



## Visa Platinum Credit Card

# T&C's

As at June 2019

This booklet includes your

- Information Statement
- Privacy Notice
- Credit Card Contract Terms
- Credit Card Condition of Use
- Qudos Bank Visa Platinum Rewards Program Terms and Conditions.

The Credit Card Contract Terms, Credit Card Conditions of Use and Qudos Bank Visa Platinum Rewards Program Terms and Conditions, together with the Credit Card Contract Schedule (provided separately), and the Terms and Conditions for Savings Accounts and Payment Services found on our website, form your Credit Card Contract with Qudos Bank.

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# 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. If you still have concerns, contact 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 pre-contractual statement containing certain information about your contract. The pre-contractual statement, and this document, must be given to you before:

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

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

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep.

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

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

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

### 3. Can I terminate the contract?

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

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

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

### 4. Can I pay out my credit contract 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 payout figure as at any date you specify. You can also ask for details of how the amount is made up.

The bank must give you the statement within 7 days after you give your request to your 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 the money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

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

Yes, but only if your contract says so.

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

That depends on the type of change. For example:

- > you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- > you get 20 days advance written notice for:
  - a change in the way in which interest is calculated; or
  - a change in credit fees and charges; or
  - any other changes by your credit provider;

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

## **9. Is there anything I can do if I think 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, or AFCA and can be contacted at:

- > Website: [www.afca.org.au](http://www.afca.org.au)
- > Email: [info@afca.org.au](mailto:info@afca.org.au)
- > Telephone: 1800 931 678 (free call)
- > In writing to: Australian Financial Complaints Authority  
GPO Box 3, Melbourne VIC 3001

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

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

## **Insurance**

### **10. Do I have to take out insurance?**

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law.

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

### **11. Will I get details of my insurance cover?**

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

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

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

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

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

### **13. In that case, what happens to the premium?**

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

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

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

## **Mortgages**

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

A mortgage means that you give your credit provider

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

### **16. Should I get a copy of my mortgage?**

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

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

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

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

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

See the answers to questions 22 and 23.

Otherwise you may:

- > if the mortgaged property is goods, give the property back to your credit provider, together with a letter saying you want the credit provider to sell the property for you;
- > sell the property, but only if your credit provider gives permission first; or
- > give the property to someone who may then take over the repayments, but only if your credit provider gives permission first.

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

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

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

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

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

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

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

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

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

## **General**

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

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

- > to extend the term of the 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.

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

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

If the credit provider still refuses your request you can complain to the dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 25.

## **24. Can your 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 harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

## **25. Do I have any other rights and obligations?**

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

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING 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, OR AFCA AND CAN BE CONTACTED AT:

- > WEBSITE: [WWW.AFCA.ORG.AU](http://WWW.AFCA.ORG.AU)
- > EMAIL: [INFO@AFCA.ORG.AU](mailto:INFO@AFCA.ORG.AU)
- > TELEPHONE: 1800 931 678 (FREE CALL)
- > IN WRITING TO: AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY GPO BOX 3, MELBOURNE VIC 3001

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

# important privacy notice

This Privacy Notice sets out:

- > How and why we collect and use your information
- > How you may access your information held by us
- > What happens if you do not wish to provide us with information
- > Whether we provide your information to other entities
- > The availability of our Privacy Policy
- > When we can disclose certain information to a credit reporting body
- > How a credit reporting body may use your information
- > Whether we disclose your information overseas and if so, where
- > How you can contact us

## Collection & use of your information

We collect and use your information to:

- > Provide you with membership benefits, financial services and products or information about those benefits, services and products
- > Provide you with information about financial services and products from 3rd parties we have arrangements with
- > Conduct market and demographic research in relation to the products and services you and other members acquire from us
- > To comply with legislative requirements and to prevent fraud and other criminal activities
- > Establish your eligibility for a loan
- > Establish your capacity to repay a loan

The law also requires us to collect and hold your information:

- For our register of members under the Corporations Act
- To verify your identity under the AML/CTF Act
- To assess your capacity to pay a loan under the National Consumer Credit Protection Act

## How we collect information

We will collect information about you and your financial position from you directly.

When you apply for a loan, we will collect information about your credit history from a credit reporting body.

We may also collect personal information about you from other people and organisations, for example, your representatives, your employer and service providers, including to prevent fraud.

If you give us personal information about someone else (e.g. a joint borrower or guarantor), please show them a copy of this notice so they may understand how their personal information may be used or disclosed by us in connection with your dealings with us.

## What if you do not wish to provide us with information?

If you do not give us the information we require, we may not be able to admit you to membership or provide you with the financial products and services you applied for.

## How you can access your information

You can request access to your information at any time.

## Providing your information to credit reporting bodies

The credit reporting body we disclose information to is Equifax Australia (Equifax).

If you do not make your repayments when they fall due or commit a serious credit infringement, we may disclose this to Equifax. Any information we provide to Equifax will be included in reports provided to credit providers to help them to assess your creditworthiness.

You can ask Equifax not to use your information for pre-screening of direct marketing by a credit provider. You can also ask them not to use or disclose your information if you reasonably believe that you have been or are likely to be a victim of fraud.

Equifax's policy on the management of information is available at [equifax.com.au](http://equifax.com.au).

You can contact Equifax by:

Phone – 1300 762 207

Mail – Level 15/100 Arthur Street, North Sydney NSW 2060

## Providing your information to other entities

We disclose your information to other entities. We can disclose your information to:

- > Entities that verify identity

- › Providers of payments and card services, when you make a transaction using a payment service or a card
- › Lawyers, conveyancers, accountants, brokers, agents and other service providers who represent you and/or provide services to you
- › Contractors for statement printing and mail out, card and cheque production, market research or direct marketing
- › Affiliated product and service suppliers to provide information to you about their services and products
- › Credit reporting bodies and other financial institutions that have previously lent to you
- › Persons you use as referees
- › Any person who introduces you to us
- › Your employer
- › Your joint borrower(s), account holder(s) or signatories
- › For property loans – property valuers, insurers and online property exchange networks for electronic conveyancing (PEXA)
- › Mortgage documentation service
- › Trustee and manager of securitised loan programs
- › Any proposed guarantor of a loan
- › Debt collection agencies, lawyers, process servers, our auditors
- › Qantas Airways Limited for awarding Qantas Points
- › Organisations that help identify illegal activities and prevent fraud

We will also disclose your information to law enforcement and government agencies as required by law.

## Our Privacy Policy

Our Privacy Policy is available at [quodosbank.com.au](http://quodosbank.com.au)

The Policy contains information about:

- › How you can access your information
- › How you can seek correction of your information
- › How you make a complaint and how we will deal with it
- › In what overseas countries we are likely to disclose your information
- › How we manage your credit-related personal information

## Disclosure to overseas recipients

We may disclose your personal information to the United Kingdom if you make online purchases using a Visa debit or credit card as part of the Verified by Visa service.

We may also disclose your personal information overseas if you request us to arrange an international funds transfer (more information will be provided when you make such a request).

However, if we do disclose this information outside Australia, we will do so on the basis that the information will be used only for the purposes set out in this document.

## How to contact us

To request access or seek correction of your information, make a complaint or for any other privacy inquiry, please contact us:

- › In person at one of our branches
- › By calling us on 1300 747 747
- › By email at [privacy@quodosbank.com.au](mailto:privacy@quodosbank.com.au)
- › In writing to Qudos Bank Privacy Officer, Locked Bag 5020 Mascot NSW 1460

# credit card contract terms

## Information about the Customer Owned Banking Code of Practice

The relevant provisions of the Customer Owned Banking Code of Practice apply to this credit card contract. The Customer Owned Banking Code of Practice requires us to give you information about the current interest rate (the annual percentage rate) and current fees and charges applying to your credit card contract whenever you request it.

### 1. Credit Card Contract

These Terms, together with the Schedule, Credit Card Conditions of Use and Qudos Bank Visa Platinum Rewards Program Terms and Conditions and Terms and Conditions for Savings Accounts and Payment Services comprise your Credit Card Contract.

### 2. Definitions and Interpretation

In these Terms:

- 2.1 **Account balance** means the difference between all amounts credited and all amounts debited to your card account;
- 2.2 **Additional Cardholder** has the meaning given to that term in the Credit Card Conditions of Use;
- 2.3 **Card Account** means the account or accounts we establish in your name for the purposes of this credit card contract;
- 2.4 **Cash Advance** means any transaction treated by us as a cash advance, including where you:
  - > Draw cash or a cash substitute (e.g. a bank cheque, credit union cheque, traveller's cheque or money order) from an automatic teller machine, financial institution or merchant;
  - > Use the Visa Credit Card to pay bills using BPAY; or
  - > Transfer or arrange for the transfer of funds from your credit card account to another account, including autotransfer and direct debit.
- 2.5 **Clause** means a clause of these Terms;
- 2.6 **Closing Balance** means the balance shown and described as such on a statement of account;
- 2.7 **Credit Card Conditions of Use** means the conditions appearing under that heading in this booklet;
- 2.8 **Credit Card Contract** means the contract you make or have made with us, which comprises:
  - The Credit Card Conditions of Use
  - The Credit Card Schedule
  - The Qudos Bank Visa Platinum Rewards Program Terms and Conditions
  - These Credit Card Contract Terms
  - The Terms and Conditions for Savings Accounts and Payment Services
- 2.9 **Credit Card Facility** means the credit facility provided or to be provided to you under this credit card contract;
- 2.10 **Party** means a party to this credit card contract and includes that party's successors and permitted assigns;
- 2.11 **Primary Cardholder** has the meaning given to that term in the Credit Card Conditions of Use;
- 2.12 **Purchases** has the meaning given to it on clause 3 of these terms;
- 2.13 **Qudos Bank Visa Platinum Rewards Program Terms and Conditions** means the conditions appearing under that heading in this booklet;
- 2.14 **Schedule** means a reference to the Credit Card Schedule;
- 2.15 **Terms or Credit Card Contract Terms** means the credit card contract terms contained in this part of the booklet;
- 2.16 **'We' or 'us' or 'our'** means Qudos Mutual Limited ABN 53 087 650 557 Australian Credit Licence 238305;
- 2.17 **'You'** means the borrower/s who is, or one of whom is, the Primary Cardholder;
- 2.18 **Headings** are for convenience only and do not affect the interpretation of these Terms;
- 2.19 **Other parts of speech and grammatical forms of a word or phrase defined in this credit card contract** have a corresponding meaning;
- 2.20 **Words and phrases have the same meaning as in the Schedule;**
- 2.21 **Words and phrases have the same meaning as in the National Credit Code;**

2.22 Words importing the singular include the plural and vice versa;

2.23 Words importing a gender include any gender.

### **3. What you owe us**

3.1 We can debit to your card account with amounts for:

- (a) purchases (the price of goods and services obtained from a merchant, including by mail, electronic and telephone orders) charged to your card account;
- (b) cash advances charged to your card account;
- (c) Interest charges (see clauses 6 and 7);
- (d) fees and charges (see clause 8);
- (e) enforcement expenses (see clause 16).
- (f) other transactions for which you are responsible.

3.2 Once we debit an amount to your card account, you owe us that amount.

### **4. Credit Limit**

- 4.1 We agree to make available to you credit up to the Credit Limit.
- 4.2 You must keep your card account balance within your Credit Limit.
- 4.3 If the debit balance of your card account exceeds your credit limit, you must immediately pay us the amount by which it exceeds your credit limit. We need not ask you for it first. This payment obligation is in addition to your normal repayment obligation (see condition 5).
- 4.4 We may reduce or cancel your credit limit as we choose. If we do so and you are not in default under this credit card contract, we will tell you in writing.
- 4.5 Your credit limit does not change merely because we debit an amount to your card account which takes your account balance over your credit limit.
- 4.6 You may reduce the credit limit of your Card Account to any amount that equals, or exceeds, the minimum credit limit applicable to your type of Card Account (displayed on our website). You must first pay any outstanding balance down to the new requested credit limit.

4.7 You may terminate your Credit Card Contract with us at any time. You must first:

- (a) repay any outstanding balance, as well as any accrued interest that has not been debited to your account; and
- (b) cancel any credit card authorisations, such as direct debit authorisations, linked to the Card Account.

### **5. Repayments**

- 5.1 You must make the minimum repayments in accordance with the Schedule. However, this is subject to other terms of the credit card contract.
- 5.2 If you are liable to us under two or more loan or credit card accounts and do not tell us to which account we are to credit any repayment, we may credit the repayment to this account or any of the other loan or credit card account as we choose.
- 5.3 We may apply any payment or other credit we receive to any amount you owe under this credit card contract in any order we choose. We currently apply payments in the following order, but may change that order at any time:
  - (a) cash advances shown on a statement of account prior to the latest statement of account;
  - (b) purchases shown on a statement of account prior to the latest statement of account;
  - (c) cash advances shown on the latest statement of account;
  - (d) purchases shown on the latest statement of account;
  - (e) interest and any fees and charges which have appeared on a statement of account;
  - (f) cash advances not yet shown on any statement of account issued;
  - (g) purchases not yet shown on any statement of account issued;
  - (h) interest and any fees and charges not yet shown on any statement of account issued, and
  - (i) then in any order we choose.

5.4 If you:

- (a) do not make a repayment when due; or
- (b) make a partial repayment;

we may transfer the balance of the amount of the repayment from any savings accounts you have with us.

5.5 If we do not receive value for a cheque, payment order or direct credit, we may:

- (a) reverse the credit; and
- (b) charge you interest or default interest; and
- (c) exercise any right or remedy under this contract; as if the payment had never been made.

## 6. Calculating and Debiting Interest Charges

6.1 We will calculate interest on a daily basis by multiplying the unpaid daily balances by the daily percentage rate. The daily percentage rate is the Annual Percentage Rate divided by 365.

6.2 We debit interest charges to your card account monthly, usually on the last day of each month and we will debit interest accrued, but not yet debited, when you or we cancel your credit card facility.

### 6A. Interest Free Periods

6A.1 In calculating interest charges where your Credit Card Facility has an interest free period, we distinguish between transactions which relate to purchases and those which do not. See clause 3.1 for further detail.

6A.2 Your Credit Card Schedule states whether your Credit Card Facility has an interest free period and how long that interest free period runs for.

6A.3 An interest free period means that you don't pay any interest on purchases where you have paid your previous month's full closing balance by the applicable due date.

6A.4 You will continue to pay no interest on purchases if you continue to pay each month's full closing balance by the applicable due date. If you don't pay a full closing balance by the applicable due date, you will pay interest on the outstanding balance from the day after the applicable due date.

6A.5 You can regain the benefit of interest free periods on purchases on the day you pay the full closing balance shown on your next statement of account by the applicable due date.

## 7. Calculating Default Interest Charges

- 7.1 This Clause only applies if a Default Rate of Interest is specified in the Schedule.
- 7.2 If you do not make a payment when due, you must pay us default interest as well as interest.
- 7.3 We will calculate interest on a daily basis by multiplying the unpaid daily balances by the daily percentage. The daily percentage rate is the Default Rate divided by 365.
- 7.4 We will debit default interest each month, usually on the last day of each statement period, and we will debit default interest on the day you pay the balance of the account.

## 8. Credit fees and charges

- 8.1 You must pay to us credit fees and charges set out in the schedule; and any of our other standard fees and charges that apply from time to time.
- 8.2 We can debit these fees and charges to your card account and they are payable after that date as part of your account balance.

## 9. Statements of account

- 9.1 We send you statements of account monthly (not always on the same day of each month) unless the law says that we do not have to do so. The period covered by a statement of account is known as the "statement period" or "statement cycle".
- 9.2 Statements of account show all amounts credited or debited to your card account during the statement period.
- 9.3 All amounts shown on statements of account are expressed in Australian dollars.
- 9.4 You should check the entries on each statement of account carefully and promptly report any error or unauthorised transaction to us before the due date shown on that statement of account.

## 10. Variation of annual percentage rate

10.1 We may vary the Annual Percentage Rate at any time.

10.2 If the variation increases your obligations, we must notify you on or before the day the increase takes effect by:

- (a) publishing a notice in a newspaper and sending you notification in your next statement of account; or
- (b) giving you written notice.

## 11. Variation of interest calculations

11.1 We may vary how we calculate interest or how often we debit interest.

11.2 If the variation increases your obligations, we must give you written notice at least 20 days before the increase takes place.

## 12. Variation of credit fees and charges

12.1 We may:

- (a) vary the amount of any Credit Fee or Charge;
- (b) add a new credit fee or charge (which is a Credit Fee or Charge);
- (c) vary the method of calculating any Credit Fee or Charge; or
- (d) vary the time or frequency of payment for any Credit Fee or Charge.

12.2 If the variation increases your obligations, we must notify you 20 days before the increase takes effect by:

- (a) publishing a notice in a newspaper and sending you notification in your next statement of account; or
- (b) giving you written notice.

12.3 If a variation does not increase your obligations, we will notify you in your next statement of account.

## 13. Variation of repayments

13.1 We may vary:

- (a) the amount, frequency or time of repayments;
- (b) the method of calculating the minimum repayment, or
- (c) the method and/or order of application of repayments.

13.2 If any of these variations increases your obligations,

we must give you written notice at least 20 days before the increase takes effect.

13.3 If the variation does not increase your obligations, we will notify you in your next statement of account.

## 14. Other variations

14.1 We may vary these Terms:

- (a) when the Schedule does not state a Default Rate of Interest – to add a Default Rate of Interest to calculate Default Interest Charges under Clause 7; or
- (b) to increase or decrease the Default Rate of Interest specified in the Schedule.

14.2 If any of these variations increases your obligations, we must give you written notice at least 20 days before the increase takes effect.

14.3 If the variation does not increase your obligations, we will notify you in your next statement of account.

## 15. Default

15.1 You are in default under this Credit Card Contract if:

- (a) you exceed the Credit Limit;
- (b) you do not make a repayment in full by the date it is due;
- (c) you or any additional card holder breach any term of this credit card contract;
- (d) you become a bankrupt;
- (e) you seek to make an arrangement or composition with your creditors under a law dealing with bankruptcy; or
- (f) you cease to be a Member of Qudos Bank.

15.2 If you are in default, we may send you a default notice.

The notice will tell you:

- (a) what the default is;
- (b) what you have to do to remedy the default; and
- (c) that you will have at least 30 days from the date of the notice to remedy the default.

15.3 If you do not comply with the default notice, you become liable to pay us the balance owing immediately.

15.4 If you fail to do anything that this credit card contract requires you to do, we may:

- (a) do the thing as required;
- (b) do it in your name; and
- (c) do it at your expense and debit your card account for the expense.

## 16. Enforcement expenses

16.1 We may charge you enforcement expenses. We may debit these to your account.

16.2 An enforcement expense includes an expense for doing any of the following under this credit card contract:

- (a) enforcing any right we have;
- (b) attempting to enforce any right;
- (c) performing any of your obligations under this loan contract in accordance with Clause 15.4;
- (d) protecting any right;
- (e) waiving any right;
- (f) contemplating the enforcement of any right;
- (g) sending an arrears letter or default notice before commencing enforcement proceedings.

16.3 An enforcement expense also includes any expense we have to pay on the dishonour of a cheque or any other payment instrument given to us for a payment in relation to this credit card contract.

## 17. Miscellaneous matters

17.1 Taxes and expenses

We may debit your card account for any government tax or stamp duty.

17.2 Payment on a Business Day

If you must make a payment or do any other thing on or by a day that is not a business day, you must make the payment or do the other thing by the preceding business day.

17.3 Payment by Close of Business

A payment due on a day is due by close of business on that day or the immediately preceding business day, where that day is not a business day. We will notify you of the time of day we specify as the close of business.

17.4 Assignment

We may assign any of our rights under this credit

card contract. We do not need your consent to do so.

17.5 Information is correct

You represent and warrant that all information, representations and documents that you, or any person acting on your behalf, give us about your credit card application are true and correct.

17.6 Waiver

A waiver of any of our rights under this credit card contract does not occur unless we give it to you in writing.

17.7 Severability

If any part of this credit card contract is invalid, unenforceable or in breach of the National Credit Code, it is not included in this credit card contract. The remainder of this credit card contract continues in full force and effect.

## 18. Inconsistency and Codes of Practice

18.1 The Schedule, the Terms, the Credit Card

Conditions of Use, Qudos Bank Visa Platinum Rewards Program Terms and Conditions and Terms and Conditions for Savings Accounts and Payment Services set out the entire agreement between you and us. They override any representations made by us before you entered into the contract.

18.2 Subject to clause 18.3, if there is any conflict or inconsistency between the Schedule, the Terms, the Credit Card Conditions of Use, and Terms and Conditions for Savings Accounts and Payment Services; Qudos Bank Visa Platinum Rewards Program Terms and Conditions those documents will prevail in that order to the extent of the inconsistency.

18.3 Where the Credit Card Conditions of Use contain a provision which gives effect to a requirement of the ePayments Code and other parts of the credit card contract are inconsistent with that provision, that provision shall prevail.

# credit card conditions of use

## Before you use your Visa Credit Card

Please read these Conditions of Use. They apply to:

- › all transactions initiated by you through Electronic Equipment using an access method; and
- › all other transactions (including manually processed transactions initiated by you by the combined use of your VISA Credit Card and your signature) effected with the use of your VISA Credit Card.

If you fail to properly safeguard your access method, including your VISA Credit Card and PIN, you may increase your liability for unauthorised use.

Your first use of your VISA Credit Card or any other access method will automatically constitute your understanding and acceptance of these Conditions of Use.

If these Conditions of Use are not clear to you, contact Qudos Bank BEFORE using your VISA Credit Card or any other access method.

## Important points to remember to safeguard your account

- › sign your VISA Credit Card immediately when you receive it;
- › memorise your PIN and never store it with or near your VISA Credit Card or in an electronic device, such as a computer or mobile phone;
- › never write your PIN on your VISA Credit Card;
- › make sure any record of the PIN used as a memory aid is reasonably disguised;
- › never lend your VISA Credit Card to anyone;
- › never tell anyone your PIN;
- › don't choose a PIN that is easily identified with you, e.g. your birth date, an alphabetical code which is a recognisable part of your name or your car registration;
- › don't choose a PIN that is merely a group of repeated numbers;
- › try to prevent anyone else seeing you enter your PIN into an ATM or EFTPOS device;
- › never leave your VISA Credit Card unattended, e.g. in your car or at work;

- › immediately report the loss, theft or unauthorised use of your VISA Credit Card to VISA CARD 24hr EMERGENCY HOTLINE on Free Call – 1800 621 199;
- › keep a record of the VISA CARD 24hr EMERGENCY HOTLINE number with your usual list of emergency telephone numbers;
- › examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and
- › on date of expiry, destroy your VISA Credit Card by cutting it diagonally in half.

## 1. Introduction

These Conditions of Use, together with the other documents that comprise the Credit Card Contract govern the use and operation of your VISA Credit Card. It is important that you read all the documents comprising the Credit Card Contract carefully and retain them for future reference.

These Conditions of Use apply to the Primary Cardholder, any Additional Cardholder(s) and to all transactions involving the use of your VISA Credit Card or VISA Credit Card details.

Generally speaking, these Conditions of Use apply to VISA Credit Cards when used in conjunction with a PIN, in an Electronic Banking Terminal. However, they will also apply if you use your VISA Credit Card without a PIN. If your VISA Credit Card is used without a PIN, your signature on the transaction receipt will be evidence that the transaction is valid and authorised by you.

The exception to this condition is when a transaction is effected by PayWave, telephone or the internet, or where a merchant has arrangements to process low value transactions using the VISA Credit Card without a PIN, in which event no transaction receipt will be necessary to evidence the transaction. Qudos Bank may attach other services to the VISA Credit Card by providing notice to you in writing.

Any other separate conditions of use (expressed or implied) applicable to any linked account or other services offered by Qudos Bank and accessible by your Visa Credit Card (such as BPay or internet banking facilities) will continue to apply to you and transactions involving the use of your VISA Credit Card or details of that card. If there is any inconsistency between these

Conditions of Use and any other conditions of use, these Conditions of Use shall prevail.

Your first transaction on the Card Account will be taken as your agreement to comply with these Conditions of Use. In accepting your VISA Credit Card from Qudos Bank you acknowledge that you have read and understand these Conditions of Use.

If you do not understand something in these Conditions of Use, please call us on 1300 747 747, we will be happy to help you.

## 2. Application of Codes

Qudos Bank warrants that we will comply with the requirements of the ePayments Code, as established by the Australian Securities and Investments Commission.

The provisions of the Customer Owned Banking Code of Practice also apply to the use of your VISA Credit Card.

You can obtain copies of the ePayments Code or other relevant codes by contacting Qudos Bank.

## 3. Signing your Visa Card

You agree to sign your VISA Credit Card as soon as you receive it and before using it, as a means of preventing unauthorised use. Your VISA Credit Card is valid only if you have signed it and if it is used within the “valid from” and “until end” dates.

You must destroy any VISA Credit Card that is no longer valid by immediately cutting it diagonally in half and disposing of it securely.

## 4. Personal Identification Number (PIN) Secrecy

You agree that:

- › You will not record your PIN on your VISA Credit Card or on anything with or near your VISA Credit Card;
- › You will not tell anyone your PIN or let anyone see it;
- › You will try to prevent anyone else seeing you enter your PIN into an Electronic Banking Terminal; and
- › If you think that your PIN has become known to someone else, you will notify Qudos Bank immediately.

## 5. Reporting the loss or theft of your Visa Card

If you believe your VISA Credit Card or PIN record has been lost or stolen, or your PIN has become known to

someone else, you should IMMEDIATELY report this:

**DURING NORMAL BUSINESS HOURS**

- › Contact Qudos Bank on 1300 747 747; or

**OUTSIDE NORMAL BUSINESS HOURS**

- › Contact the Australia wide VISA CARD 24hr EMERGENCY HOTLINE Free Call - 1800 621 199.

While overseas,

- › Contact VISA International Card 24hr Emergency Hotline: (612) 9251 3704; 1 410 581 9994; or other country specific numbers can be obtained from Qudos Bank.
- › You will be given a reference number which you should retain as evidence of the date and time of your report; and
- › You should advise Qudos Bank, as soon as you can, that you have made a report to the VISA Credit Card 24hr Emergency Hotline.

If the VISA Credit Card Emergency Hotline is not operating when you try to use it for notification purposes, any losses occurring due to non-notification will be the liability of Qudos Bank, but only if you notify the VISA Credit Card EMERGENCY HOTLINE within a reasonable time after it becomes operative.

If the loss, theft or misuse occurs OUTSIDE AUSTRALIA you must notify a Financial Institution displaying the VISA logo and you must also then confirm the loss, theft or misuse of the card with Qudos Bank by telephone or priority paid mail as soon as possible.

## 6. Using your Visa Card

Qudos Bank will advise you:

- › what transactions your VISA Credit Card will enable you to perform at an Electronic Banking Terminal;
- › which Electronic Banking Terminal networks you may use; and
- › what mail, internet or telephone order transactions you may carry out with your VISA Credit Card by quoting your VISA Credit Card number.

You may only use your VISA Credit Card to perform transactions on your Card Account and those accounts authorised by Qudos Bank that have been linked to your VISA Credit Card.

Qudos Bank will debit your Card Account with the value of all transactions carried out using your VISA Credit Card including, without limitation, those carried out at Electronic Banking Terminals, all transactions effected by mail, internet or telephone and all sales and cash advance vouchers. Qudos Bank will also credit your Card Account with the value of all deposit transactions processed at Electronic Banking Terminals.

If any of your linked accounts is in the name of more than one person, then the liability of those persons under these Conditions of Use is joint and several for transactions carried out on those accounts.

Transactions will not necessarily be processed to your Card Account on the same day they occur.

You will continue to be liable to Qudos Bank for the value of any debit transaction occurring after you have closed your Card Account or after you have resigned from membership of Qudos Bank.

Your Visa Credit Card must be used wholly or predominantly for personal, domestic or household expenditure. Qudos Bank reserves the right to determine whether use or proposed use of your VISA Credit Card has been or will be in accordance with this requirement.

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

## 7. Using your Visa Card outside Australia

When you use your VISA Credit Card outside Australia, you must ensure that you comply with any Exchange Control requirements.

You agree to reimburse Qudos Bank for any costs, fees or charges arising out of your failure to ensure that you have complied with any Exchange Control requirements.

All transactions outside Australia on your VISA Credit Card will be debited to your Card Account in Australian dollars. The conversion to Australian dollars will be as at the date the charges, purchases and cash advances are processed by Visa International Services Association.

The conversion rate used is determined by VISA International Services Association. By using your

VISA Credit Card outside Australia, you agree that information regarding the transaction may be processed outside Australia.

## 8. Transaction limits

You agree that you will NOT use your VISA Credit Card to:

- › overdraw the balance in any of your linked accounts; or
- › exceed the unused portion of your credit limit of your Card Account.

Qudos Bank:

- › may set limits on the minimum and maximum transaction amounts, on a daily or cumulative basis;
- › may include transactions on any linked accounts in calculating your transaction limits; and
- › will advise you of the daily transaction limits at the time you apply for your VISA Credit Card and any subsequent changes to those limit.

Please note, merchants offering EFTPOS facilities have the right to impose conditions on the use of such facilities. Qudos Bank accepts no responsibility for any such conditions. When you press the credit button at an EFTPOS terminal, you cannot withdraw cash.

## 9. Authorisations

You:

- › acknowledge that Qudos Bank has the right to refuse authorisation for you to effect any transaction for any reason; and
- › agree that Qudos Bank will not be liable to you or anyone else for any loss or damage that you or anyone else suffer as a result of Qudos Bank's refusal to authorise any transaction.

## 10. Deposits at electronic banking terminals

If allowed by Qudos Bank, any deposit you make at an Electronic Banking Terminal will not be available for you to draw against until your deposit has been verified by Qudos Bank. You should note that not all Electronic Banking Terminals accept deposits. Proceeds of cheques will not be available for you to draw against until cleared.

The amount of any deposit is subject to verification by Qudos Bank. You agree that Qudos Bank's count of the funds deposited is regarded as conclusive evidence of

the amount deposited. Qudos Bank shall notify you of any discrepancy between their count and the amount claimed on the deposit slip as soon as practicable. Funds will be posted to your account when processed by Qudos Bank, usually the same or next business day.

## **11. Additional cards**

You may apply to Qudos Bank to issue an additional VISA Credit Card (“additional card”) to someone else you nominate as your agent, provided that person is over 16 years of age. Qudos Bank is not obliged to grant any additional card and may impose other conditions in respect of the issuing or use of that card. Qudos Bank is required to comply with all laws governing the issuing of cards (including identification of cardholders and anti money laundering laws) and you agree to provide all necessary information and documentation and to allow Qudos Bank to communicate with all cardholders, government agencies and other financial institutions to allow Qudos Bank to comply with those laws.

You will be liable for all transactions carried out by any Additional Cardholder on an additional VISA Credit Card.

The Additional Cardholder’s use of the additional card is governed by these Conditions of Use. It is your responsibility to ensure each Additional Cardholder is aware of these Conditions of Use and agrees to be bound by them. The Additional Cardholder’s first transaction made by using the additional card will be taken as their agreement to comply with these Conditions of Use.

You authorise Qudos Bank to give to any Additional Cardholder information about your Card Account for the purposes of their use of the additional card. You also authorise Qudos Bank to act on the instructions of the Additional Cardholder in relation to your Card Account, termination of your Card Account or the replacement of the additional card following cancellation of that card.

You are responsible for the use of the additional card and must pay for all transactions made by the Additional Cardholder, including any charges, until the additional card is returned to Qudos Bank.

You can cancel the additional card by cutting it in half diagonally and returning the pieces to Qudos Bank requesting the additional card be cancelled, or informing Qudos Bank by telephone that you

have destroyed the card and disposed of the pieces securely. You must then write to Qudos Bank confirming cancellation of the card. If you cannot destroy the additional card you should contact Qudos Bank requesting a “stop” on your Card Account. You should be careful in cases where you cannot destroy the additional card because, although a stop may be placed on your Card Account, the additional card may still be able to be used in some circumstances and you will be responsible for any transactions made (for example, for some store purchases below floor limits where no electronic approvals are in place).

When an Additional Cardholder uses the additional card to access accounts held by the Additional Cardholder, they are acting as principle in their own right. You will not be responsible for any such use where you are not a party to such an account.

## **12. Renewal of your Visa Card**

Qudos Bank will forward you and any Additional Cardholder a replacement VISA Credit Card before the expiry date of your current VISA Credit Card or additional VISA Credit Card.

If you do not require a replacement VISA Credit Card, either for yourself or an Additional Cardholder, you must notify Qudos Bank before the expiration date of your current VISA Credit Card. You must give Qudos Bank a reasonable time to arrange cancellation or the issue of a replacement VISA Credit Card.

Qudos Bank may issue a new card to you or any Additional Cardholder at any time. All such cards are subject to these Conditions of Use.

Typically Qudos Bank will do this in circumstances where it considers that the security of the card or PIN may have been compromised. Qudos Bank reserves the right to not reissue a card.

## **13. Cancellation and return of your Visa Card**

The VISA Credit Card always remains the property of Qudos Bank. Qudos Bank may:

- (1) demand the return of the VISA Credit Card issued to you and your nominee at any time, including:
  - > for security reasons; or
  - > if you breach these Conditions of Use or the Terms

and Conditions of the Card Account or accounts linked to your VISA Credit Card; or

- (2) capture the VISA Credit Card at any Electronic Banking Terminal.

You may cancel your VISA Credit Card or your nominee's VISA Credit Card at any time by giving Qudos Bank written notice.

Cancellation of a card may not be effective until the card is returned to Qudos Bank.

You must return your VISA Credit Card and any VISA Credit Card issued to an Additional Cardholder to Qudos Bank when:

- > Qudos Bank notifies you that it has cancelled your VISA Credit Card;
- > you close your Card Account;
- > you cease to be a Member of Qudos Bank;
- > you cancel your VISA Credit Card, any additional VISA Credit Card issued to an Additional Cardholder, or both;
- > your Card Account is closed, cancelled or terminated for any reason;
- > you alter the authorities governing the use of your Card Account unless Qudos Bank agrees otherwise; or
- > Qudos Bank requests that it be returned for any other reason.
- > Qudos Bank may terminate your Card Account if you have not complied with these Conditions of Use or if you have given false information that has caused them to open the Card Account.
- > In the event that your Card Account is closed you agree:
  - To return your VISA Credit Card and any additional cards as required above;
  - That you will not be able to access any linked accounts with your VISA Credit Card or any additional cards; and
  - To cancel any periodical payment arrangements which are linked to the Card Account.

Where the Card Account has been cancelled by you or

Qudos Bank you must continue to make at least the minimum repayment each month until the balance of the Card Account is paid in full. Fees, charges and interest

will continue to be debited to the Card Account.

Where the Card Account has been terminated, you must immediately pay Qudos Bank the full balance of the Card Account, including (where applicable) any amount reasonably expended by us in collecting payments.

You will remain liable for transactions debited to the Card Account which were made prior to termination or cancellation. You will also be liable for standing order authority transactions which have not been cancelled by you prior to termination or cancellation of the Card Account.

You may have to pay reasonable enforcement expenses under these Conditions of Use, including any amount reasonably incurred by the use of Qudos Banks staff and facilities, in the event of a breach of the Credit Card Contract.

#### **14. Conditions after cancellation or expiry of your Visa Card**

You must not use your VISA Credit Card or allow your nominee to use his or her additional VISA Credit Card:

- > before the "valid from" date or after the "until end" date shown on the face of the VISA Credit Card; or
- > after the VISA Credit Card has been cancelled.

You will continue to be liable to reimburse Qudos Bank for any indebtedness incurred through such use, whether or not you have closed your Card Account at Qudos Bank.

If your Visa Credit Card or an additional card is cancelled by Qudos Bank, you must continue to make at least the minimum payment each month until the balance of the Card Account has been paid in full.

Fees, charges and interest charges will continue to be debited to the your Card Account.

If you cancel your Card Account, you must immediately pay Qudos Bank the full balance of the Card Account, including (where applicable) any amount reasonably expended by Qudos Bank in collecting payments.

You remain liable for transactions debited to your Card Account which were made prior to termination.

You will also remain liable for standing order authority transactions which have not been cancelled by you prior to termination. These transaction may, for example, have been made by mail order, telephone order or through the internet.

You may have to pay reasonable enforcement expenses under these Conditions of Use, including any amount reasonably incurred by use of Qudos Bank's staff and facilities, in the event of a breach of the Credit Card Contract.

## **15. Your liability in case your Visa Card is lost or stolen or in the case of unauthorised use**

- (1) (a) You are not liable for loss arising from an unauthorised transaction caused by:
    - (i) fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a merchant or their employee or agent;
    - (ii) a device, identifier or pass code which is forged, faulty, expired or cancelled;
    - (iii) a transaction requiring the use of a device and/ or pass code that occurred before you received the device and/or pass code (including a reissued device and/or pass code);
    - (iv) a transaction being incorrectly debited more than once to the same facility; or
    - (v) an unauthorised transaction performed after we have been informed that a device has been misused lost or stolen, or the security of a pass code has been breached.
  - (b) Qudos Bank will presume you did not receive your device and/or pass code unless we can prove you received it.
  - (c) You are not liable for loss arising from an unauthorised transaction where it is clear that you did not contribute to the loss.
- (2) For the purpose of paragraph 15(1)(c) you will be taken to have contributed to any loss caused by unauthorised use of your VISA Credit Card if:
    - (a) in relation to a transaction arising out of a sales or cash advance voucher, you unreasonably delay notification of your VISA Credit Card being lost or stolen or of any unauthorised use of your card;
    - (b) in relation to transactions carried out at Electronic Banking Terminals, you;
      - (i) voluntarily disclose your PIN to anyone, including a family member or friend;
      - (ii) voluntarily allow someone else to observe you entering your PIN into an Electronic Banking Terminal;
      - (iii) write or indicate your PIN on your VISA Credit Card;
      - (iv) write or indicate your PIN (without making any reasonable attempts to disguise the PIN) on any article carried with your VISA Credit Card or likely to be lost or stolen at the same time as your VISA Credit Card;
      - (v) allow anyone else to use your VISA Credit Card;
      - (vi) unreasonably delay notification of:
        - (a) your VISA Credit Card or PIN record being lost or stolen;
        - (b) unauthorised use of your VISA Credit Card; or
        - (c) the fact that someone else knows your PIN; or
      - (vii) engage in fraud.
  - (3) If you are taken to have contributed to the unauthorised use of your VISA Credit Card under paragraph 15(2), your liability will be the lesser of:
    - (a) the actual loss when less than your Card Account balance (including the unused portion of your credit limit); or
    - (b) your Card Account balance (including the unused portion of your credit limit); or
    - (c) in relation to transactions carried out at Electronic Banking Terminals an amount calculated by adding the actual losses incurred for each day, up to the current daily withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your VISA Credit Card, up to and including the day you make your report.
  - (4) In determining liability under paragraph 15(3)(c):
    - (a) where your VISA Credit Card has been lost or stolen, the number of days will be calculated by

reference to the day when you should reasonably have become aware that it was lost or stolen; and

(b) the current daily withdrawal limit is the limit applicable at the time of the transaction, by reference to the status and/or type of Electronic Banking Terminal at which the transaction occurred.

(5) Where a code (e.g. a PIN) was required to perform the unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by unauthorised use of your VISA Credit Card, your liability will be the lesser of:

(a) \$150; or

(b) your account balance (including the unused portion of your credit limit under any pre-arranged credit facility; or

(c) the actual loss at the time Qudos Bank is notified of the loss or theft of your VISA Credit Card.

(6) In determining your liability under paragraph 15(5):

(a) Qudos Bank will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred; and

(b) the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss.

(7) Your liability for losses occurring as a result of unauthorised access will be determined under the ePayments Code if it applies and the credit card scheme rules if it does not. The guidelines set out at the beginning of these conditions of use to safeguard your account, are the minimum suggested security measures you should take.

## 16. Resolving errors on account statements

If you believe a transaction is wrong or unauthorised or your account statement contains any instances of unauthorised use or errors, you must immediately notify Qudos Bank or the VISA Credit Card Emergency Hotline as explained in paragraph 5. As soon as possible, you must also provide Qudos Bank the following:

- > your name and address, account number and VISA Credit Card number;
- > details of the transaction or the error you consider is wrong or unauthorised;

- > a copy of the account statement in which the unauthorised transaction or error first appeared;
- > the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error;
- > other users authorised to operate the account; and
- > details of whether your VISA Credit Card is signed and your PIN secure.

If Qudos Bank is unable to settle your complaint immediately to your satisfaction, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

If the ePayments Code applies, within 21 days of receiving these further relevant details from you, Qudos Bank will:

- > advise you in writing of the results of its investigations; or
- > advise you in writing that it requires further time (not exceeding a further 24 days) to complete its investigation.

In any event, where an investigation continues beyond 45 days, Qudos Bank will provide you with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, except in cases where Qudos Bank is waiting for a response from you and you have been advised that Qudos Bank requires such a response.

If Qudos Bank finds that an error was made, it will make the appropriate adjustments to your account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

If:

- (1) Qudos Bank is a party to an industry dispute resolution scheme; and
- (2) that scheme provides a matter can be heard under the scheme if Qudos Bank does not give a final decision on the matter within a specified time, Qudos Bank will advise you in writing about the option of taking the matter to the scheme within 5 business days after the specified time period expires.

When Qudos Bank advises you of the outcome of its investigations, it will;

- > give you reasons in writing for its decisions by reference to these Conditions of Use and the ePayments;
- > advise you of any adjustments it has made to your account; and
- > advise you in writing of other avenues of dispute resolution (including Consumer Affairs Agencies and Small Claims Courts), if you are not satisfied with Qudos Bank's decision.

If Qudos Bank decides that you are liable for all or any part of a loss arising out of unauthorised use of your VISA Credit Card, it will:

- > give you copies of any documents or other evidence it relied upon; and
- > advise you whether or not there was any system or equipment malfunction at the time of the transaction.

If Qudos Bank fails to carry out these procedures or causes unreasonable delay, Qudos Bank may be liable for part or all of the amount of the disputed transaction where its failure or delay has prejudiced the outcome of the investigation.

## 16A. Visa Zero Liability

In addition to the limits placed on your liability pursuant to the ePayments Code and described in clause 15 above, Visa's scheme rules provide that Qudos Bank shall limit your liability to nil in the following circumstances:

- (1) The unauthorised transactions were not effected at an ATM and will include transactions effected prior to notification of the unauthorised transactions, lost or stolen VISA Card by you to Qudos Bank;
- (2) You have not contributed to any loss caused by unauthorised use of your VISA Card as described in clause 15 (2) of the Conditions of Use above: and
- (3) You have provided all reasonably requested documentation to Qudos Bank, which may include provision of a statutory declaration and police report.

Where this Visa zero liability provision applies, Qudos Bank will endeavour to refund the amount of the unauthorised transactions within 5 days, subject to:

- (1) you having provided all reasonably requested

information to Qudos Bank;

- (2) you are not otherwise in default or have breached these Conditions of Use;
- (3) your Linked Account is not overdrawn, other than as a result of the unauthorised transactions;
- (4) Qudos Bank has not reasonably determined that further investigation is necessary before refunding the amount of the unauthorised transactions based on:
  - (a) the conduct of the Linked Account;
  - (b) the nature and circumstances surrounding the unauthorised transactions; and
  - (c) any delay in notifying Qudos Bank of the unauthorised transactions.

Any refund is conditional upon the final outcome of Qudos Bank's investigation of the matter and may be withdrawn by Qudos Bank where it considers that this provision shall not apply as a result of those investigation. In the making any determination in respect of this provision, Qudos Bank will comply with the requirements of clause 16 above.

This provision shall not apply to any unauthorised transactions where you have failed to notify Qudos Bank of those unauthorised transactions within 30 days of a statement being posted to you at your last known address.

## 17. Malfunction

Other than to correct the error in your account and the refund of any charges or fees imposed on you as a result, Qudos Bank will not be liable to you for any loss caused by an Electronic Banking Terminal malfunctioning if you were aware, or should have been aware, that the terminal was unavailable for use or was malfunctioning.

Qudos Bank will not be responsible if an Electronic Banking terminal does not accept your instructions or your VISA Credit Card fails to work at the terminal.

Where an EFTPOS device is not working, the merchant may provide alternative manual processing of the transaction. You will be required to present your VISA Credit Card and sign a voucher. The voucher authorises Qudos Bank to debit your Card Account.

## 18. The Card Account

Qudos Bank will notify you in writing of the amount of credit that applies to the Card Account. This is called the "credit limit".

Transactions made by you must not exceed the credit limit without Qudos Banks prior approval. The credit limit applies to the Card Account and therefore all transactions effected by your VISA Credit Card plus all additional cards must not exceed this limit. If you exceed your credit limit, any amount in excess of that limit is immediately payable.

The minimum amount of any Cash Advance is \$20.00. Before any Cash Advance is processed, you may be asked to produce identification to the person making the Cash Advance satisfaction, including a passport if overseas.

The Card Account will be charged with, and the Primary Cardholder required to pay:

- › The amount for goods and services bought directly from a merchant or by mail order, telephone order or through the internet;
- › The amount of all Cash Advances;
- › The fees and charges in accordance with paragraph 20 and 22; and
- › The interest in accordance with paragraph 21.

## 19. Statements and receipts

A transaction record slip will be available for each financial transaction carried out with your VISA Credit Card at an Electronic Banking Terminal.

You should always check the transaction amount indicated on any transaction voucher before signing it or any Electronic Banking Terminal before entering your PIN. By signing a voucher or entering your PIN you are indicating your agreement that the transaction amount is correct.

You should obtain, check and retain all transaction record slips including sales and cash advance vouchers issued to you for checking against your Card Account statements.

Qudos Bank will send you an account statement monthly (unless the Card Account has a nil balance and no transactions have occurred since the last statement cycle) or as otherwise required by any applicable legislation, ePayments Code or relevant industry code of practice. All amounts shown on the statement will be in Australian dollars.

You may request a copy of your account statement at any time. The date your statement is issued is called the

“statement date” and the period from one statement date to the next statement date is called the “statement cycle”.

There is no facility available to make repayments to be made overseas. You should contact Qudos Bank to ascertain what facilities are available to make repayments, when you are away from your home for extended periods of time.

## 20. Fees and charges

Subject to all applicable laws, Qudos Bank may charge the Card Account with any fees or charges. The Annual Percentage Rate and other fees and charges applying to the Card Account are variable in accordance with paragraph 24. The Card Account will be debited with an annual fee (where an annual fee is applicable) in accordance with the Credit Card Contract Schedule and Terms, unless the Card Account features a waiver of the first year’s annual fee. The fee is then charged in subsequent years on or after the anniversary of the first debit unless waived by Qudos Bank.

Qudos Bank reserves the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards. Qudos Bank is irrevocably authorised to debit your Card Account with those fees. Prior to charging any fee, Qudos Bank will advise you of those fees in writing. You will be advised by Qudos Bank, in writing, of any currently applicable fees and charges at the time you apply for your VISA Credit Card.

## 21. Interest charges

Interest charges on all transactions will be calculated and charged for each statement cycle at the statement date. Details of the interest charges will be shown on your statement. Information on current interest rates and fees applying to your VISA Credit Card are available on request from Qudos Bank.

Cash Advances and purchases outstanding at the beginning of a statement cycle and recorded during the statement cycle are separately assessed for interest charges.

The interest charged on Cash Advances is calculated from the date the transaction is debited to the Card Account (the “posting date”) until the amount is paid in full.

The interest charged on purchases is calculated from the posting date until the amount is paid in full, unless

the purchase is eligible to obtain the benefit of an interest free period. Clauses 6 and 6A of the Credit Card Contract Terms explains how interest is calculated and applied, including the effect of interest free periods on that calculation.

## 22. Government fees and charges

Qudos Bank reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your VISA Credit Card by any government or by any regulatory authority. Qudos Bank is also irrevocably authorised to debit your Card Account with those fees, charges, duties and taxes.

## 23. Payments

Unless otherwise advised by Qudos Bank in writing, the minimum payment required to be paid by the Primary Cardholder each month will be shown on the Card Account Statement. The due date will be specified on the Card Account statement. You must pay at least the minimum payment shown on your statement by the due date.

Qudos Bank shall advise you in writing how it calculates the minimum payment required. In the absence of any such notification the minimum amount shall be calculated at 2% of the closing balance or \$10.00, whichever is the greater, plus all past due amounts from previous statements and any amount that exceeds the credit limit applying to your VISA Credit Card.

Unless otherwise advised by Qudos Bank in writing, all payments made to your Card Account will be applied in the following order:

- (1) government duties, taxes, charges or rates;
- (2) fees or charges;
- (3) interest charges;
- (4) Cash Advances shown on the statement;
- (5) purchases shown on the statement;
- (6) Cash Advances not shown on the statement;
- (7) purchases not shown on the statement;
- (8) fees and charges not shown on the statement; and
- (9) government duties, taxes, charges or rates not shown on the statement.

If you (being the primary Cardholder) have money in any account with Qudos Bank (other than the Card Account) Qudos Bank can, but need not, use it to pay amounts owing under the Credit Card Contract.

To the maximum extent allowed by law, you give up any right to set off amounts Qudos Bank owes you against amounts you owe Qudos Bank under the Credit Card Contract. You must pay any amount owing by you under the Credit Card Contract without deducting amounts you claim are owing by Qudos Bank or any other person to you.

## 24. Changes to conditions of use

Qudos Bank reserves the right to change these CONDITIONS OF USE and to vary the fees and charges that apply to your VISA Credit Card.

Qudos Bank will notify you in writing at least 20 days (or such longer period required by law) before the effective date of a change if it is going to:

- > impose or increase charges for transactions at Electronic Banking Terminals or for issuing additional or replacement VISA Credit Cards;
- > increase your liability for unauthorised use; or
- > adjust daily withdrawal limits.

Qudos Bank may elect to notify you of other changes (or where allowed by law, any of the above changes) either through:

- > notices on, or sent with account statements;
- > notices on Electronic Banking Terminals or in branches;
- > press advertisements in newspapers circulating in your State or Territory; or
- > a notice on Qudos Bank's website.

In addition, in the last three cases, Qudos Bank will give you written advice of the changes at the time of your next account statement.

Written notice will not be given of a variation that is required by an immediate need for Qudos Bank to restore or maintain the security of its systems or your linked accounts.

You will be taken to have received a written notice from Qudos Bank under this paragraph 24 in the due course of post, if it is mailed, to the last address for you known to Qudos Bank. If a written notice is delivered to you personally the date of delivery is the date you receive the notice.

If you retain and use your VISA Credit Card after notification of any authorised changes, you agree your use of your VISA Credit Card shall be subject to those changes.

## **25. Exclusion of financial institution liability**

The display on any premises of promotional material referring to VISA is in no way to be treated as a guarantee that your VISA Credit Card may be used in any Electronic Banking Terminal on those premises.

Qudos Bank bears no liability for any refusal of a merchant or agent to accept your VISA Credit Card.

Qudos Bank bears no liability for cancelling your VISA Credit Card or any Additional Card where it considers those cards may have been or could be used fraudulently.

Qudos Bank does not give any warranty for any goods or services obtained from a merchant or agent through the use of your VISA Credit Card.

You acknowledge and accept that all complaints about those goods and services must be addressed to the supplier or merchant of those goods and services.

You should always enquire before selecting goods or services if your VISA Credit Card will be accepted by the merchant or agent occupying the premises.

## **26. Regular payment arrangement**

You should keep a record of all of your regular payment arrangements in a safe place.

You are responsible for notifying the merchant when your account details change, including a change in your card number and/or change in your card expiry date. You should contact the merchant at least 15 days prior to the next scheduled payment. If you close your account, are issued with a new card (e.g. your card is lost or stolen), or receive a replacement card (e.g. your old card expires), you should update your details with your merchant straight away.

Until you notify the merchant, we are required to process transactions from the merchant based on the details provided by the merchant. This means that payments may be rejected if the details are not correct.

You can visit our website to generate a letter to change your account details, which you can send to your merchant. We recommend you also keep a copy for your records.

You will need your original agreement and any change letter if your merchant does not comply with your request in a timely manner and you decide to dispute incorrect regular payments.

Any problems with your regular payments, including failure by your merchant to act on a request to change your account details, should be taken up directly with your merchant first. If you need further assistance to resolve an issue between yourself and your merchant, please contact us.

## **27. Other general conditions**

These Conditions of Use govern your VISA Credit Card access to your Card Account and any linked accounts, at Qudos Bank. Each transaction on any linked account is also governed by the Terms and Conditions to which that account is subject. If there is any inconsistency between these Conditions of Use and the terms applicable to any of your accounts, these Conditions of Use prevail except to the extent that they are contrary to any applicable legislation, the ePayments Code or any relevant industry code of practice.

You agree that you will promptly notify Qudos Bank of any change of address for the mailing of any notifications, which Qudos Bank is required to send to you.

If your VISA Credit Card is issued on a joint account, each party to that account is jointly and severally liable for all transactions on the VISA Credit Card. If the Primary Cardholder constitutes more than one party, the liability of each such party shall be joint and several.

To protect against fraud, you cannot withdraw the value of deposited cheques until three business days after the deposit has been made.

In certain circumstances Qudos Bank may extend this period. If drawings are made by you against a deposited cheque before it has been paid by Qudos Bank upon which it has been drawn, you agree that you must reimburse Qudos Bank if the cheque is subsequently dishonoured.

To protect itself and you against fraud, Qudos Bank may monitor your Visa Credit Card usage. If, in Qudos Bank's opinion your card is suspected of being used fraudulently (or could be), you authorise Qudos Bank to cancel your Visa Credit Card and any additional cards without notice to you, and you agree to hold harmless Qudos Bank for any loss or damage you or an Additional

Cardholder may sustain as a result of your VISA Credit Card or any Additional card being cancelled.

You may not assign your rights under this contract to any other person. Qudos Bank may assign its rights or transfer the contract to another person. If Qudos Bank transfers or assigns the contract, the contract will apply to the transferee or assignee as if it were named as Qudos Bank.

If Qudos Bank fails to exercise or delay in exercising any of its rights under these Conditions of Use, that failure or delay does not constitute a waiver of its rights. Qudos Bank may exercise its rights under these Conditions of Use at any time, despite any previous failure or delay on its part.

A certificate signed by an officer of Qudos Bank stating the balance of the Card Account is sufficient evidence of the amount of the Primary cardholder's liability to Qudos Bank at the date of issuing the certificate.

You agree that Qudos Bank may engage agents to facilitate settlement of transactions you or Additional Cardholders create by using your VISA Credit Card and any additional cards and to monitor those transactions for fraud detection purposes. Where such agents are engaged, you agree that Qudos Bank may provide your personal information and transactional information to those agents, providing the agent agrees to hold such information confidentially and to only use it for the purpose in which it is given.

Qudos Bank may be able to arrange insurance to cover your repayments on the occurrence of certain events such as unemployment or sickness.

In this event Qudos Bank is required by law to provide to you:

- > the name of the insurer;
- > the calculation of the premium;
- > the coverage of the insurance; and
- > any commissions payable.

## 28. Definitions

- > **Access Code** means a secret personal identification code used in conjunction with telephone banking, online banking or such other services we may advise you from time to time.
- > **Access method** means a method authorised and accepted by Qudos Bank as authority to act on an instruction given through Electronic Equipment, which may include one, or a combination of, a Visa Credit Card, Identifier, PIN, Chip or an Access Code. It does not include a method where a manual signature is the principal means of verifying the authority to give the instruction.
- > **Additional Cardholder** means the person(s) who from time to time is/are issued with an additional card for use on the Card Account at the request of the Primary Cardholder.
- > **ATM** means an Automated Teller Machine.
- > **Card Account** means the account you have with Qudos Bank to which you may obtain access by use of the VISA Credit Card.
- > **Chip** means the electronic chip that forms part of your Visa Credit Card.
- > **Contactless Reader** means any point of sale device which may be used to make a purchase by use of a chip alone.
- > **EFTPOS** means Electronic funds transfer at point of sale.
- > **Electronic Banking Terminal** means an ATM or EFTPOS device owned by Qudos Bank or included in an authorised interchange network.
- > **Exchange Control** means the central banking authority, or any similar institution, that is responsible for regulating any overseas monetary system or non-cash payment system.
- > **Electronic Equipment** includes an Electronic Banking Terminal, a computer and a telephone.
- > **Financial Institution** means Qudos Bank with which you hold your VISA Credit Card account.
- > **Identifier** means information provided by us to access your Card Account using Electronic Equipment and which is not required to be kept secret. An Identifier includes the Visa Credit Card number and expiry date.
- > **Non EFT Transaction** means any transaction which is processed without you using your access method.
- > **PayWave** means the PayWave payments technology developed and offered by VISA as a method of

making a purchase by use of a Contactless Reader.

- > **PIN** means the secret personal identification number relating to a VISA Credit Card.
- > **Primary Cardholder** means the person who opens the Card Account.
- > **You** means the Primary Cardholder.

## **29. Interpretation**

For the purposes of these Conditions of Use:

- > “day” means a 24 hour period commencing at midnight Eastern Standard Time or Eastern Summer Time, as the case may be, in Sydney;
- > “business day” means any day Qudos Bank in your State or Territory is normally open for business.

A reference to:

- > one gender includes the other gender;
- > the singular includes the plural and the plural includes the singular; and
- > any dollar amount is an Australian dollar amount.

# Qudos Bank Visa Platinum Rewards Program Terms and Conditions

Please read these Terms and Conditions carefully. They set out the circumstances in which Qantas Points may accrue by your use of the Credit Card, be credited to your Qantas Frequent Flyer Membership Account or be cancelled.

The Qudos Bank Visa Platinum Rewards Program that is described in these Terms and Conditions applies only to cardholders that hold a Qudos Bank Visa Platinum credit card.

To earn Qantas Points in the Qudos Bank Visa Platinum Rewards Program, you (as the Primary Cardholder) must be a member of the Qantas Frequent Flyer Program and have supplied to Qudos Bank your valid Qantas Frequent Flyer Membership Number. You cannot supply a Qantas Frequent Flyer Program Membership Number of any Additional Cardholder or other third party. You will only be credited with Qantas Points you have earned after you have advised us of your Qantas Frequent Flyer Membership Number. Qantas Points cannot be credited to your Qantas Frequent Flyer Membership Account unless you provide us with your Qantas Frequent Flyer Membership Number.

## 1. General

These Terms and Conditions govern your participation in the Qudos Bank Visa Platinum Rewards Program.

The activation of your Credit Card will be taken to signify your understanding and acceptance of these Terms and Conditions.

Words that are capitalised in these Terms and Conditions are defined in either clause 2 of these Terms and Conditions, clause 2 of the Credit Card Contract Terms or clause 28 of the Credit Card Conditions of Use.

## 2. Definitions

In these Terms and Conditions:

- › **Bonus Partner** means a merchant or business with which Qudos Bank has entered into an agreement for the provision of certain benefits to you.
- › **Bonus Points** means Qantas Points that Qudos Bank offers from time to time whereby additional or bonus Qantas Points are earned, for special goods or services, for transactions with a specific merchant or in accordance with a special promotion.
- › **Business Expenses** means transactions that are deemed by Qudos Bank to be wholly or partly for a business or investment purpose.
- › **Calendar Month** means each month or part thereof where you accrue Qantas Points in accordance with these Qudos Bank Visa Platinum Rewards Program Terms and Conditions.
- › **Credit Card** means the Qudos Bank Visa Platinum Credit Card.
- › **Eligible Transaction** means the purchase of goods or services from merchants accepting your Credit Card (including GST payable for those goods or services by you) excluding the Ineligible Transactions.
- › **Ineligible Transaction** means any of the following transactions:
  - a. balance transfers;
  - b. payments to the Australian Taxation Office;
  - c. cash advances;
  - d. special promotions;
  - e. purchases of foreign currency or traveller's cheques;
  - f. business expenses;
  - g. BPay transactions;
  - h. any fee or charge, including any government charges or duties and any fee or charge for your membership of and participation in the Qantas Frequent Flyer Program;
  - i. interest and finance charges payable or paid on your Card Account;
  - j. enforcement expenses;
  - k. transactions which are disputed, fraudulent or involve the abuse or unauthorised use of your Qudos Bank Visa Platinum Credit Card;
  - l. payments and purchases which are refunded or reimbursed; and
  - m. payments made by you to other Qudos Bank loan accounts.
  - n. payments nominated by Qudos Bank from time to time.

- › **Monthly Rewards Balance** means the total number of Qantas Points that you have earned during a calendar month.
- › **Qantas** means Qantas Airways Limited ABN 16 009 661 901 (or such other company that operates the Qantas Frequent Flyer Program from time to time).
- › **Qantas Frequent Flyer Membership Account** means the Qantas Frequent Flyer Program Membership Account of the Primary Cardholder.
- › **Qantas Frequent Flyer Membership Number** means the Qantas Frequent Flyer Program Membership Number assigned by Qantas to the Primary Cardholder.
- › **Qantas Points or Points** means points in the Qantas Frequent Flyer Program.
- › **Qantas Frequent Flyer Program** means the loyalty program of that name that is operated by Qantas.
- › **Qantas Frequent Flyer Terms and Conditions** means the Terms and Conditions entered into between Qantas and a person that wishes to participate in the Qantas Frequent Flyer Program (as amended or substituted from time to time by Qantas). For details visit [qantas.com/frequentflyer](http://qantas.com/frequentflyer)
- › **Qudos Bank** means Qudos Mutual Limited ABN 53087 650 557 ACL 238305
- › **Rewards Account** means the Rewards Program account we establish in the Primary Cardholder's name for the purposes of recording Qantas Points in accordance with these Terms and Conditions.
- › **Rewards Program** means the Qudos Bank Visa Platinum Rewards Program (not the Qantas Frequent Flyer Program).
- › **Terms and Conditions** means these Qudos Bank Visa Platinum Rewards Program Terms and Conditions, as amended from time to time.

### 3. Eligibility for membership

- 3.1 You are automatically a member of the Rewards Program if you have a Visa Platinum Credit Card Account. Additional Cardholders are not eligible for membership of the Rewards Program in their own right, but Points will be allocated to your Rewards Account for Eligible Transactions by Additional Cardholders.
- 3.2 Your membership of the Rewards Program is at Qudos Bank's discretion and we may cancel or

suspend your membership of the Rewards Program at any time.

- 3.3 Your membership of the Rewards Program is automatically cancelled if your Card Account is closed.
- 3.4 You will not be eligible to participate in the Rewards Program during any period in which you are in breach of your Credit Card Contract. For so long as you remain in breach of your Credit Card Contract your Rewards Account will be suspended and:
- a. you will not be allocated Points on any Eligible Transactions;
  - b. Points will not be allocated to your Rewards Account or credited to your Qantas Frequent Flyer Membership Account.
- 3.5 Qudos Bank reserves the right to charge an annual fee for your membership of, and participation in, the Rewards Program.
- 3.6 You cannot transfer your membership of the Rewards Program to any other person.
- 3.7 Qudos Bank may change the basis on which the program operates or suspend or terminate the Rewards Program at any time without prior notice to you.

### 4. How You Can Earn Qantas Points

- 4.1 Subject to clauses 5 and 6 below and these Terms and Conditions, you will:
- a. earn Qantas Points (which will be recorded in your Rewards Account) each time you or an Additional Cardholder uses the Qudos Bank Visa Platinum Credit Card for Eligible Transactions, whether in Australia or in any other country; and
  - b. Qantas Points earned will be credited from your Rewards Account to your Qantas Frequent Flyer Membership Account monthly, which may be redeemed for rewards in the Qantas Frequent Flyer Program in accordance with the Qantas Frequent Flyer Terms and Conditions.
- 4.2 Qudos Bank will allocate Qantas Points to your Rewards Account for every whole Australian dollar of the total value of all Eligible Transactions (the total value is rounded down to the whole Australian dollar value, ignoring cents) charged to your Card Account in accordance with the table below:

Total Eligible Transactions per calendar month	Points earned for every whole Australian dollar
\$1 - \$2,500	1 Point
\$2,501 & above	0.5 Point

Each Qudos Bank customer is limited to earning Qantas Points to an annual maximum of \$200,000 of Eligible Transactions per customer each financial year starting 1 July 2016, regardless of the number of Qudos Bank Visa Platinum Credit Cards held by that customer.

Bonus Points may be allocated on an Eligible Transaction at Qudos Bank's absolute discretion. Qudos Bank will make Bonus Points available on such Terms and Conditions as Qudos Bank determines, including the period of time the relevant Bonus Points are available. Bonus Points are not included in the annual Eligible Transaction cap.

## 5. Qantas Frequent Flyer Program

- 5.1 To earn Qantas Points from your Qudos Bank Visa Platinum Credit Card, you (as the Primary Cardholder) must be a member of the Qantas Frequent Flyer Program and have supplied Qudos Bank with your valid Qantas Frequent Flyer Membership Number. The name on your Qantas Frequent Flyer Membership Account and your Credit Card Account must be identical for us to credit Qantas Points earned to your Qantas Frequent Flyer Membership Account. The Qantas Frequent Flyer Program is available only to individuals. Membership of the Qantas Frequent Flyer Program and Qantas Points is subject to the Terms and Conditions of the Qantas Frequent Flyer Program. A joining fee may apply. For details visit [qantas.com/frequentflyer](http://qantas.com/frequentflyer).
- 5.2 You acknowledge and authorise Qudos Bank and Qantas to exchange your personal information (including your name, address, email address, date of birth and Qantas Frequent Flyer Program membership details) to ensure that you can earn Qantas Points under and subject to these Terms and Conditions and the Qantas Frequent Flyer Program Terms and Conditions (available at [qantas.com/frequentflyer](http://qantas.com/frequentflyer)) and that you can be provided with the benefits of both programs.
- 5.3 Qantas Points are offered at Qudos Bank's discretion and do not constitute your property. You cannot

transfer your Qantas Points to any other person or entity. In the case of your death or bankruptcy, any Qantas Points that you have earned (whether or not allocated to your Rewards Account) but which have not been credited to your Qantas Frequent Flyer Account will automatically be forfeited and cannot be used by any other person.

- 5.4 Qantas Points earned through the Rewards Program are offered in accordance with these Terms and Conditions and have no cash or monetary value. You cannot transfer your Qantas Points to any other person or entity other than in limited circumstances in accordance with the Qantas Frequent Flyer Terms and Conditions. Once credited to your Qantas Frequent Flyer Account, Qantas Points are subject to the Qantas Frequent Flyer Terms and Conditions.
- 5.5 Any air travel undertaken as a result of participation in the Qantas Frequent Flyer Program is subject to the Qantas Frequent Flyer Terms and Conditions and the Qantas Conditions of Carriage as amended from time to time. For details visit [qantas.com/frequentflyer](http://qantas.com/frequentflyer)
- 5.6 A Primary Cardholder may only earn points for one Rewards Account which must be in the name of the Primary Cardholder. Non-individuals (e.g. companies or other organisations) are ineligible to earn points.

## 6. How Qantas Points are Credited to Your Qantas Frequent Flyer Membership Account

- 6.1 If you have supplied your Qantas Frequent Flyer Membership Number to Qudos Bank, at the end of each statement period, Qudos Bank will calculate your Monthly Rewards Balance as contained in your Rewards Account. Qudos Bank will then arrange for your Monthly Rewards Balance to be sent to Qantas and the Qantas Points earned will be credited to your Qantas Frequent Flyer Membership Account. This may take approximately up to 10 days.
- 6.2 If you do not supply Qudos Bank with your Qantas Frequent Flyer Membership Number prior to making Eligible Transactions using your Credit Card, Qantas Points that would otherwise be earned from Eligible Transactions will accrue until such time as the Primary Cardholder supplies the Qantas Frequent Flyer Membership Number to Qudos Bank. At that time, all accrued Qantas Points will be added to the current month's Monthly Rewards Balance and

credited to your Qantas Frequent Flyer Membership Account in accordance with section 5.1.

6.3 Subject to section 4.1, once your Qantas Points are successfully credited to your Qantas Frequent Flyer Membership Account, the Qantas Points are governed by the Qantas Frequent Flyer Terms and Conditions. If you have a query in relation to Qantas Points (earned through the Rewards Program) either not showing up on your Monthly Rewards Balance or not being credited to your Qantas Frequent Flyer Membership Account, please contact us on 1300 747 747.

6.4 Any questions or queries in relation to the Qantas Frequent Flyer Program generally, must be referred to Qantas.

6.5 When you obtain a refund or reimbursement of an Eligible Transaction pursuant to which you earned Qantas Points (for example, when you return goods or cancel bookings), any Qantas Points allocated as a result of that Eligible Transaction will be reversed accordingly. Any negative balance in your Rewards Account will be carried over to the next month.

6.6 If Qudos Bank terminates the Rewards Program, you cancel your membership of the Rewards Program or your Credit Card Account is closed, your membership of the Rewards Program is automatically cancelled and any Points that have not been credited to your Qantas Frequent Flyer Account at that time are forfeited.

6.7 You and any Additional Cardholder may use the telephone and online services provided by Qudos Bank to:

- a. obtain information about Points you have earned from the use of your Credit Card; and
- b. perform other functions authorised by us.

6.8 Where you or any Additional Cardholder use the telephone or online services provided by Qudos Bank, you agree they are governed and bound by the Terms and Conditions of those services.

6.9 Qudos Bank will provide you with a statement of the points to be credited to your Qantas Frequent Flyer Account for a statement period with your statement of account for that period. If you are registered to use Qudos Bank's online services you may check your available Points using that service.

## 7. When you will not earn Qantas Points

7.1 You will not earn Qantas Points:

- a. if your Card Account is in arrears for more than 30 days.
- b. if you are in default under the Credit Card Contract (including these Terms and Conditions) and have been provided with notice by Qudos Bank of this default;
- c. from the date that your Credit Card account is suspended or terminated in accordance with the Credit Card Conditions of Use;
- d. for Eligible Transactions that arise after the expiry date of your Credit Card;
- e. if you lose your Credit Card, until such time as a new Credit Card is issued to you by Qudos Bank;
- f. where you dispute an Eligible Transaction; or
- g. for transactions that are fraudulent.

7.2 If Qantas Points are allocated to you after any of the events set out in section 6.1 apply, then Qudos Bank will reverse that allocation accordingly.

## 8. Terminating your Qantas Points

8.1 Qudos Bank may cancel your Qantas Points not yet credited to your Qantas Frequent Flyer Membership Account at any time if:

- a. you breach the Credit Card Contract (including these Terms and Conditions) and you fail to remedy that default within 30 days after receiving a written notice from Qudos Bank requesting you to remedy the default; or
- b. you close your Credit Card account.

8.2 Qudos Bank may restrict the crediting of any available Qantas Points to your Qantas Frequent Flyer Membership Account in circumstances where:

- a. you are in default in accordance with section 8.1 above; and
- b. Qudos Bank has notified you of this default and advised you that it will restrict access to your Qantas Points if you do not rectify the relevant default in accordance with the timeframes set out in the notice Qudos Bank provided to you.

## 9. Changes to Qudos Bank Visa Platinum Rewards Program Terms and Conditions

9.1 Qudos Bank reserves the right to change at any time these Terms and Conditions (including the number of Qantas Points that you earn or the way in which you earn Qantas Points) by giving you:

- a. at least 30 days notice if Qudos Bank reduces the number of Qantas Points that you will earn for each Australian dollar charged to your Credit Card account for Eligible Transactions; and
- b. notice at such time as Qudos Bank determines appropriate for other changes.

9.2 Qudos Bank will give you at least 60 days notice of the discontinuation of the Rewards Program.

9.3 Qudos Bank may notify you of changes either through:

- a. a letter or email to your last known address;
- b. notices on, or sent with account statements; or
- c. press or website advertisements.

## 10. Tracking your Qantas Points

10.1 You will be able to track the number of Qantas Points you earn through the Rewards Program by referring to your Credit Card statement or by logging on to [qantas.com/frequentflyer](https://qantas.com/frequentflyer) and following the instructions for Qantas Frequent Flyer member log in.

## 11. General

11.1 Qudos Bank may change these Rewards Terms and Conditions at any time. A change will either be advertised in the national press, in our newsletter, or be provided to you in writing no later than the day on which the change takes effect, unless these Terms and Conditions or any applicable law or code of conduct requires us to do something different.

11.2 All complaints regarding Points or any other matter under these Terms and Conditions will be resolved by us in accordance with Qudos Bank's dispute resolution processes.

11.3 You are responsible for any taxation liability or other government charge or reporting requirement arising from the Rewards Program or the redemption of Points. We do not offer any advice or accept any responsibility with respect to these matters.

11.4 The failure by use to enforce a particular term or condition does not constitute a waiver of that term or condition by us.

11.5 By activating your Credit Card you confirm your request to have your existing Qantas Frequent Flyer Membership Account linked to your Card Account (or if you are not a member of that program, your request for us to arrange your membership of that program) and your acceptance of the Terms and Conditions of that program and this Rewards Program. It is your obligation to ensure that we have the correct Qantas Frequent Flyer Program Membership Number on file for you. Please contact us if your information changes or if we do not have your correct Qantas Frequent Flyer Program Membership Number of if you start using your Credit Card and your Points are not being credited to your Qantas Frequent Flyer Membership Account within 8 weeks of you starting to use your Credit Card.



**For more information or to apply, contact us:**



Call us on 1300 747 747



Visit [qudosbank.com.au](https://qudosbank.com.au)



Meet with one of our member service representatives in branch

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