

# Terms & Conditions Visa Debit Card

Effective Date  
7 November 2011



MyState Financial Limited (MyState)  
ABN 89 067 729 195  
AFSL 240896 ACL Number 240896  
A wholly owned subsidiary of MyState Limited  
ABN 26 133 623 962

This document is part of the disclosure documents for MyState's Visa Debit Card. Depending on whether you are a personal or business customer the other documents for this product are:

For Personal Deposit Accounts.

- Terms and Conditions for Personal Deposit Accounts.
- Fees and Charges for Personal Deposit Accounts.
- Interest Rates for Personal Deposit Accounts.

For Business Deposit Accounts.

- Terms and Conditions for Business Deposit Accounts.
- Fees and Charges for Business Deposit Accounts.
- Interest Rates for Business Deposit Accounts.

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

# Visa Debit Card Terms and Conditions

## Product Benefits, Features and Risks

The Visa Debit Card is a non-cash payment facility that can be used to perform transactions on your linked account(s). The *Terms and Conditions* for either Personal Deposit Accounts or Business Deposit Accounts details accounts that a Visa Debit Card can be linked to.

The Visa Debit Card is not a credit card. The Visa Debit Card provides access to your MyState savings accounts. You will need to ensure you have sufficient available funds in the linked account(s). If a linked account has an overdraft attached to it, the overdraft is accessed when there are insufficient savings to cover the purchase/withdrawal.

The Visa Debit Card enables you to:

- withdraw cash at an ATM displaying the Visa logo;
- make purchases;
  - at all retail outlets which accept Visa Card or EFTPOS; or
  - over the phone or Internet.
- pay bills over the phone, counter or Internet;
- obtain a cash advance over the counter from any bank that displays the Visa logo;
- be identified and undertake transactions at MyState Branches.

## Risk

PIN and card security is paramount with a Visa Debit Card. Unless the proper precautions are taken, there are risks that your Visa Debit Card may be lost, stolen or used without your permission. There are also inherent risks associated with EFT Transactions. Although MyState takes all precautions, the security of electronically initiated transactions can never be guaranteed.

You may be liable for unauthorised use of your Visa Debit Card. You should carefully read the Visa Debit Card Conditions of Use set out later in this document for your liability for unauthorised use of the Visa Debit Card and ways you can minimise the risk of a security breach, particularly the section headed “Important” at the beginning of the Visa Debit Card Conditions of Use and clauses 4 and 17.

Sufficient cleared funds to cover all outstanding or pending transactions must be kept in your account at all times. Failure to keep sufficient cleared funds in an account could lead to a transaction being declined or overdrawing a linked account. Fees and charges may apply in these situations.

## **Fees and Charges**

Details regarding any fees and charges applicable to MyState's Visa Debit Card are detailed in the applicable *Fees and Charges* for either Personal Deposit Accounts or Business Deposit Accounts.

## **Periodic Transaction Limits**

Your combined ATM and EFTPOS daily withdrawal limit is \$1,000 AUD per Visa Debit Card. This means you can use your Visa Debit Card to withdraw a total of \$1,000 AUD per day from your linked account(s) provided it contains sufficient cleared funds. Separate limits apply to customers under the age of 18 years and these are available upon request.

In the event of a system failure the daily withdrawal limit is \$400 AUD. Other third party organisations may impose additional restrictions on the amount of funds that may be withdrawn, transferred or paid.

## **Merchant surcharges**

Some overseas Merchants, Automatic Teller Machines and EFT Terminals charge a surcharge for making EFT Transactions. Australian merchants are permitted to levy a surcharge for Visa transactions.

You should ask whether any surcharge applies, and the amount of any surcharge, before confirming the transaction. Once you have confirmed a transaction you will not be able to dispute the surcharge.

## Visa Debit Card Conditions of Use

**Important:** These Conditions of Use take effect on and from 7 November 2011 except as otherwise advised in writing and replace all Visa Debit Card Conditions of Use previously issued.

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 EFT Transactions. Liability for such transactions will be determined in accordance with clause 17 of these Conditions of Use and the Electronic Funds Transfer Code of Conduct.

### 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.
- If you change the PIN, you must not select a PIN which represents your birth date or a recognisable part of your name, your account or your customer number.
- 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.
- 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 MyState or to the Visa Card Hotline.
- Keep a record of the Visa Debit Card number and the Visa Card Hotline telephone number for your area with your usual list of emergency telephone numbers.
- Monitor your linked account via Internet and Phone banking.
- 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.
- Immediately notify MyState of any change of address.

#### 1. Introduction

- a. These Conditions of Use govern use of the Visa Debit Card to access your Linked Account(s) at MyState. These Conditions of Use also apply to the Verified by Visa service and the Verified by Visa transactions conducted on your account. Each transaction on a Linked Account is also governed by the terms and conditions to which that account is subject.

In the event of an inconsistency between these Conditions of Use and the terms applicable to your Linked Account(s), these Conditions of Use shall prevail.

b. Definitions in these Conditions of Use:

“**Additional Cardholder**” means any person nominated by you to whom MyState has issued an additional Visa Card to access your Linked Account(s).

“**Card Details**” means the information provided on the card and includes, but is not limited to, the card number and expiry date.

“**Cardholder**” means the person or persons in whose name the Linked Account is held.

“**Cuscal**” means Cuscal Limited.

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

“**EFT System**” means the shared system under which EFT Transactions are processed.

“**EFT Terminal**” means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of MyState or any third party for use with a Visa Card and PIN (where required) to conduct an EFT Transaction and includes, but is not limited to, an Automatic Teller Machine or point of sale terminal.

“**EFT Transaction**” means an electronic funds transfer instructed by you or your Additional Cardholder through Electronic Equipment using a Visa Card and/or PIN or Card Details but not requiring a manual signature.

“**Electronic Equipment**” includes, but is not limited to, a computer, television, telephone and an EFT Terminal.

“**Linked Account**” means your account(s) which you link to a Visa Card, and includes any overdraft or line of credit which you may attach to your Linked Account.

“**Merchant**” means a retailer or any other provider of goods or services.

“**Participating Online Merchant**” means a retailer or merchant who offers goods or services for sale online, who is a participant in Verified by Visa.

“**PayWave**” means the functionality on specific Visa Debit Cards that enables you to make small value purchases at participating merchant outlets.

“**PIN**” means the personal identification number issued to you or an Additional Cardholder by MyState for use with a Visa Card when giving an instruction through Electronic Equipment.

“**Regular Payment Arrangement**” means either a recurring or an instalment payment agreement between you (the cardholder) and a Merchant in which you have preauthorised the Merchant to bill your Linked Account at predetermined intervals (e.g. monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction.

“**Verified by Visa**” means the online transaction authentication service provided by us (or our nominated service provider).

“**Visa Card**” means the Visa Debit Card issued to you or an Additional Cardholder by MyState.

“**We**”, “**us**” or “**our**” refers to MyState with whom you hold a Visa Card account.

“**You**”, “**your**” or “**yours**” means a Cardholder (or an Additional Cardholder).

- c. Unless otherwise required by the context, a singular word includes the plural and vice versa.

## 2. Code of Conduct

MyState warrants that it will comply with the requirements of the Electronic Funds Transfer Code of Conduct where that code applies.

## 3. Signing the Visa Card

You agree to sign your Visa Card immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of your Visa Card. You must ensure that your Additional Cardholder signs the Visa Card issued to them immediately upon receiving it and before using it.

## 4. Protecting the PIN

- a. MyState will provide a PIN to use the Visa Card with certain Electronic Equipment. You agree to protect this PIN as a means of preventing fraudulent or unauthorised use of the Visa Card.
- b. You must not tell or show the PIN to another person or allow it to be seen by another person, including your family and friends.
- c. If you change the PIN, you must not select a PIN which represents your birth date or a recognisable part of your name, your account or customer number. If you

do use an obvious PIN such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to MyState that the PIN has been misused or has become known to someone else.

- d. Do not record the PIN on the Visa Card or keep a record of the PIN on anything which is kept with or near the Visa Card unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record.

## 5. Using the Visa Card

- a. You can conduct transactions up to AUD\$35.00 without entering your PIN or signing as long as these transactions are conducted face-to-face at a participating merchant outlet. The merchant must provide you with a receipt for the transaction if you request.
- b. If you have been issued with a Visa Debit payWave Card which is identifiable by the payWave logo, you will be able to make faster purchases. Instead of swiping your card as you always have, you will just need to tap your Visa Card against the contactless reader. Payments using the payWave functionality can only be made at a participating merchant outlet and if your purchase is under AUD\$100.00. If your purchase is equal to or over AUD\$100.00, you will still need to sign or enter a PIN. The Visa and MyState security systems continue to protect you from unauthorised transactions. The same conditions apply to your Visa Debit payWave transactions as your other Visa Card transactions.
- c. The Visa Card may only be used to perform transactions on your Linked Account(s). MyState will advise you of the accounts, including any credit facility, which you may link to the Visa Card.
- d. MyState will debit your Linked Account(s) with the value of all transactions, including sales and cash advance vouchers arising from the use of the Visa Card (including all mail or telephone orders placed by quoting the Visa Card number) and all other EFT Transactions, or credit your Linked Account(s) with the value of all deposit transactions at EFT Terminals.
- e. MyState will advise you from time to time:
  - 1. what EFT Transactions may be performed using the Visa Card; and
  - 2. what EFT Terminals of other financial institutions may be used.

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

## 6. Using the Visa Card outside of Australia

- a. All transactions made overseas on the Visa Card will be converted into Australian currency by Visa International, 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).
- b. All transactions made overseas on the Visa Card are subject to a currency conversion fee. The amount of this currency conversion fee is detailed in the *Fees and Charges* for either Personal Deposit Accounts or Business Deposit Accounts and is subject to change from time to time. MyState will advise you in advance of any such change.
- c. 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.
- d. Some overseas Merchants and EFT Terminals allow the 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.
- e. Before travelling overseas, you or your Additional Cardholder should consult MyState to obtain the Visa Card Hotline number for your country of destination. You should use the Visa Card Hotline if any of the circumstances described in clause 18 apply.
- f. A cardholder must comply with all applicable exchange control and tax laws governing the use of the card and you indemnify us against liability, loss, fees, charges or costs arising as a consequence of a failure to comply with them.

## 7. Verified by Visa

**Important:** This section of Conditions of Use applies to the Verified by Visa service and the Verified by Visa transactions conducted on your account. In addition to these Conditions of Use, all other terms and conditions that apply to your Visa Card and account still apply. If there is any inconsistency between this section and the remaining Conditions of Use, the remaining Conditions of Use will apply to the extent of the inconsistency.

The Verified by Visa service is designed to provide you with improved security when your Visa Card is used to make a purchase online by shopping at participating Verified by Visa online merchants.

This section of Conditions of Use govern the Verified by Visa service and form the agreement between you and us regarding the use of the service, so please read them carefully. To participate in the Verified by Visa programme, you may be asked to verify personal details held by MyState in order to complete the transaction. Should your Visa Card have been compromised in any way, please notify us immediately as you may be liable for unauthorised transactions.

a. Accepting these Conditions of Use

1. By completing or attempting to complete a Verified by Visa transaction, you are deemed to accept these Conditions of Use.
2. You agree to be bound by these Conditions of Use each time you use Verified by Visa.

b. Using the Verified by Visa service

1. You may use Verified by Visa to make purchases online. However, the Verified by Visa service may only be available in connection with participating online merchants.
2. When making an online purchase through a participating online merchant, you may be asked to provide certain information to us that allows us to validate your identity and verify that you are the Cardholder of the specified Visa Card. The information that you provide may be validated against information we hold about you and may be validated against information held by third parties.
3. If you are unable to provide the requested information to validate your identity, or if the information you provide is inaccurate or incomplete, or if the authentication process otherwise fails, the merchant may not accept your Visa Card or payment for that transaction and you may be unable to complete an online transaction using your Visa Card.
4. In order to use Verified by Visa, you must have the equipment and software necessary to make a connection to the Internet.
5. In the event you have a question regarding the authentication process or a transaction using your Visa Card, you should contact us.

c. Additional Cardholders

1. Additional Cardholders may use the Verified by Visa service, but may be required to confirm their identity using the primary account holders' details.

d. Termination of Verified By Visa

1. We may discontinue, terminate or suspend (permanently or temporarily) the Verified by Visa service, or any part of the Verified by Visa service, without giving you prior notice. We may also change any aspect or functionality of the Verified by Visa service at any time without giving you prior notice.

e. Participating Online Merchant

1. You will know that an online merchant is a participating online merchant because you will see the Verified by Visa logo and you may be asked to verify your identity before completing an online transaction with that merchant.
2. We do not endorse or recommend in any way any participating online merchant.
3. Your correspondence or business dealings with, or participation in promotions of, online stores through Verified by Visa, including payment for and delivery of related goods or services not purchased via Verified by Visa, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the online store. Except as otherwise required by law, we have no responsibility or liability whatsoever arising out of or related to those dealings or the online store's goods, services, acts or omissions.

f. Exclusion of Warranties

1. Refer to clauses 21d-f.

g. Your conduct

1. Whilst using the Verified by Visa service and MyState's Internet Banking services, you agree not to:
  - i. impersonate any person or entity using the Verified by Visa authentication process;
  - ii. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or

- hardware or telecommunications equipment used by the Verified by Visa service or by us;
- iii. spam or flood our Internet Banking service and the Verified by Visa service;
  - iv. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Verified by Visa service;
  - v. remove any copyright, trademark, or other proprietary rights notices contained in the Verified by Visa service;
  - vi. “frame” or “mirror” any part of the Verified by Visa service without our prior written authorisation;
  - vii. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, “data mine,” or in any way reproduce or circumvent the navigational structure or presentation of the Verified by Visa service;
  - viii. otherwise interfere with, or disrupt the Verified by Visa service or our Internet Banking services or servers or networks connected to us or the Verified by Visa service or violate these Conditions of Use or any requirements, procedures, policies or regulations in relation to the Verified by Visa service; or
  - ix. intentionally or unintentionally violate any applicable local, state, national or international laws or regulations relevant or applicable to the Verified by Visa service.

## **8. Withdrawal and Transaction Limits**

- a. You agree that the Visa Card will not be used to:
  - 1. overdraw any of your Linked Account(s); or
  - 2. exceed the unused portion of your credit limit under any pre-arranged credit facility such as a line of credit or overdraft.
- b. If clause 8a is breached, MyState may:
  - 1. dishonour any payment instruction given; and
  - 2. charge you an administrative fee as advised to you from time to time.
- c. MyState may at any time limit the amount of an EFT Transaction and will advise you of any such daily or periodic transaction limits at the time of your application for the Visa Card.

- d. You acknowledge that third party organisations including Merchants or other financial institutions may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

## 9. Authorisations

You acknowledge and agree that:

- a. MyState has the right to deny authorisation for any EFT Transaction where this is required for security or credit risk purposes; and
- b. MyState 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.

## 10. Deposits at EFT Terminals

- a. Any deposit you make at an EFT Terminal will not be available for you to draw against until your deposit has been verified by the EFT Terminal and accepted by MyState.
- b. Cheques will not be available to draw against until cleared.
- c. Your deposit is accepted once MyState has verified it in the following way:
  - 1. your deposit envelope will be opened in the presence of any two persons authorised by MyState;
  - 2. should the amount you record differ from the amount counted in the envelope, MyState may correct your record to the amount counted;
  - 3. MyState's count is conclusive in the absence of manifest error or fraud unless you provide us with satisfactory supporting evidence of the amount that you deposited;
  - 4. MyState will notify you of any correction.
- d. If the amount recorded by the EFT Terminal as having been deposited should differ from the amount counted in the envelope by MyState, MyState will notify you of the difference as soon as possible and will advise you of the actual amount which has been credited to your Linked Account.
- e. MyState is responsible for the security of your deposit after you have completed the transaction at the EFT Terminal (subject to MyState's verification of the amount you deposit).

## 11. Account Statements

- a. MyState will send you an account statement for the Linked Account every month.

For some customers with Visa Card Linked Accounts with no prearranged credit facility attached such as a line of credit or overdraft opened prior to 1 September 2007, MyState will send you an account statement for the Linked Account at least every six months. You may request more frequent account statements. A six monthly statement period is only available where this arrangement was in place prior to 1 September 2007.

Where you are receiving a statement on a monthly basis for your Linked Account, you cannot request less frequent statements.

- b. In respect of any Linked Accounts which have a prearranged credit facility attached such as a line of credit or overdraft, MyState will send you an account statement monthly.
- c. You may request a copy of your account statement at any time.
- d. MyState may charge a fee for responding to any request by you to provide more frequent account statements or copies of your account statements.

## 12. Transaction Slips and Receipts

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.

## 13. Additional Cards

- a. You may authorise MyState, if it agrees, to issue an additional Visa Card to your Additional Cardholder provided this person is over the age of 18 (unless MyState agrees to a younger age).
- b. You will be liable for all transactions carried out by your Additional Cardholder on the Visa Card.
- c. MyState will give each Additional Cardholder a PIN.
- d. Your Additional Cardholder's use of the Visa Card and PIN is governed by these Conditions of Use.
- e. You must ensure that each Additional Cardholder protects their Visa Card and PIN in the same way as these Conditions of Use require you to protect your Visa Card and PIN.

#### **14. Renewal of the Visa Card**

- a. Unless you are in breach of these Conditions of Use or MyState deems otherwise for the security of the EFT System or individual accounts, MyState will automatically provide you and your Additional Cardholder with a replacement Visa Card before the expiry date of the current Visa Card or additional Visa Card.
- b. If you do not wish to receive a replacement Visa Card, either for yourself or for your Additional Cardholder, you must notify MyState before the expiration date of the current Visa Card. You must give MyState reasonable time beforehand to arrange cancellation of the issue of a replacement Visa Card.

#### **15. Cancellation and Return of the Visa Card**

- a. The Visa Card always remains the property of MyState.
- b. MyState can immediately cancel the Visa Card and demand its return at any time for security reasons or if you breach these Conditions of Use or the terms and conditions of your Linked Accounts, including capture of the Visa Card at any EFT Terminal.
- c. MyState may, at any time, cancel the Visa Card for any reason by giving you 30 days written notice. The notice does not have to specify the reasons for the cancellation.
- d. You may cancel your Visa Card or any Visa Card issued to your Additional Cardholder at any time by giving MyState written notice.
- e. If you or MyState cancel the Visa Card issued to you, any Visa Card issued to your Additional cardholder(s) will also be cancelled.
- f. You will be liable for any transactions you or your Additional Cardholder make using the Visa Card before the Visa Card is cancelled but which are not posted to your Linked Account until after cancellation of the Visa Card.
- g. You must return your Visa Card and any Visa Card issued to your Additional Cardholder to MyState when:
  1. MyState notifies you that it has cancelled the Visa Card;
  2. you close your Linked Account(s);
  3. you cease to be a customer of MyState;
  4. you cancel your Visa Card, any Visa Card issued to your Additional Cardholder, or both; or
  5. you alter the authorities governing the use of your Linked Account(s) unless MyState agrees otherwise.

## **16. Use after cancellation or expiry of the Visa Card**

- a. You must not use the Visa Card or allow your Additional Cardholder to use the Visa Card:
  1. before the valid date or after the expiration date shown on the face of the Visa Card; or
  2. after the Visa Card has been cancelled.
- b. You will continue to be liable to reimburse MyState for any indebtedness incurred through such use whether or not you have closed your Linked Account(s) at MyState.

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

- a. You are liable for all losses caused by unauthorised EFT Transactions unless any of the circumstances specified in clause 17b below apply.
- b. You are not liable for losses:
  1. where it is clear that you and your Additional Cardholder have not contributed to the loss;
  2. that are caused by the fraudulent or negligent conduct of employees or agents of:
    - i. MyState;
    - ii. any organisation involved in the provision of the EFT System; or
    - iii. any Merchant; or
    - iv. relating to a forged, faulty, expired or cancelled Visa Card or PIN.
  3. that are caused by the same transaction being incorrectly debited more than once to the same account;
  4. that would exceed the amount of your liability to MyState had MyState exercised its rights (if any) under the Visa International Rules and Regulations against other parties to those rules and regulations; or
  5. resulting from unauthorised use of the Visa Card or PIN:
    - i. in relation to an EFT Transaction which does not require a PIN authorisation, before receipt of the Visa Card;
    - ii. in relation to an EFT Transaction which requires PIN authorisation, before receipt of the PIN; or
    - iii. in either case, after notification to MyState in accordance with clause 18 that the Visa Card is being used without authority, that it has been lost or stolen, or that PIN security has been breached.

- c. You will be liable for any loss of funds arising from any unauthorised EFT Transaction using the Visa Card or PIN if the loss occurs before notification to MyState or the Visa Card Hotline that the Visa Card has been misused, lost or stolen or the PIN has become known to someone else and if MyState proves, on the balance of probabilities, that you or your Additional Cardholder contributed to the loss through:
1. fraud, failure to look after and keep the PIN secure in accordance with clauses 4b, c and d, or extreme carelessness in failing to protect the security of the PIN; or
  2. unreasonably delaying in notifying MyState or the Visa Card Hotline of the misuse, loss or theft of the Visa Card or of the PIN becoming known to someone else and the loss occurs between the time you or your Additional Cardholder did, or reasonably should have, become aware of these matters and the time of notification to MyState or the Visa Card Hotline.

However, you will not be liable for:

- a. the portion of the loss that exceeds any applicable daily or periodic transaction limits on your Linked Account(s);
- b. the portion of the loss on any Linked Account which exceeds the available balance of that Linked Account (including any prearranged credit); or
- c. all losses incurred on any account which you had not agreed with MyState could be accessed using the Visa Card and PIN.
- d. where a PIN was required to perform the unauthorised transaction and clause 17c does not apply, your liability for any loss of funds arising from an unauthorised transaction using the Visa Card, if the loss occurs before notification to MyState or the Visa Card Hotline that the Visa Card has been misused, lost or stolen or the PIN has become known to someone else, is the lesser of:
  1. \$150;
  2. the actual loss at the time of notification to MyState or the Visa Card Hotline of the misuse, loss or theft of the Visa Card, or of the PIN becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Visa Card or your Linked Account); or

3. the balance of your Linked Account, including any prearranged credit.
- e. If, in cases not involving EFT Transactions, the Visa Card or PIN are used without authority, you are liable for that use before notification to MyState or the Visa Card Hotline of the unauthorised use, up to your current daily withdrawal limit.
- f. Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the Electronic Funds Transfer Code of Conduct, where that code applies.

**18. How to report loss, theft or unauthorised use of the Visa Card or PIN**

- a. If you or your Additional Cardholder believe the Visa Card has been misused, lost or stolen or the PIN has become known to someone else, you or your Additional Cardholder must immediately contact MyState (if during business hours) or the Visa Card Hotline at any time on its emergency number detailed over.
- b. The Visa Card Hotline or MyState will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting MyState or the Visa Card Hotline.
- c. When contacting the Visa Card Hotline, you or your Additional Cardholder should confirm the loss or theft as soon as possible to MyState.
- d. The Visa Card Hotline is available 24 hours a day, 7 days a week.
- e. If the Visa Card Hotline is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to MyState as soon as possible during business hours. MyState will be liable for any losses arising because the Visa Card Hotline is not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to MyState as soon as possible during business hours.
- f. If the loss, theft or misuse, occurs outside Australia, you or your Additional Cardholder must notify an organisation displaying the Visa sign and also then confirm the loss, theft or misuse of the card:
  1. with MyState by telephone or priority paid mail as soon as possible; or
  2. by telephoning the Visa International Card Hotline number for the country you are in, which you must

obtain from MyState prior to your departure in accordance with clause 6e of these Conditions of Use.

**Visa Card Hotline**

Australia-wide Toll Free **1800 224 004**

Visa International **1800 450 346**

**19. Steps you must take to resolve errors or disputed EFT transactions (including Verified by Visa transactions)**

- a. If you believe an EFT Transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors, immediately notify MyState. Later, but as soon as you can, you must give MyState the following information:
  1. your name, account number and Visa Card number;
  2. the error or the transaction you are unsure about;
  3. a copy of the periodical statement in which the unauthorised transaction or error first appeared;
  4. an explanation, as clearly as you can, as to why you believe it is an unauthorised transaction or error; and
  5. the dollar amount of the suspected error.

If your complaint concerns the authorisation of a transaction, MyState may ask you or your Additional Cardholder to provide further information.

- b. MyState will investigate your complaint, and if it is unable to settle your complaint immediately to your and its satisfaction, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- c. Within 21 days of receipt from you of the details of your complaint MyState will:
  1. complete its investigation and advise you in writing of the results of its investigation; or
  2. advise you in writing that it requires further time to complete its investigation.
  3. MyState will complete its investigation within 45 days of receiving your complaint, unless there are exceptional circumstances.
- d. If MyState is unable to resolve your complaint within 45 days, it 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 MyState is waiting for a response from

you and you have been advised that MyState requires such a response.

- e. If your complaint has not been resolved within 120 days of receipt of the details of your complaint, MyState will resolve the complaint in your favour.
- f. If MyState finds that an error was made, it 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.
- g. When MyState advises you of the outcome of its investigations, it will notify you in writing of the reasons for its decision by reference to these Terms and Conditions and the Electronic Funds Transfer Code of Conduct and advise you of any adjustments it has made to your Linked Account. Should you remain unhappy with the decision, you have the right to have your claim dealt with by the Financial Ombudsman Service (FOS). Details of this service can be found at: [www.fos.org.au](http://www.fos.org.au)

FOS can be contacted on:

**Telephone** 1300 780 808 (toll free Australia wide)

**Fax** 03 9613 6399

**Email** [info@fos.org.au](mailto:info@fos.org.au)

**Post** GPO Box 3, Melbourne VIC 3001.

- h. If MyState decides that you are liable for all or any part of a loss arising out of unauthorised use of the Visa Card or PIN, it will:
  - 1. give you copies of any documents or other evidence it relied upon; and
  - 2. advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant transaction.
- i. If MyState fails to carry out these procedures or causes unreasonable delay in resolving your complaint, MyState 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. Transaction and other fees

- a. MyState will advise you whether it charges a fee, and the amount of such fee, for:
  - any transactions;
  - issuing the Visa Card or any additional or replacement Visa Cards;
  - using the Visa Card;
  - issuing the PIN or any additional or replacement PIN;

- using the PIN;
  - issuing account statements; or
  - any other service provided in relation to the Visa Card.
- b. MyState will also advise you whether it will debit any of your Linked Accounts with Government charges, duties or taxes arising out of any transaction.
- c. The fees and charges payable in respect of the Visa Card are detailed in the *Fees and Charges* for either Personal Deposit Accounts or Business Deposit Accounts, which forms part of the disclosure documents for the Visa Card.
- d. You may be charged an ATM withdrawal fee that is directly charged by the ATM operator and debited directly from your account. You should carefully read notices displayed at ATMs as they may contain information about the possible imposition of fees by ATM operators.

## 21. Exclusions of warranties and representations

- a. MyState does not warrant that Merchants displaying Visa signs or promotional material will accept the Visa Card in payment for goods and services. You should always enquire beforehand before selecting goods or services.
- b. MyState does not accept any responsibility should a Merchant, bank or other institution displaying Visa signs or promotional material, refuse to accept or honour the Visa Card. MyState does not warrant that EFT Terminals displaying Visa signs or promotional material will accept the Visa Card.
- c. MyState is not responsible for any defects in the goods and services acquired by you through the use of the Visa 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.
- d. Subject to any warranty which is imported into these Conditions of Use by law and which cannot be excluded, the Verified by Visa service is provided by us “as is” without warranty of any kind, either express or implied, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, title or noninfringement.
- e. We will not be liable for any damages whatsoever arising out of or in relation to:

- i. your use of or access to (or inability to use or access) the Verified by Visa services; or
  - ii. any other failure of performance, error, omission, interruption or defect, or any loss or delay in transmission or a transaction.
- f. If you are dissatisfied with any aspect of the Verified by Visa service, your sole and exclusive remedy is to terminate participation in the Verified by Visa transaction or service, as provided in these Conditions of Use.
- g. Where you have authorised a Merchant to transact on the account by providing your Visa Card number or used your 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. 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.

Please contact MyState for more information about your chargeback rights.

## **22. Malfunction**

- a. You will not be responsible for any loss you suffer because an EFT Terminal accepted an instruction but failed to complete the transaction.
- b. If an EFT Terminal malfunctions and you or your Additional Cardholder should have been aware that the EFT Terminal was unavailable for use or malfunctioning, MyState 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.

## **23. Regular Payment Arrangements**

- a. You should maintain a record of any Regular Payment Arrangement that you have entered into with a Merchant.
- b. To change or cancel any Regular Payment Arrangement you should contact the Merchant or MyState at least 15 days prior to the next scheduled payment. If possible you should retain a copy of this change/ cancellation request.

- c. Should your Visa Card details be changed (for example if your Visa 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. Should your Visa 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.

## 24. Changes to Conditions of Use

- a. MyState reserves the right to change these Conditions of Use from time to time, for one or more of the following reasons:
  1. to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
  2. to reflect any decision of a court, ombudsman or regulator;
  3. to reflect a change in its systems or procedures, including for security reasons;
  4. as a result of changed circumstances (including by adding benefits or new features);
  5. to respond proportionately to changes in the cost of providing the Visa Card; or
  6. to make them clearer.
- b. MyState will notify you in writing at least 30 days before the effective date of the change if it will:
  1. impose or increase any fees or charges for the Visa Card;
  2. increase your liability for losses; or
  3. impose, remove or adjust daily or other periodic transaction limits applying to the use of the Visa Card, PIN, your Linked Account(s) or Electronic Equipment.
- c. MyState will notify you of other changes no later than the day the change takes effect by advertisement in the national or local media, notice in a newsletter or statement of account, individual notice sent to you or in any other way permitted by law.
- d. MyState is not obliged to give you advance notice if an immediate change to these Conditions of Use is

deemed necessary for the security of the EFT System or individual accounts.

- e. When the Visa Card is used after notification of any such changes, you accept those changes and use of the Visa Card shall be subject to those changes.

## 25. Privacy and confidentiality

MyState collects personal information about you or your Additional Cardholder for the purposes of providing its products and services to you. MyState may disclose that personal information to others in order to execute any instructions, where it reasonably considers it necessary for the provision of the Visa Card, Verified by Visa service or the administration of your Linked Account(s), or if it is required by law. You represent that, in supplying MyState with personal information about your Additional Cardholder, you have authority to do so and will inform them of the contents of this clause. You and your Additional Cardholder may have access to the personal information MyState holds about each of you at any time by asking MyState.

For more details of how MyState handles personal information, refer to MyState's Privacy Policy (*Privacy Statement and Consent*).

## 26. Miscellaneous

- a. You agree that you will promptly notify MyState of any change of address for the mailing of any notifications which MyState is required to send to you.
- b. MyState may post all statements and notices to you at your registered address as provided for in MyState's records.
- c. If the Visa Card is issued on a joint account, each party to that account is jointly and severally liable for all transactions on the Visa Card.

## Taxation Implications

Information regarding Government taxes payable are detailed in the *Fees and Charges* for either Personal Deposit Accounts or Business Deposit Accounts.

## Making a complaint

We understand that sometimes you may feel unhappy with some aspects of our products and services.

If you have a complaint or concern, we have a clear process to receive, respond to and resolve it.

If a product or service does not meet your expectations, we want to know about it. Your feedback is important to us and it provides us with the opportunity to continually improve our services. We are committed to resolving customer concerns in a timely and professional manner.

### Be prepared

Before you contact us be prepared with any supporting documents or evidence you think will help clarify your concern. When you make your complaint, be clear about what has happened and what you would like us to do.

### Contact us in Person or via Telephone

If you have a complaint or concern you should first contact us on 138 001 or call into your nearest MyState Branch. In most situations the Service Consultant will be able to resolve the matter at that time.

If we are unable to resolve the matter at that time, we will follow up with the appropriate area and keep you advised of the progress whilst the matter is being investigated.

### Write to us

You may also raise your concerns by completing the 'Complaint Form' in the *Resolving your Complaints* brochure, available at any MyState Branch or by calling 138 001, or documenting separately the details of your complaint and handing it in at your nearest MyState Branch or mailing it to us. All relevant supporting documentation should be included.

Written complaints can be forwarded to:

Complaints Officer  
MyState  
GPO Box 1274  
HOBART TAS 7001

You can also email your complaint or concern to:  
[mycomplaint@mystate.com.au](mailto:mycomplaint@mystate.com.au)

### What you can expect from MyState

Our aim is to respond to your complaint promptly and resolve it quickly. This can often be done when you first contact us, either by phone or in person at a MyState Branch.

If we cannot resolve your concern or complaint immediately, we will continue to investigate the situation promptly, and will try to resolve the problem within 21 days. If we need more information or more time to investigate we will write to

you advising that it will take longer. In no case will we allow a complaint to remain unresolved longer than 45 working days without a written response.

### **What if you are not satisfied with our response**

On occasions, you may remain dissatisfied with our response. The next step is to ask for the matter to be reviewed by a Senior Manager of MyState. Please ensure that you include your customer number on your request, and provide the reason why you are dissatisfied with the initial response and the outcome you are seeking to resolve the dispute.

We will respond within 14 days of receipt of your request, or contact you to advise that the investigation will require additional time.

Please forward your request to:

Complaints Officer  
MyState  
GPO Box 1274  
Hobart TAS 7001

You can also email your request to:  
[mycomplaint@mystate.com.au](mailto:mycomplaint@mystate.com.au)

### **If we cannot resolve the issue to your satisfaction**

If, despite everyone's best efforts to reach a positive outcome you remain dissatisfied with MyState's response, you may wish to have the matter investigated by someone other than MyState.

Should you remain unhappy with our final response, you have the right to have your claim dealt with by the Financial Ombudsman Service (FOS). MyState is a member of FOS, an external dispute resolution scheme approved by the Australian Securities and Investments Commission. FOS is an independent organisation offering free and accessible dispute resolution services to financial services consumers across Australia.

The Financial Ombudsman Service can be contacted by:

**Telephone** 1300 780 808  
**Fax** 03 9613 6399  
**Post** GPO Box 3 Melbourne VIC 3001  
**Email** [info@fos.org.au](mailto:info@fos.org.au)  
**Web** [www.fos.org.au](http://www.fos.org.au)

If you have a complaint or concern about the collection or use of your personal information or a breach of privacy and we are unable to resolve your dispute, the matter can be referred to the Office of the Privacy Commissioner who may investigate your complaint further.

They can be contacted on 1300 363 992  
or at GPO Box 5218, Sydney NSW 2001.

The Australian Securities and Investments Commission (ASIC) [www.asic.gov.au](http://www.asic.gov.au) also has an Infoline 1300 300 630, which you may use to make a complaint and obtain information about your rights. Alternatively, you can detail your complaint in an email to: [infoline@asic.gov.au](mailto:infoline@asic.gov.au).

To find out more, call MyState on 138 001 or visit your local Branch.

## **How to get other information**

Upon request MyState will provide general information about the rights and obligations that may arise out of your relationship with MyState. This includes information pertaining to the operation of accounts, cheque facilities and identification requirements under *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*. This information can be found in our *Terms and Conditions* for either Personal Deposit Accounts or Business Deposit Accounts, which is part of this disclosure documentation.

MyState can provide advice and financial solutions to help you reach financial security and prosperity.

If you would like to know more about our range of banking and financial advisory products and services you can arrange an appointment to meet with a Consultant through any MyState Branch or by phoning our Service Centre on 138 001.

# How to contact MyState

138 001

[mystate.com.au](http://mystate.com.au)

**Mail:** MyState

GPO Box 1274

Hobart Tasmania 7001

**Email:** [info@mystate.com.au](mailto:info@mystate.com.au)

MyState Financial Limited (MyState)

ABN 89 067 729 195

AFSL 240896 ACL Number 240896

A wholly owned subsidiary of MyState Limited

ABN 26 133 623 962