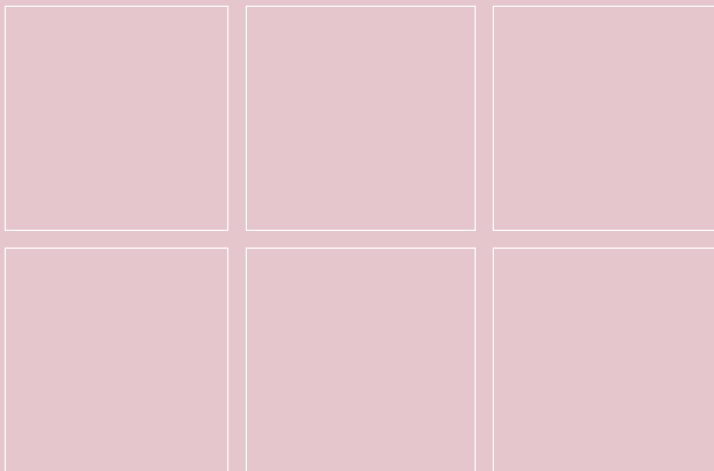




Bendigo Business Credit Card

Terms and Conditions

14 May 2012



Bendigo and Adelaide Bank Limited

The Bendigo Centre

Bendigo VIC 3550

Telephone (03) 5485 7911

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237879

Bendigo Business Credit Card Standard Terms and Conditions

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Some of the words used in these Conditions of Use have special meanings. When a word with a special meaning is used, it is printed in italics (*like this*). These special meanings are set out in condition 32 of these Conditions of Use.

You should read these Conditions of Use, the *Bendigo Business Credit Card Schedule*, the *Electronic Banking Conditions of Use (Business)* and the Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates carefully before using *your* Bendigo Business Credit Card. You should also keep the documents for *your* future reference.

The *Electronic Banking Conditions of Use (Business)* in conjunction with the Bendigo Business Credit Card Terms and Conditions apply for any transactions that are generated using a Personal Identification Number (PIN).

1 What you owe us

1.1 We can debit to *your card account* amounts for:

- purchases (the price of goods and services obtained from a merchant by mail, electronic and telephone orders) charged to *your card account* (this includes direct debits where you provide the merchant with *your* card number);
- *cash advances* charged to *your card account* (this includes direct debits where you provide the merchant with the BSB and *account* number of *your card account*);
- interest charges (see condition 11);
- fees and charges (see condition 12); and
- enforcement expenses (see condition 16.3 and 16.4).

1.2 Once we debit an amount to *your card account*, you owe us that amount.

2 Your Bendigo Business Credit Card

2.1 You must be 18 years of age or more to apply for a Bendigo Business Credit Card.

- 2.2 The issue and use of a Bendigo Business Credit Card is at all times at *our* discretion. The Bendigo Business Credit Card will always remain *our* property and must be returned to *us* on demand.
- 2.3 We may issue replacement Bendigo Business Credit Cards at any time. If we issue a replacement Bendigo Business Credit Card to *you* or an *additional cardholder*, *you* or the *additional cardholder* must not use the Bendigo Business Credit Card it replaces and *you* remain liable for any use of the replaced card.
- 2.4 Before the expiry date of *your* Bendigo Business Credit Card, we will automatically issue a renewal Bendigo Business Credit Card unless *you* request *us* in writing not to do so.
- 2.5 *Your* Bendigo Business Credit Card is only valid for the period shown on it.
- 2.6 *You* must ensure that *you*:
- Sign *your* Bendigo Business Credit Card as soon as *you* receive it (unless *you* are a company who has requested that the card be issued to a nominated individual under condition 28.1 or condition 28.2) and ensure that any *additional cardholder* also immediately signs his or her Bendigo Business Credit Card.
 - Keep *your* card and PIN secure. *Your* PIN is *your* electronic signature. Do not tell anyone *your* PIN, not even *your* family members.
 - Check regularly that *you* have *your* card in *your* possession.
 - Take steps to ensure that no one else has access to the PIN notification *you* receive through the mail. We recommend that *you* destroy the PIN notification once *you* have memorised it.

- If *you* cannot remember *your* PIN without assistance do not record *your* PIN on *your* card and do not store or carry any record of *your* PIN in an undisguised form with the card (merely placing a couple of digits at the beginning or end of *your* PIN disguising it as a telephone number, postcode or birth date is not sufficient).
- Do not let anyone use *your* card. *You* may be legally liable if someone else uses *your* card and PIN with or without *your* permission.
- Register for MasterCard SecureCode if you wish to make purchases at participating online merchants.
- Keep *your* online authentication password secure.
- Destroy expired cards.
- Collect *your* card from the ATM after completing a transaction.
- *You* must also ensure that any *additional cardholders* does each of these things.

2.7 *You* can normally use a Bendigo Business Credit Card to carry out transactions in Australia and overseas where the MasterCard logo is displayed.

However, the fact that the MasterCard logo is displayed at the premises does not mean that we guarantee that all goods and services available there may be obtained by using a Bendigo Business Credit Card. We are not responsible if a merchant or financial institution refuses to accept a Bendigo Business Credit Card, does not allow cash withdrawals or places other limitations on using a Bendigo Business Credit Card.

2.8 We may refuse to approve a proposed transaction if:

- the transaction would take *your account balance* over the *credit limit*;

- the Bendigo Business Credit Card has been reported lost or stolen; or
 - we have other good reason to do so.
- 2.9 You or any *additional cardholder* may be required to produce suitable identification when using a Bendigo Business Credit Card.
- 2.10 We are not responsible for the following, unless the law says we are:
- a) *any goods or services which you have obtained from a merchant using your Bendigo Business Credit Card; and*
 - b) *any refund by a merchant.*

If *you* have any complaints about goods or services, *you* must raise them directly with the merchant.

3 Personal details

- 3.1 You must choose a password for *your* Bendigo Business Credit Card. We may ask *you* for this password at any time as further proof of *your* identity.
- 3.2 You must notify *us* immediately if *you* change *your* name or address. This will ensure *our* records are up to date in the event that we mail *your* reissued Bendigo Business Credit Card directly to *you*.

4 Lost stolen cards

- 4.1 You must notify *us* immediately if *your* Bendigo Business Credit Card is lost or stolen or *you* suspect that *your* Bendigo Business Credit Card has been used without *your* permission. You must give *us* all relevant information *you* may have. You must confirm in writing any notice *you* give *us* by telephone.
- 4.2 You may notify *us* in Australia by telephoning *our* 24 hour hotline on 1800 035 383 or by informing any of *our* branches. If *you* are overseas, please telephone the 24 hour reverse charges number, +1 636 722 7111 or call at any bank displaying the MasterCard logo.

5 Your liability

5.1 You are not liable for any transactions performed without your permission unless you have contributed to the losses by:

- letting someone else use *your* Bendigo Business Credit Card; or
- unreasonably delaying in notifying *us* of the loss, theft or unauthorised use of *your* Bendigo Business Credit Card.

If *you* did either of these things, we may hold *you* liable for all transactions carried out using *your* Bendigo Business Credit Card up to the time *you* notify *us* of the loss, theft or unauthorised use of *your* Bendigo Business Credit Card.

6 Disputed transactions

6.1 A disputed transaction may include:

- a) An unauthorised transaction – a transaction which *you* believe was not authorised by use of the card or *account* by a cardholder. This includes any unauthorised telephone, Internet or mail orders or any other unauthorised transactions on *your account*.
- b) General dispute – a transaction which *you* wish to dispute. This may include a transaction which has been processed to *your account* more than once, or a transaction which was authorised by the use of *your* card or *account* which *you* wish to dispute.
- c) Despite notifying *us* of a disputed transaction, pending resolution of the dispute, *you* remain liable for any *cash advance* or purchase made by a cardholder or any *person* authorised by a cardholder.
- d) If a dispute is withdrawn or resolved in favour of the merchant a voucher retrieval fee may apply.

- 6.2 If we need to order a copy of a voucher in order to investigate a disputed transaction, a fee will apply for any voucher subsequently identified as valid.
- 6.3 Whilst we investigate *your* dispute, *you* should continue to pay *your* minimal payment in order to avoid any late fees or arrears.
- 6.4 Where a dispute is resolved in *your* favour, we will make the necessary adjustments to any interest and fees charged as a result of *your* dispute.

7 Timeframes

7.1 Chargeback rights

MasterCard has a dispute resolution process that is contained in the operating rules of the credit card scheme. This process sets out specific circumstances and timeframes in which a member of the scheme (e.g. a bank) can claim a refund in connection with a disputed transaction on a cardholder's behalf. This is referred to as a 'chargeback right'.

Our ability to investigate any disputed transaction on *your account*, and subsequently process a chargeback is restricted by the time limits imposed under the operating rules of MasterCard.

The timeframes for *us* to process a chargeback (where a chargeback right exists) vary between 45 days and 120 days, depending on the type of disputed transaction.

We will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with MasterCard's rules.

7.2 Timeframes for notifying *us*

Our ability to dispute a transaction on *your* behalf (where a chargeback right exists) may be lost if *you* do not notify *us* within the required timeframes.

For this reason, it is in *your* interest to report any disputed transaction to *us* immediately and certainly no later than the due date shown on the statement of *account*.

Where it can be shown that *you* have unreasonably delayed notifying *us*, *you* may be liable for the loss on any disputed transaction.

7.3 Electronic transactions

If the Electronic Funds Transfer (EFT) Code is applicable to a disputed transaction, the timeframes as specified in condition 7.1 may not apply in certain circumstances.

The procedures for resolving disputed electronic transactions are set out in the *Electronic Banking Conditions of Use (Business)*.

8 Foreign currency transactions

8.1 Transactions in foreign currency amounts charged to *your card account* incur a 2% fee. They are then converted either (depending on the foreign currency being converted):

- into Australian dollars at the appropriate *MasterCard International exchange rate*, or
- into United States dollars and then into Australian dollars at the appropriate *MasterCard International exchange rate*.

8.2 The Australian dollar amount is then debited or credited to *your card account*.

8.3 When *you* use *your* Bendigo Business Credit Card outside Australia *you* are bound by any exchange control requirements of the Reserve Bank of Australia.

9 Cash advances

9.1 The maximum amount of any *cash advance* *you* can get from *us* will depend on the amount of available credit and the means *you* use to obtain the *cash advance*.

- 9.2 The minimum and maximum amount of any *cash advance* you can get from any financial institution other than *us* will depend on the requirements of that financial institution.
- 9.3 If *you* provide a merchant with the BSB and *account* number of *your card account* to establish a direct debit, it will be treated as a *cash advance* and interest will be calculated and charged and payments will be credited towards the amount accordingly.

10 Credit limit

- 10.1 *You* must keep *your account balance* within *your credit limit*.
- 10.2 If the debit balance of *your card account* exceeds *your credit limit*, *you* must immediately pay *us* the amount by which it exceeds *your credit limit*. We need not ask *you* for it first. This payment obligation is in addition to *your* normal repayment obligation (see condition 13.2).
- 10.3 We may reduce or cancel *your credit limit* as we choose. If we do so and *you* are not in default under this *contract*, we will tell *you* in writing.
- 10.4 We may allow a temporary *credit limit* increase for a nominated period. If we do this, then at the end of that period:
- *your credit limit* reduces to that which applied before the temporary *credit limit* increase; and
 - *you* must immediately pay *us* any amount by which the debit balance of *your card account* exceeds *your credit limit* that applied before the temporary *credit limit* increase. This payment obligation is in addition to *your* normal repayment obligation (see condition 13.2).
- 10.5 *Your credit limit* does not change merely because we debit an amount to *your card account* which takes *your account balance* over *your credit limit*.

11 Interest charges

- 11.1 The daily percentage rate is the *annual percentage rate* for a day divided by 365, except in a leap year when it is the *annual percentage rate* divided by 366. We publish *our* reference rates in a major newspaper on the last day of publication each month. *You* can find out what the current *annual percentage rate* under this *contract* is by asking any of *our* officers at any of *our* branches or by telephoning Customer Contact and Care on **1300 BENDIGO** (1300 236 344).

How we calculate interest on cash advances

- 11.2 We calculate interest charges on *cash advances* by applying the daily percentage rate to the amount of the *cash advance* that is unpaid at the end of each day from the date the *cash advance* is debited to *your card account* until the date it is paid in full.

How we calculate interest on purchases

- 11.3 For Bendigo Business Credit Cards with a no interest free period:

If *your Bendigo Business Credit Card Schedule* indicates that *you* have a no interest free period on *your credit card facility* we calculate interest charges on purchases charged to *your card account* by applying the daily percentage rate to the amount of the *account balance* that is unpaid at the end of each day from the date the purchase amount is debited to *your card account* until it is paid in full.

- 11.4 For Bendigo Business Credit Cards with an interest free period:

If *your Bendigo Business Credit Card Schedule* indicates that *you* have an interest free period on *your credit card facility* we do not charge interest on purchases shown on a statement of *account* if *you* pay them in full by the due date shown on that statement of *account*.

In order to do this, with *our* application of payments (see condition 13.3), *you* must pay by that due date the closing balance shown on that statement of *account*. If any purchases shown on a statement of *account* remain unpaid or partly unpaid at the due date shown on that statement of *account* we calculate interest charges on those purchases as follows:

- a) on that due date we calculate an initial interest charge by multiplying the amount of those purchases that is unpaid as at the end of that due date by the daily percentage rate and the number of days from the statement date shown on that statement of *account* to that due date; and
- b) from the day after that due date, we calculate interest charges by applying the daily percentage rate to the amount of those purchases unpaid at the end of each day.

11.5 We debit interest charges to *your card account* monthly (not always on the same day of each month) on the statement date shown on each statement of *account*. We can also debit interest charges which have been accrued but not yet been debited when *you* or we cancel the *credit card facility*. The amount we debit is the sum of interest charges calculated under conditions 11.2 and 11.3 during each period commencing on the day after the last day of the immediately prior period (or in the case of the first debit, the day the *card account* was established on *our* system) and ending on the statement date shown on the statement of *account*.

11.6 For the purposes of payments under the *contract*, a day ends at 5pm Victorian time.

11.7 If, at the end of any day, *you* have a credit balance on *your card account*, we do not calculate interest charges for that day. We will pay *you* interest on any credit balance of *your card account*. We calculate that interest on a daily basis by applying the rate we determine from time to time to the credit balance of *your card account* at the end of each day.

12 Fees and charges

12.1 You must pay to us the following fees and charges under this *contract* (which are authorised by this *contract*):

- *Government transaction charges*; and
- the *credit fees and charges* set out in your *Bendigo Business Credit Card Schedule*; and
- any of *our* standard fees and charges that apply from time to time (apart from *credit fees and charges* and *Government transaction charges*). The Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates details *our* standard fees and charges. The Schedule of Fees, Charges and Transaction Account Rebates is available on request from any branch of Bendigo Bank or online at www.bendigobank.com.au

12.2 We can debit these fees and charges to *your card account* and they are payable after that date as part of *your account balance*.

12.3 We can change the amount or the frequency of payment of any *credit fee or charge* or any of *our* other standard fees or charges at any time without *your* consent. We can change this *contract* to impose a new credit fee or charge at any time without *your* consent (see condition 26). *Our* standard fees and charges that apply from time to time can change without *your* consent.

13 Payments

13.1 We do not treat a payment as made until we credit it to *your card account*.

13.2 You must pay the amount shown as the minimum repayment due on each statement of *account* by the due date shown on that statement of *account* (if your payment falls on a non-business day, the payment must be made prior to this date). The minimum payment due will only be calculated when *your card account* has a debit balance. It is:

- 3% of the closing balance shown on the statement of *account* rounded up to the nearest dollar; or
- \$10;

whichever is the greater.

However, if the closing balance on the statement of *account* is less than \$10 *you* must pay it in full.

13.3 We may apply any payment or other credit we receive to any amount *you* owe under this *contract* in any order we choose. We apply payments in the following order:

- a) any *system generated fees and charges*;
- b) interest charges debited to *your card account*;
- c) *cash advances* and any *manually generated fees and charges* shown on any statement of *account* in the order in which they were debited to *your card account*;
- d) *cash advances* and any *manually generated fees and charges* which have been debited to *your card account* but have not been shown on any statement of *account* in the order in which they were debited;
- e) purchases which have been debited to *your card account* in the order in which they were debited.

14 Statements of account

14.1 We send *you* statements of *account* monthly (not always on the same day of each month). The period covered by a statement of *account* is known as the “statement period”. However, we need not send a statement of *account* if:

- no amount was credited or debited to *your card account* during the statement period and the debit balance on *your card account* is less than \$10;

- we wrote off *your* debt during the statement period and no further amount has been debited or credited to *your card account* during the statement period; or
- *you* have been in default under this *contract* for at least 3 months and we cancelled *your credit card facility* before the statement period started and have not provided further credit to *you* during the statement period.

14.2 Statements of *account* show all amounts credited or debited to *your card account* during the statement period.

14.3 All amounts shown on statements of *account* are expressed in Australian dollars.

14.4 *You* should check the entries on each statement of *account* carefully and promptly report any error or unauthorised transaction to *us* before the due date shown on that statement of *account*.

15 Cancellation or suspension of credit card facility

15.1 *You* can cancel *your Credit card facility* at any time by:

- telling *us* in writing that *you* want to; and
- returning *your* Bendigo Credit Card and all additional Bendigo Credit Cards issued on *your card account*; and
- paying any debit balance of *your card account* (plus any amounts accrued or charged but not yet debited to *your card account*).

15.2 If *your Credit card facility* has periodical payments or direct debits initiated by third parties, *you* must cancel these at least 60 days before *you* seek to cancel *your Credit card facility* under clause 15.1.

15.3 We can cancel or suspend *your Credit card facility* at any time and refuse to provide any further credit to *you* under this *contract*, whether or not *you* are in default under this *contract*. Without limiting the circumstances in which we may cancel or suspend *your Credit card facility*, we may cancel or suspend *your Credit card facility* if:

- (a) we believe *your Credit card facility* is being used, or will be used, in a way that will cause loss to *you* or *us*;
- (b) we reasonably believe that *you* induced *us* to provide the *Credit card facility* by fraud; or
- (c) *you* or an *additional cardholder* breach any of these terms and conditions.

If we cancel *your Credit card facility*, *you* must return *your Bendigo Credit Card* and all additional Bendigo Credit Cards issued on *your card account* to *us* immediately.

15.4 If *your Credit card facility* is cancelled or suspended under 15.1 or 15.3:

- *you* must not attempt to access or draw down credit from *your card account*;
- if amounts (*including* any periodical payments or direct debits) are charged to *your card account* after *your Credit card facility* has been cancelled or suspended, we can refuse to pay the amounts or we can pay them and recover them from *you*. In either case we can tell any merchant that *your Credit card facility* has been cancelled or suspended.

15.5 If we cancel *your credit card facility* when *you* are not in default under this *contract* we will tell *you* in writing.

16 Default

16.1 *You* are in default if:

- *you* do not pay on or before the due date for payment any amount payable under this *contract*; or
- *you* are in breach of any other provision of this *contract*; or

- *you or another person gives us incorrect or misleading information in connection with this contract such as information given in an application form; or*
- *we reasonably believe you or another person has acted fraudulently in connection with this contract; or*
- *you become insolvent or steps are taken to make you so; or*
- *you are in default under any other credit contract you have entered into with us or any Security you have given to us.*

16.2 If you are in default, then subject to any law (including requirements as to notice) if it is in debit the *account balance* automatically becomes due and payable. We can also cancel *your credit card facility*.

16.3 Enforcement expenses may become payable under this *contract* in the event of a breach.

16.4 You must pay us all reasonable enforcement expenses we reasonably incur arising from any default under this *contract*. Enforcement expenses include but are not limited to those reasonably incurred by the use of *our* staff and facilities. We can debit these amounts to *your card account*.

16.5 You should inform us promptly if you are in financial difficulty.

17 Account combination

We may at any time combine the balances of two or more of *your accounts* even if the *accounts* are at different branches or in joint names. For example, we may do this if you exceed the *credit limit* applicable to *your card account* and the other *account* is in credit. In this situation the credit in one *account* would be used to reduce the debit balance in the other *account*. We will promptly inform you if we combine *your accounts*. We need not notify you in advance.

18 Additional cardholders

- 18.1 A person that is authorised to access and operate *your account* with a *card* is called an *additional cardholder*.
- 18.2 You may apply to have another person who is at least 16 years old authorised to access and operate *your account* with a Bendigo Business Credit Card. If we do agree to *your* request, we may impose conditions.
- 18.3 If we accept *your* application:
- we will issue to that *person* a Bendigo Business Credit Card linked to *your account* (*additional card*);
 - *you* authorise *us* to debit *your* account with all transactions made using the *additional card* and *you* will be responsible and liable for these transactions as if *you* had made them *yourself*; and
 - this *contract* applies to the *additional card* in the same way that it applies to *your* Bendigo Business Credit Card. *You* should ensure that any *additional cardholder* has read this *contract* and complies with it. If the *additional cardholder* does not comply with this *contract*, *you* will be in default.
- 18.4 *You* consent to *us* giving a person with an *additional card* information about *your account*.
- 18.5 *You* can arrange to have this authority cancelled or stopped at any time. If *you* want to stop or cancel the authority of an *additional cardholder* to access and operate *your account*, *you* must notify *us* in writing and return to *us* any Bendigo Business Credit Cards (cut in half for *your* protection) that we have issued to that *person*.
- 18.6 If *you* request that the authority of an *additional cardholder* be revoked, *you* are responsible for transactions generated by the use of any *additional cards* issued to the *additional cardholder* until the

additional cards are returned to *us* or *you* notify *us* in writing that *you* have taken all reasonable steps to return the cards. This *includes* transactions which are processed to *your account* after the *additional cards* are returned to *us* or *you* notify *us* in writing that *you* have taken all reasonable steps to return the cards.

18.7 An *additional cardholder* is able to operate *your account* in every way that *you* are able to. For example, the *additional cardholder* may:

- make purchases and obtain *cash advances*;
- access any financial information about *your account* (including the balance of *your account*, the amount of available credit, payments (if any) due on *your account*, copies of statements of *account*, and information relating to transactions made by *you*, the *additional cardholder* or other *additional cardholders*);
- make payments on *your account*; and
- Initiate direct debits and periodical payments.

19 Security

Your credit card facility may be covered by a security *you* or someone else has given to *us* as security for *your debts* to *us*.

20 Inconsistency and Codes of Practice

20.1 The *Bendigo Business Credit Card Schedule*, the *Bendigo Business Credit Card Conditions of Use*, the *Electronic Banking Conditions of Use (Business)* and *Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates* set out the entire agreement between *you* and *us*. They override any verbal representations made by *us* before *you* entered into the *contract*.

20.2 Subject to condition 13, if there is any conflict or inconsistency between:

- the *Bendigo Business Credit Card Schedule*;

- the *Bendigo Business Credit Card Conditions of Use*; and
- the *Electronic Banking Conditions of Use (Business)*,

those documents will prevail in that order to the extent of the inconsistency.

20.3 To the extent allowed by law this *contract* prevails to the extent it is inconsistent with any law.

20.4 The Code of Banking Practice applies to the *credit card facility*.

20.5 The Code of Banking Practice requires *us* to draw *your* attention to the availability of general descriptive information concerning *our* banking services and cheques. This includes information about:

- account opening procedures;
- *our* obligations regarding the confidentiality of *your* information;
- complaint handling procedures;
- bank cheques;
- the advisability of *you* informing *us* promptly when *you* are in financial difficulty; and
- the advisability of *you* reading the terms and conditions applying to this banking service.

Some of that information is contained in this document. The information is set out in full in the Business Accounts and Facilities Terms and Conditions. A copy of the Business Accounts and Facilities Terms and Conditions can be obtained by contacting any of *our* branches, by telephoning Customer Contact and Care on **1300 BENDIGO** (1300 236 344) or by visiting *our* website at www.bendigobank.com.au

21 How we may exercise our rights

- 21.1 We may exercise a right or remedy or give or refuse *our* consent in any way we consider appropriate, including by imposing conditions.
- 21.2 If we do not exercise a right or remedy fully or at a given time, we reserve the right to exercise it at a later date.
- 21.3 *Our* rights and remedies under this *contract* are in addition to other rights and remedies provided by law independently of it.
- 21.4 *Our* rights and remedies under this *contract* may be exercised by any of *our* employees or any other *person* we authorise.
- 21.5 We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy.

22 Our certificates

We may give *you* a certificate about a matter or about an amount payable in connection with this *contract*. The certificate is sufficient evidence of the matter or amount unless it is proved to be incorrect.

23 Assignment

- 23.1 We may assign *our* rights under this *contract*. *You* agree that we may disclose any information or documents we consider desirable to help *us* exercise this right. *You* also agree that we may disclose information or documents at any time to a *person* to whom we assign *our* rights under this *contract*.
- 23.2 *Your* rights are personal to *you* and may not be assigned without *our* written consent.

24 Blanks

You agree that we may fill in any blanks in any related document to this *contract* (such as an acknowledgement).

25 Notices, other communications and serving documents

- 25.1 Communications from *us* may be signed by any of *our* employees. If *you* are a company, communications from *you* must be signed by a director.
- 25.2 Communications for *us* may be:
- a) given personally to one of *our* employees at:
 - (i) any of *our* branches; or
 - (ii) *our* registered office; or
 - b) sent by prepaid post or electronically (*such as* by facsimile) to any of those places; or
 - c) given by any other means permitted by law.
- 25.3 Communications for *you* may be:
- a) given to *you* personally or left at:
 - (i) (if *you* are an individual) *your* residential or business address last known to *us*; or
 - (ii) (if *you* are a body corporate) *your* registered office by leaving it with one of *your* officers; or
 - (iii) any address specified by *you*; or
 - b) sent by prepaid post or electronically (*such as* by facsimile) to any of these places; or
 - c) given by any other means permitted by law.
- 25.4 Communications given by newspaper advertisement are taken to be received on the date they are first published.
- 25.5 We may serve any document in a court action (including a writ of summons, other originating process or third or other party notice) on *you* by delivering it to *your* address in the *Bendigo Business Credit Card Schedule* (or any changed address notified to *us*) or by leaving it there. This does not prevent any other method of service.

26 Changes

- 26.1 Subject to conditions 26.2 and 26.3 we can change this *contract* (such as by varying an existing provision or adding a new provision) without *your* consent.
- 26.2 If any law regulates the change to which reference is made in condition 26.1, we may only change to the extent permitted by, and subject to, the requirements of that law.
- 26.3 When we change this *contract* in one of the following ways we will provide written notice of the change to *you* at least 30 days before the change takes effect:
- introduce a fee or charge (other than a government charge referred to in condition 12.3);
 - vary the method by which interest is calculated;
 - vary the frequency with which interest is debited or credited.
- 26.4 We will notify *you* of the introduction or variation of a government charge payable directly or indirectly by *you* either by notice in writing to *you*, or by newspaper advertisement, or both, unless the introduction or variation is publicised by a government, government agency or representative body.
- 26.5 We will notify *you* of other changes to this *contract* (including a variation of standard fees and charges or of an interest rate) either by notice in writing to *you*, or by newspaper advertisement, or both, no later than the day on which the change takes effect.

27 Waiver

We may choose at any time to waive any of *our* rights under the *contract*. Subject to any applicable law, a waiver by *us* is not a change to, and does not reduce *our* rights under the *contract* unless we give *you* written notice that it is a change to the *contract*.

28 Liability and statement options

28.1 If you are the company which is the proprietor of the business named as the “customer” in the *Bendigo Business Credit Card Schedule*, you are given an entitlement in that Schedule to request us to issue a *card* to a nominated individual, and that Schedule states that an individual *credit limit* applies to the card issued to the nominated individual, the following will apply.

- The *Bendigo Business Credit Card Schedule* relates to the card that you have requested us to issue to the nominated individual.
- The nominated individual to whom we issue a card will be accessing and operating on *your card account*.
- You are responsible for all transactions carried out by the nominated individual until their card is returned to us.
- If you want to revoke the authority of the nominated individual to access and operate *your card account*, you must notify us in writing and return to us the card (cut in half for *your protection*) that we issued to that individual.
- You will be in default under this *contract* if the nominated individual does not comply with this *contract*.
- Provisions in this *contract* relating to *your credit limit* will apply to the *credit limit* applicable to the card issued to the nominated individual.
- A separate statement of *account* under condition 14 will be provided for each card which we have issued to a nominated individual. Provisions in this *contract* relating to minimum payments will apply to the minimum payment for that individual *card account* shown on the statement.

28.2 If *you* are the company which is the proprietor of the business named as the “customer” in the *Bendigo Business Credit Card Schedule*, *you* are given an entitlement in that Schedule to request *us* to issue cards to nominated individuals, and that Schedule states that a shared *credit limit* applies to the cards issued to the nominated individuals, the following will apply.

- The *Bendigo Business Credit Card Schedule* relates to all of the cards that *you* have requested *us* to issue to nominated individuals.
- The nominated individuals to whom we issue cards will be accessing and operating on *your card account*.
- *You* are responsible for all transactions carried out by a nominated individual until their card is returned to *us*.
- If *you* want to revoke the authority of a nominated individual to access and operate *your card account*, *you* must notify *us* in writing and return to *us* the card (cut in half for *your* protection) that we issued to that individual.
- *You* will be in default under this *contract* if a nominated individual does not comply with this *contract*.
- Provisions in this *contract* relating to *your credit limit* will apply to the shared *credit limit* applicable to all the cards issued to nominated individuals. The total spent on the individuals’ cards must remain below *your card account credit limit*.
- *You* will receive one statement of *account* under condition 14. A separate statement addendum listing the individual transactions of each nominated individual to whom we have issued a card against the statement of *account* will also be provided. Notwithstanding

these individual statement addendums, *you* must pay the minimum payment shown on *your* statement of account.

28.3 If *you* are an individual employee of a business and *you* are named as the “customer” in the *Bendigo Business Credit Card Schedule*, the following applies:

- *You* will be a customer in *your* own right accessing and operating *your card account* and *you* must comply with this *contract*.
- The business of which *you* are an employee has no liability under this *contract*.
- It is *your* responsibility to obtain reimbursement from the business of which *you* are an employee for amounts owing on *your card account*.
- *You* have obtained permission from the business of which *you* are an employee to enter into this *contract*.

28.4 If *you* are a sole trader operating the business named as the “customer” in the *Bendigo Business Credit Card Schedule*, *you* will be a customer in *your* own right accessing and operating *your card account* and *you* must comply with this *contract*.

28.5 If *you* are a partner in the partnership named as the “customer” in the *Bendigo Business Credit Card Schedule*, the following will apply.

- The *Bendigo Business Credit Card Schedule* relates to the card that *you* have requested *us* to issue to *you*.
- Each of *your* partners may be issued with a separate Bendigo Business Credit Card.
- *You* and each of *your* partners will be jointly and severally liable for all transactions carried

out by *you* and any of *your* partners on any Bendigo Business Credit Card issued to *you* and to any of *your* partners. This means that each of *you* is liable both on *your* own and together for the whole of any debit balance on all *card accounts*.

- It is *your* responsibility to obtain reimbursement from the business in which *you* are a partner for amounts owing on *your card account*.
- Provisions in this *contract* relating to *your credit limit* will apply to the *credit limit* applicable to the card issued to *you*.
- A separate statement of *account* under condition 14 will be provided for the card which we have issued to *you*. Provisions in this *contract* relating to minimum payments will apply to the minimum payment for *your card account* shown on the statement.
- *You* consent to *us* providing information about *your card* such as statements of *account* to *your* partners.
- If *you* request a change to *your credit limit*, *your* partners must agree to that change.

28.6 If one of *you* (the notifying party) notifies *us* of a dispute and that the notifying party does not accept liability for further advances, we will exercise *our* rights under condition 15.3 and cancel the *credit card facility*. The notifying party will still be jointly and severally liable for the debit balance on the *card account* at the time of notification but will not be liable for any further debits made after the time of notification.

28.7 You represent, warrant and undertake that:

- if *you* enter into the *contract* as trustee of a trust, *you* are the sole trustee of that trust with full power and authority to enter into the *contract* and do all things *you* may need to do under the *contract*;
- if *you* are a body corporate, *you* are duly registered and in existence and by entering into this *contract* or doing anything *you* may need to do under it *you* are not and will not be violating *your* constitution or any law applying to *you*;
- if *you* enter into the *contract* as a partner in a partnership, *you* have full authority to bind the partnership and each of the partners and *you* will advise *us* in writing if the partnership is dissolved or terminated.

29 Applicable law

29.1 This *contract* is subject to the laws of Victoria.

29.2 *You* submit to the jurisdiction of the courts of Victoria and the proper jurisdiction of any other court.

30 Money Laundering

To comply with requirements of anti-money laundering and counter terrorism financing laws we may:

- require *you* to provide to *us*, or otherwise obtain, any additional documentation or other information;
- suspend, block or delay transactions on *your account*, or refuse to provide services to *you*;
- report any, or any proposed, transaction or activity to any body authorised to accept such reports relating to anti-money laundering and counter terrorism financing or any other law.

31 Periodical Payments and Direct Debits

31.1 If *you* give *us* authority, we can have regular payments made automatically out of *your card account* on pre-set dates, advised by *you*. This type of payment is called a “Periodical Payment” or “Direct Debit”.

The difference between these payment methods is:

- We make periodical payments from *your card account* to another *account* with *us* or with another financial institution or to a third party. To do this we need *you* to call into one of *our* branches to give *us your* instructions.
- A merchant sends direct debits to *your card account* according to an authority which *you* need to set up through the merchant receiving the money, allowing *us* to make these payments. If *you* provide a merchant

with the BSB and account number of *your card account* to establish a direct debit, it will be treated as a *cash advance* and interest will be calculated and charged and payments will be credited towards the amount accordingly. If however *you* provide the merchant with *your card* number, the direct debit will be treated as a purchase and interest will be calculated and charged and payments will be credited towards the amount accordingly.

31.2 To alter or stop any future payments the following processes must be followed:

- if *you* provided the merchant with the BSB and *account* number of *your card account* - call into one of *our* branches or advise *us* in writing. We will take & promptly process *your* instruction to cancel a direct debit request. We must receive *your* instructions at least one day prior to the due date of the next payment.
- *You* are encouraged to maintain a record of any *Regular Payment Arrangement* entered into with a merchant using *your card* number.
- To either change or cancel any *Regular Payment Arrangement* set up using *your card* number *you* should contact the merchant at least 15 days prior to the next scheduled payment. Until *you* attempt to cancel the *Regular Payment Arrangement* we must accept the merchant's transaction. If possible *you* should retain a copy of their change/cancellation request. Should the merchant fail to act in accordance with these instructions *you* may have rights to Dispute the transaction.

- Should *your card* number be changed i.e. as a result of lost or stolen card *you* must request the merchant to change the details of *your* existing *Regular Payment Arrangement* to ensure arrangements continue. If *you* fail to undertake this activity *your Regular Payment Arrangement* either may not be honoured by *us* or the merchant may stop providing the goods and/or services.
- Should *you* elect to close *your card* account or *your* account is closed by *us* *you* should contact the merchant to amend any *Regular Payment Arrangement* set up using *your card* number; as the merchant may stop providing the goods and/or services.

31.3 It is important that the difference between *your account balance* and *your credit limit* is sufficient to cover periodical payments and direct debits when they are due.

If the balance is insufficient, any direct debits are returned unpaid (dishonoured) to the originating third party. However we will attempt to make a periodical payment from *your card account* before 8 am. If that periodic payment is unsuccessful, *you* will be notified in writing and *you* should call into one of *our* branches to arrange payment. A fee will be debited to *your card account* in these circumstances (see condition 12).

If the balance is insufficient on three consecutive payment due dates, the authority is cancelled and *you* are notified in writing.

31.4 We automatically cancel any periodical payments when *your credit card* facility is cancelled.

32 Meaning of words

“account balance” means the difference between all amounts credited and all amounts debited to *your card account*.

“additional card” in relation to an **additional cardholder**, means the Bendigo Business Credit Card issued to that *additional cardholder*.

“additional cardholder”

- where that term is used in condition 18, means an individual to whom we issue a card under condition 18; or
- where the term is used elsewhere in these Conditions of Use, means any individual to whom we issue a card at *your request* under condition 28.1 or condition 28.2 as well as any individual to whom we issue a card under condition 18.

“annual percentage rate” means the reference rate shown in the *Bendigo Business Credit Card Schedule* less the margin (if any) shown in the *Bendigo Business Credit Card Schedule*.

“Balance transfer transaction” means an advance of credit which *you* instruct *us* to use to pay a debt that *you* owe to another financial institution.

“Bendigo Business Credit Card Conditions of Use” means the conditions appearing under that heading in this booklet.

“Bendigo Business Credit Card Schedule” means the Credit Card Schedule document appropriate to the Bendigo Business Credit Card, which is the *Bendigo Credit Card Schedule*.

“Bendigo e-banking transaction” means a transaction using the service we offer from time to time by which *you* can access and transact on a nominated account by using a personal computer and accessing *our* web site at www.bendigobank.com.au

“Bendigo Phone Banking Transaction” means a transaction using the service we offer from time to time by which *you* can access and transact on a nominated account by telephoning **1300 BENDIGO** (1300 236 344).

“card account” means the account or accounts we establish in *your* name for the purposes of this *contract*.

“cash advance” means credit provided in the form of cash, either directly from *us* or from another financial institution, and credit provided through a *Pay Anyone transaction*, a *Bendigo Phone Banking transaction*, *Bendigo e-banking transaction*, or a *balance transfer transaction*.

“contract” means the credit card contract you make or have made with *us*. It comprises:

- The *Bendigo Business Credit Card Conditions of Use*;
- The *Bendigo Business Credit Card Schedule*; and
- The *Electronic Banking Conditions of Use (Business)*.

“credit fees and charges” means the *credit fees and charges* set out in the *Bendigo Business Credit Card Schedule* (as varied from time to time) any other fees and charges payable in connection with this *contract*, but does not include:

- interest charges;
- any fees or charges that are payable to or by *us* if they would be payable even if the credit facility were not available (other than annual fees);
- enforcement expenses;
- *Government transaction charges*.

“credit limit” means the amount we determine to be the *credit limit* from time to time. The *credit limit* as at the *disclosure date* is set out in the *Bendigo Business Credit Card Schedule*.

“credit card facility” means the credit facility provided or to be provided to *you* under this *contract*.

“**disclosure date**” means the date referred to as the “*disclosure date*” in the *Bendigo Business Credit Card Schedule*.

“**Electronic Banking Conditions of Use (Business)**” means the conditions appearing under that heading in this booklet.

“**Government transaction charges**” means government charges and duties on receipts or withdrawals in respect of the *card account* whether or not *you* are primarily liable to pay these charges including debits tax, transaction duty and any similar government charges or duties that apply to the *contract* or the *card account* from time to time.

“**Including, includes or such as**” when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

“**Insolvent**” means being an *Insolvent* under administration or *Insolvent* or having a controller appointed (each as defined in the Corporations Act - *such as* being bankrupt), in receivership, in receivership and management, in liquidation, in provisional liquidation, under administration, wound up, subject to any arrangement assignment or composition, protected from creditors under any statute, dissolved (other than to carry out a reconstruction while solvent) or otherwise unable to pay debts when they fall due.

“**Manually generated fees and charges**” means fees and charges that are debited through a manual entry by one of *our* officers.

“**MasterCard International exchange rate**” means any exchange rate MasterCard International chooses.

“**MasterCard SecureCode**” means the online authentication service provided for MasterCard cardholders when making online transactions at participating merchants.

“**online authentication password**” means the password made up of letters and/or numbers nominated by you during online registration with the Verified by Visa and/or MasterCard SecureCode service.

“**password**” means the word or numbers and/or letters nominated by you that may be required for identification purposes in order to access your account.

“**Pay Anyone transaction**” means a transaction using the Pay Anyone Service as described in section M of the Personal Accounts and Facilities Terms and Conditions, which can be obtained by contacting any of *our* branches, by telephoning Customer Contact and Care on **1300 BENDIGO** (1300 236 344) or by visiting *our* website at www.bendigobank.com.au

“**Person**” includes an individual, a firm, a body corporate, an unincorporated association or an authority.

“**Regular payment**” means either a recurring payment or an instalment payment which represents an agreement between a cardholder and a merchant to debit a card at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by both parties.

“**Security**” means any mortgage, charge, lien, pledge, trust, power or other rights given as or in effect as *Security* for the payment of money or performance of obligations. *Security* also includes a guarantee and/or an indemnity.

“**Such as**” see including.

“**System generated fees and charges**” means fees and charges that are debited automatically by *our* computer system.

“**Transaction entry**” means any entry on a statement other than:

- an entry that debits *your card account* for *our* bank or government fees or charges; or
- an entry that debits *your card account* for interest.

“**Verified by Visa**” means the online authentication service provided by Visa cardholders when making online transactions at participating merchants.

“**We**”, “**us**”, “**our**” or “**Bendigo Bank**” means Bendigo and Adelaide Bank Limited ABN 11 068 049 178, AFSL/Australian Credit Licence 237879.

“You” or “your” means the following:

- the company which is the proprietor of the business named as the “customer” in the *Bendigo Business Credit Card Schedule*; or
- the individual employee who is named as the “customer” in the *Bendigo Business Credit Card Schedule*;
- the sole trader operating the business named as the “customer” in the *Bendigo Business Credit Card Schedule*; or
- a partner in the partnership named as the “customer” in the *Bendigo Business Credit Card Schedule*.

“You” includes *your* successors and assigns.

The singular includes the plural and vice versa.

A reference to:

- a document includes any variation or replacement of it;
- law means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them).

Anything includes the whole and each part of it.

Bendigo and Adelaide Bank Limited

ABN 11 068 049 178 AFSL/Australian Credit Licence
237879

Electronic Banking Conditions of Use (Business)

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Some of the words used in these *Electronic Banking Conditions of Use (Business)* have special meanings. When a word with a special meaning is used, it is printed in italics (*like this*). These special meanings are set out in condition 10 of these *Electronic Banking Conditions of Use (Business)*.

1 Scope of these Electronic Banking Conditions of Use (Business)

1.1 These *Electronic Banking Conditions of Use (Business)* apply when:

- a) *you* are issued with a *card* with a *PIN*; and
- b) *you* give *us* an instruction, through *electronic equipment* (including *EFDs*) and use *your card* and *PIN* to debit or credit an *account*;
- c) funds transfer initiated by giving an instruction, through *electronic equipment* and using an access method, to an *account* institution (directly or indirectly) to debit or credit an *EFT account* maintained by the *account* institution.

These Conditions of Use do not apply when *you* are required to sign a voucher, order or other document to perform a transaction using *your card* or *card* details.

1.2 Separate terms and conditions also apply to each *account* and the *Bendigo Business Credit Card Conditions of Use* and *Bendigo Business Credit Card Schedule* also apply to the use of *your Bendigo Business Credit Card*, in addition to these *Electronic Banking Conditions of Use (Business)*.

These Conditions of Use do not apply in relation to Bendigo Phone Banking and Bendigo e-banking which have separate terms and conditions.

2 Your card

2.1 When *you* use *your card* at the office or *EFD* of another organisation *you* are still bound by these *Electronic Banking Conditions of Use (Business)* as if the *card* was used in one of *our* own offices or

EFDs. You will also be subject to any operational condition imposed by that other organisation and we accept no responsibility for the imposition of such conditions.

3 Receipts and statements

When you use an *EFD* to access your account we will provide you with a record of your transaction, unless you specify that a record is not required. Make sure you check your record of the transaction and keep it to reconcile to your statement.

4 If the EFD malfunctions

- 4.1 If a *Bendigo Bank EFD* or electronic system malfunctions after having accepted your *EFT* instructions and fails to complete the transaction in accordance with those instructions resulting in loss to you of some or all of the amount of a transaction, we will correct that loss by making any necessary adjustments to your account including an adjustment of any interest or fee. If you consider that you have incurred additional losses as a consequence of the malfunction you may make a claim for any such loss.

If you are aware or should have been aware that the *Bendigo Bank EFD* or electronic system was unavailable for use or was malfunctioning then our responsibility will be limited to the correction of errors in your account and the refund of any fees or charges imposed as a result.

- 4.2 We may withdraw electronic access to your account without prior notice to you in the event of any *EFD* or system malfunction.

5 Use of EFDs to transact on your card account

- 5.1 We may limit the amount you can withdraw from your account on any one day. We may also limit the way the money is given out, eg. if you want to withdraw \$900, (and that amount is not in excess of the maximum amount withdrawable daily), the *EFD* may not pay out that amount in one transaction. You may receive \$500 and then have

to make another withdrawal of \$400. Currently the maximum amount that can be withdrawn using *your card* is \$1000 per day (irrespective of the number of *accounts* which can be accessed by *your card*).

Merchants and operators of *EFDs* may impose additional restrictions.

5.2 You may only link *your card* to a *primary revolving credit account*.

5.3 You can use *your card* to carry out the following transactions at any of *our ATMs*:

- make withdrawals from a *primary revolving credit account*; and
- get *account* balances for a *primary revolving credit account*.

You can use *your card* to make deposits to a *primary revolving credit account* at any of *our ATMs* which have the capacity to accept deposits.

5.4 You can use *your card* at an *ATM* operated by a financial institution other than *us* to carry out the following transactions:

- withdrawals from a *primary revolving credit account*; and
- get *account* balances for a *primary revolving credit account*.

5.5 You can use *your card* at a Bank@Post™ terminal to carry out the following transactions:

- withdrawals from a *primary revolving credit account*;
- deposits to a *primary revolving credit account*; and
- get an *account* balance for a *primary revolving credit account*.

5.6 You can use *your Bendigo Business Credit Card* to complete a *cash advance* from *your card account* at any *ATM* overseas bearing the MasterCard symbol.

6 Processing date, deposits, withdrawals and purchases on your account

- 6.1 Transactions made via an *EFD* after 5pm Victorian time on any day may be held over and not processed to take effect until the next day.
- 6.2 When *you* make a deposit to *your account* at an *EFD* operated by *us*, two Bank Officers open the *EFD* the next working day and compare the amount *you* placed in the envelope with the amount *you* entered in the *EFD*. If there is a difference between these two amounts then we will accept the amount in the envelope as the amount deposited and advise *you* in writing as soon as possible of the difference and adjust the statement of *account* accordingly, as at the date of the deposit.
- 6.3 We will not accept any cheque that is not payable to *you*, whether the cheque has been endorsed in *your* favour or not.
- 6.4 The proceeds of any deposit may not be available for up to seven working days after the deposit is made. However, this does not mean that the proceeds of any cheques are clear and should the drawer's bank return a cheque after this time, we reserve the right to debit *your account* with the amount of the cheque plus applicable bank charges.
- 6.5 Deposits to *your account* may be made:
- at any of *our* branches;
 - at any Bank@Post™ terminal;
 - by mail; or
 - through some of *our* ATMs.

7 Liability for transactions

- 7.1 The *account* holder is not liable for transactions:
- that are caused by the fraudulent or negligent conduct of *our* employees or agents or companies involved in networking arrangements

or of merchants who are linked to the *EFT* system or of their agents or employees;

- which relate to cards that are forged, faulty, expired, or cancelled;
- that arise from transactions which required the use of a *card* or *PIN* and that occurred before *you* received that *card* or *PIN* (including a reissued or replacement *card* or *PIN*);
- that are caused by the same transaction being incorrectly debited more than once to the same *account*; or
- where it is clear *you* have not contributed to the loss.

7.2 The *account* holder is liable for losses arising from unauthorised transactions carried out using the *card* only as provided in conditions 7.3, 7.4, 7.5 and 7.6.

7.3 Where we can prove on the balance of probability that *you* contributed to the losses in any of the following ways:

- through *your* fraud;
- by voluntarily disclosing *your PIN* or *password* to anyone, including a family member or friend;
- by recording the *PIN* or *password* on the *card*, or keeping a record of the *PIN* or *password* (without making any reasonable attempt to disguise the *PIN* or *password* or prevent unauthorised access to the *PIN* or *password*) on the one article, or on several articles, carried with the *card* or liable to loss or theft simultaneously with the *card*;
- where we permit *you* to select or change a *PIN* or *password*, by selecting numbers which represents *your* birth date or letters which are a recognisable part of *your* name, if immediately before *you* did this we specifically warned *you* not to do so and that *you* might incur liability by doing so; or

- by acting with extreme carelessness in failing to protect the *security* of the *PIN* or *password*;

7.4 Where we can prove on the balance of probability that *you* contributed to the losses by unreasonably delaying to notify *us* as required by condition 5.1 of the Bendigo Business Credit Card Terms and Conditions after becoming aware of the misuse, loss or theft of a *card*, or that the *PIN* or *password* had become known to someone else, the *account* holder is liable for the actual losses which occur between when *you* became aware (or should reasonably have become aware in the case of a lost or stolen *card*) and when we were actually notified, but is not liable for the amounts set out in condition 7.5.

7.5 An *account* holder is not liable under conditions 7.3 or 7.4 for the following amounts:

- that part of the losses incurred on any one day which exceed any applicable daily transaction limit;
- that part of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
- that part of the losses incurred on an *account* which exceeds the balance of the *account* (including any prearranged credit);
- that part of the losses incurred on any *account* which *you* and we had not agreed could be accessed using the *card* and *PIN* or *password*;
- any losses incurred as a result of conduct we expressly authorised *you* to engage in;
- any losses incurred as a result of *you* disclosing, recording or storing a *PIN* or *password* in a way that is required or recommended for the purposes of using an *account* access service which is expressly or impliedly promoted, endorsed or authorised by *us*.

7.6 Where we cannot prove that the *account* holder is liable under condition 7.3 or 7.4 but a *PIN* or *password* was required to perform the unauthorised transactions, the *account* holder is liable for the least of:

- \$150; or
- the balance of those *account(s)* (including any pre-arranged credit) which *you* and we have agreed may be accessed using the *card*; or
- the actual loss at the time we are notified (where relevant) that the *card* has been misused, lost or stolen or that the *PIN* has been disclosed to someone else (but not that portion of the loss incurred which exceeds an applicable daily or periodic transaction limit).

8 Errors or questions

8.1 If *you* have a complaint concerning matters covered by these Conditions of Use (including any apparent error in a transaction or instances of unauthorised transactions or error in *your* statement), please promptly notify *us*. *You* can:

- contact any of *our* branches; or
- telephone 1300 361 911 during business hours; or
- write to Card Administration, PO Box 480, Bendigo 3552.

8.2 When *you* contact *us*:

- Provide *us* with *your* name and *card* number and;
- details of the transaction/s to be investigated;
- *You* will be advised as to the steps *you* must take so that an investigation may proceed. *You* will be required to give details of all relevant information regarding the transactions *you* are unsure about.

- If we decide to resolve an unauthorised transaction complaint by finding the *account* holder is liable for none of the loss or not more than \$150 of the loss under condition 7.6, then within seven business days of receiving the complaint, we will adjust the *account* accordingly, provide the information required by paragraphs six and nine of this condition and close the investigation. Otherwise, if we are unable to resolve the matter immediately we will provide *you* with a written advice of *our* procedures as to how it will be investigated further and the other paragraphs in this condition will apply.
- Within 21 days of receiving from *you* the relevant details of *your* complaint we will advise *you* in writing of either:
 - a) the outcome of *our* investigation and which provisions of these Conditions of Use and the *EFT* Code of Conduct were used in determining *your* or *our* liability if any; or
 - b) the need for more time to complete *our* investigation.
- Only in exceptional circumstances, of which we will advise *you* in writing, will we take more than 45 days (from when *you* provided the relevant details of *your* complaint) to complete *our* investigations.
- On completion of *our* investigation we will advise *you* of the outcome and *our* reasons, with reference to relevant provisions of these Conditions of Use and the *EFT* Code of Conduct. *Our* advice will be in writing unless we are able to resolve the matter immediately.
- If we conclude as a result of *our* investigations that *your account* has been incorrectly debited or credited, we will promptly adjust *your account* (including any interest and charges)

accordingly and notify *you* in writing of the amount by which *your account* has been debited or credited as a result.

- If we conclude from *our* investigations that *your account* has not been incorrectly debited or credited, or in the case of unauthorised transactions, that *you* have contributed to at least part of the loss occasioned by the unauthorised use (see condition 8.3) we will supply *you* with copies of any document or other evidence on which we based *our* finding.
- *You* will be advised in writing that, if *you* are not satisfied with *our* findings, *you* may request a review of these findings by *our* senior management. *You* will also be advised in writing of other avenues of dispute resolution procedures set out in these Bendigo Business Conditions of Use or required by the *EFT* Code of Conduct, and where such failure contributed to a decision by *us* against the *account* holder or delayed the resolution of the complaint, we may accept full or partial liability for the amount of the transaction which is the subject of *your* query or complaint.

If we decide to attempt to resolve the complaint by exercising *our* rights under the rules of the MasterCard credit card scheme, against other parties to the scheme, then while that attempted resolution is in progress:

- the time limits under those scheme rules apply instead of the time limits in this condition and we will inform *you* of those time limits and when a decision can reasonably be expected;
- if we cannot resolve the complaint within 60 days, we will inform *you* of the reasons for the delay and we will provide *you* with updates on

progress with the complaint once every two months;

- we will suspend the *account* holder's obligation to pay any amount which is the subject of the complaint and any associated credit and other charges until the complaint is resolved.

9 Changes to these Electronic Banking Conditions of Use (Business)

9.1 We can change these *Electronic Banking Conditions of Use (Business)* at any time. However, if the changes:

- increase *your* liability;
- impose or increase charges relating to the use of *your card* or *PIN* or relating to issuing additional or replacement *cards* or new *PINs*; or
- impose, remove or adjust a daily transaction limit or other periodic transaction limit applying to the use of a *card*, *PIN* or *EFD* or electronic system for *EFT* transactions, we will give *you* at least 20 days notice of any changes. If any law regulates the change under this condition, we may only change to the extent permitted by, and subject to the requirements of, that law.

9.2 We will notify *you* of any other changes in advance of the date the change takes effect in a manner to be chosen by *us* which is likely to come to the attention of as many *account* holders as possible (for example media advertisements or placing notices on or near *EFDs* prior to implementing the changes).

9.3 We do not have to give advance notice of any changes we need to make due to an immediate need to restore or maintain the *Security of our* systems or individual *accounts*.

10 Meaning of words

“**account**” means any banking facility approved by us which may be accessed by a *card*.

“**ATM**” means an Automatic Teller Machine.

“**Bendigo Business Credit Card Conditions of Use**” means the conditions appearing under that heading in this booklet.

“**Bendigo Business Credit Card Schedule**” means the Credit Card Schedule document appropriate to the Bendigo Business Credit Card, which is the *Bendigo Business Credit Card Schedule*.

“**Bendigo Bank EFD**” means an *EFD* controlled or provided by or on behalf of Bendigo Bank to facilitate *EFT* transactions.

“**card**” means a *card* we issue to you that can be used to access *EFDs*. It includes any cards issued to *additional cardholders* under condition 18 of the *Bendigo Business Credit Card Conditions of Use* or to nominated individuals under condition 28.1 or 28.2 of the *Bendigo Business Credit Card Conditions of Use*.

“**electronic equipment**” means electronic terminal, computer, television, telephone and similar equipment and includes an *EFD*.

“**EFD**” means electronic funds devices; it includes *ATMs*, Point of Sale Terminals, Bank@Post™, EFTPOS, *Card Telephones* and *Petrol Dispensing Machines*.

“**EFT**” means the electronic transfer of funds.

“**password**” means the word or numbers and/or letters nominated by you that may be required for identification purposes in order to access your account.

“**Person**” includes an individual, a firm, a body corporate, or an incorporated association or an authority.

“**PIN**” means the Personal Identification Number.

“**primary revolving credit account**” means any revolving credit *account* you nominate to be *your* primary revolving credit account.

“Transaction entry” means any entry on a statement other than:

- an entry that debits an *account* for *our* bank or government fees or charges; or
- an entry that debits an *account* for interest.

“we”, “us”, “our” or “Bendigo Bank” means Bendigo and Adelaide Bank Limited ABN 11 068 049 178, AFSL/Australian Credit Licence 237879.

“You” or “your” means the following:

- the company which is the proprietor of the business named as the “customer” in the *Bendigo Business Credit Card Schedule*; or
- the individual employee who is named as the “customer” in the *Bendigo Business Credit Card Schedule*;
- the sole trader operating the business named as the “customer” in the *Bendigo Business Credit Card Schedule*; or
- a partner in the partnership named as the “customer” in the *Bendigo Business Credit Card Schedule*.

“You” includes **your** successors and assigns.

The singular includes the plural and vice versa. A reference to:

- a document includes any variation or replacement of it.
- *law* means common *law*, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, reenactments or replacements of them).

Anything includes the whole and each part of it.

