



Bank of Sydney

Terms & Conditions (PDS)

For VISA Debit Cards

Effective as of 02/2019

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1. ENQUIRIES

If you would like any further information about the VISA Debit Card, please contact:

Bank of Sydney Ltd (BOS)
ABN 44 093 488 629
AFSL 243 444
Australian Credit Licence Number 243 444

BOS General: 1300 888 700

If calling from overseas: + 612 8262 9000

2. Emergency Telephone Numbers:

IMPORTANT: If your VISA Debit card and/or PIN is lost, stolen, misused or your PIN or CVV have become known to someone else, you **MUST** notify Bank of Sydney (BOS) immediately and give BOS any information about the way in which the VISA Debit Card and/or PIN was lost, stolen or misused.

Bank of Sydney VISA Debit Card Hotline:
1300 BANKING (1300 2265 464)

If you are calling from overseas, call the international operator to book a reverse charge call to:

+612 8262 9102

Please note that calls made from mobile phones or hotel rooms may attract additional charges, not covered by the reverse charge service.

***If you do not notify the Bank immediately, you may be liable for any resulting loss as set out in these Terms and Conditions.**

3. General Information

The VISA Debit Card Terms and Conditions form part of the Bank of Sydney Ltd (BOS) Product Disclosure Statement (PDS) and govern the use of your BOS VISA Debit Card Account. If you do not have all parts of the PDS, please contact Bank of Sydney on 1300 BANKING (1300 2265 464 to arrange for them to be sent to you. These documents can also be obtained in any of our branches or from our website: www.banksyd.com.au.

These Terms and Conditions must be read together with the Bank of Sydney Fees and Charges PDS, the Deposit, Savings and Transaction PDS and where applicable, any other Terms and Conditions or PDS relating to your banking product or service. Together, they govern the use of the VISA Debit Card and your Linked Account. Where there is an inconsistency between any of these Terms and Conditions, the provisions of the Bank of Sydney VISA Debit Terms and Conditions will apply.

You should read all these documents carefully and retain them for future reference. Copies of each of the documents can be made available to you on request from BOS.

What these Terms & Conditions mean for YOU
These Terms and Conditions comply with the ePayments Code which regulates consumer electronic payments including ATM, EFTPOS, debit and credit card transactions, online payments, Internet banking and BPAY®.

It applies to the use of the following which are outlined in this document:

- VISA Debit Card transactions using a PIN;
- VISA Debit Card transactions online using a CVV;
- VISA Debit Card transaction online using Verified by VISA; and
- VISA Debit Card transactions requiring a manual signature.

The VISA Debit Card is offered to you subject to the

terms and conditions herein contained and to such other terms and conditions, Privacy Statement, security notices, disclaimers and any other rules of use disclosed in writing.

NOTE: These Terms and Conditions become binding as soon as we have supplied them to you (or any other user), and you (or that other user) accept the VISA Debit Card and PIN. Your first use of a VISA Debit Card and/or PIN will be taken as your agreement to comply with these terms and conditions.

It is important that you read and understand these Terms and Conditions.

NOTE: Any advice contained in these Terms and Conditions do not take into account your personal objectives, needs or financial situation. You must consider whether any advice is appropriate to your circumstances before acting upon it.

You should follow the guidelines below to protect against unauthorised use of the VISA Debit Card and PIN. These guidelines provide examples of security measures only and will not determine your liability for any losses resulting from unauthorised Electronic Funds Transfer Transactions. Liability for such transactions will be determined in accordance with clause 4 of this PDS and the ePayments Code.

4. General Guidelines for Ensuring the Security of the VISA Debit Card and PIN

- Sign the VISA Debit Card as soon as you receive it;
- Keep the VISA Debit Card in a safe place;
- Never write the PIN on the VISA Debit Card;
- Never write the PIN on anything which is kept with or near the VISA Debit Card;
- Never lend the VISA Debit Card to anybody;
- Never tell or show the PIN to another person;
- Never tell anyone any of your VISA Debit Card Details;
- Use care to prevent anyone seeing the VISA Debit Card number and PIN being entered at Electronic

Equipment;

- Immediately report the loss, theft or unauthorised use of the VISA Debit Card to BOS;
- Keep a record of your VISA Debit Card number and the BOS VISA Card Hotline with your usual list of emergency telephone numbers;
- Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the VISA Debit Card has been used without your authority; and
- Immediately notify BOS of any change of address.

5. Information regarding your VISA Debit Card

5.1 You must:-

- a) sign your VISA Debit Card without delay upon receiving it;
- b) ensure that where an additional VISA Debit Card is issued to your Nominee, your Nominee signs the VISA Debit Card issued to them immediately upon receiving it and before using it;
- c) make sure that your VISA Debit Card is still in your custody by checking regularly (even if you have not used your VISA Debit Card for a while);
- d) carry your VISA Debit Card at all possible times and keep it in a secure and safe place.

5.2 You may apply to have a person authorised to transact on your account with a VISA Debit Card. Approval is at our discretion and all liability for transactions made on the account are your responsibility.

5.3 You are responsible for the safe storage and security of any VISA Debit Card issued to any User.

NOTE: If you lose your VISA Debit Card overseas, BOS cannot issue you with a replacement VISA Debit Card until you return to Australia.

6. Safeguarding your PIN

We will provide a PIN to use the VISA Debit Card with certain Electronic Equipment. You agree to protect this PIN as a means of preventing fraudulent or unauthorised use of the VISA Debit

Card.

6.1 Correct methods of keeping your PIN secure are:

- a) The PIN should be memorised as soon as the letter containing the PIN is received. Thereafter the letter should be destroyed.
- b) Do not inform anyone of your PIN or allow anyone to find out what your PIN is - this includes friends and family;
- c) Do not record the PIN on the VISA Debit Card or keep a record of the PIN on anything which is kept with or near the VISA Debit Card unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record;
- d) Do not keep your VISA Debit Card and PIN or PINs together;
- e) Do not let anyone view you entering your PIN, as by ensuring that there are no security cameras, mirrors or any other means of observing you entering your PIN entry, and making every attempt to protect it;
- f) Be ready to make the transaction when you approach the ATM;
- g) Do not leave anything behind at an ATM or merchant outlet after a transaction is complete that could reveal your PIN.

6.2 Incorrect methods of keeping your PIN secure are:

- a) Recording the PIN by reversing the number sequence;
- b) Recording the PIN as a telephone number where no other telephone numbers have been written down;
- c) Recording the PIN as a series of words or numbers with the PIN being marked or circled in such a way to indicate it;
- d) Recording the PIN as any date (e.g. 20/3/95) or a date of birth, a postcode or a telephone number;
- e) Recording the PIN in an easily understood PIN such as A=1, B=2, C=3, etc.
- f) Recording your PIN or the disguised record on a VISA Debit Card.

- g) Voluntarily disclosing your PIN to anyone (including a family member or friend);
- h) You indicating your PIN on the outside of the VISA Debit Card or keeping a record of the PIN on an article carried with the VISA Debit Card;
- i) Unreasonably delaying to inform us that a VISA Debit Card has been misused, lost or stolen or that the security of the CVV code or PIN has been breached.

6.3 Never keep the PIN record and the VISA Debit Card in a location where a thief could get hold of both the VISA Debit Card and the disguised PIN. You must keep PIN records separate and well apart from your VISA Debit Card and you must make certain that VISA Debit Cards and PINs are never kept together, such as:

- a) storing your VISA Debit Card and PIN in the same item/object which itself can be lost or stolen (for example in the same briefcase, folder, wallet, bag or purse); or
- b) in the same car; or
- c) at home in the same item of furniture, e.g. different drawers of the same office table; or
- d) in any other situation where a VISA Debit Card could be reasonably thought as to be not separate and well apart from a PINs record.

6.4 Changing your PIN

a) PIN change at rediATMs

Customers are able to change their PIN at rediATMs.

Note: The rediATM must be exclusively 'redi' brand, they cannot be dual branded ATM's e.g. NAB/redi ATM, Bank of Queensland/redi.

You'll know if the rediATM you are using has this function if you see the 'change PIN' option on the screen after you've entered your existing PIN.

b) PIN changes may be made via your BOS internet banking.

7. Reporting Loss, Theft, misuse or Unauthorised Use of the VISA Debit Card, PIN or other code

7.1 If you or your Nominee believe the VISA Debit Card has been misused, lost or stolen or the PIN or code has been misused or has become known to someone else, you or your Nominee must immediately contact us at any time on the emergency number detailed in the front cover of this PDS and below:

**BANK OF SYDNEY LTD
1300 BANKING (1300 2265 464)**

Overseas

If you are calling from overseas, call the international operator to book a reverse charge call to:

+612 8262 9102

Please note that calls made from mobile phones or hotel rooms may attract additional charges, not covered by the reverse charge service.

7.2 Contacting us without delay will enable us to put a stop on your card straight away preventing or minimising losses resulting from unauthorised transactions and your potential liability for such losses. We will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting us.

7.3 Our VISA Card Hotline is available 24 hours a day, 7 days a week. If our VISA Card Hotline is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to us as soon as possible by taking further attempts and if it is still not operating, to contact us during business hours (A.E.S.T). We will be liable for any losses arising because our VISA Card Hotline is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to us as soon as possible thereafter or as soon as possible during business hours (A.E.S.T).

7.4 We may require you to confirm your report at one of our branches and complete certain

documentation.

8. When the account holder is liable in case the VISA Debit Card is Lost/Stolen or in case of unauthorised use.

8.1

- a) The account holder will be liable for losses resulting from transactions which are carried out by the user, or by another person with the user's knowledge and consent.

- b) The account holder will be liable for any loss arising out of any transaction (authorised or unauthorised) that requires a manual signature authorisation after you have lost your VISA Debit Card but before we are informed that the VISA Debit Card has been misused, lost or stolen. You are also liable where you have failed to meet the obligations in clause 5.2, clause 6 and clause 9.4 and 9.5. (You acknowledge as a custodian that it is your responsibility to safeguard your VISA Debit card and report loss immediately. The fact that you were unaware that your VISA Debit card was lost or stolen does not absolve you from liability before we are informed).

8.2 The account holder will be liable for any loss arising out of any transaction if there was unreasonable delay in notifying us or the VISA Card Hotline of the misuse, loss or theft of the VISA Debit Card (or other device) or of the PIN (or code) becoming known to someone else. The account holder's liability will only extend to losses which occur between the time when the user became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified. (also see 8.5)

8.3 If, in cases not involving EFT Transactions, the VISA Debit Card or PIN are used without authority, you are liable for that use before notification to us or the VISA Card Hotline of the unauthorised use, up to your current daily withdrawal limit.

8.4 The account holder is liable for any loss if the security of the PIN has been breached, as per the

obligations set out in clauses 6.1 and 6.2 above: “Safeguarding your PIN”, or if the security of the VISA Debit Card has been breached as a result of non-compliance with the obligations set out in clauses 5.2, 9.4 and 9.5 below.

The account holder will be liable for actual losses resulting from unauthorised transactions caused by the user:

- engaging in fraud; or
- voluntarily disclosing any of their codes to anyone, including a family member or friend; or
- keeping a record of a PIN or other code:
 - or without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
 - or in a way that it could be lost or stolen with their card (in the case of a PIN) or any device to which the code relates; or
- keeping a record of a code:
 - or without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
 - or where more than one code is used, recording both/all codes in a way that they could be lost or stolen together; or
- writing their PIN on their card; or
- writing their code on the device to be used with that code; or
- selecting a code which represents their birth date, or being an alphabetical code which is a recognisable part of their name, after we have asked them not to select such a code and told them of the consequences of doing so; or
- leaving a card in an ATM (provided the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM);
or
- acting with extreme carelessness in failing to protect their codes.

8.5 When limited liability applies: There is limited holder liability for transactions made without the use of a pass code. i.e. Where a code or PIN was required to perform the unauthorised transaction and it is unclear whether the user contributed to the loss, you will be liable for the least of:

- a) \$150; or
- b) the balance of your linked account (including

any pre-arranged credit); or
c) the actual loss at the time we are notified (where relevant) that the VISA Debit Card has been misused, lost or stolen or that the security of the code or PIN has been breached or has become known to someone else (excluding that portion of the loss incurred on any day which exceeds any applicable daily transaction limit(s).

You will not be liable for losses resulting from an unauthorised electronic transaction made using your Visa Debit Card to the extent they exceed what the account holder's liability would have been had we exercised any rights we had under the relevant rules of Visa at the time you reported the unauthorised transaction to us against other parties to the Visa rules.

Notwithstanding anything else in these terms and conditions, for transactions governed by the ePayments Code, we do not deny a user's right to claim consequential damages resulting from a malfunction of a system or equipment provided by a party to a shared electronic payments network that you are entitled to use pursuant to these terms and conditions (such as a merchant or us) except where a user should reasonably have been aware that the system or equipment was unavailable or malfunctioning, in which case our liability for any loss arising from the equipment or system unavailability or malfunction is limited to:

- i) correcting any errors; and
- ii) refunding any fees or charges imposed on the user.

Liability for losses resulting from unauthorised transactions is determined under the relevant provisions of the ePayments Code where that Code applies, notwithstanding the provisions and obligations listed above. In addition, the account holder's liability is subject to the Bank proving on the balance of probability that the user contributed to the losses in one or more of the ways listed above.

If more than one code is required to perform a

transaction and we prove that a user breached the security requirements for one or more, but not all, of those codes, you will be liable under this clause only if we also prove, on the balance of probabilities, that the breach of the security requirements was more than 50% responsible for the losses.

8.6 You are NOT liable for any loss resulting from unauthorised transactions arising out of a lost, stolen, misused VISA Debit Card where it is clear that the user has not contributed to the loss. The account holder will not be liable for losses resulting from unauthorised transactions where:

- a) The transaction requires the use of a card or other device and/or code and happens after you have advised us, in accordance with these Terms and Conditions, that VISA Debit Card has been misused, lost or stolen or that the security of the PIN or CVV has been breached; or
- b) the transaction happens before any user received their VISA Debit Card or PIN, or replacement VISA Debit Card or PIN, and the transaction required the use of any such VISA Debit Card or PIN or code; or
- c) the loss relates to a VISA Debit Card or any component of a VISA Debit Card being forged, faulty, expired or cancelled; or
- d) the loss is caused by either fraudulent or negligent conduct of any of our staff or agents or an act of the staff or agents of any person or company involved in the EFT network, relating to a forged, faulty, expired or cancelled VISA Debit Card or PIN; or
- e) the same transaction has been incorrectly debited more than once to your account.
- f) that portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s);
- g) that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;
- h) that portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit);
- i) all losses incurred on any accounts which

- we had not agreed with you could be accessed using your VISA Debit Card;
- j) it is clear that you and your Nominee have not contributed to the loss;
 - k) the transaction exceeds the amount of your liability to us had we exercised our rights (if any) under the VISA Worldwide operating rules and regulations against other parties to those rules and regulations;
 - l) the transaction resulted from an unauthorised use of the VISA Debit Card or PIN:
 - (i) in relation to an EFT Transaction which requires PIN authorisation, before receipt of the PIN; or
 - (ii) in either case, after notification to us that the VISA Debit Card is being used without authority, that it has been lost or stolen, or that PIN security has been breached.
 - m) all losses incurred on any account which you had not agreed with us could be accessed using the VISA Debit Card and PIN.
 - n) the transactions are electronic transactions able to be made using an identifier without a code or device
 - o) the transactions are electronic transactions able to be made using a device and not a code, provided the account holder did not unreasonably delay in reporting the loss or theft of the device.
 - p) the transactions require the use of a card and happen after you have requested us to cancel the card and have either returned the card to us, or taken all reasonable steps to have the card returned to us (see clause 25 for card cancellation).

9. Your VISA Debit Card

9.1 A VISA Debit Card is ordinarily not available to persons under the age of 18, however there are the following exceptions:

- a) A person between 14-18 years old can apply for a BOS VISA Debit Card for their Student Savings or Student Transaction account as long as their guardian has provided written guarantee/ consent.
- b) For persons between 16-18 years of age, the parent or guardian, may apply for a BOS VISA

Debit Card for the person between 16-18 years of age (as an Additional Cardholder to an account held in the parent or guardians' name).

The account holder is responsible to Bank of Sydney for the operation of the BOS VISA Debit Card by the Additional Cardholder. BOS does not impose any joint or several liability on the person between 16-18 years of age as an Additional Cardholder.

Where an authorised additional VISA Debit Cardholder does not comply with these terms and conditions the account holder will be liable to Bank of Sydney.

9.2 The VISA Debit Card remains the property of the Bank.

9.3 The issue of a VISA Debit Card is for use on your Bank of Sydney VISA Debit Card Account.

9.4 You must sign your VISA Debit Card as soon as you receive it.

9.5 You must not authorise or allow any other person to use your VISA Debit Card.

9.6 Any new VISA Debit Card issued to you will be subject to these Terms and Conditions.

9.7 Use of your VISA Debit Card and/or Account through an electronic banking facility is subject to the Terms and Conditions of the electronic banking facility and where there is a discrepancy or conflict these Terms and Conditions and the electronic banking facility Terms and Conditions, the electronic banking facility Terms and Conditions apply.

9.8 Your Account will be debited and you agree to pay to the Bank for:

- a) Each purchase made with your VISA Debit Card;
- b) Each cash withdrawal; and
- c) Any applicable fees and charges payable under these Terms and Conditions and the Bank of Sydney Fees and Charges PDS.

10. The Bank's rights in regards to your VISA Debit Card

10.1 We will debit the account linked to your VISA Debit Card with any charges for the issue, use, renewal or replacement of a VISA Debit Card and PIN (as well as any activity or general fees and charges applying to the account). Please refer to the Fees and Charges PDS.

10.2 Any other of your accounts with us may be debited if there are insufficient funds in your linked account.

10.3 If the VISA Debit Card is issued on a joint account, each party to that account is jointly and severally liable for all transactions on the VISA Debit Card.

10.4 You agree that you will promptly notify us of any change of address for the mailing of any notifications which we are required to send to you. We may post all statements and notices to you at your registered address as provided for in our records.

10.5 We reserve the right to cancel any VISA Debit Card issued on your account at any time without notice to you for any reason we may see fit. We will endeavour to notify you at the earliest possible time after this action has been performed. This action may be performed for reasons including but not limiting:

- a) We reasonably consider that your VISA Debit Card was received in a fraudulent manner.
- b) We believe, through the use of the VISA Debit Card that you or the bank may be incurring a loss.
- c) All accounts the VISA Debit Card may be linked to are inactive or have been closed.

10.6 When the bank gives you notice of cancellation of the VISA Debit Card you must destroy or return the VISA Debit Card to the Bank.

10.7 The Bank, at any time and at its absolute discretion, may refuse to receive and execute any instructions and/or provide any information and/or provide any service to you.

10.8 We will also take all reasonable steps to ensure that the account information that we supply to you through electronic equipment is correct and updated regularly, however the bank will not be responsible for any loss suffered by the account holder where information is

inaccurate.

10.9 Use of your VISA Debit Card in accordance with clause 10.7 may result in the use of your VISA Debit Card being temporarily blocked.

11. Your rights in regards to your VISA Debit Card

11.1 You will not be liable for any loss resulting from an unauthorised transaction where:

- a) The loss arises from an unprocessed or incorrectly processed transaction due to our system or equipment malfunctioning; or
- b) Any circumstance set out in clause 8.6 above.

11.2 If an EFT Terminal is malfunctioning and you or your Nominee should have been aware that the EFT Terminal was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your Linked Account and refunding to you any charges or fees imposed on you as a result.

- 11.3 a) You may cancel your VISA Debit Card at any time in writing or in person or by calling 1300 BANKING (1300 2265 464); and
- b) You will remain liable for any transaction using your VISA Debit Card or Account details prior to the Account being closed. This may include the period whilst waiting for previous transactions to clear.

12. Fees and Charges

12.1 These Terms and Conditions must be read together with the Fees and Charges PDS which sets out the applicable fees and charges relating to the Account. This includes items such as:

- a) Application fees and charges;
- b) Method of calculation of interest;
- c) Frequency of when interest will be credited;
- d) When liability for fees and charges will arise; and
- e) Events giving rise to liability for fees and charges.

12.2 Information on current interest rates and standard fees and charges applicable to the Account are available on request.

13. Withdrawal & Transaction Limits

13.1 Unless you have made arrangements with us for an increased limit, your daily limits per VISA Debit Card are as follows:

Adults:

- ATM withdrawal limit of AUD \$1,000; and
- Daily purchase limit of AUD \$3,000.

This means you can use your BOS VISA Debit Card to withdraw a combined total of AUD \$4,000 per day from the account to which it is linked, provided your account contains sufficient funds.

Student Transaction & Savings Accounts:

- ATM withdrawal limit of AUD \$250; and
- Daily purchase limit of AUD \$500.

This means you can use your BOS VISA Debit Card to withdraw a combined total of AUD \$750 per day from the account to which it is linked, provided your account contains sufficient funds.

- Other limits apply for Visa Debit Card using payWave (see section 14.13).
- Merchants or other providers may impose additional limits.

13.2 You agree that the VISA Debit Card will not be used to:

- a) overdraw any of your Linked Account; or
- b) exceed the unused portion of your credit limit under any prearranged credit facility such as line of credit or overdraft.

13.3 If clause 13.2 is breached, we may:

- a) dishonour any payment instruction given; and
- b) charge you an administrative fee as advised to you from time to time.

13.4 We may at any time limit the amount of an EFT Transaction if this is required for security or credit risk purposes. We will advise you of any such daily or periodic transaction limits. We will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such refusal.

13.5 You acknowledge that third party organisations including Merchants may impose additional

restrictions on the amount of funds that may be withdrawn, paid or transferred.

NOTE: In the event of a system failure, this daily withdrawal may be reduced or restricted.

14. Using Your VISA Debit Card

14.1 All purchases and cash withdrawals made through the VISA Debit Card are limited to the available balance of your Account.

14.2 We do not take responsibility for any merchant or terminal that rejects the use of the VISA Debit Card, or imposes restrictions on the VISA DebitCard in addition to those stated in these Terms & Conditions.

14.3 You must check that the correct amounts are entered in the electronic equipment before you authorise the transaction.

14.4 You agree that the amount shown on a sales voucher is sufficient evidence of the purchase

14.5 You must resolve any disputes with the retailer about incorrect charging or supply of goods and services.

14.6 You agree that a VISA Debit Card transaction is an unchangeable authorisation by you to the Bank to process the transaction and cannot be changed, altered or stopped.

14.7 You must not use your VISA Debit Card for any unlawful purpose.

14.8 The merchant must provide you with a receipt for the transaction if you request.

14.9 The VISA Debit Card may only be used to perform transactions on your Linked Account. We will advise you of the account, including any credit facility, which you may link to the VISA Debit Card.

14.10 We will debit your Linked Account with the value of all transactions, including sales and cash advance vouchers arising from the use of the VISA Debit Card (including all mail or telephone orders placed by quoting the VISA Debit Card number) and all other EFT Transactions.

14.11 Transactions will not necessarily be processed to your Linked Account on the same day.

14.12 Any authorised periodical debits made from your VISA Debit Card number must be cancelled by you directly contacting the merchant.

14.13 If you have been issued with a Visa Debit Card with payWave (which is identifiable by the payWave logo), you will be able to make faster purchases. Instead of swiping your card as you always have in order to make the payment, you will have the option of being able to tap your Visa Debit Card against the contactless reader if you agree that the transaction amount is correct.

Transaction limit per purchase is AUD \$100.00. If your purchase is over AUD \$100.00, you'll still need to sign or enter a PIN.

Transaction limit per day on the total amount of purchases using payWave is AUD \$300.00

A cash withdrawal cannot be made using a card at a contactless reader.

Payments using the payWave functionality can only be made at a participating merchant outlet. The merchant or other person may impose their own restrictions on a purchase using a contactless reader. Bank of Sydney has no control over whether a merchant will accept this form of contactless purchase.

The Visa and Bank of Sydney security systems continue to protect you from unauthorised transactions. The same conditions apply to payWave transactions as your other Visa Debit Card transactions.

14.14 The Bank has implemented a policy not to authorise card payments on certain gambling sites and merchants. Therefore, Bank of Sydney Cards are not operational on certain online gambling websites or merchants.

14.15 **Bank of Sydney Android App**

The Bank of Sydney (BOS) App is designed for compatible Android devices, offering a fast, simple and convenient mobile banking experience.

If you are a BOS app user with an Android device you can use 'PayWave*' to make contactless payments at merchants with compatible terminals.

*Using PayWave through your device

PayWave allows you to use your device e.g. phone,

to make payments at merchants that accept contactless transactions.

For PayWave supported devices, the BOS App will provide the following:

- ability to establish PayWave directly on your device and select a BOS approved Visa Debit or Visa Credit Card where payments will be linked;
- ability to pay directly using your device; and
- once PayWave is established on your device, ability to turn it on and off (from within the App as required).

By downloading the Bank of Sydney Android App you agree to all the Terms and Conditions governing the use of your Visa Debit card account.

14.16 Digital Wallet

These terms apply to the use by you of a Card in a Digital Wallet. By registering a Card in a Digital Wallet you agree to these terms.

Account or Cardholder Terms and Conditions

- The Terms and Conditions of your Card/Account apply to any use by you of your Card in a Digital Wallet.
- To the extent of any discrepancy, the Terms and Conditions of the Card/Account take precedence over these terms.
- You may also have additional terms issued by your Digital Wallet Provider or your telecommunications service provider which you are required to comply with.

Your Responsibilities to Keep Your Card Secure and Notify Us of Errors or Fraud

- You agree to protect and keep confidential your User ID, phone lock passcode, passwords, and all other information required for you to make purchases with your Card using the Digital Wallet.
- Always protect your passcode by using a unique number or pattern that is not obvious or can be easily guessed. Take precautions when using your Digital Wallet. Try to memorise your passcode or carefully disguise it. Never keep a record of your passcode with your device, on your device or computer, or tell anyone your passcode.
- If your device has been lost or stolen, or

you believe your security credentials have been compromised, you must report this to us immediately. Your existing Terms and Conditions for your Card/Account require you to contact us immediately if you believe there are errors or if you suspect fraud with your Card. This includes any fraud associated with a Digital Wallet.

- We will not be liable for any losses you incur except as specifically described in the Terms and Conditions for your Card/Account or as otherwise provided by law.

Using a Digital Wallet

- Registration of the Card into a Digital Wallet is subject to us identifying and verifying you, and is at the discretion of Bank of Sydney.
- Bank of Sydney does not make any guarantees that the Digital Wallet will be accepted at all merchants.
- Bank of Sydney is not the provider of the Digital Wallet and is not responsible for its use and function. You should contact the Digital Wallet Provider's customer service if you have questions concerning how to use the Digital Wallet or problems with the Digital Wallet.
- We are not liable for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept the Digital Wallet.
- We are not responsible if there is a security breach affecting any information stored in the Digital Wallet or sent from the Digital Wallet. This is the responsibility of the Digital Wallet provider.

Applicable Fees

- There are no transaction fees for using your Card in a Digital Wallet.
- All applicable account fees still apply.
- There may be charges from your telecommunications provider.

Suspension or Removal of a Card from a Digital Wallet by us

- We can block you from adding an otherwise eligible Card to the Digital Wallet, suspend your ability to use a Card to make purchases using the Digital Wallet, or cancel entirely your ability to continue to use a Card in the Digital Wallet. We may take these actions at any time and for any reason, such as if we suspect fraud with your Card, if you have an overdue or negative balance on your Card account, if applica-

ble laws change or if directed to do so by the Digital Wallet Provider or the applicable card scheme.

- We may also cease supporting the use of Cards in Digital Wallets at any time.

Suspension or Removal of a Card from a Digital Wallet by you

- You may remove a Card from the Digital Wallet by following the Digital Wallet Provider's procedures for removal.

Devices with same Digital Wallet provider Account

- If you add a Card to one of your Devices and have other Devices sharing the same account ("Other Devices"), this may permit the Card to be added to the Other Devices and permit users of the Other Devices to see Card information. Please contact your Digital Wallet provider for more information.

Your information

- You agree that we may exchange information about you with the Digital Wallet Provider and the applicable card scheme (such as Visa) to facilitate any purchase you initiate using a Card registered in a Digital Wallet.

- By registering your Card in a Digital Wallet, you are providing consent for your information to be shared with these parties.

- We may also share your information to make available to you in the Digital Wallet information about your Card transactions, or to assist the Digital Wallet Provider in improving the Digital Wallet. We are not responsible for any loss, injury or other harm you suffer in connection with the Digital Wallet Provider's use of your information.

You Agree to Allow Us to Contact You Electronically

- You acknowledge that we may contact you electronically (for example via sms, email, notifications in app), and that this is considered written notice for the purpose of these terms.

We May Amend these Terms at Any Time

- We may amend these Terms at any time without prior notice.
- We will notify you of any changes to these Terms using the following methods:
 - o By electronic communications;
 - and/or

- o By letter.

Note: You may withdraw your consent to receive electronic communications at any time and change back to receiving paper notices by notifying us on 1300 BANKING (1300 2265 464) or attending one of our branches.

- You agree to any such amendments by continuing to keep a Card in the Digital Wallet.

15. Using your VISA Debit Card Outside of Australia

15.1 All transactions made overseas on the VISA Debit Card are subject to fees and charges. Please refer to Fees and Charges PDS.

15.2 All transactions made overseas on the VISA Debit Card will be converted into Australian currency by VISA Worldwide, and calculated at a wholesale market rate selected by VISA from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which VISA processes the transaction).

15.3 Some overseas Merchants and EFT Terminals charge a surcharge for making an EFT Transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.

15.4 Some overseas Merchants and EFT Terminals allow the VISA Debit Cardholder the option to convert the value of the transaction into Australian dollars at the point of sale, also known as Dynamic Currency Conversion. Once you have confirmed the transaction you will not be able to dispute the exchange rate applied.

15.5 Before travelling overseas, you or your Nominee should consult us to obtain the VISA Card Hotline number for your country of destination.

15.6 You must comply with all applicable exchange control and tax laws governing the use of the VISA Debit Card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence

of a failure to comply with them.

16. Verified by VISA

16.1 Verified by VISA is an online service designed to make internet transactions safer at participating merchants through the authentication of the VISA Debit Cardholder's identity at the time of purchase. VISA Debit Cards are automatically registered for this free service.

16.2

- a) Each time you make an online purchase with a participating merchant, the Verified by VISA program assesses the risk level of the transaction.
- b) If certain activity seems out of the ordinary you may be asked to confirm some personal details before transactions will be allowed to proceed.

17. Regular Payment Arrangements

17.1 You should maintain a record of any Regular Payment Arrangement that you have entered into with any Merchant.

17.2 To change or cancel any Regular Payment Arrangement you should contact the Merchant or us in writing, at least 15 days prior to the next scheduled payment. If possible you should retain a copy of this change/cancellation request.

17.3 Should your VISA Debit Card Details be changed (for example if your Visa Debit Card was lost, stolen or expired and has been replaced) then you must request the Merchant to change the details of your existing Regular Payment Arrangement to ensure payments under that arrangement continue. If you fail to do so your Regular Payment Arrangement may not be honoured, or the Merchant may stop providing the goods and or services.

17.4 Should your Visa Debit Card or Linked Account be closed for any reason, you should immediately contact the Merchant to change or cancel your Regular Payment Arrangement, as the Merchant may stop providing the goods and/or services.

18. Obtaining Account Information

18.1 You can obtain account information by visiting

any of our branches in Australia.

18.2 We will give you statements at least every 6 months for any accounts, which you have accessed through electronic equipment. Statements are also available on request. (Fees Apply)

18.3 All transaction records issued by the electronic equipment should be retained to allow you to verify statement entries. All entries should be confirmed for accuracy once you receive your statement.

18.4 If you need to dispute any transaction appearing on your statement you must do so immediately.

18.5 The date that appears on the transaction record may vary from the date that appears on your account statement. This occurs because transactions completed on a specific day may be held over to be processed on the next business day.

18.6 Where both joint account holders live at the same address, you agree that only one statement for that account will be sent to that address.

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

19. Authorised Users

19.1 The Account holder irrevocably authorises the Bank to accept any instructions by the User.

19.2 You hereby declare, accept and warrant that you are liable for any transaction by a User unless notice has been given to the Bank in writing, in person, or by telephone on 1300 BANKING (1300 2265 464).

19.3 Any transaction effected by an Authorised User will be treated as a transaction which is authorised by the Account holder irrespective of whether the Account holder consented to the transaction.

20. Additional VISA Debit Cards

20.1 You may authorise, if we agree, to issue an additional VISA Debit Card to your

Nominee provided this person is over the age of 18 (or over the age of 16 with the parent/guardians consent).

20.2 You will be liable for all transactions carried out by your Nominee on the VISA Debit Card.

20.3 We will give each Nominee a PIN.

20.4 Your Nominee's use of the VISA Debit Card and PIN is governed by the Terms & Conditions for VISA Debit Cards.

20.5 You must ensure that each Nominee protects their VISA Debit Card and PIN in the same way as these Conditions of Use require you to protect your VISA Debit Card and PIN.

21. Disputed Transactions

If you believe an EFT Transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors, IMMEDIATELY notify us in any of the following ways:

Phone: 1300 BANKING (1300 2265 464)
between 9.30am - 5.00pm Monday to Friday
Fax: + 61 2 9283 7723
Mail: Bank of Sydney Ltd
GPO Box 4288
SYDNEY NSW 2001

21.1 You must complete a 'VISA Debit Card Transaction Dispute' form applicable for your relevant state.

(These are available at any BOS branch by calling 1300 888 700 or by visiting our website at www.bank.syd.com.au)

21.2 We will investigate your complaint, and if we are unable to settle your complaint immediately to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 Days of receipt from you of the details of your complaint we will:

- a) complete our investigation and advise you in writing of the results of our investigation; or
- b) advise you in writing that we require further time to complete our investigation.

We will complete our investigation within 45 Days of receiving your complaint, unless there are exceptional circumstances.

21.3 If we are unable to resolve your complaint within 45 Days, we will let you know the reasons for the delay and provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.

21.4 If we find that an error was made, we will make the appropriate adjustments to your Linked Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

21.5 If we decide that you are liable for all or any part of a loss arising out of unauthorised use of the VISA Debit Card or PIN, we will:

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

21.6 When we advise you of the outcome of our investigations, we will notify you in writing of the reasons for our decision by reference to these Terms and Conditions and the ePayments Code (where applicable) and advise you of any adjustments we have made to your Linked Account. If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact our appointed dispute resolution centre, which is the Australian Financial Complaints Authority (AFCA) after you have received an unsatisfactory resolution by the bank and the bank cannot assist you further.

The AFCA contact details are:

GPO Box 3
Melbourne VIC 3001
Toll Free Call: 1800 931 678
Website: www.afca.org.au

21.7 CHARGEBACK RIGHTS are set by the VISA Card Scheme and may apply where the “credit” option is used when a transaction is made at an EFTPOS terminal. This is a dispute resolution process set by the VISA Card Scheme. The Bank’s

ability to investigate a disputed transaction on your VISA Debit Card and claim a refund in connection with it is restricted by the time limits imposed under the VISA Card Scheme Operation Rule.

You should report a disputed transaction to us as soon as possible (so that we may reasonably ask for a chargeback where such a right exists).

Note: Time limitations may not apply in circumstances where the ePayments Code applies.

While your dispute is being investigated by the Bank, the amount of the transaction in dispute will be withheld against your VISA Debit Card until the dispute is resolved.

WARNING:

The ability to dispute a transaction may be lost if it is not reported within the timeframes we specify or describe. To avoid losing any rights tell us within 30 days after the date of the statement which shows the transaction and provide us with any information we ask for to support your request.

Where it can be shown that you have unreasonably delayed in reporting any disputed transaction to the Bank for which a chargeback right exists you will be liable for the loss on that transaction.

If you have disputed a card transaction with us within the required timeframe, we will, in relation to the card transaction (including an unauthorised payment debited to your card account pursuant to a recurring payment arrangement):

- a) Claim a chargeback right, where one exists, for the most appropriate reason; and**
- b) Not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with the VISA Card Scheme Rules.**

22. When you need to Cancel or Block an

Additional User's VISA Debit Card and/or access.

22.1 If you wish to cancel a VISA Debit Card issued to an additional user you must visit one of our branches and destroy the additional VISA Debit Card. Alternatively, you may place a temporary block on the other user's VISA Debit Card that will restrict their access to your account.

22.2 However, unless the other user's VISA Debit Card is destroyed, the cancellation or block will not be fully effective. If any transactions are made by that other user with the VISA Debit Card you will be held liable.

22.3 If the account holder wishes to withdraw or restrict the services offered by Bank of Sydney to an additional user, the account holder must give written instructions to the bank.

23. Exclusions of Warranties and Representations

23.1 We do not warrant that Merchants displaying VISA signs or promotional material will accept the VISA Debit Card in payment for goods and services. You should always enquire beforehand before selecting goods or services.

23.2 We do not accept any responsibility should a Merchant, bank or other institution displaying VISA signs or promotional material, refuse to accept or honour the VISA Debit Card. We do not warrant that EFT Terminals displaying VISA signs or promotional material will accept the VISA Debit Card.

23.3 We are not responsible for any defects in the goods and services acquired by you through the use of the VISA Debit Card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or Merchant of those goods and services.

a) Where you have authorised a Merchant to transact on the account by providing your VISA Debit Card number or using your VISA Debit Card to make a purchase you may be entitled to reverse (chargeback) the transaction where you have a dispute with the Merchant. For example you may be entitled to reverse a transaction where the

Merchant has not provided you with the goods or services you paid for and you have tried to get a refund from the merchant and were unsuccessful.

b) Please note we are not able to reverse (chargeback) direct debit transactions set up using your default deposit account number and branch number (BSB).

c) To avoid losing any rights you may have for transactions other than unauthorised EFT Transactions you should:

- tell us within 30 days after the date of the statement which shows the transaction; and
- provide us with any information we ask for to support your request.

24. Renewal of the VISA Debit Card

24.1 Unless you are in breach of these Conditions of Use or we deem otherwise for the security of the EFT System or individual accounts, we will automatically provide you and your Nominee with a replacement VISA Debit Card before the expiry date of the current VISA Debit Card or additional VISA Debit Card.

24.2 If you do not wish to receive a replacement VISA Debit Card, either for yourself or for your Nominee, you must notify us before the expiration date of the current VISA Debit Card. You must give us at least 30 Days written notice beforehand to arrange cancellation of the issue of a replacement VISA Debit Card.

25. Cancellation and Return of the VISA Debit Card

25.1 The VISA Debit Card will always remain the property of BOS.

25.2 We can immediately cancel the VISA Debit Card and demand its return at any time for security reasons.

25.3 We may, at any time, cancel the VISA Debit Card for any reason.

25.4 You may cancel your VISA Debit Card or any

VISA Debit Card issued to your Nominee at any time by giving us written notice.

25.5 If you or we cancel the VISA Debit Card issued to you, any VISA Debit Card issued to your Nominee(s) will also be cancelled.

25.6 You will be liable for any transactions you or your Nominee make using the VISA Debit Card before the VISA Debit Card is cancelled but which are not posted to your Linked Account until after cancellation of the VISA Debit Card.

25.7 You must return your VISA Debit Card and any VISA Debit Card issued to your Nominee to us when:

- a) we notify you that the VISA Debit Card has been cancelled;
- b) you close your Linked Account;
- c) you cease to be a customer of BOS;
- d) you cancel your VISA Debit Card, any VISA Debit Card issued to your Nominee, or both;
- e) you alter the authorities governing the use of your Linked Account unless we agree otherwise.

25.8 You must not use the VISA Debit Card or allow your Nominee to use the VISA Debit Card:

- a) before the valid date or after the expiration date shown on the face of the VISA Debit Card;
- b) after the VISA Debit Card has been cancelled.

25.9 You will continue to be liable to reimburse us for any indebtedness incurred through such use whether or not you have closed your Linked Account at BOS.

26. Notice of Variations to the Terms and Conditions

26.1 Bank of Sydney (BOS) may make changes from time to time to the features of any product or service contained in this PDS, your account or your account access channels. The table below sets out how and when BOS will notify you of the changes. Advance notice may not be given where a change has to be made to restore or maintain the security of our systems or of individual accounts.

Provided you have agreed to us doing so, where it is specified that changes may be notified electronically this includes electronic communication to your nominated electronic address i.e. email or making particulars of changes available at our website and or sending to your nominated electronic address a notification that the changes can be viewed retrieved from the BOS website www.banksyd.com.au

BOS may make the following changes:

If we...	Notice period	Method of notice
Introduce a new fee or increase an existing fee for performing electronic transaction, or issuing or replacing a device used to conduct electronic transactions e.g. code, card or token.	20 Days in advance	In writing, or electronically

<p>-Introduce any other type of new fee or increase an existing fee or charge (other than a government charge); or</p> <p>-Any other change to a term or condition; or</p> <p>-Change to the minimum monthly balance required to waive the monthly account keeping fee.</p>	<p>30 days in advance</p>	<p>In writing or electronically or by advertisement in the media.</p>
<p>Government charges</p>	<p>In advance of the change, or as soon as practicable afterwards, unless the charge has been publicised by a government or representative body.</p>	<p>In writing or electronically or by advertisement in the media.</p>

Changes to limits on electronic transactions, electronic equipment or facility including VISA Debit Card and 'Pay Anyone' transactions	20 Days in advance	In writing, or electronically
Changes increasing your liability for electronic transactions	20 Days in advance	In writing, or electronically
Change the method by which interest is calculated or the balance tiers or the frequency with which interest is debited or credited	30 Days in advance	In writing, or electronically

Change the interest rate	No later than the day of change (Except where the government has already publicised the introduction or variation or if the interest rate is linked to money market rates or some other external reference rate, changes to which we cannot notify you of in advance).	In writing or electronically or by advertisement in the media.
Any other change to a term or condition	Prior to the day of change	In writing, electronically or by advertisement in the media

* When the VISA Debit Card is used after notification of any such changes, you accept those changes and use of the VISA Debit Card shall be subject to those changes.

27. Privacy

We comply with the the Privacy Act 1988 (Cth). Further information on our Privacy Policy, which sets out our policies regarding the management of personal information, is available in our Deposit, Savings & Transaction Accounts PDS and online at: www.banksyd.com.au.

28. Governing Law

The Terms and Conditions and the transactions covered by these Terms and Conditions are governed by the law in force in New South Wales and you agree to submit to the non-exclusive jurisdiction of these courts.

29. Definition of Words

(The reference in this document to the singular includes the plural and vice versa).

ATM

means Automatic Teller Machine

Account Access Service

means a service for the purposes of:

- i) the user providing a PIN/s to a service provider to enable the service provider or another person to access accounts
- ii) the user storing or recording a PIN/s in a manner required by the service provider to facilitate access to an account.

Access Method

means a method Bank of Sydney makes available to users, for them to give us instructions.

Account

means an account maintained by a subscriber that belongs to an identifiable holder who is a customer of the subscriber

Account holder

means the person who has signed the present application which has been accepted by the Bank for the use, by you, of the services offered by BOS eBank from time to time.

Authorised User

means the person authorised by the Account Holder to use any of the services offered on the Bank of Sydney VISA Debit Card.

Business Hours

means Monday to Friday (excluding public holidays),

between the hours of 9:00am (A.E.S.T) and 5:00pm (A.E.S.T).

Card Details

means the information provided on the VISA Debit Card and includes, but is not limited to, the VISA Debit Card number, CVV and expiry date.

CVV

stands for 'Card Verification Number'. It is the 3 digit number printed on the back of your VISA Debit Card.

Device

means any physical instrument given to a user that is used to perform a transaction to which the Code applies. Examples include:

- ATM, debit card or credit card
- token issued by a subscriber that generates a pass code
- contactless device

EFT account

means an account maintained by us which belongs to an identifiable account holder who is a customer of ours and from or to which we permit a user to initiate an EFT transaction.

ePayments Code

ePayments Code (effective 20 March 2013) replaces the Electronic Funds Transfer Code of Conduct of 2002 (EFT Code). The ePayments Code regulates consumer electronic payments including ATM, EFTPOS, debit and credit card transactions, online payments, Internet banking and BPAY®.

** BPAY® is a registered trademark of BPAY Pty Ltd ABN 69 079 137 518.*

EFTPOS

means Electronic Funds Transfer at Point Of Sale. This retail facility allows you to debit the cost of your purchases to selected BOS accounts.

EFT Terminal

means the electronic equipment, electronic system,

communications system or software controlled or provided by or on behalf of BOS or any third party for use with a VISA Debit Card and PIN to conduct an EFT Transaction and includes, but is not limited to, an automatic teller machine or point of sale terminal.

Electronic transactions
means payment, funds transfer, and cash withdrawal transactions that are initiated on your account using electronic equipment and not intended to be authenticated by comparing a manual signature with a specimen signature.

Facility
means an arrangement through which a person can perform transactions (e.g. an account facility or pre paid facility)

Holder
means an individual in whose name a facility has been established, or to whom a facility has been issued (compare with User below)

Identifier
means information that a user knows and must provide to perform an electronic transaction but is not required to keep secret.

Merchant
means a retailer or any other provider of goods and services

Nominee
means any person nominated by you to whom we have issued an additional VISA Debit Card to access your Linked Account.

Pass code
means a password or code that the user must keep secret and which may be required to authenticate a user. A pass code may consist of numbers, letters, a

combination of both, or a phrase.

Examples include:

- Personal Identification Number (PIN)
- internet banking password
- code generated by a security token

payWave

means the functionality on specific Visa Debit Cards that enables you to make small value purchases at participating merchant outlets without having to sign or enter your PIN.

PIN

means a Personal Identification Number used in conjunction with a VISA Debit Card which:

- is known to a user and is intended to be known only to the user or only to the user and us;
- we require the user to keep secret; and
- the user must provide (in any manner which we approve) to or through electronic equipment in order to access an EFT account.

Subscriber

means an entity that has subscribed to the E-Payments Code.

Transaction

means an EFT transaction, or a transaction processed with a manual signature.

User

means a holder (see Holder), or an individual who is authorised by a subscriber and a holder, to perform transactions using a facility issued to the holder. (e.g. the Account Holder and/or Authorised User and/or Designated User.)

We, Us, Our, BOS and the Bank

means Bank of Sydney Ltd ABN 44 093 488 629 (AFSL 243444 and Australian Credit Licence Number 243444), its subsidiaries, successors and

or assigns, or belonging to Bank of Sydney Ltd
ABN 44 093 488 629 (ASFL 243444 and Australian
Credit Licence Number 243444), its subsidiaries,
successors and/or assigns.

You and Your

means the account holder and/or the User

Call us on 1300 BANKING (1300 2265 464)

Visit our website www.banksyd.com.au

Email us at info@banksyd.com.au

Bank of Sydney Ltd

ABN 44 093 488 629

AFSL & Australian Credit Licence Number 243 444

