

# Visa Credit Card Conditions of Use

## Information Statement

The Credit Card is offered to you on the terms set out in these Visa Credit Card Conditions of Use and in the Credit Card Contract Schedule. Together, these documents govern the use of the card and all transactions on the account. In the event of any inconsistency between these Visa Credit Card Conditions of Use and the Credit Card Contract Schedule, the Credit Card Contract Schedule will prevail.

Please read the Credit Card Contract Schedule and these Conditions of Use carefully. You should also read the information statement "Things you should know about your proposed credit contract" provided separately to you.

If you have any questions concerning these documents, please contact us.

(NB. This document does not contain all the information we are required by law to give you before the contract is made. Further information is contained in the Credit Card Contract Schedule.)

These Visa Credit Card Conditions of Use replace all Visa Credit Card Conditions of Use previously issued.

### 1. **Definitions**

In these Visa Credit Card Conditions of Use and the Credit Card Contract Schedule:

**Account** means the account we set up to record transactions under the contract.

**additional cardholder** means a person you nominate and to whom we issue an additional card.

**annual percentage rate** means the annual percentage rate or rates set out in the Credit Card Contract Schedule and, if varied, the rate as varied.

**ATM (Automatic Teller Machine)** is an EFT terminal, which we advise can be used to obtain a cash advance with the use of the card and PIN.

**available credit amount** means the amount obtained by subtracting from the credit limit:

- (i) the negative (debit) balance (if any) of the account at that time;
- (ii) any uncleared funds that have been applied to the account (if any); and
- (iii) the amount of all authorised transactions not yet debited to the account (if any).

**balance transfer** means a transfer to the account, in accordance with clause 11 below, of an amount from a credit or charge account held by you or any other person with another credit provider in Australia.

**biller** means an organisation which tells you that you can make payments to it using BPAY.

**BPAY®** means the electronic payment scheme called BPAY operated in co-operation between Australian financial institutions, which enables you to effect bill payments to billers who participate in BPAY, either via telephone or internet access or by any other method approved by us from time to time.

**BPAY payment** means a payment transacted by us on your behalf using BPAY.

**business day** means a day that is not Saturday or Sunday; or a public holiday, special day, or bank holiday in the place in which any relevant act is to be done.

**card** means a credit card we issue to you or to any additional cardholder for use on the account.

**card details** means the information provided on the card and includes, but is not limited to, the card number and expiry date.

**cardholder** means you or any additional cardholder.

**cash advance** means a transaction on the account which results in you receiving actual cash (whether at a branch or via an EFT terminal or by other means) and includes;

- (iv) a purchase of "quasi-cash" items such as gambling chips or travellers cheques;
- (v) the payment of a bill at a bank or agent of the biller, which is nominated by the biller (for example, the payment of tertiary fees or utility bills);

(vi) a funds transfer to another account held by you or a third party with us or another financial institution; or

(vii) a BPAY payment.

**charge** means an amount debited to the account, including a cash advance, purchase, balance transfer, fee, interest charge, tax and any other amount you have agreed to pay us or be liable for under the contract.

**chargeback** means the relevant operating rules for transferring the transaction amount of a disputed transaction.

**contract** means the credit contract between you and us, comprising these Visa Credit Card Conditions of Use and the Credit Card Contract Schedule.

**credit limit** means the credit limit for the account set out in the Credit Card Contract Schedule and, if varied, the credit limit as varied.

**Cuscal** Cuscal Limited ABN 95 087 822 455

**cut off time** means the time advised to you, prior to you confirming the payment instructions, by which your payment instructions must be received by us in order for those instructions to be processed that business day by BPAY or by us for any other payment or transfer instructions.

**delinquent account** means the status of the account when you have not met the payment conditions under the contract.

**EFT terminal** means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any other third party for use with the card and PIN to conduct an EFT transaction and includes, but is not limited to, an ATM and EFTPOS.

**EFT transaction** means a funds transfer initiated by giving an instruction to us through electronic equipment and using the card, PIN and/or card details, but not requiring a manual signature.

**EFTPOS (Electronic Funds Transfer Point of Sale terminal)** is an EFT terminal which we advise can be used to make purchases with the use of the card.

electronic equipment includes, but is not limited to, an EFT terminal, computer, television and telephone.

**Financial Information Table** means the Financial Information Table which is set out in the Credit Card Contract Schedule.

**inactive account** means a credit card account that has not been operated on either by deposit or withdrawal for a period of 24 months.

**Credit Card Contract Schedule** means the Credit Card Contract Schedule, including the Financial Information Table, which is attached advising of our approval of your application for the card. It forms part of your contract with us.

**minimum monthly payment** means the amount determined in accordance with clause 17.2 below. It will be included in the "Minimum Payment" amount in your statement of account.

**merchant** means a business which accepts the card as payment for goods and services.

**National Credit Code** means the National Credit Code set out in Schedule 1 to the *National Consumer Credit Protection Act 2009* (Cth).

**PIN** means the Personal Identification Number which is issued to a cardholder by us for use with a card at an ATM or EFTPOS.

**purchase** means any transaction (other than a cash advance) with a merchant, the payment for which is authorised by a cardholder to be made on the account and includes an order made for goods or services which are not taken.

**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 (eg. monthly or quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction.

**unauthorised** means without the knowledge or consent of a cardholder.

**unpaid daily balance** means the unpaid balance of the account (being the excess of all amounts debited over all amounts credited to the account) at the end of each day.

**we, us, our or Horizon Credit Union** means your credit union that issued you with the VISA Credit Card.

**you, your** means the account holder. If there is more than one account holder, each is liable jointly and severally under the contract.

## **2. The Credit Card Contract**

You will accept our offer and be bound by this contract when you first do either of the following:

- (a) Use your card; or
- (b) Activate the account.

## **3. Account Activation and Card Security**

- 3.1 All cards issued remain our property and must be returned or destroyed if we ask you to do so.
- 3.2 A card can only be used if the account to which it relates has been activated. A card is only valid for the period printed on it. It cannot be used before its commencement date or after its expiry date
- 3.3 The account is a single account for all cards which may be issued under the contract.
- 3.4 The new account will be activated when you give us your verbal instruction to activate the account.
- 3.5 Subject to these Visa Credit Card Conditions of Use, you are liable for all charges on the account including charges incurred by an additional cardholder and enforcement expenses. You must ensure that all cards are used in accordance with these Conditions of Use.
- 3.6 You or an additional cardholder must notify us immediately on becoming aware that a card is lost, stolen or used without your authority, or that a PIN has become known to someone else (or you suspect that it has become known to someone else) by:
  - (a) Via phone during business hours or in person at one of our branches; or
  - (b) Via Online Banking or Mobile Banking; or
  - (c) The Visa Card Hotline at any time on its emergency number detailed in the box below

### **Visa Card Hotline**

Horizon Bank 1300 366 565 (during business hours)

Australia wide toll free 1800 648 027 (after business hours)

From overseas +61 2 8299 9101

The Visa Card Hotline will acknowledge the notification by giving you a reference number. Please retain this number as evidence of the date and time of contacting us or the Visa Card Hotline. When contacting the Visa Card Hotline, you or your Nominee should confirm the loss or theft with us as soon as possible.

If the Visa Card Hotline is not operating at the time notification is attempted, the loss, theft or Unauthorised use must be reported to us as soon as possible during business hours. We 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 us as soon as possible during business hours.

## **4. Additional Cardholders**

- 4.1 We may issue a card to any person you nominate, provided that person is over the age of 18 years and satisfies the identify verification requirements of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.
- 4.2 All transactions effected or authorised by an additional cardholder will be treated as having been authorised by you and you will be responsible for them.

- 4.3 You must ensure that each additional cardholder receives a copy of the contract, reads it and protects their card and PIN in the same way as the contract requires you to protect your card and PIN. If an additional cardholder does not comply with the contract, you will be liable to us.
- 4.4 You acknowledge and agree that any additional cardholder can:
- (a) operate the credit card account in the same way that you can (however, an additional cardholder cannot ask us to increase the credit limit or nominate another person to receive a card); and
  - (b) access financial information about the account including information relating to transactions, the account balance, the available credit amount and the minimum monthly payment.
- 4.5 You can at any time revoke the authority of an additional cardholder to operate the account by telling us in writing or by visiting our website at [www.horizonbank.com.au](http://www.horizonbank.com.au) and by returning the additional card to us. We will then cancel the additional card. Except for transactions which were processed and approved before we received your instructions and transactions we are otherwise unable to stop, you will not be liable for transactions effected by the additional cardholder after we receive your instructions to revoke their authority.

## **5 Credit Limit**

- 5.1 Your credit limit is set out in the Credit Card Contract Schedule. You can ask us to increase the credit limit at any time but we are not required to agree. It will be increased only at your request or with your consent.
- 5.2 The credit limit is the maximum amount of credit you may obtain on the account. The account balance must not exceed the credit limit. Any amount in excess of the credit limit must be paid to us immediately.
- 5.3 We can reduce or cancel the credit limit at any time, whether or not you are in default under the contract and without prior notice to you. We will advise you as soon as possible if we do so.
- 5.4 We will debit transactions on the account against any positive (Cr) balance before reducing the available credit amount.
- 5.5 The credit limit does not change simply because we debit an amount to the account that causes the account balance to exceed the credit limit.

## **6 Codes of Practice**

- 6.1 We warrant that we will comply with the requirements of the ePayments Code and the Customer Owned Banking Code of Practice, where those requirements apply to your dealings with us.
- 6.2 You may obtain general descriptive information about Horizon Credit Union's products and services from us on request.

## **7 Using the Card**

- 7.1 The account must not be used for any unlawful purpose, including the purchase of goods or services prohibited by the laws of the jurisdiction of purchase.
- 7.2 The maximum daily ATM cash advance amount for the account is AUD\$2,000 or as we advise you from time to time in accordance with clause 24.
- 7.3 Some merchants and financial institutions may impose a lower maximum and/or a minimum amount on EFT transactions.
- 7.4 Cash advances from ATMs will only be available upon entry of the correct PIN in conjunction with the use of the card.
- 7.5 Your Visa Credit Card has contactless functionality allowing you to make Contactless Transactions for purchases at merchant terminals that allow for this functionality.
- 7.6 You may request a balance transfer in accordance with clause 11 below.
- 7.7 You agree that we can debit the account with all transactions authorised by a cardholder. Transactions can be authorised by:
- (a) using a card, alone or together with your PIN, at any EFT terminal;
  - (b) presenting a card to a merchant and signing a voucher or other documentation acceptable to us authorising the transaction; or

- (c) providing the card details to a merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to us, for example, over the phone or on-line.
- 7.8 A transaction can be authorised for a particular amount or for particular goods or services. For example, if you hire a car, you may authorise a transaction for both the rental and any additional costs, such as the cost of any damage to the vehicle.
- 7.9 When a transaction is authorised by a cardholder:
  - (a) the cardholder is confirming the validity of the amount of the transaction, that is, the transaction correctly represents the purchase price of the goods or services obtained, or the amount of the cash advance;
  - (b) you agree that we are providing you with credit equal to the amount of the transaction on the date on which the transaction is made; and
  - (c) you agree to pay (in Australian dollars) the amount of that transaction.
- 7.10 The Visa and Horizon security systems continue to protect you from unauthorised transactions.

## **8 Authorisation by Us**

- 8.1 We may choose at any time not to authorise a transaction, where this is required for security or credit risk purposes. We shall not be liable to you or anyone else for any loss or damage resulting from our refusal to do so.
- 8.2 Once we authorise a transaction we will reduce the available credit amount. If the transaction is not completed, the available credit amount may not be reinstated for up to seven business days after the authorisation is obtained.

## **9 Direct Debit and other Standing Authorities**

- 9.1 You can, at any time, authorise another person pursuant to periodic authority to debit the account.
- 9.2 To cancel such an authority, you must notify that third party according to any arrangements between you and that third party. You may also notify us.
- 9.3 In some circumstances, if the account number changes, the account is closed, a card is lost, stolen, or cancelled, and you fail to provide alternative payment details (for example, your new account number) to the third party, we may stop processing the debit transactions, after giving notice to the third party, and this may cause the third party to stop providing you the goods and services.
- 9.4 Acceptance of direct debits is at our discretion. We may stop direct debits if deemed appropriate.

## **10 Exclusions of warranties and representations**

- 10.1 We do not warrant that Merchants displaying Visa signs or promotional material will accept the Visa Credit Card in payment for goods and services. You should always enquire before selecting goods or services.
- 10.2 We do not accept any responsibility should a Merchant, bank or other institution displaying Visa signs or promotional material, refuse to accept or honour the Visa Credit Card. We do not warrant that Electronic Terminals displaying Visa signs or promotional material will accept the Visa Credit Card.
- 10.3 We are not responsible for any defects in the goods and services acquired by you through the use of the Visa Credit 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.
- 10.4 Where you have authorised a Merchant to transact on the account by providing your Visa Credit 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.
- 10.5 Please note we are not able to reverse (chargeback) direct debit Transactions set up using your default deposit account number and branch number (BSB).

- 10.6 To avoid losing any rights you may have for transactions other than Unauthorised transactions you should:
- a. tell us within 30 Days after the date of the statement which shows the transaction; and
  - b. provide us with any information we ask for to support your request.
- 10.7 Please contact us for more information about your chargeback rights.

## **11 Balance Transfer**

You may request us to transfer to the account the outstanding balance of a credit or charge account held by a cardholder or any other person with another credit provider, provided that:

- (a) a balance transfer will only be permitted up to the available credit amount;
- (b) the account is not delinquent; and
- (c) you accept that a balance transfer may be refused by us at our discretion.

## **12 Interest Rates**

The annual percentage rate that applies to the account is stated in the Credit Card Contract Schedule. The "daily percentage rate" is calculated by dividing the annual percentage rate by 365. If a change is made to the annual percentage rate, you will be notified in accordance with clause 24.3

## **13 Interest**

In this clause, Due Date means the date set out in your statement of account as the date the minimum monthly payment is due.

- 13.1 **Interest – Free Purchases:** We do not charge interest on a purchase listed in your statement of account to the extent that:
- (a) you make a payment in full in respect of that statement of account by the Due Date; and
  - (b) no part of that payment is applied by us, in accordance with clause 18, to an amount owing on a previous statement of account. Otherwise, interest will be payable in accordance with clause 13.3 on each purchase listed in your statement of account from the date payment is due until the date it is paid in full, and only on the outstanding balance of that purchase.
- 13.2 **Cash Advances:** There is no interest free period for cash advances. Cash advances incur interest in accordance with clause 13.3 from the date the transaction is posted to your account until the date the transaction is paid in full.
- 13.3 **Calculation of Interest:** Subject to clause 13.1, interest is calculated daily by applying the daily percentage rate to the unpaid daily balance of the account and is debited to the account on the last day of the statement period.
- 13.4 **Interest on Deposits:** We will not pay you interest on any positive (credit) balance on the account.

## **14 Fees and Charges**

- 14.1 You must pay us the fees and charges in the amounts and at the times set out in the Credit Card Contract Schedule, as required by these Visa Credit Card Conditions of Use or as notified under clause 24. We may debit them to the account and they will appear in your statement of account.
- 14.2 You must pay us an amount equal to any government tax, duty or charge imposed by law in any country in respect of the card, the account or contract, the use of the card or any transaction in relation to the account.
- 14.3 You must pay the "Annual Fee" referred to in the Credit Card Contract Schedule (as varied from time to time). The Annual Fee will be debited to the account upon acceptance of the contract and then annually in advance until the credit card account is closed and is paid in full (except where the Credit Card Contract Schedule otherwise provides). No refund of the fee, or any part of it, is payable when the credit card account is closed.
- 14.4 Any fee or charge in foreign currency will be converted into Australian dollars in accordance with clause 15.1.
- 14.5 All fees and charges debited to the account will be payable by you in accordance with clause 17.

## **15 Using the Card Outside Australia**

- 15.1 All transactions made in a foreign currency on the VISA card will be converted into Australian currency by VISA Worldwide, and calculated at a wholesale market rate selected by VISA from within a range of wholesale rates or the government mandated rate that is in effect one day prior to the Central Processing Date (that is, the date on which VISA processes the transaction).
- 15.2 All transactions made in a foreign currency on the VISA card are subject to a conversion fee equal to 2% of the value of the transaction, payable to Cuscal Limited ABN 95 087 822 455 ("Cuscal") Australian Financial Service Licence number 244116, as the principal member of VISA Worldwide, plus 1% of the value of the Transaction payable to us. The amount of this currency conversion fee is subject to change from time to time and we will advise you in advance of any such change.
- 15.3 Some overseas merchants and Electronic Terminals charge a surcharge for making a transaction. Once you have confirmed the transaction you will not be able to dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.
- 15.4 Before travelling overseas, you or an additional cardholder should consult us to obtain VISA Card Hotline telephone numbers for the country of destination.
- 15.5 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.

## **16 Statements**

- 16.1 We will send you a statement of account each month. Each debit and credit to the account takes effect on the date we assign to it which may not be the date on which it is processed and we may adjust any debit or credit at any time to reflect your and our obligations and the terms of this contract.
- 16.2 You should check each statement of account and tell us of any entry in the statement which you dispute.
- 16.3 You may request a copy of any statement of account at any time subject to any fee referred to in the Credit Card Contract Schedule.

## **17 Payments**

- 17.1 You must pay us immediately upon receipt of the statement of account:
  - (a) the amount (if any) by which the closing balance exceeds the credit limit; and
  - (b) the amount (if any) of any minimum monthly payment which remains unpaid from a previous statement of account (shown as "overdue amount" in the statement of account).
- 17.2 You must also pay us by the statement "Due Date" the amount of a minimum monthly payment (if any) for the month in respect of which the statement of account is issued. If you do not pay the minimum monthly payment by the statement "Due Date", a Late Payment Fee may apply. Please refer to the Credit Card Contract Schedule for details. The minimum monthly payment for that month will be the greater of 3% (rounded up to the nearest dollar) of the closing balance or \$20 or if that closing balance is \$21 or less, that closing balance.
- 17.3 The statement of account will include all amounts owing under clause 17.1 and 17.2 in the "Minimum Payment" amount on the statement.
- 17.4 You may pay us as much as you wish towards the closing balance of the statement of account in addition to the amounts referred to in clauses 17.1 and 17.2. Subject to clause 13, if the closing balance is paid in full, you may be entitled to an interest-free period in respect of certain transactions.
- 17.5 A payment of the account can only be made in Australia and in Australian dollars.
- 17.6 If you will be overseas when a payment is due, it will be necessary to arrange for payments to be made to the account in Australia in your absence.
- 17.7 For the purpose of this clause 17, a reversal or refund of charges to the account is not a payment to the account.

- 17.8 A payment will not be treated as made until the date we credit the payment to the account in the ordinary course of business. If paying by mail you should allow adequate time for the payment to reach us before the statement due date. (The proceeds of any payment made by cheque or other instrument or through the GiroPost system will not be available to increase the available credit amount until honoured.)
- 17.9 If the statement "Due Date" is not a business day, the payment must be made on or by the last business day immediately before the statement "Due Date".
- 17.10 If your cheque or other payment instrument is not honoured in full when first presented or if a payment through the GiroPost system is not honoured in full, the payment will not constitute a valid payment and you will be charged the payment dishonour fee, if any, referred to in the Credit Card Contract Schedule.

**18 Application of Payments**

We will apply payments we receive on your account first to amounts owing which attract the highest annual percentage rate and then to the next highest interest rate and so on, unless we agree otherwise at your request.

**19. Default**

- 19.1 You will be in default under this contract if you:
- (a) fail to pay us any payment due under this contract when it is due;
  - (b) exceed the credit limit;
  - (c) fail to comply with your obligations under this contract; or
  - (d) give us incorrect or misleading information in connection with this contract.
- 19.2 If you default we may (subject to clause 19.3):
- (a) cancel all cards;
  - (b) require you to pay us on demand the outstanding balance of the account (including amounts which you become liable to pay under the contract and which are yet to be debited to the account);
  - (c) exercise any other rights that the law gives us; and
  - (d) require you to pay us on demand reasonable enforcement expenses we reasonably incur in the exercise of our rights against you, including legal fees.
- 19.3 Our right to take action against you under clause 19.2 may be subject to a requirement of the National Credit Code that we first give a notice allowing you at least 30 days from the date of the notice to remedy the default. If so, you will be deemed to have failed to remedy the default specified in the notice if, at the end of the time allowed by that notice, you have remedied that default but have committed another of the same type. If you do not comply with the notice, if we are not required to give you a notice, or if the notice need not require you to remedy the default, we can take action against you under clause 19.2.
- 19.4 If an obligation to pay us an amount under the contract becomes merged in a court order or judgement, you must pay us interest on that amount daily until paid at the rate of interest applying to our VISA Credit Cards at that time.

**20 Closure of the Account and Cancellation of the Card by Us**

- 20.1 We reserve the right to close the account at any time.
- 20.2 We may close the account without prior notice if:
- (a) we believe that use of a card or the account may cause loss to you or to us or where required for security or credit risk purposes;
  - (b) the account is inactive; or
  - (c) the credit limit has been exceeded. (Note that we may elect not to close the account for this reason but the fact that we have elected not to do so on one or more previous occasions does not stop us from closing it whenever the credit limit has been exceeded.) Unless you are in default or we have previously given you notice to that effect, we will give you written notice as soon as possible after we close your account.

- (b) We may also close the account upon giving you not less than one month written notice.
- 20.3 If the account is closed, all cards issued in relation to the account will be cancelled.
- 20.4 We will not cancel any individual card without good reason but we may cancel a card at any time without prior notice if we believe that use of the card may cause loss to you or us or where required for security or credit risk purposes. If we do so, we will give you written notice as soon as possible afterwards.

**21. Closure of the Account and Cancellation of the Card or Reduction of the Credit Limit by You**

- 21.1 You may close the account or reduce the credit limit at any time by making a written request to us or by visiting our website at [www.horizonbank.com.au](http://www.horizonbank.com.au) and request credit limit reduction or closure. If the account is closed, all credit cards issued in relation to the account will be cancelled.
- 21.2 You may request us in writing or by visiting our website, in accordance with clause 4.5, to cancel the card of an additional cardholder.
- 21.3 Written requests should be mailed to the postal address of Horizon Credit Union as set out in your statement of account.

**22. When the Account is Closed or a Card is Cancelled**

- 22.1 When we cancel a card, including when you request it:
  - (a) we will confirm the cancellation;
  - (b) the card must not be used; and
  - (c) the card must be returned to us (cut diagonally in half) or you must satisfy us that it has been destroyed.
- 22.2 If the account is closed, including when you request it:
  - (a) all cards must not be used;
  - (b) all cards must be returned to us (cut diagonally in half) or you must satisfy us that they have been destroyed;
  - (c) you must pay the minimum monthly payment each month if an outstanding balance remains;
  - (d) your obligations under the contract will continue until you pay us the total amount you owe us (including amounts which you become liable to pay under the contract and which are not yet debited to the account); and
  - (e) you should cancel all periodic debit authorities which apply to the account.
- 22.3 If the account has a positive (credit) balance when it is closed, we will send you a cheque for that balance (unless those funds have been remitted as unclaimed money in accordance with the law) or deposit the funds into any of your accounts with us.

**23. Change of Address**

You must tell us promptly if you change your address.

**24. Changes to the Contract**

- 24.1 We may change the contract at any time without your consent for one or more of the following reasons:
  - (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general industry practice;
  - (b) to reflect any decision of a court, ombudsman or regulator;
  - (c) to reflect a change in our systems or procedures, including for security reasons;
  - (d) as a result of changed circumstances (including by adding benefits or new features);
  - (e) to respond proportionately to changes in the cost of providing the card or the account (including by changing interest rates); or
  - (f) to make them clearer.
- 24.2 The changes we may make include:
  - (a) changing the annual percentage rate;
  - (b) changing the method of calculating the minimum monthly payment;
  - (c) changing the frequency of any payment;

- (d) changing the amount or frequency of payment of any fee or charge;
  - (e) imposing a new fee or charge;
  - (f) reducing (but not increasing) the credit limit;
  - (g) changing the method of calculating or debiting interest;
  - (h) changing the maximum daily cash withdrawal limit; and
  - (i) changing the interest free period.
- 24.3 We will give you notice of any change in accordance with any requirement of the National Credit Code or any other code or law which may apply. For example, we will give:
- (a) notice of an increase in the annual percentage rate by writing to you or by newspaper advertisement no later than the day on which the increase is to take effect;
  - (b) at least 20 days written notice if we:
    - (i) increase charges relating solely to the use of the card, PIN or card details or the issue of any replacement card, PIN or card details;
    - (ii) increase your liability for losses for EFT transactions;
    - (iii) impose, remove or adjust a daily or other periodic transaction limit applying to the use of the card, PIN, card details, the account or electronic equipment;
    - (iv) change the amount, frequency or time for payment of a credit fee or charge or the minimum monthly payment; or
    - (v) make any other change to the contract which increases your obligations or reduces the time for any payment;
  - (c) at least 30 days (or such lesser period as may be set by the Customer Owned Banking Code of Practice) written notice of:
    - (i) any change in the manner in which interest is calculated or the frequency with which it is debited; or
    - (ii) the imposition of a new fee or charge.
- 24.4 We will supply information on current interest rates and fees and charges on request.

## **25 Card Renewal**

We may automatically issue you and any additional cardholder with a replacement card whenever the current card expires at our discretion. The use of any replacement card is subject to this contract. If you do not wish to receive a replacement Visa Credit Card, either for yourself or your Nominee, you must notify us before the expiration date of the current Visa Credit Card. You must give us reasonable time beforehand to arrange cancellation of the issue of a replacement Visa Credit Card.

## **26 No Waiver**

Our rights under this contract are unaffected by any delay in exercising them, by us giving you any time or other indulgence, or by the acceptance of monies from you after you default.

## **27 Assignment**

We may assign or otherwise deal with our rights under the contract without your consent and in any way we consider appropriate and you authorise us to disclose any information about the account to any person in connection with the assignment.

## **28 Commissions and Related Payments**

- 28.1 If you take out "Credit Card Insurance" (a form of consumer credit insurance) through an arrangement we have with an insurance company then we may receive commission for the introduction of insurance business. The commission will be disclosed to you in the Credit Card Contract Schedule.
- 28.2 If you choose to debit the premiums from your account (annually or monthly), such a debit will be shown on your statement.

## **29 Evidence**

- 29.1 You agree that a sales voucher or other record of a transaction provided by a merchant or ATM is admissible evidence of the transaction and of the amount shown, even if it is not signed by a cardholder, and that, unless you show satisfactory evidence to the contrary, it is conclusive evidence.
- 29.2 You also agree that a statement given by us stating the amount of the outstanding balance of the account, or any other amount recorded on the account, is admissible evidence that the amount is in fact owing at the date of the statement and that, unless you show satisfactory evidence to the contrary, it is conclusive evidence.

### **30 National Credit Code**

If any provision of the contract is invalid or unenforceable under the National Credit Code, it is to be severed from the contract without affecting the validity of the remainder.

### **31 Privacy**

- 31.1 You agree that information about you (including credit information about you and the account) may be given to and obtained from any credit reporting agency, other credit providers (including Cuscal Limited as the principal member of VISA Worldwide), any person providing services in connection with the administration of your application or account (including your use of BPAY) or the marketing of our services or those of any body corporate related to us.
- 31.2 You agree that we may, at our discretion and for any purpose including security, training, or information verification, listen to and/or record any telephone calls to which you are a party with us, including telephone enquiries, complaints and reports made by you.

### **32 Card Security Guidelines**

- 32.1 The security of your credit card is very important. The following guidelines provide examples of security measures and will not determine your liability for any losses resulting from unauthorised transactions. Liability for such transactions will be determined in accordance with the ePayments Code.

#### **Guidelines for Ensuring the Security of the Visa Credit Card and PIN**

- Keep the Visa Credit 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
- Never write the PIN on the Visa Credit Card
- Never write the PIN on anything which is kept with or near the Visa Credit Card
- Never lend the Visa Credit Card to anybody
- Never tell or show the PIN to another person
- Use care to prevent anyone seeing the Visa Credit Card number and PIN being entered at Electronic Equipment
- Ensure you prevent anyone seeing the card number when using Digital Channels, e.g. mobile banking application or online banking

- Immediately report the loss, theft or Unauthorised use of the Visa Credit Card to us or to the Visa Card Hotline
- Keep a record of the Visa Card Hotline telephone number for your area with your usual list of emergency telephone numbers
- Examine your periodical statement immediately upon receiving it to identify and report, as soon as possible, any instances where the Visa Credit Card has been used without your authority
- Immediately notify us of any change of address

### **33. Unauthorised Transactions**

For the purpose of this section, an Unauthorised Transaction is a transaction that is not authorised by a User. This does not include transactions carried out by an account holder or an authorised User, or by anyone who performs a transaction with the knowledge or consent of the account holder or any authorised User.

#### **33.1 When you are not liable for loss**

33.1.1 You are not liable for loss arising from an unauthorised transaction if it is caused by:

- a. fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a merchant or their employee or agent.
- b. a card/device, identifier or Pass Code which is forged, faulty, expired or cancelled.
- c. a transaction requiring the use of a card/device and/ or Pass Code that occurred before the User received the card/device and/or Pass Code (including a reissued card/device and/or Pass Code).
- d. a transaction being incorrectly debited more than once to the same facility.
- e. an unauthorised transaction performed after we have been informed that a card/device has been misused, lost or stolen, or the security of a Pass Code has been breached.

33.1.2 You are not liable for loss arising from an unauthorised transaction that can be made using an identifier without a Pass Code or card/device. Where a transaction can be made using a

card/device, or a card/device and an identifier, but doesn't require a Pass Code, you are liable only if the User unreasonably delays reporting the loss or theft of the card/device.

33.1.3 You are not liable for loss arising from an unauthorised transaction where it is clear that a User has not contributed to the loss.

### 33.2 **When you are liable for loss**

33.2.1 If *Section 33.1* does not apply, you may only be made liable for losses arising from an unauthorised transaction in the circumstances specified in this *Section 33.2*

33.2.2 Where we can prove on the balance of probability that a User contributed to a loss through fraud, allowing another person to register any biometric information on their card/device, or breaching the Pass Code security requirements:

- a. you are liable in full for the actual losses that occur before the loss, theft or misuse of a card/device or breach of Pass Code security is reported to us.
- b. you are not liable for the portion of losses:
  - (i) incurred on any one day that exceeds any applicable daily transaction limit.
  - (ii) incurred in any period that exceeds any applicable periodic transaction limit;
  - (iii) that exceeds the balance on the facility, including any pre-arranged credit;  
or
  - (iv) incurred on any facility that we and you had not agreed could be accessed using the card/device or identifier and/or Pass Code used to perform the transaction.

33.2.3 Where:

- a. more than one Pass Code is required to perform a transaction; and
- b. we prove that a User breached the Pass Code security requirements for one or more of the required Pass Codes, but not all of the required Pass Codes.

you are liable under *Section 33.2 .2* only if we also prove on the balance of probability that the breach of the Pass Code security requirements was more than 50% responsible for the losses, when assessed together with all the contributing causes.

33.2.4 You are liable for losses arising from unauthorised transactions that occur because a User left a Card in an ATM, if the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

**Note:** Reasonable safety standards that mitigate the risk of a card being left in an ATM include ATMs that capture cards that are not removed after a reasonable time and ATMs that require a User to swipe and then remove a card in order to commence a transaction.

33.2.5 Where we can prove, on the balance of probability, that a User contributed to losses resulting from an unauthorised transaction by unreasonably delaying reporting the misuse, loss or theft of a card/device, or that the security of all Pass Codes has been breached, you:

- a. are liable for the actual losses that occur between:
  - (i) when the User became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen card/device; and
  - (ii) when the security compromise was reported to us
- b. are not liable for any portion of the losses:
  - (i) incurred on any one day that exceeds any applicable daily transaction limit;
  - (i) incurred in any period that exceeds any applicable periodic transaction limit;
  - (ii) that exceeds the balance on the Facility, including any pre-arranged credit; or
  - (iii) incurred on any Facility that we and you had not agreed could be accessed using the card/device and/ or Pass Code used to perform the transaction.

**Note:** You may be liable under *Section 33.2.5* if you were the User who contributed to the loss, or if a different User contributed to the loss.

33.2.6 Where a Pass Code was required to perform an unauthorised transaction, and *Sections 33.2.2 – 33.2.5* don't apply, you are liable for the least of:

- a. \$150, or a lower figure determined by us;
- b. the balance of the facility or facilities which we and you have agreed can be accessed using the card/device and/or Pass Code, including any prearranged credit; and
- c. the actual loss at the time that the misuse, loss or theft of a card/device or breach of Pass Code security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit.

33.2.7 In deciding whether on the balance of probabilities we have proved that a User has contributed to losses under *Sections 33.2.2– 33.2.5*:

- a. we must consider all reasonable evidence, including all reasonable explanations for the transaction occurring;
- b. the fact that a facility has been accessed with the correct card/device and/or Pass Code, while significant, does not, of itself, constitute proof on the balance of probability that a User contributed to losses through fraud or a breach of the Pass Code security requirements; and
- c. the use or security of any information required to perform a transaction that is not required to be kept secret by Users (for example, the number and expiry date of a card/device) is not relevant to a User's liability.

33.2.8 If a User reports an unauthorised transaction on a credit card account, we will not hold you liable for losses under this *Section 33.2* for an amount greater than your liability if we exercised any rights we had under the rules of the card scheme at the time the report was made, against other parties to the card scheme (for example, charge-back rights).

This section does not require us to exercise any rights we may have under the rules of the card scheme. However, we cannot hold you liable under this section for a greater amount than would apply if we had exercised those rights

### **34 Complaints & Feedback**

- 34.1 Horizon Bank is committed to handling disputes and complaints in a way that is fair, prompt & efficient, and consistent with relevant law & applicable industry codes.
- 34.2 To make a complaint, provide general feedback, or if you would like to give us a compliment, please speak to our staff at any branch, our contact centre on 1300 366 565 or via email at [customerfeedback@horizonbank.com](mailto:customerfeedback@horizonbank.com).
- 34.3 If you are not satisfied with the way in which your complaint was resolved in the first instance through our front-line staff, you can contact:

**Horizon Bank Complaints Officer**  
**PO Box 280 Wollongong NSW 2520**  
**Phone: 1300 366 565**  
**[customerfeedback@horizonbank.com.au](mailto:customerfeedback@horizonbank.com.au)**

- 34.4 We will do our best to ensure that any investigation is completed, and a decision on your complaint is communicated to you within 21 days of being advised of the complaint. We will inform you if we need more time.
- 34.5 If your complaint is still unresolved, please contact the Australian Financial Complaints Authority (AFCA), which is an independent external dispute resolution body at:

**Australian Financial Complaints Authority**  
**GPO Box 3, Melbourne, VIC 3001**  
**Phone: 1800 931 678**  
**[info@afca.org.au](mailto:info@afca.org.au)**  
**[www.afca.org.au](http://www.afca.org.au)**

- 34.6 AFCA requires you to contact us in the first instance to try to resolve your complaint.
- 34.7 If you have a complaint about our compliance with the COBCOP which does not involve financial loss, you can contact:

**Customer Owned Banking Code**  
**Compliance Committee**  
**PO Box 14240**  
**Melbourne VIC 8001**  
**Phone: 1800 931 678**  
**[info@codecompliance.org.au](mailto:info@codecompliance.org.au)**

### **35 Regular Payment Arrangements**

- 35.1 You should maintain a record of any regular payment arrangement that you have entered into with a merchant.
- 35.2 To change or cancel any regular payment arrangement you should contact the merchant.
- 35.3 Should your card details be changed (for example if your 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.

35.4 Should your card be cancelled 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.

**36 Visa Click to Pay Terms and Conditions**

36.1 Click to Pay is Visa's express online checkout experience that allows cardholders to make payments with an eligible Visa card at participating merchants without manually entering card details. Click to Pay may automatically populate at the checkout details at participating merchants

36.2 All current active visa cards as of 30 June 2026 are enrolled with Click to Pay. Cardholders warrant that their details are accurate, that they are authorised to use the card, and agree not to misuse or interfere with the service.

36.3 Visa may update Click to Pay from time to time. Continued use indicates acceptance. Horizon Bank may update these terms to reflect scheme or service changes.

36.4 Horizon Bank is not a party to any merchant transactions completed using Click to Pay. Liability for card use remains subject to existing card terms and conditions.

36.5 Personal information is handled in accordance with Horizon Banks Privacy Policy, Visa's privacy requirements, and applicable laws