

Credit Card Terms and Conditions and Other Important Information

This booklet includes your
Terms and Conditions, Privacy
Statement, Credit Guide,
Information Statement

Effective Date: October 2015

This document is important. It sets out our and your rights and obligations regarding your account. Please keep it to refer to when you need it. It is important that you and anyone who will operate your account read and understand these Terms and Conditions.

Contact us immediately if you suspect lost or stolen cards, compromised security codes (including PINs and TPINs), unauthorised or disputed transactions or any other security breach. Please see section 12 of Part A of this booklet for reporting requirements.

Contacting us quickly stops you being liable for some types of transactions (see section 12 and for cheques, section 14) and means we may ask for a chargeback of a transaction where that right exists (see section 10 for reporting requirements). The ability to dispute a transaction may be lost if it is not reported within the timeframes we specify or describe. Time limitations may not apply in circumstances where the ePayments Code applies.

If you are experiencing financial difficulty, please contact us as soon as possible or alternatively go to usecreditwisely.com.au for further information.

Please contact us if you have questions about these Terms and Conditions or your account.

Terms and Conditions

Citigroup Pty Ltd ABN 88 004 325 080, AFSL 238098, Australian credit licence 238098 (Citibank) is the credit provider and issuer of Suncorp Clear Options Credit Cards. Suncorp-Metway Ltd ABN 66 010 831 722, Australian credit licence 229882 (Suncorp Bank) distributes the Clear Options Credit Cards under an agreement with Citibank.

Suncorp Bank will not guarantee or otherwise support Citibank's obligations under the contracts or agreements connected with the Credit Cards (other than those relating to Suncorp Bank internet banking and telephone banking).

Part A of this document contains Citibank's Terms and Conditions for the Suncorp Clear Options Credit Card Account, including terms for the following Non-Cash Payment Facilities:

- Recurring card instructions
- EFTPOS
- ATM
- Bpay®

Suncorp Bank provides the following Non-Cash Payment Facilities in respect of the Suncorp Clear Options Credit Card Account:

- Internet Banking
- Telephone Banking

("Suncorp Bank Non-Cash Payment Facilities")

Please refer to Part B of this document for the relevant terms and conditions for Suncorp Bank Non-Cash Payment Facilities.

These Terms and Conditions only apply to the Non-Cash Payment Facilities when used in conjunction with your Suncorp Clear Options credit card and are to be read together with the Terms and Conditions in Part A of this document.

It is important that you read these Terms and Conditions before accessing the Non-Cash Payment Facilities and keep this document in a safe place for future reference. These Terms and Conditions are available on request.

Other terms and conditions apply for Suncorp Bank non-cash payment facilities that are used in conjunction with accounts other than, but linked to, your Suncorp Clear Options credit card, such as Suncorp Bank savings and cheque accounts. To access those terms and conditions, refer to the Terms and Conditions for Suncorp Bank Accounts issued by Suncorp Bank and available at www.suncorpbank.com.au

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Some words used in these Terms and Conditions have defined meanings, and you can find them in the Dictionary - see page 26).

PART A: CREDIT CARD TERMS AND CONDITIONS

1 Getting started with your contract

You must activate your account by calling us or using internet banking before it is used. When you activate your account, you agree to be bound by the terms of your credit contract. No one can use the account before it is activated. Any special promotion will not be activated until your account is activated.

Your credit contract is made up of:

- the pre-contractual statement document which includes the borrower information table setting out financial information;
- Part A (Credit Card Terms and Conditions); and
- any changes that you agree to (for example, a special promotion) or we notify to you (see section 11).

Rewards programs are covered by a separate related contract between you and us, and under their own separate terms and conditions.

2 Use of cards and the account

Using the account

You can use your account in the following key ways:

Make payments to others	<ul style="list-style-type: none">• Pay using a card with retailers in store or online• Arrange for a balance transfer• Pay bills through BPAY[®] using telephone banking or internet banking• Set up recurring card instructions
Get cash	<ul style="list-style-type: none">• Use a card at an ATM
Get information	<ul style="list-style-type: none">• Get information using telephone banking or internet banking

Subject to these conditions you are responsible for all transactions on your account, and any losses we incur in connection with them.

Credit limits and other limits

You can use the account up to the credit limit. We can reduce your credit limit at any time and, if we do, we will notify you in writing.

We may authorise transactions that exceed your available credit limit. Whilst we do not have to allow such transactions, if we do, a fee may be charged (as set out in your borrower information table). You may request

that transactions which would exceed your credit limit be rejected, but please note that we are unable to reject certain transactions, for example because of network rules or systems constraints (e.g. recurring card instructions). The overlimit fee does not apply to these transactions.

If you exceed your credit limit for any reason any overlimit amount must be repaid immediately.

Daily, weekly and other maximum limits may also apply to cards or to the account, either generally, or for particular types of transactions.

One of these limits is a limit to the amount of cash advances you can draw. This is the total cash limit and it is a proportion of your overall credit limit. If it becomes fully drawn you need to reduce it before you can draw more cash (see section 4 about how payments are allocated and call us if you want to know how much you need to pay to do this).

Additional cards

You may ask us to issue additional cards. If we agree, we may give an additional cardholder:

- an additional card and a separate PIN, and other security codes necessary to use other facilities like telephone banking and internet banking; and
- access to your account details and transaction history.

An additional cardholder can use the account and card in any way that you can, except that the additional cardholder cannot request an increase to the credit limit or other limits. You are liable for any transactions, and any other use of the card or account, by an additional cardholder. You must make sure all additional cardholders comply with these conditions.

Limits on use

Cardholders must not, or won't be able to, transact:

- at retailers or ATMs who choose not to accept cards for that type of transaction;
- with a merchant in which the cardholder has an ownership interest (unless it is publicly listed);
- with a card after it expires, is suspended or cancelled;
- for business purposes (unless the account is designated as a "Business account");
- for the purpose of gambling or in connection with unlawful activities; and
- to invest in shares or other financial products.

We may decide not to process any transaction if we have reasonable grounds, including if we reasonably suspect a potential breach of these conditions or of any law.

However, we cannot detect and prevent all fraud on your account.

A card or security code must not be used by anyone except the cardholder to whom it was allocated (and in the case of a card, the cardholder whose name and signature is on the card).

Altering or stopping a payment

You can stop or alter payments as follows:

Payment type	Stop or alter?	By contacting who before the payment is processed
Cheques	Stop	By contacting us using telephone banking or internet banking (but the person who holds the cheque may have other rights against you in relation to the cheque)
Recurring card instructions	Stop	Only by contacting the merchant
Other (BPAY [®] , card payments)	No	These cannot be stopped or altered

3 International transactions

Use outside Australia

Making payments and the use of a card, internet banking and telephone banking outside Australia is subject to Australian, USA, local and other applicable legal requirements. This means that making payments and using those facilities outside Australia may not be possible or you may be subject to limits (e.g. a maximum amount).

Card transactions

You will be charged in Australian dollars for purchases and cash advances made in other currencies. In some cases these transactions may be first converted to United States dollars and your account will be charged with the Australian dollar amount net of fees and charges.

Conversion rates are based on rates set by the relevant card scheme in accordance with its rules.

Fees and charges are set out in your borrower information table and include an "International Transaction Fee". Additional fees are also charged by the relevant card scheme.

Conversion differences

Because of the various conversion processes and the rates used in them, the Australian dollar amount that we charge you will usually be different to the amount that you may have calculated at the time you initiated the transaction. Similarly, if you receive a refund of a foreign currency transaction, the Australian dollar amount of that refund might differ from the amount of the original transaction.

4 Payments

Paying the account

You must pay in Australian dollars the minimum payment due by each payment due date and any overdue amounts and overlimit amounts immediately. Your statement tells you how to pay us.

We credit payments as soon as reasonably practicable and that may be delayed if the payment is not clear funds (e.g. cheques), if we receive it after 4pm AEST or on a non-business day. If we are not sure which of your accounts it is intended for we may choose to credit it to any of your accounts if that is the case.

Application of payments

For credit contracts which commenced on or after 1 July 2012 and which are not designated as "Business Accounts", we will apply payments firstly to any monthly instalments due in the current statement period and then we will apply payments first to the portion of the closing balance of your most recent statement which attracts the highest interest rate and then to the portion which attracts the next highest interest rate and so on. Payments are then applied to balances that have not yet appeared on your statement in a similar fashion.

For other credit contracts we will apply payments to your account in the following order, considering the transactions and credit plans outstanding on your account:

1. Monthly instalments due in the current statement period;
2. Any expenses incurred enforcing these conditions;
3. Annual fees;
4. Interest charges in order from the portion of the closing balance which attracts the lowest interest rate to the portion which attracts the highest interest rate;
5. Any late payment fee (see the borrower information table);
6. Balance transfers and special promotions; if more than one balance transfer or special promotion applies to the account, repayment will be applied first to the plan with the lowest APR, then to the plan with the

next lowest APR, and so on, in ascending order. If the same APR applies to two balance transfers or special promotion plans, payment will first be applied to the plan having the earlier commencement date. Upon expiry of any balance transfer or special promotional plan any remaining balance will revert to the APR for cash advances and payments will be allocated in the order of cash advance transactions;

7. Non special promotion purchases that have already appeared on a statement in the order they appeared;
8. Cash advances that have already appeared on a statement in the order they appeared;
9. All other fees and charges (whether they have appeared on the statement or not) in order from oldest to newest;
10. Balance transfers and special promotions that have not yet appeared on a statement; if more than one balance transfer or special promotion applies to the account that has not yet appeared on a statement, repayment will be applied first to the plan with the lowest APR, then to the plan with the next lowest APR, and so on, in ascending order. If the same APR applies to two balance transfer or special promotion plans, payment will first be applied to the plan that was first posted to your account;
11. Non special promotion purchases that have not yet appeared on a statement in order from oldest to newest; and
12. Cash advances that have not yet appeared on a statement in order from oldest to newest.

5 Special promotions

Balance transfers and special promotions

We may offer a balance transfer or a special promotion on any terms and conditions that we determine which, to the extent required, will operate as a variation to these conditions.

Fixed payment options

A fixed payment option is a special promotion with the following additional terms and conditions:

- your available credit will be reduced by the amount attributable to the fixed payment option;
- an establishment fee or early termination fee may apply;
- while it continues, the fixed payment option will have a different APR than the standard APR that would have otherwise applied to the fixed payment option amount, or to the rest of your account. The APR(s) otherwise applicable to your account will continue to apply to all other transactions and other amounts debited to your account;

- during each statement period you will be required to pay a monthly instalment, which will include principal and interest charges payable in connection with the fixed payment option and will be part of the minimum payment due. If you fail to pay the monthly instalment (this requires you to pay the minimum payment due plus any overdue amount) by the payment due date then:
 - that monthly instalment will, from the payment due date, be charged interest at the non-promotional rate; and
 - we may cancel any fixed payment option, in which case, any outstanding balance of the fixed payment option will revert to the standard APR;
- you cannot transfer any part of the outstanding balance of your account to the fixed payment option except as part of a special promotion;
- if you make a payment which exceeds the minimum payment due plus any overdue amount, the excess amount will be applied to pay the balance of your account (excluding the outstanding balance of the fixed payment option). We may (but are not obliged to) apply any further excess to pay the balance of your fixed payment option; and
- if you have a rewards program attached to your account, the fixed payment option does not earn rewards points.

6 Statements and other notices

Statement of account

We will generally send you a statement each month unless the law does not require us to, such as if you have no outstanding balance on your account and no transactions have been posted to your account during the statement period. We will send you a statement at least every 6 months, and you may request them more frequently.

You should check all entries on the statement when you receive it. If you think there was an error or possible unauthorised use of your account you must contact us immediately or you may be liable for the error or any unauthorised transactions.

Electronic information

We will give notices to you by post or, if you agree, by any electronic means (including fax, email, SMS or any other manner permitted by law). If you enrol to receive information (including statements) electronically:

- we may not send such notices in paper form; and
- you should check electronic communications regularly; and

- you may withdraw consent to receive notices in electronic means at any time by contacting us.

You may contact telephone banking at any time to ask for statements and other notices that we are required to give you by mail. You may ask for a paper copy of any information that we have previously provided to you within 7 years of the date of the original communication. Additional fees and charges will apply for the provision of this information.

7 Default, suspension and closure

Default

Your account will be in default:

- if you fail to pay an amount due by its due date; or
- if we reasonably believe that:
 - there has been fraud or misrepresentation in relation to the approval or operation of your account; or
 - you or an additional cardholder have breached any of these conditions.

Consequences of default

If your account is in default we may take some or all of the following actions:

- close, cancel or suspend your account or any card or refuse to authorise any transaction;
- give notice of cancellation, suspension or refusal to any merchant;
- require you to pay all or part of the outstanding balance of your account;
- combine your account with any or all of your other account(s) with us, including combining your account with a secured credit facility that you hold with us (the consequence is that one balance remains and if that is a debit balance, you will remain liable to us for that amount); and
- set off balances or parts of balances in your account against money that we owe you such as deposits that we hold (the consequence is that amounts that we owe to each other are reduced by the same amount).

In most circumstances, we will first give you notice stating that your account is in default and specifying how and when you must remedy the default. If you do not remedy the default before expiry of the specified time, or if there is a default that cannot be corrected, then we may take appropriate action depending on the seriousness of the default. However, if the law allows us to take action without notice then we can do so.

If we do not give you advance notice, we will advise you of the action we have taken as soon as possible.

When you can close your account and cancel any payment facility

You may close your account or cancel any payment facility by contacting us. If you do this we will take reasonable steps to promptly stop future transactions on the account or payment facility, however please note we are unable to reject some transactions, such as recurring card instructions.

If you close your account, your credit contract will end three months after the date you ask us to close your account, providing the balance of the account is zero. At any time during those three months, you may ask us to reactivate your account and, if we agree, your credit contract will continue as if you had never made the request to close.

If you wish to close your account you are required to:

- pay the outstanding balance of your account after the last transaction you, or any additional cardholder, authorised is charged to your account including all interest charges, fees, charges and expenses; and
- you cancel all recurring card instructions with merchants;

You remain responsible for all amounts withdrawn from your credit account. You must notify creditors accordingly to change your direct debit or recurring card instruction details. We assume no responsibility for return fees and charges.

When we can close, cancel or suspend your account or any payment facility

We may close, cancel or suspend your account or any payment facility at any time where:

- your account is in default;
- your account has not been used or has a credit balance for a prolonged period;
- if we do not have all the identification information we need;
- we reasonably believe that by allowing the account to remain open it may materially detriment our reputation;
- we reasonably believe that by allowing the account or payment facility to remain open, it may cause you or us loss, or to breach any law or code of conduct or any terms of this loan contract; or
- a card, security code, identifier or a process intended to prevent unauthorised transactions has been compromised.

Where this happens because your account is in default because of overdue payments, or has a credit balance for a prolonged period, we will usually give you notice before we close, cancel or suspend your account, but we may not always give notice before we take the action. For example, we may at any time suspend your right to participate in the BPAY[®] Scheme and will do so without notice if we suspect you or an additional cardholder of being fraudulent. BPAY[®] payments for which instructions have been given and which are scheduled to be made while your right to participate in the BPAY[®] Scheme is suspended will not be processed by us.

If we do not give you notice before we take the action, we will notify you as soon as possible afterwards.

In relation to suspension of a payment facility, we will promptly reverse the action when the circumstances that caused us to take the action no longer apply.

If we close your account, your credit contract will end when the balance of the account is zero.

Consequences of closing or suspending an account

If your account:

- has a credit balance and has been closed, we will send you a cheque for the amount of the credit balance (excluding any uncleared funds) up to the date of the cheque; and
- if it has a debit balance and has been closed or suspended, you must continue to pay us amounts due until you pay the full outstanding balance, including any further transactions that you are liable for. Interest, fees, charges and expenses will accrue until that time.

Closure, cancellation or suspension of your account or any card does not affect any obligations that arose before or after the closure, cancellation or suspension.

8 Interest charges

Except to the extent that an interest free period applies, you must pay interest on everything charged to your account. Interest is charged monthly at the end of each statement period.

We calculate interest for each balance type at its applicable APR for each statement period.

The APR that applies to each balance type (e.g. a balance transfer) also applies to related fees and interest. The Retail APR applies to retail purchase balance. To calculate that interest, we multiply the applicable daily percentage rate by the daily unpaid balance of its balance type (including related fees and interest) for each day of that statement period, and then add those amounts

together. The daily percentage rate is the applicable APR divided by 365.

Interest free period

For all balances other than the retail purchase balance, the interest calculated for a statement period is charged at the end of that statement period. Interest free days may apply to the retail purchase balance. Whether we charge the interest calculated for a particular (“**current**”) statement period, and whether we charge it at the end of that current statement period or the next statement period, depends on whether you pay by the payment due date the full closing balance listed on the statement for both the prior and current statement periods.

<i>Have you paid the full closing balance of the statements by the payment due date</i>	<i>Is interest charged?</i>
Prior and current statement both paid in full	We do not charge you for the interest calculated for the current statement period
Prior statement paid in full, current statement not paid in full	We will charge you interest in respect of the current and next statement periods on the last day of the next statement period
Prior statement not paid in full (regardless of position with current statement)	We charge you interest in respect of the prior and current statement periods at the end of that statement period

9 Fees and other charges you must pay

Subject to any law that limits our right to do so, we will charge your account with:

- fees and charges applicable to your account;
- government taxes, duties or charges that relate to your account or its operation;
- any amount (or the Australian dollar equivalent) that any other person charges in connection with your use of the account, such as ATM access fees; and
- any expenses we reasonably incur enforcing these conditions against you.

10 Solving problems

Refunds

We will give you a refund:

- as set out in these conditions; or

- when a dispute is resolved in your favour; or
- if we receive a refund (or some other refund verification acceptable to us) from a merchant.

Refunds will reduce your account balance but do not count towards your next monthly repayment obligations.

Error/dispute resolution

You or an additional cardholder must tell us promptly if he or she has a complaint or believes that an error has occurred on the account. A complaint can be lodged using telephone banking, using internet banking or writing to us at the address on the back cover of these conditions.

We will investigate your complaint and try to resolve it quickly and fairly. If you are not satisfied with the result of your complaint, you can escalate your complaint to our Customer Relationship Unit or you can raise your complaint with the Financial Ombudsman Service Limited: GPO Box 3, Melbourne, VIC 3001. Telephone 1 300 78 08 08. www.fos.org.au.

You should first consider referring any complaints about a transaction amount to the merchant or institution concerned.

Chargebacks

If you have a problem with goods or services and the relevant transaction was processed through a network you may have rights under the applicable network rules to chargeback the transaction. We will pursue the chargeback on your behalf and the result will be governed by the network's chargeback rules. You must:

- first attempt to resolve the issue with the merchant;
- otherwise notify us of the problem immediately; and
- comply with any reasonable request we make for further information in any form (including providing us with a statutory declaration).

If you delay notifying us of the dispute it may affect our ability to pursue the chargeback on your behalf. Please note that if a cardholder uses your account to make a BPAY[®] payment, you cannot claim a chargeback. BPAY[®] only allows refunds of mistaken, unauthorised or fraudulent payments.

Except as otherwise set out by law we are not otherwise responsible for any disputes between you and a merchant.

11 Changes

We may change the terms and conditions applicable to your account, including changing any condition, the APR and fees and charges. A change binds you and any additional cardholder.

We may tell you about a change by writing to you at your last known address or in other ways allowed by applicable laws or industry codes (e.g. in some cases by press advertisement). Changes to some government fees may be advertised by government rather than us. The following notice periods apply:

As soon as reasonably possible	Reducing your obligations (e.g. fees) or extending the time for payment. Reducing your credit limit
At least same day notice	Increasing an APR
At least 20 days	Any other change we make other than those changes that we expressly agree with you

12 Security and liability for losses for unauthorised electronic transactions

Reliance on your instructions

We are entitled to presume (unless contrary to the ePayments Code or these conditions), that the cardholder has given any instructions identified by the cardholder's identifier (including card number) and security code, and that they are valid and binding on you.

You must take care of PINs and other security codes

Security codes allow access to your account and cardholders can change them within limits we set. The security of card(s) and security code(s) is very important. If cardholders fail to observe these security requirements you may incur liability for any unauthorised transaction.

Cardholders MUST:

- sign the strip on the reverse side of the card immediately upon receiving it;
- keep their security code secret;
- not let anyone else use their card and/or security code or identifier and security code;
- use care to prevent anyone else seeing their security code (including when using an ATM or EFTPOS terminal) or overhearing their security code;

- take reasonable steps to protect a card or security code from loss or theft; and
- immediately destroy any expired or cancelled card by cutting it diagonally in half.

Cardholders MUST NOT choose a security code which is clearly identifiable with you (e.g. birth date or phone number) or which has an easily retrievable combination (e.g. 1234, BBBB).

You need to notify us of security breaches (including unauthorised transactions)

You must immediately notify us and provide all required information where any of the following security breaches has or is suspected to have occurred:

- a card or security code is, lost, stolen or disclosed to someone else; or
- your card, identifier or security code has been used to effect an unauthorised transaction or has otherwise been misused.

We will then cancel the relevant card and/or security code and may cancel the identifier. After cancellation, they must not be used again even if they are subsequently retrieved.

When are you liable for electronic unauthorised transactions?

We apply the ePayments Code to determine when you are liable for losses from an unauthorised transaction that is authorised without a physical signature. Some examples of where you are liable, not liable, and partially liable are set out below (the ePayments Code sets out more details).

YOU ARE NOT LIABLE for losses from an unauthorised transaction:

- using cards, identifiers or security codes that are forged, faulty, expired or cancelled or a card or security code before the cardholder received it;
- occurring after the underlying security breach was notified to us;
- where it is clear no cardholder contributed to it (e.g. if it was caused by misconduct by us or others involved in the relevant networking arrangements); or
- that exceeds the Credit Limit or any applicable transaction limit.

This section does not apply to any transaction carried out by you or an additional cardholder or by anyone performing a transaction with your or an additional cardholder's knowledge and/or consent (as applicable).

YOU ARE LIABLE for losses occurring up to notification of the security breach if a cardholder has contributed to a loss by:

- compromising secrecy of a security code (e.g. by voluntarily disclosing it, or indicating it on the card or on anything carried or kept with the card or an identifier unless you make a reasonable attempt to protect the security of the security code; or
- unreasonably delaying notification of a security breach.

YOU ARE PARTIALLY LIABLE where a security code is required to perform the unauthorised transaction and it is unclear whether a cardholder has contributed to a loss. In this case for the period commencing from the time the card, identifier or security code was misused, lost or stolen, until the time a cardholder notifies us, you could be liable for the lesser of AU\$150, the actual amount lost, or the available funds in the account at the time of the unauthorised transaction.

13 Things we aren't responsible for

We usually aren't liable in these circumstances

Unless these conditions or the law says otherwise, we will not be responsible to you for any loss incurred by you in any of the following situations:

- any problems with goods or services provided (or not provided) by a retailer/merchant. However we may be able to access a chargeback in the event of issues (see section 10);
- where we cancel, suspend or close the account or a payment facility or refuse to authorise or make a payment in accordance with these conditions;
- our online or telephone services are not available from overseas or at a particular time. These services are intended to be reasonably available, but will not be available 24/7, including where there are outages (e.g. power or systems) and where we require this (e.g. because of security or maintenance, or where we are not allowed to process a transaction);
- you have not provided us with complete and correct payment information; or
- circumstances beyond our reasonable control prevent or result in errors or delays to a funds transfer or payment.

Some circumstances where we are liable

Regardless of the above, we have minimum requirements imposed on us by laws like the Competition and Consumer Act 2010 (Cth). For example, these may imply warranties into a contract to protect you, such

as a promise that the services are fit for their intended purposes. These laws may allow us to exclude liability if you acquire services as part of a business. To the extent permitted by law, we exclude liability under implied statutory conditions and warranties, or limit our liability under such warranties and conditions to supplying the services again or paying the cost of that resupply.

In addition, we are liable for your loss if any electronic terminal (such as ATM and EFTPOS terminal) or the relevant electronic network does not complete a transaction that it accepts in accordance with your instructions. Our liability is limited to the correction of errors and refunding charges or fees imposed if the failure or malfunction is caused by a cardholder's act or omission, or if the cardholder should have been aware that the relevant electronic terminal or network was unavailable or malfunctioning.

If telephone banking should ever be temporarily unavailable, we will reimburse any loss arising between the time you or an additional cardholder (as applicable) attempted notification of a notifiable event and the actual time of notification, provided you or an additional cardholder subsequently gave such notice at the first reasonable opportunity.

14 Conditions for specific payment facilities

Recurring or periodic payments

When you give a merchant a recurring card instruction to debit amounts to your card, you authorise us to pay any such amounts and charge them to your account.

We use reasonable endeavours to debit your account on the days nominated by you for periodic payments but may not always do so. If the day on which your account is to be debited is not a business day, or if we or another payment system participant cannot process a payment on that day, the debit will usually be made on the next business day.

If a card is re-issued with a new card number or expiry date, you must contact the merchant to cancel or change the details of each recurring card instruction. We may choose to cancel the recurring card instruction or (unless you tell us not to) provide your replacement card details to update it.

Internet banking and telephone banking

We will provide you and additional cardholders with security codes to enable you to use telephone banking and internet banking. Cardholders will also need to enter the identifier/card number and any other codes we require.

You can't transfer funds from your account to another account, however you can make BPAY[®] payments – see section 15.

15 BPAY[®]

Application

We are a member of the BPAY[®] Scheme which is an electronic payments scheme through which you and an additional cardholder can ask us (using internet banking or telephone banking) to make payment on your behalf to billers who accept BPAY[®] payments. We will notify you if we cease to be a member of the BPAY[®] Scheme.

Payments

We will not accept an order to stop a BPAY[®] payment once you have instructed us to make that BPAY[®] payment.

You or an additional cardholder should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment) when instructing us to make a BPAY[®] payment, or if you did not authorise a BPAY[®] payment that has been made from your account. Sub-sections titled "Mistaken Payments, unauthorised transactions and Fraud", "Mistaken Payments" and "Unauthorised Payments" describe when and how we will arrange for such a BPAY[®] payment (other than in relation to an underpayment) to be refunded to you.

Subject to the sub-section titled "Payment Queries", billers who participate in the BPAY[®] Scheme have agreed that a BPAY[®] payment you or an additional cardholder make will be treated as received by the biller to whom it is directed:

- on the date you make that BPAY[®] payment, if you or an additional cardholder tell us to make the BPAY[®] payment before 4pm (AEST) on a business day;
- on the next business day, if you or an additional cardholder tell us to make a BPAY[®] payment after 4pm (AEST) on a business day, or on a non business day; or
- if available on the day you or an additional cardholder have nominated for a scheduled payment to take place or where this day is not a business day on the next business day.

Delay may occur in processing a BPAY[®] payment where:

- there is a public or bank holiday on the day after you or an additional cardholder tell us to make a BPAY[®] payment;

- you or an additional cardholder tell us to make a BPAY[®] payment either on a day which is not a business day or after 4pm (AEST) on a business day;
- another financial institution participating in the BPAY[®] Scheme does not comply with its obligations under the BPAY[®] Scheme; or
- a biller fails to comply with its obligations under the BPAY[®] Scheme.

While it is expected that any delay in processing under this agreement for any reason set out above will not continue for more than one business day, any such delay may continue for a longer period.

You and any additional cardholder must be careful to ensure that you tell us the correct amount you or an additional cardholder wish to pay. If you or an additional cardholder instruct us to make a BPAY[®] payment and later discover that the amount you or an additional cardholder told us to pay was less than the amount needed to pay, another BPAY[®] payment can be made for the difference between the amount actually paid to a biller and the amount needed to pay.

If you or an additional cardholder discover that the amount you or an additional cardholder instructed us to pay was more than the amount due to the biller, you must contact the biller to negotiate any refund.

Liability and ePayments Code

If you are liable for an unauthorised or fraudulent payment and the ePayments Code applies, then your liability is limited to the lesser of:

1. the amount of that unauthorised or fraudulent payment; and
2. the limit (if any) of your liability set out in these conditions.

If 2. applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

Mistaken payments, unauthorised transactions and fraud

We will attempt to make sure that your or an additional cardholder's BPAY[®] payments are processed promptly by the participants in the BPAY[®] Scheme, including those billers to whom the BPAY[®] payments are to be made. You or any additional cardholder must promptly tell us if:

- you or an additional cardholder become aware of any delays or mistakes in processing your BPAY[®] payments;

- if you or an additional cardholder did not authorise a BPAY[®] payment that has been made from your account; or
- if you or an additional cardholder think that you have been fraudulently induced to make a BPAY[®] payment.

We will attempt to rectify any such matters in relation to your or an additional cardholder's BPAY[®] payments in the way described in this sub-section. However, except as set out in the sub-section titled "Liability and ePayments Code" and section 13 and to the extent that a transaction was permitted by you or an additional cardholder, we will not be liable for any loss or damage you suffer as a result of using the BPAY[®] Scheme.

The longer the delay between when you or an additional cardholder tell us of the error and the date of your BPAY[®] payment, the more difficult it may be to perform the error correction. For example, we or the biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the biller to correct the error.

Mistaken payments

If a BPAY[®] payment is made to a person or for an amount, which is not in accordance with your or any additional cardholder's instructions (if any), and your account was debited for the amount of that payment, we will credit that amount to your account. However, if you or an additional cardholder were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 business days of us attempting to do so, you must pay us that amount.

Unauthorised payments

If a BPAY[®] payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

- we cannot recover within 20 business days of us attempting to do so that amount from the person who received it; and
- the payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions.

Fraudulent payments

If a BPAY[®] payment is induced by the fraud of a person involved in the BPAY[®] Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud induced payment, you must bear the loss unless some other person involved in the BPAY[®] Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

Resolution principles

If a BPAY[®] payment you or any additional cardholder have made falls within the type described in the sub-section titled "Unauthorised Payments" and also the sub-section titled "Mistaken Payments" or the sub-section titled "Fraudulent Payments", then we will apply the principles stated in the sub-section titled "Unauthorised Payments". If a BPAY[®] payment you or any additional cardholder have made falls within both the types described in sub-sections titled "Mistaken Payments" and "Fraudulent Payments", then we will apply the principles stated in the sub-section titled "Fraudulent Payments".

No "chargebacks"

Except where a BPAY[®] payment is a mistaken payment referred to in the sub-section titled "Mistaken Payments", an unauthorised payment referred to in the sub-section titled "Unauthorised Payments", or a fraudulent payment referred to in the sub-section titled "Fraudulent Payments", BPAY[®] payments are irrevocable. No refunds will be provided through the BPAY[®] Scheme where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

Important

Even where your or an additional cardholder's BPAY[®] payment has been made using a credit card account or a charge card account, no "chargeback" rights will be available under BPAY[®] Scheme rules.

Biller consent

If you or an additional cardholder tell us that a BPAY[®] payment made from your account is unauthorised, you must first give us your written consent addressed to the biller who received that BPAY[®] payment, consenting to us obtaining from the biller information about your account with that biller or the BPAY[®] payment, including your customer reference number and such information as we reasonably require to investigate the BPAY[®] payment.

If you do not give us that consent, the biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY[®] payment.

How to use the BPAY[®] scheme

You and any additional cardholder must comply with these conditions to the extent that these conditions are not inconsistent with or expressly overridden by the BPAY[®] terms. The BPAY[®] terms set out below are in addition to those terms. If there is any inconsistency between these conditions and the BPAY[®] terms in this clause 15, the BPAY[®] terms will apply to the extent of that inconsistency.

When a credit card is used to pay a bill through the BPAY[®] Scheme, we treat that payment as a credit card purchase transaction.

The receipt by a biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the payer and that biller.

Valid payment direction

We will treat your or any additional cardholder's instruction to make a BPAY[®] payment as valid if, when you give it to us, you comply with the security procedures specified in these conditions.

Information you must give us

The information you or any additional cardholder must give us to instruct us to make a BPAY[®] payment is:

- the "Biller Code" written on the bill near the BPAY[®] Logo, and the customer reference number;
- the account from which you wish to make the payment; and
- the amount of the payment you wish to make.

We are not obliged to effect a BPAY[®] payment if we are not given all of the above information or if any of the information given to us is inaccurate.

Payment queries

If, in relation to a transaction, we fail to observe the appropriate procedures for complaint investigation and resolution, allocation of liability and communication of the reasons for our decision, and such failure prejudices the outcome of our investigation of the complaint or delayed its resolution, we may be liable for part or all of the amount of the transaction which is the subject of the complaint.

Cut off times

Generally, any withdrawal or deposit will be processed on the day instructions are received, provided your instructions are complete and received by us before 4:00pm (AEST) on any business day (excluding days which are public holidays in Sydney). Any transaction outside these times may be processed on the following business day. A payment may take longer to be credited to a biller if you tell us to make a payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY[®] Scheme does not process a payment as soon as they receive its details.

When a biller cannot process a payment

If we are advised that your payment cannot be processed by a biller, we will:

- advise you of this;
- credit your account with the amount of the BPAY[®] payment; and
- take all reasonable steps to assist you in making the BPAY[®] payment as quickly as possible.

Account records

You should check your account records carefully and promptly report to us as soon as you become aware of them any BPAY[®] payments that you think are errors or are BPAY[®] payments that you did not authorise or you think were made by someone else without your permission.

Privacy

If you register to use the BPAY[®] Scheme, you and any additional cardholder agree to our disclosing to billers nominated by you and if necessary the entity operating the BPAY[®] Scheme (BPAY[®] Pty Ltd) or any other participant in the BPAY[®] Scheme and any agent appointed by any of them from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY[®] Scheme:

- such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY[®] Scheme; and
- such of your transactional information as is necessary to process your BPAY[®] payment. Your BPAY[®] payments information will be disclosed by BPAY[®] Pty Ltd, through its agent, to the biller's financial institution.

You must notify us, if any of your personal information changes and your consent to us disclosing your updated

personal information to all other participants in the BPAY[®] Scheme referred to in this sub-section, as necessary.

You can request access to your information held by us, BPAY[®] Pty Ltd ABN 69 079 137 518 (of Level 4, 3 Rider Blvd, Rhodes NSW 2138. Phone: (02) 8252 0500) or its agent, Cardlink Services Limited ABN 60 003 311 644 (of Level 4, 3 Rider Blvd, Rhodes NSW 2138. Phone: (02) 9646 9222). If your personal information detailed above is not disclosed to BPAY[®] Pty Ltd or its agent, it will not be possible to process your requested BPAY[®] payment.

16 General matters

Processing transactions and your account balance

A transaction becomes part of the daily unpaid balance of your account from its transaction date. Transactions may be processed on the day they are made or on a later business day. We may assign as their transaction date either the day on which they are made, or the day of processing. Interest charges, fees, charges and expenses charged to your account become part of your daily unpaid balance, on the day they are charged to your account.

Codes of conduct

Where the ePayments Code and/or Code of Banking Practice apply, relevant provisions of those code(s) will apply to your account and we will comply with them. We will provide you with a copy of the Code of Banking Practice on request.

Assignment

Subject to applicable laws, including the Credit Codes, we may sell, transfer, novate or assign any of our rights or obligations relating to your account to anyone without your consent. We will notify you of any sale, transfer, novation, assignment or related arrangements if they have the effect of replacing us as the provider of credit to you, replacing us as the entity responsible for decisions about your account, cause detriment whether financial or otherwise to you, or limit or reduce your rights under these conditions. Neither you nor any additional cardholder may sell, transfer, novate or assign your or their rights and obligations relating to your account without our consent.

Governing law and jurisdiction

These conditions are to be interpreted in accordance with Australian laws. You agree to use only Australian courts, tribunals or other dispute resolution bodies if there is a dispute relating to these conditions.

Severability

If any of these conditions are, for any reason, invalid, illegal or unenforceable, it is to be read down to the extent of the issue, and the remaining provisions will remain valid and enforceable.

Commission

We may pay commission to a third party in relation to your account. If it is ascertainable, we state the commission amount payable in your borrower information table.

Credit review

We have a right to review your facility from time to time at our sole discretion. You acknowledge that we will provide personal information to a reporting agency as permitted by the Privacy Act for each review and that a credit report may be obtained from a credit reporting agency for the purpose of any such review.

Waiver and exercise of rights

A single or partial exercise of a right by us does not preclude another exercise or attempted exercise of that right or the exercise of another right. Failure by us to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

17 Business accounts

This clause applies only to accounts, granted for purposes that are not for personal, domestic, or household use or consumption.

Credit limit and available credit

The account will have an account credit limit and individual card spend limits.

The available credit on each card will be reset to the relevant card spend limit at the beginning of each statement period.

If, at any time the aggregate of all unpaid transactions on any cards issued in connection with the account or the liability of the account holder for the account exceeds the account credit limit, further transactions on the relevant card/s may be declined.

We may vary the account credit limit at the account holder's request or with the account holder's written consent.

We may vary any card spend limit at the account holder's request or with the account holder's written consent.

We may reduce or cancel the account credit limit or any card spend limit without the account holder's consent at any time. We will notify the account holder if we do so.

The account holder must not exceed the account credit limit unless we have consented in writing or have otherwise authorised the particular transaction which causes the Account to exceed the account credit limit.

If we debit the account causing it to exceed the account credit limit, this does not mean we have increased the account credit limit.

If the account holder exceeds the account credit limit without our prior written consent or authorisation, the overlimit amount is due and payable immediately.

Additional and replacement cards

Subject to any limitations specified by the account holder, the account holder authorises any nominated person to access account information and operate the account in the same way that the account holder can except where these terms and conditions provide otherwise.

We will send to the account holder any cards which the account holder has requested us to issue and which we have agreed to issue.

The account holder is required to certify to us that each cardholder has been identified in accordance with the AML/CTF Act.

Where permitted by law, the account holder may appoint a verifying officer to complete any identification requirements at the time of application for a card.

The account holder will be responsible for delivering issued cards to the appropriate cardholders. The account holder will also be responsible for ensuring that cardholders sign their cards upon receipt.

Subject to any other provisions in these terms and conditions, the account holder is responsible for:

- the operation of the account and any account linked to a card; and
- each transaction made on the account, whether or not the transaction or of any card is authorised by the account holder or a cardholder. The account holder's liability for unauthorised use is set out in section 10.

We may issue a replacement card to a cardholder at any time.

We may reserve the right to refuse to issue or reissue a card from time to time.

Each card remains our property.

18 Dictionary

Interpretation

Unless the context requires another meaning, a reference to a document (including these conditions) is a reference to that document as changed or replaced. Where a word or phrase is defined, its other grammatical forms have a corresponding meaning. Headings are for convenience only and do not affect interpretation.

Definitions

account your unsecured credit facility with us.

additional cardholder another person who you have authorised to have a card on your account.

account holder the person named under “Name of Borrower” in the borrower's information table applicable to this account who is liable for the payment of any moneys due under this credit contract, and includes the person's or entity's successors and permitted assigns.

APR the annual percentage rate or rates per annum used to calculate interest charges for your account. Those rates appear on your statement and the initial rates were set out in the borrower information table.

available credit the difference between the credit limit and the sum of the outstanding balance and any transactions and other amounts not yet charged to your account.

balance transfer moving an outstanding balance from a credit card or other credit account with another lender to your account or requesting a cheque-to-self drawn on your account (a cheque-to-self is a cheque made out in your name that you can realise and use for any purpose).

bill means a merchant who accepts BPAY® payments.

borrower information table the document you received upon opening of your account that contained the table of applicable fees and charges. This document forms part of your pre-contractual statement and can be varied from time to time in accordance with these conditions.

business day a day on which banks are open for business in Sydney, but does not include any Saturday, Sunday or public holiday.

card means any credit card, contactless device or other device (including a smart phone) for use on your account and includes such a card or device issued to an additional cardholder.

cardholder you and any additional cardholder.

cash advance a transaction where cash or its equivalent is obtained and includes any remaining balance transfer amount after expiry of the balance transfer offer period and the purchase of traveller's cheques or gaming tokens.

chargeback a transaction that is returned to a merchant to seek a refund after dispute by a cardholder and, where relevant, the procedures for achieving this.

closing balance the total amount outstanding on your account at the end of the statement period.

fixed payment option a plan under which a particular balance is paid off in a specified number of equal instalments.

identifier information including an account number, card number and card expiry date, which is known to you or an additional cardholder and which need not be kept secret.

minimum payment due the payment shown on your statement that you must make to keep your account in order. The borrower information table explains how it is calculated.

mistaken internet payment means a payment through a “Pay Anyone” internet banking facility where funds are paid to an unintended recipient because the sender has entered an incorrect BSB or account number.

monthly instalment the monthly repayment instalment under a fixed payment option.

network the organisations, institutions and schemes through which transactions may be performed on your account.

notifiable event means where a card or security code is, lost, stolen or disclosed to someone else, or where a card, identifier or security code has been used to effect an unauthorised transaction or has otherwise been misused.

our/us/we will be generally read as a reference to Citigroup Pty Ltd ABN 88 004 325 080, AFSL 238098, Australian credit licence 238098 (Citibank) the credit provider and issuer of Suncorp Clear Options Credit Cards (Credit Cards). Suncorp - Metway Ltd ABN 66 010 831 722, Australian credit licence 229882 (Suncorp Bank) distributes the Credit Cards under an agreement with Citibank.

If the context requires these words to refer to Suncorp Bank, they will refer to Suncorp Bank undertaking relevant actions or making relevant decisions for or on behalf of Citibank.

overdue amount any amount that you were obliged to pay in respect of a previous statement period, but did not pay by the payment due date. Overdue amounts are shown on your statement and are payable from the date they became overdue.

payment due date the date specified in your statement as the date by which payment of the minimum payment due must be made.

payment facility means cards, internet banking, telephone banking, recurring card instructions, and BPAY®.

PIN the personal identification number we allocated to a card or selected by a cardholder.

Privacy Act means the Privacy Act 1988 (Cth).

recurring card instruction an instruction from a cardholder to a merchant to charge amounts to the card (using the card number) on an ongoing basis.

retail purchase balance means the outstanding balance of all purchases (not including cash advances, special promotions, or balance transfers as determined by us in our discretion), together with any related interest and fees, and any interest or fees which are not related to a specific balance type (e.g. an overlimit or annual fee and interest on them).

security code means a cardholder's PIN, online password for telephone banking, TPIN for telephone banking, or any other password or information used to access the account and which is known to the cardholder and is intended to be known only to the cardholder and which we require the cardholder to keep secret.

statement period the period to which a statement applies, usually about 30 days.

special promotion any transaction or promotional offer we identify as a special promotion.

telegraphic transfer a payment a cardholder asks us to make from your account to another bank account in Australia or overseas.

total cash limit is the total amount of cash advances that can be made on your account at any time (as a percentage of your credit limit). This information can be found on your statement.

transaction date the date on which a transaction takes place.

unauthorised transaction a transaction, made without a cardholder's knowledge, consent or authorisation.

you/your the person(s) in whose name the account is opened.

PART B: SUNCORP BANK NON-CASH PAYMENT FACILITIES

This Part B applies to the following Suncorp Bank Non-Cash Payment Facilities provided by Suncorp Bank when used in conjunction with your Suncorp Clear Options credit card account:

- Internet Banking
- Telephone Banking

General Information

Internet Banking

Internet Banking for your Suncorp Clear Options Credit Card account is available 24 hours a day, seven days a week from anywhere in the world via www.suncorpbank.com.au. With Internet Banking, you will be able to do the following:

- obtain balance and transaction summaries, including details of your payments and transactions;
- download a listing of activity;
- transfer funds to any bank account at any bank in Australia;
- pay bills using Bpay®;
- view your statements for up to the last 12 months for your Suncorp Clear Options credit card account.

Some or all of the banking services that may be accessed through Internet Banking may not be available from time to time due to maintenance or non availability of certain features. In the event of such unavailability, please call us to conduct your banking transactions.

You will also need certain minimum computer software and hardware. Please visit suncorpbank.com.au for the latest information.

Telephone Banking

Telephone Banking is available 24 hours a day, seven days a week, by calling us on 13 11 25 (within Australia) or +61 7 3362 8549 if outside Australia.

With Telephone Banking, you will be able to do the following:

- obtain your balance;
- obtain details of your most recent activity including deposits and withdrawals;
- pay bills using Bpay®;
- transfer funds to your other Suncorp Bank accounts.

Please note: To activate your Card, you will need to call the Suncorp Clear Options activation number directly on

1300 203 074 instead of Suncorp Bank Telephone Banking. For further details of how to activate your Card, please refer to the Suncorp Clear Options Credit Card Terms and Conditions in Part A to this document.

Terms and Conditions

These terms and conditions in Part B govern your use of the Suncorp Bank Non-Cash Payment Facilities provided by Suncorp Bank when they are used in conjunction with your Suncorp Clear Options credit card account.

Your access to our Suncorp Bank Non-Cash Payment Facilities is subject to the terms and conditions governing your Suncorp Clear Options credit card account in Part A to this document (“Credit Card Terms and Conditions”). Please refer to your Credit Card Terms and Conditions to determine access. If there is any inconsistency between these Terms and Conditions and your Credit Terms and Conditions, the latter will prevail.

1. Definitions and Interpretation

1.1 Definitions

In these Part B Terms and Conditions, unless the context requires otherwise:

- (1) **Account** means the Suncorp Clear Options credit card facility issued by Citibank as the credit provider to which a Suncorp Bank Non-Cash Payment Facility is attached;
- (2) **Account credit limit** means the maximum approved credit limit of your Account;
- (3) **Account holder** means the person in whose name the Account is held;
- (4) **BPAY®** means the BPAY® Scheme which is an electronic payments scheme through which you and an additional cardholder can ask Citibank to make a payment on your behalf to billers who accept BPAY® payments;
- (5) **Business day** means any day other than Saturday or Sunday or a public holiday in Brisbane;
- (6) **Card** means the Suncorp Clear Options credit card issued by Citibank for use on your Account and includes a card issued to an additional Cardholder;
- (7) **Cardholder** means any person/s to whom a card, an additional or supplementary card is issued by Citibank, including where applicable the Account holder;

- (8) **Card Scheme** means the credit card scheme operated and maintained by VISA International;
- (9) **Citibank** means Citigroup Pty Limited ABN 88 004 325 080, Australian credit licence 238098, the credit provider and issuer of the Suncorp Clear Options credit card;
- (10) **Customer ID** means the secret number we give the Account holder or the Cardholder that they are required to enter electronically in order to use Internet Banking;
- (11) **EFT Transactions** means funds transfers initiated by giving an instruction, through electronic equipment and using an access method, to Suncorp Bank (directly or indirectly) to debit or credit the Account;
- (12) **EFTPOS** means a point of sale electronic funds transfer facility available at retail or wholesale outlets;
- (13) **Financial Institution** means:
 - (a) “bank” within the meaning of the Banking Act 1959;
 - (b) A corporation:
 - (i) that is registered or incorporated as a building society or credit union under a law relating to such organisations that is in force in a State or Territory of Australia; or
 - (ii) a substantial part of whose business or undertaking is the provision of credit; or
 - (c) A person who is not a corporation and in relation to whom paragraph (b)(ii) would apply if the person were a corporation;
- (14) **Internet Banking** means any banking service provided by Suncorp Bank by use of the internet and a password;
- (15) **Internet Banking Password** means the Account holder or Cardholder’s Internet Banking Password chosen by the Account holder or Cardholder;
- (16) **PIN** means any personal identification number provided by Suncorp Bank, nominated by the Account Holder and/or a Cardholder in connection with the Account;
- (17) **Statement of Account** means the monthly statement that Citibank issues to the Account holder in relation to the Account setting out the transactions which occurred on the Account during the period set out in the statement;
- (18) **Suncorp, Suncorp Bank, we, our or us** means Suncorp-Metway Limited ABN 66 010 831 722,

Australian credit licence 229882 and its successors and assignees;

- (19) **TAC** means the Account holder or Cardholder's Telephone Access Code;
- (20) **Telephone Banking** means the banking services provided by Suncorp Bank by use of telephone and a TAC.

1.2 Interpretation

In this Part B, headings are for convenience only and do not affect interpretation and except to the extent that the context otherwise requires:

- (1) reference to any legislation or to any provision of any legislation includes any modification or re-enactment of, or any legislative provision substituted for, and all legislation and statutory instruments issued under, such legislation or such provision;
- (2) words denoting the singular number including the plural and vice versa; (3) words denoting individuals include corporations and vice versa;
- (3) words denoting any gender include all genders;
- (4) a reference to any party, if more than one of them, shall be a reference to each and every of that party jointly and severally;
- (5) references to clauses are references to clauses of this Part B;
- (6) references to any document or agreement will be deemed to include references to such document or agreement as notated, supplemented, varied or replaced from time to time;
- (7) references to any party in this Part B or any other document or agreement shall include a reference to that party and its successors or permitted assigns; and
- (8) reference to any party's performance of its obligations under this Part B include that party causing another to perform same.

2. General terms and conditions applying to EFT Transactions

2.1 What is an EFT Transaction?

- (1) EFT stands for electronic funds transfer. Examples of some EFT Transactions are transactions completed using Telephone Banking or Internet Banking transactions.
- (2) All cardholders should know about these terms and conditions that apply to EFT Transactions before they

use electronic equipment, the Card or an access method.

- (3) In this section we describe a Cardholder's PIN, TAC, Internet Banking password or other secret code or particular access method we give a Cardholder, as the secret code.

2.2 EFT Transactions Terms and Conditions

- (1) This clause 2 applies only to EFT Transactions. If this clause 2 does not agree in any way with the other provisions dealing with EFT Transactions in Part B of these Terms and Conditions or in any particular Suncorp Bank document, what is written in this clause applies unless other terms and conditions specifically say so.
- (2) Where the ePayments Code applies to the Account or the use of the Card, we agree to follow the rules of the ePayments Code for electronic banking transactions made in Australia and we give all and any cardholders a warranty that we will do so.
- (3) This clause 2 does not apply to an Account that is designed primarily for use by a business and established primarily for business purposes and to -
 - (a) that part of a funds transfer which is the debiting of and transfer of value from an Account, or
 - (b) that part of a funds transfer which is the receipt of value and the crediting of that value to an Account.

2.3 Secret code

- (1) A Cardholder's secret code is a key to the Account when a Cardholder uses certain electronic equipment. The secret code is valuable and should be kept secret. This includes and is not limited to secret codes such as a Cardholder's PIN, TAC, Internet Banking password, Customer ID.
- (2) The Cardholder must tell us quickly and without delay by telephone by calling our Hotline number which is available 24 hours a day on 1800 775 020 if he/she has lost his/her Card or if he/she thinks someone knows his/her secret code.

2.4 Guidelines for selecting the secret code

- (1) If we allow a Cardholder to select his/her secret code, he/she must not select a numeric code that represents his/her date of birth, a series of consecutive or the same numbers of his/her drivers licence number or an alphabetical code that is a recognisable part of his/her name.

- (2) A Cardholder's liability for losses arising from unauthorised transactions will be determined under the ePayments Code (refer to clauses 2.6 to 2.8).

2.5 Guidelines for recording the secret code

A Cardholder can record his/her secret code to help him/her remember it but it must be reasonably disguised. The Cardholder should NOT -

- (1) put his/her secret code on his/her Card even if he/she disguises it;
- (2) reverse the order of the secret code;
- (3) say a disguised number is his/her secret code;
- (4) disguise his/her secret code as a telephone number;
- (5) replace his/her secret code with letters (e.g. A=1, B=2, C=3);
- (6) write numbers that contain the same sequence of numbers as his/her secret code;
- (7) record it on a computer or electronic device where it can easily be retrieved; or
- (8) keep a record of it in close proximity to where it can be obtained with the access method (e.g. next to the Card).

These are only examples. There are other ways that a Cardholder should not use to disguise secret codes so as to make his/her secret code obvious to another person. Where the ePayments Code applies to the Account or the use of a Card, the Account holder's liability for losses arising from an unauthorised transaction will be determined under the ePayments Code (refer also to clauses 2.6 to 2.8).

2.6 When an account holder and/or cardholder is not liable for any losses

- (1) An unauthorised transaction, that is a transaction the Account holder and/or Cardholder did not authorise, does not include any transaction carried out by a Cardholder or by anyone performing a transaction with the Cardholder's knowledge and consent.
- (2) Where the Account holder and/or Cardholder does not authorise a transaction, the Account holder and/or Cardholder will not be responsible for losses which are –
 - (a) caused by fraudulent or negligent conduct of our staff or agents of ours or companies involved in networking arrangements or merchants or their agents or employees;
 - (b) losses relating to any components of an access method that are forged, faulty, expired, or cancelled;

- (c) losses that arise from a transaction which required the use of any device or code forming part of the Cardholder's access method and that occurred before the Cardholder received any device or code or reissued device or code; or
- (d) losses that are caused by the same transaction being incorrectly debited more than once to the same Account.

- (3) The Account holder and/or Cardholder may not be liable for unauthorised transactions that occur after the Account holder and/or Cardholder has notified us that a Cardholder's Card, PIN, TAC, Internet Banking password or any other access method or secret code that we gave the Cardholder has been lost, stolen or misused or that the security of the access method or secret codes has been breached.
- (4) Where it is clear that the Account holder and the Cardholder has not contributed to any loss caused by unauthorised transactions, the Account holder and/or Cardholder will not be liable.

2.7 When an Account holder and/or Cardholder is liable

- (1) Where clause 2.6 does not apply, the Account holder and/or Cardholder will be liable for losses resulting from unauthorised transactions in the following circumstances-
 - (a) where on the balance of probability we can prove that the Account holder and/or Cardholder contributed to the losses through fraud;
 - (b) where on the balance of probability we can prove the Account holder and/or Cardholder contravened our requirements outlined in clause 2.8;
 - (c) where the Account holder and/or Cardholder unreasonably delayed notification to us after the Account holder and/or Cardholder became aware (or should have reasonably been aware) of the loss, theft or misuse of the Cardholder's Card or secret code we gave the Account holder and/or Cardholder; or
 - (d) where an access method involves more than one secret code and the Account holder and/or Cardholder contravenes the requirements of clause 2.8 by voluntarily disclosing or keeping a record of one or more of the secret codes but not all the codes in the access method. (The Account holder and/or Cardholder will only be liable under this clause 2.7(1)(d) if on the

balance of probability the Account holder's and/or Cardholder's contravention of clause 2.8 was the dominant contributing cause of the losses.)

- (2) The losses that the Account holder and/or Cardholder will be liable for will be the losses incurred before the Account holder and/or Cardholder told us that the secret code that we gave the Account holder and/or Cardholder has been lost, stolen or misused or that the security of the access method or secret codes has been breached.
- (3) In respect to losses arising from unauthorised transactions, the Account holder and/ or Cardholder will not be liable where-
 - (a) that portion of losses incurred on any one day which exceed any applicable daily transaction limit or any periodic transaction limit;
 - (b) the portion of losses that exceeds the balance of that Account (including any credit limit); or
 - (c) all losses on an Account where the Account holder and/or Cardholder had not previously agreed that Account could be accessed using the Cardholder's card or secret code.
- (4) Where a secret code or access method was required to perform the unauthorised transactions and none of the circumstances outlined in clauses 2.6 and 2.7 apply, the Account holder and/or Cardholder will be liable for the least of -
 - (a) \$150; or
 - (b) the balance of those accounts (including any Account credit limit) the unauthorised transactions were transferred from and which a Cardholder agreed may be accessed by the use of his/her Card, secret code or other access method used to perform the unauthorised transaction; or
 - (c) the actual loss at the time the Account holder and/ or Cardholder notified us that a Cardholder's Card, secret code or any other access method had been misused, lost or stolen or that the security of the codes had been breached (excluding any loss which exceeds on any one day any applicable daily transaction limit or any periodic transaction limit).
- (5) In instances where we have not exercised our rights under this Part B or any Card Scheme to chargeback any unauthorised transactions pursuant to this Part B, the Account holder will not be liable for any amount greater than the amount the Account holder would have to have paid to us had we exercised those rights.

2.8 Our requirements of a Cardholder to protect the account against unauthorised transactions

- (1) A Cardholder must -
 - (a) never voluntarily disclose his/her PIN, TAC, Internet Banking password or any other access method or secret code to anyone, including a family member or friend; or
 - (b) where the access method also utilises a device, not indicate one or more of the codes on the outside of the device, or keep a record of one or more of the codes (without making any reasonable attempt to protect the security of the code records) on the one article, or on several articles, carried with the device or liable to loss or theft simultaneously with the device; or
 - (c) where the access method comprises a code or codes without a device, not keep a record of all the codes (without making any reasonable attempt to protect the security of the code records) on the one article, or on several articles so that they are liable to loss or theft simultaneously; or
 - (d) where we permit the Cardholder to select or change a code (and, immediately before his/her selection or change of the code, we specifically instruct the Cardholder not to select a numeric code which represents his/her birth date or an alphabetical code which is a recognisable part of his/her name and we warn the Cardholder of the consequences of such a selection), not select such a numeric or alphabetical code; or
 - (e) not act with extreme carelessness in failing to protect the security of all the codes.
- (2) For the purposes of this clause, a reasonable attempt to protect the security of a code record includes either or both of:
 - (a) making any reasonable attempt to disguise the code(s) within the record;
 - (b) taking reasonable steps to prevent unauthorised access to the code record.
- (3) Notwithstanding the conditions for the purposes of determining the Accountholder's and/or Cardholder's liability for any losses resulting from unauthorised transactions using an electronic device and an access method we will comply with the requirements of the ePayments Code.

2.9 Changes

- (1) We will tell the Account holder and/or Cardholder in writing before we change or vary these EFT transaction Terms and Conditions in clause 2, not later than 30 days before the change takes effect, by -
 - (a) introducing or increasing charges for electronic banking transactions or additional or replacement access methods including cards;
 - (b) increasing the Account holder's and/or Cardholder's liability for losses in relation to electronic banking; or
 - (c) restricting a Cardholder's ability to make electronic transactions on the Account. (2) We can make other changes, variations, additions or deletions immediately and without telling the Account holder and/or Cardholder first except when this would be against the ePayments Code or the law.
- (4) Subject to law, we can tell the Account holder and/or Cardholder about other changes in electronic banking by using -
 - (a) a notice on or with the Account holder's and/or Cardholder's statement of account;
 - (b) a notice on ATM's or at any Suncorp Bank branch;
 - (c) by secure message services on Internet Banking (if the Account holder and/or Cardholder has agreed to this method);
 - (d) press advertisements; or
 - (e) a letter.
- (5) If we tell the Account holder and/or Cardholder using a notice on an ATM, at a branch or in the press, we will also include a notice before, with or on the Account holder's and/or Cardholder's next Statement of Account after the change, variation, addition or deletion takes effect.
- (6) New changes will generally be advertised in national newspapers on or before the day they are implemented.

2.10 If the Account holder and/or Cardholder has a problem with electronic banking

- (1) If the Account holder and/or Cardholder has a problem or a complaint about a transaction (including any entry on a Statement of Account), take a note of the details and call 13 11 75 or contact any Suncorp Bank branch as soon as possible.
- (2) We need to know details of the problem experienced. We will investigate the problem and if we can't solve the problem immediately, we will tell the Account holder and/or Cardholder in writing of the steps we will take and how we intend to solve the problem.
- (3) If we have not finished our investigation within 21 days of receiving a complaint, we will tell the Account Holder and/or Cardholder in writing that we need more time. We will complete our investigation within 60 days unless there are exceptional circumstances. If this is the case, we will tell the Account holder and/or Cardholder about these in writing, provide the Account holder and/or Cardholder with updates every two months on the progress of the complaint, and inform the Account holder and/or Cardholder of a date when a decision can reasonably be expected.
- (4) For further information on our complaints handling procedure, please contact us on 13 11 75 or in person at any branch.
- (5) We expect that our procedures will provide you with a fair and prompt resolution to your complaint. If however you are not satisfied with our final decision, you may be able to take your complaint to the Financial Ombudsman Service (FOS). FOS provides a free, independent service to customers to help you resolve your banking complaint where we have been unable to do so through our complaint handling process. Certain small businesses may be eligible to utilise the services of FOS.

You can contact FOS by:

Telephone: 1300 780 808 (for the cost of a local call)

Address: GPO Box 3 MELBOURNE VIC 3001

Website: www.fos.org.au

Email: info@fos.org.au

FOS will tell you if they can help you, as their services are not available to all customers. We agree to accept a FOS decision however you have the right to take legal action if you do not accept their decision. If you want more information on FOS, please ask us for a brochure.

2.11 Reporting lost, stolen or misused cards or secret access codes

- (1) If a Cardholder's secret code is lost, stolen or misused, or the Account holder and/ or Cardholder believes someone knows the Cardholder's secret code, telephone us immediately and without delay follow up with the details in writing.
- (2) The Hotline number is 1800 775 020.
- (3) When a Cardholder tells us his/her secret code has been lost, stolen or misused, the Cardholder might be given a notification number. The Cardholder should keep this as evidence of the time and date he/she told us.

2.12 Changing the secret code

- (1) A Cardholder can change his/her secret code (except for his/her Card Activation Number) whenever he/she wishes.
- (2) Contact us on 13 11 75 or at any branch and we will advise how a Cardholder can change his/her secret code.
- (3) For security reasons, a Cardholder should change his/her secret code from time to time, however a Cardholder must not change a secret code to the same number as another secret code we have given the Cardholder.

2.13 Daily limits

- (1) We may impose daily limits on all EFT Transactions.
- (2) The daily limit is a security measure to limit the amount of money that can be transferred from the Account.
- (3) If you attempt to perform a transaction that exceeds the daily limit, it may be rejected.
- (4) The current applicable daily limits of EFT Transactions are available on request.

3. Terms and conditions for Telephone Banking

3.1 Application

These Telephone Banking Terms and Conditions set out in clause 3 apply only to Telephone Banking and Telephone Banking transactions.

3.2 EFT Transactions

Some Telephone Banking transactions will also be EFT Transactions. In such instances, where these Telephone Banking Terms and Conditions do not agree with the EFT Transaction provisions in clause 2, then the EFT Transaction provisions apply. The Account holder should therefore read clause 2 in conjunction with this clause 3.

3.3 What is Telephone Banking?

- (1) Telephone Banking allows the Account holder and/ or a Cardholder to access some accounts (including the Account) and information through Suncorp Bank's Telephone Banking system.
- (2) If the Account holder and/or a Cardholder wishes to inquire about Telephone Banking contact us on -
 - (a) existing accounts - call 13 11 25
 - (b) new accounts and other banking services - call 13 11 75

3.4 Applying for Telephone Banking

- (1) The Account holder and/or a Cardholder must register for Telephone Banking by calling 13 11 25 and providing identification details.
- (2) The Account holder and/or a Cardholder will need to select a TAC. The TAC must be between 4 and 6 digits long, and cannot be one of Suncorp Bank's telephone numbers beginning with 13, the Account holder's and/or a Cardholder's birth date or driver's licence number, PIN, commence with zero or a series of consecutive or the same numbers (e.g. 123456 or 111111).

3.5 Guidelines for using Telephone Banking

- (1) The Account holder and/or a Cardholder can use Suncorp Bank's Telephone Banking services by telephoning 13 11 25. When the Account holder and/ or a Cardholder uses Telephone Banking services the Account holder and/or a Cardholder agrees that the Account holder and/or a Cardholder is giving us instructions;
 - (a) we can consider these instructions are from the Account holder and/or a Cardholder;
 - (b) the Account holder is liable for any transactions which occur except as indicated in clause 2.6; and
 - (c) we are not responsible for the operation of any telephone system other than our Interactive Voice Recognition system.
- (2) Information we give the Account holder and/or a Cardholder by telephone about the Account or any other Suncorp Bank accounts relates to transactions that we have processed to any such accounts and verified at the time we were contacted. Some transactions the Account holder and/or a Cardholder has made may not have been processed to the Account or any such accounts. The Account holder's and/or a Cardholder's Telephone Banking transactions will be processed in the normal course of business.

- (3) Telephone Banking instructions requiring the transfer of funds (including BPAY® payments) may not be carried out if there are insufficient funds in the relevant Account.
- (4) We can cancel the Account holder's and/or a Cardholder's access to Telephone Banking at any time. If we do this, we will tell the Account holder and/or a Cardholder in writing as soon as possible. We can also delay or refuse to process the Account holder's and/or a Cardholder's instructions.

3.6 Problems with Telephone Banking

If the Account holder and/or a Cardholder thinks there has been a mistake or a transaction the Account holder and/or a Cardholder did not authorise, the Account holder and/or a Cardholder must telephone us immediately and follow up with details in writing. The Account holder's and/or a Cardholder's concerns or any problems will be investigated in the same way as problems with electronic banking.

3.7 Access by additional cardholder or supplementary cardholder

A Cardholder who is an additional cardholder or a supplementary cardholder may have restricted access to some of the services offered through Telephone Banking (for example, access to Statement of Account, rewards program, special and promotional offers).

4. Terms and Conditions for Internet Banking

4.1 Application

These Internet Banking Terms and Conditions set out in clause 4 apply only to Internet Banking and Internet Banking transactions.

4.2 EFT Transactions

Some Internet Banking transactions will also be EFT Transactions. In such instances, where these Internet Banking Terms and Conditions do not agree with the EFT Transaction provisions in clause 2, then the EFT Transaction provisions apply. The Account holder and/or a Cardholder should therefore read the EFT Transaction provisions in conjunction with these Internet Banking Terms and Conditions.

4.3 What is Internet Banking?

- (1) Internet Banking allows the Account holder and/or a Cardholder to access some accounts and information through Suncorp Bank Internet Banking system.
- (2) Internet Banking can be accessed by going to www.suncorpbank.com.au

4.4 Guidelines for using Internet Banking

- (1) In order to register for Internet Banking, the Account holder and/or a Cardholder must be a registered Telephone Banking user and have a valid TAC or get a temporary TAC.
- (2) To get a temporary TAC to enable the Account holder and/or a Cardholder to register for Internet Banking simply call 13 11 75. Once Suncorp Bank has identified the Account holder and/or a Cardholder in accordance with Suncorp Bank's requirements, the Account holder and/or a Cardholder will need to select a TAC or be provided a temporary TAC.
- (3) The Account holder's and/or a Cardholder's TAC or temporary TAC must be between 4 and 6 digits long. It cannot be -
 - (a) one of Suncorp Bank's telephone numbers;
 - (b) the Account holder's and/or a Cardholder's birth date;
 - (c) the Account holder's and/or a Cardholder's driver's licence number;
 - (d) a series of consecutive or the same numbers (e.g. 123456 or 111111).
- (4) Once the Account holder and/or a Cardholder has a TAC or temporary TAC, the Account holder and/or a Cardholder can register for Internet Banking by going to the Suncorp Bank web site located at www.suncorpbank.com.au.
- (5) The Account holder and/or a Cardholder will be required to enter either the Account holder's and/or a Cardholder's TAC or temporary TAC and at least one of the Account holder's and/or a Cardholder's Suncorp Bank account numbers. The Account holder and/or a Cardholder will then be given a Customer ID and asked to choose an Internet Banking password which will be used in the place of the TAC or temporary TAC in all subsequent Internet Banking sessions. The Account holder and/or a Cardholder must remember the Customer ID as the Account holder and/or a Cardholder will need to use it each time the Account holder and/or a Cardholder logs on to Internet Banking along with the Internet Banking password. This is the only place the Account holder and/or a Cardholder will be given a Customer ID.
- (6) The Account holder's and/or a Cardholder's Internet Banking password must be between 6 and 8 digits long. It cannot be -

- (a) one of Suncorp Bank's telephone numbers;
 - (b) the Account holder's and/or a Cardholder's birth date;
 - (c) the Account holder's and/or a Cardholder's driver's licence;
 - (d) a series of consecutive or the same numbers (e.g. 123456 or 111111).
- (7) The Account holder and/or a Cardholder will also need to have access to a computer with suitable software. Refer to www.suncorpbank.com.au for information on suitable software.
- (8) By accepting these Internet Banking Terms and Conditions the Account holder and/ or a Cardholder certifies to us that the Account holder and/or a Cardholder will only attempt to gain access to Internet Banking using a computer with suitable software.
- (9) We are not liable for any loss, damage or consequential loss or damage if the Account holder and/or a Cardholder uses or attempts to access Internet Banking without using suitable software.

4.5 Using Internet Banking

- (1) We are not responsible for the operation of any computer system (other than our systems) the Account holder and/or a Cardholder uses to transact using Internet Banking or the operation of any telephone system.
- (2) We can cancel the Account holder's and/or a Cardholder's access to Internet Banking at any time. If we do this, we will tell the Account holder and/or a Cardholder in writing as soon as possible.
- (3) We can also delay or refuse to process the Account holder's and/or a Cardholder's instructions.
- (4) Internet Banking instructions requiring transfer of funds (including BPAY® bill payments) will not be carried out if the Account holder and/or a Cardholder does not have enough cleared funds in the relevant Account. We will notify the Account holder and/or a Cardholder by secure message if this occurs.
- (5) If the Account holder and/or a Cardholder gives us instructions for more than one transfer and/or bill payment and/or bulk payment on a particular date, we will determine the order in which the payments are made on that day.
- (6) A Cardholder who is an additional cardholder or a supplementary cardholder may have restricted access to some of the services offered through Internet Banking (for example, access to Statement of Account, rewards program, special and promotional offers).

4.6 Electronic communication

- (1) In accepting these Terms and Conditions the Account holder and/or a Cardholder agrees that if the Account holder and/or a Cardholder registers with Suncorp Bank to use Internet Banking either we or Suncorp Bank can provide the Account holder and/ or a Cardholder with any information required to be given to the Account holder and/ or a Cardholder by law or any code (including the ePayments Code) by electronic communication.

4.7 Account information

- (1) Information provided by Internet Banking about the Account and any other Suncorp Bank account belonging to the Account holder and/or a Cardholder relates to transactions that Suncorp Bank has processed and verified. The Account holder's and/or a Cardholder's Internet Banking transactions will be processed in the normal course of business or at the times we notify.
- (2) We are not responsible for delays, errors, inaccuracies, or omissions due to failure in a computer system, the Telephone Banking network, any telephone system, or ancillary equipment other than our own electronic systems, communications systems and other equipment.

4.8 View Only Access

- (1) If the Account holder asks Suncorp Bank and Suncorp Bank agrees, Suncorp Bank can provide Internet Banking access to various accounts limited to "View Only Access".
- (2) "View Only Access" means the Account holder can authorise a person to view transactional, customer information and statement requests only. This does not allow the person to perform any type of debit transaction, open or close the Account, or make any changes to information on the Account other than their own information.
- (3) When Suncorp Bank agrees to provide View Only Access the Account holder also authorises for that person to view transactional information, customer information and statement requests via any of Suncorp Bank's branches.

5. Variation of the Terms and Conditions in Part B

Unless otherwise provided in this Part B, the following provisions apply to the variation of the Terms and Conditions in Part B:

- (1) Subject to clause 6(3), Suncorp Bank may at any time vary these Terms and Conditions in Part B by giving you written notice.
- (2) Suncorp Bank will provide 30 days' prior notice if we introduce any new fee or charge, increase the amount of any fee or charge (other than a government charge), increase your liability for losses or imposes, remove or change any maximum limits to the amounts that may be withdrawn or transferred by the use of the Card.
- (3) Where permitted by law including the Code of Banking Practice, Suncorp Bank may give you notice of variation of these Terms and Conditions in Part B by displaying a notice on Suncorp Bank's website at www.suncorpbank.com.au or by press advertisement.

6. Governing Law and Jurisdiction

These Terms and Conditions in Part B are governed by the laws of Queensland. You irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of Queensland.

7. Notices

- (1) Except where you have specifically agreed to receive information or notices under these Terms and Conditions electronically (to the extent permitted by law), Suncorp Bank will send all notices to the most recent mailing address received from you.
- (2) If you have agreed to receive this information or notices under these Terms and Conditions in Part B electronically Suncorp Bank may give you a notice either by:
 - (a) broadcasting a message on our website at www.suncorpbank.com.au;
 - (b) delivering it to you by an electronic message to your latest e-mail address recorded on our system.
- (3) Any notice or statement to be given or demand to be made to you under these Terms and Conditions:
 - (a) if a signature is required, will be effectively signed on behalf of Suncorp Bank if it is executed by Suncorp Bank, its officers, solicitors or attorneys; and

- (b) will be served by being: delivered personally to, left at, or posted in a prepaid envelope or wrapper to your address, or by being e-mailed to your e-mail address, as notified to us or your registered office, place of business, or residence last known to Suncorp Bank, or by being sent to you by facsimile transmission.

- (4) A demand or notice, if:
 - (a) delivered personally will be deemed served when left at the address; (b) posted will be deemed served two Business Days after posting; or
 - (b) sent by facsimile or electronic transmission will be deemed served on conclusion of transmission. Service by any of these methods will be valid even if you do not receive the document or if the document is returned to Suncorp Bank unclaimed.
- (5) Unless otherwise specified in these Terms and Conditions in Part B, notices to us under these Terms and Conditions shall be in writing, signed by you or your duly authorised person and sent to Suncorp Bank at the following address or in such other way as set out in these Terms and Conditions in Part B or as we may advise from time to time:

Reply Paid 1453
GPO Box 1453
Brisbane QLD 4001

8. Code of Banking Practice

- (1) Where the Code of Banking Practice applies to a Transaction, the relevant provisions of the Code of Banking Practice will apply to that service and Suncorp Bank will observe the relevant provisions of the Code of Banking Practice.
- (2) Suncorp Bank will provide you with a copy of the Code of Banking Practice on request.
- (3) You have certain rights at law, which cannot be limited or excluded. Nothing in the Terms and Conditions of this Part B limits or excludes those rights, however, Suncorp Bank's liability is limited to the maximum extent permitted by law.

9. Fees and charges

Subject to the Credit Card Terms and Conditions in Part A of this document, any fees, government charges and stamp duty payable as a result of the use of a Suncorp Bank Non-Cash Payment Facility are payable by you and such charges will be debited to the Account.

PART C: PRIVACY

This Privacy Statement is given on behalf of both Citigroup Pty Limited and Suncorp-Metway Ltd.

In this section “Citigroup” means Citigroup Pty Limited and its related companies that assist it to provide its services, “Suncorp” means Suncorp-Metway Ltd, which is a member of the Suncorp Group, ‘we/us’ means Citigroup and Suncorp collectively (or singularly/separately where the context requires) and ‘you/your’ means all borrowers and other individuals named in this application.

Why do we collect, use and disclose your personal information?

Personal information is information or an opinion about an identified individual or an individual who is reasonable identifiable. We collect, use and disclose your personal information so that either one of us can:

- identify you, conduct checks, understand your requirements, assess applications made by you, and set up, administer and manage our products and services;
- manage, train and develop our employees and representatives;
- manage complaints and disputes, and deal with dispute resolution bodies;
- get a better understanding of you, your needs, your behaviours and how you interact with us, so we can engage in product and service research, development and business strategy including managing the delivery of our services and products via the ways we communicate with you;
- comply with applicable laws both in Australia and overseas including (a) the National Consumer Credit Protection Act; (b) the Anti-Money Laundering and Counter-Terrorism Financing Act; (c) Income Tax Assessment Acts, Tax Administration Act and A New Tax System (Goods and Services Tax) Act (d) State and Territory property legislation and other property-related laws (for example, to register and search for security interests) which may authorise or require us to collect your personal information; and
- use it for other purposes as listed in our Privacy Policies and our Credit Reporting Policies.

What happens if we can't collect your personal information?

If we can't collect your personal information from you (or from other people or organisations in some cases) or if the

information provided is incorrect or incomplete we may not be able to provide you with any, some, or all of the features of our products or services.

How we handle your personal information

We collect your personal information directly from you and, in some cases, from other people or organisations including, for example, where we need information from a third party to assist us to process your application or to assist us to locate or communicate with you.

Suncorp may also provide your personal information to other related companies in the Suncorp Group, and they may disclose or use your personal information for the purposes for which we collect, use and disclose your personal information described in ‘Why do we collect, use and disclose your personal information?’ in relation to products and services they may provide to you.

We will use and disclose your personal information for the purposes we collected it as well as for related purposes, where you would reasonably expect us to. We may disclose your personal information to and/or collect your personal information from:

- Citigroup and Suncorp affiliates, partners and sales agents;
- Reward providers including Airline partners and their service providers;
- other credit providers, including for reference and collection purposes;
- any signatory or guarantor to a facility for which you are applying;
- any broker, introducer, financial, legal or other adviser acting in connection with a facility or application made by you;
- government, statutory, enforcement, regulatory and tax authorities or bodies in Australia and overseas;
- credit reporting bodies (“CRBs”) (see ‘Exchange of information with credit reporting bodies’ below);
- any insurer relating to a facility of yours;
- any other external dispute resolution body;
- social media and other virtual communities and networks where people create, share or exchange information;
- organisations wishing to acquire an interest in any part of our business for assessing or implementing any such acquisition;
- organisations that carry out functions on our behalf including card schemes, mailing houses, researchers, data warehouses, administration or business

management services, specialised data matching and trending service providers, consultants, auditors, marketing service providers, data and document management providers and collection agents;

- any entity where disclosure to, or collection from, such entity is required or authorised by law; and
- as further set out in our Privacy Policies and Credit Reporting Policies.

We'll use a variety of methods to collect your personal information from, and disclose your personal information to, these persons and organisations, including written forms, telephone calls and via electronic delivery. We may collect and disclose your personal information to these persons and organisations during the information life cycle, regularly, or on an ad hoc basis, depending on the purpose of collection.

Overseas Disclosure

Sometimes, we need to provide your personal information to – or get personal information about you from – persons located overseas, for the same purposes as in 'Why do we collect personal information?'

Whilst we take all reasonable steps to protect your information, such overseas recipients may not be bound by the Privacy Act.

It is likely that for Citigroup such countries will include the United States of America, India, the Philippines, Malaysia and Singapore. From time to time, Citigroup may need to disclose your personal information to, and collect your personal information from, other countries not on this list.

The list of countries Suncorp usually disclose personal information to is in our Suncorp Group Privacy Policy. Please go to www.suncorp.com.au/privacy to see our Suncorp Group Privacy Policy or call 13 11 75 to obtain a list of countries Suncorp usually disclose personal information to. From time to time, Suncorp may need to disclose your personal information to, and collect your personal information from, other countries not on this list.

By consenting to us disclosing your personal information to overseas recipients, you acknowledge that Australian Privacy Principle 8.1 will not apply to the disclosure.

Whilst we will make every reasonable effort to ensure that overseas recipients protect your personal information, we must tell you that we will not be obliged under the Privacy Act to take reasonable steps to ensure that an overseas recipient does not breach the Australian Privacy Principles and we will not be liable under the Privacy Act if the recipient does not act consistently with the Australian Privacy Principles. By completing this application form you consent to disclosures to overseas recipients.

Our Policies

You can obtain a copy of the Suncorp Group Privacy Policy and Suncorp Credit Reporting Policy at www.suncorp.com.au/privacy

You can view the Citibank Privacy Policy or Credit Reporting Policy on our website at www.citibank.com.au/privacy

How to access and correct your personal information or make a complaint

You have the right to access and seek correction of your personal information (including credit information and credit eligibility information) held by us and you can find information about how to do this in the Citigroup Privacy Policy, Suncorp Group Privacy Policy and Suncorp Credit Reporting Policy.

These policies also include information about how you can complain if you believe we have not complied with the Privacy Act (including the credit reporting provisions in Part IIIA and the Credit Reporting Code) and how we'll deal with such a complaint.

Exchange of information with credit reporting bodies

If you have made an application for consumer or commercial credit, or have obtained consumer or commercial credit from Citigroup, you agree that Citigroup can obtain credit reporting information about you from a CRB for the purposes of assessing any application for consumer or commercial credit and collecting payments that are overdue in relation to consumer or commercial credit. You also agree that Citigroup can obtain, from any business providing information about commercial credit-worthiness, commercial credit reports about you for the purposes of assessing applications for consumer or commercial credit.

Citigroup may disclose personal information about you (including credit information, such as details about the credit that we provide to you, your repayment history and any repayment defaults) to, and obtain credit reporting information about you from, CRBs. CRBs may include information provided by Citigroup in reports provided to other credit providers to assist them to assess your credit worthiness.

Our Credit Reporting Policies contain information about credit reporting, including the CRBs with which we each may share your personal information, their contact details, how to obtain their policy about the management of credit related personal information, the type of credit reporting information we share with CRBs (which includes information in relation to defaults and serious credit infringements), and your rights in relation to them

(including requesting a CRB not to disclose your credit reporting information if you believe you have been or likely to be a victim of fraud or not use your credit reporting information for pre screening of direct marketing).

Your personal information and our marketing practices

Every now and then, Citigroup affiliate companies and partners, Suncorp and Suncorp Group companies who operate under the “Suncorp” brand might let you know – including via mail, SMS, email, telephone or online – about offers relating to this product, news, special offers, products and services that you might be interested in. We will engage in marketing unless you tell us otherwise. You can contact us to update your marketing preferences at any time. We must tell you that any registration on the National Do Not Call Register is overruled by your marketing preferences with us.

In order to carry out our direct marketing we collect your personal information from and disclose it to others that provide us with specialised data matching, trending or analytical services, as well as general marketing services. We may use online targeted marketing, data and audience matching and market segmentation to improve advertising relevance to you.

We may also collect your personal information for marketing through competitions and by purchasing contact lists.

We, and other people who provide us with services, may combine the personal information collected from you or others, with the information we, or companies in our Group, or our service providers already hold about you.

Contact Us

For more information about Citigroup’s privacy practices including overseas disclosure or to tell Citigroup about your marketing preferences you can visit: www.citibank.com.au/privacy. Alternatively, you can get in touch directly by contacting Citigroup on 13 24 84.

For more information about Suncorp’s privacy practices including overseas disclosure or to tell Suncorp about your marketing preferences you can visit: www.suncorp.com.au/privacy.

Alternatively, you can get in touch directly by contacting Suncorp on:

Phone: 13 11 75

Email: privacyaccessrequests@suncorp.com.au

Mail: Suncorp Bank GPO Box 1453, Brisbane Qld 4001 or by visiting a Suncorp Bank Branch.

PART D: CREDIT GUIDE

This Part applies if your account is regulated by consumer credit legislation. It may not all be relevant for accounts that are designated as “Business Accounts”

This Credit Provider Credit Guide (“Credit Guide”) and other disclosure documents that we may give you, are important documents. These documents are all written in English. You need to ensure that you read and understand these documents before you make a decision to obtain credit. If you are unable to read English you should get help from an independent translator to interpret this material.

What is a Credit Guide?

This Credit Guide is designed to assist you in understanding the credit services offered by Citigroup Pty Limited ABN 88 004 325 080 Australian credit licence 238098 (“the Credit Provider”) for Suncorp Clear Options Credit Cards*. The Credit Provider holds an Australian Credit Licence (ACL) issued by the Australian Securities and Investments Commission (ASIC). In this Credit Guide “we”, “our” and “us” means the Credit provider. This Credit Guide outlines the types of credit services and credit contracts that the Credit Provider provides, gives information on the Credit Provider’s obligations to you with respect to providing those services, and if necessary, how to make a complaint.

How you can contact us?

You can contact the Credit Provider by:

- calling 13 11 75 (within Australia) or + 61 7 3362 1712 (from overseas)
- mailing GPO Box 40, Sydney NSW 2001
- visiting our website: www.citibank.com.au and selecting ‘Contact us’ from the bottom of the homepage.

How do we engage in credit activities and provide credit services?

The Credit Provider engages in credit activities by entering into credit contracts with you. These contracts include Suncorp Clear Option Credit Cards*.

The Credit Provider provides credit services to you by suggesting to you or assisting you with applying for new credit products; suggesting to you or assisting you to increase limits on your credit products, or suggesting to you that you remain in a credit product. The Credit Provider also engages third parties to provide credit services to you. Citibank also engages third parties to provide credit services to you.

How will we provide credit contracts to meet your needs and circumstances?

Before entering into a credit contract with you for new or increased credit, the Credit Provider will perform a credit assessment. This assessment will involve making enquiries as to your financial circumstances, an assessment of your requirements and objectives, and performing certain verifications of the financial information.

The purpose of the assessment is to check, based on the information supplied, that you will be able to comply with the credit contract or credit limit increase agreement and that complying will not create a situation of substantial hardship for you, and to ensure that the contract meets your needs and objectives. This is a legal obligation of the Credit Provider. If it is likely that you will only be able to meet your repayment obligations by selling your principal place of residence, it must generally be presumed that you would only be able to comply with your obligations with substantial hardship, and as such a credit contract or credit limit increase agreement will not be entered into.

It is important that you provide complete and accurate information about your current financial situation, and also about any likely future changes that may impact your ability to repay the loan without facing financial hardship.

Obtaining a copy of the credit Assessment

Before entering into the credit contract or credit limit increase agreement, you may request a written copy of the credit assessment, in which case the assessment must be supplied before the contract is entered into.

You may also request a copy of the credit assessment at any time during the 7 years after the day the credit contract is entered into or the limit increased. In this case, if the request is made within the first 2 years, then the assessment must be supplied to you within 7 business days. If the request is made beyond the first 2 years, then the assessment must be supplied to you within 21 business days. There is no charge for the supply of the credit assessment.

Note: We are not required to provide you a copy of the assessment if the credit application or increase has been declined or if the credit contract your request relates to was entered into or credit limit increase occurred before 1 January 2011.

What should you do if you have a complaint?

If you have a complaint about the service provided to you, you should contact the Credit Provider using the contact details specified under the section 'How you can contact us' and tell them about your complaint and they will try to resolve this, or you can forward your complaint:

- **In writing:**
Mail your written complaint to:
Citigroup Pty Limited, Customer Advocacy Unit,
GPO Box 204, Sydney NSW 2001

Alternatively you can fax your written complaint to
+ 612 8225 5131.
- **By email:**
Email us at any time through citibank.com.au by selecting 'Contact Us' from the bottom of the homepage.

Once you have contacted the Credit Provider, we will begin the process of investigating and resolving your complaint. We will try to resolve your complaint quickly and fairly. We will endeavour to resolve your complaint within 3 business days, however some complaints do take more time than others. If we anticipate that your complaint will take longer than 21 days to resolve, we will contact you within this time to provide you with an update on our progress. Should it take longer than 45 days, we will contact you in writing to provide an explanation of the reason for the delay.

Alternate dispute resolution schemes

If you do not feel your complaint has been resolved in a satisfactory manner, or if you have not received a response after 45 days, you can contact the Financial Ombudsman Service Limited (FOS). FOS offers an independent alternative dispute resolution service to customers who have been through the bank's internal complaint process.

How to contact FOS

Post	GPO Box 3, Melbourne VIC 3001
Phone	1300 78 08 08*
Fax	03 9613 6399
Email	info@fos.org.au
Website	www.fos.org.au

*9am – 5pm AEST. Calls will be charged for the cost of a local call from landlines. Calls from mobile phones will be charged at the applicable rate from your carrier.

The Australian Securities and Investments Commission (ASIC) also has a free information line 1300 300 630 that can be used to get more information on your rights, and how to make a complaint.

PART E: INFORMATION STATEMENT

This Part applies if your account is regulated by consumer credit legislation. It may not all be relevant for accounts that are designated as “Business Accounts”.

THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, your credit provider’s external dispute resolution scheme, or get legal advice.

THE CONTRACT

1. How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The pre-contractual statement, and this document, must be given to you before —your contract is entered into.

2. How can I get a copy of the final contract?

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as —

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4. Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

5. How can I find out the payout figure?

You can write to your credit provider at any time and ask for a statement of the payout figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example:

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for —
- a change in the way in which interest is calculated; or
- a change in credit fees and charges; or
- any other changes by your credit provider;

except where the change reduces what you have to pay or the change happens automatically under the contract.

9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement. If that is not successful, you may contact your credit provider’s external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Your credit provider’s external dispute resolution provider is Financial Ombudsman Service Limited.

www.fos.org.au. 1300 780 808.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at asic.gov.au.

INSURANCE

10. Do I have to take out insurance?

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider can not insist that you use any particular insurance company.

11. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing your insurer must give you a statement containing all the provisions of the contract.

12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13. In that case, what happens to the premiums?

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

GENERAL

14. What do I do if I cannot make a repayment?

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways:

- to extend the term of the contract and either reduce the amount of each payment accordingly or defer payments for a specified period;

- to extend the term of your contract and reduce payments;
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

15. What if my credit provider and I cannot agree on a suitable arrangement?

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 17.

16. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

17. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE. EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE FINANCIAL OMBUDSMAN SERVICE LIMITED AND CAN BE CONTACTED AT GPO BOX 3, MELBOURNE VIC 3001 OR BY CALLING 1300 78 08 08 OR VISITING WWW.FOS.ORG.AU PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

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Contact Us

Report security issues 24 hours a day

You can telephone us 24 hours a day, seven days a week:

- to report lost or stolen cards, devices or security codes;
- if you need any assistance with any payment facility;
- if you need general descriptive information on account opening procedure, our obligations regarding the confidentiality of your instructions, complaint handling procedures, cheques (including bank cheques), you informing us when you are in financial difficulty or the advisability of you reading the terms and conditions applicable to your account in full; or
- if you need to obtain current details of limits, fees, charges and interest rates.

**For more information visit us at
suncorpbank.com.au**

If you are calling within Australia

13 11 75

If you are calling outside Australia

61 7 3362 1712

For general correspondence or to notify us

of things please write to:

GPO Box 40

Sydney NSW 2001

For privacy related enquiries contact

the Citigroup Privacy Officer:

email: privacy.officer@citi.com.au

address: GPO Box 204, Sydney NSW 2001

phone: the numbers above

Citigroup Pty Ltd ABN 88 004 325 080, AFSL 238098, Australian credit licence 238098 (Citibank) is the credit provider and issuer of Suncorp Clear Options Credit Cards. Suncorp-Metway Ltd ABN 66 010 831 722, Australian credit licence 229882 (Suncorp Bank) distributes the Clear Options Credit Cards under an agreement with Citibank.