

Bendigo Business Credit Card.

Terms and Conditions.

29 March 2018



Bendigo and Adelaide Bank Limited
The Bendigo Centre
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Australian Credit Licence 237879

Bendigo Business Credit Card Standard Terms and Conditions.

Please note that we have made changes to the Terms and Conditions applicable to your Bendigo Bank Business Credit Card account, effective 1 August 2017.

For your reference, we have provided a copy of the updated version.

There are no changes to the fees and charges that are currently applicable to your Bendigo Bank Business Credit Card account.

Should you have any questions, please contact **1300 BENDIGO.**

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The Conditions of Use booklet does not contain all the required precontractual information. Other precontractual information is contained in the Bendigo Credit Card Schedule enclosed with this booklet.

The Electronic Banking Conditions of Use in conjunction with the Credit Card Conditions of Use apply for any transactions that are generated using a Personal Identification Number (PIN). For the cost of other services refer to the Schedule of Fees, Charges and Transaction Account Rebates, available from branches or online.

You should read these Conditions of Use, the Bendigo Credit Card Schedule, the Electronic Banking Conditions of Use and the Schedule of Fees, Charges and Transaction Account Rebates carefully before using your Bendigo Credit Card. You should also keep these documents for your future reference.

Conditions of use

Some of the words used in these Conditions of Use have special meanings. When a word with a special meaning is used, it is printed in italics (*like this*). These special meanings are set out in condition 33 of these Conditions of Use.

1. What you owe us

- 1.1 You agree that we may debit to your card account and you must pay to us amounts debited for:
- purchases (the price of goods and services obtained from a merchant *including* by mail, electronic and telephone orders) charged to your card account (this *includes* direct debits where you provide the merchant with your card number);
 - cash advances charged to your card account (this *includes* direct debits where you provide the merchant with the BSB and account number of your card account);
 - interest charges (see condition 11);
 - fees and charges (see condition 12);
 - enforcement expenses (see condition 16.3, 16.4 and 16.5); and
 - any other amount you must pay in connection with this *contract* on the date it becomes due.

2. Your Bendigo Business Credit Card

- 2.1 You must be 18 years of age or more to apply for a Bendigo Business Credit Card.
- 2.2 The issue and use of a Bendigo Business Credit Card is at all times at our discretion. The Bendigo Business Credit Card will always remain our property and must be returned to us on demand.
- 2.3 We may issue replacement Bendigo Business Credit Cards at any time. If we issue a replacement

Bendigo Business Credit Card to you or a person appointed under clause 18.1 or clause 18.2, you or a person appointed under clause 18.1 or clause 18.2, must not use the Bendigo Business Credit Card it replaces and you remain liable for any use of the replaced card.

- 2.4 Before the expiry date of your Bendigo Business Credit Card, we will automatically issue a renewal Bendigo Business Credit Card unless you request us in writing not to do so.
- 2.5 Your Bendigo Business Credit Card is only valid for the period shown on it.
- 2.6 You must ensure that you:
- sign your Bendigo Business Credit Card as soon as you receive it (unless you are a company who has requested that the card be issued to a nominated individual under condition 29.1 or condition 29.2) and ensure that any *additional cardholder* also immediately signs his or her Bendigo Business Credit Card;
 - keep your card and PIN secure. Your PIN is your electronic signature. Do not tell anyone your PIN, not even family members;
 - check regularly that you have your card in your possession;
 - take steps to ensure that no one else has access to the PIN notification you receive through the mail. We recommend that you destroy the PIN notification once you have memorised it;
 - if you cannot remember your PIN without assistance do not record your PIN on your card and do not store or carry any record of your PIN in an undisguised form with the card (merely placing a couple of digits at the beginning or end of your PIN disguising it as a telephone number, postcode or birth date is not sufficient);
 - do not let anyone use your card. You may be legally liable if someone else uses your card and PIN with or without your permission;
 - collect your card from the ATM after completing a transaction;
 - destroy expired cards;
 - you must also ensure that any *additional cardholder* does each of these things.

- 2.7 You can normally use a Bendigo Business Credit Card to carry out transactions in Australia and overseas where the Mastercard logo is displayed.

However, the fact that the Mastercard logo is displayed at the premises does not mean that we guarantee that all goods and services available there may be obtained by using a Bendigo Business Credit Card. We are not responsible if a merchant or financial institution refuses to accept a Bendigo Business Credit Card, does not allow cash

withdrawals or places other limitations on using a Bendigo Business Credit Card.

2.8 We may refuse to approve a proposed transaction if:

- a) the transaction would take *your account balance* over the *credit limit*;
- b) the Bendigo Business Credit Card has been reported lost or stolen; or
- c) we have other good reason to do so.

2.9 You or any *additional cardholder* may be required to produce suitable identification when using a Bendigo Business Credit Card.

2.10 We are not responsible for the following, unless the law says we are:

- a) *any* goods or services which *you* have obtained from a merchant using *your* Bendigo Business Credit Card; and
- b) any refund by a merchant.

If *you* have any complaints about goods or services, *you* must raise them directly with the merchant.

3. Personal details

3.1 You must choose a *password* for *your* Bendigo Business Credit Card. We may ask *you* for this *password* at any time as further proof of *your* identity.

3.2 You must notify *us* immediately if *you* change *your* name or address. This will ensure *our* records are up to date in the event that we mail *your* reissued Bendigo Business Credit Card directly to *you*.

4. Lost stolen cards

4.1 You must notify *us* immediately if *your* Bendigo Business Credit Card is lost or stolen or *you* suspect that *your* Bendigo Business Credit Card has been used without *your* permission. You must give *us* all relevant information *you* may have. You must confirm in writing any notice *you* give *us* by telephone.

4.2 You may notify *us* in Australia by telephoning *our* 24 hour hotline on 1800 035 383 or by informing any of *our* branches. If *you* are overseas, please telephone the following 24 hour reverse charges number, +1 636 722 7111. Alternatively, call in at any bank displaying the Mastercard logo.

5. Your liability

5.1 You are not liable for any transactions performed without *your* permission unless *you* have contributed to the losses by:

- a) letting someone else use *your* Bendigo Business Credit Card; or
- b) unreasonably delaying in notifying *us* of the loss, theft or unauthorised use of *your* Bendigo Business Credit Card; or

- c) leaving a card in an ATM which incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

If *you* did either of these things, we may hold *you* liable for all transactions carried out using *your* Bendigo Business Credit Card up to the time *you* notify *us* of the loss, theft or unauthorised use of *your* Bendigo Business Credit Card.

6. Disputed transactions

6.1 A disputed transaction may include:

- a) An unauthorised transaction – a transaction which *you* believe was not authorised by use of the card or *account* by a cardholder. This *includes* any unauthorised telephone, internet or mail orders or any other unauthorised transactions on *your account*.
- b) General dispute – a transaction which *you* wish to dispute. This may include a transaction which has been processed to *your account* more than once, or a transaction which was authorised by the use of *your* card or *account* which *you* wish to dispute.

6.2 Despite notifying *us* of a disputed transaction, pending resolution of the dispute, *you* remain liable for any *cash advance* or purchase made by a cardholder or any *person* authorised by a cardholder.

6.3 If a dispute is withdrawn or resolved in favour of the merchant a voucher retrieval fee may apply.

6.4 If we need to order a copy of a voucher in order to investigate a disputed transaction, a fee will apply for any voucher subsequently identified as valid.

6.5 Whilst we investigate *your* dispute, *you* should continue to pay *your* minimal payment in order to avoid any late fees or arrears.

6.6 Where a dispute is resolved in *your* favour, we will make the necessary adjustments to any interest and fees charged as a result of *your* dispute.

6.7 For any other type of dispute refer to the Bendigo Business Accounts and Facilities Terms & Conditions for further information.

6.8 We recommend *you* carefully check all entries on *your* statement.

6.9 You should immediately notify Bendigo Bank of any unauthorised transaction(s).

6.10 To report an unauthorised transaction, please contact the Bendigo Bank by:

- Secure email
- Downloading a form from our website at www.bendigobank.com.au
- Telephone 1300 236 344; or
- In person at *your* local branch.

7. Timeframes

7.1 Chargeback rights

Mastercard has a dispute resolution process that is contained in the operating rules of the credit card scheme. This process sets out specific circumstances and timeframes in which a member of the scheme (e.g. a bank) can claim a refund in connection with a disputed transaction on a cardholder's behalf. This is referred to as a 'chargeback right'.

Our ability to investigate any disputed transaction on *your account*, and subsequently process a chargeback is restricted by the time limits imposed under the operating rules of Mastercard.

The timeframes for *us* to process a chargeback (where a chargeback right exists) vary between 45 days and 120 days, depending on the type of disputed transaction.

We will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with Mastercards rules.

7.2 Timeframes for notifying *us*

Our ability to dispute a transaction on *your* behalf (where a chargeback right exists) may be lost if *you* do not notify *us* within the required timeframes.

For this reason, it is in *your* interest to report any disputed transaction to *us* immediately and certainly no later than the due date shown on the statement of *account*.

Where it can be shown that *you* have unreasonably delayed notifying *us*, *you* may be liable for the loss on any disputed transaction.

Important: No refunds are available under credit card scheme rules where *your* Bendigo Credit Card has been used to fund a BPAY® payment through the BPAY scheme. Refunds in connection with the BPAY scheme can be claimed only using the process outlined in the Bendigo Business Accounts and Facilities Terms and Conditions.

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7.3 Electronic transactions

If the ePayments Code is applicable to a disputed transaction, the timeframes as specified in 7.1 may not apply in certain circumstances.

8. Foreign currency transactions

8.1 Transactions in foreign currency amounts charged to *your card account* incur a 3% fee. They are then converted either (depending on the foreign currency being converted):

- a) into Australian dollars at the appropriate *Mastercard International exchange rate* as at the date of processing; or
- b) into United States dollars and then into Australian dollars at the appropriate *Mastercard International exchange rate* as at the date of processing.

8.2 The Australian dollar amount is then debited or credited to *your card account*.

8.3 When *you* use *your* Bendigo Business Credit Card outside Australia *you* are bound by any exchange control requirements of the Reserve Bank of Australia.

9. Cash advances

9.1 The maximum amount of any *cash advance* *you* can get from *us* will depend on the amount of available credit and the means *you* use to obtain the *cash advance*.

9.2 The minimum and maximum amount of any *cash advance* *you* can get from any financial institution other than *us* will depend on the requirements of that financial institution.

9.3 If *you* provide a merchant with the BSB and *account* number of *your card account* to establish a direct debit, it will be treated as a *cash advance* and interest will be calculated and charged and payments will be credited towards the amount accordingly.

10. Credit limit

10.1 *Your account balance* must not exceed *your credit limit*.

10.2 If *your account balance* 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 13.2).

10.3 We may reduce or cancel *your credit limit* if the circumstances in clause 15.3 exist. If we do so, we will notify *you* as soon as possible.

If we reduce *your credit limit* below *your account balance*, we will not require *you* to repay the difference immediately. Instead, *you* may reduce *your account balance* over time (if *you* pay at least the minimum repayments), but *you* will not be able to use *your card* until the *account balance* is less than the new *credit limit*.

10.4 We may allow a temporary *credit limit* increase for a nominated period. If we do this, then at the end of that period:

- a) *your credit limit* reduces to that which applied before the temporary *credit limit* increase; and
- b) *you* must immediately pay *us* any amount by which the debit balance of *your card account*

exceeds *your credit limit* that applied before the temporary *credit limit* increase. This payment obligation is in addition to *your* normal repayment obligation (see condition 13.2).

- 10.5 *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*.

11. Interest charges

- 11.1 The daily percentage rate is the *annual percentage rate* for a day divided by 365, except in a leap year when it is the *annual percentage rate* divided by 366.

We publish our reference rates in a major newspaper on the last day of publication each month. *You* can find out what the current *annual percentage rate* under this *contract* is by asking any of *our* officers at any of *our* branches or by telephoning *our* Customer Advocate Office on 1300 361 911 during business hours.

Calculating interest charges

- 11.2 We charge interest on *cash advances*. Subject to any interest-free period, we charge interest on purchases that form part of *your account balance*. We also charge interest on any fees, charges and interest outstanding at the end of any interest free period. We can also charge interest on enforcement expenses.

We calculate interest charges on the relevant daily balance of *your account* (that is, those parts of *your account balance* that are subject to interest charging), by applying the daily percentage rate to that relevant daily balance.

Interest on cash advances

- 11.3 Interest accrues on unpaid *cash advances* from the date that they are charged to *your account* until they are paid.

Interest on other amounts

- 11.4 Interest does not accrue on amounts, other than unpaid cash advances, shown on a statement of account if *you* pay the closing balance shown on that statement of account by that due date.

If any amounts shown on a statement of account remain unpaid or partly unpaid at the due date shown on that statement of account, interest immediately accrues on the unpaid balance of those amounts from the statement date. Interest continues to accrue until they are paid.

Debiting interest

- 11.5 We debit accrued interest charges to *your card account* monthly on the statement date (not always on the same day of each month).

We can also debit interest charges which have been accrued but not yet been debited when *you* or we cancel the *Credit Card Facility*.

12. Fees and charges

- 12.1 *You* must pay us:

- (a) all fees and charges in the circumstances indicated in the *Bendigo Business Credit Card Schedule* and all new fees and charges we impose under condition 28.1
- (b) government stamp and other duties and charges payable on receipts or withdrawals under this *contract* or a *security* including, where applicable, stamp duty on credit card business in Queensland and Tasmania or on credit business in Queensland (these duties and charges are payable as part of the minimum repayment from the time, as a matter of law, they are required to be paid); and
- (c) any reasonable expenses we reasonably incur in enforcing this *contract* or a *security*. These expenses are payable as part of the minimum repayment from the time they form part of the closing balance.

The government or other third party fee or charge will be payable only to the extent of the actual amount finally determined as being payable by the relevant third party.

The *Bendigo Bank* Schedule of Fees, Charges and Transaction Account Rebates details *our* standard fees and charges current at the date it is issued. The current Schedule of Fees, Charges and Transaction Account Rebates is available on request at any time from any branch of *Bendigo Bank* or online at www.bendigobank.com.au.

- 12.2 *You* agree we can debit these fees and charges to *your card account* and they are payable after that date as part of *your account balance*.

- 12.3 We can change the amount or the frequency of payment of any credit fee or charge or any of *our* other standard fees or charges at any time without *your* consent. We can change this *contract* to impose a new credit fee or charge at any time without *your* consent (see condition 27). *Our* standard fees and charges that apply from time to time can change without *your* consent.

13. Payments

- 13.1 We do not treat a payment as made until received in clear funds.

- 13.2 *You* must pay the amount shown as the minimum repayment due on each statement of account by the due date shown on that statement of account (if *your* payment falls on a non-business day, the payment must be made prior to this date). The minimum payment due will only be calculated when *your card account* has a debit balance. It is:

- a) 3% of the closing balance shown on the statement of account rounded up to the nearest dollar; or
- b) \$10;

whichever is the greater.

However, if the closing balance on the statement of account is less than \$10 you must pay it in full.

- 13.3 We may apply any payment or other credit we receive to any amount you owe under this contract in any order we choose. We apply payments in the following order:
- a) cash advances shown on any statement of account in the order in which they were debited to your card account;
 - b) purchases which have been debited to your card account in the order in which they were debited.
 - c) interest charges debited to your card account;
 - d) any fees and charges;
- 13.4 You must pay in Australian dollars in Australia. You may make a payment through any of our branches, some of our electronic banking devices or at post offices displaying the Bank@Post sign (if your card is issued with a PIN).
- 13.5 For the purposes of payments under the contract, a day ends at 5pm Victorian time.

14. Statements of account

- 14.1 We send you statements of account monthly (not always on the same day of each month) unless the law says we do not have to do so. The period covered by a statement of account is known as the "statement period".

Note: At the date of this contract, the law says we need not send a statement of account if:

- a) no amount was credited or debited to your card account during the statement period and the debit balance on your card account is less than \$10;
- b) we wrote off your debt during the statement period and no further amount has been debited or credited to your card account during the statement period; or
- c) you have been in default under this contract for at least 3 months and we cancelled your Credit Card Facility before the statement period started and have not provided further credit to you during the statement period.

- 14.2 Statements of account show all amounts credited or debited to your card account during the statement period.
- 14.3 All amounts shown on statements of account are expressed in Australian dollars.
- 14.4 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.

15. Cancellation or suspension of credit card facility

- 15.1 You can cancel your Credit Card Facility at any time by:
- a) telling us in writing that you want to; and
 - b) returning your Bendigo Credit Card and all additional Bendigo Credit Cards issued on your card account; and
 - c) paying any debit balance of your card account (plus any amounts accrued or charged but not yet debited to your card account).
- 15.2 If your Credit Card Facility has periodical payments or direct debits initiated by third parties, you must cancel these at least 60 days before you seek to cancel your Credit Card Facility under clause 15.1.
- 15.3 We can reduce or cancel your credit limit and we can cancel or suspend your Credit Card Facility and we can refuse to provide any further credit to you under this contract, whether or not you are in default, in the following circumstances:
- a) we believe your Credit Card Facility is being used, or will be used, in a way that will cause loss to you or us;
 - b) we reasonably believe that you induced us to provide the Credit Card Facility by fraud; or
 - c) you or an additional cardholder breach any of these Credit Card Conditions of Use or the Electronic Banking Conditions of Use;
 - d) where an error results in an incorrect credit limit being applied;
 - e) we reasonably believe that fraud has been or may be committed on your Credit Card Facility;
 - f) we reasonably consider that your use of your Credit Card Facility is for improper purposes, illegal purposes, in the furtherance of a breach of trust or fiduciary duty, or for excessive non-commercial activity;
 - g) we are required by a regulator or consider it commercially necessary from a credit perspective;
 - h) you become insolvent or steps are taken to make you so; or
 - i) in any other circumstance where we consider it to be reasonably necessary to protect our legitimate commercial interests.
- If we cancel your Credit Card Facility, you must return your Bendigo Credit Card and all additional Bendigo Credit Cards issued on your card account to us immediately.
- 15.4 If your Credit Card Facility is cancelled or suspended under 15.1 or 15.3:
- a) you must not attempt to access or draw down credit from your card account;

- b) if amounts (*including* any periodical payments or direct debits) are charged to *your card account* after *your Credit Card Facility* has been cancelled or suspended, we can refuse to pay the amounts or we can pay them and recover them from *you*. In either case we can tell any merchant that *your Credit Card Facility* has been cancelled or suspended.

15.5 If we cancel *your Credit Card Facility* when *you* are not in default under this *contract* we will tell *you* in writing.

16. Default

16.1 *You* are in default if:

- a) *you* do not pay on or before the due date for payment any amount payable under this *contract*; or
- b) *you* are in breach of any other provision of this *contract*; or
- c) *you* or another *person* gives *us* incorrect or misleading information in connection with this *contract* such as information given in an application form; or
- d) we reasonably believe *you* or another *person* has acted fraudulently in connection with this *contract*; or
- e) *you* become *insolvent* or steps are taken to make *you* so; or
- f) *you* are in default under any other credit *contract* *you* have entered into with *us* or any *Security* *you* have given to *us*.

16.2 If *you* are in default, then subject to any law (*including* requirements as to notice) any debit balance automatically becomes due and payable. We can also cancel *your Credit Card Facility* without notice to *you*. If *you* are in default, we may give *you* a notice stating that *you* are in default. If *you* do not correct the default within any period given in the notice then, at the end of that period and without further notice to *you*, the *account balance* becomes immediately due for payment.

We may then sue *you* for that amount or enforce any *security* or do both.

16.3 In limited circumstances set down by law (*such as* if we are unable to locate *you*) we need not give the notice or wait until the end of any period given in the notice. Instead if *you* are in default, the *account balance* becomes immediately due for payment without notice. We may then immediately sue *you* for that amount or enforce any *security* or do both.

16.4 Enforcement expenses may become payable under this *contract* in the event of a breach.

16.5 *You* must pay *us* all reasonable enforcement expenses we reasonably incur arising from any default under this *contract*. Enforcement expenses include but are not limited to those reasonably

incurred by the use of *our* staff and facilities. We can debit these amounts to *your card account*.

16.6 *You* must tell *us* immediately if *you* become aware *you* are in default.

16.7 *You* should inform *us* promptly if *you* are in financial difficulty.

17. Account combination

We may at any time combine the balances of two or more of *your accounts* even if the *accounts* are at different branches or in joint names. For example, we may do this if *you* exceed the *credit limit* applicable to *your card account* and the other *account* is in credit. In this situation the credit in one *account* would be used to reduce the debit balance in the other *account*. We will promptly inform *you* if we combine *your accounts*. We need not notify *you* in advance.

18. Additional cardholders

18.1 *You* may apply to have another *person* who is at least 16 years old as an *additional cardholder*. If we agree to *your* request, we may impose conditions. An *additional cardholder* is only able to operate *your account* in accordance with condition 18.7. An *additional cardholder* is different to a *person* who is authorised to access and operate *your account* under condition 18.2 below.

18.2 *You* may apply to have another *person* who is at least 16 years old authorised to access and operate *your account* with a Bendigo Business Credit Card. If we do agree to *your* request, we may impose conditions.

18.3 If we accept *your* application for either an *additional cardholder* or for another *person* to be authorised to access and operate *your account* then the following applies:

- a) we will issue to that *person* a Bendigo Business Credit Card linked to *your account* (*additional card*);
- b) *you* authorise *us* to debit *your account* with all transactions made using the *additional card* and *you* will be responsible and liable for these transactions as if *you* had made them *yourself*; and
- c) this *contract* applies to the *additional card* in the same way that it applies to *your* Bendigo Business Credit Card. *You* should ensure that any *additional cardholder* has read this *contract* and complies with it. If the *additional cardholder* does not comply with this *contract*, *you* will be in default.

18.4 A *person* appointed under condition 18.2 is authorised to access and operate *your account* and *you* consent to *us* giving that *person* information about *your account*.

18.5 *You* can arrange to have the authority of a *person* appointed under condition 18.1 or condition 18.2 cancelled or stopped at any time. If *you* want to stop

or cancel the authority, you must notify us in writing and return to us any Bendigo Business Credit Cards (cut in half for your protection) that we have issued to that person.

18.6 If you request that the authority of a person appointed under condition 18.1 or 18.2 be cancelled or stopped, you are responsible for transactions generated by the use of any additional cards issued to the additional cardholder until the additional cards are returned to us or you notify us in writing that you have taken all reasonable steps to return the cards. This includes transactions which are processed to your account after the additional cards are returned to us or you notify us in writing that you have taken all reasonable steps to return the cards.

18.7 An additional cardholder is able to operate your account in the following ways only:

- a) make purchases and obtain cash advances;
- b) access to the balance of your account (at an ATM);
- c) make payments on your account; and
- d) Initiate direct debits using a card number.

19. Security

Your Credit Card Facility may be covered by a security you or someone else has given to us as security for your debts to us.

20. Inconsistency and Codes of Practice

20.1 The Bendigo Business Credit Card Schedule, the Bendigo Business Credit Card Conditions of Use, the Electronic Banking Conditions of Use and Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates set out the entire agreement between you and us. They override any verbal representations made by us before you entered into the contract.

20.2 Subject to condition 13, if there is any conflict or inconsistency between:

- the Bendigo Business Credit Card Schedule;
- the Bendigo Business Credit Card Conditions of Use; and
- the Electronic Banking Conditions of Use,

those documents will prevail in that order to the extent of the inconsistency.

20.3 To the extent allowed by law this contract prevails to the extent it is inconsistent with any law.

20.4 The Code of Banking Practice applies to the Credit Card Facility if you are an individual or small business. If you are not an individual or small business then the Code of Banking Practice does not apply to this contract. The Code of Banking Practice is a voluntary code of conduct which sets standards of good banking practice for us to follow when dealing with you.

20.5 The Code of Banking Practice requires us to draw your attention to the availability of general descriptive information concerning our banking services and cheques. This includes information about:

- a) account opening procedures;
- b) our obligations regarding the confidentiality of your information;
- c) complaint handling procedures;
- d) bank cheques;
- e) the advisability of you informing us promptly when you are in financial difficulty; and
- f) the advisability of you reading the terms and conditions applying to this banking service.

Some of that information is contained in this document. The information is set out in full in the Business Accounts and Facilities Terms and Conditions. A copy of the Business Accounts and Facilities Terms and Conditions can be obtained by contacting any of our branches, by telephoning 1300 BENDIGO (1300 236 344) or by visiting our website at www.bendigobank.com.au

20.6 You should inform us promptly if you are in financial difficulty so that we may discuss your situation.

21. How we may exercise our rights

21.1 We may exercise a right or remedy or give or refuse our consent in any way we consider appropriate, including by imposing conditions.

21.2 If we do not exercise a right or remedy fully or at a given time, we reserve the right to exercise it at a later date.

21.3 Our rights and remedies under this contract are in addition to other rights and remedies provided by law independently of it.

21.4 Our rights and remedies under this contract may be exercised by any of our employees or any other person we authorise.

21.5 To the full extent permitted by law we are not liable for any loss (including any consequential loss) caused by the exercise or attempted exercise of, failure to exercise or delay in exercising, a right or remedy whether or not such attempt, failure or delay results from our negligence.

22. Our certificates

We may give you a certificate about a matter or about an amount payable in connection with this contract. The certificate is sufficient evidence of the matter or amount unless it is proved to be incorrect.

23. Assignment

23.1 We may assign our rights under this contract. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a

person to whom we assign *our* rights under this *contract*.

23.2 Your rights are personal to *you* and may not be assigned without *our* written consent.

24. Blanks

You agree that we may fill in any blanks in any related document to this *contract* (such as an acknowledgement).

25. Incapacity

25.1 If we are satisfied that:

- a) *you* have become of unsound mind or incapable of managing *your* affairs through age or infirmity or any other reason; and
- b) that no committee, administrator, receiver or guardian has been appointed although the contrary may be the fact,

we may permit a withdrawal by any *person* who appears to have the care or custody of *you* or the management of *your* affairs of the whole or any portion of the deposit balance of *your* account.

25.2 Such withdrawal shall be taken to be a valid act by *you* and the receipt of funds by such *person* shall be binding upon *you*.

26. Notices, other communications and serving documents

26.1 Communications from *us* may be signed by any of *our* employees. If *you* are a company, communications from *you* must be signed by a director.

26.2 Communications for *us* may be:

- a) given personally to one of *our* employees at:
 - (i) any of *our* branches; or
 - (ii) *our* registered office; or
- b) sent by prepaid post or electronically to any of those places; or
- c) given by any other means permitted by law.

26.3 Communications for *you* may be:

- a) given to *you* personally or left at:
 - (i) (if *you* are an individual) *your* residential or business address last known to us; or
 - (ii) (if *you* are a body corporate) *your* registered office by leaving it with one of *your* officers; or
 - (iii) any address specified by *you*; or
- b) sent by prepaid post or electronically to any of these places; or
- c) given by any other means permitted by law.

26.4 A communication is taken to be given:

- a) if given personally - on the date it bears or the date it is received by the addressee, whichever is the later; or
- b) if sent by post - on the date it bears or the date when it would have been delivered in the ordinary course of post, whichever is the later; or
- c) if sent by any other form of electronic transmission - on the date it bears or the date on which the machine from which the transmission was sent indicates that the communication was sent to recipient's system, whichever is the later.

26.5 Communications given by newspaper advertisement are taken to be received on the date they are first published.

26.6 We may serve any document in a court action (including a writ of summons, other originating process or third or other party notice) on *you* by delivering it to *your* address in the *Bendigo Business Credit Card Schedule* (or any changed address notified to us) or by leaving it there. This does not prevent any other method of service.

27. Changes

27.1 Subject to conditions 27.2 and 27.3 we can change this *contract* (such as by varying an existing provision or adding a new provision) without *your* consent.

27.2 If any law regulates the change to which reference is made in condition 27.1, we may only change to the extent permitted by, and subject to, the requirements of that law.

27.3 When we change this *contract* in one of the following ways we will provide written notice of the change to *you* at least 30 days before the change takes effect:

- a) introduce a fee or charge (other than a government charge referred to in condition 12.3);
- b) vary the method by which interest is calculated;
- c) vary the frequency with which interest is debited or credited.

27.4 We will notify *you* of the introduction or variation of a government charge payable directly or indirectly by *you* either by notice in writing to *you*, or by newspaper advertisement, or both, unless the introduction or variation is publicised by a government, government agency or representative body.

27.5 We will notify *you* of other changes to this *contract* (including a variation of standard fees and charges or of an interest rate) either by notice in writing to *you*, or by newspaper advertisement, or both, no later than the day on which the change takes effect.

28. Waiver

28.1 We may choose at any time to waive any of *our* rights under the *contract*. Subject to any applicable law, a waiver by *us* is not a change to, and does not reduce *our* rights under the *contract* unless we give *you* written notice that it is a change to the *contract*.

29. Liability and statement options

29.1 If *you* are the company which is the proprietor of the business named as the “customer” in the *Bendigo Business Credit Card Schedule*, *you* are given an entitlement in that Schedule to request *us* to issue a *card* to a nominated individual, and that Schedule states that an individual *credit limit* applies to the *card* issued to the nominated individual, the following will apply.

- a) The *Bendigo Business Credit Card Schedule* relates to the *card* that *you* have requested *us* to issue to the nominated individual.
- b) The nominated individual to whom we issue a *card* will be accessing and operating on *your card account*.
- c) *You* are responsible for all transactions carried out by the nominated individual until their *card* is returned to *us*.
- d) If *you* want to revoke the authority of the nominated individual to access and operate *your card account*, *you* must notify *us* in writing and return to *us* the *card* (cut in half for *your* protection) that we issued to that individual.
- e) *You* will be in default under this *contract* if the nominated individual does not comply with this *contract*.
- f) Provisions in this *contract* relating to *your credit limit* will apply to the *credit limit* applicable to the *card* issued to the nominated individual.
- g) A separate statement of *account* under condition 14 will be provided for each *card* which we have issued to a nominated individual. Provisions in this *contract* relating to minimum payments will apply to the minimum payment for that individual *card account* shown on the statement.

29.2 If *you* are the company which is the proprietor of the business named as the “customer” in the *Bendigo Business Credit Card Schedule*, *you* are given an entitlement in that Schedule to request *us* to issue *cards* to nominated individuals, and that Schedule states that a shared *credit limit* applies to the *cards* issued to the nominated individuals, the following will apply.

- a) The *Bendigo Business Credit Card Schedule* relates to all of the *cards* that *you* have requested *us* to issue to nominated individuals.
- b) The nominated individuals to whom we issue *cards* will be accessing and operating on *your card account*.

- c) *You* are responsible for all transactions carried out by a nominated individual until their *card* is returned to *us*.
- d) If *you* want to revoke the authority of a nominated individual to access and operate *your card account*, *you* must notify *us* in writing and return to *us* the *card* (cut in half for *your* protection) that we issued to that individual.
- e) *You* will be in default under this *contract* if a nominated individual does not comply with this *contract*.
- f) Provisions in this *contract* relating to *your credit limit* will apply to the shared *credit limit* applicable to all the *cards* issued to nominated individuals. The total spent on the individuals’ *cards* must remain below *your card account credit limit*.
- g) *You* will receive one statement of *account* under condition 14. A separate statement addendum listing the individual transactions of each nominated individual to whom we have issued a *card* against the statement of *account* will also be provided. Notwithstanding these individual statement addendums, *you* must pay the minimum payment shown on *your* statement of *account*.

29.3 If *you* are an individual employee of a business and *you* are named as the “customer” in the *Bendigo Business Credit Card Schedule*, the following applies:

- a) *You* will be a customer in *your* own right accessing and operating *your card account* and *you* must comply with this *contract*.
- b) The business of which *you* are an employee has no liability under this *contract*.
- c) It is *your* responsibility to obtain reimbursement from the business of which *you* are an employee for amounts owing on *your card account*.
- d) *You* have obtained permission from the business of which *you* are an employee to enter into this *contract*.

29.4 If *you* are a sole trader operating the business named as the “customer” in the *Bendigo Business Credit Card Schedule*, *you* will be a customer in *your* own right accessing and operating *your card account* and *you* must comply with this *contract*.

29.5 If *you* are a partner in the partnership named as the “customer” in the *Bendigo Business Credit Card Schedule*, the following will apply.

- a) The *Bendigo Business Credit Card Schedule* relates to the *card* that *you* have requested *us* to issue to *you*.
- b) Each of *your* partners may be issued with a separate Bendigo Business Credit Card.
- c) *You* and each of *your* partners will be jointly and severally liable for all transactions carried

out by *you* and any of *your* partners on any Bendigo Business Credit Card issued to *you* and to any of *your* partners. This means that each of *you* is liable both on *your* own and together for the whole of any debit balance on all *card accounts*.

- d) It is *your* responsibility to obtain reimbursement from the business in which *you* are a partner for amounts owing on *your card account*.
- e) Provisions in this *contract* relating to *your credit limit* will apply to the *credit limit* applicable to the card issued to *you*.
- f) A separate statement of *account* under condition 14 will be provided for the card which we have issued to *you*. Provisions in this *contract* relating to minimum payments will apply to the minimum payment for *your card account* shown on the statement.
- g) *You* consent to *us* providing information about *your card such as* statements of *account* to *your* partners.
- h) If *you* request a change to *your credit limit*, *your* partners must agree to that change.

29.6 If one of *you* (the notifying party) notifies *us* of a dispute and that the notifying party does not accept liability for further advances, *we* will exercise *our* rights under condition 15.3 and cancel the *Credit Card Facility*. The notifying party will still be jointly and severally liable for the debit balance on the *card account* at the time of notification but will not be liable for any further debits made after the time of notification.

29.7 *You* represent, warrant and undertake that:

- a) if *you* enter into the *contract* as trustee of a trust, *you* are the sole trustee of that trust with full power and authority to enter into the *contract* and do all things *you* may need to do under the *contract*;
- b) if *you* are a body corporate, *you* are duly registered and in existence and by entering into this *contract* or doing anything *you* may need to do under it *you* are not and will not be violating *your* constitution or any law applying to *you*;
- c) if *you* enter into the *contract* as a partner in a partnership, *you* have full authority to bind the partnership and each of the partners and *you* will advise *us* in writing if the partnership is dissolved or terminated.

30. Applicable law

- 30.1 If *you* reside in an Australian state or territory then this *contract* is subject to the laws of that state or territory. Otherwise, this *contract* is subject to the laws of the Australian state or territory under which we first provide credit under this *contract*.
- 30.2 *You* submit to the jurisdiction of the courts of the Australian state or territory whose laws apply to this

contract and the proper jurisdiction of any other court.

31. Anti-Money Laundering & Counter-Terrorism Financing (AML/CTF)

To comply with requirements of anti-money laundering and counter-terrorism financing laws we may:

- a) require *you* to provide to *us*, or otherwise obtain, any additional documentation or other information;
- b) suspend, block or delay transactions on *your account*, or refuse to provide services to *you*;
- c) report any, or any proposed, transaction or activity to any body authorised to accept such reports relating to anti-money laundering and counter-terrorism financing or any other law.

32. Periodical Payments and Direct Debits

32.1 If *you* give *us* authority, we can have regular payments made automatically out of *your card account* on preset dates, advised by *you*. This type of payment is called a "Periodical Payment" or "Direct Debit".

The difference between these payment methods is:

- a) We make periodical payments from *your card account* to another account with *us* or with another financial institution or to a third party.

To do this we need *you* to call into one of *our* branches to give *us your* instructions.

- b) A merchant sends direct debits to *your card account* according to an authority which *you* need to set up through the merchant receiving the money, allowing *us* to make these payments. If *you* provide a merchant with the BSB and account number of *your card account* to establish a direct debit, it will be treated as a *cash advance* and interest will be calculated and charged and payments will be credited towards the amount accordingly. If however *you* provide the merchant with *your* card number, the direct debit will be treated as a purchase and interest will be calculated and charged and payments will be credited towards the amount accordingly.

32.2 To alter or stop any future payments the following processes must be followed:

- a) if *you* provided the merchant with the BSB and account number of *your card account* - advise *us* by notice in writing, via telephone, via secure email or come into one of *our* branches and talk to a staff member. We will take and promptly process *your* instruction to cancel a direct debit request which is set up using *your* account number.

- b) You are encouraged to maintain a record of any *Regular Payment Arrangement* entered into with a merchant using *your* card number.
- c) To either change or cancel any *Regular Payment Arrangement* set up using *your* card number *you* should contact the merchant at least 15 days prior to the next scheduled payment. Until *you* attempt to cancel the *Regular Payment Arrangement* with the merchant directly we must accept the merchant's transaction. If possible *you* should retain a copy of their change/cancellation request. Should the merchant fail to act in accordance with these instructions *you* may have rights to dispute the transaction.
- d) Should *your* card number be changed i.e. as a result of lost or stolen card *you* must request the merchant to change the details of *your* existing *Regular Payment Arrangement* to ensure arrangements continue. If *you* fail to undertake this activity *your* *Regular Payment Arrangement* either may not be honoured by us or the merchant may stop providing the goods and/or services.
- e) Should *you* elect to close *your* card account or *your* account is closed by us *you* should contact the merchant to amend any *Regular Payment Arrangement* set up using *your* card number; as the merchant may stop providing the goods and/or services.
- f) If *you* cancel a direct debit, periodical payment or sweep facility, we must receive *your* instructions at least 1 business day prior to the due date of the next payment, otherwise that payment may nevertheless be made. For direct debit cancellations we may suggest that *you* contact the merchant concerned.

32.3 It is important that the difference between *your* *account balance* and *your* *credit limit* is sufficient to cover periodical payments and direct debits when they are due. If the balance is insufficient, any direct debits are returned unpaid (dishonoured) to the originating third party. However we will attempt to make a periodical payment from *your* card account before 8 am. If that periodic payment is unsuccessful, *you* will be notified in writing and *you* should call into one of *our* branches to arrange payment. A fee will be debited to *your* card account in these circumstances (see condition 12). If the balance is insufficient on three consecutive payment due dates, the authority is cancelled and *you* are notified in writing.

32.4 We automatically cancel any periodical payments when *your* *Credit Card Facility* is cancelled.

33. Meaning of words

“account balance” means the difference between all amounts credited and all amounts debited to *your* card account.

“additional card” in relation to an **additional cardholder**, means the Bendigo Business Credit Card issued to that *additional cardholder*.

“additional cardholder”

- where that term is used in condition 18, means an individual to whom we issue a card under condition 18; or
- where the term is used elsewhere in these Conditions of Use, means any individual to whom we issue a card at *your* request under condition 29.1 or condition 29.2 as well as any individual to whom we issue a card under condition 18.

“annual percentage rate” means the reference rate shown in the *Bendigo Business Credit Card Schedule* less the margin (if any) shown in the *Bendigo Business Credit Card Schedule*.

“Balance transfer transaction” means an advance of credit which *you* instruct us to use to pay a debt that *you* owe to another financial institution.

“Bendigo Business Credit Card Conditions of Use” means the conditions appearing under that heading in this booklet.

“Bendigo Business Credit Card Schedule” means the document entitled Bendigo Business Credit Mastercard Schedule or Bendigo Business Mastercard Schedule.

“Bendigo e-banking transaction” means a transaction using any electronic means by which *you* can access and transact on a nominated account. This includes but is not limited to using an internet connected device and accessing a Bendigo Bank approved access point which includes:

- *our* web-site at: www.bendigobank.com.au for Classic e-banking or Mobile e-banking, or
- iOS application (s), or
- Android application (s), or
- such other access point approved by the Bank either via *our* website or a third party.

“Bendigo Phone Banking Transaction” means a transaction using the service we offer from time to time by which *you* can access and transact on a nominated account by telephoning **1300 BENDIGO** (1300 236 344).

“card account” means the account or accounts we establish in *your* name for the purposes of this *contract*.

“cash advance” means credit provided in the form of cash, either directly from us or from another financial institution, and credit provided using any of the following services we offer:

- a *Bendigo Phone Banking transaction* to access and transact on *your* card account by telephoning **1300 BENDIGO** (1300 236 344)

- a *Bendigo e-banking transaction* to access and transact on *your card account* using a personal computer and accessing *our* website at www.bendigobank.com.au
- a cheque withdrawal
- a *Pay Anyone transaction*, as described in the Business Accounts and Facilities Terms and Conditions which can be obtained by contacting any of *our* branches, by telephoning **1300 BENDIGO** (1300 236 344) or by visiting *our* website.

“contract” means the credit card *contract* you make or have made with *us*. It comprises:

- The *Bendigo Business Credit Card Conditions of Use*;
- The *Bendigo Business Credit Card Schedule*; and
- The *Electronic Banking Conditions of Use*.

“credit fees and charges” means the *credit fees and charges* set out in the *Bendigo Business Credit Card Schedule* (as varied from time to time) any other fees and charges payable in connection with this *contract*, but does not include:

- interest charges;
- any fees or charges that are payable to or by *us* if they would be payable even if the credit facility were not available (other than annual fees);
- enforcement expenses;
- *Government transaction charges*.

“credit limit” means the amount we determine to be the *credit limit* from time to time. The *credit limit* as at the *disclosure date* is set out in the *Bendigo Business Credit Card Schedule*.

“Credit Card Facility” means the credit facility provided or to be provided to *you* under this *contract*.

“disclosure date” means the date referred to as the *“disclosure date”* in the *Bendigo Business Credit Card Schedule*.

“Electronic Banking Conditions of Use (Business)” means the conditions appearing under that heading in this booklet.

“Government transaction charges” means government charges and duties on receipts or withdrawals in respect of the *card account* whether or not *you* are primarily liable to pay these charges *including* debits tax, transaction duty and any similar government charges or duties that apply to the *contract* or the *card account* from time to time.

“Including, includes or such as” when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

“Insolvent” means

- (i) an individual who has either:
 - a) committed an act of bankruptcy;
 - b) entered into an assignment, arrangement, compromise or composition with his/her creditors; or
 - c) is unable to pay any of his/her debts as and when they fall due,

- (ii) a body corporate, partnership, other entity or trustee of a trust in respect of which:

- a) (except for the purpose of a solvent reconstruction or amalgamation with our prior written consent), an order has been made to wind it up or a liquidator, provisional liquidator or controller has been appointed to it or any of its assets or a resolution has been passed for it to be wound up;
- b) an administrator has been appointed to it;
- c) it has entered, or a court has approved the terms of, an assignment, arrangement, compromise or composition with any of its creditors or members;
- d) an application has been made by ASIC to deregister or dissolve it;
- e) it is insolvent within the meaning of section 95A of the Corporations Act 2001 (as disclosed in its accounts or otherwise); or
- f) it is unable to pay its debts as and when they fall due

“Manually generated fees and charges” means fees and charges that are debited through a manual entry by one of *our* officers.

“Mastercard International exchange rate” means any exchange rate Mastercard International chooses.

“Mastercard SecureCode” means the online authentication service provided for Mastercard cardholders when making online transactions at participating merchants.

“password” means the word or numbers and/or letters nominated by *you* that may be required for identification purposes in order to access *your* account.

“Pay Anyone transaction” means a transaction using the Pay Anyone Service as described in section L of the Business Accounts and Facilities Terms and Conditions, which can be obtained by contacting any of *our* branches, by telephoning **1300 BENDIGO** (1300 236 344) or by visiting *our* website at www.bendigobank.com.au

“Person” *includes* an individual, a firm, a body corporate, an unincorporated association or an authority.

“Regular Payment Arrangement” means either a recurring payment or an instalment payment which represents an agreement between a cardholder and a merchant to debit a card at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by both parties.

“Security” means any mortgage, charge, lien, pledge, trust, power or other rights given as or in effect as *Security* for the payment of money or performance of obligations. *Security* also *includes* a guarantee and/or an indemnity.

“Such as” see *including*.

“System generated fees and charges” means fees and charges that are debited automatically by *our* computer system.

“Transaction entry” means any entry on a statement other than:

- an entry that debits *your card account* for *our* bank or government fees or charges; or
- an entry that debits *your card account* for interest.

“We”, “us”, “our” or “Bendigo Bank” means Bendigo and Adelaide Bank Limited ABN 11 068 049 178, AFSL/Australian Credit Licence 237879.

“You” or “your” means the following:

- the company which is the proprietor of the business named as the “customer” in the *Bendigo Business Credit Card Schedule*; or
- the individual employee who is named as the “customer” in the *Bendigo Business Credit Card Schedule*;
- the sole trader operating the business named as the “customer” in the *Bendigo Business Credit Card Schedule*; or
- a partner in the partnership named as the “customer” in the *Bendigo Business Credit Card Schedule*.

“You” includes your successors and assigns.

The singular *includes* the plural and vice versa. A reference to:

- a document *includes* any variation or replacement of it;
- law means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them).

Anything *includes* the whole and each part of it.

Bendigo and Adelaide Bank Limited
ABN 11 068 049 178, AFSL/Australian Credit Licence No. 237879.

Electronic Banking Conditions of Use Index

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Some of the words used in these Conditions of Use have special meanings. When a word with a special meaning is used, it is printed in italics (*like this*). These special meanings are set out in condition 12 of these Conditions of Use.

1. Scope of these Electronic Banking Conditions of Use

These *Electronic Banking Conditions of Use* apply when you give us an instruction, through *electronic equipment* (including *EFDs*) and using *your card* or *card* details, to debit or credit an *account*, including, for example:

- cash withdrawals and transfers between *accounts* using *your card* at *ATMs*;
- purchase of goods or services from a merchant using *your card* in an EFTPOS terminal; and
- funds transfer initiated by giving an instruction, through *electronic equipment* and using an access method, to an account institution (directly or indirectly) to debit or credit an *EFT* account maintained by the account institution.

These Conditions of Use do not apply when you are required to sign a voucher, order or other document to perform a transaction using *your card* or *card* details.

Separate terms and conditions also apply to each *account* and the *Bendigo Credit Card Conditions of Use* and *Bendigo Credit Card Schedule* also apply to the use of *your* Bendigo Credit Card, in addition to these Conditions of Use.

These Conditions of Use do not apply in relation to Bendigo Phone Banking and Bendigo e-banking which have separate terms and conditions.

2. Your card

When you use *your card* at the office or *EFD* of another organisation you are still bound by these Conditions of Use as if the *card* was used in one of *our* own offices or *EFDs*.

You will also be subject to any operational condition imposed by that other organisation and we accept no responsibility for the imposition of such conditions.

3. Receipts and statements

When you use an EFD to access your account we will provide you with a record of your transaction, unless you specify that a record is not required. Make sure you check your record of the transaction and keep it to reconcile to your statement.

4. If the EFD malfunctions

4.1 If a Bendigo Bank EFD or electronic system malfunctions after having accepted your EFT instructions and fails to complete the transaction in accordance with those instructions resulting in loss to you of some or all of the amount of a transaction, we will correct that loss by making any necessary adjustments to your account including an adjustment of any interest or fee. If you consider that you have incurred additional losses as a consequence of the malfunction you may make a claim for any such loss.

If you are aware or should have been aware that the Bendigo Bank EFD or electronic system was unavailable for use or was malfunctioning then our responsibility will be limited to the correction of errors in your account and the refund of any fees or charges imposed as a result.

4.2 We may withdraw electronic access to your account without prior notice to you in the event of any EFD or system malfunction.

5. Use of EFDs to transact on your card account

5.1 We can at our discretion impose a limit on the amount you can withdraw in cash from your account at a branch, from an ATM or via an EFTPOS terminal. Our current maximum daily withdrawal limit for transactions conducted using a PIN in conjunction with a card is \$1000.

Our current maximum daily withdrawal limit for transactions conducted via an EFTPOS terminal when "Credit" is selected (regardless of whether you enter your PIN) is the balance of your account or your available credit limit.

We may vary the amount of these limits or any other limits we impose from time to time.

Merchants and operators of EFDs may impose additional restrictions.

5.2 Use your Bendigo Credit card to obtain a cash advance from your card account at any ATM overseas bearing Mastercard, Cirrus or Maestro symbols.

6. Use of EFDs to transact on a linked account

6.1 You may link your card to:

- a primary demand deposit account;
- a primary revolving credit account;
- a primary mortgage loan account.

6.2 You can use your card to carry out the following transactions at any of our ATMs:

- Make deposits to a primary demand deposit account, a primary revolving credit account and a primary mortgage loan account;
- Withdrawal from a primary demand deposit account and a primary revolving credit account;
- Transfer money from a primary demand deposit account to a primary revolving credit account or a primary mortgage loan account;
- Transfer money from a primary revolving credit account to a primary demand deposit account or a primary mortgage loan account;
- Get account balances for a primary demand deposit account and a primary revolving credit account.

6.3 You can use your card at an ATM operated by a financial institution other than us to carry out the following transactions:

- Withdrawals from a primary demand deposit account and a primary revolving credit account;
- Get account balances for a primary demand deposit account and a primary revolving credit account;
- You may also be able to transfer money from one account to another depending upon the particular financial institution which operates the ATM.

6.4 You can use your card at an EFTPOS terminal to withdraw cash from a primary demand deposit account.

6.5 You can use your card at a Bank@Post™ terminal to carry out the following transactions:

- Withdrawals from a primary demand deposit account and a primary revolving credit account;
- Deposits to a primary demand deposit account and a primary revolving credit account;
- Get an account balance for a primary demand deposit account and a primary revolving credit account.

6.6 You can use your Bendigo Credit card to obtain a cash advance from your card account at any ATM overseas bearing the Mastercard, Cirrus or Maestro symbols.

7. Processing date, deposits, withdrawals, transfers and purchases on your account

7.1 Transactions made via an EFD after 5pm Victorian Time on any day may be held over and not processed to take effect until the next day.

7.2 When you make a deposit to your account at an EFD operated by us, two Bank Officers open the EFD the next working day and compare the amount you placed in the envelope with the amount you entered in the EFD. If there is a difference between these two amounts then we will accept the amount in the envelope as the amount deposited and advise you in writing as soon as possible of the difference and

adjust the statement of account accordingly, as at the date of the deposit.

7.3 We will not accept any cheque that is not payable to you, whether the cheque has been endorsed in your favour or not.

7.4 The proceeds of any deposit may not be available for up to seven working days after the deposit is made. However, this does not mean that the proceeds of any cheques are clear and should the drawer's bank return a cheque after this time, we reserve the right to debit your account with the amount of the cheque plus applicable bank charges.

7.5 Deposits to your account may be made:

- at any of our branches;
- at any Bank@Post™ terminal;
- by mail; or
- through selected Bendigo Bank ATMs.

7.6 You must not make any withdrawals, transfers or purchases for an amount that is greater than the balance on any account that is not a credit account. We do not provide unauthorised credit on such an account. If you do overdraw on such an account you must pay it to us immediately.

If you overdraw any account that is not a credit account, a fee may be charged for clearing that overdrawn account, in addition to any interest on the amount overdrawn which will be calculated daily until the overdrawn amount is repaid.

8. Liability for transactions

8.1 The account holder is not liable for transactions:

- that are caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants who are linked to the EFT system or of their agents or employees;
- which relate to cards that are forged, faulty, expired, or cancelled;
- that arise from transactions which required the use of a card or PIN and that occurred before you received that card or PIN (including a reissued or replacement card or PIN);
- that are caused by the same transaction being incorrectly debited more than once to the same account; or
- where it is clear you have not contributed to the loss.

8.2 A reasonable attempt must be made to protect the security of a PIN. Making any reasonable attempt to disguise the PIN within the record, or prevent unauthorised access to the PIN record, includes but is not limited to:

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

8.3 You must not act with extreme carelessness in failing to protect the security of your PIN where extreme carelessness means a degree of carelessness that greatly exceeds what would normally be considered careless behaviour. An example of extreme carelessness is storing your PIN in an unprotected computer or diary under the heading PIN.

8.4 The account holder is liable for losses arising from unauthorised transactions carried out using the card only as provided in conditions 8.5, 8.6, 8.7 and 8.8.

8.5 Where we can prove on the balance of probability that you contributed to the losses in any of the following ways:

- through your fraud;
- by voluntarily disclosing your PIN or password to anyone, including a family member or friend;
- by recording the PIN or password on the card, or keeping a record of the PIN or password (without making any reasonable attempt to disguise the PIN or password or prevent unauthorised access to the PIN or password) on the one article, or on several articles, carried with the card or liable to loss or theft simultaneously with the card;
- where we permit you to select or change a PIN or password, by selecting numbers which represents your birth date or letters which are a recognisable part of your name, if immediately before you did this we specifically warned you not to do so and that you might incur liability by doing so; or
- by acting with extreme carelessness in failing to protect the security of the PIN or password.

8.6 Where we can prove on the balance of probability that you contributed to the losses by unreasonably delaying to notify us as required by condition 5.1 of the Credit Card Terms and Conditions after becoming aware of the misuse, loss or theft of a card, or that the PIN or password had become known to someone else, the account holder is liable for the actual losses which occur between when you became aware (or should reasonably have become aware in the case of a lost or stolen card) and when we were actually notified, but is not liable for the amounts set out in condition 8.7.

8.7 An account holder is not liable under conditions 8.5 or 8.6 for the following amounts:

- that part of the losses incurred on any one day which exceed any applicable daily transaction limit;
- that part of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
- that part of the losses incurred on an *account* which exceeds the balance of the *account* (including any prearranged credit);
- that part of the losses incurred on any *account* which *you* and we had not agreed could be accessed using the *card* and *PIN*;
- any losses incurred as a result of conduct we expressly authorised *you* to engage in;
- any losses incurred as a result of *you* disclosing, recording or storing a *PIN* in a way that is required or recommended for the purposes of using an *account access service* which is expressly or impliedly promoted, endorsed or authorised by *us*.

8.8 Where we cannot prove that the *account* holder is liable under condition 8.5 or 8.6 but a *PIN* or *password* was required to perform the unauthorised transactions, the *account* holder is liable for the least of:

- \$150; or
- the balance of those *account(s)* (including any pre-arranged credit) which *you* and we have agreed may be accessed using the *card*; or
- the actual loss at the time we are notified (where relevant) that the *card* has been misused, lost or stolen or that the *PIN* or *password* has been disclosed to someone else (but not that portion of the loss incurred which exceeds an applicable daily or periodic transaction limit).

9. Errors or questions

9.1 If *you* have a complaint concerning matters covered by these Conditions of Use (including any apparent error in a transaction or instances of unauthorised transactions or error in *your* statement), please promptly notify *us*. *You* can:

- contact any of *our* branches; or
- telephone 1300 361 911 during business hours; or
- write to Card Operations, PO Box 480, Bendigo VIC 3552.

9.2 When *you* contact *us*:

- Provide *us* with *your* name and *card* number and,
- Details of the transaction/s to be investigated
- *You* will be advised as to the steps *you* must take so that an investigation may proceed. *You* will be required to give details of all relevant

information regarding the transactions *you* are unsure about.

- If we decide to resolve an unauthorised transaction complaint by finding the *account* holder is liable for none of the loss or not more than \$150 of the loss under condition 9.6, then within seven business days of receiving the complaint, we will adjust the *account* accordingly, provide the information required by paragraphs six and nine of this condition and close the investigation. Otherwise, if we are unable to resolve the matter immediately we will provide *you* with a written advice of *our* procedures as to how it will be investigated further and the other paragraphs in this condition will apply.
- Within 21 days of receiving from *you* the relevant details of *your* complaint we will advise *you* in writing of either:
 - a) the outcome of *our* investigation and which provisions of these Conditions of Use were used in determining *your* or *our* liability if any; or
 - b) the need for more time to complete *our* investigation.
- Only in exceptional circumstances, of which we will advise *you* in writing, will we take more than 45 days (from when *you* provided the relevant details of *your* complaint) to complete *our* investigations.
- On completion of *our* investigation we will advise *you* of the outcome and *our* reasons, with reference to relevant provisions of these Conditions of Use. *Our* advice will be in writing unless we are able to resolve the matter immediately.
- If we conclude as a result of *our* investigations that *your account* has been incorrectly debited or credited, we will promptly adjust *your account* (including any interest and charges) accordingly and notify *you* in writing of the amount by which *your account* has been debited or credited as a result.
- If we conclude from *our* investigations that *your account* has not been incorrectly debited or credited, or in the case of unauthorised transactions, that *you* have contributed to at least part of the loss occasioned by the unauthorised use (see condition 9.3) we will supply *you* with copies of any document or other evidence on which we based *our* finding.
- *You* will be advised in writing that, if *you* are not satisfied with *our* findings, *you* may request a review of these findings by *our* senior management. *You* will also be advised in writing of other avenues of dispute resolution procedures set out in these Conditions of Use and where such failure contributed to a decision by *us* against the *account* holder or delayed the resolution of the complaint, we

may accept full or partial liability for the amount of the transaction which is the subject of *your* query or complaint.

If we decide to attempt to resolve the complaint by exercising *our* rights under the rules of the Mastercard credit card scheme, as appropriate, against other parties to the scheme, then while that attempted resolution is in progress:

- the time limits under those scheme rules apply instead of the time limits in this condition and we will inform *you* of those time limits and when a decision can reasonably be expected;
- if we cannot resolve the complaint within 60 days, we will inform *you* of the reasons for the delay and we will provide *you* with updates on progress with the complaint once every two months;
- we will suspend the *account* holder's obligation to pay any amount which is the subject of the complaint and any associated credit and other charges until the complaint is resolved.

10. Changes to these Conditions of Use

10.1 We can change these Conditions of Use at any time. However, if the changes:

- increase *your* liability;
- impose or increase charges relating to the use of *your card* or *PIN* or relating to issuing additional or replacement *cards* or new *PINs*; or
- impose, remove or adjust a daily transaction limit or other periodic transaction limit applying to the use of a *card*, *PIN* or *EFD* or electronic system for *EFT* transactions.

we will give *you* at least 20 days notice of any changes.

10.2 We will notify *you* of any other changes in advance of the date the change takes effect in a manner to be chosen by *us* which is likely to come to the attention of as many *account* holders as possible (for example media advertisements or placing notices on or near *EFDs* prior to implementing the changes).

10.3 We do not have to give advance notice of any changes we need to make due to an immediate need to restore or maintain the security of *our* systems or individual *accounts*.

11. Meaning of words

“account” means any banking facility approved by *us* which may be accessed by a *card*.

“ATM” means an Automatic Teller Machine.

“Bendigo Bank EFD” means an *EFD* controlled or provided by or on behalf of the Bank to facilitate *EFT* transactions.

“card” means a *card* we issue to *you* that can be used to access *EFDs*. It *includes* any *cards* issued to additional cardholders.

“cash advance” means credit provided in the form of cash, either directly from *us* or from another financial institution, and credit provided through a Pay Anyone transaction, a Bendigo Phone Banking transaction or a Bendigo e-banking transaction.

“electronic equipment” means electronic terminal, computer, television, telephone and similar equipment and *includes* an *EFD*.

“EFD” means electronic funds devices; it *includes* Automatic Teller Machines, Point of Sale Terminals, giroPost, EFTPOS, Card Telephones and Petrol Dispensing Machines.

“EFT” means the electronic transfer of funds.

“password” means the word or numbers and/or letters nominated by *you* that may be required for identification purposes in order to have access to *your account*.

“person” includes an individual, a firm, a body corporate, or an incorporated association or an authority.

“PIN” means the Personal Identification Number.

“primary demand deposit account” means any cheque or statement *account* *you* nominate to be *your* primary demand deposit account.

“primary mortgage loan account” means any secured loan *account* *you* nominate to be *your* primary mortgage loan account.

“primary revolving credit account” means any revolving credit *account* *you* nominate to be *your* primary revolving credit *account*.

“we”, “us”, “our” or “Bendigo Bank” means Bendigo and Adelaide Bank Limited ABN 11 068 049 178, AFSL/Australian Credit Licence 237879.

“you” or “your” means the cardholder. If there are more than one, *you* means each of them separately and every two or more of them jointly.

The singular *includes* the plural and vice versa.

A reference to:

- a document *includes* any variation or replacement of it;
- law means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, reenactments or replacements of them).

Anything *includes* the whole and each part of it.

Contact us

In person	At your nearest Bendigo Bank branch
On the phone	Call 1300 BENDIGO
Online	At bendigobank.com.au
By mail	The Bendigo Centre PO Box 480 Bendigo VIC 3552

Bendigo and Adelaide Bank Limited, ABN 11 068 049 178. AFSL/Australian Credit Licence No. 237879.

BEN50TC027 (V022) (29/03/2018)