

# Bluey Card Conditions of Use

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QPCU Limited T/A QBANK

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## **Important Note**

This document does not contain all the terms of your Credit Contract or all of the pre-contractual information QBANK is required by law to give you before this Credit Contract is made. This pre-contractual information includes a Key Facts Sheet. Together, information on the Credit Card Schedules and these Conditions of Use form your Credit Contract. It is important that you read these documents carefully and retain them for future reference.

# Before you use your Visa Credit Card

PLEASE READ THESE CONDITIONS OF USE. THEY APPLY TO:

- all Transactions initiated through an Electronic Banking Terminal (which in these Conditions of Use refers to eftpos devices and ATMs) by the combined use of your Visa Credit Card and a Personal Identification Number (PIN) or signature; and
- all other Transactions (including telephone Transactions, internet Transactions, manually processed Transactions and, if applicable, Visa payWave Transactions) effected with the use of your Visa Credit Card or Visa Credit Card Number.

Either the activation of your Card Account or the first Transaction on your Card Account (whichever comes first) will be taken as your agreement to comply with the Credit Contract. You should be aware that a Transaction may arise on your Visa Credit Card prior to you activating the Card Account in circumstances where a Transaction is conducted manually or is below the Floor Limit where no electronic approval is required. Your Card Account will be debited with the amount of any Transaction made in these circumstances (which will increase the balance owing to QBANK).

These Conditions of Use apply to you (as the Primary Cardholder) and any Additional Cardholder.

If you fail to properly safeguard your Visa Credit Card and PIN you may increase your liability for unauthorised use (refer to section 16 for a list of circumstances where you may be held liable for unauthorised use of your VISA Credit Card).

If these Conditions of Use are not clear to you, contact QBANK BEFORE activating or using your Visa Credit Card or alternatively seek independent advice from your accountant or lawyer.

Information on current interest rates and QBANK's fees and charges is available by contacting QBANK.

Words that are capitalised in these Conditions of Use are defined in section 30 below.

# Important points to remember to safeguard your credit card account

If you fail to properly safeguard your Visa Credit Card and PIN you may increase your liability for unauthorised use.

We therefore strongly recommend that you:

- sign your Visa Credit Card immediately when you receive it;
- memorise your PIN and never store it with or near your Visa Credit Card;
- never write your PIN on your Visa Credit Card;
- never lend your Visa Credit Card to anyone;
- never tell anyone your PIN or let anyone see it, including any family member or friend;
- don't choose a PIN that is easily identified with you, e.g. your birth date, an alphabetical code which is a recognisable part of your name or your car registration;
- don't choose a PIN that is merely a group of repeated numbers;
- try to prevent anyone else seeing you enter your PIN into an ATM or eftpos device;
- never leave your Visa Credit Card unattended, e.g. in your car or at work;
- immediately report the loss, theft or unauthorised use of your Visa Credit Card to VISA CARD 24hr EMERGENCY HOTLINE on Free Call 1800 621 199 or to QBANK during working hours 13 77 28;
- keep a record of the VISA CARD 24hr EMERGENCY HOTLINE number with your usual list of emergency telephone numbers;
- examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and
- on the date of expiry, destroy your Visa Credit Card by cutting it diagonally in half (including cutting the chip on your Visa Credit Card in half).

Refer to section 16 below for a list of circumstances where you may be held to be liable for loss caused by unauthorised transactions. Any liability for losses resulting from unauthorised transactions will be determined in accordance with section 16 below, rather than the security measures listed above, which are guidelines only.

# 1. Introduction

These Conditions of Use, together with the Credit Card Schedules comprise the Credit Contract and govern the use and operation of your Visa Credit Card. It is important that you read these Conditions of Use and retain them for future reference.

These Conditions of Use apply to the Primary Cardholder and any Additional Cardholder(s).

These Conditions of Use apply to:

- your use of your Visa Credit Card, when used in conjunction with a PIN, in an Electronic Banking Terminal;
- your use of your Visa Credit Card to purchase goods or services where a PIN is not required; and
- use of your Visa Credit Card or Visa Credit Card Number in a way acceptable to QBANK (for example, to make a transaction over the telephone or internet). QBANK may attach other services to the Visa Credit Card. Any additional services that you request to be attached to your Visa Credit Card will be advised to you in writing.

The first time that:

- you activate your Card Account; or
- a Transaction occurs on your Card Account, (whichever comes first) constitutes your agreement to the conditions set out in the Credit Contract.

If you do not agree with the terms of the Credit Contract, do not:

- activate your Visa Credit Card or use it (or allow anyone else to use or activate your Visa Credit Card); or
- permit an Additional Cardholder to use their Visa Credit Card.

Instead, return all Visa Credit Cards to QBANK (cut in half for your protection including cutting in half the chip on your Visa Credit Card).

## 2. Additional Cards

You (being the Primary Cardholder) can ask QBANK to give an additional Visa Credit Card and PIN to someone else you nominate to be an Additional Cardholder on your Card Account, provided that the person you nominate is over 16 years of age. QBANK is not obliged to grant any additional Visa Credit Card and may impose other conditions in respect of the issuing or use of that Visa Credit Card. QBANK is required to comply with all laws governing the issuing of credit cards (including identification and verification of any Additional Cardholders in accordance with the AML Legislation) and you agree to provide all reasonable information and documentation requested by QBANK to allow QBANK to comply with those laws.

The number of Additional Cardholders on your Card Account may be limited by QBANK in its sole discretion.

When QBANK issues an additional Visa Credit Card at your request:

- you agree that you will provide the Additional Cardholder with a copy of these Conditions of Use and any updates QBANK makes to these Conditions of Use from time to time that are communicated to you;
- you will be liable (in the first instance) for all Transactions carried out by use of the additional Visa Credit Card. Fraudulent or unauthorised transactions can occur on Visa Credit Cards. Where you (or your Additional Cardholder) advise QBANK that a Transaction that has occurred on your Visa Credit Card or your Additional Cardholder's Visa Credit Card is fraudulent, unauthorised or disputed, QBANK will investigate and review that transaction in accordance with section 18 below
- you authorise QBANK to give to any Additional Cardholder information about your Card Account for the purposes of their use of the additional Visa Credit Card. You also authorise QBANK to act on the instructions of the Additional Cardholder in relation to their use of their additional Visa Credit Card, except to the extent that any such instructions relate to an increase to the credit limit on the Card Account termination of the Card Account or the replacement of an additional Visa Credit Card following cancellation of that Visa Credit Card by you; and
- you can cancel the additional Visa Credit Card at any time by cutting it in half diagonally (including cutting

in half the chip on the Visa Credit Card) and either returning the pieces to QBANK and requesting the additional Visa Credit Card be cancelled or by informing QBANK that you have destroyed the Visa Credit Card and disposed of the pieces securely. If you cannot destroy the additional Visa Credit Card you should contact QBANK by telephone and request that it place a "stop" on your Card Account.

If an Additional Cardholder does not comply with this Credit Contract then you (as Primary Cardholder) will be in breach of this Credit Contract (refer to section 15).

You will not be liable to QBANK for the value of any Transaction occurring on an additional Visa Credit Card after you have cancelled the additional Visa Credit Card, except in circumstances where the additional Visa Credit Card is used after it has been cancelled for:

- store purchases which are below the Floor Limit where no electronic approval is required; or
- Transactions that are processed manually

In these circumstances, it is not possible for QBANK to physically stop the Transaction from occurring. If the additional Visa Credit Card is used after you have cancelled it in these circumstances then you will be liable to QBANK for the Value of any Transaction as well as any reasonable costs incurred by QBANK in collecting the amounts owing.

### **3. Applications of Codes**

QBANK warrants that it will comply with the requirements of the ePayments Code ("the Code") as established or replaced from time to time by the Australian Securities and Investments Commission.

The provisions of any industry code of practice such as the Customer Owned Banking Code of Practice may also apply to the use of your Visa Credit Card if QBANK has agreed to be bound by an industry code of practice.

If you would like to know which industry codes of practice apply to the use of your Visa Credit Card or you would like to obtain a copy of a relevant code, you should contact QBANK.

### **4. Signing your Visa Card**

You agree to sign your Visa Credit Card as soon as you receive it and before using it, as a means of preventing unauthorised use.



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

If you believe your Visa Credit Card or PIN record has been lost, stolen or misused, or your PIN has become known to someone else, you should IMMEDIATELY report this by contacting:

DURING NORMAL BUSINESS HOURS

QBANK - 13 77 28

(8.40am to 4.30pm, Queensland Business Days)

OUTSIDE NORMAL BUSINESS HOURS

VISA CARD 24hr EMERGENCY HOTLINE

Free Call - 1800 621 199

If you contact the Visa Card 24hr Emergency Hotline:

- you will be given a reference number which you should retain as evidence of the date and time of your report; and
- you should advise QBANK, as soon as you can, that you have made a report to the Visa Card 24hr Emergency Hotline.

If for any reason any of the above methods of notification is unavailable, any losses occurring due to non-notification will be the liability of QBANK. To avoid further losses you are required to continue to try to provide notification of your lost or stolen Visa Credit Card by using one of the methods referred to above. Providing you continue to try and use reasonable endeavours having regard to your own individual circumstances to notify QBANK or the Visa Card 24hr Emergency Hotline, QBANK will continue to be liable for any loss occurring as a result of further unauthorised use of your Visa Credit Card. If you do not try to notify QBANK using any of the agreed methods of notification as is reasonable having regard to your own individual circumstances, then you may become liable for any losses occurring on your Visa Credit Card in accordance with section 16 below.

If the loss, theft or misuse occurs OUTSIDE AUSTRALIA you must notify a financial institution displaying the Visa logo and you must also then confirm the loss, theft or misuse of your Visa Credit Card with QBANK by telephone or priority paid mail as soon as possible.

If your Visa Credit Card is reported as lost or stolen, QBANK will issue to you a replacement Visa Credit Card. You must give QBANK a reasonable time to arrange cancellation and the issue of a replacement Visa Credit Card. Refer to the Credit Card Schedules for details of any fees that may apply.

## **6. Using your Visa Card**

Your Visa Credit Card is generally accepted anywhere the Visa logo is displayed in Australia or overseas. QBANK will advise you:

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

Some merchants may choose not to accept Visa credit cards. You should always check with the merchant that it will accept your Visa Credit Card before you attempt to purchase any goods or services. QBANK does not accept any responsibility if a merchant's Electronic Banking Terminal does not accept your Visa Credit Card.

If your Visa Credit Card is payWave enabled, it may be possible for your Visa Credit Card to be used to pay for Transactions that are under \$100.00 by using Visa payWave at Visa payWave participating merchants. Before authorising a Visa payWave Transaction by waving your Visa Credit Card over the merchant's enabled Visa payWave terminal, you must check that the correct amount is displayed on the Visa payWave terminal. If your Transaction exceeds \$100.00, you will be required to either sign or enter your PIN.

QBANK does not warrant that ATMs will always have money available or that all financial institutions will provide ATM services to you. You may be able to obtain cash by presenting your Visa Credit Card to a merchant or branch counter at a financial institution. In these circumstances, you may be required to provide suitable identification which identifies you as the holder of the Visa Credit Card.

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

goods or services are provided. Should your Visa Credit Card be used for unlawful purposes, QBANK may restrict you from accessing any available funds from your Card Account.

It is an offence under Australian law to conduct transactions on an account which may lead to an actual or attempted evasion of a taxation law, or an offence under any other Commonwealth or Territory law. Where QBANK has reasonable grounds to suspect that such Transaction(s) have occurred on the Card Account, QBANK is obliged to report such suspicion to the Australian Transaction Reports and Analysis Centre. Should your Visa Credit Card be used for unlawful purposes, QBANK may restrict you from accessing any available funds from your Card Account.

To facilitate the processing of transaction information, your Visa Credit Card details and transaction details may be processed by Visa in countries other than Australia. By using your Visa Credit Card, you agree that information regarding any Transactions may be processed outside of Australia.

QBANK is not responsible in the event that you have a dispute regarding the goods or services purchased with your Visa Credit Card. In the first instance, you should contact the merchant directly. If you cannot resolve the dispute with the merchant, QBANK has the ability in certain circumstances to investigate disputed transactions on your behalf (refer to section 18 below for a list of the circumstances when QBANK can investigate disputed transactions) and attempt to obtain a refund for you.

You should never sign a blank credit card transaction voucher. Doing this is like giving a merchant a signed blank cheque. Providing authorisation for an unspecified amount can leave you vulnerable to being charged non-standard and large amounts, without prior notification from the relevant merchant.

All Visa Credit Cards that are issued pursuant to this Credit Contract remain the property of QBANK. You must return all Visa Credit Cards to QBANK if it requests you to do so.

You must not use your Visa Credit Card after the Expiry Date.

Your Visa Credit Card will be registered with Verified by Visa. Verified by Visa is a program designed to authenticate online transactions. This means that when you use your Visa Credit Card online to make a purchase at a Verified by Visa Participating Merchant, your identity may need to be validated if the relevant transaction is deemed to be high risk or the relevant transaction may be declined if it is deemed to be very high risk. If you are unable to validate your identity, your Visa Credit Card may be suspended. For assistance in

these circumstances or to learn how your Visa Credit Card may be unsuspending, please contact QBANK during its normal business hours (refer to QBANK's website for details of QBANK's normal business hours).

## **7. Using your Visa Card outside Australia**

All Transactions conducted overseas will be converted into Australian dollars. Transactions will either be converted directly into Australian dollars or will be first converted from the currency in which the transaction was made into US dollars and then converted to Australian dollars by Visa. The conversion rate used is either:

- a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable processing date, which may vary from the rate Visa receives; or
- the government-mandated rate in effect for the applicable processing date.

A currency conversion fee may be payable by you when you make a transaction on your Visa Credit Card in a currency other than Australian dollars, or you make a transaction on your Visa Credit Card in any currency (including AUD) that is processed by a card scheme or billed by the merchant outside of Australia. You will be advised by QBANK whether a currency conversion fee applies and the amount of this fee at the time you apply for your Visa Credit Card.

## **8. Transaction Limits**

QBANK:

- may set temporary or permanent limits on the minimum and maximum amounts that you may withdraw from your Card Account on any one day through the Electronic Banking Terminal; and
- will advise you of any daily transaction limits that apply at the time of your application of your Visa Credit Card.

Where QBANK imposes a temporary minimum or maximum limit, QBANK will use reasonable endeavours to notify you that it has imposed a temporary transaction limit. A temporary maximum transaction limit will usually be imposed in circumstances where transactions appear to be suspicious

or fraudulent. Where QBANK imposes a new permanent minimum or maximum transaction limit, QBANK will inform you of this change in accordance with the requirements set out in section 26 of these Conditions of Use.

Please note, merchants offering eftpos facilities have the right to impose conditions on the use of such facilities. This can include imposing their own transaction limits or restrictions on the amount of cash or value that you may obtain using your Visa Credit Card. When you press the credit button at an eftpos terminal, you cannot withdraw cash.

## **9. Credit Limit**

Subject to any transaction limits which QBANK may impose in accordance with section 8, QBANK will make funds available to you up to the Credit Limit. The Credit Limit applies to the Card Account and there is not an additional Credit Limit for any additional Visa Credit Card that is issued.

You must not allow your Unpaid Daily Balance to exceed the Credit Limit, unless QBANK has consented in writing.

Transactions which are below the Floor Limit and where no electronic approval is required or Transactions that are processed manually are not authorised by QBANK before they proceed. Accordingly, in these circumstances your Unpaid Daily Balance may exceed your Credit Limit. In circumstances where QBANK's authorisation is required before a Transaction proceeds, QBANK will not authorise a Transaction in circumstances where the Transaction will result in your Credit Limit being exceeded.

If you conduct a Transaction which results in your Unpaid Daily Balance exceeding your Credit Limit, QBANK is not increasing your Credit Limit. If the Credit Limit is exceeded without QBANK's approval, you must immediately repay to QBANK any amount in excess of your Credit Limit. In these circumstances, QBANK will contact you to notify you that your Unpaid Daily Balance has exceeded your Credit Limit.

You may ask QBANK to permanently or temporarily increase your Credit Limit at any time. QBANK is not required to agree to any such request. If QBANK forms the view that your financial circumstances do not justify a permanent or temporary increase of your Credit Limit (in QBANK's opinion) or the increase in the Credit Limit is unsuitable for you (in QBANK's opinion), QBANK will not agree to increase your Credit Limit.

QBANK may only increase your Credit Limit at your request or with your written consent.

However, QBANK may reduce your Credit Limit or stop providing further credit without your consent. In these circumstances, QBANK will give you written notice prior to it reducing your Credit Limit (refer to section 26) unless circumstances exist where it reasonably believes that your use of the Visa Credit Card or Card Account may cause loss to you or QBANK. This could include circumstances where you are in default pursuant to the terms and conditions set out in this Credit Contract or where QBANK suspects that your Visa Credit Card or Card Account has been compromised. You can request that QBANK reduce your Credit Limit at any time by contacting QBANK.

At any time you can request us, including via our website, to decrease the Credit Limit which we will do as soon as we can provided that you must first repay to us the amount of the outstanding balance that would exceed your requested credit limit.

## **10. Authorisations and processing of transactions**

Certain Transactions on your Card Account may need to be authorised by QBANK before they can proceed. In these circumstances, prior to the Transaction being completed, the relevant merchant's financial institution will obtain authorisation from QBANK for the Transaction to be processed. Once authorisation is obtained, it will reduce the amount of available funds on your Card Account. If circumstances occur where authorisation is obtained from QBANK but the relevant Transaction is not completed, your available funds may be reduced for a certain period of time.

Transactions will not necessarily be processed to your Card Account on the same day that you conduct the relevant transaction. The date that you conduct the Transaction is referred to as the transaction date. Some Transactions will be processed after the transaction date. This is usually due to the relevant merchant's financial institution not processing the relevant Transaction on the transaction date. The date that QBANK processes the Transaction and applies the relevant Transaction to your Card Account is referred to as the posting date. Regardless of the posting date, QBANK will calculate all interest charges from the transaction date.

Where you make multiple Transactions on your Card Account on the same day, debit Transactions (which are Transactions

which increase your Unpaid Daily Balance, such as Purchases and Cash Advances) are posted to your Card Account before credit transactions (which are transactions which reduce your Unpaid Daily Balance, such as payments).

QBANK has the right to refuse authorisation for you to effect any Transaction if:

- QBANK has suspended your Card Account in accordance with these Conditions of Use (refer to section 14);
- in accordance with section 28 of these Conditions of Use, QBANK believes on reasonable grounds that the transaction is fraudulent or suspicious; or
- the Transaction will result in your Unpaid Daily Balance exceeding your Credit Limit.

## **11. Deposits at electronic banking terminals**

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

Proceeds of cheques will not be available for you to draw against until cleared.

## **12. Transactions debited to your card account**

QBANK will deduct from your Card Account balance (which will increase the balance owing) the value of all Transactions carried out by the use of your Visa Credit Card. QBANK will (in the first instance) consider a Transaction as having been authorised by you when:

- you conduct a Transaction;
- your Visa Credit Card or Visa Credit Card Number is used to conduct a Transaction; or
- your Visa Credit Card is presented to a merchant (or someone else on behalf of a merchant) in a way acceptable to QBANK.

Fraudulent transactions can occur on your Visa Credit Card. Where you advise QBANK that a Transaction that has been debited from your Card Account balance (which will

increase the balance owing) is fraudulent, unauthorised or disputed, QBANK will investigate and review that Transaction in accordance with section 18 of these Conditions of Use.

All Purchases, Cash Advances, Balance Transfers, interest charges and fees and charges will be debited from your Card Account balance in accordance with this Credit Contract (which will increase the balance owing). All amounts deducted from your Card Account balance will form part of your Unpaid Daily Balance.

## **13. Renewal of your Visa Credit Card**

QBANK will forward to you and any Additional Cardholder a replacement Visa Credit Card before the Expiry Date of your current Visa Credit Card or additional Visa Credit Card (providing you are not otherwise in default under the Credit Contract – refer to section 15 below). In these circumstances you will not be charged any card replacement fee.

If you do not require a replacement Visa Credit Card, either for yourself or an Additional Cardholder, you must notify QBANK before the Expiry Date of your current Visa Credit Card or additional Visa Credit Card. You must give QBANK a reasonable time to arrange cancellation of the issue of a replacement Visa Credit Card.

QBANK may issue a new Visa Credit Card to you or any Additional Cardholder at any time. All such cards are subject to these Conditions of Use. Typically QBANK will do this in circumstances where it considers that the security of your Visa Credit Card or PIN may have been compromised or where QBANK is required to issue new cards to all its cardholders as a result of Visa scheme rule changes. In these circumstances, you will not be charged any card replacement fee.

## **14. Termination of contract and additional cards**

14.1 QBANK may close your Card Account and/or cancel your Visa Credit Cards at any time:

- (1) for security reasons where the Visa Credit Card has been or is reasonably suspected by QBANK to have



been compromised and such compromise has been caused directly by you, an Additional Cardholder or other third party as a result of your conduct;

(2) if you are in default pursuant to section 15.1 and you fail to remedy that default within 30 days after receiving notice from QBANK in accordance with section 15; or

(3) if you are in default pursuant to section 15.3.

If these circumstances arise, QBANK will notify you that your Card Account has been closed or that your Visa Credit Card has been cancelled.

14.2 At any time you can request us, including via our website, to terminate this contract, which we will do as soon as we can provided that you must first repay to us the amount of any outstanding balance of the credit card account and cancel any direct debit authorisations linked to it. Upon termination of the contract all cards linked to the credit card account will be cancelled. You may terminate any additional credit card linked to the credit card account at any time by making a request to us. If there is a credit balance in the credit card account when it is closed we will pay it to you by crediting the amount to any other account you have with us; or by sending you a cheque; or as you direct us in writing.

14.3 QBANK may restrict the ability for you to access any available funds on your Card Account and prevent you and your Additional Cardholders from using your Visa Credit Card in circumstances where you are in default in accordance with Section 15.1 and QBANK has notified of the default and advised you that it will restrict your Card account if you do not rectify the relevant default in accordance with the timeframes set out in the notice QBANK provided to you. QBANK will provide you with at least 7 days notice of its intention to suspend your Card Account.

14.4 Subject to the ability of QBANK to demand immediate repayment in accordance with sections 15.2 or 15.3, this Credit Contract remains in force when a Visa Credit Card is cancelled or the Card Account is closed in accordance with this section 14 until the Closing Balance on your Card Account has been repaid in full and any amounts subsequently debited from your Card Account balance (which will increase the balance owing) in accordance with this Credit Contract are paid.

- 14.5 Subject to sections 15.2 or 15.3 below, where QBANK has restricted your Card Account or you have cancelled yours and your Additional Cardholder's Visa Credit Cards, having the affect of removing all future access to any available funds, you must continue to pay at least the minimum amount owing as shown on your Credit Card Statement each month until the Closing Balance of the Card Account is paid in full. In these circumstances, fees, charges and interest will continue to be debited from your Card Account balance (which will increase the balance owing) in accordance with the terms and conditions set out in this Credit Contract (comprising these Conditions of Use and the Credit Card Schedules).
- 14.6 You must not use your Visa Credit Card after it has expired, been cancelled or restricted or your Card Account has been restricted or closed. In some circumstances your Visa Credit Card may be used for store purchases which are below the Floor Limit and where no electronic approval is required or if a Transaction is processed manually. If you use your Visa Credit Card after it has expired, been cancelled or restricted or your Card Account has been closed in these circumstances then you will be liable to QBANK for the value of any Transaction as well as any reasonable costs incurred by QBANK in collecting the amounts owing which include interest calculations at the rate that applied prior to your Card Account being closed. Any such amounts are immediately due and owing upon demand by QBANK.
- 14.7 Should you elect to close your Card Account or your Card Account is closed by QBANK, you should contact all merchants with whom you have a regular payment arrangement with to revise your regular payment arrangement details as failure to do so may result in the merchant failing to provide you with the relevant goods and/or services (refer to section 25 for further details).

## **15. Default**

- 15.1 You are in default under this Credit Contract if:
- you breach the terms and conditions set out in these Conditions of Use and that breach is of a serious nature. This includes failure by you to pay the whole of any amounts due on or before the due date;
  - QBANK reasonably believes that you gave to QBANK false, misleading or deceptive information; or

- you commit an act of bankruptcy or enter into any assignment, arrangement or composition with any creditors.

15.2 Where you are in default in accordance with section 15.1, before QBANK requires immediate repayment in full of all amounts owing by you to QBANK in accordance with this Credit Contract and prior to QBANK commencing any enforcement action, QBANK will provide you with 30 days written notice to allow you an opportunity to remedy the default. If you do not remedy the default in accordance with the timeframes specified in the written notice QBANK provided you, then QBANK may require immediate payment of all amounts owing by you under this Credit Contract and may commence enforcement action.

15.3 QBANK is not required to give you notice before commencing enforcement proceedings in circumstances where:

- QBANK believes on reasonable grounds that it was induced by fraud on your part to enter into this Credit Contract;
- QBANK has made reasonable attempts to locate you but has not been successful; or
- the Court authorises QBANK to begin enforcement proceedings.

15.4 **It is important that you update your contact details with QBANK when they change to ensure that they stay current and up to date.**

15.5 You may have to pay reasonable enforcement expenses and costs under these Conditions of Use, including any amount reasonably incurred by use of QBANK's staff and facilities, in the event of a breach of the Credit Contract. All enforcement expenses and costs must be reasonably incurred by QBANK. These enforcement expenses will become payable by you after QBANK has given you 21 days notice of these expenses. After 21 days after you have received notice, QBANK may debit your Card Account balance (which will increase the balance owing) for such amounts without being required to give further notice to you. If you consider that QBANK has incorrectly calculated these expenses or has incorrectly charged you for these expenses, you may dispute this by contacting QBANK in accordance with section 18.

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

- 16.1 You are not liable for any loss arising from unauthorised use of your Visa Credit Card:
- (a) where the losses are caused by the fraudulent or negligent conduct of:
    - (i) QBANK;
    - (ii) employees or agents of QBANK;
    - (iii) companies involved in networking arrangements; or
    - (iv) merchants or agents or employees of merchants;
  - (b) before you have actually received your Visa Credit Card and PIN and acknowledged receipt of your Visa Credit Card and PIN to QBANK;
  - (c) subject to section 14.6, where the losses relate to any component of your Visa Credit Card or PIN being forged, faulty, expired or cancelled;
  - (d) where the losses are caused by the same transaction being incorrectly debited more than once to your Card Account;
  - (e) after you have reported it lost or stolen;
  - (f) if you did not contribute to any unauthorised use of your Visa Credit Card; or
  - (g) if the unauthorised transaction was made using your Visa Credit Card information without use of your actual Visa Credit Card or PIN.
- 16.2 For the purpose of section 16(1)(b), there is a presumption that you did not receive your Visa Credit Card unless QBANK can prove that you received your Visa Credit Card by, for example, obtaining an acknowledgement of receipt from you or (if applicable) obtaining record of your activating your Visa Credit Card.
- 16.3 For the purpose of section 16.1(1)(f), QBANK will undertake an assessment to consider whether you have contributed to the loss caused by the unauthorised use of your Visa Credit Card. This assessment will include a review of whether you:

- (a) voluntarily disclosed your PIN to anyone, including a family member or friend;
- (b) voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal;
- (c) wrote or indicated your PIN on your Visa Credit Card;
- (d) wrote or indicated your PIN (without making any reasonable attempt to disguise the PIN) on any article carried with your Visa Credit Card or likely to be lost or stolen at the same time as your Visa Credit Card;
- (e) allowed anyone else to use your Visa Credit Card;
- (f) unreasonably delayed notification of:
  - (i) your Visa Credit Card or PIN record being lost or stolen;
  - (ii) unauthorised use of your Visa Credit Card; or
  - (iii) the fact that someone else knows your PIN; or
- (g) in relation to a transaction carried out at an ATM, whether the ATM incorporated reasonable safety standards that mitigated the risk of your Visa Credit Card being left in the ATM.

16.4 Where a transaction can be made using your Visa Credit Card but does not require your PIN, you are liable only if you unreasonably delay reporting the loss or theft of your Visa Credit Card.

16.5 If QBANK considers that it can prove on the balance of probability that you have contributed to the unauthorised use of your Visa Credit Card under section 16.3, your liability will be the lesser of:

- (a) the actual loss when less than your Card Account balance (including the unused portion of your Credit Limit);
- (b) your Card Account balance (including the unused portion of your Credit Limit);
- (c) in relation to Transactions carried out at Electronic Banking Terminals an amount calculated by adding the actual losses incurred for each day or for each relevant period, up to the current daily or other periodic withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your Visa Credit Card or breach of PIN security, up to and including the day you make your report; or

- (d) the amount for which you would be held liable if Visa's scheme rules or other relevant card scheme rules applied (if you wish to find out what card scheme rules apply to transactions made using your Visa Credit Card, please contact QBANK).

16.6 In assessing liability under section 16.5(c):

- (a) where your Visa Credit Card has been lost or stolen, the number of days will be calculated by reference to the day when you should reasonably have become aware that it was lost or stolen; and
- (b) the current daily withdrawal limit is the limit applicable at the time of the Transaction, by reference to the status and/ or type of Electronic Banking Terminal at which the Transaction occurred.

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

- (a) \$150, or a lower figure determined by QBANK;
- (b) your Card Account balance (including the unused portion of your Credit Limit);
- (c) the actual loss at the time QBANK is notified of the loss or theft of your Visa Credit Card or the breach of your PIN security, excluding the portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit; or
- (d) the amount for which you would be held liable if Visa's scheme rules or other relevant card scheme rules applied (if you wish to find out what card scheme rules apply to transactions made using your Visa Credit Card, please contact QBANK).

16.8 In assessing your liability under this section 16:

- (a) QBANK will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred;
- (b) the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss;
- (c) the use or security of any information required to perform a transaction that you are not required to keep secret (for example, your Visa Credit Card Number and Expiry Date) is not relevant to your liability; and

- (d) the portion of losses incurred that you and QBANK had not agreed could be accessed using the Visa Credit Card and/or PIN that was used to perform the unauthorised transaction shall be excluded from the calculation of your liability.
- 16.9 Your liability for losses occurring as a result of unauthorised access will be determined under the Code. You can find a copy of the Code on ASIC's website ([www.asic.gov.au](http://www.asic.gov.au)). The guidelines set out at the beginning of these Conditions of Use to safeguard your Card Account, are the minimum security measures you should take. If you disagree with QBANK's resolution process, you should contact QBANK and request that QBANK review its decision in accordance with section 18.

## **17. Visa zero liability**

- 17.1 In addition to the limits placed on your liability pursuant to the Code and described in section 16 above, Visa's scheme rules provide that QBANK shall limit your liability to nil in the following circumstances:
- (a) the unauthorised Transactions were not effected at an ATM, including Transactions effected prior to notification of:
    - (i) the unauthorised Transactions; or
    - (ii) the lost or stolen Visa Credit Card, by you to QBANK;
  - (b) you have not contributed to any loss caused by unauthorised use of your Visa Credit Card as described in section 16.3 above; and
  - (c) you have provided all reasonably requested documentation to QBANK, which may include provision of a statutory declaration and police report.
- 17.2 Where this Visa zero liability section applies, QBANK will endeavour to refund the amount of the unauthorised Transactions within five (5) business days of being notified by you of the unauthorised transaction, subject to:
- (a) you having provided all reasonably requested information to QBANK;
  - (b) you are not otherwise in default or have breached these Conditions of Use;

- (c) your Card Account is not in arrears, other than as a result of the unauthorised Transactions; or
- (d) QBANK has not reasonably determined that further investigation is necessary before refunding the amount of the unauthorised Transactions based on:
  - (i) the conduct of the Card Account;
  - (ii) the nature and circumstances surrounding the unauthorised Transactions; and
  - (iii) any delay in notifying QBANK of the unauthorised Transactions.

17.3 Any refund is conditional upon the final outcome of QBANK's investigation of the matter and may be withdrawn by QBANK where it considers that this section shall not apply as a result of that investigation. In making any determination in respect of this section, QBANK will comply with the requirements of section 18 of these Conditions of Use.

## **18. Resolving errors on account statements**

If you believe a Transaction is wrong or unauthorised or your account statement contains any instances of unauthorised use or errors, you must immediately notify QBANK or the Visa Card 24 Hour Emergency Hotline as explained in section 6 of these Conditions of Use. As soon as possible, you must also provide QBANK the following:

- your name and address, account number and Visa Credit Card Number;
- details of the Transaction or the error you consider is wrong or unauthorised;
- a copy of the Credit Card Statement in which the unauthorised Transaction or error first appeared;
- the dollar amount and an explanation as to why you believe it is an unauthorised Transaction or an error;
- details of other users authorised to operate the account;
- details of whether your Visa Credit Card is signed and your PIN secure; and
- any other details that QBANK requires.



If you have a complaint or dispute relating to your Visa Credit Card or any fees or charges that have been debited from your Card Account (which has increased the balance owing), you should immediately contact QBANK.

If your complaint is immediately settled to your satisfaction or if it is settled to your satisfaction within 5 Business Days of receiving the relevant details from you, QBANK will advise you of the outcome of your complaint by means other than in writing. If you wish, you may request that QBANK provides you with a written response.

However, if QBANK is unable to settle your complaint within 5 Business Days, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 days of receiving relevant details from you or receiving your complaint, QBANK will:

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

An investigation will continue beyond 45 days only in exceptional circumstances, for example, if there are delays caused by other financial institutions or merchants involved in resolving the complaint or in circumstances where QBANK investigates the relevant transaction under applicable card scheme rules (for example, Visa's scheme rules).

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

Where you are not satisfied with the outcome of your complaint or dispute, you have the right to contact QBANK's External Dispute Resolution Scheme.

QBANK is a member of the following External Dispute Resolution Scheme:

Australian Financial Complaints Authority (AFCA)  
GPO Box 3  
Melbourne VIC 3001  
Telephone: 1800 931 678  
Website: [www.afca.org.au](http://www.afca.org.au)

When QBANK advises you of the outcome of its investigations, it will:

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

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

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

QBANK cannot begin enforcement proceedings on the basis of a default arising from a disputed liability until 30 days have elapsed from the time when it gives you its written explanation or advice about the disputed liability.

You may wish to dispute a transaction in circumstances where:

- the transaction is not recognised by you;
- you did not authorise the transaction;
- you did not receive the goods or services to which the transaction relates;
- the transaction amount differs to the purchase amount;
- you did not receive the requested cash from an ATM (or you only received part of the cash requested); or
- you believe a transaction has been duplicated.

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

QBANK has the ability to investigate disputed transactions which occur on your Visa Credit Card. The Visa scheme has a dispute resolution process that is contained in Visa's operating rules. The process sets out specific circumstances and timeframes in which a member of the scheme (for example, QBANK, a bank or other financial institution) can claim a refund in connection with a disputed transaction

on a cardholder's behalf. This right is referred to as a "chargeback right". Accordingly, QBANK's ability to investigate a disputed transaction on your behalf is limited to the time frames imposed pursuant to the Visa scheme rules. The timeframes vary between 75 days and 120 days so it is important that you notify QBANK as soon as you become aware of a disputed transaction.

## **19. Malfunction**

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

Where an eftpos device is not working, the merchant may provide alternative manual processing of the transaction. You will be required to present your Visa Credit Card and sign a voucher. The voucher authorises QBANK to debit your Card Account with the amount of the transaction (which will increase the balance owing to QBANK).

## **20. Statements and receipts**

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

You should always check the transaction amount indicated on any:

- transaction voucher is correct before signing it; or
- Electronic Banking Terminal is correct before entering your PIN.

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

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

You may request more frequent Credit Card Statements from QBANK. You may request a copy of your Credit Card

Statement at any time. You should check with QBANK whether fees and charges will apply in these circumstances.

The date your Credit Card Statement is issued is called the "statement date" and the period from one statement date to the next statement date is called the "statement cycle".

There is no facility available to make repayments overseas. However, if you are overseas when a payment is due, you must still ensure that any minimum repayments are made. You should contact QBANK to ascertain what facilities are available to make repayments, when you are away from your home for extended periods of time.

## **21. Fees and charges**

The fees and charges outlined in the Credit Card Schedules apply. You agree to pay to QBANK all fees and charges that are set out in these Schedules. QBANK will deduct these fees and charges from your Card Account by deducting the amount of the fee or charge in accordance with this section 21 and the Schedules (which will increase the balance owing). All fees and charges that are set out in the Schedules are inclusive of GST.

If you consider QBANK has incorrectly charged you a fee or charge, you may dispute this by contacting QBANK in accordance with section 18. Any incorrectly charged fee or charge will be reversed by QBANK (including any further charges or interest accruing on the Card Account due to the incorrect fee or charge being charged).

The Annual Percentage Rate and other fees and charges applying to the Card Account are variable in accordance with section 26.

The Card Account will be debited with an annual fee (where an annual fee is applicable) on the 31st March each year.

QBANK reserves the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards. QBANK is authorised to debit your Card Account with those fees (which will increase the balance owing).

You will be advised by QBANK, in writing, of any currently applicable fees and charges at the time you apply for your Visa Credit Card.

## 22. Interest charges

### 22.1 Calculation of Interest Charges

Interest on outstanding Cash Advances and Non-Cash Advances are calculated differently.

### 22.2 Cash Advances

For Cash Advances:

- (1) where the transaction date and the posting date fall within the same statement period, interest is calculated on the value of the Transaction from and including the individual transaction date until paid in full; or
- (2) where the transaction date falls in one statement period and the posting date falls within a later statement period, interest is calculated on the value of the Transaction from and including the first day of the statement period that contains the posting date until paid in full.

The Annual Percentage Rate that applies to Cash Advances is shown in the Credit Card Schedules, available online or on request.

### 22.3 Non-Cash Advances

For Non-Cash Advances

- (1) where the transaction date and the posting date fall within the same statement period, interest is calculated on the value of the Transaction from and including the individual transaction date until paid in full, after allowing for any interest free days; and
- (2) where the transaction date falls in one statement period and the posting date falls within a later statement period, interest is calculated on the value of the Transaction from and including the first day of the statement period that contains the posting date until paid in full, allowing for any interest free days.

The Annual Percentage Rate that applies to Non-Cash Advances is shown in the Credit Card Schedules, available online or on request.

### 22.4 Balance Transfers

If a Balance Transfer Offer applies, then the Annual Percentage Rate that applies for Balance Transfers (which is set out in the Credit Card Schedules), will apply to all Balance Transfers up until the agreed expiry date. After this expiry date has passed, the Unpaid Daily Balance on any Balance Transfers that remain unpaid will be subject to the Annual Percentage Rate that applies for Non-Cash Transactions.

## 22.5 Special Promotions

If a Special Promotion applies, then the Annual Percentage Rate that applies for that Special Promotion will be set out in the Credit Card Schedules or any written promotion that QBANK offers. If you do not pay the amount of any Transaction that applies to the Special Promotion by the relevant expiry date of that Special Promotion, then:

- (1) where the relevant Transaction is a Non-Cash Advance, then the relevant Transaction will be treated as a Non-Cash Advance and interest will be charged on that Transaction in accordance with section 22.3; or
- (2) where the relevant Transaction is a Cash Advance, then the relevant Transaction will be treated as a Cash Advance and interest will be charged on that Transaction in accordance with section 22.2.

## 22.6 Calculation of Interest Charges

The interest charges on:

- (1) Cash Advances;
  - (2) Non-Cash Advances (not receiving the benefit of any interest-free period);
  - (3) any Transactions where a Balance Transfer Offer or Special Promotion applies,
- are calculated daily, by applying the Daily Percentage Rate separately to the Unpaid Daily Balances of Cash Advances, Non-Cash Advances and any Transactions where a Balance Transfer Offer or Special Promotion applies. The total amount of interest charges debited to the Card Account balance (which will increase the balance owing) is the sum of the interest charges on:
- (1) Cash Advances;
  - (2) Non-Cash Advances; and
  - (3) any Transactions where a Balance Transfer Offer or Special Promotion applies,
- for the number of days in the statement period and may include adjustments relating to prior statement periods. All interest charges for the relevant statement period will be debited from the Card Account balance (which will increase the balance owing) on the last day of the relevant statement period.

## 22.7 Interest Free Period for Purchases

If you pay the closing balance for each statement by the due date we will not charge interest on a Purchase. The interest free period for a Purchase starts on the date the Purchase first appeared on your Credit Card Statement and ends on the due date for payment on that Credit Card Statement. The maximum length of the interest free period for a purchase is 55 days. If you do not pay the closing balance for each Credit Card Statement by the due date on that Credit Card Statement, the interest free period ceases from that date on all unpaid Purchases until the balance of all purchases is paid.

## 23. Government fees and charges

QBANK reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your Visa Credit Card by any government or by any regulatory authority. QBANK is authorised to debit your Card Account with those fees, charges, duties and taxes (which will increase the balance owing).

## 24. Payments

### 24.1 Minimum payment required

- (1) Where your Closing Balance on your Credit Card Statement shows an amount owing, you must pay the minimum amount owing by the due date as specified on the Credit Card Statement.
- (2) Your Credit Card Statement shows you how the minimum amount is calculated.
- (3) If you do not pay the minimum amount owing as shown on your Credit Card Statement by the due date, QBANK may charge you a late payment fee (refer to the Credit Card Schedules for a description of the amount of this fee and when it will be debited from your Card Account balance (which will increase the balance owing)).
- (4) You may pay more than the minimum amount owing and may pay all of the Closing Balance. However, if you do this, it does not affect your obligation to pay in full the minimum amount owing that may be due in any subsequent month.

## 24.2 How and where you can make payments

- (1) You may make payments to QBANK by:
  - direct debit from approved accounts.  
Payments cannot be made from other credit card accounts or charge cards. If you wish to use this method of payment, you will be required to complete a Direct Debit Request. This form can be obtained by calling QBANK;
  - by posting a cheque, together with the applicable portion of the Credit Card Statement to QBANK. Please allow 10 business days for processing;
  - by cash deposit or electronic transfer of funds into the Card Account; and
  - by any other means as advised by QBANK from time to time.
- (3) Payments made to your Card Account may not be credited to your Card Account on the day of lodgement of the payment. The processing of payments can take a number of days. You should allow sufficient time for payment to be received and processed by QBANK before the due date.
- (4) You must always pay QBANK in Australian dollars.
- (5) During an interest free period, you are not required to make any repayments in respect of that Purchase. After the interest free period expires, any outstanding balance (which may include a portion of the Purchase that has not been repaid to you) bears interest from the date your Card Account last had a debit balance (i.e monies remain owing to QBANK) at the Annual Percentage Rate and is repayable in accordance with the terms of this Credit Contract.
- (6) If an interest free period applies in respect of a Purchase, the minimum amount owing set out in a Credit Card Statement is calculated by including the amount of all unpaid Purchases regardless of the interest free period.
- (7) If you make a payment by electronic funds transfer and QBANK identifies a discrepancy between the amount recorded by the electronic equipment as having been deposited and the amount received by QBANK, QBANK will notify you of the difference as soon as possible and advise you of the actual amount credited to your Card Account (which will reduce the balance owing).



### 24.3 How QBANK applies your payments

All payments made to your Card Account will be applied to your Card Account balance (which will reduce the balance owing) of the following items in the following order:

- firstly, stated Cash and non-Cash Advances and stated interest and charges on same; then
- any Cash Advances for the current month; then
- any Non-Cash Advances for the current month; then
- balances covered by an existing QBANK offer where relevant.

### 24.4 Refunds

Any refund that is processed on the same date that the relevant Transaction occurred will not affect the calculation of interest charges. However, if the refund is processed on a date other than the transaction date, the refund will be applied in the same order as set out in section 24.3 above. Any refund that is processed by QBANK will not be deemed to be a payment by you and in these circumstances you will still be required to pay the minimum amount owing by the due date as specified on the Credit Card Statement.

### 24.5 Hardship

If you are experiencing financial difficulties please contact QBANK to discuss options and solutions which may be available to you. You can ask QBANK to postpone your repayments or reduce the amount of your repayments by making an application. After you apply for a hardship variation, QBANK must respond to your request in writing within 21 days. If QBANK refuses your hardship application, it must give you reasons. If you think these reasons are unfair, you may contact QBANK's external dispute resolution provider (see section 18 for details).

## **25. Regular payment arrangements**

You are encouraged to maintain a record of all regular payments you arrange with merchants (including the merchant's name, contact details and the amount(s) and date(s) upon which payments are to be processed). Regular payments can be either a recurring payment or an instalment payment. A regular payment arrangement represents an

agreement between you and a merchant in which you preauthorise the relevant merchant to bill your Card Account at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by you. The amount may differ or be the same for each transaction. For example, you may ask your local gymnasium to charge your monthly gym membership fee to your Card Account each month or you may have purchased a new television from your local appliance store and are being billed by the merchant in subsequent multiple periods. A template for recording your regular payment arrangements is available from the Australian Payments Clearing Association website ([www.apca.com.au](http://www.apca.com.au)).

To either change or cancel any regular payment arrangement, you should contact the relevant merchant at least 15 days prior to the next scheduled payment. Until you notify the merchant, QBANK is required to process transactions from the merchant. If possible, you should retain a copy of any request to change or cancel any regular payment arrangement. If the merchant does not comply with your request to cancel or change the regular payment arrangement, you may be able to dispute the charges.

Should your Visa Credit Card Number be changed (i.e. as a result of a lost or stolen card), you must request the merchant(s) to change the details to your existing regular payment arrangement(s). If you do not undertake to notify the merchant of a change in your Visa Credit Card details, your existing regular payment arrangement may either not be honoured by QBANK or the merchant may stop providing the goods and/or services to you.

Should you elect to close your Card Account or your Card Account is closed by QBANK, you should contact all merchants with whom you have a regular payment arrangement with to revise your regular payment arrangement details as failure to do so may result in the merchant failing to provide you with the relevant goods and/or services.

## **26. Changes to conditions of use**

### 26.1 QBANK may make changes

- (1) QBANK may change your Credit Contract at any time by providing you with notice in accordance with this section 26.
- (2) If you wish to close your Card Account as a result of any change or variation QBANK makes to this

Credit Contract, you must contact QBANK to close your Card Account. In these circumstances, you will not be charged any fees or charges associated with QBANK closing your Card Account, providing you are not in default of the Credit Card Contract and you pay all monies owing in accordance with section 15.

## 26.2 Changes to Annual Percentage Rate

- (1) QBANK will notify you in writing of any increase to the Annual Percentage Rate by no later than the day on which the change takes effect. Alternatively, notice may be given by publishing the change in a newspaper circulating in your State or Territory. In this case, QBANK will confirm the change before or when your next Credit Card Statement is sent after the change takes effect.
- (2) Except where the change reduces your obligations under the Credit Contract, QBANK will notify you no later than 20 days before a change in the manner in which it calculates interest or applies interest (including a change in or abolition of any interest free period) takes effect.
- (3) QBANK will provide you with written notice when it sends your next Credit Card Statement in circumstances where it reduces the Annual Percentage Rate that applies to the Card Account. This notice may occur before or after the change takes effect.

## 26.3 Changes to Credit Fees and Charges

- (1) QBANK may notify you of an increase in the amount of a credit fee or charge, the introduction of a new credit fee or charge or a change in the frequency or the time for payment of a credit fee or charge by giving you written notice no later than 20 days before the change takes effect. Alternatively, notice may be given by publishing a notice in a newspaper circulating in your State or Territory. In this case, QBANK will confirm the change before or when your next Credit Card Statement is sent after the change takes effect.
- (2) Where the change reduces or removes a credit card fee or charge or extends the time for payment of a credit card fee or charge, QBANK will provide you with notice when it sends your next Credit Card Statement to you. This notice may occur before or after the change takes effect.

## 26.4 Changes to repayments

- (1) QBANK will notify you of any change in the amount or frequency or time for payment or a change in the method of calculating the minimum amount owing by giving you written notice no later than 20 days before the change takes effect.
- (2) Where the change reduces the amount of repayment or extends the time for payment, QBANK will advise you of the change before or when your next Credit Card Statement is sent after the change takes effect.

## 26.5 Cancellation and change to your Credit Limit

QBANK may reduce your Credit Limit. QBANK will notify you in writing prior to QBANK making this change unless circumstances exist where it reasonably believes that your use of the Visa Credit Card or Card Account may cause loss to you or QBANK.

## 26.6 Other changes

QBANK may notify you of any other changes by giving you written notice no later than 20 days before the change takes effect. These changes may include imposing, removing or adjusting transaction limits. Where the change reduces your obligations or extends the time for payment, QBANK will advise you of the change before the change takes effect or when it sends your next Credit Card Statement to you, which may be after the change takes effect.

# 27. Other general conditions

These Conditions of Use govern your Visa Credit Card's access to your Card Account. If there is any inconsistency between these Conditions of Use and the terms applicable to any of your accounts, these Conditions of Use prevail except to the extent that they are contrary to any applicable legislation, the Code or any relevant industry code of practice.

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

You may not assign your rights under this contract to any other person. QBANK may assign its rights or transfer the contract to another person where such assignment is to a related party or third party where such third party has a similar or more fair dispute resolution procedures than QBANK. If QBANK

assigns or transfers the rights under this Credit Contract, this Credit Contract will apply to the transferee or assignee as if it were named as QBANK. If QBANK assigns this Credit Contract, it will provide you with notice and you will be able to cancel your Visa Credit Card as a result of this assignment without being charged any fees or charges associated with QBANK cancelling your Card Account, provided you are not in default of this Credit Card Contract and you pay all monies owing in accordance with section 15.

A certificate signed by an authorised person of QBANK stating the balance of the Card Account is sufficient evidence of the amount of the Primary Cardholder's liability to QBANK at the date of issuing the certificate.

## **28. Anti-money laundering and counter-terrorist financing**

You agree that:

- where required, you will provide to QBANK all information reasonably requested by QBANK in order for QBANK to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on it pursuant to the AML Legislation or the Visa scheme rules;
- QBANK may be legally required to disclose information about you and the Additional Cardholder to regulatory and/or law enforcement agencies;
- QBANK may block, delay, freeze or refuse any transactions where QBANK in its sole opinion considers reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML Legislation, the Visa scheme rules or any other relevant law;
- where transactions are blocked, delayed, frozen or refused by QBANK in accordance with this section 28, you agree that QBANK is not liable for any loss suffered by it, you, any Additional Cardholder or other third parties arising directly or indirectly as a result of QBANK taking this action; and
- QBANK will monitor all transactions that arise pursuant to your use of the Visa Credit Card in accordance with its obligations imposed on it in accordance with the AML Legislation and the Visa scheme rules.

## 29. Privacy Notice

### WHAT INFORMATION CAN BE DISCLOSED?

The Privacy Act allows QPCU Limited T/A QBANK ('we', 'us', 'our') ACN 087 651 036 and other applicable persons to disclose personal information about you when related to the primary purpose for which it was collected. In connection with providing credit to you, personal information may include credit information:

- details to identify you and verify your identity, such as your name, sex, date of birth, current and 2 previous addresses, your current and last known employer, and your driver's licence number
- the fact that you have applied for credit and the amount or that we are a current credit provider to you, or that you have agreed to be a guarantor
- advice that payments previously notified as unpaid are no longer overdue
- (from 12 March 2014) information about your current or terminated consumer credit accounts and your repayment history payments overdue for at least 60 days and for which collection action has started
- cheques for more than \$100 drawn by you which have been dishonoured more than once
- in specified circumstances, that in our opinion you have committed a serious credit infringement
- the fact that credit provided to you by us has been paid or otherwise discharged, and
- other information about credit standing, worthiness, history or capacity that credit providers can disclose under the Privacy Act, including a credit report.

Your sensitive information (eg, membership of a professional or trade association) may also be disclosed where relevant to the purposes for collecting it.

### WHO CAN GIVE OR OBTAIN INFORMATION?

For the purpose of providing products and services to you and managing our business, we may give information to:

- external service providers to us, such as organisations which we use to verify your identity, payment systems operators, mailing houses and research consultants
- debt collecting agencies, if you have not repaid a loan as required

- our professional advisors, such as accountants, lawyers and auditors
- other credit providers and their professional advisors
- your representative, for example, lawyer, mortgage broker, financial advisor or attorney, as authorised by you, or
- government and regulatory authorities, if required or authorised by law.

In addition, in connection with providing credit to you, we and the Credit Providers mentioned below may:

- obtain a commercial and consumer credit report containing information about you from a credit reporting body
- exchange credit information about you with each other, and
- exchange credit information about you with any credit reporting body and any other provider of credit to you named in your credit application or a credit report from a credit reporting body.

**Credit Providers** can mean:

- us
- our related companies
- any introducer, dealer or broker referred to in a loan application
- any agent or contractor of ours assisting in processing a loan application, and
- other entities involved that may be involved in a securitisation arrangement which we use to fund your loan in the securitisation of your loan and any loan originator.

## **IMPORTANT INFORMATION ABOUT CREDIT REPORTING BODIES**

If you apply for any kind of credit, we may disclose information to a credit reporting body. Specifically, we may disclose information to or collect information from Equifax, whose privacy policy is at [www.equifax.com.au](http://www.equifax.com.au).

“Credit pre-screening” is a service for credit providers wishing to send direct marketing material about credit services. A credit reporting body uses information it holds to screen out individuals who do not meet criteria set by the credit provider.

From 12 March 2014, credit reporting bodies must maintain a confidential list of individuals who have opted out of their information being used in pre-screening. From 12 March 2014, to opt out of credit pre-screening, contact the credit reporting body, using the contact details on their websites, referred to above.

From 12 March 2014, you can also ask a credit reporting body not to use or disclose your personal information for a period if you believe on reasonable grounds that you have been or are likely to be a victim of fraud, including identity fraud.

## **WHEN CAN INFORMATION BE OBTAINED, USED OR DISCLOSED?**

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:

- 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
- allowing a credit reporting body to create credit information about you, and
- if you are in default under a credit agreement, notifying, and exchanging information with, other credit providers and any collection agent of ours.

### **Overseas disclosures**

We have taken measures to prevent the disclosure of your personal information overseas. However, if we do disclose this information outside Australia, we will do so on the basis that the information will be used only for the purposes set out in this document.

## **SECURITY, PRIVACY POLICY, AND MARKETING PREFERENCES**

### **Security**

We take all reasonable steps to ensure that all your personal information held by us, is protected from misuse, interference and loss, and from unauthorised access, disclosure or modification.



## Privacy Policy

Our Privacy Policy, available at [qbank.com.au](http://qbank.com.au), provides additional information about how we handle your personal information. 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 Code of Conduct, and how we will deal with your complaint.

## Marketing preferences

The Credit Providers may use, and share with each other, information about you to inform you about products and services (unless you ask us not to). The Credit Providers may do so even if you are on the Do Not Call Register.

## Contact Us

### Privacy Officer

Our Privacy Officer's contact details are:

Address: PO Box 13003, George Street, Queensland 4003

Telephone: 13 77 28

Email: [privacy@qbank.com.au](mailto:privacy@qbank.com.au)

## 30. Definitions

**Additional Cardholder** means the person(s) who from time to time is/are issued with an additional card for use on the Card Account at the request of the Primary Cardholder.

**Annual Percentage Rate** means a per annum rate of interest that applies to Transactions occurring on your Card Account, with such rates being specified in the Credit Card Schedules, which could include separate rates of interest for separate categories of Transactions (for example, Balance Transfers).

**AML Legislation** means the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) and its associated rules, regulatory guides and regulations.

**ATM** means an automated teller machine.

**Balance Transfer** means an amount applied to your Card Account balance in accordance with your application to QBANK to transfer to your Card Account any balance (or any part of the balance) of a credit card, store card or charge card that is held with another credit provider.

**BPAY** means the electronic payments service provided by BPAY Pty Ltd ABN 69 079 137 518.

**BPAY Payment** means a payment QBANK is instructed by you to make on your behalf to a biller through the BPAY Scheme.

**BPAY Scheme** means an electronic payments scheme through which you can ask QBANK to make payments on your behalf to the biller. This service is only available while QBANK is a member of the BPAY scheme.

**Card Account** means the account you have with QBANK to which you may obtain access by use of the Visa Credit Card or Visa Credit Card Number.

**Cash Advance** means:

- (a) each amount of cash supplied by use of a Visa Credit Card or by any other operation of your Card Account (including cash drawn from use of an ATM or by effecting an online banking withdrawal or cash withdrawn by visiting a financial institution);
- (b) any transaction that you make where you use the Visa Credit Card to receive from a merchant a cash substitute (including the purchase of gambling chips or tokens, traveller's cheques or money orders or the loading of value onto a stored value card or facility (such as gift cards and prepaid products));
- (c) any transaction that you make where you use the Visa Credit Card to pay bills through a third party where the merchant does not accept credit card payments;
- (d) any transaction that you make to pay bills over the counter at a financial institution or Australia Post outlet; or
- (e) any transaction that you make where you use the Visa Credit Card to transfer, or arrange the transfer of funds from your Card Account to another account.

Merchants enter into an agreement with their relevant financial institution which enables the merchants to accept payment for goods or services by credit card. QBANK as the issuer of the Visa Credit Card is only able to determine whether to treat a transaction that you make with a relevant merchant as either a Purchase or Cash Advance based on the information provided by the relevant merchant's financial institution. Accordingly, certain transactions that you undertake with a merchant may be treated as a Cash Advance, even if such a transaction does not fall within one of the categories specified above. This commonly occurs with newsagencies or other merchants that sell lottery tickets or gaming products. Refer to section 18 in respect of adjusting the Card Account balance for such errors.

**Closing Balance** means the amount shown on a Credit Card Statement as the closing balance for that relevant Credit Card Statement, and is the amount that you owe to QBANK on the last day of the relevant statement period.

**Credit Card Schedules** means the Borrower Information Table, the Lending Fees and Charges schedule and the Loan, Overdraft and Credit Card Rate schedule. The Borrower Information Table is issued to you when your application for a QBANK Credit Card is accepted, while the other two schedules are available from QBANK. Reference to Credit Card schedules includes any Credit Card Schedule replacing earlier Credit Card Schedules.

**Credit Card Statement** means the statement of account that QBANK provides to you in accordance with these Conditions of Use.

**Credit Contract** means the agreement between you and QBANK for the provision of your Visa Credit Card (and any associated facilities that you receive or request from QBANK, such as internet and telephone banking facilities, direct entry facilities and BPAY facilities). Your Credit Contract consists of these Conditions of Use and the Credit Card Schedules.

**Credit Limit** is the amount applied for and approved by QBANK, and is displayed on your monthly Credit Card Statement and via internet banking.

**Daily Percentage Rate** means the rate determined by dividing the relevant Annual Percentage Rate by 365.

**Direct Debit Request** means a written document in which you authorise and request QBANK to debit amounts from an external bank account you nominate.

**eftpos** means electronic funds transfer at point of sale.

**Electronic Banking Terminal** means an ATM or eftpos device.

**Expiry Date** means the expiry date printed on the front of the Visa Credit Card.

**Floor Limit** means an amount above which a payment using an eftpos device requires approval by QBANK in order for the transaction to be processed. Floor Limits are set by merchants' financial institutions.

**Non-Cash Advances** means Purchases, BPAY Payments, government fees and charges, any interest that has accrued on the Card Account, QBANK's fees and charges and any enforcement expenses that are debited from your Card Account balance (which increases the balance owing).

**PIN** means the secret personal identification number relating to a Visa Credit Card.

**Purchase** means each amount charged by the supplier for the supply of any goods or services purchased by the use of a Visa Credit Card on your Card Account or any other operation of your Card Account (other than a Cash Advance or Balance Transfer).

**Primary Cardholder** means the person who opens the Card Account with QBANK and is responsible (in the first instance) for all Transactions made on the Card Account, including Transactions that are made by any Additional Cardholder.

**QBANK** means QPCU Limited T/A QBANK, the entity that issued to you your Visa Credit Card.

**Special Promotion** means a reduced rate of interest or interest-free days or other special terms that QBANK may apply from time to time to certain categories of Transactions. The details of any Special Promotion will be advised to you in writing.

**Transaction** means a Purchase, Cash Advance or Balance Transfer.

**Unpaid Daily Balance** means, at any time, the excess of all amounts debited (which increases the balance owing) from your Card Account over all amounts credited to your Card Account (which reduces the balance owing) at that time. When this amount is to be calculated for the end of a day, it includes all debits and credits assigned to that day.

**Verified by Visa Participating Merchant** means a merchant from whom online purchases can be made and who participates in the Verified by Visa program described in section 6 above.

**Visa** means Visa Worldwide PTE. Limited.

**Visa Credit Card** means a Visa Credit Card issued to you pursuant to the Credit Contract (and includes all Visa Credit Cards issued to any Additional Cardholder as per the Primary Cardholder's request). It includes QBANK's Bluey Card and Bluey Rewarder Visa Credit Cards.

**Visa Credit Card Number** means the unique number assigned by QBANK to each Visa Credit Card and which shall be recorded on that Visa Credit Card.

**Visa payWave** refers to the contactless method by which a Visa Credit Card may be used to complete a Transaction

by waving the Visa Credit Card over a merchant's Visa payWave enabled point of sale terminal, without the need for a PIN or signature.

**“you” or “You”** means the Primary Cardholder

## 31. Interpretation

For the purposes of these Conditions of Use:

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

**“business day”** means any day QBANK is normally open for business.

A reference to:

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

## Information Statement

Things you should know about your proposed credit contract

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

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

### The contract

#### 1 How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before —

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

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

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

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

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

## **3 Can I terminate the contract?**

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

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

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

## **4 Can I pay my credit contract out early?**

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

## **5 How can I find out the pay out figure?**

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

## **6 Will I pay less interest if I pay out my contract early?**

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have

to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

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

Yes, but only if your contract says so.

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

That depends on the type of change. For example —

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

## **9 Is there anything I can do if I think that my contract is unjust?**

Yes. You should first talk to your credit provider.

Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider's external dispute resolution provider is the Australian Financial Complaints Authority and can be contacted at Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001. Their telephone number is 1800 931 678 and their website is [www.afca.org.au](http://www.afca.org.au).

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

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at <http://www.asic.gov.au>.

# General

## **10 What do I do if I can not make a repayment?**

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

- to extend the term of 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.

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

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

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 13.

## **12 Can my credit provider take action against me?**

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

## **13 Do I have any other rights and obligations?**

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



**IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.**

**EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY AND CAN BE CONTACTED AT GPO BOX 3, MELBOURNE VIC 3001, TELEPHONE 1800 931 678, WEBSITE [WWW.AFCA.ORG.AU](http://WWW.AFCA.ORG.AU).**

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





**13 77 28**  
**qbank.com.au**

QPCU Limited T/A QBANK  
ABN 79 087 651 036 AFSL No. 241413  
Australian Credit Licence 241413