

"**Credit Union**" means your credit union with which your Linked Account is held.

"**Day**" means a 24-hour period commencing on midnight in Sydney Eastern Standard Time or Eastern Summer Time, as the case may be.

"**EFT System**" means the shared system under which EFT Transactions are processed.

"**EFT Terminal**" means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of your Credit Union or any third party for use with a Redicard and PIN to conduct an EFT Transaction and includes, but is not limited to, an automatic teller machine or point of sale terminal.

"**EFT Transaction**" means an electronic funds transfer instructed by you or your Nominee through Electronic Equipment using a Redicard and PIN but not requiring a manual signature.

"**Electronic Equipment**" includes, but is not limited to, a computer, television, telephone and an EFT Terminal.

"**Linked Account**" means your account(s) which you link to a Redicard, and includes any overdraft or line of credit which you may attach to your Linked Account.

"**Merchant**" means a retailer or any other provider of goods or services.

"**Nominee**" means any person nominated by you to whom your Credit Union has issued an additional Redicard to access your Linked Account(s).

"**PIN**" means the personal identification number issued to you or a Nominee by your Credit Union for use with a Redicard when giving an instruction through Electronic Equipment.

"**Redicard**" means the Redicard card issued to you or a Nominee by the Credit Union.

f. Unless otherwise required by the context, a singular word/includes the plural and vice versa.

2. CODES OF CONDUCT

a. Your Credit Union warrants that it will comply with the requirements of the Electronic Funds Transfer Code of Conduct where that code applies.

b. The relevant provisions of the Credit Union Code of Practice apply to these Conditions of Use.

3. HOW TO REPORT LOSS, THEFT OR UNAUTHORISED USE OF THE REDICARD OR PIN

a. If you or your Nominee believe the Redicard has been misused, lost or stolen or the PIN has become known to someone else, you or your Nominee must immediately contact your Credit Union during business hours or the REDICARD HOTLINE at any time on its emergency number detailed in the box below. You or your Nominee must provide the following information when making such notification to your Credit Union or the REDICARD HOTLINE:

- (1) the Redicard number;
 - (2) the name of your Credit Union; and
 - (3) any other personal information you or your Nominee is asked to provide to assist in identifying you and the Redicard.
- b. The REDICARD HOTLINE or your Credit Union will acknowledge the notification by giving a reference number. Please retain this number as evidence of the date and time of contacting your Credit Union or the REDICARD HOTLINE.
- c. When contacting the REDICARD HOTLINE, you or your Nominee should confirm the loss or theft as soon as possible at your Credit Union's office.
- d. The REDICARD HOTLINE is available 24 hours a day, 7 days a week.
- e. If the REDICARD HOTLINE is not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to your Credit Union as soon as possible during business hours. Your Credit Union will be liable for any losses arising because the REDICARD HOTLINE is not operating at the time of attempted notification, provided that the loss, theft or

unauthorised use is reported to your Credit Union as soon as possible during business hours.

REDICARD HOTLINE

Australia wide toll free

1800 224 004

Sydney Metropolitan Area

9959 7480

4. SIGNING THE REDICARD

You agree to sign the Redicard immediately upon receiving it and before using it as a means of preventing fraudulent or unauthorised use of the Redicard. You must ensure that your Nominee signs the Redicard issued to them immediately upon receiving it and before using it.

5. PROTECTING THE PIN

a. Your Credit Union will provide a PIN to use the Redicard with Electronic Equipment. You agree to protect the PIN as a means of preventing fraudulent or unauthorised use of the Redicard.

b. You must not tell or show the PIN to another person or allow it to be seen by another person, including your family and friends.

c. If you change the PIN, you must not select a PIN that represents your birth date or a recognisable part of your name. If you do use an obvious PIN such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to your Credit Union that the PIN has been misused or has become known to someone else.

d. You must not record the PIN on the Redicard or keep a record of the PIN on anything which is kept with or near the Redicard unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record.

6. USING THE REDICARD

a. Your Credit Union will advise you from time to time:

- (1) what EFT Transactions may be performed using the Redicard; and
 - (2) what EFT Terminals of other financial institutions may be used.
- Your Credit Union does not warrant that Merchants or EFT Terminals displaying Redicard signs or promotional material will accept the Redicard. Your Credit Union does not accept any responsibility should a Merchant or EFT Terminal displaying Redicard signs or promotional material refuse to accept, or honour a Redicard, or should a Merchant or other financial institution impose additional restrictions on the use of the Redicard.

b. The Redicard may only be used to perform transactions on your Linked Account(s). Your Credit Union will advise you of:

- (1) the accounts which you may link to the Redicard; and
- (2) any credit facility which you may link to your Linked Account(s).

c. Your Credit Union will debit your Linked Account(s) with the value of all withdrawal EFT Transactions and credit your account with the value of all deposit EFT Transactions.

d. If a Linked Account is in the name of more than one person, then each party to that account will be jointly and severally liable for all EFT transactions on that account.

e. Transactions will not necessarily be processed to your Linked Account on the same Day.

f. You will continue to be liable to your Credit Union for the value of any EFT Transaction occurring after you have closed your Linked Account(s) or after you have resigned from membership of your Credit Union.

7. ADDITIONAL CARBS

a. You may authorise your Credit Union, if it agrees, to issue an additional Redicard to your Nominee provided this person is over the age of 18 (unless your Credit Union agrees to a younger age).

b. You will be liable for all transactions carried out by your Nominee on the Redicard.

c. Your Credit Union will give each Nominee a PIN.

d. Your Nominee's use of the Redicard and PIN is governed by the Conditions of Use.

e. You must ensure that each Nominee protects their Redicard and PIN in the same way as these Conditions of Use require you to protect your Redicard and PIN.

8. WITHDRAWAL AND TRANSACTION LIMITS

a. You agree that the Redicard will NOT be used to:

- (1) overdraw any of your Linked Account(s); or
- (2) exceed the unused portion of your credit limit under any pre-arranged credit facility such as a line of credit or overdraft linked to your Linked Account(s).

b. If clause 8(a) is breached, your Credit Union may:

- (1) dis honour any payment instruction given; and
 - (2) charge you an administrative fee as advised to you from time to time.
- c. Your Credit Union may limit the amount of an EFT Transaction and will advise you of any such daily or periodic transaction limits at the time of your application for a Redicard. Your Credit Union may vary the transaction limit from time to time and will advise you of such a change.

d. You acknowledge that third party organisations including Merchants or other financial institutions may impose additional restrictions on the amount of funds that may be withdrawn, paid or transferred.

9. AUTHORISATIONS

a. You acknowledge and agree that:

- a. your Credit Union has the right to deny authorisation for any EFT Transaction for any reason; and
- b. your Credit Union will not be liable to you or any other person for any loss or damage which you or such other person may suffer as a result of such refusal.

10. DEPOSITS AT EFT TERMINALS

a. Any deposit you make at an EFT Terminal will not be available for you to draw against until your deposit has been verified by the EFT Terminal and accepted by your Credit Union.

b. Cheques will not be available to draw against until cleared.

c. Your deposit is accepted once your Credit Union has certified it in the following way:

- (1) your deposit envelope will be opened in the presence of any two persons authorised by your Credit Union;
- (2) should the amount you record differ from the amount counted in the envelope, your Credit Union may correct your record to the amount counted;
- (3) your Credit Union's count is conclusive in the absence of manifest error or fraud;
- (4) your Credit Union will notify you of any correction.

d. If the amount recorded by the EFT Terminal as having been deposited should differ from the amount counted in the envelope by your Credit Union, your Credit Union will notify you of the difference as soon as possible and will advise you of the actual amount which has been credited to your Linked Account.

e. Your Credit Union is responsible for the security of your deposit after you have completed the transaction at the EFT Terminal (subject to the Credit Union's verification of the amount you deposit).

11. YOUR LIABILITY IN CASE THE REDICARD IS LOST OR STOLEN OR IN CASE OF UNAUTHORISED USE

a. You are liable for all losses caused by unauthorised EFT Transactions unless any of the circumstances specified in paragraph b below apply.

- b. You are not liable for losses:
 - (1) where it is clear that you and your Nominee have not contributed to the loss;
 - (2) that are caused by the fraudulent or negligent conduct of employees or agents of the Credit Union;
 - any organisation involved in the provision of the EFT System; or

- any Merchant; relating to a forged, faulty, expired or cancelled Redicard or PIN;
- (3) that are caused by the same transaction being incorrectly debited more than once to the same account;
- (4) resulting from unauthorised use of the Redicard or PIN;

(1) in relation to an EFT Transaction which does not require a PIN authorisation, before receipt of the Redicard;

(2) in relation to an EFT Transaction which requires PIN authorisation, before receipt of the PIN; or

(3) in either case, after notification to your Credit Union or the REDICARD HOTLINE in accordance with clause 3 that the Redicard is being used without authority, that it has been lost or stolen, or that PIN security has been breached.

c. You will be liable for any loss of funds arising from any unauthorised EFT Transaction using the Redicard or PIN if the loss occurs before notification to your Credit Union or the REDICARD HOTLINE that the Redicard has been misused, lost or stolen or the PIN has become known to someone else and if your Credit Union proves, on the balance of probabilities, that you or your Nominee contributed to the loss through:

- (1) fraud, failure to look after and keep the PIN secure in accordance with clauses 5(b), (c) or (d), or extreme carelessness in failing to protect the security of the PIN; or
- (2) unreasonably delaying in notifying your Credit Union or the REDICARD HOTLINE of the misuse, loss or theft of the Redicard or of the PIN becoming known to someone else and the loss occurs between the time you or your Nominee did, or reasonably should have, become aware of these matters and the time of notification to your Credit Union or the REDICARD HOTLINE.

However, you will not be liable for:

- (A) the portion of the loss that exceeds any applicable daily or periodic transaction limits on your Linked Account(s);
- (B) the portion of the loss on any Linked Account which exceeds the balance of that Linked Account (including any prearranged credit); or
- (C) all losses incurred on any account which you had not agreed with your Credit Union could be accessed using the Redicard and PIN.

d. Where a PIN was required to perform the unauthorised EFT Transaction and clause 11(c) does not apply, your liability for any loss of funds arising from an unauthorised EFT Transaction using the Redicard, if the loss occurs before notification to your Credit Union or the REDICARD HOTLINE that the Redicard has been misused, lost or stolen or the PIN has become known to someone else, is the lesser of:

- (1) \$150;
- (2) the actual loss at the time of notification to your Credit Union or the REDICARD HOTLINE of the misuse, loss or theft of the Redicard, or of the PIN becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Redicard or your Linked Account); or
- (3) the balance of your Linked Account, including any prearranged credit.

e. If, in cases not involving EFT Transactions, the Redicard and PIN are used without authority, you are liable for that use before notification to your Credit Union or the REDICARD HOTLINE of the unauthorised use, up to your current daily withdrawal limit.

f. Notwithstanding any of the above provisions, your liability will not exceed your liability under the provisions of the Electronic Funds Transfer Code of Conduct, where that code applies.

12. STEPS YOU MUST TAKE TO RESOLVE ERRORS OR DISPUTED EFT TRANSACTIONS

a. If you believe an EFT Transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors, immediately notify your Credit Union. Your Credit Union is solely responsible for resolving your complaint. Later, but as soon as you can, you must give your Credit Union the following information: