

VISA Card Conditions of Use

Effective 01 April 2005

Sutherland Credit Union



These Conditions of Use take effect on and from 1st April 2005 except as otherwise advised in writing and replace all Visa Card Conditions of Use previously issued.

These Conditions of Use govern the use of the VISA Card to access your Linked Account(s). Your Credit Union will process the value of all transactions, and any fees and charges, to your Linked Account(s). Each such transaction will be governed by these Conditions of Use and by the Terms and Conditions for the relevant Linked Account. You should read all these documents carefully and retain them for future reference. Copies of each of the documents can be made available to you on request from the Credit Union.

Enquiries

If you would like any further information about the VISA card please contact the Credit Union.

Sutherland Credit Union Limited
ABN 89 087 650 708
AFSL No. 238070
Date of Issue 1st April 2005

You should follow the guidelines in the box below to protect against unauthorised use of the VISA Card and PIN. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised EFT Transactions. Liability for such transactions will be determined in accordance with clause 16 of these Conditions of Use and the Electronic Funds Transfer Code of Conduct.

Guidelines for Ensuring the Security of the VISA Card and PIN

- Sign the VISA Card as soon as you receive it;
- Keep the VISA Card in a safe place;
- If you change the PIN, you must not select a PIN that represents your birth date or a recognisable part of your name;
- Never write the PIN on the VISA Card;
- Never write the PIN on anything that is kept with or near the VISA Card;
- Never lend the VISA Card to anybody;
- Never tell or show the PIN to another person;
- Use care to prevent anyone seeing the VISA Card number and PIN being entered at Electronic Equipment;
- Immediately report the loss, theft or unauthorised use of the VISA Card to your Credit Union or to the VISA CARD HOTLINE;
- Keep a record of the VISA Card number and the VISA CARD HOTLINE telephone number for your area with your usual list of emergency telephone numbers;
- Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the VISA Card has been used without your authority; and
- Immediately notify your Credit Union of any change of address.

1. INTRODUCTION

- a. These Conditions of Use govern use of the VISA Card to access to your Linked Account(s) at your Credit Union. Each transaction on a Linked Account is also governed by the terms and conditions to which that account is subject. In the event of an inconsistency between these Conditions of Use and the terms applicable to your Linked Account(s), these Conditions of Use shall prevail.

b. Definitions

In these Conditions of Use:

“**Card Details**” means the information provided on the card and includes, but is not limited to, the card number and expiry date.

“**Credit Union**” means your credit union with which your Linked Account is held.

“**CUSCAL**” means Credit Union Services Corporation Australia Limited.

“**Day**” means a 24-hour period commencing on midnight in Sydney Eastern Standard Time or Eastern Summer Time, as the case may be.

“**EFT System**” means the shared system under which EFT Transactions are processed.

“**EFT Terminal**” means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of your Credit Union or any third party for use with a VISA Card and PIN to conduct an EFT Transaction and includes, but is not limited to, an automatic teller machine or point of sale terminal.

“**EFT Transaction**” means an electronic funds transfer instructed by you or your Nominee through Electronic Equipment using a VISA Card and/or PIN or Card Details but not requiring a manual signature.

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

“**Linked Account**” means your account(s) which you link to a VISA Card, and includes any overdraft or line of credit which you may attach to your Linked Account.

“**Merchant**” means a retailer or any other provider of goods or services.

“**Nominee**” means any person nominated by you to whom your Credit Union has issued an additional VISA Card to access your Linked Account(s).

“**PIN**” means the personal identification number issued to you or a Nominee by your Credit Union for use with a VISA Card when giving an instruction through Electronic Equipment.

“**VISA Card**” means the VISA Card issued to you or a Nominee by your Credit Union.

- c. Unless otherwise required by the context, a singular word includes the plural and vice versa.

2. CODES OF CONDUCT

- a. Your Credit Union warrants that it will comply with the requirements of the Electronic Funds Transfer Code of Conduct where that code applies.
- b. The relevant provisions of the Credit Union Code of Practice apply to these Conditions of Use.

3. SIGNING THE VISA CARD

You agree to sign your VISA Card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of your VISA Card.

You must ensure that your Nominee signs the VISA Card issued to them immediately upon receiving it and before using it.

4. PROTECTING THE PIN

- a. Your Credit Union will provide a PIN to use the VISA Card with certain Electronic Equipment. You agree to protect this PIN as a means of preventing fraudulent or unauthorised use of the VISA Card.
- b. You must not tell or show the PIN to another person or allow it to be seen by another person, including your family and friends.
- c. If you change the PIN, you must not select a PIN that 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 your Credit Union that the PIN has been issued or has become known to someone else.
- d. Do not record the PIN on the VISA Card or keep a record of the PIN on anything which is kept with or near the VISA Card unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record.

5. USING THE VISA CARD

- a. The VISA Card may only be used to perform transactions on your Linked Account(s). Your Credit Union will advise you of the accounts, including any credit facility, which you may link to the VISA Card.
- b. Your Credit Union will debit your Linked Account(s) with the value of all transactions, including sales and cash advance vouchers arising from the use of the VISA Card (including all mail or telephone orders placed by quoting the VISA Card number) and all other EFT Transactions, or credit your Linked Account(s) with the value of all deposit transactions at EFT Terminals.
- c. Your Credit Union will advise you from time to time:
 - (1) what EFT Transactions may be performed using the VISA Card; and
 - (2) what EFT Terminals of other financial institutions may be used.
- d. Transactions will not necessarily be processed to your Linked Account on the same Day.

6. USING THE VISA CARD OUTSIDE AUSTRALIA

- a. Use of the VISA Card outside Australia must comply with any exchange control requirements.
- b. All transactions made overseas on the VISA 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 process the transaction).
- c. All transactions made overseas on the VISA card are subject to a currency conversion fee equal to 2% of the value of the transaction and payable to CUSCAL, the principal member of VISA International under which your Credit Union can provide you with the VISA Card. The amount of this currency conversion fee is subject to change from time to time and your Credit Union will advise you in advance of any such change.
- d. Some overseas Merchants and EFT terminals 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.
- e. Before travelling overseas, you or your Nominee should consult your Credit Union to obtain the VISA CARD HOTLINE number for your country of destination. You should use the VISA CARD HOTLINE if any of the circumstances described in clause 17 apply.
- f. 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.

7. WITHDRAWAL AND TRANSACTION LIMITS

- a. You agree that the VISA Card will not be used to:
 - (1) overdraw any of your Linked Account(s); or
 - (2) exceed the unused portion of your credit limit under any pre-arranged credit facility such as line of credit or overdraft.
- b. If clause 7(a) is breached, your Credit Union may:
 - (1) dishonour any payment instruction given; and
 - (2) charge you an administrative fee as advised to you from time to time.
- c. Your Credit Union may at any time limit the amount of an EFT Transaction. The Credit Union will advise you of any such daily or periodic transaction limits in the Product Schedule which forms part of the PDS for the VISA Card.
- d. You acknowledge that third party organisations including Merchants or other financial institutions may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

8. AUTHORISATIONS

You acknowledge and agree that:

- (a) your Credit Union has the right to deny authorisation for any EFT Transaction for any reason; and
- (b) your Credit Union will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such refusal.

9. DEPOSITS AT EFT TERMINALS

- a. Any deposit you make at an EFT Terminal will not be available for you to draw against until your deposit has been accepted by your Credit Union.
- b. Cheques will not be available to draw against until cleared.
- c. Your deposit is accepted once your Credit Union has verified it in the following way:
 - (1) your deposit envelope will be opened in the presence of any two persons authorised by your Credit Union;
 - (2) should the amount you record differ from the amount counted in the envelope, your Credit Union may correct your record to the amount counted;
 - (3) your Credit Union's count is conclusive in the absence of manifest error or fraud; and
 - (4) your Credit Union will notify you of any correction.
- d. If the amount recorded by the EFT Terminal as having been deposited should differ from the amount counted in the envelope by your Credit Union, your Credit Union will notify you of the difference as soon as possible and will advise you of the actual amount which has been credited to your Linked Account.
- e. Your Credit Union is responsible for the security of your deposit after you have completed the transaction at the EFT Terminal (subject to the Credit Union's verification of the amount you deposit).

10. ACCOUNT STATEMENTS

- a. Your Credit Union will send you an account statement for the Linked Account at least every 6 months. You may request more frequent account statements.
- b. In respect of any Linked Accounts which have a pre-arranged credit facility attached such as a line of credit or overdraft, your Credit Union will send you an account statement monthly.
- c. You may request a copy of your account statement at any time.
- d. Your Credit Union may charge a fee for responding to any request by you to provide more frequent account statements or copies of your account statements.

11. TRANSACTION SLIPS AND RECEIPTS

It is recommended that you check and retain all transaction slips, receipts and payment or transfer reference numbers issued to you after conducting an EFT Transaction, as well as copies of all sales and cash advance vouchers, to assist in checking EFT Transactions against your statements.

12. ADDITIONAL CARDS

- a. You may authorise your Credit Union, if it agrees, to issue an additional VISA Card to your Nominee provided this person is over the age of 18 (unless your Credit Union agrees to a younger age).
- b. You will be liable for all transactions carried out by your Nominee on the VISA Card.
- c. Your Credit Union will give each Nominee a PIN.
- d. Your Nominee's use of the VISA Card and PIN is governed by the Conditions of Use.
- e. You must ensure that each Nominee protects their VISA Card and PIN in the same way as these Conditions of Use require you to protect your VISA Card and PIN.

13. RENEWAL OF THE VISA CARD

- a. Unless you are in breach of these Conditions of Use or your Credit Union deems otherwise for the security of the EFT System or individual accounts, your Credit Union will automatically provide you and your Nominee with a replacement VISA Card before the expiry date of the current VISA Card or additional VISA Card.
- b. If you do not wish to receive a replacement VISA Card, either for yourself or for your Nominee, you must notify your Credit Union before the expiration date of the current VISA Card. You must give your Credit Union reasonable time beforehand to arrange cancellation of the issue of a replacement VISA Card.

14. CANCELLATION AND RETURN OF THE VISA CARD

- a. The VISA Card always remains the property of your Credit Union.
- b. Your Credit Union can immediately cancel the VISA Card and demand its return at any time for security reasons or if you breach these Conditions of Use or the terms and conditions of your Linked Accounts, including capture of the VISA Card at any EFT Terminal.
- c. Your Credit Union may, at any time, cancel the VISA Card for any reason by giving you 30 Days written notice. The notice does not have to specify the reasons for the cancellation.
- d. You may cancel your VISA Card or any VISA Card issued to your Nominee at any time by giving your Credit Union written notice.
- e. If you or your Credit Union cancel the VISA Card issued to you, any VISA Card issued to your Nominee(s) will also be cancelled.
- f. You will be liable for any transactions you or your Nominee make using the VISA Card before the VISA Card is cancelled but which are not posted to your Linked Account until after cancellation of the VISA Card.
- g. You must return your VISA Card and any VISA Card issued to your Nominee to your Credit Union when:
 - (1) your Credit Union notifies you that it has cancelled the VISA Card;
 - (2) you close your Linked Account(s);
 - (3) you cease to be a member of your Credit Union;
 - (4) you cancel your VISA Card, any VISA Card issued to your Nominee, or both;
 - (5) you alter the authorities governing the use of your Linked Account(s) unless your Credit Union agrees otherwise.

15. USE AFTER CANCELLATION OR EXPIRY OF THE VISA CARD

- a. You must not use the VISA Card or allow your Nominee to use the VISA Card:
 - (1) before the valid date or after the expiration date shown on the face of the VISA Card; or
 - (2) after the VISA Card has been cancelled.
- b. You will continue to be liable to reimburse your Credit Union for any indebtedness incurred through such use whether or not you have closed your Linked Account(s) at your Credit Union.

16. YOUR LIABILITY IN CASE THE VISA CARD IS LOST OR STOLEN OR IN CASE OF UNAUTHORISED USE

- a. You are liable for all losses caused by unauthorised EFT Transactions unless any of the circumstances specified in paragraph b below apply.
- b. You are not liable for losses:
- (1) where it is clear that you and your Nominee have not contributed to the loss;
 - (2) that are caused by the fraudulent or negligent conduct of employees or agents of:
 - the Credit Union;
 - any organisation involved in the provision of the EFT System; or
 - any Merchant;relating to a forged, faulty, expired or cancelled VISA Card or PIN;
 - (3) that are caused by the same transaction being incorrectly debited more than once to the same account;
 - (4) that would exceed the amount of your liability to your Credit Union had your Credit Union exercised its rights (if any) under the VISA International Rules and Regulations against other parties to those rules and regulations; or
 - (5) resulting from unauthorised use of the VISA Card or PIN:
 - (A) in relation to an EFT Transaction which does not require a PIN authorisation, before receipt of the VISA Card;
 - (B) in relation to an EFT Transaction which requires PIN authorisation, before receipt of the PIN; or
 - (C) in either case, after notification to your Credit Union in accordance with clause 17 that the VISA Card is being used without authority, that it has been lost or stolen, or that PIN security has been breached.
- c. You will be liable for any loss of funds arising from any unauthorised EFT Transaction using the VISA Card or PIN if the loss occurs before notification to your Credit Union or the VISA Card Hotline that the VISA Card has been misused, lost or stolen or the PIN has become known to someone else and if your Credit Union proves, on the balance of probabilities, that you or your Nominee contributed to the loss through:
- (1) fraud, failure to look after and keep the PIN secure in accordance with clauses 4(b), (c) and (d), or extreme carelessness in failing to protect the security of the PIN; or
 - (2) unreasonably delaying in notifying your Credit Union or the VISA Card Hotline of the misuse, loss or theft of the VISA Card or of the PIN becoming known to someone else and the loss occurs between the time you or your Nominee did, or reasonably should have, become aware of these matters and the time of notification to your Credit Union or the VISA Card Hotline.
- However, you will not be liable for:
- (A) the portion of the loss that exceeds any applicable daily or periodic transaction limits on your Linked Account(s);
 - (B) the portion of the loss on any Linked Account which exceeds the available balance of that Linked Account (including any prearranged credit); or
 - (C) all losses incurred on any account which you had not agreed with your Credit Union could be accessed using the VISA Card and PIN.
- d. Where a PIN was required to perform the unauthorised transaction and clause 16(c) does not apply, your liability for any loss of funds arising from an unauthorised transaction using the VISA Card, if the loss occurs before notification to your Credit Union or the VISA Card Hotline that the VISA Card has been misused, lost or stolen or the PIN has become known to someone else, is the lesser of:
- (i) \$150;
 - (ii) the actual loss at the time of notification to your Credit Union or the VISA Card Hotline of the misuse, loss or theft of the VISA 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 VISA Card or your Linked Account); or
 - (iii) the balance of your Linked Account, including any prearranged credit.
- e. If, in cases not involving EFT Transactions, the VISA Card or PIN are used without authority, you are liable for that use before notification to your Credit Union or the VISA Card Hotline of the unauthorised use, up to your current daily withdrawal limit.
- f. Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the Electronic Funds Transfer Code of Conduct, where that code applies.

17. HOW TO REPORT LOSS, THEFT OR UNAUTHORISED USE OF THE VISA CARD OR PIN

- a. If you or your Nominee believe the VISA Card has been misused, lost or stolen or the PIN has become known to someone else, you or your Nominee must immediately contact your Credit Union (if during business hours) or the VISA CARD HOTLINE at any time on its emergency number detailed in the box below.
- b. The VISA Card Hotline or your Credit Union will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting your Credit Union or the VISA Card Hotline.
- c. When contacting the VISA Card Hotline, you or your Nominee should confirm the loss or theft as soon as possible at your Credit Union's office.
- d. The VISA Card Hotline is available 24 hours a day, 7 days a week.
- e. If the VISA Card Hotline is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to your Credit Union as soon as possible during business hours. Your Credit Union will be liable for any losses arising because the VISA Card Hotline is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to your Credit Union as soon as possible during business hours.
- f. If the loss, theft or misuse, occurs OUTSIDE AUSTRALIA you or your Nominee must notify an organisation displaying the VISA sign and also then confirm the loss, theft or misuse of the card:
 - (1) with your Credit Union by telephone or priority paid mail as soon as possible; or
 - (2) by telephoning the VISA CARD HOTLINE number for the country you are in, which you must obtain from your Credit Union prior to your departure in accordance with clause 6(f) of these Conditions of Use.

VISA CARD HOTLINE

Australia wide toll free

1800 224 004

Sydney Metropolitan Area

9959 7480

18. STEPS YOU MUST TAKE TO RESOLVE ERRORS OR DISPUTED EFT TRANSACTIONS

- a. If you believe an EFT Transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors, immediately notify your Credit Union. Later, but as soon as you can, you must give your Credit Union the following information:
 - (1) your name, account number and VISA Card number;
 - (2) the error or the transaction you are unsure about;
 - (3) a copy of the periodical statement in which the unauthorised transaction or error first appeared;
 - (4) an explanation, as clearly as you can, as to why you believe it is an unauthorised transaction or error, and
 - (5) the dollar amount of the suspected error.If your complaint concerns the authorisation of a transaction, your Credit Union may ask you or your Nominee to provide further information.
- b. Your Credit Union will investigate your complaint, and if it is unable to settle your complaint immediately to your and its satisfaction, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- c. Within 21 Days of receipt from you of the details of your complaint your Credit Union will:
 - (1) complete its investigation and advise you in writing of the results of its investigation; or
 - (2) advise you in writing that it requires further time to complete its investigation.Your Credit Union will complete its investigation within 45 Days of receiving your complaint, unless there are exceptional circumstances.
- d. If your Credit Union is unable to resolve your complaint within 45 Days, it 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 the Credit Union is waiting for a response from you and you have been advised that the Credit Union requires such a response.
- e. If your complaint has not been resolved within 120 Days of receipt of the details of your complaint, the Credit Union will resolve the complaint in your favour.

- f. If your Credit Union finds that an error was made, it will make the appropriate adjustments to your Linked Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- g. When your Credit Union advises you of the outcome of its investigations, it will notify you in writing of the reasons for its decision by reference to these Terms and Conditions and the Electronic Funds Transfer Code of Conduct and advise you of any adjustments it has made to your Linked Account. If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact the Credit Union Dispute Resolution Centre or any other dispute resolution body which your Credit Union may advise from time to time. The Credit Union Dispute Resolution Centre's contact details are:

The CUDRC
GPO Box 3A
Melbourne VIC 3001
Toll Free Call: 1300 780 808
Facsimile: (03) 9620 4446
Email: [info@cudrc.com.au](mailto:info@ cudrc.com.au)
Website: www.cudrc.com.au

- h. If your Credit Union decides that you are liable for all or any part of a loss arising out of unauthorised use of the VISA Card or PIN, it will:
 - (1) give you copies of any documents or other evidence it relied upon; and
 - (2) advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.
- i. If your Credit Union fails to carry out these procedures or causes unreasonable delay in resolving your complaint, your Credit Union 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.

19. TRANSACTION AND OTHER FEES

- a. Your Credit Union will advise you whether it charges a fee, and the amount of such fee, for:
 - any transactions;
 - issuing the VISA Card or any additional or replacement VISA Cards;
 - using the VISA Card;
 - issuing the PIN or any additional or replacement PIN;
 - using the PIN;
 - issuing account statements; or
- b. Any other service provided in relation to the Visa Card. Your Credit Union will also advise you whether it will debit any of your linked accounts with government charges, duties or taxes arising out of any transaction.
- c. The fees & charges payable in respect of the Visa Card are set out in the Product Schedule which forms part of the PDS for the Visa Card.

20. EXCLUSIONS OF WARRANTIES AND REPRESENTATIONS

- a. Your Credit Union does not warrant that Merchants displaying VISA signs or promotional material will accept the VISA Card in payment for goods and services. You should always enquire beforehand before selecting goods or services.
- b. Your Credit Union does not accept any responsibility should a Merchant, bank or other institution displaying VISA signs or promotional material, refuse to accept or honour the VISA Card. Your Credit Union does not warrant that EFT Terminals displaying VISA signs or promotional material will accept the VISA Card.
- c. Your Credit Union is not responsible for any defects in the goods and services acquired by you through the use of the VISA Card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or Merchant of those goods and services.

21. MALFUNCTION

- a. You will not be responsible for any loss you suffer because an EFT Terminal accepted an instruction but failed to complete the transaction.
- b. If an EFT Terminal malfunctions and you or your Nominee should have been aware that the EFT Terminal was unavailable for use or malfunctioning, your Credit Union will only be responsible for correcting errors in your Linked Account and refunding to you any charges or fees imposed on you as a result.

22. CHANGES TO CONDITIONS OF USE

- a. Your Credit Union reserves the right to change these Conditions of Use from time to time.
- b. Your Credit Union will notify you in writing at least 30 Days before the effective date of change if it will:
 - (1) impose or increase any fees or charges for the VISA Card;
 - (2) increase your liability for losses; or
 - (3) impose, remove or adjust daily or other periodic transaction limits applying to the use of the VISA Card, PIN, your Linked Account(s) or Electronic Equipment.
- c. Your Credit Union will notify you of other changes no later than the day the change takes effect by advertisement in the national or local media, notice in a newsletter or statement of account, or individual notice sent to you.
- d. Your Credit Union is not obliged to give you advance notice if an immediate change to the Conditions of Use is deemed necessary for the security of the EFT System or individual accounts.
- e. When the VISA Card is used after notification of any such changes, you accept those changes and use of the VISA Card shall be subject to those changes.

23. PRIVACY AND CONFIDENTIALITY

Your Credit Union collects personal information about you or your Nominee for the purposes of providing its products and services to you. Your Credit Union may disclose that personal information to others in order to execute any instructions, where it reasonably considers it necessary for the provision of the VISA Card or the administration of your Linked Account(s), or if it is required by law. You represent that, in supplying your Credit Union with personal information about your Nominee, you have authority to do so and will inform them of the contents of this clause. You and your Nominee may have access to the personal information your Credit Union holds about each of you at any time by asking your Credit Union. For more details of how your Credit Union handles personal information, refer to your Credit Union's Privacy Policy.

24. MISCELLANEOUS

- a. You agree that you will promptly notify your Credit Union of any change of address for the mailing of any notifications which your Credit Union is required to send to you.
- b. Your Credit Union may post all statements and notices to you at your registered address as provided for in your Credit Union's records.
- c. If the VISA Card is issued on a joint account, each party to that account is jointly and severally liable for all transactions on the VISA Card.