

Terms & conditions

for VISA Debit Cards

CARD TELEPHONE NUMBERS:

General: 1300 888 700

If calling from overseas: + 612 8262 9000

Cards: 1300 888 730

If calling from overseas: + 612 8262 9102



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Terms and Conditions for VISA Debit Cards

The VISA Debit Card Terms and Conditions form part of the Product Disclosure Statement (PDS) and govern the use of your Laiki Bank Visa Debit Card Account. If you do not have all parts of the PDS, please contact Laiki Bank on **1300 888 700** to arrange for them to be sent to you. These documents can also be obtained in any of our branches or from our website: www.laiki.com.au.

These Terms and Conditions must be read together with the Laiki Bank Fees and Charges PDS, the Deposit, Savings and Transaction PDS and where applicable, any other Terms and Conditions or PDS relating to your banking product or service. Where there is an inconsistency between any of these Terms and Conditions, the provisions of the Laiki Bank Visa Debit Terms and Conditions will apply.

Cards- Emergency Telephone Numbers

IMPORTANT: If your card and/or PIN is lost, stolen, misused or your PIN has become known to someone else, you MUST notify Laiki Bank Australia (LBA) immediately and give LBA any information about the way in which the card and/or pin was lost, stolen or misused. The best way is to contact LBA via telephone immediately on 1300 888 730.

If you are overseas please call the Card Help Desk on +61 2 8262 9102.

If you do not notify the Bank immediately, you may be liable for any resulting loss as set out in these Terms and conditions,

What these Terms & Conditions mean for YOU

These Terms and Conditions comply with the EFT Code and apply to the use of:

- Card transactions using a PIN; and
- Card transactions requiring a manual signature.

The card is offered to you subject to the terms and conditions herein contained and to such other terms and conditions, Privacy Statement, security notices, disclaimers and any other rules of use disclosed in writing.



NOTE: These Terms and Conditions become binding as soon as we have supplied them to you (or any other user), and you (or that other user) accept the Card and PIN. Your first use of a Card and/or PIN will be taken as your agreement to comply with these terms and conditions.

It is important that you read and understand these Terms and Conditions.

NOTE: Any advice contained in these Terms and Conditions do not take into account your personal objectives, needs or financial situation. You must consider whether any advice is appropriate to your circumstances before acting upon it.

1. Information regarding your VISA Debit Card

1.1 You must:-

- a) sign your Card without delay upon receiving it;**
- b) make sure that your Card is still in your custody by checking regularly (even if you have not used your Card for a while);**
- c) carry your Card at all possible times and keep it in secure and safe place.**

1.2 You may apply to have a person authorised to transact on your account with a card. Approval is at our discretion and all liability for transactions made on the account are your responsibility.

1.3 You are responsible for the safe storage and security of any Card issued to any User.

NOTE: If you lose your card overseas, LBA cannot issue you with a replacement card until you return to Australia.

2. Safeguarding your PIN

2.1 Correct methods of keeping your PIN secure are:

- a) The PIN should be memorised as soon as the letter containing the PIN is received. Thereafter the letter should be destroyed.
- b) Do not inform anyone of your PIN or allow any



one to find out what your PIN is - this includes friends and family;

- c) Do not keep your Card and PIN or PINs together;
- d) Do not let anyone view you entering your PIN, as by ensuring that there are no security cameras, mirrors or any other means of observing you entering your PIN entry, and making every attempt to protect it;
- e) be ready to make the transaction when you approach the ATM;
- f) Do not leave anything behind at an ATM or merchant outlet after a transaction is complete that could reveal your PIN.

2.2 **Incorrect methods of keeping your PIN secure are:**

- a) recording the PIN by reversing the number sequence;
- b) recording the PIN as a telephone number where no other telephone numbers have been written down;
- c) recording the PIN as a series of words or numbers with the PIN being marked or circled in such a way to indicate it;
- d) recording the PIN as any date (eg 20/3/95) or a date of birth, a postcode or a telephone number;
- e) recording the PIN in an easily understood PIN such as A=1, B=2, C=3, etc.
- f) recording your PIN or the disguised record on a Card.
- g) voluntarily disclosing your PIN to anyone (including a family member or friend);
- h) you indicating your PIN on the outside of the Card or keeping a record of the PIN on an article carried with the Card;
- i) unreasonably delaying to inform us that a Card has been misused, lost or stolen or that the security of the code has been breached.

2.3 Never keep the PIN record and the Card in a location where a thief could get hold of both the Card and the disguised PIN. You must keep PIN records separate and well apart from your Card and you must make certain that Cards and PINs are never kept together, such as:

- a) storing your Card and PIN in the same item/object which itself can be lost or stolen (for example in the same briefcase, folder, wallet, bag or purse); or
- b) in the same car; or



- c) at home in the same item of furniture, eg different drawers of the same office table; or
- d) in any other situation where a Card could be reasonably thought as to be not separate and well apart from a PINs record.

3. Your liability in case the VISA Debit Card is Lost/Stolen or in case of unauthorised use.

- 3.1 You are liable for any loss arising out of any transaction (authorised or unauthorised) that requires a manual signature authorisation after you have lost your Card but before we are informed that the Card has been misused, lost or stolen. You are also liable where you have failed to meet the obligations in clause 1.2, clause 2 and clause 4.4 and 4.5. (You acknowledge as a custodian that it is your responsibility to safeguard your card and report loss immediately. The fact that you were unaware that your card was lost or stolen does not absolve you from liability before we are informed).
- 3.2 You are liable for any loss if the security of the PIN has been breached, as per the obligations set out in clauses 2.1 and 2.2 above: “Safeguarding your PIN”, or if the security of the Card has been breached as a result of non-compliance with the obligations set out in clauses 1.2, 4.4 and 4.5 below.
- 3.3 Where the PIN was required to perform the unauthorised transaction and no other clause applies, you will be liable for the least of:
 - a) \$150; or
 - b) the balance of your linked account; or
 - c) the actual loss at the time we are notified (where relevant) that the Card has been misused, lost or stolen or that the security of the PIN has been breached (excluding that portion of the losses incurred on any day which exceed any applicable daily transaction limit(s)).
- 3.4 You are **NOT** liable for any loss arising out of a lost, stolen, misused card when:
 - a) The transaction happens after you have advised us, in accordance with these Terms and Conditions, that Card has been misused, lost or stolen or that the security of the PIN has been



- breached; or
- b) the transaction happens before any user received their Card or PIN, or replacement Card or PIN, and the transaction required the use of any such Card or PIN; or
 - c) the loss relates to a Card or any component of a Card being forged, faulty, expired or cancelled; or
 - d) the loss is caused by either fraudulent or negligent conduct of any of our staff or agents or an act of the staff or agents of any person or company involved in the EFT network; or
 - e) the same transaction has been incorrectly debited more than once to your account.
 - f) that portion of the losses incurred on any one day which exceed the applicable daily transaction limit(s);
 - g) that portion of the losses incurred in a period which exceeds any other periodic transaction limit(s) applicable to that period;
 - h) that portion of the total losses incurred on any account which exceeds the balance of that account (including any prearranged credit);
 - i) all losses incurred on any accounts which we had not agreed with you could be accessed using your Card.
- 3.5 Despite notifying us of your Card being lost, stolen or misplaced, you remain liable for any purchase or cash withdrawal made by any User.

4. Your Visa Debit Card

- 4.1 A Visa Debit Card is not available to persons under the age of 18.
- Note:** The parent or guardian of a minor, between 16-18 years of age, may apply for Laiki Visa Debit Card for the minor (as an additional cardholder to an account held in the parent or guardians's name). The account holder is responsible to Laiki Bank for the operation of the Laiki Visa Debit Card by the additional cardholder. LBA does not impose any joint or several liability on the minor as an additional Laiki Visa Debit cardholder. Where an authorised minor (as an additional cardholder) does not comply with these terms and conditions the account holder will be liable to Laiki Bank.
- 4.2 The Card remains the property of the Bank.
- 4.3 The issue of a Card is for use on your Laiki Bank Visa Debit Card Account.



- 4.4 You must sign your Card as soon as you receive it.
- 4.5 You must not authorise or allow any other person to use your Card.
- 4.6 Any new Card issued to you will be subject to these Terms and Conditions.
- 4.7 **Use of your Card and/or Account through an electronic banking facility is subject to the Terms and Conditions of the electronic banking facility and where there is a discrepancy or conflict these Terms and Conditions and the electronic banking facility Terms and Conditions, the electronic banking facility Terms and Conditions apply.**
- 4.8 **Your Account will be debited and you agree to pay to the Bank:**
 - (a) **Each purchase made with your Card;**
 - (b) **Each cash withdrawal; and**
 - (c) **Any applicable fees and charges payable under these Terms and Conditions and the Laiki Bank Fees and Charges PDS.**

5. The Bank's rights in regards to your VISA Debit Card

- 5.1 We may debit the account linked by you with any charges for the issue, use, renewal or replacement of a Card and PIN (as well as any activity or general fees and charges applying to the account). Please refer to the Fees and Charges PDS.
- 5.2 Any other of your accounts with us may be debited if there are insufficient funds in your chosen account.
- 5.3 We reserve the right to cancel any card issued on your account at any time without notice to you for any reason we may see fit. We will endeavour to notify you at the earliest possible time after this action has been performed. This action may be performed for reasons including but not limiting:
 - (a) We reasonably consider that your card was received in a fraudulent manner.
 - (b) We believe, through the use of the card that you or the bank may be incurring a loss.
 - (c) All accounts the card may be linked to are inactive or have been closed.
- 5.4 When the bank gives you notice of cancellation of the Card you must destroy or return the Card to the Bank.
- 5.5 The Bank, at any time and at its absolute discretion, may refuse to receive and execute any instructions and/or provide any information and/or provide any



service to the you.

- 5.6 We will also take all reasonable steps to ensure that the account information that we supply to you through electronic equipment is correct and updated regularly, however the bank will not be responsible for any loss suffered by the accountholder where information is inaccurate.
- 5.7 **Use of your Card in accordance with clause 9.8 may result in the use of your Card being temporarily blocked.**
- 5.8 **The Bank will debit your Account with fees applicable to the Card and other fees and charges as they are detailed in the Laiki Bank Fees and Charges PDS.**

6. Your rights in regards to your Visa Debit Card

- 6.1 You will not be liable for any loss resulting from an unauthorised transaction where:
- (i) Where the loss arises from an unprocessed or incorrectly processed transaction due to our system or equipment malfunctioning; or
 - (ii) Any circumstance set out in clause 3.4 above.
- 6.2 (i) You may cancel your Card at any time in writing or in person or by calling 1300 888 700; and
- (ii) You will remain liable for any transaction using your Card or Account details prior to the Account being closed - this may include the period whilst waiting for previous transactions to clear.

7. Fees and Charges

- 7.1 These Terms and Conditions must be read together with the Fees and Charges PDS which sets out the applicable fees and charges relating to the Account. This includes items such as:
- (i) Application fees and charges;
 - (ii) Method of calculation of interest;
 - (iii) Frequency of when interest will be credited;
 - (iv) When liability for fees and charges will arise; and
 - (v) Events giving rise to liability for fees and charges.
- 7.2 Information on current interest rates and standard fees and charges applicable to the Account are available on request.

8. Daily Transaction limits on your VISA Debit Card

- 8.1 Unless you have made arrangements with us for an



increased limit, your limits per card are as follows:

- **ATM withdrawal limit of AUD\$1,000; and**
- **Daily purchase limit of AUD\$3,000.**

This means you can use your LBA Card to withdraw a combined total of AUD\$4,000 per day from the account to which it is linked, provided your account contains sufficient funds.

NOTE: In the event of a system failure, this daily withdrawal may be reduced or restricted.

9. Using an access method to purchase goods and services

- 9.1 All purchases and cash withdrawals made through the Card are limited to the available balance of your Account.
- 9.2 We do not take responsibility for any merchant or terminal that rejects the use of the card, or imposes restrictions on the card in addition to those stated in these Terms & Conditions.
- 9.3 You must check that the correct amounts are entered in the electronic equipment before you authorise the transaction.
- 9.4 You agree that the amount shown on a sales voucher is sufficient evidence of the purchase
- 9.5 You must resolve any disputes with the retailer about incorrect charging or supply of goods and services.
- 9.6 You agree that a Card transaction is an unchangeable authorisation by you to the Bank to process the transaction and cannot be changed, altered or stopped.
- 9.7 Any authorised periodical debits made to your Card must be cancelled by you directly contacting the merchant.
- 9.8 You must not use your Card for any unlawful purpose.

10. Obtaining Account Information

- 10.1 You can obtain account information by visiting any of our branches in Australia.
- 10.2 We will give you statements at least every 6 months for any accounts, which you have accessed through electronic equipment. Statements are also available on request. (Fees Apply)
- 10.3 All transaction records issued by the electronic equipment should be retained to allow you to verify statement entries. All entries should be confirmed for accuracy once you receive your statement.



- 10.4 If you need to dispute any transaction appearing on your statement you must do so immediately.
- 10.5 The date that appears on the transaction record may vary from the date that appears on your account statement. This occurs because transactions completed on a specific day may be held over to be processed on the next business day.
- 10.6 Where both joint Accountholders live at the same address, you agree that only one statement for that account will be sent to that address.

11. Authorised Users

- 11.1 The Accountholder irrevocably authorises the Bank to accept any instructions by the User.
- 11.2 You hereby declare, accept and warrant that you are liable for any transaction by a User unless notice has been given to the Bank in writing, in person, or by telephone on 1300 888 730.
- 11.3 Any transaction effected by an Authorised User will be treated as a transaction which is authorised by the Accountholder irrespective of whether the Accountholder consented to the transaction.

12. Disputed Transactions

- 12.1 You must notify us of any disputed transaction immediately including:
 - (i) an unauthorised transaction; or
 - (ii) a general transaction which you wish to dispute.
- 12.2 Chargeback rights are set by the Visa Card Scheme and may apply where the “credit” option is used when a transaction is made at an EFTPOS terminal. This is a dispute resolution process set by the Visa Card Scheme. The Bank’s ability to investigate a disputed transaction on your Card and claim a refund in connection with it is restricted by the time limits imposed under the Visa Card Scheme Operation Rule.
- 12.3 While your dispute is being investigated by the Bank, the amount of the transaction in dispute will be withheld against your Card until the dispute is resolved.
- 12.4 Where it can be shown that you have unreasonably delayed in reporting any disputed transaction to the Bank for which a chargeback right exists you will be liable for the loss on that transaction.



12.5 Where the EFT Code applies to a disputed transaction, clause 12.4 may not apply where certain circumstances are met and any timeframes set by the EFT Code will apply. The timeframe for disputing these transactions is covered by the EFT Code.

13. When you need to Cancel or Block an Additional User's Card and/or access

- 13.1 If you wish to cancel a Card issued to an additional user you must visit one of our branches and destroy the additional Card. Alternatively, you may place a temporary block on the other user's Card that will restrict their access to your account.
- 13.2 However, unless the other user's Card is destroyed, the cancellation or block will not be fully effective. If any transactions are made by that other user with the Card you will be held liable.
- 13.3 If the accountholder wishes to withdraw or restrict the services offered by Laiki Bank to an additional user, the accountholder must give written instructions to the bank.

14. Notice of Variations to the Terms and Conditions

- 14.1 We may vary these Terms and Conditions at any time.
- 14.2 We must give you at least 30 days prior written notice for changes such as:
- i) Imposing fees or charges or increasing any current fees or charges relating solely to the use of a Card or PIN, or to the issue of an additional or replacement Card or PIN.
 - ii) Changes to the calculation of interest.
- 14.2 We must give you at least 20 days prior to written notice for changes such as:
- i) Increases to your liability for losses relating to transactions using a Card or PIN (subject to the limits set out previously in these Terms and Conditions).
 - ii) Imposing, removing or adjusting any transaction limits applying to your Card or PIN.
- 14.3 You will be notified of other variations by us placing a notice in press advertisements or posting bulletins on the website, or by writing to you, in advance of the day on which the change comes into effect.
- 14.4 If there are many important changes we will issue a



new Terms and Conditions PDS incorporating all the variations made.

- 14.5 Exceptions: Advance Notice is not required if:
- i) a change is needed in an emergency to restore or maintain the security of our electronic banking systems or of individual accounts;
 - ii) Where you cannot reasonably be located or you have engaged in the transaction or procured the service anonymously; or
 - iii) the introduction of a government charge payable directly or indirectly by you has been published by a government agency or representative body.

15. **Complaint Resolution & Investigation**

15.1 If you believe that an error has occurred please contact us in any of the following ways:

- Phone: 1300 888 700 between 9.00am - 5.00pm Monday to Friday
- Fax: + 61 2 9283 7723
- Mail: Laiki Bank (Australia) Ltd
GPO Box 4288
SYDNEY NSW 2001

15.2 Further information regarding the Complaints process can be found in the **Complaints Policy PDS**, which can be found at any Laiki Branch or mailed out to you upon request by you to any of our branches.

15.3 Despite notifying the Bank of a disputed transaction you remain liable for any cash withdrawal or purchase made by using your Card.

16. **Privacy** Policy with the National Privacy Principles in the Privacy Act 1988 (Cth). Further information on our Privacy Policy, which sets out our policies regarding the management of personal information, is available in our Deposit, Savings & Transaction Accounts PDS and online at www.laiki.com.au.

17. **Governing Law**

The Terms and Conditions and the transactions covered by these Terms and Conditions are governed by the law in force in New South Wales and you agree to submit to the non-exclusive jurisdiction of these courts.



Definition Of Words

(The reference in this document to the singular includes the plural and vice versa).

ATM

means Automatic Teller Machine

Account Access Service

means a service for the purposes of:

- i) the user providing a PIN/s to a service provider to enable the service provider or another person to access accounts
- ii) the user storing or recording a PIN/s in a manner required by the service provider to facilitate access to an account.

Access Method

means a method Laiki Bank makes available to users, for them to give us instructions.

Account

means the account held with the Bank and/or to be held with the Bank in the name of the Account Holder which pursuant to the application and/or to a notification by the Account Holder to the Bank from time to time, shall be connected through the international network known as "Internet" and/or telephone lines and/or radio signals and/or television signals and /or through electronic and/or other connections as shall be determined by the Bank from time to time, with the Laiki eBank and for any account that Laiki eBank is available.

Accountholder

means the person who has signed the present application which has been accepted by the Bank for the use, by you, of the services offered by Laiki eBank from time to time.

Authorised User

means the person authorised by the Account Holder to use any of the services offered on the Laiki Bank VISA Debit Card.

EFT account

means an account maintained by us which belongs to an identifiable accountholder who is a customer of ours and from or to which we permit a user to initiate an EFT transaction.

**EFT Code**

means the Electronic Funds Transfer Code of Conduct dated 1 April 2002

EFT transaction

means a transfer of funds from or to an EFT account made by a person through electronic equipment using a Card and PIN in combination or a Card and signature in combination

EFTPOS

means Electronic Funds Transfer at Point Of Sale. This retail facility allows you to debit the cost of your purchases to selected LBA accounts.

PIN

means a Personal Identification Number used in conjunction with a Card which:

- is known to a user and is intended to be known only to the user or only to the user and us;
- we require the user to keep secret; and
- the user must provide (in any manner which we approve) to or through electronic equipment in order to access an EFT account.

Transaction

means an EFT transaction, or a transaction processed with a manual signature.

User

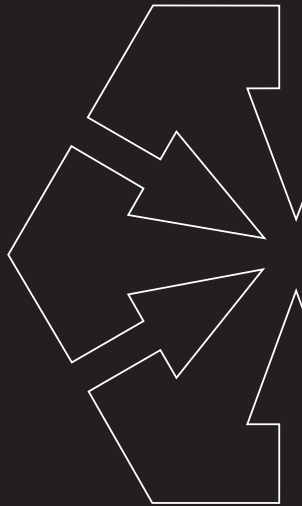
means the Account Holder and/or Authorised User and/or Designated User.

We, Us, Our and the Bank

means Laiki Bank (Australia) Limited ABN 44 093 488 629 (AFSL 243444), its subsidiaries, successors and/or assigns, or belonging to Laiki Bank (Australia) Limited ABN 44 093 488 629 (ASFL 243444), its subsidiaries, successors and/or assigns.

You and Your

means the accountholder and/or the User



Call us on 1300 888 700

Visit our website
www.laiki.com.au

Email us at lba_info@laiki.com

Laiki Bank Australia Limited

ABN 44 093 488 629 AFSL 243 444

effective 02/2010



LAIKI BANK