

# MYER

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CREDIT CARDS  
CONDITIONS OF USE

EFFECTIVE 30 NOVEMBER 2021

# TABLE OF CONTENTS

## CONDITIONS OF USE

Part A: The Account	3
Part B: Meaning of key words	4
Part C: Credit Limit	8
Part D: Cards and Additional Cardholders	11
Part E: Statements, charges and payments	16
Part F: Changes to these conditions	22
Part G: Security Requirements	24
Part H: Breach of these Conditions of Use	31
Part I: Account suspension, Account closure, and Card cancellation	32
Part J: Errors, disputes and complaints	36
Part K: Electronic services	39
Part L: BPAY® scheme	40
Part M: General information	44
<b><u>INFORMATION STATEMENT</u></b>	49

### **Important note**

These Conditions of Use do not contain all the pre-contractual information we are required by law to give you before the agreement is made.

Further terms and information are in the Financial Table.

These Conditions of Use contain important information in relation to your Account and you should read them carefully.

The emergency phone number is on the last page.

The meaning of capitalised words (eg Credit Limit) and some other key words are explained in Part B.

To activate your Card please login to Online Services or the Mobile App. IF YOU NEED ASSISTANCE, CALL US USING THE NUMBER ON THE LAST PAGE OF THESE CONDITIONS OF USE. IF YOU DO NOT AGREE WITH THESE CONDITIONS OF USE, DO NOT ACTIVATE YOUR CARD, OR ALLOW AN ADDITIONAL CARDHOLDER TO ACTIVATE THEIR CARD, OR AUTHORISE A TRANSACTION ON THE ACCOUNT.

Card Services is a division of Macquarie Bank Limited (ABN 46 008 583 542, Australian Credit Licence 237502).

# Conditions of use

## PART A: THE ACCOUNT

### 1 AGREEING TO THESE CONDITIONS

The first time you activate a Card or authorise a Transaction on the Account, you will automatically be agreeing to these Conditions of Use and the Financial Table. These Conditions of Use then apply to all Transactions on the Account.

**If you do not agree with these conditions, do not activate your card, carry out any Transaction or permit an Additional Cardholder to activate their card or carry out any Transaction – instead, cut the Card into pieces for your protection, ensuring that you cut across the magnetic strip and Chip on the Card.**

Your Card must be activated prior to the activation of any Additional Cardholder's Card.

If you do not activate your Card within 90 days of approval from us, we may:

- ask you for further information to confirm that your personal and financial situation has not changed before allowing you to activate your Card; or
- cancel your Account.

### 2 AUTHORITY

If there are Additional Cardholders, you agree that each person may use the Account and have access to Account information without your or any other Additional Cardholder's consent.

### 3 CHANGE OF PERSONAL AND FINANCIAL DETAILS

You must promptly tell us if you change any of your contact details, including your name, phone numbers, residential address, mailing address, employment and/or email address. You must also promptly tell us if any of your financial details change, including annual income and your regular expenses. You can update your financial details by calling us and update your contact details via Online Services or by calling us.

You acknowledge that we rely on this information being kept up-to-date and complete.

#### 4 **OPENING THE ACCOUNT**

To open the Account you must:

- be 18 years old or over
- be a permanent Australian resident
- have an Australian address and mobile number and a valid email address, and
- give us the identification documents and information we require.

#### 5 **ACCESSING YOUR ACCOUNT**

When you open the Account, you (and your Additional Cardholders, if any) will be sent an Access Code, and you (and any Additional Cardholder) will need to select a Password and PIN. You may also need to set up other Access Methods – for example a device code, fingerprint or other biometric authentication for using Electronic Services. You use this information when you operate the Account over the internet, via an ATM or Electronic Services.

For security reasons we can refuse to allow you access to the Account if you cannot supply your Secret Code(s) or other Access Method.

If your Secret Code(s) becomes known to someone else, or the security of your Card, Card Details, computer, Mobile Device or other Access Method is compromised (or you suspect one or more of these things may have happened) you must tell us immediately by calling us on the telephone number listed on the last page of these Conditions of Use.

#### 6 **UNAUTHORISED USE**

If your Card is lost or stolen, you suspect any unauthorised use of your Card or that the security of your Card Details, computer, Mobile Device, Secret Code(s) or other Access Method(s) has been breached you must contact us immediately using the telephone number listed on the last page of these Conditions of Use.

Your liability for unauthorised Transactions is set out in condition 29.

## **PART B: MEANING OF KEY WORDS**

#### 7 **KEY WORDS**

Key words are defined in this condition 7 and the Financial Table.

**Access Code** means the unique code allocated to you by us which identifies you and, when used in conjunction with a Secret Code, provides access to Electronic Services.

**Access Method** means a method authorised by us to access and transact on your Account via Electronic Services, and includes any one or more of an Access Code, Secret Code and any other code that we provide to you or any Additional Cardholder or permit you or an additional cardholder to set up from time-to-time. This may also include a fingerprint or other biometric authentication we allow you to use to access Electronic Services from time-to-time.

**Account** means your Myer credit card account shown in the Financial Table.

**Additional Cardholder** means any person to whom a Card has been issued at your request.

**Annual Percentage Rate** means a per annum rate of interest.

**ATM** means an automatic teller machine owned by us or another financial institution.

**Balance Owing On The Account** means at any time, the difference between all amounts credited and all amounts debited to your Account under this agreement at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

**Biller** means an organisation which tells you that you can make payments to them through the BPAY scheme.

**BPAY®** means the electronic payments scheme operated by BPAY Pty Ltd through which you can ask us to make payments on your behalf to billers who tell you that you can make payments to them through the BPAY scheme.

®Registered to BPAY Pty Ltd ABN 69 079 137 518.

**Business Day** means any day on which banks in Melbourne and Sydney can effect settlement through the Reserve Bank of Australia.

**Card** means any card (including a digital card or token) issued by us (or, in the case of a digital card or token, issued by a third party directed by us) to you or another person at your request for use, or which can be used, on the Account.

**Card Details** means the information printed on your Card including the Card number, expiry date and Card Verification Value (CVV – the three digits shown on the back of your card).

**Cardholder** means a person in whose name a Card has been issued.

**Cash Advance** means a Transaction on your Account which involves you or an Additional Cardholder obtaining cash using a Card. This includes obtaining cash using a Card when there is a credit balance in your Account.

**Chip** means the electronic microchip embedded in a Card used as an additional security and information storing device.

**Closing Balance** means the amount shown on a Statement as the Closing Balance for that Statement, and is the amount you owe us under this agreement on the closing date for the Statement Period.

**Credit Limit** means your credit limit shown in the Financial Table, as varied from time-to-time by agreement or as authorised by these Conditions of Use.

**Daily Percentage Rate** means the applicable Annual Percentage Rate divided by 365.

**Electronic Services** means either or both of Online Services and the Mobile App as relevant.

**Financial Table** means the Financial Table document which outlines further key details of your contract with us. We will send you your Financial Table at account opening. The Financial Table (as amended from time-to-time) forms part of this agreement.

**Interest Free Finance** means a Special Promotion identified by us to you as “interest free”. It does not include a balance transfer offer where the promotional balance transfer rate is zero percent for a specified period.

**International Transaction** means any Transaction made using a Card:

- (a) in a currency other than Australian dollars with a merchant or financial institution located in Australia;
- (b) in Australian dollars or any other currency with a merchant or financial institution located outside Australia; or
- (c) in Australian dollars or any other currency where the entity that processes the Transaction is located outside Australia.

It may not always be clear to you when making a Purchase that the merchant or the entity processing your Transaction is located outside Australia.

**Macquarie Group** means Macquarie Group Limited ABN 94 122 169 279, its related bodies corporate and its successors and assigns.

**Minimum Payment Due** means the amount as described in the Financial Table.

**Mobile App** means the service that enables a Cardholder to access and/or transact on your Account using a Mobile Device with internet connectivity.

**Mobile Device** means a mobile phone, tablet, or another type of personal electronic device which is able to access the Mobile App.

**Myer** means Myer Pty Ltd (ABN 83 004 143 239), its related bodies corporate and its successors and assigns.

**Online Services** means the online secure service which enables a Cardholder to access and/or transact on your Account over the internet.

**Password** means a security password which is issued by us, or selected by you, which enables access to Electronic Services.

**Payment Due Date** means the date stated on your Statement by which the Minimum Payment Due must be paid. Similarly, if you wish to make a Payment to Receive Interest Free Period, this amount must be paid by the Payment Due Date.

**Payment to Receive Interest Free Period** means the Closing Balance less any Interest Free Finance and / or balance transfer balances that are in the specified promotional term or period, for the previous Statement Period.

**PIN** means the personal identification number for use with a Card.

**Promotional Rate** means the Annual Percentage Rate that applies to Special Promotions, as stated in the Financial Table or otherwise notified to you.

**Purchase** means each amount:

- (a) charged by the supplier for the supply of any goods or services purchased by the use of a Card (including a BPAY Transaction), except for amounts which are Cash Advances and Special Promotions; or
- (b) treated by us as a Purchase under condition 12.

**Secret Code** means individually and collectively any Access Method which we require you to keep secret, including any Password, PIN and SMS code.

**Special Promotion** means, during any specified term or period, any Transaction or promotional offer we identify as a special promotion (including, but not limited to, balance transfers).

**Statement** means a statement of account that relates to your Card.

**Statement Period** means the period specified on a Statement as the statement period, and is the period to which the Statement relates.

**Terminal** means any electronic device facilitating Transactions on the Account at the point of sale. Terminal includes ATMs, EFTPOS outlets and Visa payWave secure readers and other point of sale facilities.

**Transaction** means any transaction authorised by the use of a Card, Card Details, Electronic Services, or any other means we authorise from time-to-time. A Transaction includes but is not limited to a Purchase, Cash Advance or Special Promotion.

**Visa payWave** is a contactless method of authorising Purchases by waving a Card in front of a secure Visa payWave reader at a merchant, without having to sign or enter a PIN or password.

**we, us or Macquarie** means Macquarie Bank Limited (ABN 46 008 583 542 Australian Credit Licence 237502) and its successors and assigns.

**you** means the person or persons named in the Financial Table as the customer. You does not include an Additional Cardholder. If there are two of you, you means each of them separately and both of them jointly. You includes your successors.

The singular includes the plural and vice versa.

A reference to:

- any thing includes the whole and each part of it
- including means including without limitation, and
- a document includes any variation or replacement of it.

## PART C: CREDIT LIMIT

### 8 **YOUR CREDIT LIMIT**

8.1 Your Credit Limit is shown in the Financial Table and may be varied from time-to-time in accordance with condition 9.

You should tell any Additional Cardholder(s) about your Credit Limit.

Limits for non-Purchase Transactions such as Cash Advances or balance transfers may be different to your Credit Limit. Details of these limits appear in the Financial Table as varied from time-to-time.



- 8.2 In certain circumstances, we may permit you to temporarily exceed (that is, allow the Balance Owing On The Account to be higher than) your Credit Limit.

Except as outlined below, you can only exceed your Credit Limit if you have provided us with your express consent. You may withdraw your consent at any time by contacting us.

### Exceptions

- 8.3 Despite the above we may, acting reasonably and in certain circumstances:
- choose not to allow you to exceed your Credit Limit, and/or
  - remove your ability to consent to exceeding your Credit Limit.

If we do not allow you to exceed your Credit Limit and/or do not allow you to consent to exceeding your Credit Limit, a Credit Limit increase request under condition 9 will be required if you wish to spend more than your current Credit Limit.

- 8.4 If you have prevented your Account from exceeding your Credit Limit as above, this will not prevent all Transactions that may take you over your Credit Limit. For example, it will not prevent you being taken over your Credit Limit where:
- Transactions are conducted manually and/or authorisations are not checked,
  - the Transaction amount is below a certain amount, and/or
  - any accrued interest, charges and fees are applied to your Account in accordance with these Conditions of Use.

- 8.5 You are responsible if your Credit Limit is exceeded.

If, at any time, your Credit Limit has been exceeded (that is, the Balance Owing On The Account is more than the Credit Limit), you:

- may be charged an Overlimit Fee for this service, and
- must immediately repay us the amount by which your Credit Limit has been exceeded.

The payments are in addition to your normal repayment obligations set out in condition 15.

## 9 **CHANGING YOUR CREDIT LIMIT**

- 9.1 You may apply to us to increase your Credit Limit. Credit Limit increase applications are subject to our credit approval criteria.
- 9.2 You may request us to decrease your Credit Limit. We need not, however, agree to decrease your Credit Limit to an amount less than:
- the minimum Credit Limit listed in the Financial Table (you may, however, speak to us about applying for a product with a lower minimum Credit Limit), or
  - the current Balance Owed On The Account (you will need to reduce the Balance Owed On The Account to below your desired Credit Limit before we can action your request).
- 9.3 If we agree to increase or decrease your Credit Limit based on your request, we will tell you the new Credit Limit in writing, which may be on your Statement.
- 9.4 We may, at our reasonable discretion, reduce your Credit Limit or stop providing you further credit (on either a temporary or permanent basis) in the following circumstances:
- a) It comes to our attention that you are in default of another credit contract held with us
  - b) It comes to our attention that you are in default of a credit contract with another credit provider
  - c) We reasonably believe that you are using your Account in a way that may cause loss to you or us
  - d) You are in breach of these Conditions of Use
  - e) You are not making the Minimum Payments Due
  - f) You are not paying any other money due to us in relation to your Card, or
  - g) Anything else happens which we consider warrants us reducing the Credit Limit or ceasing to provide further credit.

If we reduce the Credit Limit or stop providing further credit, we will tell you in writing.

If you ask us to review our decision, we may require you to produce further information.

## PART D: CARDS AND ADDITIONAL CARDHOLDERS

### 10 CARDS

- 10.1 You must sign each physical Card issued to you as soon as you receive it. You must ensure that any Additional Cardholder signs their physical card too. A physical Card is not valid unless it shows a Cardholder's signature.
- Each Card is for the sole use of the person named on it.
- 10.2 There is an expiry date on each physical Card. The relevant Cardholder must not use a physical Card after that date. We may issue each Cardholder with a new physical Card with a later expiry date before the original physical Card expires unless you ask us in writing not to do so.
- 10.3 Each Card remains our property. We may issue replacement Cards to you and any Additional Cardholder at any time. All Cards are subject to these Conditions of Use and any subsequent terms and conditions that may be issued in respect of the Account.
- 10.4 Cardholders must keep their Card in a safe place at all times. It is best to carry it with you. Do not leave it where anyone can see it or take it. Do not leave it in a car, at home or at work. If a Cardholder does not use their Card regularly, the Cardholder must still check that the Card is secure.
- 10.5 Transactions made with the Card using electronic equipment may be limited to minimum and maximum amounts in any specified period and to multiples of any amounts. These limits may vary between different types of equipment. Visa payWave Transaction limits apply independently to limits on your Card and each Card held by any Additional Cardholders and vary depending on the country in which the merchant is located and the types of goods and services the merchant sells. To find out the current Transaction limits, please contact us.
- 10.6 A Card must not be used:
- by any person other than the Cardholder to whom it was issued
  - after the expiry date on the physical Card
  - when the Card is suspended or cancelled
  - after you have requested that we close your Account, or we have notified you that we will be closing your Account in accordance with Part I of these Conditions of Use
  - to conduct Transactions for business purposes
  - to conduct unlawful Transactions, or Transactions related to unlawful (or potentially unlawful) activities (as determined at our reasonable discretion), or

- to conduct Transactions with parties related to you, including Purchases or Cash Advances at merchants, ATMs or other facilities owned, controlled or operated by you, your family members or friends or for any other cash flow or other non-genuine personal purpose.

See conditions 28-29 for more information about looking after Cards and PINs, and for when you will be liable for their misuse.

## 11 **ADDITIONAL CARDS**

- 11.1 You may nominate a person who is 16 years or older to be an Additional Cardholder. An Additional Cardholder is your agent to operate on the Account. If approved, we will issue the Additional Cardholder with a Card linked to the Account and provide access to Electronic Services.

You should ensure that any Additional Cardholder has read and complies with these Conditions of Use. If your Additional Cardholder does not comply with them, you will be held to be in breach of these Conditions of Use and will be responsible for the consequences of that breach.

- 11.2 You consent to us giving an Additional Cardholder information about the Account. We may at our discretion seek your confirmation before processing certain Additional Cardholder requests and/or Transactions.
- 11.3 All Transactions made using an Additional Card are charged to your Account. You are liable to pay for (or to repay) any credit provided to, or losses incurred by, any Additional Cardholder in relation to the Card. You are responsible for paying for all these Transactions (and any resulting fees, charges and/or interest) as if you had used the Card yourself.
- 11.4 You must notify us if you want to cancel an Additional Card or stop an Additional Card from being used and ensure that it is destroyed. Until you notify us, you remain liable for unauthorised Transactions (subject to condition 29), even where you have destroyed the Card. In certain circumstances, where you have not returned or destroyed the physical Additional Card, due to technological constraints (for example, where Transactions are conducted manually and/or authorisation is not checked, or where the Transaction amount is below a certain amount) we will not be able to cancel the Additional Card or stop Transactions occurring. In these circumstances, you remain responsible for all Transactions made with an Additional Card prior to its destruction. You must ensure that the Additional Cardholder cancels all recurring direct entry debit authorities relating to the Additional Card.

## 12 **USING THE CARD**

### 12.1 **USING THE CARD TO OBTAIN GOODS AND SERVICES**

#### **At a merchant**

Cardholders can use the Card to obtain goods and services at participating merchants (such as shops, restaurants and theatres).

We are not responsible if a merchant refuses to accept the Card, or places other limitations on using the Card.

We have no control over the hours a merchant may be open for business.

The hours during which a Terminal will be available may therefore vary in accordance with the merchant's opening hours. Cardholders must check that the correct amount is entered in a Terminal or written in the "total" box on a voucher before they authorise the Transaction or sign the voucher.

#### **Through mail order, the internet and telephone**

Cardholders can use a Card to obtain goods and services by mail order, over the internet and by telephone where the merchant accepts that form of payment. Some Transactions need authorisation from us. Acting reasonably, we may choose not to authorise a proposed Transaction including in circumstances where we consider it is reasonably necessary to protect you or us against losses, if we suspect fraudulent Transactions, or, if you are in breach of these Conditions of Use.

#### **Using Visa payWave**

You can use Visa payWave to authorise Purchases within the Visa payWave Transaction limits at participating merchants. You can also use your Visa payWave Card as a Chip or magnetic stripe Card. Before authorising payment for Visa payWave Transactions, you must check that the correct amount of your Purchase is displayed on the Terminal or on the shop register. Although no PIN or Password is required for a Visa payWave Transaction, a Visa payWave secure reader will be treated as a Terminal and you have the benefit of condition 29 in respect of Visa payWave Transactions. Subject to condition 29, Transactions authorised by Visa payWave are treated as authorised and debited to your Account.

## **Goods and services**

We are not responsible for the provision or quality of goods or services purchased using a Card, unless the law makes us liable. Therefore, if you have any complaints about goods or services, you must take them up with the merchant or ask us about your chargeback rights as outlined in condition 37.

### **12.2 CASH ADVANCES**

Subject to our reasonable discretion, condition 8, the Financial Table, and the remainder of this condition 12.2, Cardholders may use their Cards to obtain Cash Advances. A Cash Advance Fee, as set out in in the Financial Table, may be payable. In certain circumstances, we may block or limit a Cardholder's ability to obtain Cash Advances – see Part I for further information.

#### **ATMs**

Cardholders can use their Card in combination with their PIN to obtain cash up to the cash limit (subject to the Credit Limit) from an ATM that accepts the Card. Your cash limit is shown in your Financial Table, and may be varied by us from time-to-time, in accordance with condition 27.

An ATM provider may charge you a fee at the ATM for using this service. At ATMs in Australia, the amount of the fee will be disclosed to you at the time of the Transaction. We do not warrant that ATMs will always have money available. There are limits on the amount of cash you can obtain from an ATM in Australia on any one day. Some ATMs have a lower Transaction limit than your cash limit. This means that you may have to make two or more withdrawals to reach your cash limit (and two or more Cash Advance Fees may be payable). The limits for any Cash Advance by using your Card in an ATM overseas on any one day may vary from place to place, and the other financial institutions may charge you a fee. The types of transactions available at ATMs provided by another institution depend on that institution.

#### **Using Visa payWave**

You cannot use Visa payWave to authorise Cash Advances.

#### **Over the counter Cash Advances at other financial institutions**

You may also be able to obtain a Cash Advance on the Account by presenting your Card at a branch counter of other financial institutions that accept your Card. Some other financial institutions may charge you a fee for doing so (in addition to any Cash Advance Fee that may apply).

The minimum and maximum amount for a Cash Advance from any other financial institution or from an institution outside Australia is determined by that institution and may vary from one to another. Other financial institutions may require other identification which identifies the holder of the Card (such as a photographic driver's licence or a passport) as well as your Card before giving you a Cash Advance.

### 12.3 **RECURRING DIRECT ENTRY DEBITS**

A direct entry debit occurs when you give your Card Details to a merchant and they debit your Account using those details. This may happen on a recurring basis (in which case, it is referred to as a recurring payment). Any credit obtained by a direct entry debit is treated as a Purchase.

If you wish to cancel or make alternate payment arrangements for a recurring payment, it is advisable for you to contact the merchant or third party directly. You should be aware that providing authorisation to a merchant to transact on your Account for an unspecified amount can result in your Account being charged non-standard, unexpected and possibly large amounts by that merchant. You should therefore exercise caution when providing authorisation to any merchant to debit your account.

If a Card is cancelled, access to your Account is cancelled or your Account number changes (for instance, if your Account is closed, or a Card is lost, stolen, or used without a Cardholder's authority), you must cancel any recurring direct entry debit authorities authorised to be made to your Account by contacting the merchant or notifying the merchant of any new Card Details. If you fail to provide alternative payment details to the merchant, we may, after giving notice to the merchant, stop processing the Transactions, which may cause the merchant to stop providing the goods or services. If you don't cancel any recurring payments that you no longer wish to make, we may continue to treat the payments as authorised and you will be liable to repay those amounts in accordance with condition 18.

### 12.4 **EFTPOS TRANSACTIONS**

EFTPOS Transactions are treated as Purchases for interest calculation purposes if you select the "credit" button when making the Transaction.

## 12.5 SPECIAL PROMOTIONS

We may provide a Special Promotion on your Account from time-to-time on such terms and conditions as we determine, including the Transactions eligible for the Special Promotion, the Annual Percentage Rate and any applicable fees or charges. Each Special Promotion will be subject to those terms and conditions as well as these Conditions of Use and your Financial Table (where relevant). Use of a Card or your Account to conduct a Transaction in accordance with a Special Promotion will constitute your acceptance of the terms and conditions of that Special Promotion. The Special Promotion will be shown on your next Statement, and this Statement will be taken to be notice to you of the change in the terms of your Account as it relates to that Special Promotion.

## 12.6 USING THE CARD – ADDITIONAL CARDHOLDERS

Each Additional Cardholder may use their Card on the same terms as those which apply to you under this condition 12 (see condition 11 which explains your liability for those Transactions).

## 13 USING A TERMINAL

When a Cardholder uses a Card and PIN at a Terminal, you authorise us to act on the instructions entered into the Terminal. A Card may be retained in a Terminal if a Cardholder incorrectly enters their PIN three consecutive times. Money is at your risk from when it is available to a Cardholder at an ATM.

# PART E: STATEMENTS, CHARGES AND PAYMENTS

## 14 STATEMENTS

We will send you a monthly Statement for the Account, except in circumstances where the law and/or a code of conduct to which we subscribe does not require us to send a Statement.

All amounts requiring payment are shown on the Statement in Australian dollars.

You should check the entries on your Statement carefully and promptly report any error or unauthorised Transaction to us as soon as you become aware of it.

We cannot send Statements to an overseas postal address. If you are overseas temporarily, you may wish to request notifications that your Statements are available electronically for this period. If you do so, you will not receive paper Statements for this period (see condition 43



for more information). If you are overseas for an extended period, we may close your Account (see condition 33 for more information).

If you choose to receive paper Statements instead of electronic Statements (see condition 43 for more information), you may be charged a Statement Fee - check your Financial Table for details.

## 15 **PAYMENTS**

You are responsible for paying the closing Balance Owing On The Account shown on a Statement but you need not pay the entire Closing Balance each month. However, you must pay the Minimum Payment Due for each Statement by the Payment Due Date shown on the Statement. Any overdue or overlimit amounts are payable immediately. We need not ask you for those amounts first. You may pay more or all of the Closing Balance outstanding if you wish.

If you do not make a Minimum Payment Due by the Payment Due Date or pay any overdue or overlimit amounts:

- you may incur a Late Payment Fee, and/or
- we may, in accordance with condition 25, transfer money from your other accounts you have with us.

### **What happens if you don't pay**

The consequences of not paying all amounts that you owe us under these Conditions of Use are set out in condition 30.

## 16 **TRANSACTIONS**

We may assign any date we consider appropriate to a debit or credit to the Account (except that, in the case of a debit, the date must not be earlier than the date on which the relevant Transaction occurs). However, we credit payments to the Account as soon as practicable after we receive them. This is not necessarily the same day that you pay. Payments received after 3.00pm Monday to Friday or on weekends or public holidays may be deemed to be received on the next Business Day. It can take up to 3 Business Days for certain payments to appear on your Account.

We may subsequently adjust debits and credits to the Account and the Balance Owing On The Account so as to accurately reflect the legal obligations of you and us (for example, because of an error or because a cheque is dishonoured). If we do this, we may make consequential changes (including to the interest charges and fees).

## 17 **HOW INTERNATIONAL TRANSACTIONS ARE TREATED**

International Transactions made in a foreign currency are converted from the currency of the Transaction to the Australian dollar equivalent as at the date they are processed.

All International Transactions are listed on your Statement in Australian dollars and, where applicable, the foreign currency of the Transaction.

You may be charged an International Transaction Fee for International Transactions, the details of which are outlined in the Financial Table or have otherwise been notified to you in accordance with condition 21. Other parties to an International Transaction (for example a foreign merchant or a foreign ATM provider) may also charge you a fee.

## 18 **YOUR OBLIGATION TO REPAY ALL AMOUNTS**

Subject to condition 15, you must pay us for all amounts debited to the Account. These include:

- a) all Transactions
- b) interest charges, and
- c) any of our other fees and charges as shown in the Financial Table or in condition 21. Once paid, any fee that has been correctly charged is non-refundable.

Your liability for unauthorised use of a Card is set out in condition 29.

If you exceed your Credit Limit, you are immediately liable to repay the overlimit amount and you may incur an Overlimit Fee.

## 19 **ANNUAL PERCENTAGE RATE**

The Annual Percentage Rate which applies to your Account is shown in the Financial Table or as advised from time-to-time. A different rate may apply to different types of Transactions, for example, a higher Annual Percentage Rate may apply to Cash Advances.

We may change any Annual Percentage Rate at any time (except in relation to a Promotional Rate that is fixed for a specified period). We will act reasonably in changing any Annual Percentage Rate. The new Annual Percentage Rate applies from the date we specify in the notice or statement we provide under condition 27.

For details of current interest rates you can refer to your Statement, check our website, or contact us.

## 20 **INTEREST CHARGES**

- 20.1 Subject to condition 20.2, an interest charge is payable by you on each amount of credit provided under your Account. The interest charge will be debited to your Account at the end of each Statement Period and is the sum of the monthly interest charges for each different balance type.

The monthly interest charge for a balance type is the sum of the daily unpaid balances on your Account for that balance type multiplied by the applicable Daily Percentage Rate, for each day in the Statement Period.

The daily unpaid balance for a balance type is the sum of the unpaid Transactions for that balance type (from and including the dates assigned to the Transactions) plus applicable fees and charges and interest.

Interest charges become part of the relevant daily unpaid balance for a balance type on the day they are debited to your Account, but after interest charges are calculated for that day.

The interest charges will be calculated up to and including the day on which they are debited.

## 20.2 **INTEREST-FREE PERIOD**

If an Interest Free Period is available for your Account, the details will appear in your Financial Table.

There is no Interest Free Period with respect to Cash Advances.

Certain Special Promotions may also affect the operation of an Interest Free Period. If this is the case, the terms and conditions for the Special Promotion may provide further information.

No interest will be charged on a Purchase if the Payment to Receive Interest Free Period for the last Statement before the purchase was made was paid in full by the Payment Due Date shown on that Statement (or the Closing Balance on that Statement was nil or the Account had a credit balance).

If the Payment to Receive Interest Free Period for the previous Statement was not paid in full by its Payment Due Date, interest will be charged on unpaid Purchases (excluding Interest Free Finance amounts) and fees as well as new Purchases (excluding Interest Free Finance amounts) and fees from the day following the Payment Due Date on that Statement and will be shown on your next Statement.

To be eligible for an Interest Free Period again, you must pay the Payment to Receive Interest Free Period for your next Statement by the Payment Due Date on that Statement (unless the Closing Balance on that Statement was nil or your Account had a credit balance). The Interest Free Period will then apply to Purchases (excluding Interest Free Finance amounts) made on and from the day that you made that payment.

### 20.3 **CREDIT BALANCES**

We do not pay interest on any credit balance in the Account.

### 20.4 **UNDERSTANDING INTEREST**

We recommend you read the “Understanding Interest” guide, available on our website, for more information on how interest and Interest Free Periods work.

## 21 **FEES AND OTHER CHARGES**

21.1 We may charge the fees and charges shown in the Financial Table and any changed or new fees or charges notified to you in accordance with Condition 27. We will act reasonably in introducing new fees or charges.

21.2 You must also pay an amount equal to any government charges and duties on receipts or withdrawals under this agreement or duties charged relating to the use of a Card or to Transactions on your Account or both, in each case calculated in accordance with the relevant legislation. These are payable when they are debited to your Account. You are liable to pay these amounts whether or not you are primarily liable for such charges and duties.

21.3 Details of our current fees and charges are available on our website or by contacting us.

21.4 From time-to-time, we may offer promotions in connection with the fees applicable to your Account. Check our website for details of any current offers.

## 22 **REFUNDS**

We will only credit a refund to the Account if we receive information acceptable to us, acting reasonably. A refund will not be treated as a payment to the Account.

## 23 **HOW TO PAY**

You can make payments:

- a) by making a BPAY payment from your account with another institution by using that institution’s internet banking facilities
- b) by authorising a direct debit from other banks, and
- c) by other methods we make available as set out on your Statement or our website.

You must pay in Australian dollars in Australia. It is not possible to make repayments in foreign currency or in person overseas. If you are overseas when a payment is due, you must ensure that any Minimum Payment Due is made by other means. If you are late making a payment you may incur a Late Payment Fee.

## 24 **WHAT HAPPENS TO PAYMENTS WE RECEIVE?**

Payments are applied to amounts shown on your last Statement, first to the part of balances to which the highest Annual Percentage Rate applies, then to the part of balances to which the next highest Annual Percentage Rate applies and will continue to be applied to balances in descending order of applicable Annual Percentage Rate.

We calculate interest separately on each balance type. Balance types may include, without limitation:

- Purchases
- Cash Advances
- Special Promotions
- balance transfers, and
- Interest Free Finance amounts.

Within each balance type, payments will be applied in the following order: interest, fees, principal balance and insurance premiums (relevant only to the Purchases balance type).

Where your payments have already been allocated to all amounts shown on your last Statement or if your last Statement did not have a balance, any payments are applied to balances that have not appeared on your Statement in descending order of applicable Annual Percentage Rate.

Where a payment has been credited and is subsequently reversed (for example, if a cheque payment is dishonoured), we will debit the payment to your Account. We may reverse the application of the original payment and will treat the payment reversal as a Purchase.

## 25 **SET-OFF AND COMBINING ACCOUNTS**

- 25.1 You irrevocably agree that all monies payable to us by you will be paid in full and, to the extent permitted by law, free of any right of set-off or counterclaim of any kind and free and clear of, and without, deduction or withholding of any kind.

25.2 If you have more than one account with us and any one of those accounts is in arrears or otherwise has amounts due and payable while one or more other accounts have credit balances (including money available for redraw), you irrevocably request and authorise us to appropriate from one or more of those accounts to pay some or all of the amounts due and payable. We are not obliged to do this and your obligation to pay all amounts will not change if we do not take these actions.

We will promptly inform you if we have taken any of the actions above, but we do not need to notify you in advance.

You should not treat your accounts as combined unless we have agreed to such an arrangement.

## 26 **CREDIT BALANCES**

If your Account has a credit balance of greater than \$10,000, we may send you a cheque or make an electronic transfer to your nominated account for the amount of the credit balance (excluding uncleared funds).

# PART F: CHANGES TO THESE CONDITIONS

## 27 **CHANGES**

In accordance with this condition 27, we may change these conditions without your consent:

- so long as we act reasonably
- in accordance with the law and any codes of conduct to which we subscribe, and
- subject to the matters set out in the Financial Table.

We will notify you of any unilateral change by us as set out in the following table:

Type of change	Time frame	Method of notice
Change in the Annual Percentage Rate	On or before the day the change takes effect	<ul style="list-style-type: none"> <li>• In writing</li> <li>• Electronically (subject to condition 43), or</li> <li>• By advertising the change in a newspaper circulating through your State or Territory*</li> </ul> <p>*If we notify you of a change by advertisement, we will also give you particulars of the change with your next Statement after the change takes effect</p>
Introduction of a new fee or charge, increasing the amount of any existing credit fee or charge or changing the frequency or time for payment of a credit fee or charge	30 days before the change takes effect	
Decreasing or removing a fee	By the first time you receive a Statement after the change	
Government charges	As soon as practicable, unless the change has been publicised by the Government, government agency or representative body	
A change in the method of calculating or applying interest	30 days before the change takes effect if the change increases your obligations By the first time you receive a Statement after the change if the change decreases your obligations	
Impose, remove or adjust a daily or other periodical Transaction limits or a change that increases your liability for losses relating to electronic Transactions	30 days in advance	
Change to any other condition	30 days before the change takes effect if the change is unfavourable to you Otherwise, on or before the day the change takes effect	

We do not have to provide you with advance notice of a change if the change is required to restore or maintain the security of a system, your Card or Account.

If these Conditions of Use state that we may do something immediately or without notice, the above notice periods will not apply.

If you are not satisfied with any change or variation to these Conditions of Use you may terminate your Account with us. We will not charge you a termination or account closing fee, however termination of your Account will be subject to all outstanding obligations under these Conditions of Use being duly discharged.

## PART G: SECURITY REQUIREMENTS

### 28 SECURITY REQUIREMENTS

- 28.1 The security of each Cardholder's Card, Card Details, Mobile Device (and other electronic equipment) and Secret Codes is very important, as whoever has access to them may be able to perform Transactions on the Account. These requirements are designed to help Cardholders keep their Card, Card Details, Mobile Devices and Secret Codes secure. By following these requirements, Cardholders can assist in preventing unauthorised Transactions on the Account. These requirements do not determine your liability for unauthorised Transactions. If you do not follow these requirements, you may be liable for unauthorised Transactions in accordance with condition 29 and any applicable codes of practice to which we subscribe.
- 28.2 You must inform us immediately (and you must ensure that an Additional Cardholder informs us immediately) if the Card, Card Details, Mobile Devices (or other electronic equipment) or Secret Codes have been misused, lost or stolen or had their security breached. You can contact us 24 hours a day, seven days a week using the details on your Card and the last page of these Conditions of Use. We must be given all the information that you or the Additional Cardholder have or can reasonably obtain regarding the loss, misuse or theft.
- 28.3 a) **Card security**
- To protect their Card, each Cardholder must:
- sign their physical Card as soon as they receive it
  - not permit any other person to use their Card
  - take reasonable steps to protect their Card from loss or theft
  - minimise the risk of losing their Card or allowing their Card to be used by someone else, for instance by keeping their Card in sight when making a Purchase
  - ensure that they retrieve their Card (and receipt, if any) after making a Transaction, and
  - report any loss, theft or misuse of their Card in accordance with condition 28.2.



## b) **Card Details security**

To protect their Card Details, each Cardholder must:

- not give their Card Details to any other person unless they want to make a payment to them
- use care to prevent anyone from seeing their Card Details when they use them to make a payment
- not display their Card Details (such as by posting an image of the front or back of their Card with the Card Details clearly visible on an internet forum, blog or a public place), and
- report any loss, theft or misuse of their Card Details in accordance with condition 28.2.

## c) **Secret Code security**

To protect their Secret Codes, each Cardholder must:

- not disclose their PIN or other Secret Code to anyone (including a family member or friend)
- take care to prevent anyone else seeing them enter their PIN at an ATM or Terminal or seeing them enter their Secret Code into a computer or Mobile Device
- try to commit their PIN and Secret Codes to memory and not record them by any means (including by storing them on an electronic device such as a computer or Mobile Device) without making a reasonable attempt to disguise them
- not write or indicate their PIN (whether disguised or not) on their Card or on articles liable to loss or theft simultaneously with the Card or Mobile Device
- not choose a Secret Code which can be easily guessed including for example a Secret Code that uses repeated characters, consecutive numbers or a Secret Code that represents a recognisable part of their birth date, name, telephone number or driver's licence number or similar
- not act with extreme carelessness in failing to protect the security of their Secret Code(s), and
- report any disclosure, loss, theft, misuse or breach in the security of their Secret Code(s) in accordance with condition 28.2.

The following are examples of what is NOT a reasonable attempt to disguise a Secret Code:

- recording Secret Code in reverse order
- recording a Secret Code as a telephone number where no other numbers are recorded
- recording a Secret Code as a telephone number where the Secret Code is in its correct sequence

- recording a Secret Code as a sequence of numbers or letters with any of them marked to indicate the Secret Code
- recording a Secret Code as a date (including a birth date) or as an amount, or
- recording a Secret Code in any other way that can be easily identified.

28.4 Where we allow a Cardholder to select a Password, PIN or other Secret Code, the Cardholder must not select:

- a) a numeric code which represents their date of birth, or
- b) an alphabetical code which is a recognisable part of their name.

Any act by a Cardholder that breaches condition 28.4(a) or (b) may mean that you are liable for losses caused by unauthorised Transactions caused by a breach of the security of the Password, PIN, Secret Code, Mobile Device (other electronic equipment), Card or Card Details.

## 28.5 **EQUIPMENT SECURITY**

You and your Additional Cardholder(s) must take all reasonable steps to protect the security of your respective computer hardware and software, and Mobile Device(s). Reasonable steps include:

- for computer hardware and software: protecting computers from viruses and maintaining passwords, and
- for Mobile Devices: setting screen lock passwords and ensuring that others do not have access to the use of a Mobile Device (including by ensuring, if the ability to access the Mobile App using a fingerprint or other biometric authentication has been enabled, that the only fingerprint or other biometric authentication able to access the Mobile Device is the Cardholder's).

You and your Additional Cardholder(s) must log out from Online Services and the Mobile App at the end of each session.

You acknowledge that, for security purposes, we reserve the right at any time to log you and any Additional Cardholder(s) out of Online Services and the Mobile App, for example if you or the Additional Cardholder are inactive for a period of time after having logged on.

Where you or an Additional Cardholder remove some system level restrictions on a Mobile Device by, for example, 'jailbreaking' or 'rooting' the Mobile Device, you indemnify us for any loss arising from fraudulent activity carried out on the Mobile Device, including in respect of your Account.

It is important that, if you or an Additional Cardholder wish to use a fingerprint or other biometric authentication to log in to Electronic Banking, no fingerprints or other biometric authentication other than yours or the Additional Cardholder's are able to be used to access the Mobile Device or computer. If someone else's fingerprint or other biometric authentication can be used to access the Mobile Device or computer, that person may be able to view your Account and perform Transactions in Electronic Services. We will treat as authorised, and you will be responsible for, any Electronic Services Transactions performed using a fingerprint or other biometric authentication that are able to be used to access the Mobile Device or computer.

## 29 **LIABILITY FOR UNAUTHORISED TRANSACTIONS**

29.1 This condition 29 applies to Card Transactions carried out using your Card and/or Card Details and Electronic Services Transactions carried out using an Access Method, without your knowledge or consent (unauthorised Transactions). You are liable for all Transactions that are carried out with your knowledge or consent (subject, in the case of Card Transactions, to the chargeback rights (if any) under condition 37).

You must contact us immediately using the details on the last page of these Conditions of Use if you believe an unauthorised Transaction has taken place on your Account.

### 29.2 **WHEN YOU ARE NOT LIABLE**

You are not liable for an unauthorised Transaction that occurs:

- a) due to the fraudulent or negligent conduct of:
  - our employees or agents
  - companies involved in networking arrangements, or
  - merchants, their agents or employees
- b) because the Card, Card Details or Access Method is forged, faulty, expired, or cancelled
- c) before the Cardholder received the Card (or, in the case of an unauthorised Transaction via a digital wallet, the earlier of the Cardholder receiving the Card or the time at which payment with the Card Details become available via the digital wallet) or Secret Code(s), where one or more of them was required to complete the Transaction
- d) due to the same Transaction being incorrectly debited more than once to the same Account

- e) after we have been notified that the Card, Card Details or Mobile Device (or other electronic equipment) have been misused, lost or stolen or the security of the Secret Code(s) or Mobile Device (or other electronic equipment) has been breached, or
- f) where it is clear that you or the Additional Cardholder have not contributed to such losses.

### 29.3 **WHEN YOU ARE LIABLE**

Subject to this condition 29.3 and conditions 29.4 and 29.5, you will be liable for actual losses arising from unauthorised Transactions that occurred before you notified us of the loss, theft, misuse or breach of security in relation to your Card, Card Details, Mobile Device (or other electronic equipment) or Secret Code (as relevant) where we can prove on the balance of probabilities that you or an Additional Cardholder contributed to the loss:

- a) through fraud
- b) through contravention of the security requirements in condition 28
- c) by 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),
- d) where a Transaction is performed using your Card Details without the Card, by keeping a record of your Card Details insecurely, or
- e) by unreasonably delaying reporting the misuse, loss, theft or breach of security in relation to your Card, Card Details, Mobile Device or Secret Code, as relevant (although you will only be liable for the actual losses that occur after you became aware, or should reasonably have become aware, of the relevant misuse, loss, theft or breach of security).

### 29.4 **WHEN YOUR LIABILITY IS LIMITED**

- a) Where condition 29.3 applies, you are not liable for any of the following amounts:
  - i. that portion of the losses incurred on any one day which exceed any applicable periodic Transaction limit(s) notified to you
  - ii. that portion of the losses incurred in a period which exceeds any other periodic Transaction limit(s) notified to you and applicable to that period
  - iii. that portion of the total losses incurred on any Account which exceeds the Credit Limit, regardless of whether your Account is able to exceed the Credit Limit in accordance with condition 8,

- iv. all losses incurred on any Accounts which we had not agreed could be accessed using the Card, Card Details or Secret Code, or
  - v. losses (or the portion of losses) which we are able to recover by exercising any relevant rights we have against a merchant.
- b) Where condition 29.3 does not apply, and a Secret Code was required to perform the unauthorised Transaction, you are liable for the least of:
- i. \$150, or
  - ii. the Credit Limit (plus any credit balance), or
  - iii. the actual loss at the time we are notified (where relevant) that the Card, Card Details or Mobile Device (or other electronic equipment) has been misused, lost or stolen or that the security of a Secret Code or Mobile Device (or other electronic equipment) has been breached (excluding that portion of the losses incurred on any one day which exceeds any applicable daily Transaction or other periodic Transaction limit(s) notified to you).
- c) If you are unable to contact us by phone to report an unauthorised Transaction because our lines are unavailable, you will not be liable for unauthorised Transactions which could have been prevented had we been contactable, provided we are told of the unauthorised Transaction or that the Card, Card Details or Mobile Device (or other electronic equipment) has been misused, lost or stolen or that the security of a Secret Code or Mobile Device (or other electronic equipment) has been breached within a reasonable time after our telephone facilities become available again.
- 29.5 a) Subject to the below, we will be responsible to you for loss caused by the failure of our equipment or systems to complete a Transaction accepted by our equipment or systems in accordance with a Cardholder's instructions. If our systems or equipment malfunction, and a Cardholder was or should have been aware that the system or equipment was unavailable for use or malfunctioning, our liability for loss or consequential damage that may arise as a result of a malfunction is limited to the correction of any errors in the Account, and the refund of any charges or fees imposed as a result of those errors.

- b) We will not be responsible if a Terminal, ATM or any other electronic equipment does not accept your instructions or your Card. In the event of a Terminal malfunction or breakdown, you may still be able to perform a Transaction through manual means (including, for example, an imprinter). In such a case, you are liable for the actual loss arising from the Transaction at the time we are notified of the unauthorised Transaction less any amount we can subsequently recover by exercising our chargeback rights (if any) under condition 37. However, if your actual losses on any one day (or in any period) exceed any applicable daily Transaction limit (or other periodic Transaction limit), your losses will be reduced to that limit instead.

## 29.6 ACCOUNT DATA SHARING SERVICES

Some third parties provide data sharing services which require you to hand over your Secret Code(s). For example, budgeting apps or account services that allow you to view account information from different institutions in the one place. If you disclose any of your Secret Code(s) to a third party (including another financial institution), you will be liable for any Transactions on your Account made by that third party using that Secret Code(s). Refer to conditions 28 and 29 for more information security and liability.

## 29.7 If you have any query or complaint concerning Transactions on your Account:

- a) you must notify us of any such query or complaint by calling us on the telephone number or writing to us at any address listed on the back of these Conditions of Use
- b) you must give us all information we request to help us resolve your query or complaint, and
- c) if we are unable to resolve your query or complaint immediately, we will write to you to let you know our procedures for investigating it. If we are a linked credit provider of a supplier under trade practices or consumer credit legislation, you may have rights with us in relation to goods or services which are the subject of a Purchase.

Subject to those rights, and any other applicable laws, we are not responsible or liable:

- i. if a supplier or other person refuses to accept or honour any Card, no matter what the reason, or
- ii. for any defect or deficiency whatsoever in respect of any goods or services (for example, with respect to the quality of any goods or services) or their fitness for any purpose.

## PART H: BREACH OF THESE CONDITIONS OF USE

### 30 WHAT HAPPENS IF YOU BREACH THESE CONDITIONS?

#### **Default**

If you don't make the payments you are required to make under these Conditions of Use, you will be in default.

If you are in default because you have not made the payments you are required to make under these Conditions of Use, we may send you a notice which requires you to fix the default by paying us any overdue amounts plus any applicable interest and fees by a certain date (which will appear in the notice). There are some circumstances in which the law doesn't require us to send you a notice when you are in default – for example, where we have attempted to contact you but have been unable to do so.

If you don't fix the default by paying the amount set out in the notice by the date set out in the notice, we may do some or all of the following:

- decide that, without further notice to you, you must immediately pay us the whole Balance Owed On The Account (plus interest, fees and enforcement expenses, as relevant), not just the required payments you failed to make (this is called “acceleration” of your debt)
- take steps to list the default on your credit file
- commence or continue debt recovery proceedings against you in court; and/or
- close your Account.

You will also be in default if:

- you become bankrupt
- enforcement proceedings are taken against you by another creditor
- we believe, on reasonable grounds, that you have not complied with the law or any requirement of a statutory authority
- you use the Account for a purpose not approved by us, or
- we reasonably believe that you have given us information or made statements that are incorrect or materially misleading,

and the event is material in nature or we reasonably believe it is likely to have a material impact on your ability to make the payments you are required to make under these Conditions of Use or on our risk. If a default other than not making the payments you are required

to make under these Conditions of Use occurs but it can be remedied, we will give you a reasonable time to remedy it and tell you what this period is (unless we reasonably believe that doing so will impact our ability to manage an immediate risk). If you do not remedy the default within the period we specify, we may accelerate your debt so that the entire Balance Owning On The Account (plus interest, fees and enforcement expenses, as relevant) becomes due, commence or continue debt recovery proceedings against you and/or close your Account.

If you are experiencing financial difficulty, including where you are having trouble paying the amounts you owe under these Conditions of Use, it's important that you contact us as soon as possible. We may be able to work with you to develop a solution to pay the amount due. The sooner you contact us, the easier it is for us to help.

If, in future, you apply for a credit contract with a member of the Macquarie Group that will be guaranteed by another person, we are required to provide any notice of demand we have made on you in the past 2 years to the proposed creditor and to the potential guarantor.

## **PART 1: ACCOUNT SUSPENSION, ACCOUNT CLOSURE, AND CARD CANCELLATION**

### **31 HOW WE MAY SUSPEND YOUR ACCOUNT**

Sometimes we may need to suspend your Account.

This means we may:

- restrict or temporarily suspend your ability to make any further Transactions on the Account
- restrict or temporarily suspend your ability to make further Cash Advances on the Account
- block a proposed Transaction (or type or class of Transaction) on your Account, rather than suspending all Transactions on your Account
- suspend your participation in a rewards program, including restricting your ability to redeem under the program
- suspend your access to Electronic Services
- reduce the Credit Limit of your Account (including limits set for non-Purchase Transactions) as stated in condition 9, and/or



- choose not to re-issue any Card.

In addition to any of the other circumstances set out in these Conditions of Use, we may (but are not obliged to) suspend your Account or block a Transaction if:

- you breach, or we suspect you have breached, these Conditions of Use
- an Additional Cardholder breaches, or we suspect they have breached, these Conditions of Use
- you do not provide us with any information that we have asked you to provide
- you use a promotion or other offer in a way that we determine to be inappropriate
- we are notified of your death, bankruptcy or loss of capacity
- you behave in a way towards our staff, our service providers or other customers that we reasonably consider to be inappropriate
- we reasonably believe it necessary in order to prevent the occurrence of fraud
- you are (or we reasonably believe you are) using the Account to conduct Transactions for business purposes (as described in condition 10.6)
- you are (or we reasonably believe you are) using the Account to conduct related party Transactions (as described in condition 10.6)
- we reasonably believe your Account is being used in a way that may cause loss to you or us (including, without limitation, where unauthorised Transactions have been reported on the Account)
- we become aware of any dispute which in our reasonable opinion has a bearing on the Account, including without limitation as to who owns an Account, or whether instructions provided to us are authorised or valid
- we receive information indicating that you are in default on another credit contract held with us or another credit provider
- your use of the Account indicates to us that future financial difficulty is possible on the Account
- we are required to by law (including, without limitation, any Anti-Money Laundering or Counter-Terrorism Financing laws and sanctions) or a court order
- in the case of Electronic Services, we experience unexpected technical or security issues or problems

- we reasonably believe that you are using your Account in a way that could damage the reputation of the Macquarie Group, and/or
- we determine, acting reasonably, that it is otherwise necessary to do so.

If we exercise our rights to suspend your Card or Account, you must continue to make payments to the Account in accordance with condition 15.

To the extent permitted by law, we are not liable for any loss or damage arising from suspending your Account or blocking a Transaction on your Account.

We will act reasonably in relation to any decision to suspend an Account.

We will notify you if we decide to suspend your Account. Where possible and appropriate, we will endeavour to give you prior notice. If we cannot contact you or providing advance notice would be impracticable or inappropriate (for example, where we suspect fraud on your Account) we will generally notify you as soon as practicable afterwards.

Without limiting the above, certain classes of Transactions are automatically blocked for all Accounts, including Transactions which are registered under the gambling merchant category code (which means you can't use your Card at most providers of gambling and lottery services).

There will be instances where we are unable to block a Transaction, despite it being part of a blocked Transaction class – you will still be responsible for these Transactions.

## 32 **REQUESTING US TO CLOSE THE ACCOUNT**

You can request closure of the Account at any time by telling us online, in writing or by calling us.

We will tell you what is required to close your Account when you make a request. This may include, without limitation, taking the actions described in condition 34.

## 33 **HOW WE MAY CLOSE THE ACCOUNT OR CANCEL A CARD**

At our reasonable discretion, we may cancel any Card or close the Account or do both at any time.

Without limiting the reasons why we may do so, this may happen if:

- we reasonably consider you induced us to issue any Card by fraud
- we reasonably believe the Card is being used in a way that may cause loss to you or us
- you are (or we reasonably believe that you are) in breach of these Conditions of Use including, without limitation, where you are in default as described in condition 30

- you move overseas
- you behave in a way towards our staff, our service providers or other customers that we consider inappropriate
- the Account becomes inactive and has a nil balance, or
- your Account has a credit balance and becomes subject to unclaimed monies laws.

In exercising our discretion, we will act reasonably.

If we suspect that there has been fraud committed in respect of the Account, we may suspend the provision of credit until the fraud has been investigated. We may cancel the Account after an investigation into the fraud if we believe such action is reasonably necessary.

If we close your Account or cancel a Card, we will notify you as soon as reasonably possible afterwards (unless your Account has a credit balance, in which case we will notify you before closing the Account or cancelling the Card). If appropriate, we may give you general reasons for doing so.

## 34 **PAYMENT ON CLOSURE OR CANCELLATION**

34.1 If any one or more of the following occurs:

- you request us to close your Account under condition 32
- we close your Account under condition 33, or
- we cancel your Card under condition 33

then you must immediately:

- stop using the Account and all associated Cards
- cut all Cards into pieces
- cancel any recurring direct entry debits, and
- pay the Balance Owning On The Account on demand or by request from us (together with amounts for Transactions not yet processed on the Account, government taxes and duties and other charges for the period up to closure or cancellation and any fees, charges and interest incurred before closure or cancellation – condition 29 applies if a Card is used without your knowledge or consent during that period).

You must also repay any credit provided between the time of closure or cancellation of the Account or any Card issued on the Account and the time all Cards are destroyed. These Conditions of Use continue to apply until the balance is reduced to nil following closure and interest, fees and charges and our reasonable enforcement expenses will continue to be chargeable until this occurs.

- 34.2 If you are not in default under these Conditions of Use and your Card is cancelled or the Account is closed, we will notify you of the amount that you are required to pay.

Any demand for repayment will include a notice period within which the repayment is to be made. In assessing a suitable notice period and making any demand for repayment, we will act reasonably and will endeavour to take your circumstances into account as far as practical.

- 34.3 You must also pay the reasonable enforcement expenses we reasonably incur in enforcing these Conditions of Use. Enforcement expenses can be charged to your Account. If enforcement expenses are charged to your Account and cause your Account to exceed the Credit Limit, you may be charged an Overlimit Fee, subject to condition 8.

## 35 **INVESTIGATING SUSPICIOUS TRANSACTIONS**

- 35.1 If we suspect that there have been fraudulent Transactions attempted on your Account, Card or any Additional Card, we may suspend the provision of credit on the Account, Card or any Additional Card, until the Transaction has been confirmed by you.
- 35.2 Where possible and appropriate, we will attempt to communicate this suspension to you. However, if we cannot or do not contact you we will proceed with the suspension or blocking of the provision of credit without having provided prior notice to you. In that case, we will attempt to notify you of the suspension or blocking of your Account after the suspension or blocking occurs where appropriate.
- 35.3 You acknowledge that for the prevention of suspected fraud, time is of the essence and that the suspension of an Account without prior notice to you is necessary to protect your Account and both you and us from possible losses.
- 35.4 You agree that we are not responsible for any losses which you may incur as a result of us suspending the provision of credit in circumstances where we reasonably suspected fraud.

## **PART J: ERRORS, DISPUTES AND COMPLAINTS**

### 36 **ERRORS, DISPUTES AND COMPLAINTS**

#### **Errors and Disputes**

- 36.1 If you believe an error has been made, or unauthorised Transactions have occurred, or you have any other questions after checking your Statement, please notify us by immediately calling or emailing us.

You may also lock your Card via the Mobile App, which will prevent further Transactions.

- 36.2 Please give us your name and Account number and any relevant details of the error or unauthorised use, including the amount involved. We may also ask you for further information.

If we become aware of a dispute concerning your account, we may suspend your account in accordance with condition 31. We may keep such a suspension in place until an agreement has been reached between the parties which is acceptable to us.

## Complaints

- 36.3 If we cannot solve the problem immediately, we will give you a summary of the investigation procedure we will follow. If we have not finished our investigation and told you the result and our reasons in writing within 21 days of receiving your complaint, we will let you know that we need more time.

- 36.4 We will complete our investigations and tell you the result and our reasons in writing within 30 days after receiving full details of your complaint unless there are exceptional circumstances, which we will write to you about. If we decide that the Account has been incorrectly debited or credited, we will adjust it (including any fees, interest and charges) and tell you in writing.

If we decide that there has not been an incorrect debit or credit or we decide that you have contributed to at least part of the loss involved in an unauthorised Transaction, we will give you copies of any evidence.

If you are not satisfied with our decision, you may request a senior management review.

If it is determined that our decision was wrong or our procedures were unsatisfactory and these influenced the complaint result or caused unreasonable delay, we will be liable for the amount of the Transaction.

If you are not satisfied with the steps taken by us to resolve your complaint, or with the result of our investigation, you may contact the Australian Financial Complaints Authority (AFCA). AFCA is an independent external complaints handling body approved for this purpose by ASIC. This service is available to individuals and small businesses and is free of charge.

AFCA may be contacted at:

Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001  
Telephone: 1800 931 678  
Website: [www.afca.org.au](http://www.afca.org.au)

We are bound by whatever AFCA decides. However, if you do not agree with AFCA's determination you are not bound by it and you can take the matter to court if you wish.

### **Macquarie Customer Advocate**

The Macquarie Customer Advocate's role is to:

- listen to our customers and provide a customer-centric voice when making recommendations to improve customer experience
- minimise the risk of future problems by reviewing key customer themes
- work with Macquarie complaint teams to promote fair and reasonable customer outcomes

The Macquarie Customer Advocate is separate to Macquarie's operating, risk and support groups including its internal dispute resolution teams.

The Macquarie Customer Advocate can be contacted at:

#### **The Customer Advocate**

Macquarie Group Limited

GPO Box 4294

Sydney NSW 1164

Email: [customeradvocate@macquarie.com](mailto:customeradvocate@macquarie.com)

### 37 **CHARGEBACK INFORMATION**

In some circumstances, the rules of the Visa International card scheme allow us to charge a Transaction on your Account back to the merchant with whom a Cardholder made the Transaction. Chargeback rights are not available in respect of BPAY payments made from your Account. We will claim a chargeback right (if the right is available) for a Transaction on your Account if:

- a) you ask us to do so, and
- b) you give us the information and material we require to support the chargeback, within 30 days after the date of the Statement on which the Transaction is recorded.

Otherwise any chargeback right we have under the rules of the Visa International card scheme may be lost.

We cannot claim a right of chargeback if the right does not exist. Your claim must fall within a specific category before we can exercise our rights in respect of a disputed Transaction. The rules of the Visa International card scheme prevent us from disclosing details of when a chargeback is or is not available to us.

### 38 **CERTIFICATES**

A certificate signed by one of our officers stating that an amount is due from you to us in respect of the Account or

stating any other facts will be sufficient evidence of the amount or the facts, unless it is proved to be incorrect. We will act reasonably in preparing any such certificate.

## **PART K: ELECTRONIC SERVICES**

### **39 USE OF ELECTRONIC SERVICES**

39.1 Your use of Electronic Services is subject to these Conditions of Use and any separate terms of use we publish via our Electronic Services platforms from time-to-time (if any).

### **39.2 GENERAL INFORMATION ON ELECTRONIC SERVICES TRANSACTIONS**

When you or an Additional Cardholder makes a Transaction on your Account through Electronic Services, the following general conditions apply:

- a) you should check your Account records carefully and report to us as soon as you become aware of any Transactions that you think have been made in error or which were not authorised (see condition 29 for liability for unauthorised Transactions)
- b) you should notify us promptly if you become aware of any delays or mistakes in processing Transactions
- c) you authorise us, and we are entitled, to act upon any instruction received via Electronic Services in conjunction with the correct Access Methods and other terms agreed between you and us
- d) we will not be obliged to effect a payment instruction if:
  - it is not made in accordance with these Conditions of Use or it has otherwise been prohibited by us
  - the information given to us, or requested by us, is incomplete and/or inaccurate
  - we are restricted or prohibited by law, regulation, industry code, or the requirement of a government or similar authority from permitting the payment to occur
  - the instruction is not accepted by our system
  - there is a technical failure of equipment, our system or outside our system, which causes a delay in the transmission or acceptance of the instruction
  - the financial institution to which the payment is to be made does not accept it or delays accepting it
  - your or an Additional Cardholder's right to participate in Electronic Services is suspended
  - there is insufficient credit in your Account to cover the amount of the payment on the day the payment is instructed to be made, or

- the request would cause you to exceed your Credit Limit or any periodic limit we impose on your Account or your use of Electronic Services
- e) we will execute a payment instruction as soon as possible, however, we do not guarantee that any Transaction we are instructed to make will be made on the day or at the time requested, and
- f) we have absolute discretion to determine the order in which we give effect to payment instructions received.

### 39.3 **AVAILABILITY OF ELECTRONIC SERVICES**

We will use reasonable efforts to ensure that access to Electronic Services is available on a 24-hour continuous basis. However, this may not always be possible.

### 39.4 **MARKETING AND OTHER COMMUNICATIONS**

You acknowledge that use of Electronic Services may involve certain communications from us, such as service announcements, administrative messages and marketing material and that these communications are considered part of the Electronic Services.

## **PART L: BPAY® SCHEME**

### 40 **BPAY SCHEME**

40.1 We are a member of the BPAY scheme and we will inform you if we cease to be a member of the BPAY scheme. The BPAY scheme is an electronic payment scheme accessible via Electronic Services through which you or an Additional Cardholder can ask us to make payments on your behalf to billers who tell you that you can make BPAY payments to them.

### 40.2 **MAKING A BPAY PAYMENT**

To make a BPAY payment you or an Additional Cardholder will need to provide the following details:

- the account from which the BPAY payment is to be made
- the amount to be paid
- the Biller code, and
- the Customer Reference Number (CRN).

We do not have to effect a BPAY payment if you do not give us all of the above information we require or if any of that information is incomplete or inaccurate, or if there are insufficient cleared funds in your Account at the time you ask us to make the BPAY payment.

We may then debit your Account with the bill amount that you specify.



We will treat an instruction to make a BPAY payment as authorised by you if, when it is given to us you have used an Access Method to access Electronic Services and you have provided all information required in order to make the payment.

A BPAY payment instruction cannot be cancelled.

If we are advised that a BPAY payment cannot be processed by a Biller, we will notify you, credit your Account with the amount of the BPAY payment and take all reasonable steps to assist you in any further attempt to make the BPAY payment.

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

#### 40.3 **LIABILITY FOR MISTAKEN, UNAUTHORISED AND FRAUDULENT BPAY PAYMENTS**

- a) We will attempt to make sure that your BPAY payments are processed promptly by the participants in the BPAY scheme, including those billers to whom your BPAY payments are to be made. You must tell us promptly if:
  - i. you become aware of any delays or mistakes in processing your BPAY payments
  - ii. you did not authorise a BPAY payment that has been made from your Account, or
  - iii. you think that you have been fraudulently induced to make a BPAY payment.

We will attempt to rectify any such matters in relation to your BPAY payment in the way described in this condition. However, except as set out in this condition 40, we will not be liable for any loss or damage you suffer as a result of using the BPAY scheme.

- b) If a BPAY payment is made to a person or for an amount which is not in accordance with your instructions (if any), and your Account was debited for the amount of that payment, we will credit that amount to your Account. However, if you were responsible for a mistake resulting in that payment and we cannot recover, within 20 business days of us attempting to do so, the amount of that payment from the person who received it, you must pay us that amount.
- c) If a BPAY payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your Account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

- i. we cannot recover within 20 business days of us attempting to do so that amount from the person who received it, and
  - ii. the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.
- d) If a BPAY payment is induced by the fraud of a person involved in the BPAY scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.
- e) If a BPAY payment you have made falls within the type described in conditions 40.3(b), 40.3(c) or 40.3(d), then we will apply the principles stated in condition 40.3(c). If a BPAY payment you have made falls within both the types described in conditions 40.3(b) and 40.3(d), then we will apply the principles stated in condition 40.3(d).
- f) You agree to be responsible for any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:
  - i. did not observe any of your obligations under the terms and conditions in this condition 40, or
  - ii. acted negligently or fraudulently in connection with these Conditions of Use.
- g) If you tell us that a BPAY payment made from your Account is unauthorised, you must first give us your written consent addressed to the Biller who received that BPAY payment, consenting to us obtaining from the Biller information about your Account with that Biller or the BPAY payment, including your customer reference number and such information as we reasonably require to investigate the BPAY payment. We are not obliged to investigate or rectify any BPAY payment if you do not give us this consent.
- h) You acknowledge that receipt by a Biller of a mistaken or erroneous BPAY payment does not or will not constitute under any circumstance in part or in whole, satisfaction of any underlying debt owed between the payer and their Biller.

#### 40.4 **WHEN A BILLER CANNOT PROCESS A PAYMENT**

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

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

#### 40.5 **DAMAGE ARISING FROM BPAY**

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

#### 40.6 **SUSPENSION**

We may suspend your right to participate in the BPAY scheme at any time. The circumstances in which we may suspend your right to participate in the BPAY scheme include if you or anyone acting on your behalf is suspected of being fraudulent.

#### 40.7 **BPAY PROCESSING TIMES**

If a BPAY request is received before the cut-off time, it will generally be processed the next Business Day. In some cases, it may take several days for the BPAY payment to be treated as received by the Biller.

#### 40.8 **BPAY CUT-OFF TIMES**

To be accepted and processed by us and treated as received by the Biller on the next Business Day, a BPAY instruction must be received by us by 5:00pm Sydney Time.

#### 40.9 **BPAY LIMITS**

Subject to your Credit Limit, we do not place a limit on the value of BPAY Transactions you may process from your Account. Note, however, that individual BPAY Billers may set their own limits.

#### 40.10 **DELAYS**

A delay might occur in the processing of a BPAY payment, including where:

- there is a public or a bank holiday on the day, or on the day after, you provide instructions or tell us to make the Transaction
- we need to verify that the Transaction is adequately authorised, or
- another participant of the BPAY scheme is not complying with its obligations, or there is a system malfunction.

We will use reasonable endeavours to correct such delay.

While it is expected that any delay in processing under this agreement for any reason set out in this condition 40.10 will not continue for more than one Business Day, you acknowledge and accept that any such delay may continue for a longer period. BPAY payments may take longer to be credited to a Biller if you tell us to make a BPAY payment on a Saturday, Sunday or public holiday or if the Biller does not process a payment as soon as they receive its details.

## **PART M: GENERAL INFORMATION**

### **41 BANKING CODE OF PRACTICE**

The Banking Code of Practice (**BCOP**) is an industry code which sets standards of good banking conduct. The relevant provisions of the BCOP apply to this banking service.

### **42 NATIONAL CREDIT CODE**

This condition applies to the extent that the National Credit Code and other applicable laws apply to this agreement. If:

- a) that Code or law would otherwise make a provision of this agreement illegal, void or unenforceable, or
- b) a provision of this agreement would otherwise contravene a requirement of that Code or law or impose an obligation or liability which is prohibited by that Code or law,

this agreement is to be read as if that provision were varied to the extent necessary to comply with that Code or law or, if necessary, omitted.

### **43 ELECTRONIC COMMUNICATION CONSENT**

We may offer to provide you with Statements, notices and other information relating to your Account electronically or by making this information available at our website. Where you consent to us communicating electronically, you authorise us to act on instructions we have received electronically. This consent and authority will apply to all communications permitted to take place electronically by law (including any applicable industry Code or Code of Conduct) including but not limited to:

- a) Statements
- b) notices and other documents from us to you about your Account, and
- c) variations to these Conditions of Use.

We will rely on this consent to communicate with you electronically, or by making a notice available for you to access on our website. For example, we may send an email to your email address each month to tell you that your Statement can be viewed online. By giving this consent, we are no longer required to send you notices or other documents in paper form for the Account.

You must ensure that:

- a) you check your electronic communications (eg your email and SMS) and our website regularly for notices and other communication from us
- b) your email address and mobile phone number remain current (or otherwise notified to us), and
- c) electronic communications from us to you are not blocked.

Providing you with electronic Statements and notices does not alter your obligations under any terms and conditions of the Account.

You can print and save a copy of any notice or other document provided to you electronically. You are responsible for ensuring that you maintain the appropriate software and hardware, including printer, to access, view, retrieve, print and save a copy of such documents. You can go back to receiving paper notices and other documents by withdrawing your consent. A fee may apply if you choose to do so – check your Financial Table for details.

If you decide to return to paper notices and other documents, you are asking to receive those documents on paper, delivered by post to your nominated street address.

#### 44 **CHIP**

You must ensure the Chip is protected at all times from misuse (including tampering), damage, destruction or any form of unauthorised use. Only you can use the Chip for any of the available services.

#### 45 **COMMISSIONS**

When your Account is activated, a commission of \$25 to \$55 is payable by us to Myer for the introduction of credit business, depending on the method of introduction. Myer may also receive other payments from us in respect of the Myer Credit Cards, the amounts of which are unascertainable. Details of any other commission payable to any other entity involved in introducing you to us, if known, will be set out in the Financial Table.

## 46 **FINANCIAL DIFFICULTY**

You must inform us of any material adverse change to your financial position or if you are in financial difficulty or otherwise consider you are or will be unable to meet your repayments or any other obligations under these Conditions of Use as soon as possible. If you advise us that you are in financial difficulty and we are aware that you have outstanding loans with other members of the Macquarie Group ("Macquarie Creditors"), we may share the details you have provided to us with those Macquarie Creditors. Other Macquarie Creditors may use this information to contact you about your financial situation.

## 47 **PRIVACY**

Your personal and credit information (if applicable) is collected, used and exchanged in the ways set out in the Macquarie Group Privacy Policy, available at [macquarie.com.au](https://macquarie.com.au). The Privacy Policy also describes how you can access or correct information we hold about you, how you can ask further questions or make a complaint and information about our websites and online activities.

## 48 **ANTI-MONEY LAUNDERING**

By opening this Account:

- a) you must not knowingly do anything to put Macquarie Group in breach of the Anti-Money Laundering and Counter Terrorism Financing Act 2006, rules and other subordinate instruments (AML/CTF Laws) and/or its internal policies and procedures. You agree to notify Macquarie Group if you are aware of anything that would put Macquarie Group in breach of AML/CTF Laws.
- b) if requested, you must provide additional information and assistance and comply with requests to facilitate Macquarie Group's compliance with AML/CTF Laws and/or its internal policies and procedures in Australia or equivalent overseas jurisdiction.
- c) you represent and warrant that you are not aware and have no reason to suspect that:
  - i) the amount of credit that we agree to provide you will be used to fund money laundering, terrorism financing or similar activities ("Illegal Activities"), and
  - ii) proceeds of investments made in connection with this product will fund Illegal Activities.

- d) you acknowledge that Macquarie Group is subject to AML/CTF Laws and/or its internal policies and procedures. In making an application, you consent to Macquarie disclosing in connection with AML/CTF Laws and/or its internal policies and procedures any of your Personal Information (as defined in the Privacy Act 1988 (Cth)) that Macquarie Group holds.
- e) you acknowledge that in certain circumstances Macquarie Group may be obliged to freeze or block an Account where it is used in connection with Illegal Activities or suspected Illegal Activities. Freezing or blocking can arise as a result of the Account monitoring that is required by AML/CTF Laws and/or its internal policies and procedures. If Macquarie Group freezes or blocks your Account because it believes on a reasonable basis that it is required to do so in order to comply with AML/CTF Laws and/or its internal policies and procedures, we are not liable to you for any consequences or losses whatsoever and you agree to indemnify us if we are found liable to a third party in connection with the freezing or blocking of your Account.
- f) you acknowledge that Macquarie Group retains the right not to provide services/issue products to any applicant that Macquarie decides, in their sole discretion, that they do not wish to supply.

#### 49 **ASSIGNMENT**

You consent and agree that, subject to applicable laws, we may at any time assign all or part of our rights, title and interest under this agreement to any institution, corporation or individual. You must sign any document and take any action to give effect to this.

Any dealing with our rights does not change your obligations under this agreement in any way.

We may disclose information about you and any Additional Cardholder, or this agreement, to anybody involved in an actual or proposed assignment, novation or dealing by us with our rights under this agreement.

You may not assign, novate, or otherwise deal with your rights or obligations under this agreement or any document or agreement entered into or provided under or in connection with this agreement.

50 **NO SECURITY**

We agree not to rely on or to enforce as security for your obligations under this agreement:

- a) any security which we may hold from you, or
- b) any other security or guarantee which we may hold from any other person in relation to your obligations.

You acknowledge that this agreement does not vary the terms or affect the enforceability of that security or guarantee.

This part of the Conditions of Use only applies to you if you are an individual and, when you enter into this agreement, you intend to use the credit obtained under this agreement wholly or predominantly for personal, domestic or household purposes.

51 **SEVERANCE**

If any terms or part of these Conditions of Use is invalid or not enforceable in accordance with its terms, all other terms or parts which are self sustaining and capable of separate enforcement without regard to the invalid or unenforceable term or part will be, and continue to be, valid and enforceable in accordance with their terms.

52 **COURT ORDERS**

If you become liable by a court order to pay any money due under this agreement, you must pay interest at the higher of the rate ordered by the court or the rate payable under this agreement.



# Information Statement

## THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract. If you have any concerns about your contract, contact your credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

## THE CONTRACT

### 1 **HOW CAN I GET DETAILS OF MY PROPOSED CREDIT CONTRACT?**

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

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

### 2 **HOW CAN I GET A COPY OF THE FINAL CONTRACT?**

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

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

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

### 3 **CAN I TERMINATE THE CONTRACT?**

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

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

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

#### 4 **CAN I PAY MY CREDIT CONTRACT OUT EARLY?**

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

#### 5 **HOW CAN I FIND OUT THE 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 made up.

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

#### 6 **WILL I PAY LESS INTEREST IF I PAY OUT MY CONTRACT EARLY?**

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

#### 7 **CAN MY CONTRACT BE CHANGED BY MY CREDIT PROVIDER?**

Yes, but only if your contract says so.

#### 8 **WILL I BE TOLD IN ADVANCE IF MY CREDIT PROVIDER IS GOING TO MAKE A CHANGE IN THE CONTRACT?**

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 30 days advance written notice for:
  - i. a change in the way in which interest is calculated, or
  - ii. a change in credit fees and charges, or
  - iii. any other changes by your credit provider,

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

9 **IS THERE ANYTHING I CAN DO IF I THINK THAT MY CONTRACT IS UNJUST?**

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

If that is not successful, you may contact 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 Australian Financial Complaints Authority and can be contacted on 1800 931 678, by email at [info@afca.org.au](mailto:info@afca.org.au) or in writing to GPO Box 3, Melbourne, VIC, 3001.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid. You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at [www.asic.gov.au](http://www.asic.gov.au).

## **INSURANCE**

10 **DO I HAVE TO TAKE OUT CREDIT CARD INSURANCE?**

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

11 **WILL I GET DETAILS OF MY INSURANCE COVER?**

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

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

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

12 **IF THE INSURER DOES NOT ACCEPT MY PROPOSAL, WILL I BE TOLD?**

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

13 **IN THAT CASE, WHAT HAPPENS TO THE PREMIUMS?**

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

14 **WHAT HAPPENS IF MY CREDIT CONTRACT ENDS BEFORE ANY INSURANCE CONTRACT OVER MORTGAGED PROPERTY?**

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

## GENERAL

15 **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, for example:

- 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.

16 **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 question 17.

17 **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 get legal advice.

18 **DO I HAVE ANY OTHER RIGHTS AND OBLIGATIONS?**

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

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING 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 AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY AND CAN BE CONTACTED ON 1800 931 678, BY EMAIL AT [INFO@AFCA.ORG.AU](mailto:INFO@AFCA.ORG.AU) OR IN WRITING TO GPO BOX 3, MELBOURNE, VIC, 3001

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

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**CARD SERVICES**

Call 13 67 17, 24 hours, 7 days a week

[myer.com.au/creditcard](http://myer.com.au/creditcard)

PO BOX 3665, Rhodes, NSW 2138