

Effective 1 March 2022

Visa Platinum Credit Card.

Terms and Conditions.

Important Information

The credit card is offered to you on the terms set out in these Terms and Conditions and in the credit contract. Together, these documents govern the use of the card and all transactions on the account. In the event of any inconsistency between these Terms and Conditions and the credit contract, the credit contract will prevail.

Please read the credit contract and these Terms and Conditions carefully. You should also read the information statement “Things you should know about your proposed credit contract” which appears at the end of these Terms and Conditions.

If you have any questions concerning these documents, please contact us.

(NB. This document does not contain all the information we are required by law to give you before the contract is made. Further information is contained in the credit contract.)

These Terms and Conditions take effect on and from 1 March 2022 except as otherwise advised in writing and replace all Visa Credit Card Terms and Conditions previously issued.

1. DEFINITIONS

In these Terms and Conditions and the credit contract:

“**account**” means the account we set up to record transactions under the contract.

“**additional cardholder**” means a person you nominate and to whom we issue an additional card.

“**annual percentage rate**” means the annual percentage rate or rates set out in the credit contract and, if varied, the rate as varied.

“**ATM**” (Automatic Teller Machine) is an electronic terminal which we advise can be used to obtain a cash advance with the use of the card and PIN.

“**available credit amount**” means the amount obtained by subtracting from the credit limit:

- the debit balance (if any) of the account at that time;
- any uncleared funds that have been applied to the account (if any); and
- the amount of all authorised transactions not yet debited to the account (if any).

“**balance transfer**” means a transfer to the account, in accordance with clause 11, of an amount from a credit or charge account held by you or any other person with another credit provider in Australia.

“**BPAY®**” means the electronic payment scheme called BPAY operated in co-operation between Australian financial institutions, which enables you to effect bill payments to billers who participate in BPAY, either via telephone or internet access or by any other method approved by us from time to time.

® Registered to BPAY Pty Ltd ABN 69 079 137 518

“**business day**” means a day that is not Saturday or Sunday or a public holiday or bank holiday in the place concerned.

“**card**” means a credit card we issue to you or to any additional cardholder for use on the account.

“**card details**” means the information provided on the card and includes, but is not limited to, the card number and expiry date.

“**cardholder**” means you or any additional cardholder.

“**cash advance**” means a transaction on the account other than a purchase, including where you:

- draw cash or a cash substitute (e.g. a bank cheque, credit union cheque, traveller’s cheque or money order) from an automatic teller machine, financial institution or merchant; or
- transfer or arrange for the transfer of funds from your credit card account to another account, including recurring payment and direct debit

“**charge**” means an amount debited to the account, including a cash advance, purchase, balance transfer, fee, interest charge, tax and any other amount you have agreed to pay us or be liable for under the contract.

“**contract**” means the credit contract between you and us, comprising these Terms and Conditions and the Schedule.

“**credit limit**” means the credit limit for the account set out in the credit contract and, if varied, the credit limit as varied.

“**delinquent account**” means the status of the account when you have not met the payment conditions under the contract.

“**EFTPOS**” (Electronic Funds Transfer at Point of Sale terminal) is an electronic terminal which we advise can be used to make purchases with the use of the card.

“**electronic equipment**” includes, but is not limited to, an electronic terminal, computer, television and telephone.

“**electronic terminal**” means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any other third party for use with the card and PIN to conduct an electronic transaction and includes, but is not limited to, an ATM and EFTPOS.

“**electronic transaction**” means a payment, funds transfer or cash withdrawal transaction initiated using electronic equipment that is not intended to be authenticated by comparing a manual signature with a specimen signature.

“**identifier**” means information that a cardholder must provide to perform a transaction and which the cardholder knows but is not required to keep secret, such as an account number or a serial number.

“**inactive account**” means a credit card account that has not been operated on either by deposit or withdrawal for a period of 24 months.

“**merchant**” means a business which accepts the card as payment for goods and services.

“**minimum monthly payment**” means the amount determined in accordance with clause 17.2 below. It will be included in the ‘Minimum Payment’ amount in your statement of account.

“**National Credit Code**” means the National Credit Code set out in Schedule 1 to the National Consumer Credit Protection Act 2009 (Cth).

“**pass code**” means a PIN or any other password or code that the user must keep secret and which may be required to authenticate an electronic transaction or the user. It does not include a security number printed on a card.

“**PIN**” means the Personal Identification Number which is issued to a cardholder by us for use with a card at an ATM or EFTPOS.

“**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 an order made for goods or services which are not taken.

“**regular payment arrangement**” means either a recurring or an instalment payment agreement between you (the cardholder) and a merchant in which you have preauthorised the merchant to bill your account at predetermined intervals (eg. monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction.

“**Schedule**” means the credit card Schedule which forms part of your contract with us.

“**transaction**” means a transaction on your account, including withdrawing cash from an ATM, purchasing goods and/or services at Visa outlets, and making a payment via the internet or telephone using the card number.

“**unauthorised**” means without the knowledge or consent of a user.

“**unpaid daily balance**” means the unpaid balance of the account (being the excess of all amounts debited over all amounts credited to the account) at the end of each day.

“**user**” means you, any additional cardholder and any other individual authorised by you and us to perform transactions.

“**we**”, “**us**”, or “**our**” means Nexus Mutual, a division of Beyond Bank Australia, which issued you with the card.

“**you**” or “**your**” means the account holder. If there is more than one account holder, each is liable jointly and severally under the contract.

2. THE CREDIT CARD CONTRACT

You will be accepting our offer and be bound by the credit contract and these Terms and Conditions when you first use your card or activate the account.

3. CARD ACTIVATION, CARD SECURITY AND LIABILITY

- 3.1 All cards issued remain our property and must be returned or destroyed if we ask you to do so.
- 3.2 A card can only be used if it has been activated and is only valid for the period printed on it. It cannot be used before its commencement date or after its expiry date.
- 3.3 The account is a single account for all cards which may be issued under the contract.
- 3.4 The new card will be activated when you do one of the following:
 - a. use our mobile or internet banking system to activate the card; or
 - b. give us your written instruction to activate the card.
- 3.5 You must sign the card as soon as you receive it and before you use it. You must also ensure that each additional cardholder signs his or her card as soon as it is received and before it is used.
- 3.6 Subject to these Terms and Conditions, you are liable for all charges on the account including charges incurred by an additional cardholder. You must ensure that all cards are used in accordance with these Terms and Conditions.
- 3.7 We will provide a PIN to use the card with certain electronic equipment. You agree to protect this PIN as a means of preventing fraudulent or unauthorised use of the card. We may also give you or allow you to select another pass code for transactions. You must keep any pass code secret. Please refer to clause 32 for more requirements and guidelines in relation to security.
- 3.8 A user must notify us immediately on becoming aware that a card is lost, stolen or used without your authority, or that a pass code has become known to someone else (or the user suspects that it has become known to someone else) by:
 - a. telephoning the Visa Card 24-hour toll free hotline in Australia on the numbers listed below; or
 - b. telephoning our Contact Centre on (Australia) 13 25 85 (available Monday to Friday 8.00am to 8.00pm and Saturday 9.00am to 3.00pm ACST).

VISA CARD HOTLINE

Australia wide toll free	1800 648 027
From overseas	+61 2 8299 9101

- 3.9 If the loss, theft or misuse occurs OUTSIDE AUSTRALIA, a user must notify an organisation displaying the Visa sign and also then confirm the loss, theft or misuse of the card or breach of pass code security:
- with us by telephone or priority paid mail as soon as possible; or
 - by telephoning the Visa Card Hotline number for the country the user(s) is/are in, which must be obtained from us prior to departure (see clause 15).
- 3.10 We will acknowledge the notification by giving a reference number that verifies the date and time we were contacted. Please retain this number as evidence of the time of contacting us.
- 3.11 If for any reason the hotline is unavailable and this prevents notification, you will not be liable for any unauthorised transaction during this period which could have been prevented had the hotline been available, provided we are notified within a reasonable time of the hotline becoming available again.
- 3.12 Delay in notifying us may increase your liability.
- 3.13 You are not liable for losses arising from an unauthorised electronic transaction:
- where it is clear that a user has not contributed to the loss;
 - caused by the fraud or negligence of employees or agents of us, any third party involved in networking arrangements or any merchant or their employee or agent.
 - caused by the same transaction being incorrectly debited more than once to the same account;
 - caused by a forged, faulty, expired or cancelled card, identifier or pass code;
 - caused by an electronic transaction which does not require pass code authorisation that occurred before receipt of the card;
 - caused by an electronic transaction which requires pass code authorisation that occurred before receipt of the pass code;
 - arising from an unauthorised electronic transaction that can be made using an identifier without the card or pass code; or
 - arising from an unauthorised electronic transaction that can be made using the card, or the card and an identifier, but without a pass code, if you do not unreasonably delay reporting the loss or theft of the card.
- 3.14 If there is a dispute about whether a user received a card or pass code:
- it is presumed that the user did not receive it, unless we can prove that the user did receive it;
 - we can prove that the user did receive it by obtaining an acknowledgment of receipt from the user; and
- we may not rely on proof of delivery to the correct mailing address or electronic address of the user to prove that the user did receive it.
- 3.15 Where we can prove on the balance of probability that a user contributed to a loss from an unauthorised electronic transaction through fraud, or breaching the pass code security requirements, then you are liable in full for the actual losses that occur before the loss, theft or misuse of the card or breach of pass code security is reported to us or the Visa Card Hotline. However, you are not liable for the portion of losses:
- incurred on any one day that exceeds any applicable daily transaction limit on your account;
 - incurred in any period that exceeds any applicable periodic transaction limit on your account;
 - that exceeds the balance on your account, including any pre-arranged credit; or
 - incurred on any account that you and we had not agreed could be accessed using the card or identifier and/or pass code used to perform the electronic transaction.
- 3.16 You are liable for losses arising from unauthorised electronic transactions that occur because a cardholder contributed to losses by leaving a card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.
- 3.17 Where we can prove, on the balance of probability, that a user contributed to losses resulting from an unauthorised electronic transaction by unreasonably delaying reporting the misuse, loss or theft of a card, or that the pass code security has been breached, you are liable for the actual losses that occur between when you became aware of the security compromise (or should reasonably have become aware in the case of a lost or stolen card), and when the security compromise was reported to us or the Visa Card Hotline. However, you are not liable for the portion of losses:
- incurred on any one day that exceeds any applicable daily transaction limit on your account;
 - incurred in any period that exceeds any applicable periodic transaction limit on your account;
 - that exceeds the balance on your account, including any pre-arranged credit; or
 - incurred on any account that you and we had not agreed could be accessed using the card and/or pass code used to perform the electronic transaction.
- 3.18 Where a pass code was required to perform an unauthorised electronic transaction and clauses 3.15, 3.16 and 3.17 do not apply, your liability is the lesser of:
- \$150;
 - the actual loss at the time of notification to us or the Visa Card Hotline of the misuse, loss or theft of the card, or of the breach of pass code security (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your card or your account); or

c. the balance of your account.

- 3.19 If a user reports an unauthorised electronic transaction, we will not hold you liable for losses under this clause 3 for an amount greater than your liability if we exercised any rights under the rules of the Visa credit card scheme at the time the report was made against other parties to the scheme (for example, chargeback rights).
- 3.20 You will not be liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete an electronic transaction which has been accepted by the system or equipment in accordance with a user's instructions. If a user should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability in relation to an electronic transaction will be limited to correcting any errors and refunding any fees or charges imposed on you.
- 3.21 Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the ePayments Code, where that code applies.
- 3.22 For a transaction that is not an unauthorised electronic transaction, if a card or pass code is used without authority, you are liable for that use before notification to us or the Visa Card Hotline of the unauthorised use, up to the credit limit less any amount recovered by us by exercising our rights (if any) under the operating rules applicable to the Visa credit card scheme against other parties to that scheme.

4. ADDITIONAL CARDHOLDERS

- 4.1 We may issue a card to any person you nominate, provided that person satisfies the identity verification requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.
- 4.2 All transactions effected or authorised by an additional cardholder will be treated as having been authorised by you and you will be responsible for them.
- 4.3 You must ensure that each additional cardholder receives a copy of the contract, reads it and protects their card and PIN and any other pass code in the same way as the contract requires you to protect your card and PIN and any other pass code. If an additional cardholder does not comply with the contract, you will be liable to us.
- 4.4 You acknowledge and agree that any additional cardholder can:
- a. operate the credit card account in the same way that you can (however, an additional cardholder cannot ask us to increase the credit limit or nominate another person to receive a card); and
 - b. access financial information about the account including information relating to transactions, the account balance, the available credit amount and the minimum monthly payment.
- 4.5 You can at any time revoke the authority of an additional cardholder to operate the account by telling us in writing and by returning the additional card to us. We will then

cancel the additional card. Except for transactions which were processed and approved before we received your instructions and transactions we are otherwise unable to stop, you will not be liable for transactions effected by the additional cardholder after we receive your instructions to revoke their authority.

5. CREDIT LIMIT

- 5.1 Your credit limit is set out in the credit contract. You can ask us to increase the credit limit at any time but we are not required to agree. It will be increased only at your request, subject to our assessment consistent with clauses 5.2 and 5.3, and with your consent.
- 5.2 Any request from you to increase your credit card limit will be assessed using our lending criteria, and your request can and will be declined for reasons including compliance with Responsible Lending laws.
- 5.3 As part of our assessment for any credit card limit increases, we will take into consideration your ability to repay your credit card balance over a period prescribed by regulation. Failure to meet this requirement can and will lead to your request for a credit limit increase being declined.
- 5.4 The credit limit is the maximum amount of credit you may obtain on the account. The account balance must not exceed the credit limit. Any amount in excess of the credit limit must be paid to us immediately.
- 5.5 We can reduce or cancel the credit limit at any time, whether or not you are in default under the contract and without prior notice to you. We will advise you as soon as possible if we do so.
- 5.6 We will debit transactions on the account against any positive (Cr) balance before reducing the available credit amount.
- 5.7 The credit limit does not change simply because we debit an amount to the account that causes the account balance to exceed the credit limit.
- 5.8 Where you wish to either reduce your credit card limit, or close your credit card account by repaying all amounts, interest, fees and charges, you will be able to do so through our website. At all times we will honour your request, and act upon as soon as possible.

6. CODES OF PRACTICE

- 6.1 We warrant that we will comply with the requirements of the ePayments Code and the Customer Owned Banking Code of Practice, where those requirements apply to your dealings with us.
- 6.2 You may obtain general descriptive information about our products and services from us on request.

7. USING THE CARD

- 7.1 The account must not be used for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction of purchase or for any gambling or gaming transactions.
- 7.2 Gambling Transactions

- a. We may block or refuse to process any gambling transaction on your account without incurring any liability to you.
 - b. A gambling transaction is any transaction identified by us as being for gambling or gaming purposes. We are generally only able to identify a transaction with a merchant as a gambling transaction based on information (including the type of business conducted by the merchant) provided by the merchant and the relevant intermediary financial institution (i.e. the financial institution with which the merchant has entered into an agreement, enabling the merchant to accept payment for goods and services by credit card). Accordingly, certain transactions made with certain merchants may be identified by us as gambling transactions, even though such transactions are not for gambling or gaming purposes. The most common types of merchant outlet where this may occur are newsagencies and merchants that sell lottery tickets or other gambling/gaming products. Similarly, we may not identify a transaction as a gambling transaction even though the transaction is for gambling or gaming purposes (e.g. BPAY® transactions or cash withdrawals).
 - c. Nothing in this clause imposes any obligation on us to decline a gambling transaction or limits your liability to us in respect of any gambling transactions processed to your account.
- 7.3 The maximum daily ATM cash advance amount for the account is \$1,000 or as we advise you from time to time in accordance with clause 24.
- 7.4 Some merchants and financial institutions may impose a lower maximum and/or a minimum amount on electronic transactions.
- 7.5 Cash advances from ATMs will only be available upon entry of the correct PIN in conjunction with the use of the card.
- 7.6 You may request a balance transfer in accordance with clause 11.
- 7.7 You agree that we can debit the account with all transactions authorised by a cardholder. Transactions can be authorised by:
- a. using a card, alone or together with your PIN, at any electronic terminal;
 - b. for an international transaction, presenting a card to a merchant and signing a voucher or other documentation acceptable to us authorising the transaction; or
 - c. providing the card 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.
- 7.8 A transaction can be authorised for a particular amount or for particular goods or services. For example, if you hire a car, you may authorise a transaction for both the rental and any additional costs, such as the cost of any damage to the vehicle.
- 7.9 When a transaction is authorised by a cardholder:
- a. the cardholder is confirming the validity of the amount of the transaction, that is, the transaction correctly represents the purchase price of the goods or services obtained, or the amount of the cash advance;
 - b. you agree that we are providing you with credit equal to the amount of the transaction on the date on which the transaction is made; and
 - c. you agree to pay (in Australian dollars) the amount of that transaction.
- 7.10 If you have been issued with a Visa payWave card which is identifiable by the payWave logo, you will be able to make faster purchases. Instead of swiping your card as you always have, you will just need to tap your card against the contactless reader.
- 7.11 Payments using the payWave functionality can only be made at a participating merchant outlet and if your purchase is under \$100.00. If your purchase is equal to or over \$100, you'll still need to enter a PIN.
- 7.12 The Visa and our security systems continue to protect you from unauthorised transactions. The same conditions apply to your Visa payWave transactions as your other Visa card transactions.

8. AUTHORISATION BY US

- 8.1 We may choose at any time not to authorise a transaction, where this is required for security or credit risk purposes. We will not be liable to you or anyone else for any loss or damage resulting from our refusal to do so.
- 8.2 Once we authorise a transaction we will reduce the available credit amount. If the transaction is not completed, the available credit amount may not be reinstated for up to 7 days after the authorisation is obtained.

9. DIRECT DEBIT AND OTHER STANDING AUTHORITIES

- 9.1 You can, at any time, authorise another person (a 'debit user') pursuant to a 'Direct Debit Request' or similar periodic authority to debit the account.
- 9.2 To cancel such an authority, you should notify that third party according to any arrangements between you and that third party. You may also notify us.
- 9.3 In some circumstances, if the account number changes, the account is closed, a card is lost, stolen, or cancelled, and you fail to provide alternative payment details (for example, your new account number) to the third party, we may stop processing the debit transactions, after giving notice to the third party, and this may cause the third party to stop providing you the goods and services.

10. CREDIT CARD ACCEPTANCE

- 10.1 Financial institutions and merchants displaying the Visa symbol will normally honour your credit card. However, credit card promotional material displayed on any premises cannot be taken as a warranty by the financial institution, merchant or any person carrying on business there that all goods and services available at those premises may be purchased with the credit card.

account by the due date; and

- 10.2 The price the merchant charges for goods and services purchased using the card may vary from the price a merchant charges for the same goods and services purchased with cash.
- 10.3 Unless required to do so by law (for example, by the consumer guarantees that services will be rendered with due care and skill and will be fit for their purpose), we do not accept any liability for:
- any financial institution or merchant displaying a Visa symbol who refuses to accept or honour a card, does not allow cash advances or imposes limits or conditions on use of a card; or
 - goods and services purchased with a card. However, you are generally entitled to reverse or charge back a transaction where the transaction has been effected using the card or by providing the card details to acquire goods or services and you have a dispute with the merchant (for instance, the merchant has not provided you with the goods and/or services you paid for and you have tried to get a refund and were unsuccessful). Chargebacks are governed by the operating rules applicable to the Visa credit card scheme.
- 10.4 Please contact us for more information about your chargeback rights.
- 10.5 Any complaints about goods and services purchased with a card must be resolved directly with the merchant concerned.

11. BALANCE TRANSFER

You may request us to transfer to the account the outstanding balance of a credit or charge account held by a cardholder or any other person with another credit provider, provided that:

- a balance transfer will only be permitted up to the available credit amount;
- the balance transfer amount is \$100 or more; and
- the account is not delinquent.

12. INTEREST RATES

The annual percentage rate that applies to the account is stated in the credit contract. The 'daily percentage rate' is calculated by dividing the annual percentage rate by 365. If a change is made to the annual percentage rate, you will be notified in accordance with clause 24.

13. INTEREST

- 13.1 In this clause, "due date" means the date set out in your statement of account as the date the minimum monthly payment is due.
- 13.2 Interest-free purchases:
- We do not charge interest on a purchase listed in your statement of account to the extent that:
- you make a payment in respect of that statement of

- no part of that payment is applied by us, in accordance with clause 18, to an amount owing on a previous statement of account.

Otherwise, interest will be payable in accordance with clause 13.4 on each purchase listed in your statement of account from the date the purchase is posted to your account until the date it is paid in full.

13.3 Cash advances:

There is no interest free period for cash advances. Cash advances incur interest in accordance with clause 13.4 from the date the transaction is posted to your account until the date the transaction is paid in full.

13.4 Calculation of interest:

Subject to clause 13.2, interest is calculated daily by applying the daily percentage rate to the unpaid daily balance of the account and is debited to the account on the last day of the statement period.

13.5 Interest on deposits:

We will not pay you interest on any credit balance on the account.

13.6 Interest Free Purchases:

As long as you pay all amounts, including outstanding balances, fees or interest by the payment due date, you can benefit from interest free period. Otherwise, you may lose this interest free benefit where interest will be charged on applicable residual balances commencing the day after the payment due date.

14. FEES AND CHARGES

- 14.1 You must pay us the fees and charges in the amounts and at the times set out in the credit contract, as required by these Terms and Conditions or as notified under clause 24. We may debit them to the account and they will appear in your statement of account.
- 14.2 You must pay us an amount equal to any government tax, duty or charge imposed by law in any country in respect of the card, the account or contract, the use of the card or any transaction in relation to the account.
- 14.3 You must pay the 'Annual Fee' referred to in the credit contract (as varied from time to time). The Annual Fee will be debited to the account upon approval of your credit card application and then annually in advance until the credit card account is closed and is paid in full (except where the credit contract otherwise provides). No refund of the fee, or any part of it, is payable when the credit card account is closed.
- 14.4 Any fee or charge in foreign currency will be converted into Australian dollars in accordance with clause 15.1.
- 14.5 All fees and charges debited to the account will be payable by you in accordance with clause 17.

15. USING THE CARD OR TRANSACTIONS PROCESSED OUTSIDE AUSTRALIA

- 15.1 The card can be used to make a purchase or obtain a cash advance (either in a foreign currency or Australian dollars); while overseas or in Australia where the Merchant is overseas, or the Financial Institution or entity processing the transaction is located overseas
- 15.2 All transactions processed overseas on the card will be converted into Australian dollars by Visa Worldwide, and calculated at a wholesale market rate selected by Visa from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the central processing date (that is, the date on which Visa processes the transaction).
- 15.3 All transactions processed overseas on a VISA card are subject to an International Transaction Fee. This fee will be collected by Cuscal, with 1.0% payable to us, 1.0% retained by Cuscal and 1.0% paid to Visa International. The amount of this fee is subject to change from time to time and we will advise you in advance of any such change in accordance with clause 24.
- 15.4 Some overseas merchants and automatic teller machines charge a surcharge for making an electronic transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
- 15.5 Some overseas merchants and electronic terminals allow the cardholder the option to convert the value of the transaction into Australian dollars at the point of sale, also known as dynamic currency conversion. Once you have confirmed the transaction you will not be able to dispute the exchange rate applied.
- 15.6 Before travelling overseas, you or an additional cardholder should consult us to obtain Visa Card Hotline telephone numbers for the country of destination/s.
- 15.7 A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

16. STATEMENTS

- 16.1 We will send you a statement of account each month where there is any financial activity or a balance outstanding on the account. In all cases we will send you a statement of account at least every 6 months and you may request more frequent statements.
- 16.2 Each debit and credit to the account takes effect on the date we assign to it which may not be the date on which it is processed and we may adjust any debit or credit at any time to reflect your and our obligations and the terms of this contract.
- 16.3 You should check each statement of account and tell us of any entry in the statement which you dispute.
- 16.4 You may request a copy of any statement of account at any time subject to any fee referred to in the fees and charges booklet available from us

17. PAYMENTS

- 17.1 You must pay us immediately upon receipt of the statement of account:
- the amount (if any) by which the closing balance exceeds the credit limit; and
 - the amount (if any) of any minimum monthly payment which remains unpaid from a previous statement of account (shown as 'overdue amount' in the statement of account).
- 17.2 You must also pay us by the statement due date the amount of a minimum monthly payment (if any) for the month in respect of which the statement of account is issued. If you do not pay the minimum monthly payment by the statement due date, an Overdue Payment Fee may apply. Please refer to the credit contract for details. The minimum monthly payment for that month will be the greater of 3% (rounded up to the nearest dollar) of the closing balance or \$20.
- 17.3 The statement of account will include all amounts owing under clauses 17.1 and 17.2 in the Minimum Payment amount on the statement.
- 17.4 You may pay us as much as you wish towards the closing balance of the statement of account in addition to the amounts referred to in clauses 17.1 and 17.2. Subject to clause 13, if the closing balance is paid in full, you may be entitled to an interest-free period in respect of certain transactions.
- 17.5 A payment of the account can only be made in Australia and in Australian dollars.
- 17.6 If you will be overseas when a payment is due, it will be necessary to arrange for payments to be made to the account in Australia in your absence.
- 17.7 For the purpose of this clause 17, a reversal or refund of charges to the account is not a payment to the account.
- 17.8 A payment will not be treated as made until the date we credit the payment to the account in the ordinary course of business. If paying by mail you should allow adequate time for the payment to reach us before the statement due date.
- 17.9 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.
- 17.10 If your cheque or other payment instrument is not honoured in full when first presented, the payment will not constitute a valid payment and you will be charged the payment dishonour fee referred to in the credit contract.

18. APPLICATION OF PAYMENTS

We will apply payments we receive on your account first to amounts owing which attract the highest annual percentage rate and then to the next highest interest rate and so on.

19. DEFAULT

- 19.1 You will be in default under this contract if you:
- fail to pay us any payment due under this contract when it is due;
 - exceed the credit limit;
 - fail to comply with your obligations under clauses 3, 4, 5, 7, 13, 14 or 17 of these Terms and Conditions; or
 - give us incorrect or misleading information in connection with this contract.
- 19.2 If you default we may (subject to clause 19.3):
- cancel all cards;
 - require you to pay us on demand the outstanding balance of the account (including amounts which you become liable to pay under the contract and which are yet to be debited to the account);
 - exercise any other rights that the law gives us; and
 - require you to pay us on demand reasonable enforcement expenses we reasonably incur in the exercise of our rights against you, including legal fees.
- 19.3 Our right to take action against you under clause 19.2 may be subject to a requirement of the National Credit Code that we first give a notice allowing you at least 30 days from the date of the notice 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 of the same type. If you do not comply with the notice, if we are not required to give you a notice, or if the notice need not require you to remedy the default, we can take action against you under clause 19.2.
- 19.4 If an obligation to pay us an amount under the contract becomes merged in a court order or judgement, you must pay us interest on that amount daily until paid at the rate of interest applying to our Visa credit cards at that time.

20. CLOSURE OF THE ACCOUNT AND CANCELLATION OF THE CARD BY US

- 20.1 We reserve the right to close the account at any time.
- 20.2 We may close the account without prior notice if:
- we believe that use of a card or the account may cause loss to you or to us or where required for security or credit risk purposes;
 - the account is inactive; or
 - the credit limit has been exceeded. (Note that we may elect not to close the account for this reason but the fact that we have elected not to do so on one or more previous occasions does not stop us from closing it whenever the credit limit has been exceeded.)
- 20.3 Unless you are in default or we have previously given you notice to that effect, we will give you written notice as soon as possible after we close your account.

- 20.4 We may also close the account upon giving you not less than three months' written notice.
- 20.5 If the account is closed, all cards issued in relation to the account will be cancelled.
- 20.6 We will not cancel any individual card without good reason but we may cancel a card at any time without prior notice if we believe that use of the card may cause loss to you or us or where required for security or credit risk purposes. If we do so, we will give you written notice as soon as possible afterwards.

21. CLOSURE OF THE ACCOUNT AND CANCELLATION OF THE CARD BY YOU

- 21.1 You may close the account at any time by making a written request to us. If the account is closed, all credit cards issued in relation to the account will be cancelled.
- 21.2 You may request us in writing, in accordance with clause 4.5, to cancel the card of an additional cardholder.
- 21.3 Written requests should be mailed to our postal address as set out in your statement of account.

22. WHEN THE ACCOUNT IS CLOSED OR A CARD IS CANCELLED

- 22.1 When we cancel a card, including when you request it:
- we will confirm the cancellation;
 - the card must not be used; and
 - the card must be returned to us (cut diagonally in half) or you must satisfy us that it has been destroyed.
- 22.2 If the account is closed, including when you request it:
- all cards must not be used;
 - all cards must be returned to us (cut diagonally in half) or you must satisfy us that they have been destroyed;
 - you must pay the minimum monthly payment each month if an outstanding balance remains;
 - your obligations under the contract will continue until you pay us the total amount you owe us (including amounts which you become liable to pay under the contract and which are not yet debited to the account); and
 - you should cancel all periodic debit authorities which apply to the account.
- 22.3 If the account has a credit balance when it is closed, we will send you a cheque for that balance (unless those funds have been remitted as unclaimed money in accordance with the law) or deposit the funds into any of your accounts with us.

23. CHANGE OF ADDRESS

- You must tell us promptly if you change your address.

24. CHANGES TO THE CONTRACT

24.1 We may change the contract at any time without your consent for one or more of the following reasons:

- a. to comply with any change or anticipated change in any relevant law, code of practice, guidance or general industry practice;
- b. to reflect any decision of a court, ombudsman or regulator;
- c. to reflect a change in our systems or procedures, including for security reasons;
- d. as a result of changed circumstances (including by adding benefits or new features);
- e. to respond proportionately to changes in the cost of providing the card or the account (including by changing interest rates); or
- f. to make them clearer.

24.2 The changes we may make include:

- a. changing the annual percentage rate;
- b. changing the method of calculating the minimum monthly payment;
- c. changing the frequency of any payment;
- d. changing the amount or frequency of payment of any fee or charge;
- e. imposing a new fee or charge;
- f. reducing (but not increasing) the credit limit;
- g. changing the method of calculating or debiting interest; and
- h. changing the maximum daily cash withdrawal limit.

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

- 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 if we:
 - increase charges relating solely to the use of the card, PIN or card details or the issue of any replacement card, PIN or card details;
 - increase your liability for losses for electronic transactions;
 - impose, remove or adjust a daily or other periodic transaction limit applying to the use of the card, PIN, card details, the account or electronic equipment;
 - change the amount, frequency or time for payment of a credit fee or charge or the minimum monthly payment;
 - make any other change to the contract which increases your obligations or reduces the time for any payment;

- any change in the manner in which interest is calculated or the frequency with which it is debited; or

- the imposition of a new fee or charge.

24.4 To the extent permitted by law, we are not required to give you advance notice of:

- a. a reduction or cancellation of daily card limits for electronic transactions which are cash withdrawals, purchases or transfers using electronic and telephone banking; or
- b. other changes to the Terms and Conditions,
- c. where these changes are required to immediately restore or maintain the security of a system or individual accounts.

24.5 We will supply information on current interest rates and fees and charges on request.

25. CARD RENEWAL

We may automatically issue you and any additional cardholder with a replacement card whenever the current card expires at our discretion. The use of any replacement card is subject to this contract.

26. NO WAIVER

Our rights under this contract are unaffected by any delay in exercising them, by us giving you any time or other indulgence, or by the acceptance of monies from you after you default.

27. ASSIGNMENT

We may assign or otherwise deal with our rights under the contract without your consent and in any way we consider appropriate and you authorise us to disclose any information about the account to any person in connection with the assignment.

28. EVIDENCE

28.1 You agree that a sales voucher or other record of a transaction provided by a merchant or ATM is admissible evidence of the transaction and of the amount shown, even if it is not signed by a cardholder, and that, unless you show satisfactory evidence to the contrary, it is conclusive evidence.

28.2 You also agree that a statement given by us stating the amount of the outstanding balance of the account, or any other amount recorded on the account, is admissible evidence that the amount is in fact owing at the date of the statement and that, unless you show satisfactory evidence to the contrary, it is conclusive evidence.

29. NATIONAL CREDIT CODE

If any provision of the contract is invalid or unenforceable under the National Credit Code, it is to be severed from the contract without affecting the validity of the remainder.

30. PRIVACY

30.1 You agree that information about you (including credit information about you and the account) may be given to and obtained from any credit reporting agency, other credit providers (including Cuscal as the principal member of Visa Worldwide), any person providing services in connection with the administration of your application or account (including your use of BPAY) or the marketing of our services or those of any body corporate related to us.

30.2 You agree that we may, at our discretion and for any purpose including security, training, or information verification, listen to and/or record any telephone calls to which you are a party with us, including telephone enquiries, complaints and reports made by you.

31. CARD SECURITY GUIDELINES

31.1 A user must not voluntarily disclose a pass code (this includes a PIN) to anyone, including a family member or friend.

31.2 A user must not write or record a pass code on the card, or keep a record of the pass code on anything carried with the card or liable to loss or theft simultaneously with the card, unless the user makes a reasonable attempt to protect the security of the pass code.

31.3 If a card is not needed to perform an electronic transaction, a user must not keep a written record of all pass codes required to perform electronic transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the pass code.

31.4 A reasonable attempt to protect the security of a pass code record includes making any reasonable attempt to disguise the pass code within the record, or prevent unauthorised access to the pass code record, including by:

- a. hiding or disguising the pass code record among other records;
- b. hiding or disguising the pass code record in a place where a pass code record would not be expected to be found;
- c. keeping a record of the pass code record in a securely locked container; or
- d. preventing unauthorised access to an electronically stored record of the pass code record.

31.5 A user must not be extremely careless in failing to protect the security of a pass code. Extremely careless means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour.

Security guidelines

The security of your credit card is very important. The following guidelines provide examples of security measures and will not determine your liability for any losses resulting from unauthorised electronic transactions. Liability for such transactions will be determined in accordance with the ePayments code.

- Sign the card as soon as you receive it
- Keep the card in a safe place

- Never write the PIN on the card
- Never write the PIN on anything which is kept with or near the card
- Never lend the card to anybody
- Never tell or show the PIN to another person
- Use care to prevent anyone seeing the card number and PIN being entered at electronic equipment
- Immediately report the loss, theft or unauthorised use of the card
- Keep a record of the card number and the Visa Card Hotline telephone number for your area with your usual list of emergency telephone numbers
- Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the card has been used without your authority
- Immediately notify us of any change of address
- Destroy the card on the expiry date

32. ERROR OR DISPUTE RESOLUTION

32.1 If you have a complaint or believe that an error has occurred in any transaction, charge, refund or payment or on a statement of account, you should contact us promptly on the telephone numbers listed at the back of this booklet, as set out in our communication (including statements of account) with you or by visiting one of our branches.

32.2 To assist with our investigations, you will need to provide the following information:

- a. your name, address, membership number, card number and account details;
- b. details of the transaction, charge, refund or payment in question;
- c. the details of any error believed to have occurred on a statement of account; and
- d. the amount of the suspected error or disputed transaction, charge, refund or payment.

32.3 We may require you to confirm in writing the details of any error which you believe has occurred in relation to a transaction, charge, refund or payment, or to a statement of account.

32.4 We will investigate your complaint, and if unable to settle your complaint immediately to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

32.5 Within 21 days of receipt from you of the details of your complaint we will complete our investigation and advise you in writing of the results, or advise you in writing that we require further time to complete our investigation.

32.6 We will complete our investigation within 30 days of receiving your complaint, unless there are exceptional circumstances.

- 32.7 If we are unable to resolve your complaint within 30 days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- 32.8 If we find that an error was made, we will make the appropriate adjustments to your account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- 32.9 When we advise you of the outcome of our investigations, we will notify you of the reasons for our decision by reference to these Terms and Conditions and (if applicable) the ePayments Code and advise you of any adjustments we have made to your account. The notification will be given in writing except if the complaint is settled to your complete satisfaction within 5 business days (unless you request a written response).
- 32.10 If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact the Australian Financial Complaints Authority or any other dispute resolution body which we utilise and advise from time to time. The Australian Financial Complaints Authority's contact details are:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

Toll Free Call: 1800 931 678
Email: info@afca.org.au
Website: www.afca.org.au

- 32.11 If we decide that you are liable for all or any part of a loss arising out of unauthorised use of the card or PIN, we will give you copies of any documents or other evidence we relied upon and advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.
- 32.12 If we, our employees or agents do not comply with the ePayments Code (when it applies) and this contributes to a decision about a complaint that is against you, or a delay in the resolution of the complaint, we or an external dispute resolution scheme may decide that we must pay part or all of the amount of a disputed transaction as compensation.
- 32.13 If we resolve your complaint by exercising our rights under the operating rules applicable to the Visa credit card scheme, different time limits may apply. If so, we will inform you in writing of those time limits and when you can reasonably expect a decision, and we will suspend your obligation to pay any amount which is the subject of your complaint or any credit or other charges related to that amount until your complaint has been resolved.

33. REGULAR PAYMENT ARRANGEMENTS

- 33.1 You should maintain a record of any regular payment arrangement that you have entered into with a merchant.
- 33.2 To change or cancel any regular payment arrangement you should contact the merchant at least 15 days prior to the next scheduled payment. If possible you should retain a copy of this change/ cancellation request. Should the merchant fail to act in accordance with your instructions to change or cancel a regular payment arrangement, you may make a complaint to us in accordance with clause 33.
- 33.3 Should your card details be changed (for example if your card was lost, stolen or expired and has been replaced) then you must request the merchant to change the details of your existing regular payment arrangement to ensure payments under that arrangement continue. If you fail to do so your regular payment arrangement may not be honoured, or the merchant may stop providing the goods and/or services.
- 33.4 Should your card be cancelled for any reason, or should you card expire, you should immediately contact the merchant to change or cancel your regular payment arrangement, as the merchant may stop providing the goods and/or services.

Information Statement

THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

Nexus Mutual, a division of Beyond Bank Australia Limited (Australian Credit Licence 237856), is your credit provider.

This statement tells you about some of the rights and obligations of yourself and us. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact us and, if you still have concerns, our external dispute resolution scheme, or get legal advice.

THE CONTRACT

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

We must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before –

- a. your contract is entered into; or
 - b. you make an offer to enter into the contract;
- whichever happens first.

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

If the contract document is to be signed by you and returned to us, you must be given a copy to keep. Also, we must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if we have previously given you a copy of the contract document to keep.

If you want another copy of your contract, write to us and ask for one. We may charge you a fee. We have to give you a copy –

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

3. Can I terminate the contract?

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

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

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

4. Can I pay my credit contract out early?

Yes. Pay us the amount required to payout your credit contract on the day you wish to end your contract.

5. How can I find out the payout figure?

You can write to us any time and ask for a statement of the payout figure as at any date you specify. You can also ask for details of how the amount is made up.

We must give you the statement within 7 days after you give your request to us. You may be charged a fee for the statement.

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

Yes. The interest you can be charged depends on the actual time money is owing.

7. Can my contract be changed by us?

Yes, but only if your contract says so.

8. Will I be told in advance if we are going to make a change in the contract? That depends on the type of change. For example –

- a. 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.
- b. 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 us;

except where the change reduces what you have to pay or the change happens automatically under the contract.

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

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

If that is not successful, you may contact our external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Our external dispute resolution provider is the Australian Financial Complaints Authority and can be contacted on 1800 367 287, by emailing info@afca.org.au, by visiting www.afca.org.au or by writing to Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001.

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

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

INSURANCE

10. Do I have to take out insurance?

You can decide if you want to take out insurance or not. If you take out insurance, we can not insist that you use any particular insurance company.

11. Will I get details of my insurance cover?

Yes, if you have taken out consumer credit insurance and the premium is financed by us. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal. You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

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

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

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

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

GENERAL

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

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

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

15. What if we and you cannot agree on a suitable arrangement?

If we refuse your request to change the repayments, you can ask us to review this decision if you think it is wrong.

If we still refuse your request you can complain to the external dispute resolution scheme that we belong to. Further details about this scheme are set out below in question 17.

16. Can we take action against you?

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 our external dispute resolution scheme or ASIC, or get legal advice.

17. Do I have any other rights and obligations?

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

If you have any complaints about your credit contract, or want more information, contact us. You must attempt to resolve your complaint with us before contacting our external dispute resolution scheme. If you have a complaint which remains unresolved after speaking to us, you can contact our 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. Our external dispute resolution provider is the Australian Financial Complaints Authority. The Australian Financial Complaints Authority's contact details are:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001

Toll Free Call: 1800 931 678

Facsimile: (03) 9613 6399

Email: info@afca.org.au

Website: www.afca.org.au

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

