

Effective 26 October 2020

Conditions of Use Hume Value, Clear and Business credit cards

These Conditions of Use form part of and should be read with the letter of offer signed by us.

These Conditions of Use together with the letter of offer form the contract between you and us in relation to your card. Please see page 32 for definitions of words and terms used in this agreement.

These Conditions of Use do not contain all of the terms and conditions of your credit card contract or all of the information we must give to you before you enter into a contract with us. The rest of the terms and conditions and the information we must give you are in the letter of offer.

This document contains important information and sets out the rules governing the operation of your card account and your rights and obligations in using your card (including linking your card to a Digital Wallet).

You should retain this booklet for future reference.

It is very important that you read and understand the agreement between us. Please contact us if you do not understand or are unsure about any aspect of the agreement.

We will treat activation or first use of a card or your card account as acceptance by you of these Conditions of Use.

If you do not agree to the terms and conditions in these Conditions of Use and the letter of offer:

- > Do not activate your card ;
- > Do not use your card account or link your card to a Digital Wallet;
- > Cut your card (and any additional cards) in half through the magnetic strip and chip and return them to us immediately;
- > Destroy your PIN advice; and
- > Contact us immediately to advise us by calling 1300 004 863.

Security

The security of your card(s) is very important. Further information on each Cardholder or Additional Cardholder's obligations to secure their card is provided in conditions

12 & 13. If your card is lost or stolen please report it immediately by phoning 1800 252 730.

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Conditions of Use

1. Interest

1.1 Our letter of offer sets out the initial annual percentage rates that we will use to calculate the interest charges that apply to the card account. We may change these rates at any time without your consent. We will notify you of any changes we make to the annual percentage rates.

Each statement also sets out the annual percentage rates that apply during the statement period.

1.2

- (a) Where interest is payable, we calculate interest daily on each card account by multiplying the relevant parts of the daily balance by the daily percentage rates appropriate to the transaction at the end of each day. The relevant parts of the daily balance may vary depending on whether an interest free period applies. Interest is calculated from the posting date on all debits to the card account, otherwise it is the effective date.
- (b) If a transaction occurs in a prior statement period but is not posted to the card account until the next period, the effective date of the transaction will not be backdated further than the commencement of the statement period in which it is posted.

1.3 Interest free days

- (a) If you pay the closing balance of your card account on each statement by the due date we will not charge interest on purchases, balance transfers or fees and charges.
- (b) If there is no outstanding balance on the card account, the interest free period for purchases, balance transfers or fees and charges starts on the date of posting or the effective dating and ends on the due date for payment of the closing balance on that statement. The maximum length of the interest free period for a purchase is 55 days.
- (c) If you do not pay the closing balance of each statement by the due date, the interest free period stops from the end of that due date and interest will be applied on all balances posted or effective dated to the card account.
- (d) There are no interest free days for cash advances obtained using a card or charged to your card account, or for cash advance interest components (refer to the definitions section of these Conditions of Use for details of cash advance interest components).

- 1.4 Interest charges will be debited to your card account on the fifteenth day of each month.
- 1.5 No interest is payable to you if your card account is in credit.
- 1.6 If a default rate of interest is specified in the letter of offer, the following applies:
 - (a) If you do not make a payment when due, you must pay us interest at the default rate on the overdue amount.
 - (b) We will calculate default interest on a daily basis by multiplying the overdue amount by the default rate divided by 365.
 - (c) We will debit default interest on the last day of each month.

2. Payments

- 2.1 In relation to each statement, you must:
 - (a) immediately pay to us any amounts shown as overdue or overlimit; and
 - (b) by the payment due date shown on the statement, pay us the minimum payment.
You may also pay more than the above if you wish, up to the full amount of the closing balance.
- 2.2 The minimum payment means 3% of the closing balance as shown on your statement or \$10.00, whichever is the greater or, if your closing balance is less than \$10.00, your closing balance. If you hold a Hume Business Credit Card a minimum payment is due and must be made separately for each card.
- 2.3 A reversal or refund of charges to your card account is not a payment to your account.
- 2.4 All payments to us must be made in Australian currency.
- 2.5 Payments can be made in any of the following ways:
 - (a) by depositing cash or a cheque to your card account at any branch;
 - (b) by sending us a cheque drawn on a bank account held at any Australian financial institution to the address shown on your statement;
 - (c) by an electronic funds transfer; or
 - (d) otherwise as provided on your statement.

3. Processing transactions and payments

- 3.1 We will process transactions on the date that they are received by us and process them to your card account (the date of posting). This may differ from the effective date of the transaction
- 3.2 In the ordinary course of business, payments and other credits to your card account will generally be treated in the following way:

- (a) cash payments to your card account made at one of our branches will be credited to your card account on that day;
- (b) cheque payments are only effective once cleared, but once cleared will be credited from the date of receipt by us;
- (c) payments received electronically are effective the date they are processed into the payments system by the paying institution

3.3 Unless otherwise agreed, all payments made to the card account will be applied first to each of the following items in the closing balance in the following order, and then to any remaining outstanding balance in the same order:

- > cash advance interest components;
- > cash advances statemented;
- > purchase interest components;
- > purchases statemented (including balance transfers);
- > government charges, fees;
- > cash advances;
- > purchases.

4. Regular Payments from a debit or credit card

A Regular Payment is one where you authorise a merchant (such as a retailer or insurer) to debit your card account at regular intervals (eg. monthly). For example, you might agree that your local gym can charge your monthly membership to your card account.

Regular Payments like this can be useful as they help you make your payments on time and avoid late payment fees as they are processed automatically

4.1 You should keep a record of any “Regular Payment Arrangements” you enter into with a merchant and any correspondence you have with the merchant.

4.2 To either change or cancel any Regular Payment Arrangement you should contact the merchant at least 15 days prior to the next scheduled payment. Until you cancel the Regular Payment Arrangement, we must process the merchant’s request to debit your account if possible you should retain a copy of your change/cancellation request. Should the merchant fail to act in accordance with these instructions you may have rights to dispute any incorrectly charged payments.

4.3 Any dispute, including the failure of the merchant to act on

a change in details, should be taken up with the merchant in the first instance.

- 4.4 Should your card number be changed i.e. as a result of a lost or stolen card, you must also 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.
- 4.5 If you or we close your card account, or your account details change, it is your responsibility to contact the merchant to alter your Regular Payment Arrangement as the merchant may stop providing the goods and/ or services if payments are no longer received.

5. Fees and charges

- 5.1 You agree to pay us:
- (a) all fees and charges set out in the letter of offer as varied by us from time to time in accordance with these Conditions of Use; and
 - (b) all government taxes, rates and other charges incurred in respect of any transactions on your card account.
- 5.2 You authorise us to debit those fees and charges to your card account as set out in the letter of offer.
- 5.3 All fees and charges are non-refundable.

6. Statements

- 6.1 We will give you a statement for your card account every month (unless the law provides that we do not have to).
- 6.2 You may request a statement of account at any time; we may, however, charge a fee for providing a duplicate or additional statement.
- 6.3 You should check all entries on your statement carefully and notify us promptly of any apparent error or unauthorised transaction. Please see Condition 17 for details of how delays in notifying us may affect your liability for unauthorised transactions.

7. Activating your card account

- 7.1 You must sign the signature panel on the reverse of the card immediately upon receiving it. You must ensure that any additional cardholder do the same with their card.
- 7.2 When a user receives their card, it must first be activated by following the instructions we give. The first time a user activates or uses a card after receiving it or otherwise

operates or authorises the operation of the card account, you automatically agree to the terms of this agreement.

7.3 If you do not agree with these Conditions of Use do not:

- (a) activate your card, or sign or use your card; or
- (b) otherwise operate your card account or authorise the operation of your card account; or
- (c) permit an additional cardholder to activate, sign or use their card or operate your card account.

8. Your credit limit

8.1 We will make funds available to you up to the credit limit.

8.2 You agree to ensure that the outstanding balance does not exceed the credit limit.

8.3 If your credit limit is exceeded at any time:

- (a) you must immediately pay the excess; and
- (b) by authorising a transaction that causes the credit limit to be exceeded, we are not agreeing to an increase in your credit limit.

8.4 We may reduce the credit limit or stop providing further credit without your consent at any time.

8.5 At any time you can request us, including via our website, to decrease the credit limit which we will do as soon as we can, provided that you must first repay to us the amount of the outstanding balance that would exceed your requested credit limit. You can ask to increase the credit limit, but we are not obliged to agree.

8.6 If you hold a Business Credit Card, the Principal may nominate an individual card limit for each card, provided that the total of the individual card limits for all cards may not exceed the credit limit.

9. Using the card

9.1 The Hume Value Credit Card and Hume Clear Visa Credit Card is for personal use only.

9.2 The Hume Business Credit Card facility and any cardholder may only be used for business purposes and must not be used for private or domestic purposes.

9.3 You authorise us to debit your card account for all transactions authorised by you or a user. Transactions may be conducted by a card being used to obtain goods and services at merchants where a VISA symbol is displayed.

9.4 A user may also use their card to obtain goods and

services through mail order, by telephone, online and by other means accepted by us from time to time where the merchant accepts that form of payment.

- 9.5 A user may be able to obtain cash advances both in Australia or overseas using their card and PIN at an ATM or over the counter at a financial institution either with or without their PIN. A user cannot obtain cash if they press the credit button at an EFTPOS terminal when using their card.
- 9.6 The display by a merchant or financial institution of material relating to the card scheme is no guarantee that your card will be accepted by them.
- 9.7 Some transactions need authorisation from us before they can proceed. We may choose not to authorise a transaction. Once a transaction is authorised, it cannot be stopped.
- 9.8 Once authorisation for a transaction is obtained, it will reduce the amount of available funds in your account. If the transaction is not completed, the amount of available funds in your card account may continue to be reduced for up to 7 days after the authorisation is obtained.
- 9.9 Use of a card is an irrevocable instruction by a user to us to process the transaction. We are unable to alter or stop payment of a transaction prior to processing. If, however, you dispute a transaction, please see Condition 19.
- 9.10 We are not responsible for goods or services obtained using the card unless the law makes us liable. If a user has any complaint about goods or services obtained using the card, it must be taken up with the merchant or supplier.
- 9.11 Transactions made overseas using your card may take longer than normal to be processed to your card account and appear on your statement. Overseas transaction amounts are converted into Australian Dollars by Visa International at a conversion rate chosen by them, plus a conversion fee levied by them. Please see the fees and charges schedule for details of the current conversion fee.
- 9.12 Each card is for the sole and personal use of the person named on it and is only valid up to the expiry date shown on it.
- 9.13 Each card remains our property.
- 9.14 We may issue replacement cards at any time.
- 9.15 A user must not use their card for any unlawful purpose.

10. Linked accounts

Condition 10 only applies if you have a Hume Clear or Value Credit Card.

- 10.1 We may allow a user to link their card to a nominated account for the purposes of operating that account ("linked account").
- 10.2 A user may use their card and PIN to access their linked account and obtain cash or goods.
- 10.3 Access to a linked account by a user is governed by the terms and conditions that apply to that account and not these Conditions of Use. These Conditions of Use are in addition to, and do not replace the terms and conditions for any linked account. Users should refer to those terms and conditions for information about the use of the card to access the linked account.
- 10.4 You acknowledge that by a user linking an account to a card, you increase the risk of loss for which you could be liable if the card is used without a user's knowledge or consent.

11. Balance transfers

Condition 11 only applies if you have a Hume Clear or Value Credit Card.

- 11.1 At our discretion, we may accept requests by you to transfer balances of \$100 or more from another non-Hume credit card or store card. Requests for transfers by additional cardholders will not be accepted.
- 11.2 Requests for transfers will automatically be refused where:
 - (a) the balance you wish to transfer relates to credit cards or store cards issued outside Australia;
 - (b) you are in default under your card account; or
 - (c) you are in default under the account from which you wish to make the balance transfer at the time of your application.
- 11.3 If the amount you wish to transfer would cause you to reach or exceed the credit limit on your card account, we may, at our discretion, only transfer such amount so that the balance on your card account will reach 95% of your credit limit.
- 11.4 Any balance transfer request will only be processed once a card has been activated on your card account and will be treated as a purchase when allocating payments to your account under condition 3.

- 11.5 Payments to your nominated card issuer will usually be made within 14 business days of approving your request or activation of your card, whichever is the later. Hume is not responsible for any delay in processing any balance transfer request. You remain responsible for any other payments due on your nominated account in accordance with the terms and conditions that apply to that account.
- 11.6 If the balance transfer is processed, it will appear on your next statement.
- 11.7 If it is a condition of our offer to you that you must close an existing card account, it is your responsibility to arrange this as soon as possible after we have processed your balance transfer request.

12. Additional cardholders

Condition 12 only applies if you have a Hume Clear or Value Credit Card.

- 12.1 You may nominate up to three other people over the age of 16 to be an additional cardholder. Any additional cardholder must also be a member of Hume.
- 12.2 If we agree to your request, once we have received in a form satisfactory to us any documents or information we require, including any document which identifies the additional cardholder, the additional cardholder will receive an additional card and PIN to use on your card account.
- 12.3 You are liable for any use of the additional card and your card account by an additional cardholder as if your card account had been used by you.
- 12.4 The additional cardholder's access to and use of the card and your card account is governed by this agreement. You should ensure that any additional cardholder has read, understood and complies with these Conditions of Use and the letter of offer. If any additional cardholder breaches the agreement, you will be in breach of this agreement.
- 12.5 You acknowledge and agree that any additional cardholder can not obtain information about your card account unless you make them an "authority to operate" on the account.
- 12.6 You can cancel any additional card by calling us on the number set out on the outside of this brochure or visiting any Hume branch during normal business hours. We will only cancel the card when you return it to us or you tell us in writing that you have taken all reasonable steps to return the additional card to us. You should note that in cases where you cannot destroy the additional card,

although a stop can be placed on the additional card, it could still be used in some circumstances and you remain responsible for any transactions authorised (for example some purchases below floor limits where no electronic approvals are in place).

- 12.7 An additional cardholder can not close your card account, nor increase your credit limit or agree to the issue of a card to another additional cardholder.

13. Cardholders

Condition 13 applies only if you have a Hume Business Credit Card.

- 13.1 The Principal may nominate up to nine other people over the age of 16 to be a cardholder. Any cardholder must also be a member of Hume.
- 13.2 Any nomination must specify the individual card limit for each card requested. The total combined individual card limits for all cards issued must not exceed the credit limit for the facility.
- 13.3 If we agree to the request, once we have received in a form satisfactory to us any documents or information we require, including any document which identifies the cardholder, a cardholder will receive a card and PIN to use on the card account.
- 13.4 The Principal is liable for any use of the card and the card account by a cardholder.
- 13.5 Each cardholder's access to and use of the card and the card account is governed by this agreement. The Principal must ensure that any cardholder has read, understood and complies with these Conditions of Use (and the letter of offer). If any cardholder breaches the agreement, the Principal will be in breach of the agreement.
- 13.6 The Principal acknowledges and agrees that any cardholder can obtain information about the card account if they are made an authority to operate on the account.
- 13.7 You can cancel any additional card by calling us on the number set out on the outside of this brochure or visiting any Hume branch during normal business hours. We will only cancel the card when you return it to us or you tell us in writing that you have taken all reasonable steps to return the additional card to us. You should note that in cases where you cannot destroy the additional card, although a stop can be placed on the additional card, it could still be used in some circumstances and you remain responsible for any transactions authorised (for example some purchases below floor limits where no electronic

approvals are in place).

- 13.8 A cardholder can not close the card account, increase your credit limit or any card limit or request to issue a card to another cardholder.

14. Changes

- 14.1 We may at any time change the annual percentage rate. If the change increases your obligations, we will notify you on or before the day the increase takes effect by giving you written notice or by publishing a notice in a newspaper and sending you notification in your next statement of account. If the variation does not increase your obligations, we will send you notification in your next statement of account.
- 14.2 We may at any time change the amount, method of calculation, frequency, or time for payment of repayments. If the variation increases your obligations we must give you written notice at least 20 days before the increase takes effect. If the variation does not increase your obligations, we will send you notification in your next statement of account.
- 14.3 We may at any time change the amount, frequency or time for payment of a fee or charge or impose a new fee or charge. If the variation increases your obligations, we must notify you 20 days before the change takes effect. If the variation does not increase your obligations, we will send you notification in your next statement of account.
- 14.4 To the extent permitted by law and if reasonably necessary to protect our legitimate interests, we may also change any other provision of this agreement. If the variation increases your obligations, we must notify you 20 days before the change takes effect. If the variation does not increase your obligations, we will send you notification in your next statement of account.
- 14.5 Other changes may be made by agreement between you and us.

15. Security of cards and PINs

- 15.1 It is very important that you or any user keep your card, PIN and password secure. If a user fails to follow the security recommendations set out below, you may increase your liability for any unauthorised use of a user's card. Please note that these guidelines provide examples only and will not determine your liability for losses resulting from unauthorised EFT transactions on your card account. These will be determined in accordance with conditions 16, 17 and the ePayments Code.

You and any User must:

- > sign the back of their card immediately on receipt using a ballpoint pen;
- > always keep the card in a secure place and check regularly to ensure it has not been lost or stolen;
- > when a transaction is complete, ensure you have your card and any receipt;
- > not permit any other person to use the card;
- > immediately notify us if you become aware or suspect that someone else has used your card, accessed your card account, or your card has been lost or stolen.

15.2 In order to protect your PIN and password, any user must not:

- > choose a PIN which is clearly related to the user such as a birth date, post code, phone number, car registration number, or which represents a recognisable part of their name;
- > choose a PIN which has an easily retrieved combination (such as repeated or consecutive numbers or letters eg 1111, 1234, BBBB, or ABCD);
- > write or in any way indicate the PIN on the card even if disguised;
- > keep a record of the PIN on any item normally carried with or stored with the card without making a reasonable attempt to disguise it;
- > allow any person to see the password or PIN being entered;
- > disclose the PIN or password to anyone.

It is not a reasonable attempt to disguise the PIN if a user records the PIN:

- > as a telephone number where no other numbers are recorded;
- > amongst other numbers and letters with any of them marked to indicate the PIN;
- > in reverse order;
- > as a telephone number or name in its correct sequence;
- > disguised as a date or any amount; or
- > in an easily understood form.

15.3 Changing your PIN

You can change your PIN on your Hume Value and Clear Visa credit card to a PIN of your choice through iBank or Hume's App. You can change your PIN for a Hume Business Credit Card through a Hume ATM.

16. Your liability in case a card is lost, stolen or is subject to unauthorised use

- 16.1 This clause deals with your liability for EFT transactions on your card account which are not authorised by a user. It does not apply to any transaction carried out by a user or by anyone else with a user's knowledge and consent.
- 16.2 You are liable for all EFT transactions carried out in respect of your card account with the knowledge and consent of the user.
- 16.3 You are liable for all losses caused by unauthorised EFT transactions unless any of the circumstances specified in condition 16.4 below apply.
- 16.4 You will not be liable for losses in relation to:
- > unauthorised transactions where it is clear that the user did not contribute to the loss;
 - > 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 their agents or employees;
 - > a forged, faulty, expired or cancelled card or PIN;
 - > unauthorised transactions occurring after you have notified us as required by these terms and conditions;
 - > transactions which require the use of a card or PIN and that occurred before the user had first received that card or PIN; or
 - > the same transaction being incorrectly debited more than once to the same card account.
- 16.5 You are liable where we can prove on the balance of probability that a user has contributed to the losses in any of the following ways:
- > through a user's fraud;
 - > voluntarily disclosing a PIN to anyone, including a family member or friend;
 - > indicating (e.g. writing) the PIN on the card;
 - > keeping a record of the PIN (without making any reasonable attempt to protect the security of the PIN) on one article (e.g. address book), or on several articles, carried with the card so that they are liable to loss or theft at the same time as the card;
 - > keeping a record of the PIN on anything carried with a card or any article that is liable to be lost with a card without making any reasonable attempt to disguise the security of the PIN;
 - > using a PIN that represents a user's birth date or using

an alphabetical code that is recognised as part of the user's name after we have instructed you not to;

- > otherwise acting with extreme carelessness in failing to protect the security of the PIN; or
- > where the ePayments Code requires, that the recording or voluntary disclosure of the PIN was the dominant contributing cause of the loss.

In these cases, you will be liable for the actual losses which happen before you notified us that the card has been misused, lost or stolen or that the security of the PIN has been breached, but are not liable for any of the following amounts:

- > that portion of the losses incurred on any one day which exceeds the daily transaction limit; or
- > that the portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period; or
- > the portion of the total losses incurred that exceeds the outstanding balance; or
- > all losses incurred on any account which we and you had not agreed could be accessed using the PIN.

16.6 Where a user has contributed to losses resulting from unauthorised transactions by unreasonably delaying notification of the misuse, loss or theft of a card, or that the security of the PIN has been breached, you are liable for the actual losses which occur between when a user became aware (or should reasonably have become aware in the case of a lost or stolen card) and when we are actually notified, except for:

- > that portion of the losses incurred on any one day which exceeds the daily transaction limit applicable to the card; or
- > that portion of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period; or
- > the portion of the total losses incurred that exceeds the balance of the account(s); or
- > all losses incurred on any accounts which we and you had not agreed could be accessed using the card and/or PIN.

16.7 Where a PIN was required to perform the unauthorised transaction and it is unclear whether a user has contributed to the loss caused by an unauthorised transaction, you will be responsible for an amount not exceeding the least of:

- > \$150; or
- > the balance of your card account from which value was transferred in unauthorised transactions and which we

and you have agreed may be accessed using the card and/or PIN; or

- > the actual loss at the time we were notified that the card has been misused, lost or stolen or that the security of the PIN has been breached (excluding that portion of the losses incurred on any one day which exceed any applicable daily transaction or other periodic transaction limit).

16.8 We are responsible for any loss from a transaction at a terminal where our investigations show that the loss is directly caused as a result of terminal malfunction and the claim is substantiated by investigation. In these circumstances, we will correct the loss by making the appropriate adjustment to the card account.

16.9 If you suffer a loss arising from a malfunction or breakdown of an ATM or any other system or equipment and a user should have been aware that the machine was malfunctioning or was not able to be used, our liability is limited to:

- > the correction of any errors on your card account; and
- > the refund of any charges or fees imposed as a result.

17. VISA Zero Liability

17.1 Subject to condition 16, the Visa card scheme rules provide that you will not be liable for unauthorised transactions on a user's card in the following circumstances:

- (a) the unauthorised transactions were not effected at an ATM (this will include transactions effected prior to notification to us of the unauthorised transactions, lost or stolen card);
- (b) a user has not contributed to any loss caused by unauthorised use of their card as described in condition 16; and
- (c) you have provided all reasonably requested documentation to us, which may include provision of a statutory declaration and police report.

17.2 Where the Visa zero liability provision applies, we will endeavour to refund the amount of the unauthorised transaction(s) within 5 days, subject to:

- (a) you have provided all reasonably requested information;
- (b) you not otherwise being in default or having breached these Conditions of Use;
- (c) Hume not having reasonably determined that further investigation is necessary before refunding the amount

of the unauthorised transactions based on:

- (i) the conduct of the card account;
- (ii) the nature and circumstances surrounding the unauthorised transactions;
- (iii) any delay in notifying us of the unauthorised transactions.

17.3 Any refund is conditional upon the final outcome of our investigation of the matter and may be withdrawn by us if we consider that this provision shall not apply as a result of those investigations. In making any determination in respect of this provision, we will comply with the requirements of condition 19.

18. How to report the loss, theft or unauthorised use of a card or PIN

18.1 If you believe your card or that of any additional cardholder has been misused, lost or stolen or the PIN has become known to someone else, you must immediately telephone 1800 621 199. This number is available 24 hours a day 7 days a week. If the hotline is not available when you try and call the number, please report the loss, theft or misuse to us as soon as possible.

18.2 When you have reported the incident, you will be given a reference number. Please retain this number as evidence of the date and time of your call.

18.3 If the loss, theft or misuse occurs outside Australia, you must notify an organisation displaying the VISA sign and then telephone the VISA INTERNATIONAL HOTLINE number for the country you are in.

18.4 If a card is reported lost or stolen, we may place a hold on all cards issued on your card account. The person reporting a card lost or stolen should inform all other cardholders of the loss or theft as temporarily they may be unable to use their cards.

19. Resolution of errors or disputed EFT transactions

19.1 If you believe an EFT transaction is wrong or unauthorised by a user or your statement contains any instances of unauthorised use or errors in respect of an EFT transaction, you must immediately notify us.

You must supply us with the following information:

- (a) your name, customer number and card number (or that of any additional cardholder, if applicable);

- (b) the transaction you believe is unauthorised or incorrect;
- (c) an explanation as to why you believe it is an unauthorised transaction or incorrect;
- (d) the amount of the transaction.

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

19.3 Within 21 days of receipt from you of the details of your dispute we will:

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

19.4 We will complete our investigation within 45 days of receiving your dispute, unless there are exceptional circumstances.

19.5 If we are unable to resolve your dispute 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 a response.

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

19.7 When we advise you of the outcome of our investigation, we will notify you in writing of the reasons for our decision by reference to these Conditions of Use and the ePayments Code. If you are not satisfied with the decision, you may wish to take the matter further. You may, for instance, contact the Australian Financial Complaints Authority, of which we are a member.

You may contact the Australian Financial Complaints Authority by any of the following methods:

Telephone: 1800 931 678 (free call within Australia)
Mail: Australian Financial Complaints Authority
GPO Box 3,
Melbourne, VIC 3001
Website: www.afca.org.au
Email: info@afca.org.au

We are committed to responding to complaints in a way

that is:

- > prompt and efficient;
- > consistent with the law, applicable industry codes and good industry practice; and
- > fair to everyone involved.

19.8 If we decide that you are liable for all or any part of a loss arising out of unauthorised use of the 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.

19.9 If we fail to carry out these procedures or cause unreasonable delay in resolving your complaint, we may be liable for part or all of the amount of the disputed transaction where that failure or delay has prejudiced the outcome of the investigation.

20. Equipment malfunction

20.1 We are responsible to you for any loss caused by the failure of equipment to complete a transaction that was accepted in accordance with a user's instruction,

20.2 If, however, a user was aware or should have been aware that the equipment was unavailable for use or malfunctioning, our responsibility will be limited to correcting errors in the card account and refunding any charges or fees imposed as a result.

20.3 A user is solely responsible for their own anti-virus and other security measures for any device they may use

21. Default

21.1 You will be in default under this contract if:

- (a) you breach your obligations under this agreement (for example you do not pay the minimum payment by the due date or you exceed the credit limit and do not immediately pay the excess on receipt of your statement);
- (b) you become insolvent;
- (c) we reasonably believe there has been fraud or misrepresentation in relation to the opening or conduct of this card account.

21.2 If you are in default under this agreement, we may do any or all of the following:

- (a) temporarily suspend access to a card or card account;

- (b) close your card account;
- (c) cancel any card(s);
- (d) use any money you have in any other account you may have with us towards repaying any amount you owe us under this agreement;
- (e) demand you pay us the outstanding balance after giving you notice and otherwise complying with the National Credit Code;
- (f) require you to pay us on demand all enforcement expenses (these are our reasonable costs (including any internal costs) of recovering amounts owed under this agreement).

22. Cancellation of a card or your card account

22.1 We may at any time without notice to you for any reason cancel a card, retain a card presented to us or any other person, close your card account or otherwise cancel access to your card account. Without limiting our rights, examples of why we might do this could be:

- > if we think a card is being used in a way that may cause loss to you, your card;
- > if the account is a joint account and one of you asks us to terminate his/her liability for further advances on the account; or
- > you pass away.

22.2 A card must not be used after it is cancelled or after you have requested for the card and/or account to be cancelled.

22.3 When we give you notice of the cancellation of a user's card, you must destroy it or ensure it is returned to us (cut in half for protection).

22.4 If a user does not require a replacement card, you must notify us a reasonable time before the expiration date of the card.

22.5 At any time you can request us, including via our website, to terminate your credit card contract, which we will do as soon as we can, provided that you must first comply with clause 23.1

22.6 Upon termination of the contract all additional cards linked to the card account will be cancelled.

22.7 If you request it, we will provide you with a written payment amount for your card account within a reasonable period of time.

22.8 For joint accounts, your liability under these terms and conditions is both joint and several. This means that each of you is liable both on your own and together for the whole of any debit balance on your credit card. We may require all joint account holders to agree before we act on instructions to close an account or withdraw a party. Where an agreement cannot be reached, we will freeze the account.

23. Payment on cancellation or closure

23.1 Before or we close your card account or if we cancel any card access, you must immediately:

- (a) pay the outstanding balance (including fees and charges and interest accrued up to your closing date);
- (b) immediately pay any amounts subsequently debited to your card account after the time of cancellation;
- (c) cancel all authorities to debit your card account;
- (d) return all cards to us if we request, or destroy those cards

24. Disputes

24.1 In some circumstances, the rules of the card scheme may entitle you to dispute a transaction. For example if you have a dispute with a merchant about a transaction, or where payments have been debited even though you cancelled a recurring payment arrangement. However, the dispute rights may not apply for certain payments (e.g. BPAY® payments) made from your card account.

24.2 If you believe that you are entitled to raise a dispute, you must notify us as soon as possible as the operating rules of the card scheme impose time limits for disputes. Once these time limits have expired, any dispute rights may be lost. Where the ePayments Code applies to the transaction, its time limits may apply and not those of the card scheme.

24.3 For joint accounts, 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 freeze the account until the dispute is resolved. The notifying party will still be jointly and severally liable for the debit balance on the card account at the time of the notification, but will not be liable for any further debits made after the time of notification. If the other joint account holder wishes to retain an account, we may require the joint account to be closed and a new account opened in the name of the other account holder.

24.4 If you notify us in time, and we are satisfied that you

are entitled to dispute a transaction, we will dispute the transaction without delay and will credit your card account for the amount initially debited for the transaction. However, you should note that the merchant also has rights to have the transaction further investigated and re-debited if appropriate. We will ensure we dispute the transaction for the most appropriate reason and not accept a decline by the merchant's financial institution unless it is consistent with the card scheme rules.

25. Internet banking

- 25.1 You can register to access your card account via Hume's internet banking service, iBank.
- 25.2 If you are not already an iBank user, you can register to access this service by visiting a Hume branch and completing an iBank registration form or calling 1300 004 863. The terms and conditions governing the use of this service will be given to you at this time, or can be found in our Product Disclosure Statement which is available from any Hume branch, our website www.humebank.com.au or by calling 1300 004 863.

26. Mobile banking

- 26.1 Your card account can be accessed via Hume's App. You must be a registered iBank user to use Hume's App - see clause 25 above.
- 26.2 Not all functions available via iBank are available via Hume's App.

The terms and conditions governing the use of this service will be provided to you at the time you register for iBank, or can be found in our Product Disclosure Statement which is available from any Hume branch, from our website www.humebank.com.au or by calling 1300 004 863

27. Loyalty scheme rules

Conditions 27 to 30 only apply if you have a Hume Clear Visa Card or Hume Business Credit Card.

- 27.1 Subject to condition 28 below, you will earn Loyalty Points each time a user uses your card account for Eligible Transactions, whether in Australia or in any other country.
- 27.2 The number of Loyalty Points you will earn is calculated on the basis of one Loyalty Point for each Australian dollar charged to your card account for Eligible Transactions.
- 27.3 Where an Eligible Transaction is in a foreign currency, the number of Loyalty Points you will earn will be calculated on the basis of one Loyalty Point for each Australian dollar

charged to your card account for that Eligible Transaction.

- 27.4 From time to time we may determine in our absolute discretion to award additional or bonus Loyalty Points to you, either for specified goods or services or for transactions with specific merchants. Where we do so, we may alter or discontinue such arrangements at our discretion.
- 27.5 If your card account has negative net purchases during a statement period (because sales, credits and adjustments exceed monthly purchases), Loyalty Points will be subtracted from your Loyalty account.
- 27.6 Loyalty Points will be deducted from the balance of your Loyalty Points:
- (a) when we credit your nominated account with the value of the current balance of your Loyalty Points;
 - (b) where Loyalty Points have been incorrectly credited to you; or
 - (c) where you earned Loyalty Points for an Eligible Transaction but you subsequently receive a refund for the goods or services purchased or a dispute occurs.

28. When you will not earn Loyalty Points

- 28.1 You will not earn Loyalty Points:
- (a) if your card account is in arrears for more than 60 days;
 - (b) if any user has acted fraudulently;
 - (c) in relation to any fraudulent use of a card;
 - (d) for business expenditure or goods and services acquired other than for personal use;
 - (e) if any user breaches the Conditions of Use for the card;
 - (f) if a user's card is cancelled, suspended, reported lost or stolen or terminated for any reason; or
 - (g) after the expiry date of a user's card.

We may at our discretion restore any Loyalty Points that have been disallowed.

29. How you can use your Loyalty Points

- 29.1 You can nominate either your card account or one savings account held with us to receive the benefit of your Loyalty Points.

- 29.2 For Hume Clear Visa credit cards, Loyalty Points will be credited to your nominated account every six months at the rate of 400 Loyalty Points to one Australian dollar.
- 29.3 For a Hume Business Credit Card, Loyalty Points will be credited to your nominated account every six months at the rate of 500 Loyalty Points to one Australian dollar

30. When your Loyalty Points will expire

- 30.1 If you close, or we terminate your card account any accrued points will expire with immediate effect.

31. General matters

- 31.1 You must tell us promptly if you change your address. You can update your contact details through iBank, by calling 1300 004 863 or by visiting a branch.
- 31.2 Notices and other communications under this agreement must be in writing. Any notice or request you wish to give us should be submitted to any Hume branch or mailed to the address at the back of this booklet. We may give you notices by:
- (a) delivering them to you personally in which case the date of delivery is the date on which you receive the notice;
 - (b) mailing them to you, in which case notice is taken to have been given on the day it would have been delivered in the ordinary course of post, if we mailed it to your last known address recorded on your card account;
 - (c) where permitted, to do so by law, providing you with a notice or other communication to any person nominated by you to receive such notices. Any commitment we make to notify you individually of changes is subject to you keeping us informed of your current address.
- 31.3 We may assign our rights under this agreement. You may not assign your rights and obligations under this agreement.
- 31.4 A failure or delay by us to exercise in whole or part any right or power under these Conditions of Use does not result in a waiver of that right or power. A waiver will only be made in writing and must be signed by us.
- 31.5 This agreement is to be interpreted so that it complies with all applicable laws. If any provision of this agreement does not comply with the law, it must be read down to give it as much effect as possible. If it is not possible to give the provision any lawful effect, it is not included in

this agreement. If any part of this agreement is held to be invalid, illegal or unenforceable, the remaining provisions continue to operate and remain valid and enforceable.

- 31.6 When the National Credit Code applies to this agreement and if that code would otherwise make any provision of this agreement illegal, void or unenforceable, or a provision of this agreement would otherwise contravene a requirement of the code or impose an obligation or liability which is prohibited by the code, this agreement is to be read as if that provision were varied to the extent necessary to comply with the code or, if necessary, omitted.
- 31.7 If any term of this agreement is regulated by legislation relating to unfair contract terms and we are advantaged by that term, we may only exercise our rights under that term to the extent (if any) reasonably necessary to protect our legitimate interests, unless the term would not cause a significant imbalance in the parties' rights and obligations under this agreement or it would not cause detriment (financial or otherwise) to you if we applied the term or relied on it. Words used in this clause have the same meanings as under the applicable legislation.
- 31.8 This agreement is governed by the laws in force in New South Wales. You and we submit to the non-exclusive jurisdiction of the courts of that place.
- 31.9 Subject to any applicable law, you must pay all amounts due under this agreement in full without setting off amounts you believe we owe you and without counterclaiming amounts from us.

32. Code of practice

- 32.1 We undertake to comply with Customer Owned Banking Code of Practice in our dealings with you.

A copy of the Code is available on our website, from any of our branches or by contacting www.coba.asn.au We will also post you a copy on request. If you believe we have breached the Code you can complain to us via our customer feedback process (see condition 35). If we are not able to resolve the complaint to your satisfaction and the complaint involves a claim that you have suffered loss or detriment, you may refer the matter to the external dispute resolution scheme (the contact details can be found in condition 35).

We will comply with the Code to the extent that applicable laws permit. The Code does not limit any statutory or common law obligation we may have.

32.2 We warrant that we will comply with the requirements of the ePayments Code Where there is a conflict between the ePayments Code and the Customer Owned Banking Code of Practice, the ePayments Code will take priority.

33. Copies of documents

You may request copies of certain documentation we hold to do with our relationship (including documentation relating to any credit contract or any notice less than 2 years old that we have issued to you). We will provide it to you within 14 days if the original document is less than one year old and within 30 days if it exceeds more than one year. We will not provide copies of documents older than 7 years old, unless required by law to retain and provide. The copy may be in the form of a computer generated record and we may charge you a fee (see our fees and charges brochure).

34. Electronic communication

Subject to the requirements of any applicable law, we may use electronic means to communicate with you instead of written communications, for example, to provide you with statements, notices, transaction confirmations or receipts electronically.

Where you agree to this:

- > you will not receive paper copies of relevant information;
- > you agree to check regularly to see if you have received any electronic communication from us;
- > you will be responsible for maintaining and checking your electronic equipment; and
- > you will be responsible for printing or saving important information and we strongly recommend that you do so.

Subject to the requirements of any applicable law, where you carry out a transaction through iBank and we make a transaction record or receipt (which you save or print) available to you on completion of the transaction, we will not provide you with a paper transaction or receipt.

We will not:

- > use unsolicited email or telephone contact to ask you to disclose your personal banking information or secure code or password to us;
- > send you unsolicited emails that include attachments.

If you receive such communication, delete them immediately or hang up on the caller. If a message includes our brand or name or makes reference to your banking details, contact us to report the incident.

35. CUSTOMER FEEDBACK

Compliments, suggestions and complaints

There are four ways that you can provide us with your feedback:

1. Speak to any of our branch staff.
2. Call Hume's Contact Centre on 1300 004 863.
3. Complete the Customer Feedback form located on our website www.humebank.com.au
4. In writing to Hume Bank Limited
PO Box 343
Albury, NSW, 2640

Where you are not satisfied with the outcome of your complaint, you may be able to pursue the matter further by referring it free of charge to the Australian Financial Complaints Authority.

You may contact the Australian Financial Complaints Authority by any of the following methods:

Telephone: 1800 931 678

Mail: Australian Financial Complaints Authority
GPO Box 3,
Melbourne, VIC 3001

Website: www.afca.org.au

Email: info@afca.org.au

We are committed to responding to complaints in a way that is:

- > prompt and efficient;
- > consistent with the law, applicable industry codes and good industry practice; and
- > fair to everyone involved.

36. Definitions

Additional cardholder

any person nominated by you to effect transactions on your card account and to be issued with either a Hume Value or Hume Clear credit card linked to your card account.

Available funds

the difference between the credit limit and the sum of the outstanding balance and any transactions made or authorised but not yet debited to your card account.

Annual percentage rate

the annual percentage rate that applies to your account as varied by us from time to time.

Business day

any day Hume is normally open for business in New South Wales but not a Saturday, Sunday or public holiday.

Card

any credit card that we provide you or an additional cardholder under this agreement.

Card account

your Hume VISA credit card account.

Cardholder

a person nominated by the Principal to operate a card account.

Card scheme

the Visa credit card scheme operated and maintained by Visa International Service Association ABN 70 007 507 511.

Cash advance

a debit to your card account:

- (a) which results in you receiving actual cash; or
- (b) where the funds are used to purchase "cash equivalent" items such as cheques or travellers cheques; or
- (c) where the funds are credited to any other account held by you or a third party including transfers via iBank, mBank, Hume Connect and counter; or
- (d) where goods, services or cash are obtained using any cheques linked to your card account.

Cash advance interest components

interest on cash advances and interest charged on outstanding cash advance interest charges.

Dispute

the VISA card operating rules for transferring the transaction amount of a disputed card transaction from the merchant's financial institution to your card account.

Closing balance

the amount shown on your statement as your closing balance being the total amount then due by you to us.

Credit limit

the maximum amount of credit we make available on your card account as notified to you in the schedule or as varied from time to time.

Daily balance

the outstanding balance on your card account at the end of each day.

Daily percentage rate

the annual percentage rate divided by 365.

Daily transaction limit

in relation to any cash withdrawals made from ATMs or over the counter, \$2,000 or the available funds, whichever is the lower. For all other transactions, the available funds.

Digital Wallet

Hume Visa credit cards can be linked to a Digital Wallet to

securely make payments online and at participating merchants using tap and pay technology. Refer to the Hume Bank Digital Wallet Terms and Conditions, which can be viewed at www.humbank.com.au or obtained on request at any Hume branch.

Due date

the 10th day of each month. If the 10th is not a business day, payment is due the previous business day.

Effective date

the date a transaction is initiated.

EFTPOS

electronic funds transfer at point of sale.

EFT transaction

a transaction to which the ePayments Code applies.

Eligible Transaction

means any purchase by a user but excludes balance transfers, BPay payments, cash advances, fees and charges under the card account, interest charges, government fees and charges and unauthorised purchases for which you are not liable.

ePayments code

the ePayments Code published by the Australian Securities and Investments Commission.

Excess

the amount by which the outstanding balance exceeds the credit limit.

Linked account

an account with us other than the card account or any other Hume credit card account which a user nominates and which we authorise a user to access by using their card.

Minimum payment

the amount set out in condition 2.2.

Outstanding balance

at any time, the excess of all amounts debited over all amounts credited to your card account.

Overdue amount

at any time, the amount that is overdue for payment on your card account.

PIN

the Personal Identification Number you use with the card.

Posting date

the date a transaction (not being a cash advance) is processed to your card account.

Principal

the entity who has applied for and been granted a Hume Business Credit Card facility.

Purchase

any amount charged by a supplier for the supply of any goods or services purchased by the use of a user's card or card details including those effected by mail, internet or telephone or any transaction made via BPay.

Purchase interest components

interest on purchases, interest charged on outstanding purchase interest, interest charged on government charges and fees, and interest charged on outstanding government fees and charges.

Transaction date

means the date any transaction takes place.

Transactions

any purchase or cash advance.

User

you and any cardholder or additional cardholder approved by us.

We, us, our or Hume

Hume Bank Limited

You and your

the cardholder(s) or the Principal in whose name the card account is opened. Where the card account is opened in two or more names, your liability under the card account is joint and several.

Hume Bank Limited
ABN 85 051 868 556
AFSL and Australian Credit License No. 244248

General Enquiries

1300 004 863
E: hume@humbank.com.au
W: www.humbank.com.au

Branch Locations

Albury

Head Office
492 Olive Street,
Albury NSW 2640

Myer Centrepoint
David & Swift Streets,
Albury NSW 2640

Lavington
Griffith Road,
Lavington NSW 2641

Thurgoona Plaza
Shuter Avenue,
Thurgoona NSW 2640

Wodonga

Wodonga Place
Cnr Elgin Boulevard and High Street,
Wodonga VIC 3690

Whitebox Rise
Shop 12, Victoria Cross Parade,
Wodonga VIC 3690

Wangaratta

76 Reid Street,
Wangaratta VIC 3677

Wagga Wagga

Baylis Street
115 Baylis Street,
Wagga Wagga NSW 2650

Regional

Corowa
79 Sanger Street,
Corowa NSW 2646

Culcairn
Shop 2, 50 Balfour Street,
Culcairn NSW 2660

Yackandandah
35 High Street,
Yackandandah VIC 3749

Howlong
45 Hawkins Street,
Howlong NSW 2643

Jindera
Cnr Urana Road and Creek Street,
Jindera NSW 2642

Rutherglen
128-130 Main Street,
Rutherglen VIC 3685