

Amigo Credit Card

Terms and Conditions

V1 12 April 2016

The Amigo Visa Credit Card is issued by Community First Credit Union Limited AFSL and Australian Credit Licence Number 231204. Community First is the credit provider and issuer of the credit card.

amigo

1. The Credit Limit

- 1.1 We agree to make available to you credit up to the credit limit.
- 1.2 We may reduce the credit limit from time to time without your consent. We will provide you notice as soon as practicable after we reduce your credit limit.
- 1.3 We may only increase your credit limit if you agree.
- 1.4 You must pay any amount owing in excess of the credit limit immediately.

2. Use of your card

- 2.1 We can debit your credit card account with any:
 - (a) purchases; and
 - (b) cash advances; and
 - (c) balance transfers; and
 - (d) direct debits authorised by the card;
 - (e) credit fees and charges;
 - (f) government taxes and other charges;
 - (g) enforcement expenses incurred by enforcing your credit card account; and
 - (h) at our discretion any other transactions permitted by us.
- 2.2 Each card remains our property. You must return the card and any additional cardholder's card to us if we ask for it. You must destroy your card and any additional cardholder's card that is no longer valid as soon as you become aware that it is no longer valid.

3. Code of Practice

We warrant that we will comply with the requirements of the ePayments Code and the Customer Owned Banking Code of Practice, where those requirements apply to your dealings with us.

4. Application of payments

- 4.1 You must repay any amount debited to your credit card account as specified in the table above.
- 4.2 You must make all payments due to us using the methods we specify from time to time.
- 4.3 Your payments are made only when we credit them to your credit card account.
- 4.4 Payments to your credit card account are allocated as determined by us from time to time, but always in accordance with the law. You must make payments without deducting or setting off any money you think we owe you for any reason.
- 4.5 Payments can only be made in Australia and in Australian dollars.

5. Interest

- 5.1 Interest will accrue daily on the any unpaid daily balance of your credit card account at the annual percentage rate. The interest rate applied each day is equal to the annual percentage rate applicable to the credit card account at the time divided by 365.
- 5.2 Interest will be debited monthly in arrears on the 25th day of each month and on the day when the amount owing is repaid in full. If any day on which interest is due to be debited is not a business day, that interest will be debited on the next business day.
- 5.3 Interest debited to your credit card account will be added to the outstanding balance of your credit card account and accrue interest at the same rate and in the same manner as the principal of your credit card account.
- 5.4 We will not pay you interest on any credit balance on your credit card account.

6. Balance transfer

- 6.1 You may request us to transfer to the credit card account of the outstanding balance of a credit or charge account held by a cardholder or any other person with another financier, provided that:
 - (a) balance transfer will only be permitted up to the available *credit limit*;
 - (b) the balance transfer amount is \$500 or greater;
 - (c) the account is not delinquent; and
 - (d) a balance transfer may be refused by us at our discretion.

7. Interest free purchases

- 7.1 The table above specifies whether an interest free period applies to purchases made using your card. If an interest free period applies, you do not pay any interest on purchases provided that:
 - (a) by the due date shown on the statement for your card issued immediately before the date of the purchase you paid the full amount payable; and
 - (b) by the due date shown on the statement for your card which records that purchase debit, you pay the full amount payable.

If these conditions are not met, interest will be payable in accordance with clause 6 on each purchase from the date of the purchase debit.

8. Cash advances

- 8.1 There is no interest free period for cash advances.
- 8.2 Cash advances incur interest in accordance with clause 6 from the date of the cash withdrawal.

9. Default and its consequences

- 9.1 Your credit card account will be in default if:
- (a) you fail to pay any money to us when due, or fail to comply with any of your other obligations under your credit card account;
 - (b) you are jailed or become bankrupt, are wound up or become subject to administration or receivership or any similar thing under any law; or
 - (c) we discover you gave us misleading or untrue information in relation to this credit card contract.
- 9.2 If you default, you must pay to us on demand the outstanding balance of your credit card account and all other money payable under the contract.
- 9.3 If you do not pay the minimum payment for a statement period by the due date, we may elect not to provide any further credit to you until the credit card account is brought up to date and you satisfy any other requirements we impose. We may also suspend your credit card account if we reasonably consider it necessary to prevent fraud or other losses to you or us.
- 9.4 If we suspend your credit card account, you must continue paying the minimum payment amount shown on each statement issued after the suspension. We continue to charge interest, fees, and charges and government charges to your card account until you repay your credit card account in full.
- 9.5 Our rights under this credit card account are unaffected by any delay in exercising those rights or by it giving you any time or other indulgence, except to the extent those rights are waived by law.

10. Indemnity for enforcement and other expenses

- 10.1 Enforcement expenses may become payable by you if you default. To the extent allowed by law, you indemnify us against:
- (a) all enforcement expenses we reasonably incur when exercising our rights if you default under your credit card account; and
 - (b) all expenses, costs and damage incurred by us as a result of you breaching any of your obligations under your credit card account or as a result of any untrue or misleading representation, warranty or statement made by you.

We may debit the amount of any expense, cost or damage referred to above to your credit card account any time after we become liable to pay that amount.

11. Cancellation of card or termination

- 11.1 We may cancel or suspend your card, an additional cardholder's card or your credit card account at any time without notice. A card may not be used after it has been cancelled. You must return the card to us upon cancellation.
- 11.2 If we cancel your credit card account you must repay us any amount outstanding.
- 11.3 You can close your credit card account by:
- (a) telephoning us or writing to us and requesting the credit card account be closed and revoking the authority of all additional card holders; and
 - (b) returning all current cards to us or otherwise destroying them; and
 - (c) paying the whole of the unpaid balance of your credit card account.

12. Changes

- 12.1 Acting reasonably, we may change any term of this contract at any time without your consent including:
- (a) changing the annual percentage rate;
 - (b) changing the method of calculating the minimum monthly payment;
 - (c) changing the frequency of any payment;
 - (d) changing the amount or frequency of payment of any fee or charge;
 - (e) imposing a new fee or charge;
 - (f) reducing (but not increasing) the credit limit;
 - (g) changing the method of calculating or debiting interest; and
 - (h) changing the maximum daily cash withdrawal limit.
- 12.2 We will give you notice of any change in accordance with any requirement of the National Credit Code or any other code or law which may apply. For example, we will give:
- (a) notice of an increase in the annual percentage rate by writing to you or by newspaper advertisement no later than the day on which the increase is to take effect;
 - (b) at least 20 days written notice if we increase charges, change your liability for losses for transactions, or make any other change to the contract which increases your obligations or reduces the time for any payment; or
 - (c) at least 30 days written notice of any change in the manner in which interest is calculated or the frequency with which it is debited; or the imposition of a new fee or charge.

13. Direct Debits

- 13.1 You can, at any time, authorise another person pursuant to a 'Direct Debit Request' or similar periodic authority to debit the credit card account.
- 13.2 To cancel such an authority, you should notify that third party according to any arrangements between you and that third party. You may also notify us.
- 13.3 In some circumstances, if the credit card account number changes, the credit card account is closed, a card is lost, stolen, or cancelled, and you fail to provide alternative payment details (for example, your new account number) to the third party, we may stop processing the debit transactions, and this may cause the third party to stop providing you the goods and services.

14. Access methods - electronic services

- 14.1 Electronic services include access to your account via a card, the internet, telephone, and BPAY. These conditions apply if you are given the use of an electronic service.
- 14.2 You will be given an access code, client number, personal identification number (PIN), and/or a combination of all these. These are called the 'access codes'.
- 14.3 When you use electronic services, your instructions may be carried out if:
- (a) they are permitted by these terms and conditions; and
 - (b) they comply with the directions on how to use these services.
- 14.4 Before processing a transaction, the transaction can be postponed to seek further information from you or from a third party.
- 14.5 When you or anyone authorised by you gives us instructions using the electronic services, those instructions may be unable to be stopped. You are responsible for ensuring that the instructions are correct.
- 14.6 When you transact using electronic services (except telephone access), you will be provided with an electronic receipt.
- 14.7 Subject to any warranties implied by law that cannot be excluded, we are not responsible for, or liable for loss, damage, or interruption arising out of:
- (a) errors, inaccuracies, omissions, interruptions, viruses/defects where you were aware, or should have been aware, that the electronic services or any system or related equipment was malfunctioning, other than the refund of any charges or fees imposed on you as a result of the system being unavailable or malfunctioning;

- (b) delays resulting from failure of the communications network or ancillary equipment outside our control which supports the electronic services;
- (c) reliance on information obtained through use of the electronic services; or
- (d) failure of the electronic services to perform a function in whole or in part.
- (e) If an error, inaccuracy or omission occurs and you advise us in writing, we will endeavour to correct your concern within three business days of notification. If we cannot, we will inform you when we expect to complete the correction.

- 14.8 If our liability for a breach of warranty implied by law cannot be excluded, to the maximum extent allowed by the law and at our option, our liability is limited to:
- (a) the re-supply of the information or services to you (including the correction of any errors in your credit card account); or
 - (b) the payment of the cost of having the information or services re-supplied to you.
- 14.9 Your access to electronic services may be automatically denied after unsuccessful attempts to enter the relevant access codes. If this happens, you must contact us to obtain further access to the electronic services.
- 14.10 Telephone banking access can be used to obtain credit card account balances, transfer funds to and from your linked accounts, and make BPAY payments from your linked accounts.
- 14.11 If a BPAY transaction is made after 6:00pm EST or on a non-business day, the transaction may be processed the following business day subject to the biller's financial institution and processing times. Specific limits may apply to BPAY payments.

15. Information on your credit card account

- 15.1 If we are instructed to do so, we will credit amounts to your credit card account, as soon as practicable after we receive them. Those amounts are then not available until they are cleared (which in some cases, may take up to 5 business days). We are under no obligation to process any transactions, which you make on the day you make them. However, we will endeavour to process transactions (other than BPAY):
- (a) made before 4pm Australian Eastern Standard Time on any business day, on that day;
 - (b) made after 4pm Australian Eastern Standard Time on any business day, on the next business day;
 - (c) made on any day other than a business day on the next business day.

15.2 You agree that any request for a balance or information you make in relation to any account that is regulated by the National Credit Code is not a request under section 36 of that code.

16. Access methods - cards

16.1 We may issue one or more additional credit cards to any person you nominate.

16.2 You or any additional cardholder can:

- (a) operate the credit card account and any account linked to the credit card account in the same way that you can; and
- (b) obtain information about the credit card account and any accounts linked to the credit card.

WARNING: You are responsible to us for the operation by any additional cardholder of the credit card account and any other account linked to the credit card account. You should therefore ensure that each additional cardholder receives a copy of the credit card contract and reads and understands it.

16.3 You may cancel the authority of an additional cardholder by contacting us.

16.4 Your account will be debited with all transactions made by you or any additional cardholder. Therefore, you are responsible for all these transactions as if you had made them yourself.

16.5 Purchasing goods from a merchant.

- (a) We are not responsible if a merchant refuses to accept or honour your card.
- (b) The merchant may charge a different price for goods or services when you pay with card rather than with cash.
- (c) We do not accept any responsibility for the goods or services purchased with your card.
- (d) You should ensure that the correct amount is entered by the merchant into the terminal, or written in the total box on the sales voucher before you authorise the transaction. As your instructions to us to debit your credit card account and pay another person will be regarded as being final and irrecoverable once processed, you must take up with the merchant any disputes regarding incorrect charging.
- (e) You agree that the amounts shown on each sales voucher and withdrawal slip are sufficient evidence of the price of the goods or services to which the voucher or withdrawal slip relates.
- (f) You must not use your card to pay for any illegal purchase.

16.6 Obtaining cash

(a) Individual ATMs may not have money available. An EFTPOS outlet may not accept your card. If an ATM does not return your card, you should contact us.

(b) You may use your card to obtain cash from your credit card account subject to your daily transaction limit, and the specific conditions of the ATM or EFTPOS supplier. When completing a transaction, you must ensure that the details are correct prior to authorisation and you should retain for your records any receipt or voucher issued.

16.7 Transactions outside Australia

(a) Your card can be used overseas via any ATM or bank branch displaying the logo of your card. In these cases, foreign currency amounts will be converted into Australian dollars as at the date they are processed. The amount debited to your credit card account will include currency conversion charges.

(b) Use of an overseas ATM or bank is subject to their terms and conditions.

(c) A fee may be charged when you use your card at an ATM or bank overseas.

16.8 You may not make a deposit into your credit card account at an ATM.

16.9 Your card is only valid during the period stated on the card. You must not attempt to use your card after this date. We may automatically issue a new card to you before the expiry date without notifying you before.

16.10 Replacement cards

You may order a replacement card at any time by contacting us. A fee may apply for issuing the replacement card.

16.11 Lost or stolen cards

You must immediately report a lost or stolen card. Within Australia call 24 hours a day, 7 days a week on **1800 648 027**. Outside Australia, call **+61 2 8299 9101**. You must also advise us of any lost or stolen cards by phone as soon as possible.

17. Security of access codes and client numbers

17.1 It is important to take all reasonable precautions to ensure your PIN and other access codes remain secure and confidential. We will provide you with an access code to use internet or telephone banking. The precautions we require you to take are set out below.

17.2 You must not:

- (a) tell anyone your PIN or access codes, including any member of your family or your attorney;
- (b) let anyone else, whether acting as your agent or not, access our telephone or internet banking using your PIN or access code;

- (c) select an access code or PIN that consists of repeated, ascending or descending numbers, or numbers that are associated with your birth date, or an alphabetic code which is a recognisable part of your name;
- (d) give your credit card or anyone else or let them use it;
- (e) keep a record of any PIN or *access code* (without making a reasonable attempt to protect the security of the PIN or *access code*) on your credit card account or in or on anything you usually carry with your credit card as it could be lost or stolen at the same time as the credit card;
- (f) be careless about protecting the security of the PIN; or
- (g) let anyone else see you entering your PIN at an ATM or EFTPOS terminal.

17.3 As soon as you realise or suspect anyone else knows any of your PIN or *access code*, or your credit card is lost, stolen or used without your permission, contact us immediately.

17.4 If you realise or suspect anyone else knows your *access code* or PIN, we will ask you to select a new *access code* or PIN using our telephone banking or internet (new PINs require us to send you a new credit card). If you don't select a new *access code* or PIN when asked, a stop will be placed on the relevant service until you do so.

17.5 If we know or suspect that anyone else knows your PIN or *access code*, we may place a stop on the relevant service. In that event, you can contact us for a new *access code* or PIN and have the stop removed.

17.6 You must:

- (a) sign your credit card as soon as you receive it; and
- (b) regularly check to make sure you still have your credit card.

17.7 Your PIN will be automatically de-activated after three unsuccessful attempts to enter your PIN. If this happens, we can re-activate your PIN or send you a reminder of your PIN, as long as the credit card is in your possession.

18. Liability

18.1 Clauses 20, 21, 22, 23, 24, 25 and 27 do not apply to a business account. If you hold a business account, you will be liable for all transactions on your account, whether authorised by you or not.

19. When you're not liable

19.1 You're not liable for losses you incur or suffer that:

- (a) you or an additional cardholder did not contribute to, or you or an additional cardholder were not aware of and could not have known about;

- (b) relate to any of your original or reissued codes, identifiers or credit cards that are forged, faulty, expired or cancelled;
- (c) arise from transactions made through our interactive service or with your credit card that require your codes, before you've received your codes or your credit card;
- (d) are caused by the fraudulent or negligent conduct of our employees, agents, those of companies involved in networking arrangements with us, or merchants linked to the electronic funds transfer system or their employees or agents;
- (e) result from the same transaction being incorrectly debited more than once to the same loan account by us;
- (f) result from an unauthorised transaction that occurs after you've notified us that the security of your access code and PIN has been breached or your credit card or security device has been lost, stolen or used without your permission;
- (g) result from an unauthorised transaction if it's clear you haven't contributed to the losses; or
- (h) result from an unauthorised transaction that can be made using an identifier without a credit card or PIN.

20. When you'll have limited liability

20.1 If it's not clear whether you've contributed to the loss caused by an unauthorised transaction that required one or more access code or PIN, the amount of your liability will be limited to the least of:

- (a) \$150;
- (b) the actual loss at the time we're notified that the security of your access code or PIN was breached or your credit card has been lost, stolen or used without your permission (limited by the applicable daily or period transaction limits over the relevant timeframe); and
- (c) the credit limit of the credit card account from which value was transferred in the unauthorised transaction.

21. When you'll be liable

21.1 If we can prove on the balance of probability that you contributed to the loss caused by the unauthorised transaction:

- (a) through your fraud; or
- (b) by failing to comply with the *access code* and PIN security requirements; then you will be liable for any losses you incur as a result of the unauthorised transaction.

21.2 If more than one code is required to perform a transaction and we prove:

- (a) that the security of a code(s) has been breached, but not all of the required codes; and
- (b) we can prove on the balance of probability that a breach of security of the code(s) was more than 50% responsible for the losses when assessed together with all the contributing causes, then you are liable for the actual losses which occur before we are notified of the loss, theft or misuse of your code or credit card or a breach of the code security requirements.

21.3 However, you will not be liable for any loss on any day, or in any period, exceeding any applicable transaction limit for that day or period and you will not be liable for loss in excess of the credit limit of the loan account.

21.4 If you leave your card in an ATM, you will be liable for all losses arising from unauthorised transactions as long as the ATM incorporates reasonable safety standards that lessen the risk of your credit card being left in the ATM (e.g. ATMs that capture cards that aren't removed or which require a user to swipe and then remove a card before commencing the transaction).

22. Liability for unreasonably delaying notification

22.1 If we can prove on the balance of probability that you have contributed to a loss caused by an unauthorised transaction by unreasonably delaying notification that the security of your codes or your card has been compromised after you become aware of the loss, theft or breach, you will be liable to us for the actual losses incurred between:

- (a) the time you first became aware (or should reasonably have become aware) of any of these events; and
- (b) the time we are actually notified of the relevant event, however, you will not be liable for any loss on any day, or in any period which exceeds any applicable transaction limit, for that day or period, and you will not be liable for loss in excess of the credit limit of the loan account.

23. Liability caused by equipment malfunctions

You are not liable for any loss caused by an EFT institution's equipment accepting your transaction but failing to complete the transaction in accordance with your instructions. However, if you were aware, or should have been aware, that the EFT institution's equipment was unavailable or malfunctioning, our responsibility will be limited to:

- (a) correcting errors in the loan account; and
- (b) refunding any charges or fees imposed as a result.

23.2 We're not responsible for:

- (a) errors, inaccuracies, interruptions, viruses or defects due to any system or equipment failing to complete a transaction;

- (b) delays resulting from any network, system or equipment failing to support the interactive service or credit card; or
- (c) any internet banking or telephone banking service or credit card system or equipment failing to complete your transaction instructions.

If we're responsible, our liability is limited to the cost of re-supplying the service.

24. Liability when using your credit card without a PIN

For credit card account transactions that do not need a PIN, you're not liable for any unauthorised transactions unless you have:

- (a) contributed to the losses by letting someone else use your card; or
- (b) unreasonably delaying notifying us of the loss, theft or unauthorised use of your card.

Otherwise, we may hold you liable for all such transactions up to the time you notify us of the loss, theft or unauthorised use of your credit card.

25. Liability for BPAY payments

If a BPAY payment is unauthorised or is made from your credit card account otherwise than in accordance with your instructions, we'll credit your account for the amount of the payment.

25.1 If a BPAY payment is fraudulently induced by someone involved in the BPAY scheme, then that person should refund you that payment.

If that person doesn't refund the payment you have to bear the loss. That is unless some other person in the BPAY scheme:

- (a) knew of the fraud; or
- (b) would have detected it with reasonable diligence.

In this case that person must refund you the payment.

25.2 We are not liable for any indirect loss or damage you may suffer as a result of using the BPAY scheme, unless we:

- (a) acted negligently; or
- (b) breached any condition or warranty in regard to the supply of goods and services, which can't be excluded or limited under law.

25.3 You indemnify us against any loss or damage we may suffer due to any action of any kind brought against us because you:

- (a) didn't observe any of your obligations; or
- (b) acted negligently or fraudulently in regard to these Terms and Conditions.

26. Mistaken Internet Payments

- 26.1 A mistaken internet payment occurs when you make a transfer of money by internet banking, and that money goes to an unintended recipient because:
- (a) you entered the destination account details incorrectly; or
 - (b) you are not provided with the correct destination account details.
- 26.2 Report within 10 business days of making the payment:** if there are sufficient credit funds available in the account of the unintended recipient and both we and the other financial institution (which holds the account to which the reported mistaken payment was made) are satisfied that a mistaken internet payment occurred, then the other financial institution must return the funds to us within 5 to 10 business days of receiving our request. We will then return the funds to your account as soon as practicable.
- 26.3 Report between 10 business days and 7 months of making the payment:** if there are sufficient credit funds available in the account of the unintended recipient and we are satisfied that a mistaken internet payment occurred, we'll ask the other financial institution to investigate (which must be completed within 10 business days of receiving our request). If, after the investigation is completed, the other financial institution is satisfied that a mistaken payment occurred, it must prevent the unintended recipient from withdrawing the funds mistakenly paid for a further 10 business days. The other financial institution must notify the unintended recipient that the funds will be withdrawn from their account unless they can establish that they're entitled to the funds within this 10 business day period. If the unintended recipient doesn't establish that they're entitled to the funds within this timeframe, the other financial institution must return the funds to us within a further 2 business days. We will then return the funds to your account as soon as practicable.
- 26.4 Report after 7 months of making the payment:** if there are sufficient funds available in the account of the unintended recipient and both we and the other financial institution are satisfied that a mistaken internet payment was made, the other financial institution must seek the consent of the unintended recipient to return the funds mistakenly paid. If the unintended recipient consents, the other financial institution must return the funds to us. We will then return the funds to your account as soon as practicable.
- 26.5 Report at any time but other financial institution not satisfied that a mistaken internet payment was made:** if we are satisfied that a mistaken internet payment occurred, but the other financial institution is not satisfied, but there are sufficient credit funds available in the account of the unintended recipient, the other financial institution may seek the consent of the unintended recipient to return the funds.

If the unintended recipient consents, the other financial institution must return the funds to us. We will then return the funds to your account as soon as practicable.

- 26.6 Report at any time but insufficient credit funds:** if there aren't sufficient credit funds available in the account of the unintended recipient to the full value of the mistaken payment - yet both we and the other financial institution are satisfied that a mistaken internet payment was made - the other financial institution must use reasonable endeavours to retrieve the funds from the unintended recipient (e.g. by facilitating repayments in instalments).
- 26.7 Report at any time but we are not satisfied that a mistaken internet payment occurred:** we are not required to take any further action, but may ask the other financial institution to investigate. You are liable for the loss arising from the mistaken internet payment.
- 26.8 In all instances, we will advise you of the outcome of a reported mistaken internet payment in writing within 30 business days of the day on which the report was made.
- ## 27. General matters
- 27.1 A certificate signed by or on behalf of us as to an amount payable to us is conclusive and binding on you.
- 27.2 We will send you a statement of account each month where there is any financial activity or a balance outstanding on the account. In all cases we will send you a statement of account at least every 6 months.
- 27.3 We may automatically issue you and any additional cardholder with a replacement card whenever the current card expires at our discretion. The use of any replacement card is subject to this credit card contract.
- 27.4 Our rights under this credit card contract are unaffected by any delay in exercising them, by us giving you any time or other indulgence, or by the acceptance of monies from you after you default.
- 27.5 We may assign, novate or otherwise deal with our rights and obligations under this credit card account in any way we wish. We may disclose personal and credit information about you in connection with any such dealing. You must sign anything and do anything we reasonably require to enable any dealing with this credit card account. Of course, any dealing with our rights does not change your obligations under this credit card account in any way. You cannot assign or otherwise deal with your rights or obligations under this contract.
- 27.6 To the extent that this contract is regulated under consumer legislation (e.g. the National Credit Code), any provisions which do not comply with that legislation have no effect, and to the extent necessary, this contract is to be read so it does not impose obligations prohibited by that legislation.

27.7 You agree that each of you can bind each other. For example, any one of you can authorise a redraw or any other activity in respect of your credit card account. Each other borrower will be liable even though they did not know about or did not agree to the transaction.

WARNING. This means that each one of you can be required to pay the whole amount even though you may have some other arrangement among yourselves or not all of you benefit equally.

27.8 References to a person include companies and trusts and any other kind of body. Singular words include plural words and vice versa.