Credit Card Terms and Conditions and Other Important Information

This booklet includes your Terms and Conditions, Credit Guide and Information Statement

Effective 24 November 2025

MyCard branded credit products are issued by National Australia Bank Limited (ABN 12 004 044 937, AFSL and Australian Credit Licence 230686) (“NAB”). Our/us/we/The MyCard Team means NAB.

mycard

Key things to keep in mind

This document and the offer document we sent to you are important, and set out our and your rights and obligations regarding your Account. The offer document includes the Financial Table that sets out the key details about your Account, including your Credit Limit, Annual Percentage Rates and fees and charges. Please keep them and refer to them when you need it.

While it's important for you and any Additional Cardholder to read this entire document as well as the offer document (including the Financial Table), we've pulled out some key things you should know upfront:

Tell us if something doesn't seem right

It's important to check your transaction history, which you can do in Online Servicing or when you receive a statement.

Contact us immediately if you suspect a Card is lost or stolen, a Security Code (including a PIN) is compromised, there are unauthorised or disputed transactions on your Account or any other security breach. Please see section 12 of Part A of this booklet for reporting requirements.

In some circumstances, you'll be liable for unauthorised use of Cards. Contacting us quickly stops you being liable for some types of transactions (see section 12 of Part A of this booklet) and means we may ask for a Chargeback of a transaction where that right exists (see section 10 of Part A of this booklet).

The ability to dispute a transaction may be lost if it is not reported within the timeframes we specify or describe. Time limitations may not apply in circumstances where the ePayments Code applies.

How your Credit Limit and Total Cash Limit operate

Your Credit Limit is the maximum amount you can draw down. Your Total Cash Limit is the maximum amount of Cash Advances you can draw. This is usually the same as your Credit Limit, but in some cases may be lower.

We may allow you to temporarily exceed your Credit Limit. We'll take reasonable steps to let you know if you do. Any Overlimit Amount will need to be repaid straight away. The Credit Limit may also be exceeded because of interest and fees or charges.

There are some cases where we may reduce your Credit Limit or Total Cash Limit without your permission. For example, where you are in default of this credit contract or where we have good reason to believe that your Credit Limit or Total Cash Limit is more than you can manage without financial difficulty. See section 2 of Part A of this booklet.

Instalment Plans

We may offer you an Instalment Plan, which is a plan under which a particular balance on your Account is to be repaid in near equal Monthly Instalments over a set term. The Annual Percentage Rate (APR) which applies to an Instalment Plan (other than amounts not paid when due and related interest) is likely to be different to the APR that would otherwise apply to that particular amount and may be zero. Some Instalment Plan offers have a fee that applies to set it up.

The payment due each month under an Instalment Plan is included in your Minimum Payment Due on your statement.

Warning – having an Instalment Plan means us applying payments in a different order. If you have an Instalment Plan, payments will be applied first to Instalment Plan amounts that are overdue and due in the current Statement Period before being applied to other amounts, which may have a higher APR than an Instalment Plan. As a result, you may be liable to pay an amount or rate of interest that is greater than the amount or rate of interest you would be otherwise liable to pay if payments had been applied to balances with higher rates first.

If you change your mind and don't want payments applied in a different order, your Instalment Plan will be cancelled.

See section 5 of Part A for more information about how Instalment Plans work, what happens if Extra Payments are made or you end an Instalment Plan Early and what happens if instalment payments are overdue.

Contact us if you are experiencing financial difficulty

If you are experiencing financial difficulty and think you may not be able to make repayments, we can help. We encourage you to contact us as soon as possible. We will discuss your situation and the options available to help you. The sooner you contact us, the sooner we can try to help.

Interest rates, fees and charges and repayments

Different interest rates apply depending on the transaction type. Your Financial Table sets out the different rates that apply and section 8 of Part A of this booklet provides more information about how interest is calculated and charged for different transaction types.

Your Financial Table sets out the fees that apply and when they are charged.

If you don't meet your repayment obligations, you may be charged a late payment fee. If you have any Overdue Amount or Overlimit Amount you will need to pay these amounts straight away to rectify your Account. If you do not repay any amount when due, we may close or suspend your Account. See section 7 of Part A of this booklet.

Changes we may make and how we'll tell you

We may change any of the terms and conditions that apply to your Account, including your Credit Limit, by reducing it, Annual Percentage Rates, fees and charges, the calculation of repayments and other Account features. You can find more information about what changes we can make and when and how we'll communicate these changes in section 11 of Part A of this booklet.

Default

If you are in default, we may require you to immediately pay the outstanding balance of your Account plus amounts incurred and not yet charged. You may also be liable for enforcement expenses – see sections 7 and 9 of Part A of this booklet.

Other things to keep in mind

- Sometimes we may need to close or suspend your Account, cancel or suspend a Card or a Cardholder's access to Online Servicing or not process a transaction. For example, we may do this to manage risk, or to protect you or us from fraud, scams and other losses or if you or an Additional Cardholder use the Account in an unacceptable way. You can find more information about the circumstances in which we may do this in sections 7 and 16 of Part A of this booklet. You still need to pay us all amounts owing to us under your credit card contract if any of these things happen.
- We share information with third parties, credit reporting bodies, our rewards provider and other service providers for the purposes set out in the NAB Privacy Policy at **nab.com.au/common/privacy-policy**. We usually collect your personal information directly from you. However, we may need to collect personal information about you from third parties, including the collection of your credit report or other credit eligibility information from credit reporting bodies as set out in the NAB Privacy Policy.

Please contact us if you have questions about these terms and conditions or your Account.

Contents

Key things to keep in mind 2

Part A: Credit Card Terms and Conditions 7

1. Getting started with your contract 7
1A. How we may exercise our rights and discretions 7
2. Use of Cards and the Account 8
3. International transactions 14
4. Payments 15
5. Instalment Plans, Balance Transfers and Special Promotions 16
6. Statements and other Communications 24
7. Default, suspension and closure 25
8. Interest charges 31
9. Fees and other charges you must pay 35
10. Solving problems 36
11. Changes 38
12. Security and liability for losses for unauthorised electronic transactions 39
13. Things we aren't responsible for 42
13A. Mistaken Internet Payments 44
14. Conditions for specific Payment Facilities 49
15. BPAY® 51
16. General matters 59
17. Dictionary 62

Part B: Credit Guide 69

Part C: Information Statement 74

Contact us 80

(Some words used in these terms and conditions have defined meanings, and you can find them in the Dictionary – see section 17.)

® Registered to BPAY Pty Ltd ABN 69 079 137 518

Part A: Credit Card Terms and Conditions

1. Getting started with your contract

This Part A: Credit Card Terms and Conditions contains some but not all of the terms of your credit contract and the information we are required to tell you – you can find the rest of your terms in your offer document which includes the Financial Table.

You'll accept our offer and agree to the terms of your credit contract:

- when you or an Additional Cardholder uses your Account or uses or activates your Card (this includes us debiting your Account to process a Balance Transfer requested by you); or
- by following an acceptance method we may make available after you submit an online application. We'll let you know if we make this acceptance method available.

Rewards programs are covered by a separate related contract between you and us, and under their own separate terms and conditions. If your Card has a direct earn rewards program with a third party rewards points provider, you must join that rewards program to earn benefits.

1A. How we may exercise our rights and discretions

When we exercise a right or discretion under this contract (like considering a request you make or deciding whether or not to do something), we'll do it in a way that is fair and reasonable.

We can take a range of things into account when exercising our rights and discretions. These can include:

a) our legal obligations, industry codes, payment scheme rules and the expectations of our regulators;

b) protecting our customers, staff, systems and the personal information we hold;

c) whether any information you provided us is misleading, incorrect or incomplete, or you haven't provided us with information we reasonably need when asked;

d) how our products and services are intended to be used (and how you have used them);

e) our public statements, including those relating to protecting vulnerable persons, the environment or sustainability;

f) community expectations and any adverse impact on our reputation;

g) whether we need to take action to protect you or another person from a potential fraud or scam; or

h) risk management, including sanctions risk management.

If we impose any conditions or requirements to any consent we give, or agree to any request that you make subject to conditions, then you'll need to comply with those conditions or requirements.

Our rights and remedies may be carried out by any person we have authorised, including employees.

2. Use of Cards and the Account

Using the Account

You can use your Account in the following key ways:

Make payments to others	• Pay using a Card with retailers in store, online or over the phone. • Arrange for a Balance Transfer (if offered). • Pay bills through BPAY using Online Servicing. • Set up Recurring Card Instructions (this is a regular payment you authorise a merchant to charge to your Card by providing your Card number and details to the merchant).
Get cash	• Use a Card to withdraw cash at an ATM, any Australia Post Bank@Post™[1] outlet and over the counter at any bank in the world that displays your Card's Network symbol (either Visa or Mastercard®).
Get information	• Get information using the customer service centre or Online Servicing.

Subject to these conditions you are responsible for all transactions on your Account, and any losses we incur in connection with them, except to the extent such loss or damage is caused by our fraud, negligence or misconduct.

Credit Limit and other limits

You can use the Account up to the Credit Limit by drawing any Available Credit.

The Total Cash Limit is the maximum amount of Cash Advances you can draw. This is usually the same as your Credit Limit, but in some cases may be lower. We'll notify you if your Total Cash Limit is lower than your Credit Limit.

1 Bank@Post™ and its device mark are trademarks (registered or otherwise) of the Australian Postal Corporation. All rights reserved.

Daily, weekly and other maximum limits may also apply to Cards or to the Account, either generally, or for particular types of transactions. We may change a limit or impose a new daily, weekly or other maximum limit. We'll notify you in accordance with section 11 if we make any changes to limits.

We may authorise transactions that exceed your Available Credit or Total Cash Limit, but we do not have to. We will take reasonable steps to alert you if we allow your Account to exceed the Credit Limit so that you can rectify the Account.

If you exceed your Credit Limit for any reason any Overlimit Amount must be repaid straight away. Your failure to do so may mean that we can exercise our rights that arise under these conditions when you are in default (see section 7 for more information).

You are entitled to reduce your Credit Limit to any amount that equals, or exceeds, the minimum Credit Limit for your product. To request a reduction in your Credit Limit you can contact us, including by making a request through Online Servicing. Keep in mind you will first need to pay us any amount that's owing above the new Credit Limit you have asked for.

There are some cases where we might reduce your Credit Limit or Total Cash Limit without your permission, including:

- if you've defaulted on your credit contract;
- where we have good reason to believe that your existing Credit Limit or Total Cash Limit is more than you can manage without financial difficulty;
- where your Account is inactive;
- to manage a risk, including to prevent potential fraud or scam.

Where we reduce your Credit Limit or Total Cash Limit we may not give you notice in advance (or we may give you less than 30 days' notice), if it is reasonable for us to do so, in order to avoid or reduce material loss to us or to manage a risk. We won't reduce your Credit Limit to an amount that is less than your outstanding balance.

Where we do not give you notice in advance, we will let you know in writing as soon as practicable after doing this (unless you are in default under your credit contract). In other circumstances, we will give you at least 30 days' notice in writing.

Once we have reduced your Credit Limit, we may decline any transactions that would cause your outstanding balance to go above the new limit. You can close your Account if you're not happy with the reduced Credit Limit or Total Cash Limit. See section 7.

Additional Cards

You may ask us to issue additional Cards. If we agree, we may give an Additional Cardholder:

- an additional Card and a separate PIN, and other Security Codes necessary to use other facilities like the customer service centre and Online Servicing. We may allow some Security Codes (including the PIN) to be selected by the Additional Cardholder; and
- access to your Account details and transaction history.

An Additional Cardholder can use the Account and Card in any way that you can, except that the Additional Cardholder cannot request or arrange a Balance Transfer, Instalment Plan, change the Credit Limit or other limits, or close the Account. You are liable for any transactions, fees, charges and any other use of the Card or Account, by an Additional Cardholder, except to the extent such transaction or use is caused by our fraud, negligence or misconduct or is made after we have received your notice to cancel the Additional Cardholder's Card and remove their authority to use your Account. You are responsible for any transactions made by the Additional Cardholder before we receive your notice to cancel their Card, including any that are

processed and added to your Account after we receive your notice.

You must make sure all Additional Cardholders comply with these conditions.

Limits on use

Cardholders must not, or won't be able to, transact:

- at retailers or ATMs who choose not to accept Cards for that type of transaction;
- with a merchant in which the Cardholder has an ownership interest (unless it is publicly listed);
- with a Card after it expires, is suspended or cancelled or reported lost or stolen;
- for business purposes;
- for the purpose of gambling or in connection with unlawful activities; and
- to invest in shares or other financial products or for cryptocurrency related transactions.

We can block or not process a transaction (including payments made from the Account or credits made by a merchant to the Account) that we reasonably consider to be a gambling transaction, a transaction to invest in shares or financial products or a cryptocurrency transaction (including receipt of investment returns).

If we're unable to block such a transaction – and we allow the transaction to occur – it will be treated as a Cash Advance. This may happen in limited circumstances, including where our systems are down or the merchant terminal is unable to obtain authorisations.

We may also limit transactions on the Account for the reasons set out in section 7 under the heading "When we can close or suspend your Account, cancel or suspend a Card or access to Online Servicing, or not process a transaction".

You and Additional Cardholders agree to provide any information that we reasonably request in connection with the Account and any relevant transactions.

Some purchases or other transactions may require our approval before they can be completed, or require a Cardholder to enter a Security Code. If we do not approve or process, or we reasonably delay, any transaction we will not be liable to you or any other person for any loss or damage that you or the other person may suffer as a result except for loss arising as a result of our fraud, negligence or misconduct.

A Card or Security Code must not be used by anyone except the Cardholder to whom it was allocated (and in the case of a physical Card, the Cardholder whose name and signature is on the Card).

Altering or stopping a payment

You or an Additional Cardholder can stop or alter payments you or an Additional Cardholder have made or authorised as follows:

Payment type	Stop or alter?	By contacting who before the payment is processed
Recurring Card Instructions	Stop	Only by contacting the merchant.
Other (BPAY, Card payments)	No	These cannot be stopped or altered unless it's a scheduled BPAY payment which can be cancelled in the customer service centre or Online Servicing up to the day before the scheduled payment date.

3. International transactions

Use outside Australia

Making payments, receiving credits from merchants and the use of a Card, Online Servicing or the customer service centre outside Australia is subject to Australian and overseas legal requirements. This means that making payments, receiving credits from merchants and using those facilities outside Australia may not be possible, permitted or may be subject to limits (e.g. a maximum amount).

Card transactions

Where there is an international transaction, the amount we charge to your Account will always be in Australian dollars – no matter which currency the Cardholder pays in. The exchange rate used to calculate the amount of Australian dollars will depend on the currency the Cardholder decides to pay in.

If the Cardholder decides to pay in:	The exchange rate will be:
Australian dollars	the rate used by the merchant to convert the foreign currency amount into Australian dollars.
A foreign currency	a rate: • selected by the Card scheme from a range of rates available in wholesale currency markets for the applicable processing date; or • mandated by a government or governing body and in effect for the applicable processing date.

We also charge fees on international transactions, which are set out in more detail in your Financial Table together with details of the Annual Percentage Rates and other fees and charges applicable to your Account.

Conversion differences

Because of the various conversion processes and the rates used in them, the Australian dollar amount that we charge you will usually be different to the amount that you may have calculated at the time you initiated the transaction. Similarly, if you receive a refund of a foreign currency transaction, the Australian dollar amount of that refund might differ from the amount of the original transaction.

4. Payments

Paying the Account

You must pay in Australian dollars the Minimum Payment Due by each Payment Due Date. If there are any Overdue Amounts or Overlimit Amounts they must be paid straight away to rectify your Account. If you have an Overdue Amount and Overlimit Amount owing at the end of the Statement Period, the higher of the two amounts will be included in the Total Minimum Payment Due shown in your statement. Your failure to pay an amount by its due date for payment may mean that we can exercise our rights that arise under these terms and conditions when you are in default (see section 7 for more information). Your statement tells you how to pay us.

You must pay all amounts owing under this contract without setting off amounts you believe we owe you (except where you have a right to set off that you cannot legally agree to give up such as, where a court order permits or where you have established that a payment is not due and payable).

We credit payments as soon as reasonably practicable and that may be delayed if the payment is not clear funds. If we are not sure which of your Accounts it is intended for we may choose to credit it to any of your Accounts.

Application of payments

Unless an Instalment Plan is set up, we will apply payments firstly to the portion of the Closing Balance of your most recent statement which attracts the highest APR and then to the portion which attracts the next highest APR and so on. Payments are then applied to balances that have not yet appeared on your statement in a similar fashion.

If an Instalment Plan is set up, payments will be applied differently. Please see section 5 for more detail.

5. Instalment Plans, Balance Transfers and Special Promotions

We may offer an Instalment Plan, Balance Transfer or a Special Promotion on any terms and conditions that we determine which, to the extent required, will operate as a variation to these conditions.

Instalment Plans

Introduction

- Your Instalment Plan is a plan under which a particular balance is paid off in instalments.
- You can convert a new transaction or part of your outstanding balance (including a Retail Purchase or Cash Advance) to an Instalment Plan only where we agree to this.
- An **Instalment Fee** may apply for setting up the Instalment Plan. If this fee applies, it is not included in the Main Instalment Plan Balance and amount you repay by the Monthly Instalments under the Instalment Plan. Instead it will be charged to your Account and shown on your statement for the Statement Period in which you set up your Instalment Plan, and the whole fee will form part of the Minimum Payment Due on that statement.
- When you apply for, or agree to, the Instalment Plan you will be given the following details in relation to that particular Instalment Plan (and you must agree to these in order to enter into the Instalment Plan):
  - the Instalment Fee (if any) that will apply to set up an Instalment Plan;
  - the Annual Percentage Rate (APR) for the Instalment Plan (Instalment Plan APR) (which is likely to be different to the APR that would have applied to the particular amount if it had not been converted to an Instalment Plan, and may be zero); and
  - the length of the term, which is the number of months in which you pay the Monthly Instalments.
- We charge interest on the Instalment Plan from when the Instalment Plan is set up until it is cancelled or repaid in full, and it is generally charged to your Account at the end of each Statement Period.
- To the extent and while a transaction of a particular type is converted to an Instalment Plan, it will not be a transaction of that type. For example, if a Retail Purchase is converted to an Instalment Plan, for the purpose of these terms, it will not be a Retail Purchase while the Instalment Plan is in place.

How an Instalment Plan usually works

- During the Statement Period in which the Instalment Plan is set up, you will be charged an Initial Interest Charge on the Main Instalment Plan Balance calculated from the day the Instalment Plan is set up until the last day of the Statement Period using the Daily Instalment Plan Rate and the Daily Calculation Method.
- The Initial Interest Charge will be charged to your Account at the end of the Statement Period and becomes part of the Minimum Payment Due on the statement we send at the end of the Statement Period.
- Each statement after that will show the instalment for that Statement Period, which is due in the next Statement Period

on the Payment Due Date. There will be an instalment for each month of the term (e.g. 24 instalments for a 24-month term) (**Monthly Instalments**):

- the Monthly Instalments are calculated so that if each (approximately equal) Monthly Instalment is paid on its Payment Due Date, the Main Instalment Plan Balance and any interest in relation to it will be reduced to zero on payment of the last Monthly Instalment. The last Monthly Instalment is generally slightly different to previous Monthly Instalments;
- each Monthly Instalment includes a principal component plus interest charged on the Main Instalment Plan Balance for the Statement Period; and
- that interest will be calculated by multiplying the Monthly Average Balance by the Monthly Instalment Plan Rate and charged to your Account at the end of the Statement Period.

Instalment Plan – Application of payments

Warning – having an Instalment Plan means us applying payments in a different order.

By requesting an Instalment Plan, you request and if we set it up, we agree, that payments made in a Statement Period will be applied:

a) first to any overdue Monthly Instalment, Initial Interest Charge or Instalment Fee and related interest charged to the Account;

b) then to any Monthly Instalment, Initial Interest Charge or Instalment Fee due in that Statement Period;

c) then to the balance of your Account, excluding the Main Instalment Plan Balance, in the way described in section 4. However, if an Instalment Plan is cancelled, payments will be applied to the amount that was part of the Main Instalment Plan Balance for that Instalment Plan as if it formed part of the Closing Balance of the statement for the first Statement Period starting on or after the cancellation was processed (and not any earlier statement); and

d) then to the Main Instalment Plan Balance. Where there is more than one Instalment Plan we will apply the payments in the order of Instalment Plan APR (the Instalment Plan that attracts the highest APR first, then to the Instalment Plan that attracts the next highest rate and so on) and if more than one has the same Instalment Plan APR, in the order of Instalment Plan creation (the oldest Instalment Plan first, then to the next oldest Instalment Plan and so on).

As a result of payments being applied in that way, you may be liable to pay an amount or rate of interest that is greater than the amount or rate of interest you would be otherwise liable to pay if payments had been applied to balances with higher rates first.

You may withdraw your request to apply payments in that way at any time. If you withdraw your request, this means that you are also requesting that we cancel your Instalment Plan and your Instalment Plan will be cancelled.

What happens if there are Extra Payments, an Instalment Plan is cancelled or payments aren't made on time?

Extra Payments

- When an Extra Payment is made in a Statement Period that does not fully reduce the Instalment Plan to zero, future Monthly Instalments payable as part of that plan will be recalculated over the remaining term using the same Instalment Plan APR and remaining Main Instalment Plan Balance. The Monthly Instalments will be recalculated in the way described in the third dot point of the sub-section titled "How an Instalment Plan usually works".

If you don't pay on time

- If you fail to pay the Minimum Payment Due by its Payment Due Date, we calculate and charge interest on any Overdue Instalment Amount component from the day after the Payment Due Date at the APR applicable to Retail Purchases. It will be calculated using the Daily Retail Rate and the Daily Calculation Method until it is repaid in full.
- Interest on any Overdue Instalment Amount will be charged to your Account at the end of the Statement Period and will form part of the Minimum Payment Due on the statement for that Statement Period.
- We may also cancel the Instalment Plan. We will tell you if an Instalment Plan amount is overdue before we cancel the Instalment Plan.

Ending an Instalment Plan Early

- If an Instalment Plan is cancelled or repaid in full Early, the interest on the Main Instalment Plan Balance in the Statement Period where that happens is calculated using the Daily Instalment Plan Rate and the Daily Calculation Method from the start of the Statement Period up to:
  - the day before the Instalment Plan is cancelled or repaid, if it is cancelled by you or repaid in full; or
  - the day the Instalment Plan is cancelled if it is cancelled by us.

  The interest is charged to your Account at the end of the day on the day the Instalment Plan is cancelled or repaid. That interest will not form part of the Main Instalment Plan Balance, will be treated as a Retail Purchase transaction type and interest on it will be calculated and charged in accordance with section 8 at the APR applicable to Retail Purchases (unless an interest free period applies – see section 8 for information about interest free periods).
- If you or we cancel an Instalment Plan, any Main Instalment Plan Balance will revert to the underlying transaction type and the APR and interest calculation that relates to it starting from:
  - the day the Instalment Plan is cancelled if it is cancelled by you; or
  - the day after the Instalment Plan is cancelled if it is cancelled by us.

  For example, if a Cash Advance was converted to an Instalment Plan and that Instalment Plan is cancelled, interest will be calculated at the APR applicable to Cash Advances. If a Retail Purchase was converted to an Instalment Plan and that Instalment Plan is cancelled, interest will be calculated at the APR applicable to Retail Purchases (unless an interest free period applies – see section 8 for information about interest free periods).
- If a Retail Purchase that was converted to an Instalment Plan is fully or partially refunded, the Instalment Plan will continue to operate.

General

- If you are eligible to earn rewards points, any rewards points will be earned prior to conversion to the Instalment Plan. The conversion itself will not earn rewards points unless we tell you otherwise.
- For any Instalment Plans, except for section 1A, this section 5 takes precedence over any other terms in the terms and conditions where there is a conflict.
- In this section 5:
  - **Daily Calculation Method** means calculating interest by multiplying the applicable daily percentage rate by the daily unpaid balance for each relevant amount for each day of the relevant period and then adding those amounts together.
  - **Daily Instalment Plan Rate** means the Instalment Plan APR divided by 365.

- **Daily Retail Rate** means the APR applicable to Retail Purchases divided by 365.
- An Instalment Plan is cancelled or repaid in full **Early** if this happens in a Statement Period before the one in which the final Monthly Instalment amount would have been due.
- **Extra Payment** means an amount applied to an Instalment Plan during a Statement Period that reduces the Main Instalment Plan Balance.
- **Initial Interest Charge** means the interest charged on the Instalment Plan in the Statement Period when the Instalment Plan is set up.
- **Instalment Fee** means the fee that may apply for setting up an Instalment Plan.
- **Instalment Plan** means a plan under which a particular balance is scheduled to be paid off in a specified number of instalments.
- **Main Instalment Plan Balance** means the remaining principal balance of the Instalment Plan on any day that is not included in a Monthly Instalment that is due or any Overdue Instalment Amount.
- **Monthly Average Balance** means the average balance of the Main Instalment Plan Balance during a Statement Period.
- **Monthly Instalment** means the monthly repayment instalment under an Instalment Plan.
- **Monthly Instalment Plan Rate** means the Instalment Plan APR divided by 12.
- **Overdue Instalment Amount** means any unpaid overdue Monthly Instalments, Initial Interest Charge and Instalment Fee and any related interest.

Balance Transfers

We may offer you a Balance Transfer as part of your Account application or after your Account is opened.

A Balance Transfer is where you move the outstanding balance of an eligible credit card or other eligible credit account that is not another MyCard branded credit facility (**Nominated Account**) to your Account. The terms of a Balance Transfer offer will have further details about eligible credit cards or other eligible credit accounts that may apply to a Balance Transfer offer.

If a Balance Transfer Fee applies, you'll be notified in the offer details. If applicable, the fee is calculated based on the amount transferred. It will be debited to your Account on the day your Balance Transfer is processed and will incur interest at the APR that applies to your Balance Transfer from the day it is debited until the end of the Balance Transfer Term.

You will incur interest on the amount of a Balance Transfer and any Balance Transfer Fee and related interest for the Balance Transfer Term, unless the promotional APR for your Balance Transfer is 0% p.a. The interest will be at the rate we offer and you accept for that Balance Transfer.

After the Balance Transfer Term, any portion of the Balance Transfer amount that is still owing on your Account (including any Balance Transfer Fee or related interest) will be treated as a Cash Advance transaction type and incur interest at the APR that applies to Cash Advances.

If you want to pay off your Balance Transfer before the end of the Balance Transfer Term, you'll need to pay more than your Minimum Payment Due each month (although it will depend on the Balance Transfer Term and whether any other transactions are made to your Account).

We usually process a Balance Transfer request within:

- 7 Business Days from the date your application is approved, if a Balance Transfer request is made as part of your Account application.

- 3 Business Days from the date of your request, if a Balance Transfer request is made after your Account is opened.

We may refuse to process your Balance Transfer request, in full or in part, if:

- the Balance Transfer amount is more than your Available Credit at the time it is processed;
- you provide incorrect details for the Nominated Account; or
- your Account or Card has been suspended for one of the reasons set out in section 7.

We will notify you of any minimum or maximum amounts that apply to a Balance Transfer in the details of our offer as well as any other conditions that may apply to the Balance Transfer offer that aren't included in this section.

Unless we agree, you will not be eligible to earn reward points on the Balance Transfer amount.

We are not responsible for any loss you may suffer because of any delay caused by another financial institution or card issuer in processing your Balance Transfer, unless the delay is caused by our fraud, negligence or misconduct.

You need to provide us with the correct details of the Nominated Account. Otherwise, we may not be able to process the Balance Transfer, or it may be paid to the wrong account. Your obligation to make payments to the Nominated Account in accordance with its terms and conditions continue. You should consider whether to close the Nominated Account after a Balance Transfer is processed. If you decide to close the Nominated Account, it's your responsibility to do so.

6. Statements and other Communications

Statements

We will generally send or make a statement available to you each month unless the law does not require us to, such as if you have no outstanding balance on your Account and no transactions have been posted to your Account during the Statement Period. You may also request statements, and we will also send one whenever required by any applicable code.

You should check all entries on the statement when you receive it. If you think there was an error or possible unauthorised use of your Account you must contact us promptly or you may be liable for the error or any Unauthorised Transactions. If you delay telling us this may impact on our ability to resolve disputes about a transaction.

Communications

We will give statements, notices and other information (together "**Communications**") to you by post, electronic means (including email, SMS, or Online Servicing), by publishing a notice on our website or any other manner permitted by law. Sometimes we may include a notice as a message on or with your statement.

If we make our Communications available to you via Online Servicing or publishing a notice on our website, we will usually send you an email, SMS or letter (in some cases) to let you know that it's available. We consider the Communication received when we let you know that the Communication is available. You should check regularly for electronic Communications from us.

You need to contact us if your email, mobile phone number or address changes so that you can receive Communications from us.

You may contact us at any time to ask for statements and other notices that we are required to give you.

7. Default, suspension and closure

Default

Your Account will be in default if:

- you don't make the payments required under this credit contract on time; or

- you or an Additional Cardholder don't follow the requirements of this credit contract and it has a material impact on our Legitimate Interests; or
- any information you give to us in applying for or maintaining your Account is false or misleading and it has a material impact on our Legitimate Interests; or
- you become bankrupt or insolvent or have a receiver or bankruptcy trustee appointed over you or any of your assets; or
- you transfer your assets to a creditor.

Consequences of default

We know sometimes circumstances change, and we will try and help you manage this. However, if we can't agree, we will send you a notice asking you to fix the default, unless we are not required to do so by consumer credit law (for example, if we have made reasonable attempts to find you, but have not been able to). Where we give you notice, we will specify a period for you to fix the default. This period will be at least 31 days from the date of the notice.

The notice will specify how you may fix the default.

You should read the notice carefully and follow the instructions in the notice.

If you are in default and:

- you do not fix the default within the period specified in the notice; or
- consumer credit law does not require us to wait until that period has expired; or
- we do not have to give you notice,

we may take some or all of the following actions:

- require you to immediately pay all or part of the outstanding balance of your Account (plus any applicable interest, fees and charges which you have incurred but which are not yet charged to your Account) and destroy any Card(s);
- take legal action to recover any Overdue Amount.

Enforcement expenses reasonably incurred or expended by us to enforce this credit contract may become payable under the contract in the event of a breach. An event of breach occurs if you are in default. This includes any expenses reasonably incurred through our staff and facilities. We can charge these amounts to your Account and the Annual Percentage Rate that will apply to calculate interest on them and related interest is that applicable to Retail Purchases.

When you can cancel a Card, close your Account and terminate your credit contract

You may close your Account or cancel a Card by contacting us.

If you wish to close your Account and terminate your credit contact you are required to:

- pay the outstanding balance of your Account after the last transaction you or an Additional Cardholder authorised is charged to your Account plus all interest, fees, charges and expenses (including those you have incurred but which are not yet charged to your Account); and
- cancel all Recurring Card Instructions with merchants or provide them with new account details. We assume no responsibility for return fees and charges.

We will tell you if there is anything else you need to do for us to complete your request.

You remain responsible for all amounts withdrawn from your Account.

When we can close or suspend your Account, cancel or suspend a Card or access to Online Servicing, or not process a transaction

We may close your Account, cancel or suspend your Card or an Additional Cardholder's Card by giving you 30 days' prior notice for any reason, where it is reasonably necessary to protect our Legitimate Interests (for example, if your Account is inactive).

We may also close or suspend your Account, cancel or suspend a Card or a Cardholder's access to Online Servicing, or not process a transaction (including a merchant credit) at any time without notice:

- if you are in default under your credit contract;
- to protect you, or us from potentially fraudulent activity or a scam, or other losses;
- to prevent an anticipated breach of the law of Australia or another country;
- to manage any risk, including legal, regulatory or sanctions risk, or to comply with our Sanctions Program which you can view on our website;
- if we reasonably consider it appropriate to protect a customer or another person from financial abuse (see our unacceptable Account conduct policy in section 16);
- if your Account has remained in credit balance for a reasonable period;
- if we do not have all the identification information we need, or we have not received a satisfactory response in a timely manner to information we have reasonably requested from you or an Additional Cardholder in connection with the Account and any relevant transactions;
- if we reasonably believe that by allowing the Account to remain open it may adversely impact on our reputation;
- if we reasonably believe that by allowing the Account, a Card or access to Online Servicing to remain open or available, it may cause you or us loss, or to breach any law or code of conduct or any terms of this credit contract; or
- if a Card, Security Code, Identifier or a process intended to prevent Unauthorised Transactions has been compromised and where we believe taking such action is reasonably required to manage any risk.

It may not be possible for us to detect and prevent all fraudulent or scam transactions or transactions that may result in a breach of the laws of Australia or another country.

We'll let you know as soon as practicable after we take action under this section if it is reasonable to do so. We will not be responsible for any loss or damage that you may suffer, unless we've acted with fraud, negligence or misconduct.

Consequences of closing or suspending an Account, cancelling or suspending a Card or access to Online Servicing

If you request closure of your Account or if we close or suspend your Account, or cancel or suspend a Card, then we will take reasonable steps to promptly stop future transactions on the Account or through the cancelled or suspended Card (including cancelling all Cards in the case of Account closure). Please note that there might be circumstances where Recurring Card Instructions are unable to be rejected. Also, if a Card is suspended temporarily (for example, if we suspect there are fraudulent transactions or if you or an Additional Cardholder ask us to temporarily suspend a Card), transactions made by you or an Additional Cardholder using Online Servicing such as a BPAY payment will be accepted. Any transactions made before an Account is closed or suspended or made using a Card before it is cancelled or suspended will still be charged to your Account even if it's processed and added to your Account after.

If we cancel or suspend a Cardholder's access to Online Servicing, the Cardholder won't be able to log in.

We may suspend your Account, a Card or a Cardholder's access to Online Servicing or not process a transaction for as long as reasonably required to protect our Legitimate Interests or to manage any risk.

If your Account:

- has a credit balance and your Account has been closed (either by us or you), we will return the Account balance to you (unless we reasonably believe we are unable to because of our regulatory or other legal obligations, for example to comply with a court order) or where the relevant statutory requirements have been met, we may transfer the balance to the Commonwealth Government as unclaimed money; or
- has a debit balance and has been closed, unless we tell you otherwise, you must continue to pay us amounts due until you pay the full outstanding balance, including any further transactions that you are liable for. Interest, fees, charges and expenses will accrue until that time.

Closure, cancellation or suspension of your Account or any Card does not affect any obligations that arose before or after the closure, cancellation or suspension.

Your credit contract will continue after your Account is closed either by you or us until you pay us the outstanding balance (plus any applicable interest, fees and charges which you have incurred but which are not yet charged to your Account) in full.

Closure, cancellation or suspension of your Account or any Card does not affect any obligations that arose before or after the closure, cancellation or suspension.

Your credit contract will continue after your Account is closed either by you or us until you pay us the outstanding balance (plus any applicable interest, fees and charges which you have incurred but which are not yet charged to your Account) in full.

8. Interest charges

This section describes when and how we calculate and charge interest on your Account except for how we calculate and charge interest on Instalment Plans. See section 5 for details about interest on Instalment Plans.

How interest works with different transaction types

When an amount is charged to your Account, it's the same as us lending you that amount. And like a loan, we will charge your Account with interest, unless the amount is a part of the Retail Purchase Balance and an interest free period applies.

How you incur interest on each transaction depends on the type of transaction. The interest rate or Annual Percentage Rate for Cash Advances, for example, is typically higher than the Annual Percentage Rate for Retail Purchases.

While you incur interest differently depending on the type of transaction, we will charge that interest to your Account (by adding it to your outstanding balance) on the last day of each Statement Period.

Types of transaction	When interest is incurred	When interest is charged
Retail Purchase	**Never** If you're in an interest free period (if your Account is eligible) **Daily** If you're not in an interest free period	At the end of the Statement Period
Cash Advance	**Daily**	At the end of the Statement Period

Types of transaction	When interest is incurred	When interest is charged
Balance Transfer	**Daily** Except that, if the promotional interest rate for your Balance Transfer is 0% p.a., you'll incur no interest for any day during the Balance Transfer Term	At the end of the Statement Period

How interest is calculated

Interest is incurred daily on any outstanding balances for each transaction type (at the end of each day), in the way described below.

Daily interest rate (Annual Percentage Rate / 365) x outstanding balance (for each transaction type) = Daily Incurred Interest (for each transaction type).

Calculating the daily interest rate

To calculate the daily interest rate for each transaction type, we take the applicable Annual Percentage Rate and divide it by 365. The applicable Annual Percentage Rate depends on the type of transaction, whether an interest free period applies, and any special promotional rates that may be available to you.

You can find information about the current Annual Percentage Rates for particular transaction types on request by contacting us in one of the ways set out at the end of this booklet.

Your Financial Table will also set out the Annual Percentage Rates that apply as at the date specified in your Financial Table.

Working out the amount of interest incurred each day

The amount of interest you incur daily is worked out by multiplying the applicable daily interest rate by any outstanding balance you have for each transaction type at the end of the day.

Interest is incurred on the amount of a transaction from the Transaction Date, until the date it is paid off in full. You don't incur interest for a transaction on the day it is paid off in full.

How interest is added up

The following table shows an example of how interest is incurred on Retail Purchases from the start of a Statement Period that doesn't have an interest free period (more on this later in this section). Retail Purchases are made on day 1, day 3 and day 30. In this example, the Statement Period is 30 days and the daily interest rate on Retail Purchases is: 22.49% per annum / 365 = 0.0616%. The APR used is an example rate only and may not be reflective of the APR on your Account.

	Retail Purchases	Outstanding balance	Daily interest rate	Daily interest incurred
Statement opening balance		**$20**		
Day 1	$180	$200	0.0616%	$0.12
Day 2	$0	$200	0.0616%	$0.12
Day 3	$100	$300	0.0616%	$0.18
Day 4-29	$0	$300	0.0616%	$0.18 every day
Day 30	$70	$370	0.0616%	$0.23
			Total interest charged Equal to the sum of all daily interest from Day 1 to 30 (rounded to the nearest cent)	$5.33

When interest is charged to your Account

We charge interest incurred during a Statement Period to your Account at the end of the Statement Period. This includes interest for the last day of the Statement Period. When we charge interest, we round it to the nearest cent.

How interest free periods work

Your Financial Table will specify whether your Account is eligible for an interest free period on the Retail Purchase Balance.

If you're eligible for an interest free period, you won't incur interest on any transactions that form part of the Retail Purchase Balance for any day in an interest free period.

You start an interest free period on the day you accept the offer of an Account. In order to continue this and any other interest free period, you must pay the Closing Balance (or the Interest Free Days Payment, if you have a Balance Transfer and/or an Instalment Plan) shown on your statement in full by the Payment Due Date shown on your statement.

If you pay less than your Closing Balance (or the Interest Free Days Payment, if you have a Balance Transfer and/or Instalment Plan) shown on your statement by the Payment Due Date, your interest free period will end. You will incur interest on transactions that form part of the Retail Purchase Balance from the day after the Payment Due Date.

How to start a new interest free period

If your Account is eligible to have an interest free period and you're not currently in an interest free period, there are two ways you can start a new one:

- Begin your Statement Period with either a zero balance or a credit balance on your Account.
- Pay the Closing Balance (or the Interest Free Days Payment, if you have a Balance Transfer and/or Instalment Plan) shown on your statement in full by the Payment Due Date shown on your statement. If you use this method, the interest free period will begin on the day you make this payment. However, you will see interest charged on outstanding amounts that form part of the Retail Purchase Balance on your next statement for the time before you made the payment.

How interest, fees and charges added to your Account incur interest

When we add interest, fees or charges to your Account, your outstanding balance will increase and the interest, fee or charge will be treated as a transaction on your Account.

For this purpose, where the interest, fee or charge relates to a Balance Transfer or a Cash Advance, it will be treated as the same kind of transaction. Where the interest, fee or charge relates to an Instalment Plan, see section 5 to see how it will be treated. Any other interest, fee or charge is treated as a Retail Purchase transaction. For example, a fee for withdrawing money from an ATM is treated like a Cash Advance, and interest on a Card transaction used to buy a pair of shoes is treated like a Retail Purchase.

This means that, from the date the interest, fees or charges are added to your Account, you will incur and be charged interest on these amounts in the same way as for the relevant transaction type unless an interest free period applies.

9. Fees and other charges you must pay

Subject to any law that limits our right to do so, we will charge your Account with:

- fees and charges applicable to your Account;
- government taxes, duties or charges that relate to your Account or its operation;
- any amount (or the Australian dollar equivalent) that any other person charges in connection with your use of the Account, such as ATM access fees; and

- any expenses we reasonably incur enforcing these conditions against you.

Information on current fees and charges is available on request by contacting us in one of the ways set out at the end of this booklet.

10. Solving problems

Refunds and payment reversals

On occasion, you may receive a refund (such as a credit) into your Account from us or a merchant. For example, this could be for goods or services you've purchased and then returned, or where you have successfully disputed a transaction. There may also be situations where we need to refund a fee or charge or interest to you, for example where an error or adjustment has been made.

How we apply a refund is different to how we apply payments. When you get a refund, we'll apply it to your Account to reduce your outstanding balance. A refund is not treated as a payment by you. This means you must still pay us the Total Minimum Payment Due by the due date(s), regardless of the value of any refund on your Account. The only exception to this is where the refund brings the outstanding balance on the day a payment is due to an amount that is lower than the payment that is due on that day. If this occurs, you must pay us the outstanding balance on the relevant due date. If you pay more than the outstanding balance on the relevant due date, your Account will have a credit balance.

If your refund is equal to, or more than, your outstanding balance, we'll apply it to your Account in full, so that you'll have a zero or credit balance. If you have a credit balance, it will be applied to any amount subsequently charged to your Account. We won't pay you interest on any credit balance.

If your refund is less than your outstanding balance, the refund will be applied to the unpaid balance of the original transaction type (for example, if it is a Retail Purchase, the refund will be applied to the unpaid Retail Purchase Balance). If there is any refund amount remaining, it will be applied based on the order of dates on which the balance for a transaction type was set up, with it being applied to the earliest first. However, if you have an Instalment Plan, it will be applied to the Main Instalment Plan Balance last.

If a payment is reversed (for example, where you make a payment by direct debit and we don't receive value for the direct debit), we will reverse your payment amount. In that case, the amount of the reversal will be treated as the same transaction types to which the payment was originally applied, except if a payment to an Instalment Plan is reversed, in which case the amount of the reversal will be treated as a Retail Purchase.

Error/dispute resolution

A complaint can be lodged by contacting us in one of the ways set out in Part B of this booklet under the sub-section titled "What you should do if you have a complaint?"

We will investigate the complaint and try to resolve it quickly and fairly. If you are not satisfied with the result of the complaint, you can escalate your complaint to our Customer Resolutions team or you can raise your complaint with the Australian Financial Complaints Authority (AFCA) at:

GPO Box 3, Melbourne VIC 3001
Telephone: 1800 931 678 (free call)
Email: **info@afca.org.au**
Website: **afca.org.au**

See Part B of this booklet for more information about our complaints process and how to lodge a complaint.

Transaction disputes and Chargebacks

If you have a transaction dispute (for example, if you have a problem with goods or services, if you believe you were charged the incorrect amount for a transaction or you were charged for an item you didn't receive) and the relevant transaction was processed through a Network you may have rights under the applicable Network rules to Chargeback the transaction.

We will pursue the Chargeback on your behalf if a right to do so exists and the result will be governed by the Network's Chargeback rules. It's important that you tell us about the dispute as soon as possible, as there are time limits on our ability to process a Chargeback on your behalf. Please note that if you or an Additional Cardholder uses your Account to make a BPAY payment, you cannot claim a Chargeback. BPAY only allows refunds of mistaken, unauthorised or fraudulent payments.

Except as otherwise set out by law, for example the National Consumer Credit Code or the Australian Consumer Law, we are not otherwise responsible for any disputes between you and a merchant.

11. Changes

We may change the terms and conditions applicable to your Account, including changing any condition, APR and fees and charges.

We may tell you about a change by writing to you at your last known address (including electronically), by message on or with your statement, by advertisement in a newspaper, through our website or in other ways allowed by applicable laws or industry codes.

We may notify you of changes to APRs or the amount of a fee or charge by publishing a notice electronically (e.g. on our website or through Online Servicing), without letting you know by SMS or email. We'll follow any regulatory rules in place when we do this.

Generally, the following notice periods apply:

As soon as reasonably possible, which may be after the change is made	Reducing your obligations (e.g. fees) or extending the time for payment Reducing your Credit Limit or Total Cash Limit
At least same day notice	Increasing an APR
No notice if the government publishes the change	Changes to government fees or charges on receipts or withdrawals
At least 30 days	Any other change we make other than those changes that we expressly agree with you

We will comply with any notice requirements in any applicable laws and codes (such as the Banking Code of Practice and ePayments Code).

12. Security and liability for losses for unauthorised electronic transactions

Reliance on your instructions

We are entitled to presume (unless contrary to the ePayments Code or these conditions), that the Cardholder has given any instructions identified by the Cardholder's Identifier (including Card number) and Security Code, and that they are valid and binding on you.

You must take care of PINs and other Security Codes

Security Codes allow access to your Account and in some cases Cardholders may be able to select or change them within limits we set. The security of Card(s) and Security Code(s) is very important. If Cardholders fail to observe these security requirements you may incur liability for any Unauthorised Transaction.

Cardholders MUST:

- sign the strip on the reverse side of the Card immediately upon receiving it;
- keep their Security Code(s) secret;
- not let anyone else use their Card and/or Security Code or Identifier and Security Code;
- use care to prevent anyone else seeing their Security Code (including when using an ATM or EFTPOS terminal) or overhearing their Security Code;
- take reasonable steps to protect a Card or Security Code from loss or theft; and
- immediately destroy any expired or cancelled physical Card by cutting it diagonally in half.

Cardholders MUST NOT choose a Security Code which is clearly identifiable with you (e.g. birth date or phone number or an alphabetical Security Code that is a recognisable part of their name) or which has an easily retrievable combination (e.g. 1234, BBBB).

Cardholder responsibilities when adding a Card to a payment device

If a Cardholder adds their Card to a payment device (like a mobile phone, wearable or tablet), it's also important to make sure no one else can access the payment device, because they might be able to use a Card and transact on your Account.

You need to notify us of security breaches (including Unauthorised Transactions)

You should immediately notify us (and you must provide all required information) where any of the following security breaches has or is suspected to have occurred:

- a Card or Security Code is lost, stolen or disclosed to someone else; or
- your Card, Identifier or Security Code has been used to effect an Unauthorised Transaction or has otherwise been misused.

We will then cancel the relevant Card and/or Security Code (where possible) and may cancel the Identifier. After cancellation, they must not be used again even if they are subsequently retrieved.

When are you liable for electronic Unauthorised Transactions?

We apply the ePayments Code to determine when you are liable for losses from an Unauthorised Transaction that is authorised without a physical signature. Some examples of where you are liable, not liable, and partially liable are set out below (the ePayments Code sets out more details).

YOU ARE NOT LIABLE for losses from an Unauthorised Transaction:

- using Cards, Identifiers or Security Codes that are forged, faulty, expired or cancelled or a Card or Security Code before the Cardholder received it;
- occurring after the underlying security breach was notified to us;
- that are caused by the same transaction being incorrectly debited more than once to your Account as a result of a system error;
- where it is clear no Cardholder contributed to it (e.g. if it was caused by misconduct by us or others involved in the relevant networking arrangements); or
- that exceeds the Credit Limit or any applicable transaction limit.

This section does not apply to any transaction carried out by you or an Additional Cardholder or by anyone performing a transaction with your or an Additional Cardholder's knowledge and/or consent and/or authorisation (as applicable).

YOU ARE LIABLE for losses occurring up to notification of the security breach if a Cardholder has contributed to a loss by:

- compromising secrecy of a Security Code (e.g. by voluntarily disclosing it, or indicating

it on the Card or on anything carried or kept with the Card or an Identifier) unless the Cardholder makes a reasonable attempt to protect the security of the Security Code; or

- unreasonably delaying notification of a security breach.

YOU ARE PARTIALLY LIABLE where a Security Code is required to perform the Unauthorised Transaction and it is unclear whether a Cardholder has contributed to a loss. In this case for the period commencing from the time the Card, Identifier or Security Code was misused, lost or stolen, until the time a Cardholder notifies us, you could be liable for the lesser of AU$150, the actual amount lost, or the Available Credit in the Account at the time of the Unauthorised Transaction.

13. Things we aren't responsible for

We usually aren't liable in these circumstances

Unless these conditions or the law says otherwise, we will not be responsible to you for any loss incurred by you in any of the following situations:

- any problems with goods or services provided (or not provided) by a retailer/ merchant. However, we may be able to access a Chargeback in the event of issues (see section 10);
- where we cancel, suspend or close the Account, a Card or access to Online Servicing (see section 7), or otherwise decide not to provide further credit, or refuse to authorise or make a payment or payments (or any other transaction) in accordance with these conditions;
- Online Servicing or the customer service centre are not available from overseas or at a particular time. These services are intended to be reasonably available, but will not be available 24/7, including where there are outages (e.g. power or systems) and where we require this (e.g. because of security or maintenance, or where we are not allowed to process a transaction);
- you have not provided us with complete and correct payment information; or
- circumstances beyond our reasonable control prevent or result in errors or delays to a funds transfer or payment.

Some circumstances where we are liable

Regardless of the above, we have minimum requirements imposed on us by the ePayments Code and laws like the Competition and Consumer Act 2010 (Cth). For example, these may imply warranties into a contract to protect you, such as a promise that the services are fit for their intended purposes. These laws may allow us to exclude liability if you acquire services as part of a business. To the extent permitted by law, we exclude liability under implied statutory conditions and warranties, or limit our liability under such warranties and conditions to supplying the services again or paying the cost of that resupply.

In addition, we are liable for your loss if any electronic terminal (such as ATM and EFTPOS terminal) or the relevant electronic Network does not complete a transaction that it accepts in accordance with your instructions. Our liability is limited to the correction of errors and refunding charges or fees imposed if the Cardholder should have reasonably been aware that the relevant electronic terminal or Network was unavailable or malfunctioning.

If the customer service centre should ever be temporarily unavailable, we will reimburse any loss arising between the time you or an Additional Cardholder (as applicable) attempted notification of a Notifiable Event and the actual time of notification, provided you or an Additional Cardholder subsequently gave such notice at the first reasonable opportunity.

13A. Mistaken Internet Payments

This section applies to Mistaken Internet Payments, which is a payment made by a Cardholder through pay anyone functionality where funds are paid into the account of an unintended recipient because the Cardholder entered or selected a BSB number and/or account number, or PayID (if available) that belonged to the wrong person because of:

- the Cardholder's error; or
- the Cardholder being advised of the wrong details.

It sets out important rules where the Sending ADI (the ADI whose customer has made an internet payment) and the Receiving ADI (the ADI whose customer received an internet payment) have subscribed to the ePayments Code and:

- a Cardholder reports a Mistaken Internet Payment to us as the Sending ADI; or
- we, as the Receiving ADI, are notified by a Sending ADI that funds have been credited to your Account as the result of a Mistaken Internet Payment by its customer.

This section does not apply to BPAY payments.

Cardholder's obligation

A Cardholder:

a) must take care to enter or select the correct information about the intended recipient of the funds, required when using pay anyone to make a payment. It is not always possible for us to recover funds from the unintended recipient;

b) should report a Mistaken Internet Payment to us as soon as possible by contacting us using one of the contact methods in the "Contact us" section at the end of this booklet.

We will acknowledge receipt of the report and the Cardholder should record or retain this acknowledgement.

Our obligations as a Sending ADI when we receive the Cardholder's report

a) Obligation to investigate.

   We will investigate a Cardholder's report of a Mistaken Internet Payment.

b) Obligation to tell the Cardholder about the outcome.

   We will tell the Cardholder about the outcome of a Cardholder's report of a Mistaken Internet Payment:

   i) in writing, and

   ii) within 30 Business Days of the day the report was made.

When a Cardholder makes a report, we as the Sending ADI and the Receiving ADI need to be satisfied that a Mistaken Internet Payment has occurred.

If we are not satisfied a Mistaken Internet Payment has occurred, we are not required to take any further action. We will tell you in writing within 30 Business Days from the time the Cardholder reported the Mistaken Internet Payment.

If we are satisfied that a Mistaken Internet Payment has occurred, we will send the Receiving ADI a request for return of the funds as soon as reasonably possible and by no later than 5 Business Days from the time the Cardholder reported the Mistaken Internet Payment to us.

We are reliant on the Receiving ADI following its obligation to acknowledge our request and advise us within 5 Business Days if there are sufficient funds in their customer's account to cover the amount of the Mistaken Internet Payment.

If the Receiving ADI receives a request from us to return funds to us, but is not satisfied that a Mistaken Internet Payment has occurred, the Receiving ADI may seek their customer's consent to return the funds to you. If consent is provided to the Receiving ADI, we will return these funds to you as soon as practicable.

Process where both the Sending ADI and the Receiving ADI are satisfied a Mistaken Internet Payment has occurred and there are insufficient funds

This process applies where the Sending ADI and the Receiving ADI are satisfied a Mistaken Internet Payment has occurred.

If we are advised there are insufficient funds in the customer's account, we are reliant on the Receiving ADI using its discretion (which is guided by a number of factors in the ePayments Code) in deciding whether to pursue all or part of the funds from their customer. If the Receiving ADI decides to pursue the return of all the funds, it has an obligation to use reasonable endeavours to retrieve the funds from their customer (e.g. facilitating payment by instalments).

If the Receiving ADI is unable to recover the funds from the unintended recipient, you will be liable for losses arising from the Mistaken Internet Payment.

Where the Sending ADI and the Receiving ADI are satisfied a Mistaken Internet Payment has occurred and there are sufficient funds

This table describes our obligations as a Sending ADI and the obligations of the Receiving ADI if satisfied that a Mistaken Internet Payment has occurred and there are sufficient credit funds available in the account of the unintended recipient to cover the payment.

A different process applies depending on when the Cardholder reported the Mistaken Internet Payment to us.

User reports the Mistaken Internet Payment to us	Obligation of Receiving ADI after receiving our request to return funds	Our obligation to pay you
Within 10 Business Days of making the payment	Funds must be returned to us within 5 Business Days (if practicable) of receiving our request to return the funds or such longer period as is necessary up to a maximum of 10 Business Days.	To return the funds to you as soon as practicable.
Between 10 Business Days and 7 months of making the payment	Complete investigation within 10 Business Days of receiving our request to return the funds. If satisfied a Mistaken Internet Payment has occurred: i) prevent their customer withdrawing the Mistaken Internet Payment funds for a further 10 Business Days;	To return the funds to you as soon as practicable.

User reports the Mistaken Internet Payment to us	Obligation of Receiving ADI after receiving our request to return funds	Our obligation to pay you
	ii) notify their customer that they have a period of 10 Business Days to establish they are entitled to the funds. This period commences on the date their customer was prevented from withdrawing the funds; and iii) return funds to us within 2 Business Days of the end of the 10 day period described in ii) if their customer has not established they are entitled to the funds.	

User reports the Mistaken Internet Payment to us	Obligation of Receiving ADI after receiving our request to return funds	Our obligation to pay you
After 7 months	Seek the consent of their customer to return the funds, and if received to return the funds to us.	To return the funds to you as soon as practicable.

Complaints

For information about making a complaint about the outcome of a Mistaken Internet Payment report or how we have dealt with it, please see Part B.

Our obligations if we are notified about a Mistaken Internet Payment by another ADI

If we are notified by a Sending ADI that funds have been credited to your Account as the result of a Mistaken Internet Payment by its customer, we will act in accordance with the obligations of the Receiving ADI described in the ePayments Code and this section 13A including the obligations to return funds in your Account to the Sending ADI where applicable.

14. Conditions for specific Payment Facilities

Recurring Card Instructions

When a Cardholder gives a merchant a Recurring Card Instruction to debit amounts to a Card, you authorise us to pay any such amounts and charge them to your Account.

If a Cardholder has set up Recurring Card Instructions:

- the Cardholder needs to contact the merchant to cancel or change them – we usually cannot do this;

- if a Card is re-issued with a new Card number or expiry date, the Cardholder must contact the merchant to cancel or change the details of each Recurring Card Instruction. We may choose to cancel the Recurring Card Instruction or (unless the Cardholder tells us not to) provide the Cardholder's replacement Card details to update it. Our capacity to provide the replacement Card details depends on the functionality of our and the merchant's systems to do this. If the merchant participates in an account updater service, they may be given updated Card details when a Card is re-issued. You should check with the merchant to confirm if they participate. You may request to opt-out of the automatic update of Card details by contacting us.

You should tell us if unauthorised Recurring Card Instructions are charged to the Account.

Scheduled BPAY payments

We use reasonable endeavours to debit your Account on the days nominated by a Cardholder for scheduled BPAY payments, even if the day nominated is not a Business Day but may not always do so. A scheduled BPAY payment is usually received within one Business Day of the payment date. If the day on which your Account is debited is not a Business Day, or if we or another payment system participant cannot process a payment on that day, the payment will usually be received within two Business Days.

If a Card is re-issued with a new Card number or expiry date, or reported lost or stolen, any scheduled BPAY payments will still be charged to the Account on the day(s) nominated by the Cardholder.

If your Account is closed or suspended, or if BPAY payments are suspended, then any scheduled BPAY payments that have been scheduled to occur will not be processed by us.

Online Servicing

To access Online Servicing, you and Additional Cardholders will:

- be given or can select Security Codes to enable the use of Online Servicing;
- also need to enter the Identifier/Card number and any other codes we require.

15. BPAY®

Application

We are a member of the BPAY Scheme which is an electronic payments scheme through which you and Additional Cardholders can ask us using Online Servicing to make payments on your behalf to Billers who accept BPAY payments.

We will notify you if we cease to be a member of the BPAY Scheme.

How to use the BPAY scheme

You and any Additional Cardholder must comply with these conditions to the extent that these conditions are not inconsistent with or expressly overridden by the BPAY terms. The BPAY terms set out below are in addition to those terms. If there is any inconsistency between these conditions and the BPAY terms in this section 15, the BPAY terms will apply to the extent of that inconsistency.

When a Card is used to pay a bill through the BPAY Scheme, we treat that payment as a Retail Purchase.

The receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the payer and that Biller.

Valid payment direction

We will treat your or any Additional Cardholder's instruction to make a BPAY payment as valid if, when the instruction is given to us, you or that

Additional Cardholder (as the case may be) correctly use any Identifier and Security Code required to access and make payments using Online Servicing.

Information you must give us

The information you or any Additional Cardholder must give us to instruct us to make a BPAY payment is:

- the "Biller Code" written on the bill near the BPAY Logo, and the customer reference number;
- the Card from which you or the Additional Cardholder wishes to make the payment;
- the amount of the payment you or the Additional Cardholder wishes to make; and
- the date the payment is to be made, if you or an Additional Cardholder schedule a payment to be made on a future date using Online Servicing.

We are not obliged to effect a BPAY payment if we are not given all of the above information or if any of the information given to us is inaccurate.

Payments

We will not accept an order to stop a BPAY payment once you have instructed us to make that BPAY payment.

You or an Additional Cardholder should notify us straight away if you become aware that you may have made a mistake (except when you make an underpayment) when instructing us to make a BPAY payment, or if you did not authorise a BPAY payment that has been made from your Account. Sub-sections titled "Mistaken payments, Unauthorised Transactions and fraud", "Mistaken payments" and "Unauthorised payments" describe when and how we will arrange for such a BPAY payment (other than in relation to an underpayment) to be refunded to you.

Subject to the sub-section titled "Payment queries", Billers who participate in the BPAY

Scheme have agreed that a BPAY payment you or an Additional Cardholder make will be treated as received by the Biller to whom it is directed:

- on the date you make that BPAY payment, if you or an Additional Cardholder tell us to make the BPAY payment before 6pm (Melbourne time) on a Business Day;
- on the next Business Day, if you or an Additional Cardholder tell us to make a BPAY payment after 6pm (Melbourne time) on a Business Day, or on a non-Business Day; or
- if available on the day you or an Additional Cardholder have nominated for a scheduled payment to take place or where this day is not a Business Day on the next Business Day.

Delay may occur in processing a BPAY payment where:

- there is a public or bank holiday on the day after you or an Additional Cardholder tell us to make a BPAY payment;
- you or an Additional Cardholder tell us to make a BPAY payment either on a day which is not a Business Day or after 6pm (Melbourne time) on a Business Day;
- another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
- a Biller fails to comply with its obligations under the BPAY Scheme.

While it is expected that any delay in processing under this agreement for any reason set out above will not continue for more than one Business Day, any such delay may continue for a longer period.

You and any Additional Cardholder must be careful to ensure that you tell us the correct amount you or an Additional Cardholder wish to pay. If you or an Additional Cardholder instruct us to make a BPAY payment and later discover that the amount you or an Additional Cardholder told us to pay was less than the amount needed to pay, another

BPAY payment can be made for the difference between the amount actually paid to a Biller and the amount needed to pay.

If you or an Additional Cardholder discover that the amount you or an Additional Cardholder instructed us to pay was more than the amount due to the Biller, you must contact the Biller to negotiate any refund.

Liability and ePayments Code

If you are liable for an unauthorised or fraudulent payment and the ePayments Code applies, then your liability is limited to the lesser of:

1. the amount of that unauthorised or fraudulent payment; and
2. the limit (if any) of your liability set out in these conditions.

If point 2. applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

Mistaken payments, Unauthorised Transactions and fraud

We will attempt to make sure that your or an Additional Cardholder's BPAY payments are processed promptly by the participants in the BPAY Scheme, including those Billers to whom the BPAY payments are to be made. You or any Additional Cardholder must promptly tell us if:

- you or an Additional Cardholder become aware of any delays or mistakes in processing your BPAY payments;
- if you or an Additional Cardholder did not authorise a BPAY payment that has been made from your Account; or
- if you or an Additional Cardholder think that you have been fraudulently induced to make a BPAY payment.

We will attempt to rectify any such matters in relation to your or an Additional Cardholder's BPAY payments in the way described in this sub-section. However, except as set out in the sub-section titled "Liability and ePayments Code", section 1A and section 13 and to the extent that a transaction was permitted by you or an Additional Cardholder, we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.

The longer the delay between when you or an Additional Cardholder tell us of the error and the date of your BPAY payment, the more difficult it may be to perform the error correction. For example, we or the Biller may not have sufficient records or information available to us to investigate the error.

If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

Mistaken payments

If a BPAY payment is made to a person or for an amount which is not in accordance with your or any Additional Cardholder's instructions (if any), and your Account was debited for the amount of that payment, we will credit that amount to your Account. However, if you or an Additional Cardholder were responsible for a mistake resulting in that payment, and we cannot recover the amount of that payment from the person who received it within 20 Business Days of us attempting to do so, you must pay us that amount.

Unauthorised payments

If a BPAY payment is made in accordance with a payment direction, which appeared to us to be from you or an Additional Cardholder (or on your or their behalf) but for which you or the Additional Cardholder did not give authority, we will credit your Account with the amount of that unauthorised payment where we agree that you or that Additional Cardholder did not give your

or their authority. However, you must pay us the amount of that unauthorised payment if:

- we cannot recover, within 20 Business Days of us attempting to do so, that amount from the person who received it; and
- the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions as set out in these terms and conditions or as advised by us to you.

If we are able to recover part of the amount of that payment from the person who received it, you must only pay us the amount of payment that was not able to be recovered.

Fraudulent payments

If a BPAY payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud induced payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment that is not refunded to you by the person that induced the fraud.

Resolution principles

If a BPAY payment you or any Additional Cardholder have made falls within the type described in the sub-section titled "Unauthorised payments" and also the sub-section titled "Mistaken payments" or the sub-section titled "Fraudulent payments", then we will apply the principles stated in the sub-section titled "Unauthorised payments". If a BPAY payment you or any Additional Cardholder have made falls within both the types described in sub-sections titled "Mistaken payments" and "Fraudulent payments", then we will apply the principles stated in the sub-section titled "Fraudulent payments".

No "Chargebacks"

Except where a BPAY payment is a mistaken payment referred to in the sub-section titled "Mistaken payments", an unauthorised payment referred to in the sub-section titled "Unauthorised payments", or a fraudulent payment referred to in the sub-section titled "Fraudulent payments", BPAY payments are irrevocable. No refunds will be provided through the BPAY Scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

Important

Even where your or an Additional Cardholder's BPAY payment has been made using a credit card account or a charge card account, no "Chargeback" rights will be available under BPAY Scheme rules.

Biller consent

If you or an Additional Cardholder tell us that a BPAY payment made from your Account is unauthorised, you must first give us your written consent addressed to the Biller who received that BPAY payment, consenting to us obtaining from the Biller information about your account with that Biller or the BPAY payment, including your customer reference number and such information as we reasonably require to investigate the BPAY payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY payment.

Payment queries

If, in relation to a transaction, we fail to observe the appropriate procedures for complaint investigation and resolution, allocation of liability and communication of the reasons for our decision, and such failure prejudices the outcome of our investigation of the complaint or delayed its resolution, we may be liable for part or

all of the amount of the transaction which is the subject of the complaint.

Cut off times

Generally, any withdrawal or deposit will be processed on the day instructions are received, provided your or an Additional Cardholder's instructions are complete and received by us before 6pm (Melbourne time) on any Business Day. Any transaction outside these times may be processed on the following Business Day. A payment may take longer to be credited to a Biller if you tell us to make a payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY Scheme does not process a payment as soon as they receive its details.

When a Biller cannot process a payment

If we are advised that your payment cannot be processed by a Biller, we will:

- advise you or an Additional Cardholder of this;
- credit your Account with the amount of the BPAY payment; and
- take all reasonable steps to assist you or an Additional Cardholder in making the BPAY payment as quickly as possible.

Account records

You should check your Account records carefully and promptly report to us as soon as you become aware of any BPAY payments that you think are errors or are BPAY payments that you or an Additional Cardholder did not authorise or you think were made by someone else without your or an Additional Cardholder's permission.

Privacy

If you register to use the BPAY Scheme, you and any Additional Cardholder agree to our disclosing to Billers nominated by you or an Additional Cardholder and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) or any other participant in the BPAY Scheme and any agent appointed by any of them from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:

- such personal information (for example name, email address and the fact that you and any Additional Cardholder are our customer) as is necessary to facilitate your registration for or use of the BPAY Scheme; and
- such transactional information as is necessary to process a BPAY payment made on your Account. BPAY payment information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's financial institution.

You and Additional Cardholders must notify us of any personal information changes, and you and Additional Cardholders consent to us disclosing any updated personal information to all other participants in the BPAY Scheme referred to in this sub-section, as necessary.

You and Additional Cardholders can request access to information held by us, BPAY Pty Ltd ABN 69 079 137 518 (of Level 4, 3 Rider Blvd, Rhodes NSW 2138. Phone: (02) 8252 0500) or its agent, Cardlink Services Limited ABN 60 003 311 644 (of Level 4, 3 Rider Blvd, Rhodes NSW 2138. Phone: (02) 9646 9222).

If personal information about you or an Additional Cardholder as detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process a requested BPAY payment on your Account.

16. General matters

Processing transactions and your Account balance

A transaction becomes part of the daily unpaid balance of your Account from its Transaction Date. Transactions may be processed on the day they are made or on a later Business Day. We may assign as their Transaction Date either the day on which they are made, or the day of processing. Interest charges, fees, charges and expenses

charged to your Account become part of your daily unpaid balance, on the day they are charged to your Account.

We may adjust the balance of your Account to rectify any processing error or because a payment to the Account has been dishonoured. We may also adjust the balance of your Account so as to accurately reflect when a transaction was made and the legal obligations between you and us.

Credit balance

If your Account has a credit balance (for example because you overpay an amount which is due to us or a refund is processed to your Account), we will not pay interest on that credit balance. We may pay the credit balance to you by sending you a cheque in the post, paying it into another account you hold with us or in some other way (unless it is unclaimed money) but will take reasonable steps to provide notice to you if we do so.

Codes of conduct

Where the ePayments Code and/or Banking Code of Practice apply, relevant provisions of those code(s) will apply to your Account and we will comply with them. We will provide you with a copy of the Banking Code of Practice on request, or you can access a copy from the Australian Banking Association's website **ausbanking.org.au**.

Assignment

Subject to applicable laws, we may sell, transfer or assign any of our rights or obligations relating to your Account to anyone without your consent. We will notify you of any sale, transfer, assignment or related arrangements if they have the effect of replacing us as the provider of credit to you, replacing us as the entity responsible for decisions about your Account, cause detriment whether financial or otherwise to you, or limit or reduce your rights under these conditions. Neither you nor any Additional Cardholder may sell, transfer or assign your or their rights and obligations relating to your Account without our consent.

Governing law and jurisdiction

These conditions are to be interpreted in accordance with Australian laws. You agree to use only Australian courts, tribunals or other dispute resolution bodies if there is a dispute relating to these conditions.

Severability

If any of these conditions are, for any reason, invalid, illegal or unenforceable, it is to be read down to the extent of the issue, and the remaining provisions will remain valid and enforceable.

Commission

We may pay commission to a third party in relation to your Account. If it is ascertainable, we state the commission amount payable in your Financial Table.

Additionally, we may pay commission to the providers of the third-party credit card comparison sites or email list providers' digital advertising platform, where the credit application was received through their site or platform for the introduction of your credit contract.

Waiver and exercise of rights

A single or partial exercise of a right by us does not preclude another exercise or attempted exercise of that right or the exercise of another right. Failure by us to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

Unacceptable Account conduct

We seek to protect our customers from harm arising from unlawful use of, or financial abuse conducted through, our products. We recognise financial abuse may happen to anyone and can

include forms of family and domestic violence or elder abuse.

We will investigate instances where we identify or are made aware that an Account is being used in a financially abusive manner, including coercive or controlling behaviour to limit a person's access to or use of funds.

We may reasonably exercise our rights in these terms and conditions to close, cancel or suspend use of a Card, access to Online Servicing or your Account, or not agree to a Credit Limit increase if we reasonably consider it appropriate to protect a customer or another person from financial abuse. You can find more information about family and domestic violence and how to get support if you need it at **mycard.com.au/help-and-support/support-services**.

17. Dictionary

Interpretation

Unless the context requires another meaning, a reference to a document (including these conditions) is a reference to that document as changed or replaced. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning.

Headings are for convenience only and do not affect interpretation.

Definitions

The definitions in relation to Instalment Plans are set out here and in section 5.

Account means your unsecured credit facility with us.

Additional Cardholder means another person who you have authorised to have a Card on your Account.

ADI means Authorised Deposit-taking Institution and has the same meaning as the term in the Banking Act 1959 (Cth).

Annual Percentage Rate (APR) means the Annual Percentage Rate or rates per annum used to calculate interest charges for your Account. Those rates appear on your statement and the initial rates were set out in the Financial Table.

Available Credit means the difference between the Credit Limit and the sum of the outstanding balance and any transactions and other amounts not yet charged to your Account.

Balance Transfer means an outstanding balance moved from an eligible credit card or other eligible credit account that is not another MyCard branded credit facility to your Account.

Balance Transfer Fee means the fee (if applicable) that applies to a Balance Transfer.

Balance Transfer Term means the period to which a promotional rate applies to a Balance Transfer offer.

Banking Code of Practice means the "Banking Code of Practice" or any superseding publication published by the Australian Banking Association Inc.

Biller means a merchant who accepts BPAY payments.

Business Day means a day unless that day is:

a) a Saturday or Sunday; or

b) a day gazetted as a public holiday throughout all of Australia. This will not include a day that is only a State, Territory or regional public holiday.

Card means any credit card issued by us for use on your Account, including a physical or digital Card.

Cardholder means you and any Additional Cardholder.

Card Balance means the Closing Balance less any Main Instalment Plan Balance(s), Instalment Fee, Initial Interest Charge and Monthly Instalment for that Statement Period, and Overdue Instalment Amounts.

Cash Advance means:

a) a transaction where cash or its equivalent is obtained. It includes the purchase of traveller's cheques, money order and wire transfers, as well as any gambling transaction or transaction to invest in shares or other financial products or related to cryptocurrency (if these are unable to be blocked by us);

b) any other amount that these terms and conditions or the terms of a Special Promotion say incurs interest, or interest is calculated, at the APR applicable to Cash Advances or is treated as a Cash Advance.

Chargeback means a transaction that is returned to a merchant to seek a refund after dispute by a Cardholder and, where relevant, the procedures for achieving this.

Closing Balance means the total amount outstanding on your Account at the end of the Statement Period.

Communications means statements, notices and other information we may give you.

Credit Limit means the maximum amount of credit we tell you in writing you can have on your Account.

Daily Calculation Method means calculating interest by multiplying the applicable daily percentage rate by the daily unpaid balance for each relevant amount for each day of the relevant period and then adding those amounts together. See section 5.

Daily Instalment Plan Rate means the Instalment Plan APR divided by 365. See section 5.

An Instalment Plan is cancelled or repaid in full **Early** if this happens in a Statement Period before the one in which the final Monthly Instalment amount would have been due. See section 5.

Extra Payment means an amount applied to an Instalment Plan during a Statement Period that reduces the Main Instalment Plan Balance. See section 5.

Financial Table means the Financial Table in the document that forms part of your credit card contract. The terms in it can be varied from time to time in accordance with these conditions.

Identifier means information including an Account number, Card number and Card expiry date, which is known to you or an Additional Cardholder and which need not be kept secret.

Initial Interest Charge means the interest charged on the Instalment Plan in the Statement Period when the Instalment Plan is set up, as described in section 5.

Instalment Fee means the fee that may apply for setting up an Instalment Plan. See section 5.

Instalment Plan means a plan under which a particular balance is scheduled to be paid off in a specified number of instalments. See section 5.

Interest Free Days Payment means the amount that you need to pay to keep or start a new interest free days period for the Retail Purchase Balance if you have an Instalment Plan or Balance Transfer and your Account is eligible for an interest free period.

Legitimate Interests means:

a) our legitimate funding, business, risk management, prudential or security requirements; or

b) any other requirements that are reasonably necessary to protect us against a material risk that a monetary default will occur.

Main Instalment Plan Balance means the remaining principal balance of the Instalment Plan on any day that is not included in a Monthly Instalment that is due or any Overdue Instalment Amount. See section 5.

Minimum Payment Due means the payment described as that in your statement. The Financial Table explains how it is calculated.

Mistaken Internet Payment means a payment made by a Cardholder through pay anyone functionality where funds are paid into the

account of an unintended recipient because the Cardholder entered or selected a BSB number and/or account number, or PayID (if available) that belonged to the wrong person because of:

- the Cardholder's error; or
- the Cardholder being advised of the wrong details.

See section 13A.

Monthly Average Balance means the average balance of the Main Instalment Plan Balance during a Statement Period. See section 5.

Monthly Instalment means the monthly repayment instalment under an Instalment Plan. See section 5.

Monthly Instalment Plan Rate means the Instalment Plan APR divided by 12. See section 5.

NAB/our/us/we/The MyCard Team means National Australia Bank Limited (ABN 12 004 044 937, AFSL and Australian Credit Licence 230686).

Network means the organisations, institutions and schemes through which transactions may be performed on your Account.

Nominated Account means an eligible non-MyCard branded credit facility from which you've requested a Balance Transfer. See section 5.

Notifiable Event means where a Card or Security Code is lost, stolen or disclosed to someone else, or where a Card, Identifier or Security Code has been used to effect an Unauthorised Transaction or has otherwise been misused.

Online Servicing means the online services that permit Cardholders to access certain Account services via the internet, through our mobile application or other digital channels that we tell Cardholders can be used to access your Account.

Overdue Amount means any Minimum Payment Due amount that was not paid by the Payment Due Date and remains unpaid.

Overdue Instalment Amount means any unpaid overdue Monthly Instalments, Initial Interest Charge and Instalment Fee and related interest. See section 5.

Overlimit Amount means the amount by which your Account balance exceeds your Credit Limit. Overlimit Amounts are due and payable immediately from the date you exceeded the Credit Limit.

Payment Due Date means the date specified in your statement as the date by which payment of the Minimum Payment Due must be made.

Payment Facility means Cards, Online Servicing, Recurring Card Instructions and BPAY.

PIN means the personal identification number we allocated to a Card or selected by a Cardholder.

Receiving ADI means the ADI whose customer received an internet payment. See section 13A.

Recurring Card Instruction means an instruction from a Cardholder to a merchant to charge amounts to the Card (using the Card number) on an ongoing basis. See section 2.

Retail Purchase means any:

a) purchase of goods or services that is not a Cash Advance;

b) other amount that these terms and conditions or the terms of a Special Promotion say incurs interest, or interest is calculated, at the APR applicable to Retail Purchases, is treated as a Retail Purchase transaction type or part of the Retail Purchase Balance, excluding Overdue Instalment Amounts.

Retail Purchase Balance means the outstanding balance of all Retail Purchases.

Security Code means a Cardholder's PIN, online password, or any other password or information used to access or transact on the Account and which is known to the Cardholder and is intended to be known only to the Cardholder and which we require the Cardholder to keep secret.

Sending ADI means the ADI whose customer has made an internet payment. See section 13A.

Special Promotion means any promotional offer we make available to you, that is not an Instalment Plan or Balance Transfer.

Statement Period means the set period of time we use to record activity on your Account ending on the same day each month even if it is a non-Business Day.

Total Cash Limit means the total amount of Cash Advances that can be made on your Account at any time (as a percentage of your Credit Limit). This is generally the same as your Credit Limit unless we notify you otherwise. See section 2.

Total Minimum Payment Due has the meaning set out in the Financial Table.

Transaction Date means the date we assign to a transaction on your Account, which could be the day a transaction is made or the day it is processed. See section 16.

Unauthorised Transaction means a transaction, made without a Cardholder's knowledge, consent or authorisation.

you/your means the person(s) in whose name the Account is opened.

Part B: Credit Guide

This Part applies if your Account is regulated by consumer credit legislation.

This Credit Guide and other disclosure documents that we may give you, are important documents. These documents are all written in English. You need to ensure that you read and understand these documents before you make a decision to obtain credit. If you are unable to read English you should get help from an independent translator to interpret this material.

What is a Credit Guide?

This Credit Guide is designed to assist you in understanding the credit services offered by National Australia Bank Limited ABN 12 004 044 937 Australian Credit Licence No. 230686 ("the Credit Provider"). The Credit Provider holds an Australian Credit Licence (ACL) issued by the Australian Securities and Investments Commission (ASIC). This Credit Guide outlines the types of credit services and credit contracts that the Credit Provider provides, gives information on the Credit Provider's obligations to you with respect to providing those services, and if necessary, how to make a complaint.

How can you contact us?

You can contact the Credit Provider by:

- Logging in and chatting with us;
- Calling 13 24 84 (within Australia)
  or +61 2 8225 0615 (from overseas)
- Writing to:
  MyCard
  GPO Box 9992
  Melbourne VIC 3001

How do we engage in credit activities and provide credit services?

The Credit Provider engages in credit activities by entering into credit contracts with you. These contracts include:

- Credit cards
- Revolving lines of credit or personal loans
- Home loans
- Temporary or ongoing credit limit increases

The Credit Provider provides credit services to you by:

- suggesting to you or assisting you with applying for new credit products;
- for credit products, excluding credit cards, suggesting you to or assisting you to increase limits on your credit products;
- for credit cards, at your request we will assist you to increase limits on your credit card; or
- suggesting to you that you remain in a credit product.

The Credit Provider also engages third parties to provide credit services to you.

How will we provide credit contracts to meet your needs and circumstances?

Before entering into a credit contract with you for new or increased credit, the Credit Provider will perform a credit assessment. This assessment will involve making enquiries as to your financial circumstances, an assessment of your requirements and objectives, and performing certain verifications of the financial information.

The purpose of the assessment is to check, based on the information supplied, that you will be able to comply with the credit contract or credit limit increase agreement and that complying will not create a situation of substantial hardship for you, and to ensure that the contract meets your needs and objectives. This is a legal obligation of the Credit Provider. If it is likely that you will only be able to meet your repayment obligations by selling your principal place of residence, it must generally be presumed that you would only be able to comply with your obligations with substantial hardship, and such a credit contract or credit limit increase agreement will not be entered into.

It is important that you provide complete and accurate information about your current financial situation, and also about any likely future changes that may impact your ability to repay the loan without facing financial hardship.

Obtaining a copy of the credit assessment

Before entering into the credit contract or credit limit increase agreement, you may request a written copy of the credit assessment, in which case the assessment must be supplied before the contract is entered into.

You may also request a copy of the credit assessment at any time during the 7 years after the day the credit contract is entered into or the limit increased. In this case, if the request is made within the first 2 years, then the assessment must be supplied to you within 7 business days. If the request is made beyond the first 2 years, then the assessment must be supplied to you within 21 business days. There is no charge for the supply of the credit assessment.

Note: We are not required to provide you a copy of the assessment if the credit application or increase has been declined or if the credit contract your request relates to was entered into or credit limit increase occurred before 1 January 2011.

What should you do if you have a complaint?

If you have a complaint about the service provided to you, you can lodge your complaint in one of the following ways:

- Log in and chat with us.
- By telephone
  Call 1300 308 935 (toll free within Australia) or +61 2 8225 0615 (from overseas) between 8am-6pm Monday to Friday (AEST).

- By email
  customerresolutions@mycard.com.au.
- In writing
  Mail your written complaint to:
  MyCard – Customer Resolutions
  Reply Paid 2870
  Melbourne VIC 8060.
- By filling out our feedback form at
  mycard.com.au.

Once you have contacted us, we will begin the process of investigating and resolving your complaint. We will try to resolve your complaint quickly and fairly, however some complaints do take more time than others.

If we anticipate that your complaint will take longer than 21 days to resolve, we will contact you within this time to provide you with an update on our progress. If we are unable to resolve your complaint within 30 days (or within 21 days if it involves a hardship notice, default notice or request to postpone enforcement), we will:

a) tell you the reasons for the delay;

b) tell you the date by which you can reasonably expect to hear the outcome of our investigation;

c) give you monthly updates on the progress;

d) tell you about your right to complain to the Australian Financial Complaints Authority (AFCA) if you are dissatisfied; and

e) provide you with contact details for AFCA (also set out below).

For complaints involving hardship notice, default notice or request to postpone enforcement, exceptions apply to the 21 day timeframe if we do not have sufficient information to make a decision or we reach an agreement with you. If we require further information from you, then we will request it within 21 days of receiving the complaint.

We also have a Customer Advocate whose role is to promote fair customer outcomes, advise and guide our complaints teams on how best to resolve a complaint, and recommend changes to our policies, procedures and processes.

2. Alternate dispute resolution paths

If, despite our best efforts, you feel the dispute resolution process was not fair, or you remain unhappy with the outcome, you can refer your complaint to:

- The Australian Financial Complaints Authority (AFCA).

  AFCA offers an independent alternative dispute resolution service to customers who have been through the bank's internal complaint process.

  How to contact AFCA

  Post: GPO Box 3, Melbourne VIC 3001
  Phone: 1800 931 678 (free call)
  Email: **info@afca.org.au**
  Website: **afca.org.au**

- The Australian Securities and Investments Commission (ASIC) also has a free information line on 1300 300 630 that can be used to get more information on your rights, and how to make a complaint.

Part C: Information Statement

This Part applies if your Account is regulated by consumer credit legislation.

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, the AFCA 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 pre-contractual statement, and this document, must be given to you before your contract is entered into.

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

   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 one 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 payout figure?**

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

   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 by your credit provider.

- 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 the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted at 1800 931 678 (free call), **info@afca.org.au**, **afca.org.au** and by writing to GPO Box 3, Melbourne VIC 3001.

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

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at **asic.gov.au**.

Insurance

10. Do I have to take out insurance?

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

11. Will I get details of my insurance cover?

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

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

You can always ask the insurer for details of your insurance contract. If you ask in writing your insurer must give you a statement containing all the provisions of the contract.

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

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

13. In that case, what happens to the premiums?

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

General

14. What do I do if I cannot 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;
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

15. 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 AFCA scheme. Further details about this scheme are set out below in question 17.

16. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

17. 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 THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT 1800 931 678 (FREE CALL), INFO@AFCA.ORG.AU, AFCA.ORG.AU AND BY WRITING TO GPO BOX 3, MELBOURNE VIC 3001.

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

Contact us

Report lost or stolen Cards, devices or Security Codes 24 hours a day by calling us.

For more information:
Visit us at **mycard.com.au**

If you are calling within Australia

13 24 84

If you are calling outside Australia

+61 2 8225 0615

Log in and chat with us

Write to us at:
MyCard
GPO Box 9992, Melbourne VIC 3001

For accessibility support information, visit:
mycard.com.au/help-and-support/support-services

MyCard branded credit products are issued by National Australia Bank Limited (ABN 12 004 044937, AFSL and Australian Credit Licence 230686) ("NAB"). Our/us/we/The MyCard Team means NAB.

MYC18014_(0925)