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Visa credit card

Conditions of use

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Maitland Mutual Limited ABN 94087651983 AFSL/Australian credit licence 238139 trading as The Mutual Bank



Lost/stolen card reporting

Australia: Call toll free

- 1300 688 825 Monday to Friday from 9.00am to 5.00pm or Saturday morning from 9.00am to 12.00pm
- 1800 800 521 outside business hours

Overseas: Call reverse charges, 24 hours a day +1 303 967 1090

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Conditions of use

1. Contract

We offer the card to you on the terms set out in these conditions of use and the letter of offer. You accept our offer when you first use your card or activate the account.

This document does not contain all of the required precontractual information for your credit card contract. Other information is in the letter of offer, including details of interest rates and fees as at the date of the letter of offer.

2. Activation

You can only use a card if you have signed it and activated the account. You must sign the card as soon as you receive it and before you use it. You must also make sure that each additional cardholder signs his or her card as soon as it is received and before it is used. You can activate the account by calling us, telling us to activate the account when we call you, or giving us written instructions.

3. Card

3.1 When the card can be used

A card can only be used for the period printed on it. It cannot be used before its commencement date or after its expiry date.

3.2 We own the card

Each card belongs to us. We may keep or require you to return your card at any time. If we ask you to return a card, you must do so immediately.

3.3 Replacement card

We may issue you and any additional cardholder with a replacement card when the current card expires. Use of any replacement card is subject to this contract. If we issue a replacement card, the card it replaces must not be used and you remain liable for any use of the replaced card.

4. Additional card

4.1 Application for additional card

You may apply for another person to access and operate your account with a card. The person must be at least 18 years old and meet our identify verification requirements. If we accept your application we will issue that person with an additional card linked to your account.

4.2 Transactions using additional card

Your account will be debited with all transactions made using the additional card and you will be responsible and liable for these transactions as if you had made them.

4.3 Conditions of use apply

These conditions of use apply to the additional card in the same way that they apply to your card. Make sure that any additional cardholder receives a copy of these conditions of use and reads the document. They must protect their card and PIN in the same way as you. If the additional cardholder does not comply with the contract, you will be liable.

4.4 Cancellation

You can arrange to cancel the authority of an additional cardholder at any time. If you want to do this, notify us in writing and return any cards (cut in half through the chip) we issued to that person. Until then, cancellation will not be effective. You will not be liable for transactions by the additional cardholder after we receive your instructions to revoke their authority, except for transactions processed and approved before we received your instructions and any other transactions we are unable to stop.

4.5 Additional cardholder rights

An additional cardholder can generally operate the account in the same way as you can, but cannot ask us to increase the credit limit or nominate another person to receive a card. An additional cardholder can also access information about the account including information relating to transactions, the account balance, the available credit amount and the minimum monthly payment.

4.6 Giving information

We may give an additional cardholder information about your account when your card has been reported lost, stolen or compromised or when we have any other good reason.

5. Using the card

5.1 Ways you can use the card

You can use your card to:

- buy goods and services;
- withdraw cash at any of our branches; and
- withdraw cash or obtain an account balance from ATMs in Australia or overseas.

Cash advances from ATMs will only be available upon entry of the correct PIN in conjunction with the use of the card.

5.2 Using the card with other payment facilities

You can use your card for other payment facilities we make available including EFTPOS, BPAY[®], direct debits, internet banking, mobile banking and phone banking. The terms and conditions of these other payment facilities are in our Product Disclosure Statement available on our website www.themutual.com.au or at any of our branches.

5.3 Legal compliance

A card must not be used for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction of purchase.

5.4 When will the card be accepted?

Financial institutions and merchants showing the Visa symbol will normally honour your card. However, credit card promotional material displayed on any premises does not guarantee that all goods and services available at those premises may be purchased with the card.

5.5 Pricing

The price charged by a merchant for goods and services purchased using the card may be different from the price charged when purchased with cash.

5.6 How you authorise a transaction

Transactions can be authorised by a cardholder by:

- using the card, alone or together with the PIN, at any EFT terminal;
- presenting the card to a merchant and signing a voucher or other documentation acceptable to us authorising the transaction; or
- giving the card details to a merchant or to any other person being paid, either directly or through a third party such as on the phone or online.

A transaction can be authorised for a particular amount or for particular goods or services. For example, if you hire a car, you may authorise a transaction for both the rental and any additional costs, such as the cost of any damage to the vehicle.

When a transaction is authorised by a cardholder:

- the cardholder is confirming that the transaction correctly represents the purchase price of the goods or services obtained or the amount of the cash advance;
- you agree that we are providing you with credit equal to the amount of the transaction on the date on which the transaction is made; and
- you agree to pay (in Australian dollars) the amount of that transaction.

We can debit the account with all transactions authorised by a cardholder.

5.7 Authorisation by us

Some transactions need our authorisation. We can refuse to authorise a transaction if it will exceed the credit limit, your card has been reported lost or stolen, or for any other good reason. We may also choose not to authorise a transaction for security or credit risk purposes; for example, when we reasonably consider that there is a risk of loss or fraud through the use of particular merchants.

We are not liable to you or anyone else for any loss or damage because of our decision not to authorise a transaction.

Once we authorise a transaction we will reduce the available credit amount. If the transaction is not completed, the available credit amount may not be reinstated for up to 5 business days after the authorisation.

We can give information to other persons to authorise card transactions.

5.8 Transaction limits

We can limit the value of card transactions. We may change the limits. The current limits are in the table below.

Transaction type	Daily limit
ATM Withdrawal Limit	\$1,500.00
EFTPOS	\$10,000.00
VISANet transactions	\$10,000.00

Some merchants and financial institutions may set lower maximum amounts or set minimum amounts on electronic transactions.

5.9 Visa PayWave

You can pay with your card using Visa PayWave by tapping your card against the contactless reader. Payments using PayWave can only be made at a participating merchant and if your purchase is under AU\$100. If your purchase is equal to or over AU\$100, you will have to sign or enter a PIN. Visa and our security systems continue to protect you from unauthorised transactions. The same conditions apply to your Visa PayWave transactions as your other card transactions.

5.10 Verified by Visa

For making purchases with your card over the internet, we provide a secure verification system known as Verified by Visa. Information and terms and conditions of use for Verified by Visa are available online at www.themutual.com.au.

5.11 Balance transfer

You may request us to transfer to the account the outstanding balance of a credit or charge account held by a cardholder or any other person with another credit provider. The other account must not be in default. We will only allow a balance transfer up to the available credit amount, and the balance transfer amount must not be greater than any limit set out in the letter of offer.

6. Foreign currency and overseas transactions

6.1 Conversion

Transactions made in a foreign currency on the card will be converted into Australian currency by Visa International at a conversion rate selected by Visa International. Visa International may convert directly into Australian currency or convert into United States currency and then into Australian currency. The Australian currency amount and any currency conversion fees are then debited or credited to your account.

6.2 Conversion fee

Transactions made in a foreign currency on the card are subject to a conversion fee of 3% of the value of the transaction. We may change the amount of this fee.

6.3 Surcharges

Some overseas merchants and ATMs charge a surcharge for making an electronic transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.

6.4 Emergency replacement card

You can arrange for an emergency replacement card, if required, at the time of reporting your card lost or stolen by contacting Visa International directly. We may charge a fee for providing a replacement card.

6.5 Compliance with laws

A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs from a failure to comply with them.

7. Regular payment arrangements

7.1 Keeping records

You should keep a record of any regular payment arrangement you have entered into with a merchant.

7.2 Changing or cancelling

To change or cancel any regular payment arrangement you should contact the merchant at least 15 days before the next scheduled payment. If possible, keep a copy of your request.

If your card details change you must request the merchant to change the details of your existing regular payment arrangement for payments to continue. If you don't, your regular payment arrangement may not be honoured, or the merchant may stop providing the goods or services.

If your card is cancelled or expires, you should immediately contact the merchant to change or cancel your regular payment arrangement.

If the merchant does not act as requested to change or cancel a regular payment arrangement, you may make a complaint to us.

8. Limitation of our liability

Except as required by law, we do not accept any liability for:

- any financial institution or merchant displaying a Visa symbol who refuses to accept or honour a card, or does not allow cash advances or imposes limits or conditions on use of a card;
- goods and services purchased with a card; and
- any refund by a merchant.

9. Chargebacks

If you have a dispute with a merchant about a transaction and the Visa card scheme rules apply, you may be entitled to a reversal of that transaction. If you believe that you are entitled to a chargeback, you must notify us immediately, as the operating rules of the card scheme impose time limits for chargebacks. For most transactions, chargeback rights are limited to a maximum timeframe of 120 days from the transaction date. Once time limits have expired, any chargeback rights may be lost. Where the ePayments Code applies to the transaction, its time limits may apply and not those of the card scheme.

If you notify us in time, and we are satisfied that you are entitled to a chargeback, we will credit your account for the amount initially debited for the transaction. However, the merchant also has rights to have the transaction further investigated and re-debited if appropriate.

If you wish to dispute a merchant transaction on your card, call us on 1300 688 825 or visit one of our branches.

10. Lost/stolen cards

10.1 You must tell us

A cardholder must tell us immediately on becoming aware that a card is lost, stolen or used without your authority, or that a PIN has become known to someone else (or you suspect that it has become known to someone else).

10.2 How to tell us

You can tell us by:

- calling into one of our branches;
- phoning 1300 688 825 available Monday to Friday from 9.00am to 5.00pm or Saturday Morning from 9.00am to 12.00pm;
- phoning First Data International on 1800 800 521 outside business hours and advising them of your card number; or
- if the card is lost or stolen outside Australia, phoning Visa Global Customer Assistance Services (GCAS) collect call from anywhere in the world on +1 303 967 1090 or the toll free Visa emergency number for the country or region where you are located. Before travelling you should obtain the Visa toll free number or numbers for the places you will be travelling to, available from the website www.visa.com.au

We will give a reference number that verifies the date and time we were contacted. Please keep this number as evidence of when you contacted us.

10.3 Your liability

Delay in notifying us may increase your liability. If for any reason the contact number is unavailable and this prevents notification, you will not be liable for any unauthorised transaction during this period which could have been prevented had the contact number been available, as long as we are notified within a reasonable time of the contact number becoming available again.

11. Errors and disputes

11.1 How to make a complaint or report an error

If you have a complaint or think an error has occurred in any transaction, charge, refund or payment or on a statement of account, you should phone us on 1300 688 825 or visit one of our branches.

11.2 Information you need to provide

To assist our investigation you may need to give us:

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

We may require you to confirm the details in writing.

11.3 Our investigation

We will investigate your complaint. If we can't resolve your complaint immediately, we will advise you in writing of the procedures for further investigation and resolution, and we may request further details from you.

Within 21 days of receiving from you of the details of your complaint we will complete our investigation and advise you in writing of the results, or advise you in writing that we need more time to complete our investigation.

We will complete our investigation within 45 days of receiving your complaint, unless there are exceptional circumstances.

If we can't resolve your complaint within 45 days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require a response.

11.4 Outcome of investigation

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

When we advise you of the outcome of our investigation, we will notify you of the reasons for our decision by reference to these conditions of use and (if applicable) the ePayments Code.

The notification will be given in writing except if the complaint is resolved to your complete satisfaction within 5 business days (unless you request a written response).

If we decide that you are liable for all or any part of a loss arising out of unauthorised use of the card or PIN, we will give you copies of any documents or other evidence we relied upon, and advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.

11.5 External dispute resolution

If you are not satisfied with the decision, you may wish to take the matter further. You may contact our external dispute resolution scheme, the Australian Financial Complaints Authority.

Contact details

Australian Financial Complaints Authority

Online: www.afca.org.au

Email: Info@afca.org.au

Phone: 1800 931 678

Mail: GPO Box 3 Melbourne VIC 3001

11.6 Non-compliance with the ePayments Code

If we, our employees or agents do not comply with the ePayments Code (when it applies) and this contributes to a decision about a complaint that is against you, or a delay in the resolution of the complaint, we or an external dispute resolution scheme may decide that we must pay part or all of the amount of a disputed transaction as compensation.

11.7 Visa scheme rules

If we resolve your complaint by exercising our rights under the operating rules applicable to the Visa credit card scheme, different time limits may apply. If so, we will inform you in writing of those time limits and when you can reasonably expect a decision, and we will suspend your obligation to pay any amount which is the subject of your complaint or any credit or other charges related to that amount until your complaint has been resolved.

12. Credit limit

12.1 Your credit limit

The credit limit is the maximum amount of credit you may obtain on the account. The account balance must not exceed the credit limit. Any amount in excess of the credit limit must be paid to us immediately.

12.2 Increasing the credit limit

You can ask us to increase the credit limit at any time but we are not required to agree. It will be increased only at your request or with your consent.

The credit limit does not change just because we debit an amount to the account that causes the account balance to exceed the credit limit.

12.3 Reducing or cancelling the credit limit

We can reduce or cancel the credit limit at any time, even if you are not in default under the contract. We do not have to give you prior notice but we will advise you as soon as possible.

We will debit transactions on the account against any positive balance before reducing the available credit amount.

You can reduce the credit limit to the minimum credit limit at any time by making a written request to us or by using the form on our website available at www.themutual.com.au.

13. Interest

13.1 Applicable rate

The annual percentage rate that applies to the account is stated in the letter of offer. We may change the annual percentage rate. You will be notified of any change.

13.2 Interest free purchases

We do not charge interest on a purchase listed on your statement of account if:

- you make a payment of the closing balance shown on that statement of account by the due date; and
- no part of that payment is applied by us, in accordance with clause 16, to an amount owing on a previous statement of account.

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

13.3 Cash advances

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

13.4 Calculation of interest

Subject to clause 13.2, interest is calculated daily by applying the daily percentage rate to the unpaid daily balance of the account and is debited to the account on the last day of the statement period. The daily percentage rate is calculated by dividing the annual percentage rate by 365.

13.5 No interest on credit balance

We do not pay interest on any positive (credit) balance on the account.

14. Fees and charges

14.1 What you must pay

You must pay us the fees and charges in the amounts and at the times set out in the letter of offer, as required by these conditions of use, or as notified under clause 21.3.

14.2 Annual fee

The annual fee will be debited to the account upon acceptance of the contract and then annually in advance until the account is closed and is paid in full. We do not refund any of the fee when the account is closed.

14.3 Government charges

You must pay us an amount equal to any government tax, duty or charge imposed by law in any country in respect of the card, the account or contract, the use of the card or any transaction in relation to the account.

14.4 Debiting fees and charges

We may debit fees and charges to the account and they will appear in your statement of account.

14.5 Conversion

Any fee or charge in foreign currency will be converted into Australian dollars in accordance with clause 6.1.

15. Statements

15.1 When we will send statements

We will send you a statement of account each month where there is any financial activity or a balance outstanding on the account. In all cases we will send you a statement of account at least every 6 months. You may request more frequent statements.

15.2 Effective date of debits and credits

Each debit and credit to the account takes effect on the date we assign to it, which may not be the date it is processed. We may adjust any debit or credit at any time to reflect your and our obligations and the terms of this contract.

15.3 Check your statements

You should check each statement of account and tell us about any entry in the statement which you dispute.

15.4 Copies of statements

You may request a copy of any statement of account at any time, subject to any fee referred to in the letter of offer.

16. Payments

16.1 Amounts due immediately

You must pay us immediately upon receipt of the statement of account:

- the amount (if any) by which the closing balance exceeds the credit limit; and
- the amount (if any) of any minimum monthly payment which remains unpaid from a previous statement of account (shown as "overdue amount" in the statement of account).

16.2 Payment by due date

You must also pay us by the statement due date the amount of a minimum monthly payment (if any) for the month in respect of which the statement of account is issued. The minimum monthly payment for that month will be the greater of 3% (rounded up to the nearest dollar) of the closing balance and \$25.

If you do not pay the minimum monthly payment by the statement due date, a late payment fee may apply.

A reversal or refund of charges to the account is not counted as a payment to the account as required by this clause 16.

16.3 Paying more

You can pay us as much as you want towards the closing balance of the statement of account in addition to the amounts referred to in clauses 16.1 and 16.2.

16.4 Currency of payment

A payment of the account can only be made in Australia and in Australian dollars. If you will be overseas when a payment is due, you will need to arrange for payments to be made to the account in Australia in your absence.

16.5 When the due date is not a business day

If the statement due date is not a business day, the payment must be made on or by the last business day immediately before the statement due date.

16.6 When payment is made

A payment will not be treated as made until the date we credit the payment to the account in the ordinary course of business. If paying by mail you should allow time for the payment to reach us before the statement due date.

16.7 Payment by cheque

The proceeds of any payment made by cheque or other instrument or through the GiroPost system will not be available to increase the available credit amount until honoured.

If your cheque or other payment instrument is not honoured in full when first presented or if a payment through the GiroPost system is not honoured in full, the payment will not be a valid payment and you will be charged the cheque dishonour fee referred to in the letter of offer.

16.8 Application of payments

If different annual percentage rates apply to different parts of the closing balance, we will apply a payment (or any remaining part) first to the part of that balance to which the highest rate applies, next to the part of that balance to which the next highest rate applies, and so on. We will apply payments in accordance with any other requirements in the credit legislation. If the credit legislation does not require us to apply a payment in a particular way, we will apply the payment in the order we decide.

17. Your liability

17.1 When you are not liable

You are not liable for losses arising from an unauthorised electronic transaction:

- where it is clear that a user has not contributed to the loss;
- caused by the fraud or negligence of our employees or agents, any third party involved in networking arrangements, or any merchant or their employee or agent;
- caused by the same transaction being incorrectly debited more than once to the same account;
- caused by a forged, faulty, expired or cancelled card, identifier or pass code;
- caused by an electronic transaction which does not require pass code authorisation that occurred before receipt of the card;

- caused by an electronic transaction which requires pass code authorisation that occurred before receipt of the pass code;
- arising from an unauthorised electronic transaction that can be made using an identifier without the card or pass code; or
- arising from an unauthorised electronic transaction that can be made using the card, or the card and an identifier, but without a pass code, if you do not unreasonably delay reporting the loss or theft of the card.

17.2 When receipt of card or pass code is disputed

If there is a dispute about whether a user received a card or pass code, it will be presumed that the user did not receive it, unless we can prove that the user did receive it. We can prove that the user did receive it by obtaining an acknowledgment of receipt from the user. We can't rely on proof of delivery to the correct mailing address or electronic address of the user to prove that the user did receive it.

17.3 When you are liable

Where we can prove on the balance of probability that a user contributed to a loss from an unauthorised electronic transaction through fraud, or breaching the pass code security requirements, then you are liable in full for the actual losses that occur before the loss, theft or misuse of the card or breach of pass code security is reported to us. However you are not liable for the portion of losses:

- incurred on any one day that exceeds any applicable daily transaction limit on your account;
- incurred in any period that exceeds any applicable periodic transaction limit on your account;
- that exceeds the balance on your account, including any pre-arranged credit; or
- incurred on any account that you and we had not agreed could be accessed using the card or identifier and/or pass code used to perform the electronic transaction.

You are liable for losses arising from unauthorised electronic transactions that occur because a cardholder contributed to losses by leaving a card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

Where we can prove, on the balance of probability, that a user contributed to losses resulting from an unauthorised electronic transaction by unreasonably delaying reporting the misuse, loss or theft of a card, or that the pass code security has been breached, you are liable for the actual losses that occur between when you became aware of the security compromise (or should reasonably have become aware in the case of a lost or stolen card), and when the security compromise was reported to us. However you are not liable for the portion of losses:

- incurred on any one day that exceeds any applicable daily transaction limit on your account;
- incurred in any period that exceeds any applicable periodic transaction limit on your account;
- that exceeds the balance on your account, including any pre-arranged credit; or
- incurred on any account that you and we had not agreed could be accessed using the card and/or pass code used to perform the electronic transaction.

17.4 Where pass code was required

Where a pass code was required to perform an unauthorised electronic transaction and clause 17.3 does not apply, your liability is the lesser of:

- \$150;
- the actual loss at the time of notification to us of the misuse, loss or theft of the card, or of the breach of pass code security (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your card or your account); and
- the balance of your account.

17.5 Visa credit card scheme rules

If a user reports an unauthorised electronic transaction, we will not hold you liable for losses under this clause 17 for an amount greater than your liability if we exercised any rights under the rules of the Visa credit card scheme at the time the report was made against other parties to the scheme (for example, chargeback rights).

17.6 System or equipment failure

You will not be liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete an electronic transaction which has been accepted by the system or equipment in accordance with a user's instructions. If a user should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability in relation to an electronic transaction will be limited to correcting any errors and refunding any fees or charges imposed on you.

17.7 ePayments Code

Despite any of the above provisions, your liability will not exceed your liability under the provisions of the ePayments Code, where that code applies.

17.8 Transactions other than unauthorised electronic transactions

For a transaction that is not an unauthorised electronic transaction, if a card or pass code is used without authority, you are liable for that use before notification to us of the unauthorised use, up to the credit limit less any amount recovered by us by exercising our rights (if any) under the operating rules applicable to the Visa credit card scheme against other parties to that scheme.

18. Cancellation of card and closure of account

18.1 When we can close the account

We may cancel your card and close the account at any time. We will give you notice that we consider reasonably necessary. In some cases notice may be after we have cancelled the card or closed the account.

We will not cancel any individual card without good reason but we may cancel a card at any time without prior notice if we believe that use of the card may cause loss to you or us, or where required for security or credit risk purposes. If we do so, we will give you written notice as soon as possible afterwards.

18.2 Closing account without prior notice

We may close the account without prior notice if:

- we believe that use of a card or the account may cause loss to you or to us or where required for security or credit risk purposes;
- the account is inactive; or
- the credit limit has been exceeded. If we have not closed the account when the credit limit was exceeded before, we can still close it when the credit limit is exceeded again.

Unless you are in default or we have already given you notice, we will give you written notice as soon as possible after we close your account.

We may also close the account upon giving you not less than 3 months written notice.

If the account is closed, all cards issued in relation to the account will be cancelled.

18.3 When you can close the account or cancel cards

You may close the account and terminate the contract at any time by making a written request to us or by using the form on our website available at www.themutual.com.au.

If the account is closed, all credit cards issued in relation to the account will be cancelled.

You may cancel a card at any time. You can do this by contacting any of our branches or by phoning 1300 688 825.

You may request us in writing under clause 4.4 to cancel the card of an additional cardholder.

18.4 When the account is closed or a card is cancelled

If the account is closed, including when you request it:

- all cards must not be used;
- all cards must be returned to us (cut diagonally in half through the chip) or you must satisfy us that they have been destroyed;
- you must pay the minimum monthly payment each month if an outstanding balance remains;
- your obligations under the contract will continue until you pay us the total amount you owe us (including amounts which you become liable to pay under the contract and which are not yet debited to the account); and
- you should cancel all periodic debit authorities which apply to the account.

If the account has a positive (credit) balance when it is closed, we will send you a cheque for that balance (unless those funds have been remitted as unclaimed money as required by legislation) or deposit the funds into any of your accounts with us.

19. Default

19.1 When will you be in default?

You will be in default if you do not pay us any payment due when it is due, you exceed the credit limit, you do not comply with your other obligations under the contract, or you give us incorrect or misleading information.

19.2 What can happen if you are in default?

If you are in default we may:

- cancel all cards;
- require you to pay us on demand the outstanding balance of the account (including amounts which you become liable to pay under the contract and which are yet to be debited to the account);
- exercise any other rights that the law gives us; and
- require you to pay us on demand reasonable enforcement expenses we reasonably incur in the exercise of our rights against you, including legal fees.

19.3 Notice of default

Our right to take action against you under clause 19.2 is subject to any applicable requirement of the National Credit Code that we first give a notice allowing you to remedy the default.

19.4 Judgment

If an obligation to pay us an amount under the contract becomes merged in a court order or judgment, you must pay us interest on that amount daily until paid at the rate of interest applying to our Visa credit cards at that time.

20. Codes of practice

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

21. Changes

21.1 When we can change the contract

We may change the contract at any time without your consent:

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

- to make them clearer.

21.2 Changes we can make

The kinds of changes we may make without your consent are as follows:

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

21.3 Notice of changes

We will give you notice of any change as required by any applicable law or code.

We will give you notice of an increase in the annual percentage rate by writing to you or by newspaper advertisement no later than the day on which the increase is to take effect.

We will give you at least 20 days written notice if we:

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

We will give you at least 30 days written notice of:

- any change in the manner in which interest is calculated or the frequency with which it is debited; or
- the imposition of a new fee or charge.

We will give you information on current interest rates and fees and charges on request.

22. General matters

22.1 Change of address

You must tell us promptly if you change your address.

22.2 No waiver

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

22.3 Assignment

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

22.4 Commission

If you take out consumer credit insurance arranged through us then we may receive commission for the introduction of insurance business. The commission will be disclosed in the letter of offer.

22.5 Evidence

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

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

22.6 National Credit Code

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

23. Card security guidelines

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

Guidelines for ensuring the security of the card and PIN

- Sign the back of the card immediately upon receipt.
- Destroy the card on the expiry date by cutting it diagonally in half through the chip.
- Do not let anyone else use the card.
- Take reasonable steps to protect the card and PIN from loss, theft or unauthorised use.
- Notify us immediately if you become aware that a card has been lost or stolen, or a card, PIN or card details have been used by someone else without your authority.
- Do not tell or show the PIN to another person or allow it to be seen by another person, including family and friends.
- If you change the PIN, do not select a PIN which represents your birth date or a recognisable part of your name.
- Do not record the PIN on the card or keep a record of the PIN on anything which is kept with or near the card unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record.

24. Definitions

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

additional card means a card issued to an additional cardholder.

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

annual percentage rate means the annual percentage rate or rates of interest under the credit contract.

ATM means automatic teller machine, which is an EFT terminal that we advise can be used to obtain a cash advance with the use of the card and PIN.

available credit amount means the amount obtained by subtracting from the credit limit:

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

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

BPAY payment means a payment transacted by us on your behalf using BPAY.

business day means a day that is not Saturday or Sunday, a public holiday, special day, or bank holiday in the place in which any relevant act is to be done.

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

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

cardholder means you or any additional cardholder.

cash advance means a transaction on the account which results in you receiving actual cash (whether at a branch or via an EFT terminal or by other means) and includes:

- a purchase of “quasi-cash” items such as gambling chips or travellers cheques;
- the payment of a bill at a bank or agent of the biller, which is nominated by the biller (for example, the payment of tertiary fees or utility bills);
- a funds transfer to another account held by you or a third party with us or another financial institution; or
- a BPAY payment.

chargeback means a request by you for a reversal of a transaction where a dispute exists between you and a merchant over that transaction in accordance with the Visa card scheme rules.

contract means the credit contract between you and us, which is made up of these conditions of use and the letter of offer.

credit limit means the credit limit for the account set out in the letter of offer and, if varied, the credit limit as varied.

due date means the date set out in your statement of account as the date the minimum monthly payment is due.

EFT means electronic funds transfer.

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

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

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

electronic transaction means a payment, funds transfer or cash withdrawal transaction initiated using electronic equipment and using the card, PIN and/or card details that is not intended to be authenticated by comparing a manual signature with a specimen signature.

letter of offer means the letter of offer we send you advising of our approval of your application for a card.

minimum monthly payment means the minimum payment you must make in a month under the contract.

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

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

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

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

purchase means any transaction (other than a cash advance) with a merchant, the payment for which is authorised by a cardholder to be made on the account. It includes an order made for goods or services which are not taken.

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

unauthorised means without the knowledge or consent of a cardholder.

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

user means you and (where permitted by us) any person you authorise to be an additional cardholder or authorised signatory to an account.

Verified by Visa means an online purchase identity verification system providing an additional level of security.

VisaNet transaction means an international or domestic transaction where 'Credit' is selected on an EFT terminal, a mail order, telephone or internet transaction, or a transaction effected with a paper based signature.

we, us and our means Maitland Mutual Limited trading as The Mutual Bank ABN 94087651983, AFSL/Australian credit licence 238139 and its successors and assigns.

you and your means the account holder of the account subject to these conditions of use. If there is more than one of you it means all of you jointly and each of you severally. It includes your successors and assigns.



Head Office

417 High Street Maitland NSW 2320

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