

Effective date | 16 January 2025

Terms & Conditions Visa Debit Card

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MyState Bank Limited (MyState Bank)
ABN 89 067 729 195
AFSL 240896
Australian Credit Licence Number 240896
A wholly owned subsidiary of MyState Limited
ABN 26 133 623 962

This document is part of the disclosure documents for MyState Bank's Visa Debit Card.

The other documents for this product are:

- Terms and Conditions for Deposit Accounts & Electronic Banking.
- Fees and Charges for Deposit Accounts.
- Interest Rates for Personal Deposit Accounts or 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 Bank.

Introduction

These terms and conditions explain your rights and our responsibilities to you as a customer when you access any of our deposit account products, including our no longer offered products, via a Visa Debit Card.

The Visa Debit Card is a non-cash payment facility that can be used to perform transactions on your linked account(s) to complete EFT transactions.

Once you have applied for a Visa Debit Card with us and use it to complete transactions this means that you agree to these terms and conditions. These are to be read together with the linked account specific terms and conditions.

The Visa Debit Card enables you to:

- make purchases at all retail outlets which accept Visa Card, EFTPOS, over the phone or via the internet;
- withdraw cash at an ATM displaying the Visa logo;
- undertake transactions at our branches.
- Please note that the Visa Debit Card is not a credit card, you will need to have sufficient money available to cover your purchase/withdrawal.

Definitions

The following definitions apply when reading these terms and conditions.

- **We/us/our** is MyState Bank.
- **You/your/user/cardholder.**
The customer or account owner and can be individuals or a business authorised to be issued a card linked to your account.
- **ATM** is an automatic teller machine
- **Card** means a Physical Card or a Digital Card (as the case may be)
- **Card details** is the information printed on the Card, or displayed on the Digital Card, and includes, but not limited to, the card number and expiry date.
- **Day** means a 24-hour period commencing on midnight in Sydney Eastern Standard Time or Eastern Summer Time, as the case may be.
- **Digital Card** means a digital Visa Debit Card we issue to you or to any Additional Cardholder to access your Linked Account, the details of which will, at any time, be identical to the details of a Physical Card.
- **Digital Wallet** means a mobile application which enables a user to make transactions using their card or card details through a device, including contactless payments at an EFTPOS Terminal and online purchases.
- **Digital Wallet Provider** means the person operating a Digital Wallet, for example Google (Android Pay).
- **EFT** means Electronic Funds Transfer
- **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 our behalf or any third party for use with a card and PIN 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 your 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** is the account(s) which you linked to your card, and includes any overdraft or line of credit which you may be attached to your account.
- **Merchant** is a retailer or any other provider of goods or services offering card payment services.
- **Online Banking** includes Internet Banking (via the MyState website) and the MyState Banking App.
- **PIN** is the personal identification number we issued to you to use with your card when giving an instruction through Electronic Equipment.
- **Physical Card** means a physical Visa Debit Card we issue to you or to any Additional Cardholder to access your Linked Account, the details of which will, at any time, be identical to the details of a Digital Card.

1. Changes to the terms and conditions

We may change the terms and conditions regarding your card.

We will give you at least 30 days prior notice (longer if we are required to by law or any code we subscribe to) if we:

- Change the daily card limit;
- Introduce or change a fee; or
- Increase your liability for losses in relation to transactions made with your card.

We will tell you all other changes no later than the day the change takes effect.

We will tell you about these changes by one or more of the following methods:

- by advertising in the national, or local, media;
- by giving you written notice (this includes printed or electronic communications such as app notifications, emails, publishing the notice on our website or another platform and directing you to the notice);
- by a prominent notice on our web site;
- by notifying you in any other way that is permitted by law.

We are not required to give you advance notice if an immediate change to the terms and conditions is needed for the security of accounts or the processing of transactions.

2. When you receive your card

Once you receive your physical card and PIN in the mail you will need to:

- Sign the back of the card; and
- Activate the card.

3. Activate the card

If you are issued a Digital Card, the active status of your Physical Card will be the same as your Digital Card (even if you have not received your Physical Card).

A Digital Card is valid when it is issued to you, unless you are required to activate it - in which case the Digital Card will be valid when it has been activated by you.

To prevent fraudulent or unauthorised use of your Linked Account, a Digital Card will be issued with card controls in place to restrict its use. You can change these card controls but must ensure that you maintain the security of your device or account through which your Digital Card can be viewed or accessed.

You should carefully check transactions effected on your Linked Account. If you suspect that Unauthorised Transactions have been made on your Account, you must immediately notify us.

To protect a Digital Card

in addition to protect a Digital Card:

- always keep your device on, or account through, which your Digital Card can be viewed locked when you are not using it;

- never lend your device on which your Digital Card can be viewed to any person or permit any other person to use your Device;
- if you use biometric recognition to access your device on which your Digital Card can be viewed, ensure that only your biometrics are stored in your Device;
- ensure that your passcodes and biometrics stored in connection with your device on which your Digital Card can be viewed remain secure at all times; and
- log out from any account through which your Digital Card can be viewed when you are not using it.

4. How to keep your card safe

We suggest you take note of the following tips to keep your card safe and prevent any unauthorised transactions from occurring:

- Never let your card, digital wallet or other electronic device leave your sight when paying for something – especially when overseas;
- Never give your PIN to anyone else;
- If you change the PIN for your card do not use identifiable numbers which could be easily guessed by someone else. Such as your birth date or phone number;
- Never write your PIN down;
- Monitor your account to make sure no unauthorised transactions have occurred, you can do this via Online Banking or your statement; and
- If your renewal card doesn't arrive as expected or you lose your card, you contact us as soon as possible.

5. Using the card

Within Australia

You can use your card anywhere the Visa or Eftpos symbol appears however we cannot guarantee that all merchants or EFT Terminals will accept your card. We are not responsible if a merchant or another financial institution refuse to accept your card or have restrictions on the use of your card. Your linked account will be debited the amount of your purchase or withdrawal, these will not necessarily be processed on the same day as the transaction.

If the linked account is joint, you are jointly liable for transactions on that account.

Some transactions made in Australia may be processed by the merchant overseas (such as online purchases). These transactions are subject to a Foreign Currency Conversion fee, these are detailed in our Fees and Charges for Deposit Accounts brochure

Outside of Australia

Before travelling overseas we ask that you let us know your travel details so we can prevent your card being blocked as a safety measure. We can then also provide you the relevant hotline of the country you are visiting should you lose your card while travelling.

You can use your card at some overseas terminals and merchants (in person or via other means such as an online purchase), any transactions made will be converted to Australian dollars by Visa International that generally reflect

either wholesale market rates or government mandated rates.

Transactions made or processed by merchants overseas are also subject to a Cash Advance and Foreign Currency Conversion fee, these are detailed in our Fees & Charges brochure.

Merchant Surcharges

In some instances you may also be charged a surcharge by the overseas merchants, ATM's and EFT terminals. The surcharge will apply once you have confirmed the amount of transaction. This surcharge may appear on your statement separately or as part of the entire purchase amount. Once you have confirmed the transaction you will not be able to dispute the surcharge amount.

payWave

If your card has the payWave logo present, you will be able to make faster purchases, rather than swiping your card you will be able to tap your card, digital wallet, mobile phone or other electronic device against the contactless reader at a participating merchant.

If your purchase is under \$100AUD you can transact without entering your PIN. If it is over \$100AUD you may need to enter a pin.

Authorisations

Some transactions on your card require our authorisation, meaning the merchant will ask us for authorisation before completing the transaction.

We have the right to deny authorisation if there is good reason, including but not limited to, insufficient funds in your account, security of your account or credit risk purposes.

We will not be liable to you or any other person for any loss or damage which you or other person may suffer as a result of an authorisation not being granted.

Card expiry

Your card has a set expiry date, before this expiry date is reached we will automatically issue a renewal card to you via post. We will not do this if you are no longer using your card and we will cancel your card.

6. Transaction limits

Your combined ATM and EFTPOS daily withdrawal limit is \$1,000 AUD per card from your linked account when you have sufficient cleared funds including any pre-arranged credit facility. In some cases your daily card withdrawal limit may be altered.

In the event of a system failure the daily withdrawal limit is \$1,000 AUD. Other third party organisations may impose additional restrictions on the amount of funds that may be withdrawn, transferred or paid.

7. Fees and Charges

Details regarding any fees and charges applicable to your card or as a result of certain transactions using your card are detailed in the Fees and Charges for Deposit Accounts.

You may be charged an ATM withdrawal fee for using some ATM's, this fee is not applied by us but is charged to your account by the ATM operator and the message will be displayed prior to your request being completed.

8. How to report loss, theft or unauthorised use of your card or digital wallet.

If you believe your card or device holding a Digital Wallet into which a Card has been registered or through which a Digital Card can be viewed, has been lost or stolen or used without your authorisation you must notify us immediately via phone (if during business hours) or contacting the card hotline.

You should also immediately implement appropriate card controls (such as temporary card block), which you can do through Online Banking or the MyState Bank Mobile Banking App.

Card Hotline

Australia-wide Toll Free 1800 648 027
Calling from overseas +61 2 8299 9109
Visa International 1800 450 346

If the card was used without your authorisation we will need some information from you regarding these transactions

- Date of transaction(s);
- Amount(s);
- Details of the merchant; and
- Any other details that may assist us in investigating your claim.

9. Account Statements

You can request a copy of your statement of your account at any time, there may be a fee for additional statements but we will advise you at the time. We will send you an account statement for your account at least every six months, unless you request it to be more frequent.

10. Liability

This section applies to unauthorised transactions made by someone without your consent. You may also have a right to dispute an unauthorised transaction under the ePayments code.

When you are not liable for loss

You will not be liable for loss in the following situations:

- Fraud or negligence by one of our employees, agent, third party involved in networking arrangements or a merchant;
- Card forgery, information that should be kept secure, faulty, expired or cancelled;
- A transaction that occurred before you received your card;
- A transaction being debited from your account more than once in error;
- Unauthorised transaction after we have been advised that your security has been breached.

You will not be liable for loss arising from a transaction where it is clear that you have not contributed to the loss.

When you are liable for loss

Where we can prove that you contributed to the loss through fraud or breach of the security of your details your account you may be liable for the loss.

You will be liable:

- in full for the actual losses that occur before the loss, theft or misuse of security is reported to us;
- for losses arising from unauthorised transaction that occur because you contributed by leaving your card in an ATM; and
- where we can prove that you contributed to the losses by:
 - delaying the reporting to us of misuse, loss or theft; or
 - breaching the security of your details.

You will not be liable for the portions of losses:

- incurred on any one day that exceeds any applicable daily transaction limit; or
- incurred in any period that exceeds any applicable periodic transaction limit;
- that exceeds the balance on the linked account, including any pre-arranged credit.

Other situation – limited liability

There are situations where you are liable for the loss but not the full amount. You may be held liable for the least of:

- \$150; or
- the balance of the account, including any pre-arranged credit, from which the money was transferred; or
- the actual loss at the time that we are notified that security of your account has been breached (lost, stolen or used without permission) excluding the amount of loss which exceeds any relevant daily transaction limits.

11. Cancelling your card

You can cancel your card at any time via Online Banking or contacting us.

There may be times where we may cancel your card if:

- we believe the security of the card has been breached; or
- we believe you have breached terms and conditions of the card or your linked account.

We may also cancel the card if you have discontinued using it.

If the card is cancelled either by you or us you will remain liable for any transaction that occurs on the linked account.

12. Privacy

We are bound by the Australian Privacy Principles under the Privacy Act 1988 (Cth) and the privacy and confidentiality of your personal information is important to us.

Our Privacy Policy outlines how we deal with your information, including the purpose for which we collect, hold use and disclose your information as well as our legal obligations and rights as to that information.

13. ePayments Code

The ePayments Code regulates electronic payments, including, but not limited to, ATM, EFTPOS, debit card transactions, online payments, online banking and some elements of BPAY.

The ePayments Code is administered by the Australian Securities and Investments Commission (ASIC). Information on the ePayments Code is available at www.asic.gov.au.

We confirm that we will comply with the ePayments Code where that code applies.

14. Banking Code of Practice

The Australian Banking Association's Banking Code of Practice (Banking Code) adopted by us, sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals. The relevant provisions of the Banking Code apply to the products and services covered by these Terms and Conditions. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

If the Code imposes an obligation on us that is in addition to obligations applying under a relevant law, then we will comply with the Code unless doing so would lead us to breach the law, or a relevant regulatory obligation or guidance.

We will do all things necessary to ensure that banking services provided by us under the Code are provided efficiently, honestly and fairly. This is the same standard of behaviour that applies to us where applicable under section 912A(1)(a) of the Corporations Act and section 47(1)(a) of the NCCP Act.

When you carry out an electronic transaction (for example, a transaction using online banking), we will comply with ASIC's ePayments Code.

You can view a copy of the Banking Code on our website or ask for a printed copy to be provided to you over the phone or in a branch.

15. System Malfunction

We will make every effort to have our services available to you 24 hours a day, 7 days a week but there may be times where they are partially or fully interrupted due to circumstances outside our control.

We will not be liable to you for any loss caused by the services not working as they should if you were aware, or should have been aware, that the services were unavailable for use or were not working as they should.

We will take reasonable steps to correct the errors in your account and to refund any fees which would not have been charged to you if the system was working as it should.

It is your responsibility to use other methods of access if for any reason you are unable to use our services.

16. Complaints and feedback

We take your feedback seriously and aim to provide simple, easy to use and trustworthy services to our customers. We see your complaint or feedback as an opportunity to improve the way we do things.

How can I lodge a complaint?

You can advise us of your complaint or provide feedback by:

- Using the online form at mystate.com.au;

- emailing us at mycomplaint@mystate.com.au;
- calling us – 138 001 (between 8:00am and 6:00pm Monday to Friday and 9:00am to 1:00pm on Saturdays, except on public holidays);
- visiting your local branch; or
- writing to us at Complaints & Feedback, GPO Box 1274, Hobart Tasmania 7001.

What should my complaint include?

So that we can resolve your complaint as quickly as possible, it is important that you provide us with as much information as possible. This includes details such as:

- your customer number, name and details of preferred contact method;
- complaint or feedback information – what is your complaint or feedback about and when did it happen; and
- resolution – how would you like the matter resolved.

What are the options available if I need more help?

Our team can assist you with Translator Interpreter Services (TIS) if you speak limited English, or to use the National Relay Service if you have difficulties with hearing.

You may wish to contact a financial counsellor for free, independent advice about your situation. The National Debt Helpline website (ndh.org.au) has easy to use, step-by-step guides on how to tackle debts. You can also call the National Debt Helpline on 1800 007 007 to talk to a financial counsellor.

What are the response timeframes?

We will try our best to resolve the complaint for you straight away, and in most cases we can.

If we can't we will:

- acknowledge that we've received your complaint within 24 hours or one business day;
- keep you up to date on our investigation and progress;
- provide you with final resolution within 30 days - if not, we will inform you of the reasons for delay and when we expect to resolve;
- if your complaint relates to credit involving default notices or financial hardship, we will provide you with a final resolution within 21 days.

What if my complaint isn't resolved to my satisfaction?

If you're not satisfied with the outcome provided to you, the first step is to request the complaint be escalated to a manager of the department you've been speaking with.

In the event you are not satisfied with the Manager's response, you have a few more options as outlined below.

Senior Manager Review

You can request for your complaint to be escalated to a Senior Manager who will review your complaint outcome.

Senior Manager Review

Phone: 138 001

Email: mycomplaint@mystate.com.au, addressed to the Senior Manager

Post: Senior Manager Complaint Review, GPO Box 1274, Hobart TAS 7001

Customer Advocate

You can request for your complaint to be escalated to our Customer Advocate. The Customer Advocate while not independent, is impartial and focuses on achieving a fair outcome for our customers. Our Customer Advocate will review your complaint outcome to make sure that your complaint was handled fairly.

Customer Advocate Review

Phone: 138 001

Email: customeradvocate@mystate.com.au

Post: Customer Advocate, GPO Box 1274, Hobart TAS 7001

Please allow us the opportunity to resolve your complaint through our internal complaint management process, as detailed above, prior to escalating through any other channels.

External Review

MyState Bank is a member of the Australian Financial Complaints Authority (AFCA).

AFCA is an external dispute resolution body that deal with complaints regarding the financial services industry. It is a good practice to go via the internal complaint resolution processes, prior to escalating a complaint with AFCA.

Australian Financial Complaints Authority

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678

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

Privacy or Consumer Data Right Complaints

If your complaint is about how we handle your personal information, you can also contact the Office of the Australian Information Commissioner.

Office of the Australian Information Commissioner (OAIC)

Online: www.oaic.gov.au

Phone: 1300 363 992

Mail: OAIC - CDR Complaints

GPO Box 5218, Sydney NSW 2001

17. Recurring payment arrangements

You can make a Recurring Payment arrangement between you as a cardholder, and a service provider, to allow regular payments from your card number (as opposed to BSB and account number).

All changes or cancellations to this arrangement must be completed with the service provider as soon as possible prior to the next payment. Changes include where your card number or card expiry date has changed.

Closing your card will not automatically stop any further recurring payment arrangements being attempted.

Fees may apply.

18. Visa and eftpos 3D Secure

As a MyState Bank Visa Debit cardholder you're automatically secured with Visa and eftpos 3D Secure.

Visa Secure and eftpos Secure are our 3D Secure fraud prevention measures designed to add an additional layer for security to your online shopping to protect against fraudulent card use. In certain instances, you may be requested to validate your identity by confirming your purchase with an OTP (One-time Password) sent to your registered mobile device. Entering this password will confirm your identity and your transaction will be approved.

You are not able to reverse a transaction authenticated using Visa or eftpos 3D Secure unless MyState Bank is liable.

19. Exclusions of warranties

We do not warrant that Merchants displaying Visa signs or promotional material will accept the card in payment for goods and services.

We do not accept any responsibility should a Merchant, bank or other institution displaying Visa signs or promotional material, refuse to accept or honour the Visa Card.

We are 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.

20. Chargebacks

Where you have authorised a Merchant to transact on the account by providing your 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. You can ask us to dispute a transaction on your Visa debit card account other than unauthorised EFT Transactions if you;

- tell us as soon as you become aware;
- provide us with any information we ask for to support your request.

then we

a. will claim the relevant amount back if we find it to have been incorrectly charged and you have not contributed to the loss; or

b. may accept the Merchant's refusal to make that chargeback only if the refusal is made in a way allowed under the relevant Card Scheme rules.

You have the rights under the above paragraph even if the payment was debited from your debit card account and was part of a recurring payment arrangement you have with that Merchant.

You may have rights to dispute an Unauthorised Transaction under the ePayments Code (see asic.gov.au/regulatory-resources/f/financial-services/epayments-code).

21. Digital wallet terms of use

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

a. Account or Cardholder Terms and Conditions

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

b. Your responsibilities to keep your Visa Card secure and notify us of errors or fraud

You agree to protect and keep confidential your User ID, phone lock passcode, passwords, and all other information required for you to make purchases with your Visa Card using the Wallet. Always protect your passcode by using a unique number or pattern that is not obvious or can be easily guessed. Take precautions when using your Digital Wallet. Try to memorise your passcode or carefully disguise it. Never keep a record of your passcode with your device, on your device or computer, or tell anyone your passcode. If your Device has been lost or stolen, or you believe your security credentials have been compromised, you must report this to us immediately. Your existing terms and conditions for your Visa Card/ Account require you to contact us immediately if you believe there are errors or if you suspect fraud with your Visa Card. This includes any fraud associated with a Digital Wallet. We will not be liable for any losses you incur except as specifically described in the terms and conditions for your Visa Card/Account or as otherwise provided by law.

c. Using a Wallet

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

d. Applicable Fees

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

e. Suspension or removal of a Visa Card from a Digital Wallet by us

We can block you from adding an otherwise eligible Visa Card to the Digital Wallet, suspend your ability to use a Visa Card to make purchases using the Digital Wallet, or cancel entirely your ability to continue to use a Visa Card in the Digital Wallet. We may take these actions at any time and for any reason, such as if we suspect fraud with your Visa Card, if you have an overdue or negative balance on your Visa Card account, if applicable laws change or if directed to do so by the Digital Wallet provider or the applicable card scheme. We may also cease supporting the use of Visa Cards in Digital Wallets at any time.

f. Suspension or removal of a Visa Card from a Digital Wallet by you

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

g. Devices with same Digital Wallet provider account

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

h. Your information

You agree that we may exchange information about you with the Digital Wallet provider and the applicable card scheme (such as Visa) to facilitate any purchase you initiate using a Visa Card registered in a Digital Wallet. By registering your Visa Card in a Digital Wallet, you are providing consent for your information to be shared with these parties. We may also share your information to make available to you in the Digital Wallet information about your Visa Card transactions, or to assist the Digital Wallet provider in improving the Digital Wallet. We are not responsible for any loss, injury or other harm you suffer in connection with the Digital Wallet provider's use of your information.

i. You agree to allow us to contact you electronically

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

j. We may amend these terms at any time

We may amend these terms at any time without prior notice. We will notify you in writing of any changes to these terms. You agree to any such amendments by continuing to keep a Visa Card in the Digital Wallet.

MyState Bank 

138 001 | [mystate.com.au](https://www.mystate.com.au)