



Conditions of Use including:-

Part A – Information Statement;

Part B – Visa Conditions of Use;

Part C – Regional Australia Bank Qantas Rewards Program Terms and Conditions; and

Part D – Platinum Concierge Service Terms and Conditions.

Contents:

PART A - INFORMATION STATEMENT	1
1. The Contract	1
1.13 In that case, what happens to the premiums?	2
1.14 What happens if my credit contract ends before any insurance contract over mortgaged property?	2
2. General	2
PART B - VISA CONDITIONS OF USE	3
1. Introduction	3
2. Definitions	3
3. The Credit Card Contract	4
4. Account Activation and Card Security	4
5. Additional Cardholders	6
6. Credit Limit	6
7. Codes of Practice	6
8. Using the Credit Card Account	6
9. Authorisation by Us	7
10. Direct Debit and Other Standing Authorities	7
11. Credit Card Acceptance	7
12. Balance Transfer	7
13. Interest Rates	7
14. Interest	7
15. Fees and Charges	7
16. Using the Card Outside Australia	8
17. Statements	8
18. Payments	8
19. Application of Payments	8
20. Default	9
21. Cancellation of the Card by Us	9
22. Cancellation of the Card by You	9
23. When a Card is Cancelled or the Account is Closed	9
24. Change of Address	9
25. Changes to the Contract	9
26. Card Renewal	10
27. No Waiver	10
28. Assignment	10
29. Commissions and Related Payments	10
30. Evidence	10
31. National Credit Code	10
32. Credit Reporting	10
33. Privacy	10
34. Credit Card Security Guidelines	11
35. Error or Dispute Resolution	11
36. BPAY	12
37. Visa Secure	13
38. Changes To These Terms And Conditions	13
PART C - REGIONAL AUSTRALIA BANK QANTAS REWARDS PROGRAM TERMS AND CONDITIONS	15
1.1 Definitions	15
1.2 Interpretation	15
2. Qantas Frequent Flyer Program And Earning Qantas Points	15
3. Qantas As A Bonus Partner	16
4. How Qantas Points Are Credited To Your Qantas Frequent Flyer Membership Account	16
5. When You Will Not Earn Qantas Points Or Your Qantas Points May Be Terminated	16
6. Changes To These Terms And Conditions	17
7. Limitation Of Liability	17
8. Tracking Your Qantas Points	17
9. Additional Privacy Acknowledgement And Consent	17
10. General	18

PART A - INFORMATION STATEMENT

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

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

1. The Contract

1.1 How can I get details of my proposed credit contract?

We must give you a pre-contractual statement containing certain information about your contract.

The pre-contractual statement, and this document, must be given to you before:

- Your contract is entered into; or
- You make an offer to enter into the contract; whichever happens first.

1.2 How can I get a copy of the final contract?

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

We have to give you a copy:

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

1.3 Can I terminate the contract?

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

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

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

1.4 Can I pay my credit contract out early?

Yes. You can pay us the amount required to pay out your credit contract on the day you wish to end your contract.

1.5 How can I find out the pay out figure?

You can write to us at any time and ask for a statement of the payout figure as at any date you specify. You can also ask for details of how the amount is made up. We must give you the statement within 7 days after your request. You may be charged a fee for the statement.

1.6 Will I pay less interest if I pay out my contract early?

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

1.7 Can my contract be changed by Us?

Yes, but only if your contract says so.

1.8. Will we tell you in advance if we are going to make a change in the Contract?

A change to the contract will depend on the type of change. For example:

- (a) You will get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper or on our website.
- (b) You will get 20 days advance written notice for:
 - a change in the way in which interest is calculated; or
 - a change in credit fees and charges; or
 - any other changes by us; except where the change reduces what you have to pay or the change happens automatically under the contract.

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

Yes. You should first talk to us to see if we can come to some sort of arrangement. If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at 1800 931 678, info@afca.org.au, www.afca.org.au or GPO Box 3, Melbourne Vic 3001.

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

You can also contact ASIC, the regulator, for information on 1300 300 360 or through ASIC's Website at www.asic.gov.au.

1.10 Do I have to take out insurance?

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

1.11 Will I get details of my insurance cover?

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

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

You can always ask the insurer for details of your insurance contract. If you ask in writing, your

insurer must give you a statement containing all the provisions of the contract.

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

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

1.13 In that case, what happens to the premiums?

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

1.14 What happens if my credit contract ends before any insurance contract over mortgaged property?

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

2. General

2.1 What do I do if I cannot make a repayment?

You should get in touch with us immediately. Discuss the matter and see if you can come to some arrangement. You can ask us to change your contract in a number of ways, for example:

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

2.2 What if my Credit Provider and I cannot

agree on a suitable arrangement?

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

If we still refuse your request you can complain to our external dispute resolution scheme, AFCA. Further details about AFCA are set out below.

2.3 Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law states that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact our external dispute resolution scheme, AFCA, or ASIC or get legal advice.

2.4 Do I have any other rights and obligations?

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

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, PLEASE CONTACT US. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH US BEFORE CONTACTING OUR EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO US YOU CAN CONTACT OUR EXTERNAL DISPUTE RESOLUTION SCHEME, THE AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY (AFCA), OR GET LEGAL ADVICE.

AFCA IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. AFCA CAN BE CONTACTED BY PHONE ON 1800 931 678, BY E-MAIL AT info@afca.org.au OR BY WRITING TO: AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY, GPO BOX 3, MELBOURNE 3001. WEBSITE - www.afca.org.au PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

PART B - VISA CONDITIONS OF USE

1. Introduction

Your credit Card contract comprises:-

- (a) these Conditions of Use; and
- (b) Your Letter of Offer.

These terms govern the Use of the Card and all transactions on the Account.

Before You activate Your Card You should read all these documents carefully. You should also read the Information Statement which appears at the beginning of these Conditions of Use.

Please contact Regional Australia Bank if You do not understand, or are unsure about any aspect of the credit Card contract.

If Your Card includes the Qantas Frequent Flyer Program please read the section relating to the program in these Conditions of Use. If You have any questions concerning these documents, please contact Us.

(This document does not contain all the information We are required by law to give You before the contract is made. Further information is contained in the Letter of Offer and the Financial Table.)

2. Definitions

In these conditions and the Letter of Offer and Financial Table:

Account means the Account Regional Australia Bank set up to record transactions under Your Credit Contract with Us.

Additional Cardholder means a person to whom Regional Australia Bank issues a Card, at the Account Owner's request and who is authorised to transact on the Card Account.

Account Owner means You, being an individual who is a Regional Australia Bank member, and does not include any Additional Cardholder. The Account owner is the person responsible for all transactions on the Card.

Annual Percentage Rate means the annual percentage rate or rates set out in the Letter of Offer and Financial Table and, if varied, the rate as varied.

ATM (Automatic Teller Machine) is an EFT terminal, which We advise can be Used to obtain a cash advance with the Use of the Card and PIN.

Available Credit Amount means the amount obtained by subtracting from the Credit Limit:

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

Balance Transfer means the transfer by Regional Australia Bank of any non-Regional Australia Bank credit Card, store Card or charge Card Account held by You, which You ask Us to Transfer and which We agree to transfer, to the Card Account.

Bank@Post is Australia Post's agency banking service, with facilities at over 3,200 Australia Post outlets around the nation.

Bank@Post allows You to make deposits to Your Regional Australia Bank Visa Credit Card which You can Use with an accompanying Personal Identification Number (PIN).

You can also Use Your Regional Australia Bank Visa Credit Card to access Your Cash Advance via Bank@Post.

Bill means an organisation which tells You that You can make payments to them Using BPAY.

BPAY® means the electronic payment scheme which enables You to effect payment to Billers who participate, either via telephone or internet access or by any other method approved by Us from time to time.

BPAY Payment means a payment transacted Using BPAY.

Business Day means a day other than a Saturday or Sunday or a day gazette as a public holiday throughout Australia.

Card(s) means the Visa Card We issue to You or to any Additional Cardholder for Use on Your Account.

Card Details means the information provided on Your 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 is deemed to include;

- 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.

Charge means an amount debited to the Account, including a cash advance, purchase, balance transfer, fee, interest charge, tax and any other amount You have agreed to pay Us or be liable for under the contract.

Credit Contract means the credit contract between You and Us, comprising these Credit Card Conditions, the Letter of Offer and the Financial Table.

Credit Limit means the credit limit for the Account set out in the Letter of Offer and Financial Table as varied from time to time

Cut Off Time means the time advised to You, prior to You confirming the payment instructions, by which Your payment instructions must be received by Us in order for those instructions to be processed that Business Day by BPAY or by Us for any other payment or transfer instructions.

Conditions of Use means these Visa Credit Card Conditions of Use and/or any other conditions of Use as provided by Us from time to time.

Delinquent Account means the status of the Account when You have not met the payment conditions under the contract.

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 EFT transaction and includes, but is not limited to, an ATM and EFTPOS.

EFT Transaction means a funds transfer initiated by giving an instruction to Us through electronic equipment and Using the Card, PIN and/or Card details, but not requiring a manual signature.

EFTPOS (Electronic Funds Transfer Point of Sale terminal) is an EFT Terminal which We advise can be Used to make purchases with the Use of the Card (and without the PIN).

Electronic Equipment includes, but is not limited to, an EFT Terminal, computer, television and telephone.

Financial Table means the Financial Table set out in Your Letter of Offer. It forms part of Your Credit Card Contract

Inactive Account means a credit Card Account that has not been operated on either by deposit or withdrawal for a period of 24 months.

Letter of Offer means the letter that Regional Australia Bank sends to You, including the Financial Table, offering a particular Card Account and forms part of Your Credit Card Contract.

Minimum Monthly Payment means the amount determined in accordance with Clause 18.2. It will be included in the "Minimum Payment" amount in Your statement of Account.

Merchant means a Business which accepts the Card as payment for goods and services.

National Credit Code means Schedule 1 of the *National Consumer Credit Protection Act(Cth)*.

PIN means the personal identification number which is issued to a Cardholder by Us for Use with a Card at an ATM.

Purchase means any transaction (other than a Cash Advance) with a merchant, the payment for which is authorised by a Cardholder to be made on the Account and includes an order made for goods or services which are not taken.

Personal Information has the same meaning given to that term in the *Privacy Act 1988 (Cth)* (as that definition may be amended from time to time)

Primary Cardholder means the Account Owner.

Regional Australia Bank, We, Us, or Our means Regional Australia Bank Ltd and any of our agents, employees, contractors, consultants, affiliates and related bodies corporate.

Restricted Interest Free means if You do not make the full monthly payment by the due date, interest will be backdated and charged from the due date.

Statement of Account means, in relation to a particular Statement Period, the statement issued by Regional Australia Bank pursuant to Clause 17.

Statement Period means, a period determined by Regional Australia Bank, not exceeding 40 days, commencing from the start of the Credit Contract or, if later, the day after the end of the previous statement period.

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.

You , Your means the Account Holder.

3. The Credit Card Contract

The Card is offered to You on the terms set out in these Conditions of Use, the Letter of Offer and the Financial Table. These terms govern the use of the Card and all transactions on the Card Account.

You (and if applicable, any Additional Cardholder(s)) are automatically bound by the Card Contract when You (or an Additional Cardholder) first sign a Card, activate a Card or authorise a transaction on Your Card Account after We have approved Your application.

4. Account Activation and Card Security

All Cards issued remain Our property and must be returned or destroyed if We ask You to do so.

4.1 A Card can only be Used if the Account to which it relates has been activated. A Card is only valid for the period printed on it. It cannot be Used before its commencement date or after its expiry date.

4.2 The Account is a single Account for all Cards which may be issued under the Credit Contract.

4.3 Your Account will be activated when You do one of the following:

- telephone Us to activate the Account;
- tell Us to activate the Account when We telephone You ;
- give Us Your written instruction to activate the Account; or
- visit a branch for staff to activate.

You must sign the Card as soon as You receive it and before You use it. You must also ensure that each Additional Cardholder signs his or her Card as soon as it is received and before it is Used.

4.4 Subject to these conditions, You are liable for all Charges on the Account including Charges incurred by an Additional Cardholder. You must ensure that all Cards are used in accordance with these conditions.

4.5 You or an Additional Cardholder must notify 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) by:

- (a) calling Regional Australia Bank on 132 067 during Australian Business hours; or
- (b) calling the Card Service Centre 24 hour toll free hotline in Australia on the numbers listed below:

**VISA CARD HOTLINE Australia wide toll free
1800 450 346**

Alternatively you may place a collect call from anywhere in the world to +1 303 967 1090

- 4.6 If the loss, theft or misuse occurs outside Australia You or an Additional Cardholder must notify the loss, theft or misuse of the Card or breach of PIN security:
- (a) with Us by calling as soon as possible; or
 - (b) by telephoning the VISA Card Hotline number for the country the Cardholder is in, which must be obtained from Us prior to departure (see Clause 16).
- 4.7 If for any reason the hotline is unavailable and this prevents notification, You will not be liable for any Unauthorised transaction during this period which could have been prevented had the hotline been available, provided We are notified within a reasonable time of the hotline becoming available again.
Delay in notifying Us may increase Your liability.
- 4.8 If a Card is used (in cases not involving EFT Transactions) without the authority of a Cardholder, You are liable for that use before We are advised of it, up to the Credit Limit less any amount recovered by Us by exercising Our rights (if any) under the operating rules applicable to the VISA Credit Card Scheme against other parties to that scheme.
- 4.9 You are liable for all losses caused by Unauthorised EFT Transactions unless any of the circumstances specified in Clause 4.13 below apply.
- 4.10 You are not liable for losses:
- (a) where it is clear that a Cardholder has not contributed to the loss;
 - (b) that are caused by the fraudulent or negligent conduct of employees or agents of:
 - Us;
 - any organisation involved in the provision of networking arrangements; or
 - any Merchant;
 - (c) that are caused by the same transaction being incorrectly debited more than once to the same Account;
 - (d) relating to a forged, faulty, expired or cancelled Card or PIN;
 - (e) that would exceed the amount of Your liability to Us had We exercised our rights (if any) under the VISA International Rules and Regulations against other parties to those rules and regulations; or
 - (f) resulting from Unauthorised Use of the Card or PIN:
 - in relation to an EFT Transaction which does not require PIN authorisation, before receipt of the Card;
 - in relation to an EFT Transaction which requires PIN authorisation, before receipt of the PIN;
 - in either case, after notification to Us in accordance with these Conditions of Use that the Card is being used without authority, that it has been lost or stolen, or that PIN security has been breached.
- 4.11 You will be liable for any loss of funds arising from

any Unauthorised EFT Transaction using a Card or PIN if the loss occurs before notification to Us or the VISA Card Hotline that the Card has been misused, lost or stolen or the PIN has become known to someone else and if We prove, on the balance of probabilities, that You or an Additional Cardholder contributed to the loss through:

- (a) fraud;
- (b) telling or showing a PIN to another person or allowing it to be seen by another person (including family and friends);
- (c) recording a PIN on a Card or keeping a record of a PIN on anything which is kept with or near a Card unless reasonable steps have been taken to carefully disguise the PIN or to prevent Unauthorised access to that record;
- (d) when changing a PIN, selecting a PIN which represents Your or the Additional Cardholder's birth date or a recognisable part of Your or the Additional Cardholder's name;
- (e) extreme carelessness in failing to protect the security of a PIN; or
- (f) unreasonably delaying in notifying Us or the VISA Card Hotline of the misuse, loss or theft of the Card or of a PIN becoming known to someone else and the loss occurs between the time You or an Additional Cardholder did, or reasonably should have, become aware of these matters and the time of notification to Us or the VISA Card Hotline.

4.12 However, You will not be liable for:

- (a) the portion of the loss that exceeds any applicable daily or periodic transaction limits on Your Account;
- (b) the portion of the loss which exceeds the Credit Limit of the Account; or
- (c) all losses incurred on any Account which You had not agreed with Us could be accessed Using the Card and PIN.

4.13 You may receive a partial refund:

- (a) Where a PIN was required to perform the Unauthorised transaction and Clause 4.13(c) does not apply, Your liability for any loss of funds arising from an Unauthorised transaction Using the Card, if the loss occurs before notification to Us or the VISA Card Hotline that the Card has been misused, lost or stolen or the PIN has become known to someone else, is the lesser of:
 - \$150;
 - the actual loss at the time of notification to Us or the VISA Card Hotline of the misuse, loss or theft of the Card, or of the PIN becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of Your Card or Your Account); or
 - the balance of Your Account.
- (b) Notwithstanding any of the above provisions, Your liability in the event of an Unauthorised EFT transaction will not exceed Your liability under the provisions

- of the ePayments Code, where that code applies.
- (c) In all cases where You notify Us of an Unauthorised EFT transaction on an Account, We will not hold You liable for losses that would exceed the amount of Your liability had We exercised Our rights (if any) under the operating rules applicable to the VISA Credit Card Scheme against other parties to that scheme.
- 4.14 You will not be liable for any loss suffered because an EFT Terminal accepted a Cardholder's instructions but failed to complete the transaction. If an EFT Terminal malfunctions and You should have been aware that the EFT Terminal was unavailable for use or malfunctioning, We will only be responsible for correcting errors in the Account and refunding any charges or fees imposed as a result.
- 5. Additional Cardholders**
- 5.1 We may issue a Card to any person You nominate, provided that person is over the age of 14 years and satisfies the identify verification requirements of the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth)*.
- 5.2 All transactions effected or authorised by an Additional Cardholder will be treated as having been authorised by You and You will be responsible for them.
- 5.3 You must ensure that each Additional Cardholder receives a copy of the Credit Contract, reads and understands it and protects their Card and PIN in the same way as the Credit Contract requires You to protect Your Card and PIN. If an Additional Cardholder does not comply with the Credit Contract, You will be liable to Us.
- 5.6 You acknowledge and agree that any Additional Cardholder can:
- (a) operate the Card Account in the same way that You can (however, an Additional Cardholder cannot ask Us to increase the Credit Limit or nominate another person to receive a Card); and
- (b) access financial information about the Account including information relating to transactions, the Account balance, the available credit amount and the minimum monthly payment.
- 5.6 You can at any time revoke the authority of an Additional Cardholder to operate the Account by telling Us in writing and by returning the additional Card to Us. We will then cancel the additional Card. Until the Card is returned to Us, You will continue to be liable for all transactions effected by the Additional Cardholder.
- 6. Credit Limit**
- 6.1 Your Credit Limit is set out in the Letter of Offer and Financial Table. 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.
- 6.2 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, and an over limit fee may apply. Please refer to the Letter of Offer and Financial Table.
- 6.3 We can reduce or cancel the Credit Limit at any time, whether or not You are in default under the Credit Contract and without prior notice to You. We will advise You if We do so.
- 6.4 We will debit transactions on the Account against any positive (Cr) balance before reducing the available credit amount.
- 6.5 The Credit Limit does not change simply because We debit an amount to the Account that causes the Account balance to exceed the Credit Limit.
- 6.6 At any time You can request to reduce or cancel your credit limit. This can be done in branch, over the phone or by a request via our website. Before this request can be made the outstanding balance on your card must be below the new limit you have requested.
- 7. Codes of Practice**
- 7.1 We warrant that We will comply with the requirements of the ePayments Code and the Mutual Banking Code of Practice, where those requirements apply to Your dealings with Us.
- 7.2 You may obtain general descriptive information about Regional Australia Bank products and services from Us on request.
- 8. Using the Credit Card Account**
- 8.1 The Account must not be used for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction of purchase.
- 8.2 The maximum daily ATM Cash Advance amount for the Account is AUD1,000 or as We advise You from time to time.
- 8.3 Some Merchants and financial institutions may impose a lower maximum and/or a minimum amount on EFT Transactions.
- 8.4 Cash Advances from ATMs will only be available upon entry of the correct PIN in conjunction with the use of the Card.
- 8.5 You may request a Balance Transfer in accordance with Clause 12.
- 8.6 You agree that We can debit the Account with all transactions authorised by a Cardholder. Transactions can be authorised by:
- using a Card, alone or together with Your PIN, at any EFT Terminal;
 - presenting a Card to a Merchant and signing a voucher or other documentation acceptable to Us authorising the transaction; or
 - providing the Card details to a Merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to Us, for example, over the phone or online.
- 8.7 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.
- 8.8 When a transaction is authorised by a Cardholder:
- (a) the Cardholder is confirming the validity of the amount of the transaction, that is, the transaction correctly represents the purchase price of the goods or services obtained, or the amount of the Cash Advance;

- (b) You agree that We are providing You with credit equal to the amount of the transaction on the date on which the transaction is made; and
- (c) You agree to pay (in Australian dollars) the amount of that transaction.

9. Authorisation by Us

9.1 We may choose at any time not to authorise a transaction:

- (a) if We reasonably suspect your Card is being used fraudulently;
- (b) You are in breach of these Conditions of Use;
- (c) if we are directed to by a digital wallet provider;
- (d) if we are required to under any applicable law;
- (e) if we identify that the transaction is for the purposes of gambling in accordance with the Interactive Gambling Amendment (Credit and Other Measures) Act 2023;
- (f) for any reason that We consider reasonable.

We shall not be liable to You or anyone else for any loss or damage resulting from Our refusal to do so and You indemnify Us in respect of any such loss, except as otherwise provided by these conditions.

9.2 Once We authorise a transaction We will reduce the Available Credit Amount. If the transaction is not completed, the Available Credit Amount may not be reinstated for up to five (5) Business Days after the authorisation is obtained.

10. Direct Debit and Other Standing Authorities

10.1 You can, at any time, authorise another person (a "Debit User") pursuant to a "Direct Debit Request" or similar periodic authority to debit the Account.

10.2 To cancel such an authority, You should notify that third party according to any arrangements between You and that third party. You may also notify Us.

10.3 In some circumstances, if the Account number changes, the Account is closed, a Card is lost, stolen, or cancelled, and You fail to provide alternative payment details (for example, Your new Account number) to the third party, We may stop processing the debit transactions, after giving notice to the third party, and this may cause the third party to stop providing You the goods and services.

11. Credit Card Acceptance

11.1 Financial institutions and Merchants displaying the VISA symbol will normally honour Your Card. However, credit Card promotional material displayed on any premises cannot be taken as a warranty by the financial institution, Merchant or any person carrying on Business there that all goods and services available at those premises may be purchased with the Card.

11.2 The price the Merchant charges for goods and services purchased Using the Card may vary from the price a Merchant charges for the same goods and services purchased with cash.

11.3 Unless required to do so by law, We do not accept any liability for:

- (a) any financial institution or Merchant

displaying a VISA symbol who refuses to accept or honour a Card, does not allow Cash Advances or imposes limits or conditions on use of a Card; or

- (b) goods and services purchased with a Card.

11.4 Any complaints about goods and services purchased with Your Card must be resolved directly with the Merchant concerned.

12. Balance Transfer

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

- (a) a Balance Transfer will only be permitted up to the Available Credit Amount;
- (b) the Balance Transfer amount is greater than the minimum amount We specify from time to time;
- (c) the Account is not delinquent; and
- (d) a Balance Transfer may be refused by Us at Our discretion.

13. Interest Rates

The Annual Percentage Rate that applies to the Account is stated in the Letter of Offer and Financial Table. The "Daily Percentage Rate" is calculated by dividing the Annual Percentage Rate by 365. If a change is made to the Annual Percentage Rate, You will be notified in accordance with Clause 25.2.

14. Interest

14.1 In this Clause 14, Due Date means the date set out in Your Statement of Account as the date the Minimum Monthly Payment is due.

14.2 Restricted Interest Free Purchases

We do not charge interest on a purchase listed in Your Statement of Account to the extent that:

- You make a payment in respect of that Statement of Account by the Due Date; and
- no part of that payment is applied by Us, in accordance with Clause 19, to an amount owing on a previous Statement of Account.

Otherwise, interest will be payable in accordance with Clause 14.4 on each purchase listed in Your Statement of Account from the Due Date until the date it is paid in full.

14.3 Cash Advances

There is no interest free period for Cash Advances. Cash Advances incur interest in accordance with Clause 14.4 from the date the transaction is posted to Your Account until the date the transaction is paid in full.

14.4 Calculation of Interest

Subject to Clause 14.1, 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.

14.5 Interest on deposits

We will not pay You interest on any credit balance on the Account.

15. Fees and Charges

15.1 You must pay Us the fees and charges in the amounts and at the times set out in the Financial Table, as required by these conditions or as notified under Clause 25. We may debit them to

- the Account and they will appear in Your Statement of Account.
- 15.2 You must pay Us an amount equal to any government tax, duty or charge imposed by law in any country in respect of the Card, the Account or Credit Contract, the Use of the Card or any transaction in relation to the Account, including duty on credit Card transactions (Queensland and Tasmania) and duty on credit Business (Queensland). You must pay such amounts whether or not You are primarily liable for the tax, duty or charge under the relevant law.
- 15.3 You must pay the "Annual Fee" referred to in the Financial Table (as varied from time to time). The Annual Fee will be debited to the Account upon acceptance of the Credit Contract and then annually in advance until the Card Account is closed and is paid in full (except where the Financial Table otherwise provides). No refund of the fee, or any part of it, is payable when the Card Account is closed.
- 15.4 Any fee or charge in foreign currency will be converted into Australian dollars in accordance with Clause 16.1.
- 15.5 All fees and charges debited to the Account will be payable by You in accordance with Clause 18.
- 16. Using the Card Outside Australia**
- 16.1 All transactions made overseas on the Card will be converted into Australian currency by VISA International, and calculated at a wholesale market rate selected by VISA from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the central processing date (that is, the date on which VISA processes the transaction).
- 16.2 All transactions made overseas on the Card are subject to a conversion fee equal to 2% of the value of the transaction and payable to Regional Australia Bank principal member of VISA International under which We can provide You with the Card. The amount of this conversion fee is subject to change from time to time and We will advise You in advance of any such change.
- 16.3 Some overseas Merchants and ATMs charge a surcharge for making an EFT 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.
- 16.4 Before travelling overseas, You or an Additional Cardholder should consult Us to obtain VISA Card Hotline telephone numbers for the country of destination.
- 16.5 A Cardholder must comply with all applicable exchange control and tax laws governing the use of the Card and You indemnify Us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.
- 17. Statements**
- 17.1 We will provide You with a Statement of Account each month where there is any financial activity or a balance outstanding on the Account. In all cases We will provide You a Statement of Account at least every six (6) months and You may request more frequent statements.
- 17.2 Each debit and credit to the Account takes effect on the date We assign to it which may not be the date on which it is processed and We may adjust any debit or credit at any time to reflect Your and
- Our obligations and the terms of this contract.
- 17.3 You should check each Statement of Account and tell Us of any entry in the statement which You dispute.
- 17.4 You may request a copy of any Statement of Account any time subject to any fee referred to in the Letter of Offer and Financial Table.
- 18. Payments**
- 18.1 You must pay Us immediately upon receipt of the statement of Account:
- (a) the amount (if any) by which the closing balance exceeds the Credit Limit; and
- (b) 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).
- 18.2 You must also pay Us by the statement "Due Date" the amount of a Minimum Monthly Payment (if any) for the month in respect of which the Statement of Account is issued. The Minimum Monthly Payment for that month will be the greater of 2.50% (rounded up to the nearest dollar) of the closing balance or \$20, or if that closing balance is \$21 or less, that closing balance.
- 18.3 The Statement of Account will include all amounts owing under Clause 18.1 and 18.2 in the Minimum Monthly Payment amount on the statement.
- 18.4 You may pay Us as much as You wish towards the closing balance of the Statement of Account in addition to the amounts referred to in Clauses 18.1 and 18.2. Subject to Clause 14, if the closing balance is paid in full, You may be entitled to an interest-free period in respect of certain transactions.
- 18.5 A payment of the Account can only be made in Australia and in Australian dollars.**
- 18.6 If You will be overseas when a payment is due, it will be necessary to arrange for payments to be made to Your Account in Australia in Your absence.**
- 18.7 For the purpose of this Clause 18, a reversal or refund of charges to the Account is not a payment to the Account.
- 18.9 A payment will not be treated as made until the date We credit the payment to the Account in the ordinary course of business. If paying by mail You should allow adequate time for the payment to reach Us before the statement Due Date. (The proceeds of any payment made by cheque or other instrument or through the Bank@Post system will not be available to increase the Available Credit Amount until honoured.)
- 18.10 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".
- 18.11 If Your cheque or other payment instrument is not honoured in full when first presented or if a payment through the Bank@Post system is not honoured in full, the payment will not constitute a valid payment and You will be charged the payment dishonour fee referred to in the Letter of Offer and Financial Table.
- 19. Application of Payments**
- We will apply payments We credit to the Account first to amounts owing on a previous

Statement of Account, then to amounts shown on a current Statement of Account and then to amounts debited but which have not yet appeared in a statement of Account, in each case in the following order:

- Cash Advances;
- purchases;
- fees and charges;
- government duties or charges; and
- interest.

20. Default

20.1 You will be in default under this contract if You :

- (a) fail to pay Us any amount when it is due;
- (b) exceed the Credit Limit;
- (c) fail to comply with any of Your other obligations under the contract; or
- (d) give Us incorrect or misleading information in connection with this contract which, in our reasonable opinion has a material adverse effect on your ability to comply with the terms of this Loan.

20.2 If You default We may (subject to clause 20.3):

- (a) cancel all Cards;
- (b) require You to pay Us on demand the outstanding balance of the Account (including amounts which You become liable to pay under the Credit Contract and which are yet to be debited to the Account);
- (c) exercise any other rights that the law gives Us; and
- (d) require You to pay Us on demand all enforcement expenses We reasonably incur in the exercise of our rights against You, including legal fees.

20.3 Our right to take action against You under Clause 20.2 may be subject to a requirement of the National Credit Code that We first give a notice requiring You to remedy the default. If so, You will be deemed to have failed to remedy the default specified in the notice if, at the end of the time allowed by that notice, You have remedied that default but have committed another of the same type. If You do not comply with the notice, if We are not required to give You a notice, or if the notice need not require You to remedy the default, We can take action against You under Clause 20.2.

20.4 If an obligation to pay Us an amount under the contract becomes merged in a court order or judgement, You must pay Us interest on that amount daily until paid at the rate of interest applying to our VISA Credit Cards at that time.

21. Cancellation of the Card by Us

21.1 We reserve the right to close the Account at any time.

21.2 We may close the Account without prior notice if:

- (a) We believe that use of a Card or the Account may cause loss to You or to Us (for example, if You are in default under the contract or under the Conditions of Use applicable to another credit facility provided by Us to You);
- (b) the Account is an Inactive Account; or
- (c) the Credit Limit has been exceeded. (Note that We may elect not to close the Account for this reason but the fact that We have elected not to do so on one or more

previous occasions does not stop Us from closing it whenever the Credit Limit has been exceeded.)

21.2 We may also close the Account upon giving You not less than three months written notice.

21.3 If the Account is closed, all Cards issued in relation to the Account will be cancelled.

21.4 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.

22. Cancellation of the Card by You

22.1 You may close the Account at any time by making a written request to Us. If the Account is closed, all credit Cards issued in relation to the Account will be cancelled.

22.2 You may request Us in writing, in accordance with Clause 5.6, to cancel the Card of an Additional Cardholder.

22.3 Written requests should be mailed to the postal address of the Regional Australia Bank as set out in Your Statement of Account.

23. When a Card is Cancelled or the Account is Closed

23.1 When We cancel a Card, including when You request it:

- (a) We will confirm the cancellation;
- (b) the Card must not be used; and
- (c) the Card must be returned to Us (cut diagonally in half) or You must satisfy Us that it has been destroyed.

23.2 If the Account is closed, including when You request it:

- (a) all Cards must not be used;
- (b) all Cards must be returned to Us (cut diagonally in half) or You must satisfy Us that they have been destroyed;
- (c) You must pay the minimum monthly payment each month if an outstanding balance remains;
- (d) 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
- (e) You should cancel all periodic debit authorities which apply to the Account.

23.3 If the Account has a credit balance when it is closed, We will send You a cheque for that balance (unless those funds have been remitted as unclaimed money in accordance with the law) or deposit the funds into any of Your Accounts with Us.

24. Change of Address

24.1 You must tell Us promptly if You change Your address.

25. Changes to the Contract

25.1 We may change the contract at any time without Your consent including:

- 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.
- 25.2 We will give You notice of any change in accordance with any requirement of the National Credit Code or any other code or law which may apply. For example, We will give:
- (a) notice of an increase in the Annual Percentage Rate by writing to You or by newspaper advertisement, or on Our website no later than the day on which the increase is to take effect;
 - (b) at least 20 days written notice if We:
 - increase charges relating solely to the Use of the Card, PIN or Card details or the issue of any replacement Card, PIN or Card details;
 - increase Your liability for losses for EFT 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 Credit Contract which increases Your obligations or reduces the time for any payment;
 - (c) at least 30 days (or such lesser period as may be set by the Mutual Banking Code of Practice 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 supply information on current interest rates and fees and charges on request.
- 26. Card Renewal**
We may automatically issue You and any Additional Cardholder with a replacement Card whenever the current Card expires at Our discretion. The Use of any replacement Card is subject to this Credit Contract.
- 27. No Waiver**
Our rights under this Credit 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.
- 28. Assignment**
We may assign or otherwise deal with Our rights under the Credit Contract without Your consent and in any way We consider appropriate and You authorise Us to disclose any information about the Account to any person in connection with the assignment.
- 29. Commissions and Related Payments**
29.1 If You take out "Credit Card Insurance" (a form of consumer credit insurance) through an arrangement We have with an insurance company then We may receive commission for the introduction of insurance Business.
- 29.2 If You choose to debit the premiums from Your Account (annually or monthly), such a debit will be shown on Your statement.
- 30. Evidence**
30.1 You agree that a sales voucher or other record of a transaction provided by a Merchant or ATM is admissible evidence of the transaction and of the amount shown, even if it is not signed by a Cardholder, and that, unless the contrary is established, it is conclusive evidence.
- 30.2 You also agree that a Statement given by Us stating the amount of the outstanding balance of the Account, or any other amount recorded on the Account, is admissible evidence that the amount is in fact owing at the date of the statement and that, unless the contrary is established, it is conclusive evidence.
- 31. National Credit Code**
If any provision of the Credit Contract is invalid or unenforceable under the National Credit Code, it is to be severed from the Credit Contract without affecting the validity of the remainder.
- 32. Credit Reporting**
32.1 If You apply for or hold any kind of credit with Us (including but not limited to Credit Cards), We may disclose information about You to a credit reporting body. To assist with this We may also collect personal information (including credit-related information) about You from third parties, such as any referees that You provide, Your employer, other credit providers and third party service providers.
- 32.2 Before, during or after the provision of our products and services to You, this information can be obtained, Used or disclosed by the Credit Providers for the purpose of providing products and services to You and managing our Business. When providing credit to You, this may include:
 - (a) assessing Your application for consumer or commercial credit or to be a guarantor for the applicant, assessing Your credit worthiness, managing Your loan or the arrangements under which Your loan is funded or collecting overdue payments;
 - (b) allowing a credit reporting body to create or a credit information about You; and
 - (c) if You are in default under a credit agreement, notifying, and exchanging information with, other credit providers and any collection agent of ours.
- 33. Privacy**
33.1 You agree that information about You (including credit information about You and Your Account) may be given to and obtained from any credit reporting agency, other credit providers, any person providing services in connection with the administration of Your application or Account (including Your Use of BPAY) or the marketing of Our services or those of any body corporate related to Us.
- 33.2 Our Privacy Policy contained on our Website, regionalaustrialiabank.com.au provides additional information about how We handle Your personal information, including our obligations and Use or personal information for Credit Reporting. It sets out how You can ask for access to personal information We hold about You and seek correction of that information. It also

explains how You can complain about a breach of the Privacy Act or the Credit Reporting Privacy Code, and how We will deal with Your complaint. We will give You a copy of our Privacy Policy on request.

34. Credit Card Security Guidelines

The security of Your Card is very important. The following guidelines provide examples of security measures and will not determine Your liability for any losses resulting from Unauthorised EFT Transactions. Liability for such transactions will be determined in accordance with the ePayments Code.

34.1 Guidelines for ensuring the security of the Card and PIN:

- (a) sign the back of the Card immediately upon receipt;
- (b) destroy the Card on the expiry date by cutting it diagonally in half;
- (c) do not let anyone else use the Card;
- (d) take reasonable steps to protect the Card and PIN from loss, theft or Unauthorised use;
- (e) notify Us in accordance with Clause 4.9 immediately 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;
- (f) do not tell or show the PIN to another person or allow it to be seen by another person, including family and friends;
- (g) if You change the PIN, do not select a PIN which represents Your birth date or a recognisable part of Your name. If You do Use an obvious PIN such as a name or date You may be liable for any losses which occur as a result of Unauthorised use of the PIN before notification to Us that the PIN has been misused or has become known to someone else;
- (h) 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.

35. Error or Dispute Resolution

35.1 If You have a complaint or believe that an error has occurred in any transaction, charge, refund or payment or on a Statement of Account, You should contact Us promptly on the telephone numbers listed at the front of this booklet, as set out in our communication (including statements of Account) with You or by visiting one of our branches.

35.2 To assist with our investigations You will need to provide the following information:

- (a) Your name, address, membership number, Card number and Account details;
- (b) details of the transaction, charge, refund or payment in question;
- (c) the details of any error believed to have occurred on a Statement of Account; and
- (d) the amount of the suspected error or disputed transaction, charge, refund or payment.

35.3 We may require You to confirm in writing the

details of any error which You believe has occurred in relation to a transaction, charge, refund or payment, or to a Statement of Account.

35.4 We will investigate Your complaint, and if unable to settle Your complaint immediately to Your and Our satisfaction, We will advise You in writing of the procedures for further investigation and resolution and may request further relevant details from You.

35.5 Within 21 days of receipt from You of the details of Your complaint We will:

- (a) complete our investigation and advise You in writing of the results; or
- (b) advise You in writing that We require further time to complete Our investigation.

35.6 We will complete Our investigation within 45 days of receiving Your complaint, unless there are exceptional circumstances.

35.7 If We are unable to 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 such a response.

35.8 If Your complaint has not been resolved within 120 days of receipt of the details of Your complaint, We will resolve the complaint in Your favour.

35.9 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.

35.10 When We advise You of the outcome of Our investigations, We will notify You in writing of the reasons for Our decision by reference to these Conditions of Use and (if applicable) the ePayments Code and advise You of any adjustments We have made to Your Account. If You are not satisfied with the decision, You may wish to take the matter further.

35.11 You may, for instance, contact the Australian Financial Complaints Authority or any other dispute resolution body which we utilise and advise from time to time. Details of the Australian Financial Complaints Authority may be obtained by contacting Us or visiting our Internet address.

35.12 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:

- (a) give You copies of any documents or other evidence We relied upon; and
- (b) advise You in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.

35.13 If We fail to carry out these procedures or cause unreasonable delay in resolving Your complaint, We may be liable for part or all of the amount of the disputed transaction where that failure or delay has prejudiced the outcome of the investigation.

35.14 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.

36. BPAY

36.1 Clause 36 will apply if You or an Additional Cardholder instruct Us to make a BPAY payment from Your Account.

36.2 We are a member of BPAY. We will tell You if We are no longer a member of BPAY.

36.3 We will advise You if and when other transactions can be made using BPAY but until You are advised otherwise, You may use BPAY only to make payments.

36.4 Procedures
To instruct Us to make a BPAY payment You must advise Us of the biller's code number (found on Your bill), Your customer reference number (eg Your account number with the biller), the amount to be paid and Your Card number. You acknowledge that We are not obliged to effect a BPAY payment if You do not give Us any of that information or if any of the information You give Us is inaccurate.

36.5 We will debit the value of each BPAY payment and any applicable fees to Your Account. Instructions will not be acted upon if there are insufficient funds available in Your Account.

36.6 A BPAY payment is treated as received by the biller to whom it is directed:

- (a) on the date You instruct Us to make that payment, if We receive Your instruction by 4:30pm on a Business Day; or
- (b) on the next Business Day after You instruct Us to make the payment, if We receive Your instruction after 4:30pm or on a non-Business Day.

Notwithstanding this, a delay may occur in processing a BPAY payment if a biller, or another financial institution participating in BPAY, does not comply with its BPAY obligations. While it is expected that any delay in processing a BPAY payment will not continue for more than one Business Day, it may continue for a longer period.

36.7 Processing BPAY payments
You must be careful to ensure that You tell Us the correct amount You wish to pay. If You instruct Us to make a BPAY payment and You later discover that the amount You told Us to pay was less than the amount You needed to pay, You can make another BPAY payment for the difference between the amount actually paid to the biller and the amount You needed to pay. We will not accept an order to stop a BPAY payment once You have instructed Us to make that BPAY payment. You should check Your Statement of Account carefully and promptly report to Us as soon as You become aware of any BPAY payments that You think are errors or that You did not authorise.

You should notify Us immediately if You become aware that You have made a mistake (except for a mistake as to the amount You meant to pay – for those errors see above) when instructing Us to make a BPAY payment, or if You did not authorise a BPAY payment that has been made from Your Account.

36.8 Liability for Unauthorised transactions:

We will attempt to make sure Your BPAY payments are processed promptly by the participants in BPAY and You must tell Us promptly if:

- (a) You become aware of any delays or mistakes in processing Your BPAY payment;
- (b) You did not authorise a BPAY payment that has been made from Your Account; or
- (c) You think that You have been fraudulently induced to make a BPAY payment.

Your liability for Unauthorised transactions will be determined in accordance with Clause 36.9 to 36.12

36.9 Liability for mistaken payments:
If You are responsible for a mistaken BPAY payment and We cannot recover the amount from the person who received it within 20 Business Days of Us attempting to do so, You will be liable for that payment.

36.10 Indemnity:
You indemnify Us against any loss or damage We may suffer due to any claim, demand or action of any kind brought against Us arising directly or indirectly because You did not observe any of Your obligations under this Business Day or acted negligently or fraudulently under these Conditions of Use.

36.11 Biller consent:
If You notify Us that a BPAY payment made from Your Account is Unauthorised, You must provide Us with a written consent addressed to the biller who received that payment following Us to obtain information about Your Account with that biller as is reasonably required to investigate the payment. If You do not give Us that consent, the biller may not be permitted under law to disclose to Us the information We require to investigate the payment.

36.12 Consequential damage
This clause does not apply to the extent that it is inconsistent with or contrary to any applicable law or code of practice to which We have subscribed. If those laws or that code would make this clause illegal, void, unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or, if necessary, omitted.

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

36.12 Reversals and Chargebacks
You are generally entitled to reverse or chargeback a transaction where You have used Your Card to acquire goods or services and the merchant has not provided You with the goods and or services You paid for. Reversal and or chargeback is governed by the operating rules applicable to the Visa Credit Card scheme.

NOTE - BPAY payments are irrevocable. BPAY payments for goods and or services Using Your

Card will also be governed by the operating rules applicable to BPAY as published by BPAY from time to time. If You use Your Card to make a BPAY payment, You do not have the right to reverse the payment or chargeback the transaction, notwithstanding that the merchant failed to deliver the goods and or services to You.

37. Visa Secure

37.1 You may use Visa Secure to make purchases online. However, the Visa Secure Service may only be available in connection with Participating Online Merchants.

37.2 When making an online purchase or other transaction for which Visa Secure applies, you may be asked to provide certain information to us that allows us to validate your identity and verify that you are the cardholder of the specified Visa card, such information includes, but is not limited to, a One Time Password. The information that you provide may be validated against information we hold about you and may be validated against information held by third parties.

37.3 If you are unable to provide the requested information to validate your identity, or if the information you provide is inaccurate or incomplete, or if the authentication process otherwise fails, the merchant may not accept your Visa card or payment for that transaction, and you may be unable to complete an online transaction using your Visa card.

37.4 In order to use Visa Secure, you must have the equipment and software necessary to make a connection to the Internet.

37.5 In the event you have a question regarding the authentication process or a transaction using your Visa card, you should contact us.

37.6 **Termination of Visa Secure**
We may discontinue, terminate or suspend (permanently or temporarily) the Visa Secure service, or any part of the Visa Secure service, without giving you prior notice. We may also change any aspect or functionality of the Visa Secure service at any time without giving you prior notice.

37.7 **Participating Online Merchant**
You will know that an online merchant is a participating online merchant because you will see the Visa Secure logo and you may be asked to verify your identity before completing an online transaction with that merchant.

37.8 We do not endorse or recommend in any way any participating online merchant.

37.9 Your correspondence or business dealings with, or participation in promotions of, online stores through Visa Secure, including payment for and delivery of related goods or services not purchased via Visa Secure, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the online store. Except as otherwise required by law, we have no responsibility or liability whatsoever arising out of or related to those dealings or the online store's goods, services, acts or omissions.

37.10 **Exclusion of Liabilities**
Subject to any warranty which is imported into

these Conditions of Use by law and which cannot be excluded, the Visa Secure service is provided by us "as is" without warranty of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or non-infringement.

37.11 We will not be liable for any damages whatsoever arising out of or in relation to:

- (a) your use of or access to (or inability to use or access) the Visa Secure services; or;
- (b) any other failure of performance, error, omission, interruption or defect, or any loss or delay in transmission or a transaction.

37.12 If you are dissatisfied with any aspect of the Visa Secure service, your sole and exclusive remedy is to terminate participation in the Visa Secure transaction or service, as provided in these Conditions of Use.

37.13 **Your Conduct**

Whilst using the Visa Secure service and your financial institution's Internet banking services, you agree not to:

- (a) impersonate any person or entity using the Visa Secure authentication process;
- (b) upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by the Visa Secure service or by us;
- (c) spam or flood our Internet banking service and the Visa Secure service;
- (d) modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Visa Secure service.
- (e) remove any copyright, trademark, or other proprietary rights notices contained in the Visa Secure service;
- (f) "frame" or "mirror" any part of the Visa Secure service without our prior written authorisation;
- (g) use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Visa Secure service;
- (h) otherwise interfere with, or disrupt the Visa Secure service or our Internet banking services or servers or networks connected to us or the Visa Secure service or violate these Conditions of Use or any requirements, procedures, policies or regulations in relation to the Visa Secure service; or
- (i) intentionally or unintentionally violate any applicable local, state, national or international laws or regulations relevant or applicable to the Visa Secure service.

38. Changes To These Terms And Conditions

38.1 We can change any or all aspects of Regional

Australia Bank Conditions of Use as applicable at any time without Your consent on 30 Business Days written notice.

PART C - REGIONAL AUSTRALIA BANK QANTAS REWARDS PROGRAM TERMS AND CONDITIONS

The following Terms and Conditions govern the use of the Regional Australia Bank Visa Platinum Rewards Credit Card to earn Qantas Points in the Qantas Frequent Flyer Program and the crediting of those points to Your Qantas Frequent Flyer Membership Account.

You agree that these terms and conditions apply to any Qantas Points You earn using Your Card or Card Account.

1.1 Definitions

In these Terms and Conditions:

Bonus Partner means a merchant or Business with which Regional Australia Bank has entered into an agreement for the provision of certain benefits to You.

Bonus Points means Qantas Points which may be accrued by a Member when purchasing goods or services from, or utilising the services provided by Bonus Partners from time to time where additional Qantas Points are earned in accordance with a special promotion.

Business Expenses means transactions that are reasonably deemed by Regional Australia Bank to be wholly or partly for a Business or investment purpose.

Calendar Month means each month or part thereof where You accrue Qantas Points in accordance with these Terms and Conditions.

Rewards Card(s) means the Regional Australia Bank Visa Platinum Rewards Credit Card.

Eligible Transaction means purchases made Using a Card which are not Ineligible Transactions.

Ineligible Transactions means the transactions listed in Clause 5.1.

Member means a person who is enrolled in the Qantas Frequent Flyer Program and has been allocated a loyalty membership number and is the Account Owner.

Monthly Rewards Balance means the total number of Qantas Points earned during a Calendar Month.

Qantas means Qantas Airways Limited ABN 16 009 661 901 (or such other company that operates the Qantas Frequent Flyer Program).

Qantas Conditions of Carriage means the Conditions of Carriage which apply to travel on Qantas flights these conditions of carriage can be viewed at

www.qantas.com/travel/airlines/conditions-carriage/global/en

Qantas Frequent Flyer Membership Account means the Account established by Qantas to record the Account Owner's membership of the Qantas Frequent Flyer program.

Qantas Frequent Flyer Membership Number means the Qantas Frequent Flyer Program membership number assigned by Qantas to the Account Owner.

Qantas Group means Qantas and its related bodies corporate (as defined in the Corporations Act 2001).

Qantas Bonus Points means additional Qantas Points earned at the rate disclosed in Your Letter of Offer on select transactions as set out in section 3 of these Terms and Conditions.

Qantas Points means points in the Qantas Frequent Flyer Program.

Qantas Points Cap means the maximum number of Qantas Points as advised in Your Letter of Offer that can be earned in any Calendar Month.

Qantas Frequent Flyer (QFF) Program means the loyalty program known as the Qantas Frequent Flyer program conducted by the Qantas Group from time to time.

Qantas Frequent Flyer Terms and Conditions means the terms and conditions of the QFF Program, as amended from time to time by Qantas. The current version of the Qantas Frequent Flyer Terms and Conditions can be viewed at <http://www.qantas.com.au/fflyer/dyn/program/terms>.

Regional Australia Bank Qantas Rewards means the program operated by Us which allows You to accrue Qantas Points which are directly credited to Your Qantas Frequent Flyer Account in accordance with these Terms and Conditions.

Terms and Conditions means these Terms and Conditions, as amended from time to time.

1.2 Interpretation

- (a) Unless they are defined above, terms, which have a defined meaning in the Conditions of Use, will have the same meaning in these terms and conditions.
- (b) The singular includes the plural and vice versa.
- (c) A reference to anything includes the whole and each part of it.
- (d) A reference to a document includes any variation or replacement of it.
- (e) The words "Include", "Including", "for example" or "such as", do not limit the meaning of the words preceding them to that example or examples of a similar kind.

2. Qantas Frequent Flyer Program And Earning Qantas Points

2.1 To earn Qantas Points, You must be a member of the Qantas Frequent Flyer Program and have supplied to Regional Australia Bank Your valid Qantas Frequent Flyer Membership Number and any other membership information requested by Us in order for Your Qantas Frequent Flyer Account to be credited with Qantas Points accrued through the use of Your Card.

2.2 Being an Account Owner does not mean You will automatically receive membership to the Qantas Frequent Flyer Program.

2.3 Membership to the Qantas Frequent Flyer Program is available only to individuals (that is, companies, firms, associations and other organisations are not able to earn Qantas Points). Membership and the redemption of Qantas Points is subject to the Qantas Frequent Flyer Terms and Conditions.

2.4 Once credited to Your Qantas Frequent Flyer Account, Qantas Points and the redeeming of Qantas Points are subject to the Qantas Frequent Flyer Terms and Conditions.

- 2.5 Qantas has absolute discretion operating, varying or terminating the Qantas Frequent Flyer Program (including refusing membership to any Account Owner) and We will not be responsible for the impact that this may have on Qantas Points accrued through the use of the Card or Card Account.
- 2.7 Qantas Points and Qantas Bonus Points are not property and do not have any monetary value except in respect of the value assigned to them by Us.
- 2.8 You cannot transfer Your Qantas Points to any other person or entity, except as provided for under the Qantas Frequent Flyer Terms and Conditions. In the case of Your death or bankruptcy, any Qantas Points that You have accrued which have not been credited to Your Qantas Frequent Flyer Account will automatically be forfeited and cannot be used by any other person.
- 2.9 Any air travel undertaken as a result of participation in the Qantas Frequent Flyer Program is subject to the Qantas Frequent Flyer Terms and Conditions and the Qantas Conditions of Carriage as amended from time to time.
- 2.10 Regional Australia Bank will not be liable to You or any person in any manner for any claim arising in connection with any air travel undertaken by any Qantas Frequent Flyer member or, if for any reason (except in the case of Regional Australia Bank's fraud, mistake or negligence), Your Qantas Points are unable to be used.
- 2.11 Subject to these Terms and Conditions and the Qantas Frequent Flyer Terms and Conditions:
- You will accrue Qantas Points each time You or an Additional Cardholder uses the Card for Eligible Transactions, whether in Australia or in any other country; and
 - Qantas Points accrued will be credited to Your Qantas Frequent Flyer Membership Account monthly.
 - You will, subject to these terms and conditions, accrue Qantas Points for Eligible Transactions. The rate of accrual of Qantas Points is set by Regional Australia Bank in its absolute discretion and is subject to change from time to time. Any such changes will be notified to You in accordance with Clause 6.2 of these Terms and Conditions.
- 2.12 Qantas Points are calculated on the whole Australia dollar value of Your Eligible Transactions. The total value of Your Eligible Transaction is rounded down to the whole Australian Dollar value, ignoring cents.
- 2.13 We will make Bonus Points available on such terms and conditions as We determine.
- 3. Qantas As A Bonus Partner**
- 3.1 You will earn Qantas Bonus Points on the following transactions:-
- Qantas flights (with a QF flight number);
 - Qantas Club membership; and
 - membership to the Qantas Frequent Flyer Program; and are purchased directly on the Qantas merchant account (i.e. directly with Qantas or some travel agents)
- 3.2 Qantas Bonus Points will not be earned on in relation to *Qantas Freight, Qantas Holidays, Qantas Business Travel, Jetset Travelword chanel, Qantas Staff Travel* or the *Jetstar Group* of companies.
- 4. How Qantas Points Are Credited To Your Qantas Frequent Flyer Membership Account**
- 4.1 If You have supplied Your Qantas Frequent Flyer Membership Number to Us, at the end of each statement period, We will calculate Your Monthly Rewards Balance. Regional Australia Bank will then arrange for Your Monthly Rewards Balance to be sent to Qantas and the Qantas Points accrued will be credited to Your Qantas Frequent Flyer Membership Account. This may take up to 10 days. However We accept no responsibility for loss or damage if Qantas Points are not credited or available for use within this time.
- 4.2 If You do not supply Us with Your Qantas Frequent Flyer Membership Number prior to making Eligible Transactions Using Your Card, Qantas Points, Qantas Bonus Points or Bonus Points (as applicable) that would otherwise be earned will accrue until such time as You supply Your Qantas Frequent Flyer Membership Number to Us BUT only from the date of approval of Membership by Qantas or approval of Your application for Your Card Account whichever is the latter. At that time, all accrued Qantas Points will be added to the current month's Monthly Rewards Balance and credited to Your Qantas Frequent Flyer Membership Account.
- 4.3 If You have a query about:-
- these Terms and Conditions;
 - Qantas Points to be credited to Your Qantas Frequent Flyer Membership Number not being credited; or
 - Your Card Account;
- Please contact Us on 132 067.
- 4.4 Any questions or queries in relation to the Qantas Frequent Flyer Program generally, should be referred to Qantas on 13 11 31.
- 4.5 Where You or any Additional Cardholder use the telephone or online services provided by Regional Australia Bank, You agree they are governed and bound by the terms and conditions of those services.
- 5. When You Will Not Earn Qantas Points Or Your Qantas Points May Be Terminated**
- 5.1 The following are Ineligible Transactions and You will not accrue Qantas Points or Bonus Points in respect of them:-
- balance transfers;
 - cash advances;
 - purchases of foreign currency or traveller's cheques;
 - Business Expenses;
 - BPay transactions;
 - any fee or charge, including any government charges or duties;
 - interest and finance charges payable or paid on Your Card Account;
 - enforcement expenses;
 - transactions which are disputed, fraudulent or involve the abuse or unauthorised Use of Your Card;
 - payments and purchases which are refunded

or reimbursed;

- payments made by You to other Regional Australia Bank loan Accounts; and
- any other transactions which from time to time may be excluded by Us (We will provide you with this notice in accordance with clause 6.3);

("Ineligible Transactions")

5.2 You will not earn Qantas Points:

- (a) if You have reached Your Qantas Points Cap;
- (b) if Your Card Account is in arrears for more than 30 days;
- (c) if You are in default under the Credit Card Contract (including these Terms and Conditions) and have been provided with notice by Regional Australia Bank of this default;
- (d) We cancel Your Card or terminate Your Card Account for any reason;
- (e) for Eligible Transactions that arise after the expiry date of Your Card;
- (f) Your Card has been reported lost or stolen;
- (g) where You dispute an Eligible Transaction;
- (h) Your Card Account is overdrawn; or
- (i) We reasonably decide that You are behaving fraudulently.

5.3 If Qantas Points, Qantas Bonus Points or Bonus Points are allocated to You after any of the events set out in section 5 of these Terms and Conditions then We will reverse that allocation accordingly.

5.4 We will not allocate Qantas Points, Qantas Bonus Points or Bonus Points (and may reverse any allocation) in respect of any Eligible Transaction which is the subject of cancellation, refund or return. Any Reversal of Qantas Points, Qantas Bonus Points or Bonus Points will be reversed at the rate at which they Were accrued.

5.5 If Your Card Account is closed and You have not provided Us with Your Qantas Frequent Flyer Membership Number, then You have 30 days from the date of closure or cancellation of Your Card Account to supply Your Qantas Frequent Flyer Membership Number so that the Qantas Points accrued can be credited to Your Qantas Frequent Flyer Account. If You do not supply Your Qantas Frequent Flyer Membership Number within this time frame, all Qantas Points accrued will be cancelled immediately on expiration of the 30 day period without prior notification.

6. Changes To These Terms And Conditions

6.1 We can change any or all aspects of Regional Australia Bank Rewards as applicable (including these Terms and Conditions) at any time without Your consent.

6.2 Changes We may make include a change to:

- (a) the way You can accrue Qantas Points, Bonus Points or Qantas Bonus Points;
- (b) the way Qantas Points are credited to Your Qantas Frequent Flyer Account; and/or
- (c) the number of Qantas Points You can accrue from Using Your Card or Card Account.

6.3 We will provide You with at least 30 days' notice of any material change to these Terms and

Conditions. You agree We may give You such notice on Our Website located at www.regionalaustaliabank.com.au.

7. Limitation Of Liability

7.1 If You are a consumer, as defined by the Competition and Consumer Act 2010 or the Australian Securities and Investments Commission Act 2001, You may be entitled to the benefits of consumer guarantees or implied conditions or warranties. You should not interpret anything in these Terms and Conditions as excluding, restricting or modifying any such conditions, warranties or consumer guarantees.

7.2 Subject to these consumer guarantees and implied conditions and warranties, We:

- (a) make no express or implied warranty or representation in connection with the rewards (including with respect to type, quality, standard or fitness for any purpose);
- (b) are not liable for any loss You suffer (including consequential loss) arising in connection with a reward (including failure to provide a reward, its loss, theft or destruction); and

7.3 Where We are liable for a breach of these Terms and Conditions then our liability will exclude any indirect or consequential loss You may suffer. Except to the extent that We cannot under any applicable law limit our liability, our liability is limited to:

- (a) where the reward constitutes goods, the replacement of the goods or supply of equivalent goods, repair of the goods, payment of the cost of replacing the goods or acquiring equivalent goods, or payment of the cost of repairing the goods; or
- (b) where the reward constitutes a service, supplying the service again or payment of the cost of having the service supplied again.

7.4 Nothing in these Terms and Conditions prevents You from being a member of any other rewards program.

8. Tracking Your Qantas Points

8.1 You will be able to track the number of Qantas Points, Qantas Bonus Points and Bonus Points You earn through eligible spending on Your Card by visiting qantas.com/login and following the instructions for Qantas Frequent Flyer membership log in.

9. Additional Privacy Acknowledgement And Consent

9.1 You authorise Us, and any of our agents, employees, contractors, consultants, affiliates and related bodies corporate to access, collect and Use information about You in connection with Regional Australia Bank Rewards including:

- (a) personal details such as Your name, address, date of birth, email address and occupation;
- (b) transaction or event information resulting in Qantas Points being credited or debited;
- (c) the number of Qantas Points credited or

- debited;
 - (d) the number or Qantas Points You accrue;
 - (e) things You tell Us about Regional Australia Bank Qantas Rewards; and
 - (f) Your Qantas Frequent Flyer Number.
- 9.2 Further, You acknowledge and authorise Qantas to provide to Us and any of our agents, employees, contractors, consultants, affiliates and related bodies corporate Your Qantas Frequent Flyer Membership Number. You acknowledge that the exchange of this information is necessary and will be limited to that which is necessary to ensure that Qantas Points can be credited to Your Qantas Frequent Flyer Membership Account and that You can be provided with the benefits of the Qantas Frequent Flyer Program (subject to the Qantas Frequent Flyer Terms and Conditions).
- 9.3 Regional Australia Bank, Qantas and any of our agents, employees, contractors, consultants, affiliates and related bodies corporate agree not to Use or disclose any of the information referred to above except in connection with:
- (a) administering the Regional Australia Bank Qantas Rewards;
 - (b) providing services relating to the Regional Australia Bank Qantas Rewards;
 - (c) planning and research of our services;
 - (d) promotion and marketing (whether targeted direct or indirect) or our services and the goods or services of Us or any other person.
- 9.4 You consent to Us disclosing your information to any party to facilitate the above purposes.

10. General

- 10.1 All complaints regarding Qantas Points or any other matter under these Terms and Conditions will be resolved by Regional Australia Bank in accordance with its dispute resolution processes.
- 10.2 You acknowledge and authorise Us, and any of our agents, employees, contractors, consultants, affiliates and related bodies corporate to exchange Your Personal Information with Qantas in accordance with Qantas Privacy Policy (located at www.qantas.com/privacy) in order for Your Qantas Frequent Flyer Account to be credited with Qantas Points accrued through the Use of Your Card.
- 10.3 You are responsible for any taxation liability or other government charge or reporting requirement arising from the earning or redemption of Qantas Points, Qantas Bonus Points or Bonus Points. Regional Australia Bank does not offer any advice or accept any responsibility with respect to these matters.
- 10.4 The number of seats available for Reward flight bookings is limited and some flights may not have any Reward seats available.
- 10.5 The failure by Regional Australia Bank to enforce a particular term or condition does not constitute a waiver of that term or condition by Regional Australia Bank.

4 July 2024



Head Office

Technology Park, Madgwick Drive, Armidale NSW 2350
PO Box U631, University of New England NSW 2351

Telephone 132 067 **Email** enquiries@regionalaustaliabank.com.au

Web regionalaustaliabank.com.au