The precautions we require you to take are set out below.

7.2 You must not:

- (a) voluntarily disclose a PIN or Passcode to anyone, including a family member or friend or any of our staff;
  - (b) let anyone else, whether acting as your agent or not, access our telephone or internet banking services using your PIN or Passcode;
  - (c) select a Passcode or PIN that consists of repeated, ascending or descending numbers, numbers that are associated with your birth date, an alphabetic code which is a recognisable part of your name, or any other combination of numbers and letters readily identifiable with you;
  - (d) give your Credit Card to anyone else or let them use it;
  - (e) where a Device (such as a smartphone) is required to perform a transaction, write or make a record of any Pin or Passcode on the Device, or anything carried with the Device or anything liable to loss or theft with the Device, unless you make a reasonable attempt to protect the security of the Pin or Passcodes;
  - (f) keep a record of any PIN or Passcode on your Credit Card or in or on anything you usually carry with your Credit Card as it could be lost or stolen at the same time as the Credit Card (without making a reasonable attempt to protect the security of the PIN or Passcode);
  - (g) be careless about protecting the security of the PIN or Passcode; or
  - (h) let anyone else see you entering your PIN at an ATM or EFTPOS terminal.
- 7.3 You must not act with extreme carelessness in failing to protect the security of your PIN or Passcodes – for example, storing a Passcode in an unprotected notebook under the heading 'internet banking password'.

7.4 As soon as you realise or suspect that anyone else knows your PIN or Passcode, or your Credit Card is lost, stolen or used without your permission, contact us immediately.

7.5 If you realise or suspect anyone else knows your Passcode or PIN, we will ask you to select a new Passcode or PIN using telephone banking or internet banking (new PINs require us to send you a new Credit Card). If you don't select a new Passcode or PIN when asked, a stop will be placed on the relevant service until you do so.

7.6 If we know or suspect that anyone else knows your PIN or Passcode, we may place a stop on the relevant service. In that event, you can contact us for a new Passcode or PIN and have the stop removed.

7.7 Your PIN or Passcode(s) may be automatically de-activated after three unsuccessful attempts to enter your PIN or Passcode(s). If this happens, we can re-activate your PIN or Passcode(s) or send you a reminder of them, as long as the Credit Card is in your possession.

7.8 Changing your PIN via Internet Banking or Mobile App

You can change your PIN via your Bank of Sydney Internet Banking account or via the Bank of Sydney app.

7.9 PIN change at rediATMs

Customers are able to change their PIN at selected rediATMs.

Note: The rediATM must be exclusively 'redi' brand, they cannot be dual branded ATMs e.g. NAB/rediatm, Bank of Queensland/rediatm. You will know if the rediATM you are using has this function if you see the 'change PIN' option on the screen after you've entered your existing PIN.

## 8. Mastercard® SecureCode terms and conditions

8.1 Accepting Mastercard® SecureCode Terms and Conditions:

The Mastercard® SecureCode service ("SecureCode") is designed to provide you with improved security when a Card is used to make purchases online. By completing or attempting to complete a SecureCode transaction, you are deemed to accept the terms and conditions in this clause 8.

In this clause 8, "participating online merchant" means a retailer or merchant who offers goods or services for sale online, who is a participant in SecureCode.

8.2 You may use SecureCode to make purchases online. However, the SecureCode service may only be available in connection with participating online merchants.

When making an online Purchase or other Transaction for which SecureCode applies you may be asked to provide certain information to us that allows us to validate your identity and verify that you are the cardholder of the specified Card. The information that you provide may be validated against information we hold about you and may be validated against information held by third parties.

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

In order to use SecureCode, you must have the equipment and software necessary to make a connection to the internet.

In the event you have a question regarding the authentication process or a Transaction using the Card, you should contact us.

Additional Cardholders may use the SecureCode service, but may be required to confirm their identity using your Account details.

8.3 We may discontinue, terminate or suspend (permanently

or temporarily) the SecureCode service, or any part of the SecureCode service without giving you prior notice. We may also change any aspect of functionality of the SecureCode service at any time without giving you prior notice.

8.4 You will know that an online merchant is a participating online merchant because you will see the SecureCode logo and you may be asked to verify your identity before completing an online transaction with that merchant.

We do not endorse or recommend any participating online merchant in any way

Your correspondence or business dealings with, or participation in promotions of, online stores, through SecureCode, including payment for and delivery of related goods or services not purchased via SecureCode, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the online store. Except as otherwise required by law, we have no responsibility or liability whatsoever arising out of or related to those dealings or the online store's goods, services, acts or omissions.

8.5 Subject to the warranty which is imported into these terms and conditions by law and which cannot be excluded, the SecureCode service is provided by us "as is" without warranty of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.

We will not be liable for any damages whatsoever arising out of or in relation to:

- Your use of or access to (or inability to use or access) the SecureCode services; or
- Any other failure of performance, error, omission, interruption or defect, or any loss or delay in transmission or a Transaction.

8.6 Whilst using the SecureCode service and our internet banking services, you agree not to:

- impersonate any person or entity using the SecureCode authentication process;
- upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by the SecureCode service or by us;
- spam or flood our internet banking service and the SecureCode service;
- modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the SecureCode service;
- remove any copyright, trademark, or other proprietary rights notices contained in the SecureCode service;
- 'frame' or 'mirror' any part of the SecureCode service without our prior written authorisation;
- use any robot, spider, site search/retrieval application, or other manual or automatic Device or process to retrieve, index, 'data mine', or in any way reproduce or circumvent the navigational structure or presentation of the SecureCode service;
- otherwise interfere with, or disrupt the SecureCode service or our internet banking services or servers or networks connected to us or the SecureCode service or violate these terms and conditions or any requirements, procedures, policies or regulations in relation to the SecureCode service; or
- intentionally or unintentionally violate any applicable local, state, national or international laws or regulations relevant or applicable to the SecureCode service.

## 9. Statement of Account

9.1 We will send you a statement of account each month where there is any financial activity, a balance outstanding or positive balance on the Credit Card Account. The statement will be expressed in Australian Dollars (AUD) and must be paid in AUD.

9.2 Each debit and credit to your Credit Card Account takes effect on the date we assign to it. This may not be the date on

which it is processed. We may adjust any debit or credit at any time to reflect your and our obligations and the terms of your Credit Card Contract.

9.3 You should check each statement of account and notify us immediately if you think that any transaction was unauthorised or if there are any other errors.

9.4 You may request a copy of any statement of account at any time subject to any fee payable under this Credit Card Contract.

## 10. Repayment obligation and application of payments

10.1 Payments to your Account must be made in Australian dollars and can be made by:

- transferring funds from another Bank of Sydney account using online banking or mobile banking (effective March 2018)
- using BPay®, either from another Bank of Sydney account or from another bank account; or
- in any other way Bank of Sydney agrees with you.

The date you make your payment might differ from the date we process it (for example if you use another bank to send us the payment or the payment is received by us after 5pm AEST), and payments will not be treated as made until the date on which those payments are received and applied to the Account by us.

Transfers from Bank of Sydney accounts may be applied to your account on a business day after the transfer date, without any guarantee that it will be the business day immediately following the transfer date. Transfers from both Bank of Sydney and non-Bank of Sydney accounts need to be cleared before we can increase the available balance of your Account.

We may process transactions received by us on a particular day

in any order we see fit. This means that the order of processing transactions on a day may vary from the order in which transactions are made on that day or are received by us on that day.

10.2 Your statement will show:

- The minimum monthly payment that you must make to your Account and when the payment is due; and
- (where applicable) the greater of any overdue amounts or overlimit amount will be shown on your statement as "Amount Due Now" and are payable immediately.

Both the Minimum Monthly Payment amount and the Amount Due Now must be paid. Your Minimum Monthly Payment will be due 25 days from your Statement Date.

You will only be required to make a payment when your Account has a debit closing balance.

If the closing balance on your statement is less than \$10 the Minimum Monthly Payment will be the Closing Balance.

Subject to these general rules, the amount of payments you must make and when, will depend on whether you have an Overlimit Amount, an Overdue Amount, neither or both.

You may make payments that exceed the 'Minimum Monthly Payment' amount and/or 'Amount Due Now' shown in your statement.

10.3 How the Minimum Monthly Payment is determined if your account does not have any Overdue Amount and no Overlimit amount:

- You must make the Minimum Monthly Payment shown on your statement by the due date. This amount is calculated as the greater of:

- \$10, or
- 3.0% of the Closing Balance

10.4 How the Minimum Monthly Payment is determined if you have an Overdue Amount, an Overlimit amount or both.

Subject to the exceptions below, the Minimum Monthly Payment amount shown on your statement is calculated and will be as follows:

- \$10, or
- if it is greater, 3.0% of (the Closing Balance minus the Overdue Amount)

The exceptions are:

a) If you have an Overdue Amount (but no Overlimit Amount) and if the sum of any Overdue Amount and Minimum Monthly Payment (as calculated above) exceeds or is equal to your Closing Balance, then the Minimum Monthly Payment will be the Closing Balance less the Overdue Amount.

b) If you have an Overlimit Amount (but no Overdue Amount) and if the minimum monthly payment calculation is lower than the Overlimit amount, the minimum monthly payment is set to zero.

c) If you have an Overlimit Amount and an Overdue Amount, and the Minimum Monthly Payment (as calculated above) plus the Overdue amount would be insufficient to cover the Overlimit amount, and if the overdue is less than the overlimit, then the Minimum Monthly Payment equals the Overlimit amount less the Overdue amount.

10.5 If any payment is due on a day which is the 29th, 30th or 31st of a month with no such date, the payment must be made on or before the last day of the month. If the statement due date is not a Business Day, the payment must be made on or by the last Business Day immediately before the statement due date. If you make a payment by cheque, the funds from that cheque will not be made available on your Credit Card Account until the cheque clears. If your cheque is not honoured in full

(with the effect that you do not meet your minimum monthly payment obligation) you may be charged a late payment fee in accordance with your Loan Agreement.

## 11. Fees and charges

11.1 We will charge the Credit Card Account with fees and charges which become payable for the provision and operation of the Credit Card Account. The fees and charges applicable to the Credit Card Account are those shown in the Loan Agreement.

11.2 We will debit any applicable interest, credit fee or charge to your Credit Card Account as these charges accrue.

11.3 The monthly statement of account will detail all fees and charges applied to the Credit Card Account during the relevant statement period.

11.4 Any government duties, taxes, rates or other charges incurred in respect of your Credit Card Account will also be debited to your Credit Card Account as they accrue and will be payable by you.

## 12. Loss, theft, misuse or unauthorised use of the Credit Card, PIN or other code (including reporting it to us)

12.1 If you or an Additional Cardholder believe a Credit Card has been misused, lost or stolen, or the PIN or Passcode has been misused or has become known to someone else, you or your Additional Cardholder must immediately contact us at any time on the emergency number listed in Clause 2

12.2 Contacting us immediately may enable us to put a stop on a Credit Card straight away thereby preventing or minimising losses resulting from unauthorised transactions and your potential liability for such losses. When you contact us and a stop is put on your card, we will provide you with a reference number. Please keep a record of this number.

12.3 If our emergency numbers are not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to us as soon as possible. You can do this by making further attempts to call the indicated telephone numbers. Failing this, you should contact us by telephone during business hours on a Business Day (AEST). You will not be liable for any losses arising from the fact that our telephone service is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to us as soon as possible thereafter or as soon as possible during business hours on a Business Day (AEST).

12.4 Once you have reported a lost, stolen, misused PIN, Passcode or Credit Card, or once you have reported that your PIN has become known by someone else, we may require you to attend one of our branches to complete documentation in relation to your report.

### 13. Disputed transactions and chargebacks

13.1 If you dispute a transaction which has occurred in relation to your Credit Card Account (because it is unauthorised or for some other reason) we may be able to chargeback the transaction through Mastercard®, subject to the chargeback rights under the Mastercard® card scheme.

13.2 Our ability to dispute transactions on your behalf and to seek a chargeback where you have used a terminal is limited to transactions where you have selected the 'credit' option (and not 'savings' or 'cheque'). It is also subject to time limits prescribed by Mastercard®.

13.3 If you wish to dispute a transaction made on your Credit Card Account and seek a chargeback, you should contact us as soon as possible.

13.4 The amount of the transaction in dispute will be withheld by us from your Credit Card Account, until the dispute is resolved.

13.5 **WARNING:** The ability to dispute a transaction may be lost if it is not reported within the timeframes we specify. To

avoid losing any rights to a chargeback, please tell us within 30 days after the date of the statement which shows the disputed transaction and provide us with any information requested by us. If you unreasonably delay in reporting any disputed transaction to us, you may lose your ability to claim a chargeback.

13.6 If you contact us within 30 days after the statement showing the disputed transaction is issued, we will:

- a) claim a chargeback on your behalf under the Mastercard® card scheme; and
- b) not accept a refusal of a chargeback by another financial institution (unless consistent with the Mastercard® card scheme rules).

### 14. Your liability for unauthorised transactions

Note: If the Credit Card is issued to joint cardholders, each party is jointly and severally liable for all transactions on the Credit Card

#### 14.1 Your liability

(a) When You are not liable.

(i) You will not be liable for losses resulting from unauthorised transactions where it is clear that You have not contributed to the loss.

(ii) You will not be liable for losses resulting from unauthorised transactions that:

- Are caused by the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of Merchants who are linked to the electronic funds transfer system or of their agents or employees; or

- Require the use of the Card and/or PIN and occur 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
- Occur after we have been notified that a Credit Card has been misused, lost or stolen or that PIN security has been breached; or
- require the use of your Credit Card and occur after you have requested us to cancel the Credit Card and you have either returned the Credit Card to us, or taken all reasonable steps to have the Credit Card returned to us.
- Are made with a Card, PIN, or identifier that is forged, faulty, expired or cancelled (as applicable); or
- Are the result of the same transaction being incorrectly debited more than once to the same account; or
- Are Electronic Transactions able to be made using an Identifier without a Pin/Passcode or Device; or
- Are Electronic Transactions able to be made using a Device and not a Passcode or Pin, provided You did not unreasonably delay in reporting the loss or theft of the Device. You will not be liable for loss caused as a result of the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with your instructions.

(b) When You are liable.

(i) You will be liable for losses resulting from transactions which are carried out by You, or by another person with Your knowledge and consent.

You are liable for any loss arising out of any transaction (authorised or unauthorised) that requires a manual signature authorisation after you have lost your Credit Card, but before we are informed that the Credit Card has been misused, lost or stolen.

You are also liable where you have failed to meet the security obligations in these Terms and Conditions.

It is your responsibility to keep your Credit Card safe and secure. The fact that you were unaware of your Credit Card being lost or stolen does not reduce or remove your liability.

(ii) You will be liable for actual losses resulting from unauthorised transactions caused by You :

- Engaging in fraud; or
- Voluntarily disclosing Your PIN to anyone, including a family member or friend; or
- Keeping a record of Your PIN:
- Without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
- In a way that it could be lost or stolen with Your Card; or
- Writing Your PIN on Your Card; or
- Selecting a PIN which represents Your birth date, or being an alphabetical PIN which is a recognisable part of Your name, after we have asked You not to select such a PIN and told you of the consequences of doing so; or
- Leaving 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
- Acting with extreme carelessness with respect to protecting Your PIN or Passcodes.
- Breaching any of the credit card security measures incorporated within the terms and conditions of the Credit Card Contract
- If more than one Passcode is required to perform a transaction and we prove that you breached the security requirements for one or more, but not all of those codes, you will be liable if we also prove, on the balance of probability, that the breach of the security requirements was more than 50% responsible for the losses incurred by you.

(iii) You will also be liable for actual losses resulting from unauthorised transactions caused by You unreasonably delaying notifying us or Mastercard® Card Hotline of the misuse, loss or theft of Your Card, or of Your PIN or Passcode becoming known to someone else. Your liability will only extend to losses which

occur between the time when You became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.

(iv) You will not be liable to pay for:

- That portion of the losses incurred on any one day which exceed the daily transaction limit applicable to Your Credit Card or Credit Card Account;
- That portion of losses which exceed any other periodic transaction limit(s) applicable to that period;
- That portion of the losses incurred which exceed the balance of Your Credit Card Account or Your Credit Limit, including any pre-arranged credit;
- Losses incurred on any Credit Card Account which You and the Bank had not agreed could be accessed using the Card and PIN;
- Losses occurring after we have been notified that the Card has been misused, lost or stolen or that the security of the PIN has been breached.

(v) Your liability is subject to us proving on the balance of probability that You contributed to the losses in one or more of the ways listed above.

(c) When limited liability applies

You will only be liable for losses resulting from unauthorised transactions to a limited extent, in circumstances where a PIN or Passcode was required to perform the transaction and it is unclear whether You contributed to the loss. Your liability in such cases will be the least of:

- \$150; or
- The balance of the Credit Card Account or Credit Limit of your credit card account, including any pre-arranged credit; or
- The actual loss at the time we are notified of the misuse, loss or theft of the Card or of the PIN becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

You will not be liable for losses resulting from an unauthorised electronic transaction made using your Credit Card to the extent they exceed what Your liability would have been had we exercised any rights we had under the rules of the relevant credit card scheme at the time you reported the unauthorised transaction to us against other parties to the scheme.

Our liability for any loss arising from equipment or system unavailability or malfunction, where You should reasonably have been aware that the system or equipment was unavailable or malfunctioning, is limited to:

- (i) Correcting any errors; and
- (ii) Refunding any fees or charges imposed on You.

## 14.2 When we may not process your claim

In the event you dispute a transaction, We may ask you to provide certain information, complete certain documentation or do certain things, such as file a police report. Where We request information from you in relation to the disputed transaction, it is expected that You will supply this information within 14 days. In cases where you do not provide us with the information we request within 14 days, we may be unable to process your claim and the disputed charge(s) may remain your responsibility.

## 14.4 ePayments Code and your liability for unauthorised transactions

Liability for losses resulting from unauthorised transactions is determined under the relevant provisions of the ePayments Code where that Code applies, despite these Terms and Conditions. Your liability is also subject to us proving on the balance of probability that you contributed to the losses.

## 15. Credit Card acceptance

15.1 Financial institutions and Merchants displaying the Mastercard® symbol will normally accept your Credit Card.

15.2 A Merchant may charge you extra to pay for goods and services using your Credit Card.

15.3 We do not accept any liability:

(a) if any financial institution or Merchant displaying a Mastercard® symbol refuses to accept a Credit Card; and

(b) for goods and services purchased with a Credit Card.

15.4 Any complaints about goods and services purchased with a Credit Card must be resolved directly with the Merchant concerned.

## 16. Credit Limits and withdrawals using your Credit Card

16.1 Your initial Credit Limit is set out in your Loan Agreement. You can ask us to increase or decrease the Credit Limit at any time. We are not required to agree to any such request.

16.2 We may reduce your Credit Limit, or refuse to provide you with credit at any time deemed reasonable by the Bank.

16.3 You must ensure that your Credit Card account balance must not exceed your Credit Limit. Any amount in excess of the Credit Limit must be paid to us immediately.

16.4 All Purchases and Cash Advances made through your Credit Card are limited to the available Credit Limit of your Credit Card Account.

16.5 We are not responsible for any Merchant or terminal that rejects a Credit Card, or imposes restrictions on your Credit Card.

16.6 You must check that the correct amounts are entered in

the terminal before you authorise a transaction.

16.7 You must resolve any disputes with the retailer about incorrect charging or supply of goods and services.

16.8 When you authorise a transaction, you are confirming:

- the validity of the amount of the transaction, and
- that the transaction correctly represents the Purchase price of the goods or services obtained, or the amount of the Cash Advance; and
- your agreement to repay the amount of that transaction (in Australian dollars).

16.9 Your instructions to debit your Credit Card Account and pay another person are final and irrevocable. Once made, they cannot be changed, altered or stopped.

16.10 You agree that we can debit the Credit Card Account with all transactions authorised by you. Transactions can be authorised in a number of ways, including:

- using your Credit Card, alone or together with your PIN, at any electronic terminal;
- presenting your Credit Card to a Merchant and signing a voucher or other documentation acceptable to us authorising the transaction; or
- providing the Credit Card Account details to a Merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to us, for example, over the phone or online.

16.11 You must not use your Credit Card for any unlawful purpose.

16.12 We may choose not to authorise or process a transaction at any time. We will not be liable to you or anyone else for any loss or damage resulting from our reasonable refusal to

authorise a transaction and you indemnify us in respect of any such loss.

16.13 Authorised periodical debits made from your Credit Card can only be cancelled by you directly contacting the relevant Merchant.

16.14 The maximum daily Cash Advance amount available from an ATM for the account is currently AUD\$1,000 or 30% of your Credit Limit (whichever is lesser). However, some financial institutions may impose a lower maximum and/or a minimum amount. Cash Advances from ATMs will only be available upon entry of the correct PIN when using your card.

16.15 The maximum Transaction limit for Contactless purchases as set by Mastercard is listed in your Loan Agreement.

16.16 A Cash Advance cannot be made using a card at a Contactless reader.

16.17 Payments using the Contactless functionality can only be made at a participating Merchant outlet. The Merchant or other person may impose their own restrictions on a Purchase using a contactless reader. We have no control over whether a Merchant will accept a contactless Purchase.

16.18 We may temporarily or permanently block a transaction or the use of a Card and/or your account if:

- we have reason to suspect unauthorised or unlawful activity on your account;
- it is necessary to comply with any applicable law; or
- it is otherwise reasonably necessary to protect our legitimate Interests.

Should this occur we will endeavour to inform you of the block, but may not be able to do so prior to implementing the block. We will not be liable to you or anyone else for any loss or

damage resulting from a temporary or permanent block on use of your Card and/or account and you indemnify us in respect of any such loss.

## 17. Additional Cardholders

17.1 You may authorise another person to be an Additional Cardholder. The authorisation will only be effected if we agree to it. The person you authorise must be 18 years old or older.

17.2 You are liable for the operation of the Credit Card Account by an Additional Cardholder

If any Additional Cardholder does not comply with the Credit Card Contract, you will be held liable. You should ensure that each Additional Cardholder receives a copy of the Credit Card Contract and reads and understands it.

17.3 You acknowledge and agree that any Additional Cardholder can:

- (a) operate the Credit Card Account in the same or in a similar manner as you (an Additional Cardholder cannot request us to increase the Credit Limit or nominate another person to receive an additional Credit Card); and
- (b) access financial information about the Credit Card Account including information relating to the account balance, specific transactions, the available credit amount and the minimum monthly payment.

17.4 You can cancel the Additional Cardholder's authority by notifying us. Once the Additional Cardholder's Credit Card has been cancelled, you should destroy it or return it to Bank of Sydney. You should take all reasonable steps to have the additional Credit Card destroyed or returned to us. If you cannot retrieve or destroy the additional Credit Card, please contact us.

17.5 You will not be liable for the continued use of the

additional Credit Card from the time you have advised us that you want it cancelled and have taken all reasonable steps to have the additional Credit Card returned to us or destroyed. Reasonable steps may vary depending on the circumstances. As a minimum step, we will require you to contact the Additional Cardholder, (or try to contact the Additional Cardholder) and request them to surrender the additional Credit Card to you or us.

## 18. Foreign Transactions

### 18.1 Foreign Transactions incur the Foreign Transaction Fee.

All Foreign Transactions which we debit to your Credit Card Account are subject to fees and charges. Details of these fees and charges are set out in Your Loan Agreement or in any notice we give you notifying you of a change in those fees and charges. Details are also available on our website. Note that even if an amount from a Merchant is quoted in AUD, the amount may still be in a foreign currency and will require conversion. Some Merchants may charge a surcharge.

### 18.2 Foreign Transactions in a currency other than Australian dollars.

Your Credit Card Account statement entries for Foreign Transactions made in a currency other than Australian dollars (a 'foreign currency') will include the foreign currency amount converted into Australian dollars by Mastercard®, and the Foreign Transaction Fee.

The applicable method of conversion is as follows:

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 BOS from time to time are not used to convert Foreign Transactions made in a foreign currency to Australian dollars. The exchange rates used to convert Foreign Transactions are set by Mastercard®.

### 18.3 Foreign Transactions in Australian dollars.

Your Credit Card Account statement entries for Foreign Transactions made in Australian dollars will include the Australian dollar amount and the Foreign Transaction Fee.

Important 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.

### 18.4 Refunds and chargebacks of Foreign Transactions.

Any refund or chargeback relating to a Foreign Transaction made in a currency other than Australian dollars will be converted to Australian dollars by Mastercard® in accordance with clause 18.2 above. The exchange rate used for the refund or chargeback may differ from the rate applicable when the Foreign Transaction was initially processed. This means that the amount of the refund may be for a lower amount than the original transaction.

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.

### 18.5 Purpose of use

Your Credit Card must be used wholly or predominantly for personal, domestic or household expenditure. We reserve the right to determine, in any instance, whether use or proposed use of your Credit Card has been or will be in accordance with this requirement.

You must not use your Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia and/or the laws of the location where the Credit Card

is used or where the goods or services are provided.

(c) It is an offence under Australian law to conduct transactions on an account which may lead to an actual or attempted evasion of a taxation law, or an offence under any other Commonwealth or Territory law. Where BOS has reasonable grounds to suspect that such a transaction(s) has occurred on the Credit Card Account, We are obliged to lodge a suspicious matter report with the Federal Government (AUSTRAC).

## 19. Authorisations

19.1 Before any transaction is made, the Merchant or other person involved in the transaction may obtain an authorisation or place a hold on your Credit Card Account for the transaction. This authorisation or hold is for the purpose of establishing that there are sufficient funds available in the Credit Card Account for the transaction to be made in the future. For example, for transactions related to paying a deposit for accommodation or car rentals.

19.2 Once the authorisation or hold is obtained, it will reduce the amount of available funds in your Credit Card Account. If the Purchase or other transaction is not completed, the amount which has been authorised or put on hold will not be refunded until five Business Days after the authorisation is obtained.

## 20. Balance Transfer

20.1 You may transfer the balance of another credit card from another credit provider to your Credit Card Account if we agree, and if:

- (a) the amount transferred is not less than \$500;
- (b) the balance of your Credit Card Account after the transfer will not exceed 95% of your Credit Limit; and
- (c) your account is not in arrears or is not a Delinquent Account.

20.2 We may refuse or limit a Balance Transfer at our discretion.

20.3 We will not be liable for any overdue payment or interest incurred on an existing credit card account.

20.4 We are not responsible for closing an existing credit card account when you make an application for a Balance Transfer. We may require you to cancel your Credit Card Account with the transferring credit provider as a condition of the Balance Transfer.

20.5 Once the amount of the Balance Transfer has been provided to the organisation you have nominated, we will not be responsible for any delays in processing the payment.

20.6 You must pay any interest charged by us on Balance Transfers at the applicable annual percentage rate. Interest applies from the date we fund your Balance Transfer request, until you repay the transferred amount in full (or until the expiry of the promotional period where applicable).

20.7 Discounted interest rates on balance transfers offered as part of a promotion will not apply to transfers from other Bank of Sydney issued credit cards.

## 21. Interest rates for Purchases, Cash Advances and other payments

21.1 The annual percentage rates that apply to your Credit Card Account are set out in your Loan Agreement. Different interest rates may apply for Purchases, Cash Advances and other transactions.

## 22. Interest calculation and debiting interest

22.1 The daily percentage rate is the applicable annual percentage rate divided by 365.

22.2 We will calculate interest daily by:

- first subtracting any interest free Purchases and interest free transactions from the unpaid daily balance of the account at the end of the day; and
- multiplying the unpaid daily balance, or any applicable part of the unpaid daily balance by the applicable daily percentage rate.

22.3 Interest and fees and charges will be added to the balance outstanding on your Credit Card Account, and will accrue interest at the applicable daily percentage rate.

22.4 We will debit interest on the closing day of each statement period (normally the 25th of each month). We will also debit interest on the day we close your Credit Card Account.

22.5 The maximum length of the interest free period for Purchases is 55 days. The interest free period starts on the date the Purchase first appears on your statement and ends on the due date for payment on that statement. You will not be charged interest on Purchases if you pay the closing balance shown on each statement by the due date on that statement. If you do not pay the closing balance for each statement by the due date on that statement, there will not be any interest free period on unpaid Purchases.

22.6 The daily percentage rate will be applied to the balance not paid for by the due date, from the date each unpaid Purchase first appeared on your statement until the day before the date the unpaid Purchase is paid.

22.7 We will charge interest on Cash Advances by applying the daily percentage rate applicable to Cash Advances to the daily unpaid balance of Cash Advances and related Cash Advance fees from the date each Cash Advance first appeared on your statement until the day before the Cash Advance is paid. There is no interest free period for Cash Advances.

22.8 We may provide you with Promotional Offers from time to time across the following Transactions:

- Purchases;
- Cash Advances; and

- Balance Transfers

The amount of any Transaction the subject of a Promotional Offer is part of the relevant Promotional Offer Balance.

As part of a Promotional Offer, we may offer a Promotional Interest rate from time to time. Offering a Promotional Interest Rate will be at our sole discretion and can be withdrawn at any time, prior to that Promotional Offer being accepted. Where a Promotional Offer is made, we will provide you with information about any terms of the Promotional Offer, including the Promotional Interest Rate, on our website or at your request.

The Promotional Interest Rate that applies under a Promotional Offer may differ to the standard interest rate that applies to a Transaction. That Promotional Interest Rate will apply to the relevant Transaction for the Promotional Interest Rate Period. At the end of a Promotional Interest Rate Period, any outstanding balance (including interest) in relation to Transactions the subject of the Promotional Offer will revert to the applicable Purchase Rate or Cash Advance Rate depending upon the nature of the Transactions.

## 23. Default

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

- fail to pay us any amount when it is due;
  - are jailed or become bankrupt, are wound up or become subject to administration or receivership or any similar clause under any law;
  - fail to comply with any of your other obligations under the Credit Card Contract;
- or
- give us incorrect or misleading information in connection with this Credit Card Contract.

23.2 If you default we may, without prejudice to our rights, suspend or cancel your Credit Card or suspend your Credit Card Account even if there is no default (subject to clause 23.3):

- Cancel or suspend all or any Credit Cards;

- suspend your Credit Card Account;
- require you to pay us immediately the outstanding balance of the Credit Card Account (including amounts which you become liable to pay under the Credit Card Contract and which are yet to be debited to the account);
- exercise any other rights afforded to us under Law; or
- require you to pay us on demand all enforcement expenses we reasonably incur in the exercise of our rights against you, including use of our staff, facilities and legal fees. You indemnify us against any such expenses that we may incur.

23.3 Our rights to require you to pay any amount, indemnify us or exercise any other rights that the law gives us under clause 23.2 may be subject to a requirement of the Credit Code that we first give you a notice requiring you to remedy the default. If so, you will be deemed to have failed to remedy the default specified in the notice if, at the end of the time allowed by that notice, you have remedied that default but have committed another default of the same type.

23.4 If we cancel any Credit Cards or suspend your Credit Card Account, you must continue paying the minimum monthly payment amount shown on each statement issued after the cancellation or suspension. We continue to charge interest, fees, and charges and government charges to your Credit Card Account until you repay your Credit Card Account in full.

23.5 Upon payment to us, in accordance with this clause, of all amounts owing on the Credit Card Account, the Credit Card Account may be terminated by us without notice.

#### 24. Cancellation or suspension of the Credit Card by us

24.1 Credit Cards remain our property at all times.

24.2 We reserve the right to close or suspend any Credit Card Account at any time, or to cancel or suspend any Credit Card without prior notice at our discretion.

24.3 If the Credit Card Account is closed, all Credit Cards issued in relation to that Credit Card Account will also be cancelled by us. We will advise you of the closure of a Credit Card account as soon as practicable.

#### 25. Cancellation or closure of the Credit Card by you

25.1 You may close the Credit Card Account at any time by contacting us. If the Credit Card Account is closed, all Credit Cards issued in relation to that Credit Card Account will be cancelled.

25.2 You may cancel any Credit Card linked to the Credit Card Account (including any additional card) at any time by contacting us.

#### 26. What happens when a Credit Card is cancelled

26.1 When we cancel a Credit Card or we receive instructions from you to cancel a Credit Card:

- we will contact you to confirm cancellation details; and
- the Credit Card (and any additional Credit Cards) must not be used and must be destroyed or returned to us.

26.2 You will continue to be liable for any of the following transactions on your Credit Card Account:

- transactions made before we process your termination request; and
- transactions debited to the Credit Card Account in accordance with any regular payment or any other authority to the Credit Card Account until the regular payment or authority is cancelled.

26.3 Once a Credit Card has been cancelled, you must continue

to make payments to the Credit Card Account in accordance with the Credit Card Contract.

26.4 Any direct debit or other regular payment from the Credit Card must be cancelled by you

## 27. Direct debits

27.1 You can arrange for your Credit Card Account to be directly debited to pay for services or goods provided by a Merchant by providing your Card Details and / or other required information to that Merchant.

27.2 We may set a limit on how much money can be debited to your account through a direct debit arrangement.

27.3 If you want to cancel or stop a direct debit arrangement to your Credit Card Account, you must contact the authorised Merchant.

27.4 You can also arrange for a direct debit to be stopped / cancelled if you complain to us that the direct debit was unauthorised or otherwise irregular. A stop payment fee may be charged for this service in accordance with your Loan Agreement.

27.5 A dishonour fee may also be charged when you authorise a third party to direct debit your Credit Card Account and payment is not made because there is insufficient credit in your Credit Card Account to meet the payment.

27.6 **WARNING:** if you have provided your Card Details to a Merchant, we are unable to cancel any direct debits made by the Merchant. You must notify the Merchant if you want to cancel the authority for them to debit your Credit Card Account. Until you do so, the Merchant is entitled to request us to debit your Credit Card Account. This request may be processed automatically. If the Merchant continues to debit your Credit Card Account after you have requested them to cancel your authority, we are able to dispute the transaction on your behalf,

subject to you providing us with any relevant documents we require.

## 28. Internet banking

28.1 Access to and the use of internet banking is governed by the Terms and Conditions for Internet Banking.

## 29. BPAY®

29.1 The ePayments Code applies in relation to BPAY® payments. Please refer to the Terms and Conditions for Internet Banking for the complete BPAY® conditions of use.

29.2 This clause applies if you (or an Additional Cardholder) request us to make a payment through the BPAY® scheme using your Credit Card Account.

Note:

- BPAY® payments for goods or services using your Credit Card will also be governed by the operating rules applicable to BPAY® as published by BPAY® from time to time.
- BPAY® payments cannot be revoked. If you use your Credit Card to make a BPAY® payment you do not have the right to reverse the payment or chargeback the transaction, notwithstanding that the Merchant failed to deliver the goods and/or services to you.

29.3 If there is any inconsistency between the BPAY® conditions set out in the Terms and Conditions for Internet Banking and these Terms and Conditions, the BPAY® conditions of use as set out in the Terms and Conditions for Internet Banking apply to the extent of that inconsistency.

## 30. Short Message Service (SMS) and Email for Card and Security

30.1 By providing a mobile telephone number or email address, you agree that we may send SMS or email messages to your nominated mobile phone or email account for security purposes including to verify or seek further information about

Transactions on your Account. We are not liable for any loss or damage you suffer as a result of any person other than you accessing those SMS or email messages.

## PART B - Cash Rewards

This Part B applies to your Credit Card if you have signed up to our Cash Rewards Program. The Cash Rewards Program enables you to earn cash back on your Credit Card when you make Eligible Transactions on your Credit Card Account.

### 31. Who benefits from Cash Rewards Program

31.1 If You have signed up to our Cash Rewards Program, You will receive the benefit of the Cash Rewards Program. For example, you will receive the benefit from any Eligible Transactions made by You or an Additional Cardholder.

### 32. Fees and charges - Cash Rewards

32.1 We may:

- impose other fees and charges in connection with your participation in the Cash Rewards Program; and
- vary those fees and charges, by giving you notice in accordance with clause 37.

### 33. How you can earn Cash Rewards

33.1 As the holder of a BOS Classic Mastercard® Credit Card or a BOS Platinum Mastercard® Credit Card, and subject to clause 32, you will earn Cash Rewards each time you or an Additional Cardholder use your Credit Card for Eligible Transactions.

33.2 The amount of Cash Rewards you will earn on Eligible

Transactions (including Eligible Transactions in foreign currency) is calculated on the following basis:

- Classic Mastercard® Credit Card - earn \$4 cash back for every \$1,000 of Eligible Transactions when you spend over \$5,000 and up to \$30,000 each year on your Credit Card.
- Platinum Mastercard® Credit Card –earn \$8 cash back for every \$1,000 of Eligible Transactions spent on your Credit Card.

33.3 We may decide at our absolute discretion to award additional or bonus Cash Rewards to you, either for specified goods or services or for transactions with specific Merchants (referred to as a Special Promotion). Where we do so, we will make the Special Promotion available on such terms and conditions as we determine, including the period of time the Special Promotion is available.

### 34. When you will not earn Cash Rewards

34.1 You will not earn Cash Rewards:

- if your Credit Card Account is in arrears for more than 30 days;
- if we determine that you or any Additional Cardholder has acted fraudulently in relation to your application for a Credit Card or your use of your Credit Card or Cash Rewards;
- in respect of transactions that are assessed by us as being fraudulent or unauthorised;
- if you are in default under the Credit Card Contract;
- from the date that your Credit Card Account is suspended or terminated;
- if we cancel or request the return of your Credit Card;
- for Eligible Transactions that arise after the expiry date of your Credit Card;
- if you lose your Credit Card, until such time as a new Credit Card is issued to you by us; on any Cash Advances; or
- If you (or an Additional Cardholder) return any goods

or services purchased with a Card or your Card Account, or dispute a transaction on your Card Account, this may result in your Cash Rewards being debited from your Rewards Account. The number of Cash Rewards deducted from your Rewards Account will be calculated in accordance with the rate at which you were earning Cash Rewards at the time the refund or reimbursement for the disputed transaction is posted to your Card Account. If your Rewards Account is adjusted in connection with the refund or reimbursement, we will also adjust the number of Cash Rewards.

### 35. How you can use your Cash Rewards

35.1 You can use your Cash Rewards to make Purchases, provided you have sufficient Cash Rewards. You can do this by using an account linked to your Credit Card (e.g. a transaction or savings account that we allow to be used for the purpose of Cash Rewards). In order to make the Purchase using Cash Rewards, the Merchant must be in Australia and have an EFTPOS terminal. To access the Cash Rewards, press the 'savings' button (when using your Credit Card) on the EFTPOS terminal.

35.2 You may withdraw your Cash Rewards in cash at an ATM using your Credit Card and selecting the 'savings' button.

35.3 You must not permit any other person (including your Additional Cardholder that is attached to your Credit Card Account) to use your Cash Rewards.

### 36. When will your Cash Rewards be deducted

36.1 Cash Rewards will be deducted from the available balance of your Cash Rewards when they are redeemed.

36.2 If Cash Rewards are incorrectly credited, we may reverse the credit.

### 37. When will your Cash Rewards expire

37.1 Your Cash Rewards will expire immediately if:

- (a) your Credit Card Account is closed or terminated; (b) we terminate the Cash Rewards Program; or
- (c) you become deceased .
- (d) your credit card is cancelled

37.2 Expired Cash Rewards have no cash value and cannot be redeemed

### 38. Terminating your Cash Rewards account

38.1 If your Credit Card has expired or has been cancelled and on date of cancellation there are unused Cash Rewards, then we may make reasonable attempts to contact you to arrange for these to be credited to you. In these circumstances, fees and charges may apply.

38.2 You may cancel your Cash Rewards Account any time by contacting us. Once you have provided us with notice of cancellation, we will close your Cash Rewards Account. In these circumstances, any Cash Rewards that you have accrued will expire. We strongly recommend that prior to cancellation that you redeem and use your Cash Rewards to avoid unintended loss of accrued Cash Rewards.

38.3 We may restrict the ability for you to access any available Cash Rewards and prevent you from using your Credit Card when you are in default under your Credit Card Contract.

38.4 If you use your Cash Rewards Account after your Credit Card has been cancelled, then you will be liable to us for the value of any transaction that is made using the Cash Rewards and any reasonable costs incurred by us in collecting the outstanding amounts. Any such amounts are immediately due and owing upon demand by us, and you authorise us to debit these amounts from your Credit Card Account. If you determine that we have incorrectly charged you, you may dispute these

charges by contacting us.

### 39. Notice for changes to Cash Rewards

39.1 We reserve the right to change the number of Cash Rewards that you earn or the way in which you earn Cash Rewards at any time by providing you:

- (a) at least 90 days' notice if we reduce the number of Cash Rewards that you will earn for each Australian dollar charged to your Credit Card Account for Eligible Transactions; and
- (b) notice at such time as we determine appropriate, at our absolute discretion, if there is an increase in the number of Cash Rewards that you will earn for each Australian dollar charged to your Credit Card Account for Eligible Transactions.

39.2 We will provide you with at least 120 days' notice of:

- (a) the discontinuation of Cash Rewards; or
- (b) the suspension or discontinuation of your Credit Card Account's participation in Cash Rewards.

If Cash Rewards is discontinued by Us or our participation in Cash Rewards is suspended or discontinued, then during the 120 days' notice period, you will be able to redeem your Cash Rewards. After expiration of this notice period, we will cancel your Cash Rewards Account and any Cash Rewards that you have accrued will automatically expire.

39.3 We reserve the right to change the terms and conditions applicable to the Cash Rewards Program and to vary the fees and charges that apply to the Cash Rewards programme.

### 40. Tracking your Cash Rewards

40.1 You will be issued with a statement for your Credit Card Cash Rewards every month detailing:

- (a) the Eligible Transactions for your Credit Card Account;

and

- (b) the number of Cash Rewards earned.

40.2 We will try to ensure that details of your Cash Rewards balances are up to date on your monthly statement. However, transactional information that we give you via the statement may not have been processed to your Cash Rewards Account at the time we gave you the statement.

40.3 We are not liable if a terminal does not allow you to access your Cash Rewards. You should always check with the relevant Merchant that they will accept your Card before purchasing any goods or services.

### 41. Authorisations

41.1 Certain transactions made using Cash Rewards may need to be authorised or put on hold by us before they can be processed. In these circumstances, the relevant Merchant's financial institution will obtain permission from us for the transaction to be authorised or put on hold. Once authorisation is obtained, it will reduce the amount of your Cash Rewards balance accordingly. In the event that we obtain authorisation but the relevant transaction is not completed, your available Cash Rewards Points may be reduced for a period of time before being reversed. Transactions will not necessarily be processed on the same day they occur. Some transactions will be processed after the transaction date.

41.2 We have the right to refuse authorisation for you to effect a transaction if:

- (a) we have restricted access to your available Cash Rewards;
- (b) we believe on reasonable grounds that the transaction is fraudulent or suspicious; or
- (c) the transaction will result in you exceeding the value of your unused Cash Rewards.

Part C

## 42. Privacy

42.1 We will comply with the Privacy Act 1988 (Cth) in our dealings with you. Further information on our Privacy Policy, which sets out our policies regarding the management of personal information, is available in our Deposit, Savings & Transaction Accounts PDS and on our website.

## 43. Security of Cardholder Data

43.1 We are responsible for the security of cardholder data (as defined in the Payment Card Industry (PCI) Data Security Standard) that we possess, or otherwise store, process or transmit on behalf of you or an Additional Cardholder.

## 44. Anti-Money Laundering (AML) and Counter-Terrorism Financing (CTF)

44.1 You agree that you will provide us with all necessary information in order for us to comply with our obligations under the AML/CTF Legislation; or the Mastercard® scheme rules.

44.2 In order for the Bank to meet its regulatory and compliance obligations, you should be aware of the following:

- Transactions and Payments may be delayed, blocked, frozen and refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of another country). Where transactions or payments are delayed, blocked, frozen or refused, Bank of Sydney and its correspondents are not liable for any loss you suffer (including consequential loss) howsoever caused in connection with a Card or your Account
- We may from time to time require additional information from you or an Additional Cardholder to assist us in the above compliance process; and
- Where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other financial institutions and banks, related entities of Bank of Sydney, service providers or to other third parties.

44.3 You provide to the Bank of Sydney the following undertakings and indemnify Bank of Sydney against any potential losses arising from any breach by you or an Additional Cardholder of such undertakings.

- You or any Additional Cardholder will not initiate, engage or effect a Transaction or payment that may be a breach of Australian law or sanctions (or the law or sanctions of any other country); and
- The underlying activity for which a Card and your Account is being provided does not breach any Australian law or sanctions (or the law or sanction of any other country).

## 45. Address

45.1 You must advise us immediately if you change your address. You must always provide us with a valid residential address.

## 46. Waiver

46.1 A failure or delay by us to exercise, or partially exercise, a right or power under the Credit Card Contract does not result in a waiver of that right or power.

46.2 You may not rely on any conduct, representation or statement by us or our employees as a defence to the exercise of a right or power conferred on us by the Credit Card Contract.

## 47. Transfer of our rights

47.1 We may assign, novate or otherwise deal with our rights under your Credit Card Contract without your consent and in any way we consider appropriate. You authorise us to disclose any personal information, credit information or other information about the Credit Card Account to any person in connection with the assignment or potential assignment. You may not assign, novate or otherwise deal with your rights under this contract without our consent.

## 48. Reading Down and Severance

48.1 If apart from this clause, the application of a mandatory law or code would apply to a particular part of this Credit Card Contract so that it would make that part of the Credit Card Contract void, unenforceable or in breach of a law or code, then the relevant part of the Credit Card Contract will be:

- read down; and
- construed as if it were varied so we are not required or permitted to apply or rely on that part of the Credit Card Contract in a way that is inconsistent with that law or code.

48.2 Paragraph 48.1 prevails over any other part of the Credit Card Contract;

48.3 If, despite this clause, any part of this Credit Card Contract is void, unenforceable or remains in breach of a law or code referred to in (48.1), then that part of the Credit Card Contract will be treated as ineffective and severed to the extent only that that part of the Credit Card Contract is void, unenforceable or in breach but without invalidating the other parts of this Credit Card Contract.

## 49. Exercise of Discretion

49.1 Where this Agreement confers a discretion on us, we will exercise that discretion reasonably.

## 50. Governing Law and Jurisdiction

50.1 This Agreement is governed by the laws of New South Wales. You agree to submit to the jurisdiction of the Courts of New South Wales.

## 51. Assignment

51.1 We may assign, novate or otherwise deal with our rights and obligations under this Agreement in any way we wish. We do not require your consent to do so. You must sign anything and do anything we reasonably require to enable any dealing with this Agreement. Of course, any dealing with our rights does not change your obligations under this Agreement. We may disclose information about you or this Agreement to anybody involved in an actual or proposed assignment, novation or dealing by us with our rights under this Agreement.

## 52. Right to Combine Accounts

52.1 We can combine the total outstanding debits or credits under two or more of your accounts with us, even if the accounts are not both credit card accounts or if they are held at different branches. This may happen when one of your accounts is overdrawn, overlimit or is in debit and another is in credit. This means, for example, that the credit in one account can be used to repay all or part of the outstanding balance on another account (for example, the Account). We will promptly inform you if we combine any of your accounts. We are not required to give notice in advance. You should not treat your accounts as combined unless we have agreed to such an arrangement.

## 53. Events beyond our control

53.1 To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under the Credit Card Contract, for failure to observe or perform any of our obligations under the Credit Card Contract for any reason or cause which could not, with reasonable diligence, be controlled or prevented by us, including acts of God, acts of nature, acts of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage.

## 54. Changes or variations to the contract

54.1 We may change the Credit Card Contract (or any part of it) at any time without your consent including a change in the

following:

- (a) the annual percentage rate;
- (b) the way in which interest is calculated or applied or the method of calculating the minimum monthly repayment;
- (c) the frequency, amount or time for repayment of any payment;
- (d) credit fees and change or introduce new credit fees and charges (including the amount or frequency of payment of any fee or charge);
- (e) any other item of the Credit Card Contract;
- (f) reduce (but not increase) the Credit Limit; and
- (g) reduce the Credit Limit and/or amount of Cash Advance that may be debited to the Credit Card Account.

54.2 We will give you notice of any change in accordance with any requirement of the Credit Code or any other code or law which may apply. For example, we will give you:

- (a) notice of an increase in the annual percentage rate by writing to you or by newspaper advertisement no later than the day on which the increase is to take effect;
- (b) at least 20 days written notice of any change in the frequency or time for payment or change in our method of calculating the minimum monthly payment; and
- (c) at least 30 days (or such lesser period as may be set by the Credit Code) written notice of:
  - (i) any change in the manner in which interest is calculated or the annual percentage rate that is applied;
  - (ii) any change in the amount, frequency or time for payment of a credit fee or charge;
  - (iii) the imposition of a new fee or charge; and
  - (iv) any other change to the Credit Card Contract which increases your obligations or reduces the time for any payment.

54.3 When the Credit Card is used after notification of any such changes, you accept those changes and Your use of the

Credit Card shall be subject to those changes.

## 55. Miscellaneous

55.1 We may receive a commission from your insurer if you take out Credit Card Insurance. This is set out in the Loan Agreement.

55.2 To the extent that this contract is regulated under consumer legislation (eg the National Credit Code), any provisions which do not comply with that legislation have no effect, and to the extent necessary, this contract is to be read so it does not impose obligations prohibited by that legislation.

## 56. Definition of words

(The reference in this document to the singular includes the plural and vice versa).

**ATM** - means automatic teller machine.

**Additional Cardholder** - means another person nominated by you to be issued with a Credit Card for your Credit Card Account.

**AML Legislation** - means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) (as amended) and its associated rules, regulatory guides and regulations.

**Balance Transfer** - means a credit transfer of a nominated amount to another credit card or charge card account in Australia.

**Business Day** - means Monday to Friday in Sydney, Australia (excluding public holidays).

**Card Details** - means the information provided on the Credit Card and includes, but is not limited to, the Credit Card number,

CVV and expiry date.

**Cash Advance** - means a debit to the Credit Card Account (whether or not the Credit Card Account is in credit or in debit):

- (a) which results in you receiving actual cash (whether at a branch or via an electronic terminal or by other means);
- (b) where the funds are used to Purchase cash equivalent items such as gambling chips or travellers cheques;
- (c) where the funds are used to pay a bill at the bank or via an approved agent of the biller (for example, when funds are used to pay tertiary fees or utility bills);
- (d) where the funds are credited to another account held by you or a third party with BOS or another financial institution.

**Cash Rewards** - means the cash you can earn under the Cash Rewards Program.

**Cash Rewards Program** - means the program established under these Terms and Conditions which enables you to earn cash rewards (equivalent to cash back) on certain transactions made on your Credit Card Account.

**Contactless** - means the functionality on specific Credit Cards that enables you to make small value Purchases at participating Merchant outlets without having to sign or enter your PIN.

**Credit Card Account** - means the Credit Card account you hold with BOS under this Credit Card Contract. The Credit Card Account is a single account for all cards issued for a specific credit card product under this Credit Card Contract

**Credit Card Contract** - means the credit agreement between you and us, comprising these Terms and Conditions, the Terms and Conditions for Internet Banking and the Loan Agreement.

**Credit Card** - means the Credit Card issued to you or an Additional Cardholder by BOS which you or an Additional Cardholder can use to obtain access to your Credit Card Account

and any other linked account.

**Credit Limit** - means the maximum credit available on your Credit Card Account. Your Credit Limit is the amount shown on your Loan Agreement, or other such amount determined by us.

**Credit Code and National Credit Code** - means the National Credit Code, which is in Schedule 1 of the National Consumer Credit Protection Act 2009 (Cth).

**CVV** - stands for 'Card Verification Number'. It is the 3 digit number printed on the back of your Credit Card.

**Delinquent Account** - means the status of the account when you have not met the payment conditions under the Credit Card Contract.

**Device** - means any physical instrument given to you that is used to perform a transaction to which the ePayments Code applies. Examples include:

- Credit Card;
- token issued by an ePayments Code subscriber that generates a Passcode, and
- a contactless device.

**EFT Account** - means an account maintained by us which belongs to an identifiable account holder who is a customer of ours and from or to which we permit a user to initiate an EFT transaction.

**ePayments Code** - means the ePayments Code (effective 20 March 2013 as amended) issued by ASIC.

**EFTPOS** - means electronic funds transfer at point of sale. This retail facility allows you to debit the cost of your Purchases to your Credit Card Account.

**Electronic Equipment** - includes Electronic Banking Terminals,

computers, televisions and telephones.

**Electronic Transactions** - means payment, funds transfer, and cash withdrawal transactions that are initiated on your Credit Card Account using electronic equipment and not intended to be authenticated by comparing a manual signature with a specimen signature.

**Eligible Transactions** - means the purchase of goods or services from Merchants accepting your Credit Card (including GST payable for those goods or services by you and excluding any government fees or charges, interest payable on your Credit Card Account, Cash Advances, corporate cheques, refunds, chargebacks, Balance Transfers and bill payments made through BPAY® or any other electronic scheme).

**Facility** - Means an arrangement through which a person can perform transactions (e.g. an account Facility or pre-paid Facility)

**Foreign Transaction** - is any Purchase or Cash Advance 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** - is a fee charged to you by BOS being a percentage of the Australian dollar value of a foreign transaction.

**Identifier** - means information that you know and must provide to perform an Electronic Transaction but is not required to be kept secret.

**Inactive Account** - means a Credit Card Account that has not been operated on either by deposit, Purchase or withdrawal for

a period of 24 months.

**Loan Agreement** - means the Loan Agreement document for your Credit Card Account issued to you together with these Terms and Conditions.

**Merchant** - means a retailer or any other provider of goods and services.

**Overdue Amount** - means any amounts marked as such on your latest credit card statement that remain unpaid from previous credit card statements of account.

**Passcode** - means a password or code that the user must keep secret and which may be required to authenticate a user. A Passcode may consist of numbers, letters, a combination of both, or a phrase. Examples include:

- PIN;
- internet banking password; and
- code generated by a security token.

**PIN** - means a Personal Identification Number used in conjunction with a Credit Card which:

- is known to a user and is intended to be known only to the user or only to the user and us;
- we require the user to keep secret; and
- the user must provide (in any manner which we approve) to or through electronic equipment such as an ATM or EFTPOS Facility in order to access an EFT Account.

**Purchase** - means any transaction (other than a Cash Advance) with a Merchant, the payment for which is authorised by a cardholder to be made on the account and includes a payment made for goods or services

**Terms and Conditions** - means this document, comprising the terms and conditions of the use of your Credit Card.

**Terms and Conditions for Internet Banking** - means the Bank of Sydney Terms & Conditions (PDS) for Internet Banking document, issued to you with your Credit Card or the current version on our website.

**we, us, our, BOS and the Bank** - means Bank of Sydney Ltd ACN 093 488 629 (AFSL 243444 and Australian Credit Licence Number 243444), its subsidiaries, successors and/or assigns.

**you and your** - means the person in whose name the Credit Card Account has been opened and where relevant, also means the Additional Cardholder.

## PART D - Information Statement

### THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement informs you of some of your rights and obligations and those of your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact your credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or obtain legal advice.

#### 57. The contract

##### 57.1 How can I get details of my proposed credit contract?

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

- your contract is entered into; or

- you make an offer to enter into the contract- which ever happens first.

##### 57.2 How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. The credit provider must also give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document.

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider is obliged to give you a copy -

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

##### 57.3 Can I terminate the contract?

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

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

##### 57.4 Can I pay my credit contract out early?

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

57.5 How can I find out the pay-out figure?

You can write to your credit provider at any time and ask for a statement of the pay-out figure as at any date you specify. You can also ask for details of how the amount is calculated.

Your credit provider must give you the statement within 7 days after you submit your request to them. You may be charged a fee for the statement.

57.6 Will I pay less interest if I pay out my contract early?

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

57.7 Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

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

That depends on the type of change. For example—

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

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

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints.

Your credit provider's external dispute resolution provider is the Financial Ombudsman Service (FOS) and can be contacted at -

**Phone:** 1800 367 287

**Website:** [www.fos.org.au](http://www.fos.org.au) or

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

**Post:** GPO Box 3

Melbourne VIC 3001

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

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at [www.asic.gov.au](http://www.asic.gov.au).

## 58. Insurance

58.1 Do I have to take out insurance?

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

cannot insist that you use any particular insurance company.

58.2 Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of this occurring, your credit provider must ensure that you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing your insurer must give you a statement containing all the provisions of the insurance contract.

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

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

58.4 In that case, what happens to the premiums?

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

58.5 What happens if my credit contract ends before any insurance contract over mortgage property?

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

## 59. Mortgages

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

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

59.2 Should I get a copy of my mortgage?

Yes. It can be part of your credit contract or, if it is a separate document, you will be given a copy of the mortgage within 14 days after your mortgage is entered into.

However, you need not be given a copy if the credit provider has previously given you a copy of the mortgage document to keep.

59.3 Is there anything I am not allowed to do with the property I have mortgaged?

The law says you cannot assign or dispose of the property unless you have your credit provider's or the Court's permission to do so. You must also look after the property. Please also read the mortgage documents. These documents will usually contain other terms and conditions about what you can or cannot do with the property.

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

See the answers to 60.1 and 60.3.

Otherwise you may –

- if the mortgaged property is goods –return the property to your credit provider together with a letter saying you want the credit provider to sell the property to you;
- sell the property, but only if your credit provider previously gives you permission to do so;

OR

- give the property to someone who may then take over repayments, but only if your credit provider gives permission first.

If your credit provider won't give permission, you can contact their external dispute resolution scheme for help.

If you have a guarantor, talk to the guarantor about who may be able to help you.

You should understand that you may owe money to your credit provider even after the mortgaged property is sold.

59.5 Can my credit provider take or sell the mortgaged property?

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

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

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

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

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

## 60. General

60.1 What do I do if I cannot make a repayment?

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

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

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

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

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to.

Further details about this scheme are set out below in clause 61.2.

60.3 Can my credit provider take action against me?

Yes, if you are in default under your contract. But, the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or obtain legal advice.

60.4 Do I have any other rights and obligations?

Yes. The law provides you with other rights and obligations. You should also READ YOUR CONTRACT carefully.

## **61. Complaints**

61.1 If you have a complaint regarding your credit card. Please contact Bank of Sydney on:

**Telephone: 1300 BANKING (1300 2265 464)**

**If calling from overseas: + 61 2 8262 9000**

**Postal Address: GPO Box 4288  
SYDNEY NSW 2001**

61.2 If you have any complaints about your credit contract, or want more information, contact your credit provider. You must attempt to resolve your complaint with your credit provider before contacting your credit provider's external dispute resolution scheme. If you have a complaint which remains unresolved after speaking to your credit provider you can contact your credit provider's external dispute resolution scheme or get legal advice.

External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the Financial Ombudsman Service (FOS) and can be contacted at –

**Phone: 1800 367 287**

**Website: [www.fos.org.au](http://www.fos.org.au)**

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

**Post: GPO Box 3  
Melbourne VIC 3001**

Please keep this information statement. You may require some information from it at a later date.

Call us on 1300 BANKING (1300 2265 464)

Visit our website [www.banksyd.com.au](http://www.banksyd.com.au)

Email us at [info@banksyd.com.au](mailto:info@banksyd.com.au)

Bank of Sydney Ltd

ABN 44 093 488 629

AFSL & Australian Credit Licence Number 243 444

