Guide to Heritage Credit Card Products

This document discloses the terms and conditions which apply under your credit contract if you hold a credit card product with Heritage.

Heritage Bank

People first.

Talk to us today.

Effective 16 September 2026

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® Registered to BPAY Pty Ltd ABN 69 079 137 518

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Introduction

Welcome to Heritage Bank

At Heritage Bank, our motto is putting *People first.*

Part of this is giving you clear information to help you choose which of our credit card products is best for you and to understand the terms and conditions and fees and charges that apply.

About this Guide

This Guide sets out terms and conditions which apply under your credit contract if you have a credit card product with Heritage.

The **Glossary** section explains the meanings of some words and phrases we use in this Guide.

The **Information statement** section applies to you only if your credit contract is for a personal Visa account.

This Guide is not the only thing you need to read in order to understand the full terms and conditions of your credit contract.

Condition 1 of the Credit card terms and conditions has more information about the other components of your credit contract.

Note: We no longer offer new customers:

- Visa Gold (L51)
- Visa Classic No Frills (L56)
- Freedom Visa (L69)

We will continue to service our existing customers who hold these products subject to the terms and conditions (applicable to the product) contained in this Guide and the Credit Card Details.

Heritage Credits

Please note that separate terms and conditions govern Heritage Credits. Refer to those terms and conditions to find out more about the loyalty and rewards benefits (if any) of your Heritage products.

We're here to help

Need more information?

For more information or if you would like a copy of any booklet or leaflet mentioned in this Guide:

- visit our website at heritage.com.au for an electronic copy; or
- call our Contact Centre on 13 14 22; or
- talk to the friendly staff at a Heritage branch.

Target Market Determinations for applicable products issued by Heritage Bank, can be located at www.heritage.com.au/TMD.

Certain services are also available at select People First Bank branches. You can find out more about which People First Bank branches you can transact at on our website at heritage.com.au.

Confirmation of Payee Service

Your account details will be shared through the Confirmation of Payee service when payers are making payments to your account using its BSB and account number. See clause [29] of these Terms and Conditions for more information.

Glossary

We have set out below some important terms that are used throughout this Guide. Alongside each term is an explanation of what it means.

account	a Heritage account covered by this Guide: • Visa Classic (L50); • Visa Gold Low Rate (L58); • Visa Platinum (L61); • Visa Gold (L51) - No longer available for sale; • Visa Classic No Frills (L56) - No longer available for sale; • Freedom Visa (L69) - No longer available for sale; • Business Visa (L52); • Business Visa Secured (L55)
Australian cheque	a cheque drawn on an Australian financial institution other than Heritage which is a member of the Australian Paper Clearing System (APCS)
Australian mobile phone number	a mobile phone number provided by an Australian telecommunications provider and linked to an Australian network carrier's Subscriber Identity Module (SIM) card
Australian money order	a money order issued by Australia Post as the drawee
available funds	means: • the difference between clear funds in the account balance and the credit limit; or • the total of the clear funds in the account balance and the credit limit (if you have a credit balance).
Balance Transfer	means the transfer of the outstanding balance of a credit card product held in your name with another financial institution to an account in accordance with the method described in Section 6. Balance Transfers

Balance Transfer Annual Percentage Rate	means the annual percentage rate applicable to Balance Transfers made to your account for the duration of the Promotional Period as specified in the Credit Card Details
banking day	a day other than a Saturday, Sunday or national public holiday
branch	a Heritage branch ***Note*** Certain services are also available at select People First Bank branches. You can find out more about which People First Bank branches you can transact at, obtain a listing of Heritage branches, or search for the location of the Heritage branch closest to you, on our website at heritage.com.au
business account	an account held by a person or entity for the purposes of a business carried on by that person or entity
card	a Visa credit card issued by Heritage
cardholder	a person who is issued a card on your account
Cardlink Services	Cardlink Services Limited ABN 60 003 311 644 or any other person who provides the electronic systems used in operating the BPAY scheme from time to time
Cash Advance	means any transaction treated by us as a Cash Advance, including: • Transferring funds from your account via Heritage Online or Heritage Access Line; • Cash withdrawal, manual transfer or debit transfer counter transactions at a Heritage branch (including periodic payments established to transfer funds from your account to another account); • ATM and EFTPOS withdrawal within Australia and overseas (including ATM transfer); • Over the counter withdrawal at another financial institution (domestically or overseas); • Withdrawals from a Bank@Post outlet (including the entire balance of any combined purchase and withdrawal); • The outstanding balance of Balance Transfers after the Promotional Period expiry date; • Direct debit transactions from your credit card BSB and account number; • Any other transactions arising from cash substitute or bill payment services, except for BPAY payments which are Purchase Transactions

Cash Advance Annual Percentage Rate	means the annual percentage rate applicable to Cash Advances debited to your account on, and from 1 January 2019 as specified in the Credit Card Details
Closing Balance	means the closing balance shown on your most recent statement
credit card product	the facility under the agreement between you and Heritage
credit contract	see condition 1
Constitution	means the constitution of Heritage and People's Choice Limited
Customer Owned Banking Code of Practice	the Customer Owned Banking Code of Practice being the code of practice for Australia's customer-owned banking institutions, as well as any subsequent amendment of that code that binds us, that we adopt or that we subscribe to
daily limit	a limit that applies for a day ending at 12 midnight (AEST)
DPR	means Daily Percentage Rate
Due Date	means the date shown on your most recent statement for which you must deposit the minimum repayment
Effective Date	means the date assigned by us to a transaction shown on your account (we may assign a date that differs to the date the transaction occurred)
ePayments Code	means the ePayments Code adopted by Heritage on 20 March 2013, as amended from time to time.
Fees and Limits Guide	the Heritage Bank - **Fees and Limits Guide** specifying the transaction fees, service fees and transaction limits applicable to our deposit products and the transaction limits applicable to our, credit card and lending products. Available online at heritage.com.au/terms-conditions
Heritage	Heritage and People's Choice Limited ABN 11 087 651 125 AFSL 244310, Australian Credit Licence 244310
Heritage Access Line	Heritage's phone banking service
Heritage Online	Heritage's internet banking service
identifier	means information that you may know but are not required to keep secret and which you must provide to perform a transaction (for example, an account number, serial number or PayID). An identifier also includes a token generated from such information.
joint account	an account in the joint names of two or more persons
member number	a unique number that we use to identify you and your accounts in our systems

mistaken internet payment	means an interbank transfer (see condition 12) made by you through the 'Pay Anyone' internet banking facility available on Heritage Online where funds are paid into an account of an unintended recipient because you enter or select a Bank/ State/ Branch (BSB) number and/or identifier (such as an account number) that does not belong to the named and/or intended recipient, as a result of your error or you being advised of the wrong BSB number and/or identifier. This does not include payments made using BPAY or any telegraphic transfer.
mobile phone	your mobile telephone device with the phone number you have registered for use with SMS Services and which is capable of sending and receiving SMS messages
National Credit Code	Schedule 1 to the National Consumer Credit Protection Act 2009 (Cth) and includes any instruments made under that Schedule and regulations made under that Act for the purposes of that Schedule
OTP	a One Time Password delivered by SMS to your mobile phone in connection with SMS Security
PAN	a Phone Access Number which is used to gain access to, or make transactions through, Heritage Access Line
Pay Anyone	means a payment facility which allows you to make a payment from one bank account to a third party's bank account by entering, selecting or using a BSB and account number, PayID or other identifier. This does not include BPAY or PayTo payments.
PayTo	means the third party payment initiation service operated as part of the New Payments Platform.
personal Visa account	a Heritage account covered by this Guide one of the following types: • Visa Classic (L50); • Visa Gold Low Rate (L58); • Visa Platinum (L61); • Visa Gold (L51) - No longer available for sale; • Visa Classic No Frills (L56) - No longer available for sale; • Freedom Visa (L69) - No longer available for sale;
People First Bank	means Heritage and People's Choice Limited trading as People First Bank or, where relevant, People's Choice Credit Union (People's Choice) ABN 11 087 651 125 AFSL 244310, Australian Credit Licence 244310.

PIN	a Personal Identification Number which can be used with a card to make transactions at ATMs and electronic terminals
Promotional Period	means the promotional period that applies to a Balance Transfer
Purchase Transaction	means a transaction made with a merchant for the purchase of goods or services, including point of sale payments, electronic payments, BPAY payments, and other transactions that are designated by us as Purchase Transactions including interest, fees, and charges; and Cash Advances debited to your account prior to 1 January 2019
Purchase Transaction Annual Percentage Rate	means the annual percentage rate applicable to Purchase Transaction (including interest, fees, and charges; and Cash Advances debited to your account prior to 1 January 2019) as specified in the Credit Card Details
recognised instructions	instructions you or a cardholder give us: • by properly completing and signing a form we provide for the purpose; or • through Heritage Online or Heritage Access Line if we accept that type of instruction through Heritage Online or Heritage Access Line; or • by some other method we agree to accept
SMS	the telecommunications "Short Messaging Service" technology which allows text messages to be sent between mobile telephone devices
SMS Alerts	our banking service, described in condition 14, that allows you to request to receive a message delivered by SMS to your mobile phone when certain events occur in relation to the accounts nominated by you and/or your membership
SMS Security	our banking service, described in condition 14, that provides a password security process in order to perform certain functions using Heritage Online
Statement Cycle	means the statement cycle for your account we determine in accordance with condition 10. Statements
Statement Open Date	means the first day of your Statement Cycle
Statement End Date	means the last day of your Statement Cycle

transaction	a dealing concerning your account including: • a withdrawal or something else that results in a debit to your account; and • a deposit or something else that results in a credit to your account; and • giving us recognised instructions concerning your account
we/us/our	Heritage
you/your	the person or persons: • who has or have entered into a credit contract with Heritage in connection with a credit card product; and • in whose name an account is held (and, if there are two or more of you, it refers to each of you separately as well as to you jointly)

There are other terms which are defined in the **Credit card terms and conditions** section. Those definitions are signified by the use of the term in **bold type** where it is defined.

Credit card terms and conditions

1. Your credit contract

Your account is governed by a credit contract.

Depending on the account type, the **credit contract** consists of the items listed in the following table.

Account type	Items comprising the credit contract
Visa Classic (L50) Visa Gold Low Rate (L58) Visa Platinum (L61) **No longer available for sale:** Freedom Visa (L69) Visa Gold (L51) Visa Classic No Frills (L56)	• the document entitled Credit Card Details issued to you by Heritage • this Guide • the document entitled Heritage Bank - **Fees and Limits Guide** (available at heritage.com.au/terms-conditions)
Business Visa (L52) Business Visa Secured (L55)	• the letter of offer or Specified Particulars issued to you by Heritage • each other document specified in the letter of offer or Specific Particulars • this Guide • the document entitled Heritage Bank - **Fees and Limits Guide** (available at heritage.com.au/terms-conditions)

This Guide must be read with the other components of your credit contract.

2. Your acceptance of these terms and conditions

You accept these terms and conditions when the first thing happens out of:

- you or a cardholder use a card; or
- you or a cardholder obtain credit under the credit contract in any way; or
- you sign another component of your credit contract; or
- you signify to us your acceptance of these terms and conditions in some other way.

If you do not want to accept these terms and conditions, you or a cardholder should not do any of those things. Before you or a cardholder have done any of those things, you can decide not to proceed by returning all issued cards and giving us instructions to cancel the credit contract.

3. Credit limit

The **credit limit** is the maximum amount of credit that we agree to provide to you. The following table explains where you can find details of your credit limit.

Account type	Where to find details of the credit limit
Visa Classic (L50) Visa Gold Low Rate (L58) Visa Platinum (L61) **No longer available for sale:** Freedom Visa (L69) Visa Gold (L51) Visa Classic No Frills (L56)	The Credit Card Details which are part of the credit contract
Business Visa (L52) Business Visa Secured (L55)	The letter of offer or Specific Particulars which is part of the credit contract

Your credit limit can be increased or decreased at your request. Any increase in the credit limit is subject to our approval which will not be unreasonably withheld.

Acting reasonably and in accordance with our legitimate interests, we can decrease the credit limit at any time, including if you are in default or we reasonably consider it necessary to reduce the risk of loss to you or to us.

You can request for your Credit Limit to be decreased at a Heritage branch or online via Heritage Online.

Minimum credit limits apply. If you are requesting for your credit limit to be decreased below the account minimum, then we can discuss alternative account options with you, and you may need to firstly complete a switch to an alternative account before we can reduce your credit limit.

You must make sure that the account balance never exceeds the credit limit without our written approval. If it does, you must immediately pay the difference by making a deposit to reduce the account balance below the credit limit.

We will dishonour a transaction that would result in you exceeding your Credit Limit by more than 10%. This commitment does not restrict us from dishonouring a transaction that would result in any exceeding of your Credit Limit. We may consider that to do so would be consistent with our prudential obligations.

4. Account can be operated in debit or in credit

Your account can be operated:

- in debit (with an amount owing by you to Heritage); or
- in credit (with an amount standing to your credit in the account)

5. Withdrawals

Generally, you can make withdrawals by:

- making withdrawals by using a card (for example, cash advances at ATMs and purchase transactions with merchants).
- transferring funds via Heritage Online or Heritage Access Line. These withdrawals will be treated as a cash advance.
- You or a cardholder making withdrawals by periodical payment or BPAY.

If your account is not a personal Visa account, you may also be able to make other withdrawals as we may agree from time to time.

6. Balance Transfers

Heritage may have different balance transfer offers for our Visa Card products and such offers are subject to change. Information on current offers can be found by visiting heritage.com.au, any Heritage branch or by telephoning 13 14 22. For balance transfers:

- you can request Heritage to pay the full balance of your credit card account with another financial institution within Australia; and
- if we agree, Heritage will debit your account with the amount of the balance of the credit card account paid in full by Heritage.

However, Heritage will not agree to a balance transfer request where the total balance transfer amount:

- is less than $200; or
- exceeds 95% of your available credit limit.

Where the requested balance transfer amount exceeds 95% of your approved credit limit, Heritage will transfer less than the requested amount, up to 95% of your available credit limit.

All payments made by Heritage in connection with a balance transfer will be treated as a cash advance.

Heritage will not automatically close your other credit card account/s. You must arrange this by contacting your existing card issuer/s.

Heritage will try to make payments to your other credit card within 14 days of your activation of your credit card but accepts no responsibility or liability for delays, overdue payment, fee, charge or interest imposed by your existing card issuer, except to the extent caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

Heritage can refuse any balance transfer request for any reason in its sole and reasonable discretion. Heritage will advise you accordingly if this is the case.

Heritage may not agree to a balance transfer request:

- If any balance of your credit card account is a current balance transfer; or
- If the requested transfer is from an overseas credit card, another Heritage account or a

financial institution our systems do not support.

Fees and government taxes and charges may apply to a balance transfer transaction.

Interest free periods are not applicable to balance transfers and balance transfers will not earn Heritage reward points.

The outstanding balance of Balance Transfers owing on the Promotional Period expiry date will be treated as a Cash Advance. The Cash Advance Annual Percentage Rate will apply from the Statement Open Date that immediately follows your Promotional Period expiry date. You can find the Promotional Period expiry date on your account statement. For more information about how we calculate interest refer to Section 8. Interest.

7. Payments and deposits

What payments must you make?

The following table sets out the minimum payments you are required to make. The amount of the Total Minimum Payment Due will be calculated in the way explained in the Credit Card Details which forms part of your credit contract.

Account type	Minimum payments required
Visa Classic (L50) Visa Gold Low Rate (L58) Visa Platinum (L61) No longer available for sale: Freedom Visa (L69) Visa Gold (L51) Visa Classic No frills (L56)	**If your account is in order (no Overdue Amount and no Overlimit Amount):** After each statement of account is issued to you by us, you must pay the minimum repayment by the Due Date specified in your statement. **If your account is not in order (Overdue Amount, and/ or Overlimit Amount):** After each statement of account is issued to you by us, you must: • immediately pay the Due Now amount specified in your statement, which is the greater of the Overdue Amount and the Overlimit Amount; and • pay the minimum repayment amount by the Due Date specified in your statement. The Overdue Amount is the total of the amounts outstanding from previous statement periods. The Overlimit Amount is the amount by which the Closing Balance shown on your statement of account exceeds your Credit Limit. **Example** Suppose your account statement issued on 22 May 2022 has an Overdue Amount of $100.00, an Overlimit Amount of $165.00, and a minimum repayment of $150.00. You must immediately pay the greater of the Overdue Amount and the Overlimit Amount, being the Overlimit Amount of $165.00. You must also pay the minimum repayment of $150.00 by no later than the Due Date specified in your statement.
Business Visa (L52) Business Visa Secured (L55)	The minimum payments required are explained in the letter of offer or Specific Particulars which is part of the credit contract.

In each case, you must make a required minimum payment by making a deposit to your account.

Making deposits

Generally, you can make deposits by:

- cash, Australian cheque or money order at a Heritage branch or at a participating Bank@Post agent for personal Visa accounts. We will not accept cheques or money orders where it is in our legitimate business interests not to do so (including where we suspect fraud or illegal use of funds, or we are otherwise prohibited by law or our systems and process, or overseas ones).
- cash at People First Bank ATMs where the functionality is available. To make a deposit at a People First Bank ATM, you will need to use your card. We do not have to accept all cash deposits at ATMs (for example, where the functionality is not operational, a limit is exceeded or the maximum amount of cash that an ATM can hold has already been deposited).
- sending an Australian cheque or money order to us by mail. You will need to quote your account number. If the cheque or money order is lost or stolen in the mail before we actually receive it, we will not be responsible. Do not send cash through the mail.
- Directly arranging with a merchant for a Purchase Transaction, or part thereof, to be refunded to your account. A refund is deemed to have been directly arranged with the merchant when Heritage had no involvement in the Purchase Transaction being returned to your account. These deposits are treated by us as deposits, and allocated in accordance with Section 7. How we apply deposits.
- transferring funds electronically to the account.

If you switch to a different credit card product your card and payment details will change. You will need to use your new credit card for ATM deposits. Any electronic transfer of funds will need to be made to the new credit card account details. Where an electronic payment is made to the old credit card account, Heritage may redirect the payment and apply it to the new credit card account.

A cash deposit made at a People First Bank ATM will generally be available in your account the same day. Details of People First Bank ATMs where deposits can be made at are available on Heritage's website at www.heritage.com.au.

Heritage does not accept cheques or money orders that are not Australian cheques or Australian money orders (for example, overseas cheques or overseas money orders).

Clearance of cheques and money orders

The following estimated clearance times apply to Australian cheques and money orders deposited to your account.

Description of deposit	Clearance time
Deposit of an Australian cheque or Australian money order at a Heritage branch on a banking day before the collection of that Heritage branch's cheques on a banking day	7 banking days

Deposit of an Australian cheque or Australian money order at a Heritage branch on a banking day after the collection of that Heritage branch's cheques on a banking day, or on a non-banking day	7 banking days
Deposit of an Australian cheque or Australian money order at a Bank@Post outlet	7 banking days

It may take us longer to collect an Australian Cheque or money order. We are not obliged to accept a cheque (or money order) for deposit that is not an Australian cheque (or money order).

Even if we make the proceeds of an Australian Cheque or money order available in your account, we can reverse any credit for the Australian Cheque or money order if we haven't collected the funds (including if the Australian Cheque or money order is dishonoured).

How we apply deposits

When you make a deposit to your account we will apply that deposit in the order set out below:

- Firstly, to the Closing Balance shown on your most recent statement issued prior to the deposit being received in the order of highest to lowest annual percentage rate, and
- Secondly, to the outstanding balance of transactions debited to your account after the date of issue of that most recent statement, and up to the end-of-day that we receive the deposit, in the order of highest to lowest annual percentage rate.

To help you understand how we apply deposits, an example is set out below:

Example

- Suppose your account has an interest rate of 17.99% p.a. on Purchase Transactions, and an interest rate of 19.99% p.a. on Cash Advance.
- You make a purchase of $100, and then you make a $100 withdrawal (i.e. a Cash Advance).
- Your Closing Balance shown on your most recent statement is $200.
- You make a deposit of $100 to your account.

The $100 deposit is allocated to the $100 outstanding balance of Cash Advances shown on your most recent statement. This is because Cash Advance has the highest annual percentage rate applied.

Unless otherwise disclosed by us to you the order of highest to lowest annual percentage rate is as follows:

- Cash Advance Annual Percentage Rate
- Purchase Transaction Annual Percentage Rate
- Purchase Transaction – Interest free
- Balance Transfer Annual Percentage Rate.*

*Note: Applies to the outstanding balance of Balance Transfers during the Promotional Period. The Cash Advance Annual Percentage Rate applies to the outstanding balance of Balance Transfers outside the Promotional Period.

8. Interest

Overview of annual percentage rates

We may apply different rates of interest to different parts of the outstanding balance of your account, and the outstanding balance of your account may include any of the following transaction balances:

Transaction balance	Annual percentage rate
Cash Advance (including the outstanding balance of Balance Transfers outside the Promotional Period)	Cash Advance Annual Percentage Rate
Purchase Transaction (including interest, fees, and charges; and the outstanding balance of any Cash Advances debited to your account prior to 1 January 2019)	Purchase Transaction Annual Percentage Rate
Balance Transfer (during the Promotional Period)	Balance Transfer Annual Percentage Rate

The outstanding balance of Purchase Transactions may include a combination of principal (that is, transactions), as well as interest, fees and charges; and the balance of any Cash Advances made on your account prior to 1 January 2019. We do not maintain separate transaction balances for interest, fees, and charges.

Annual percentage rates are variable and subject to change. You can find information about the current annual percentage rates that apply to your account on our corporate website at heritage.com.au/banking/credit-cards/compare, at your local branch, or by phoning us on 13 14 22.

When we will debit interest to your account

We debit interest to your account on the last day of the Statement Cycle, except if you close your account in which case we will debit interest to your account on the day of closure.

Interest on Purchase Transactions

(a) Interest free Purchase Transactions

Purchase Transactions made on some of our accounts may be eligible for an interest free period. If you are unsure whether Purchase Transactions made on your account may be eligible for an interest free period, then please refer to the Credit Card Details for confirmation.

If Purchase Transactions made on your account may be eligible for an interest free period, then to be eligible for that interest free period you must pay your Closing Balance as shown on your most recent statement in full by the applicable Due Date.

If you do not pay your Closing Balance in full by the applicable Due Date, then your outstanding balance of Purchase Transactions shown on the most recent statement will attract interest as per Section 8. Interest.

(b) Regaining interest free Purchase Transactions

You can regain an interest free period on Purchase Transactions at any time, for accounts that are eligible for an interest free period. Should you fail to pay your Closing Balance in full by the applicable Due Date, you do not need to wait until the next statement Due Date to regain your interest free days.

All you need to do is repay the full Closing Balance shown on the most recent statement, and then interest will stop accruing on the outstanding balance of Purchase Transactions shown on the most recent statement from the day full payment of the Closing Balance is received.

However, you will still be charged some interest on Purchase Transactions on the next statement that we issue to you after we receive full payment of your Closing Balance. This is for interest on Purchase Transactions that was accrued before you made full payment of your Closing Balance.

(c) Interest on Purchase Transactions that are not interest free

Interest is accrued daily on the outstanding balance of any Purchase Transactions made on your account that are not eligible for an interest free period.

Purchase Transaction interest is calculated by multiplying the outstanding balance of Purchase Transactions by the Purchase Transaction Daily Percentage Rate. The Purchase Transaction Daily Percentage Rate (DPR) is the Purchase Transaction Annual Percentage Rate divided by 365 calculated to four decimal places, rounded down.

To help you understand how Interest applies to Purchase Transactions we have included two examples for you.

This includes one example where Purchase Transactions made on your account are ineligible for an interest free period from the Due Date, and another example where the Purchase Transactions made on your account are ineligible for an interest free period for the entire Statement Cycle.

Example 1 *– Purchase Transactions made on your account are ineligible for an interest free period from the Due Date*

Suppose your account has a Due Date of 26 July, and a Purchase Transaction interest rate of 17.99% p.a. At the start of the current Statement Cycle, being the period for which we are yet to issue a statement, Purchase Transactions made on your account are eligible for an interest free period.

You have a Closing Balance of $1,000 shown on your most recent statement. However, on 26 July you only make the minimum repayment of $30.00. Since you did not repay your full Closing Balance you are ineligible for an interest free period from the day after the Due Date, and interest is accrued daily from 27 July to 1 August.

Interest is calculated as follows:

- Interest debit = (Daily Closing outstanding balance of Purchase Transactions X Purchase Transaction DPR) X Days
- Interest debit = ($970.00 x 0.0492%) x 6
- Interest debit = $0.4772 x 6
- Interest debit = $2.86

***Example 2** – Purchase Transactions made on your account are ineligible for an interest free period for the entire Statement Cycle*

Suppose Purchase Transactions made on your account are ineligible for an interest free period. The account has an outstanding balance of Purchase Transactions of $1,000 on 2 July, and no transactions are debited to your account during the current Statement Cycle. The Due Date is 26 July, and the Purchase Transaction Annual Percentage Rate is 17.99% p.a. On the Due Date you make the minimum repayment of $30.00.

Interest is calculated as follows:

- Interest debit = (Daily Closing outstanding balance of Purchase Transactions X Purchase Transaction DPR) X Days
- Interest debit = (($1,000 x 0.0492%) x 24)) + (($970.00 x 0.0492%) x 7))
- Interest debit = (0.4920 x 24) + (0.4772 x 7)
- Interest debit = $11.808 + $3.3404
- Interest debit = $15.14

Interest on Cash Advance

Cash Advances made on your account are not eligible for an interest free period. We calculate interest daily on the outstanding balance of any Cash Advances debited to your account from the day of the transaction.

Interest on Cash Advances is calculated by multiplying the outstanding balance of Cash Advances by the Cash Advance Daily Percentage Rate. The Cash Advance Daily Percentage Rate (DPR) is the Cash Advance Annual Percentage Rate divided by 365 calculated to four decimal places.

To help you understand how interest applies to Cash Advances we have included the below example.

Example

Suppose your account had a Cash Advance balance of $1,000 on 2 July and no Cash Advance Transactions are debited to your account during the current Statement Cycle. The Due Date is 26 July, and the Cash Advance Transaction Annual Percentage Rate is 19.99% p.a. On the Due Date you make the minimum repayment of $30.00.

Interest is calculated as follows:

- Interest debit = (Daily Closing Cash Advance Balance X Cash Advance DPR) X Days
- Interest debit = (($1,000 x 0.0547%) x 24)) + (($970.00 x 0.0547%) x 7))
- Interest debit = (0.547 x 24) + (0.5305 x 7)
- Interest debit = $13.128 + $3.7135
- Interest debit = $16.84

Interest on Balance Transfer

Balance Transfers made on your account are not eligible for an interest free period. We calculate interest daily on the outstanding balance of any Balance Transfers debited to your account from the day of the transaction. We may set the Balance Transfer interest rate to 0.00% p.a. from time to time. You can find information about the annual percentage rate applied to Balance Transfers made on your account on your account statement, on the application form for the Balance Transfer or you can contact us.

Interest on Balance Transfers is calculated by multiplying the outstanding balance of Balance Transfers by the Balance Transfer Daily Percentage Rate. The Balance Transfer Daily Percentage Rate (DPR) is the Balance Transfer Annual Percentage Rate divided by 365 calculated to four decimal places, rounded down.

To help you understand how interest applies to Balance Transfer we have included the below example for you.

Example

Suppose your account had an outstanding balance of Balance Transfers of $1,000 on 2 July to 1 August, with an interest rate of 0.00% p.a. The Due Date is 26 July, and on this day you make the minimum repayment of $30.00. The repayment is allocated to your outstanding balance of Balance Transfers, as you have not made any other transactions to your account.

Interest is calculated as follows:

- Interest debit = (Daily Closing outstanding balance of Balance Transfers X Balance Transfer DPR) X Days
- Interest debit = (($1,000 x 0.0000%) X 24)) + (($970.00 x 0.0000%) x 7))
- Interest debit = $0.00 + $0.00
- Interest debit = $0.00

Interest on outstanding balance of Balance Transfers outside the Promotional Period

If you do not pay the outstanding balance of the Balance Transfers made on your account in full before the Promotional Period expiry date as disclosed on your most recent statement, then the outstanding balance of Balance Transfers remaining will be treated as a Cash Advance. Interest on Balance Transfers will be applied at the Cash Advance Annual Percentage Rate from the next

Statement Open Date following the expiry date of the Promotional Period.

For information on how we calculate interest on Cash Advances, refer to the above disclosure for Interest on Cash Advances.

Interest Rate Changes

When a change to the annual percentage interest rate occurs, this rate will apply to the account from the first day of the following statement cycle.

Example

Suppose your account has a statement date of the 5th of the month, Heritage announces an interest rate change on the 16th June. The announced change to the interest rate will apply to your account from the next statement date - 5th July.

Interest on balances held in credit

We will not pay interest on credit balances held in your credit card account.

9. Fees and charges

The fees and charges payable by you under the credit contract are set out in other parts of the credit contract.

Depending on your account type, you can find details of the fees and charges as summarised below.

Account type	Where to find details of the credit limit
Visa Classic (L50) Visa Gold Low Rate (L58) Visa Platinum (L61) **No longer available for sale:** Freedom Visa (L69) Visa Gold (L51) Visa Classic No Frills (L56)	The Credit Card Details which are part of the credit contract
Business Visa (L52) Business Visa Secured (L55)	The letter of offer or Specific Particulars which is part of the credit contract

In addition, you must pay:

- any government charges applying to your account; and
- our reasonable enforcement expenses.

We can debit the fees and charges to your account when or any time after they are incurred.

10. Statements

We will issue monthly statements of your account. The statement cycle will be determined by a date in each month that we use as the date for issuing statements. If you choose to receive paper-based statements then a fee may apply. Please see the Fees and Limits Guide and your Credit Card Details for details.

We will not issue a monthly statement if:

• your account has a zero balance at the statement date and no entries have been made on your account since the previous statement date; or

• we have written off the amount you owe us on your account and no other entries have been made on your account since the previous statement date.

You should read your statements carefully and let us know promptly by calling 13 14 22 if you have a query including if you think there is a mistake, information is missing or there are transactions that were not authorised. Card scheme rules impose time limits after the expiry of which our ability to dispute a transaction on your behalf may be lost. We may not be responsible for any loss to you where it can be shown that you have unreasonably delayed notifying us.

You may also obtain a statement of your account from us at any time by making a request in branch or by calling 13 14 22.

When a card is used to make a transaction, the merchant or financial institution is required to offer the cardholder a record of the transaction. You should carefully check all of those records.

You can register to receive statements of your accounts through Heritage Online (eStatements). You will need to be registered for Heritage Online and nominate an email address to which we will send an email telling you when your eStatement is ready to view. Accounts registered for eStatements will no longer receive a paper statement unless we are unable to provide the information electronically.

Some accounts are not eligible for eStatements. Multiple party accounts require the written consent from all parties to receive eStatements. For more information, and to complete an authorisation form, visit heritage.com.au

You can change your eStatements preferences at any time by completing an authorisation form, amending the preferences section in Heritage Online or by calling 13 14 22.

We record that you received an eStatement on the day that our notification email enters the server of your email address.

11. Cards

Issuing of cards

A card will be issued to you for accessing your account.

The person we issue a card to is called a **cardholder.** If the cardholder is not you, you are responsible for making sure the cardholder follows these terms and conditions.

When issuing a card to a cardholder at your (the primary cardholder's) request, we will provide you with general information about your liability for debts incurred by the subsidiary cardholder when using their card. This information will include our procedures for stopping or cancelling a subsidiary card.

A cardholder cannot authorise anyone else to use the card.

We may require a proposed cardholder to satisfy our identification procedures before issuing a card to that person.

The cardholder must sign on the back of the card as soon as it is issued. Cards are not transferable and remain Heritage's property at all times.

A cardholder may be able to transact on accounts under your member number, and obtain information from us about those accounts, in the same way you could.

PIN

Each card will be issued with a PIN.

A cardholder may ask to be issued with, or to select, a new PIN if the cardholder forgets the PIN or simply wants to change it. A new PIN can be selected by attending a Heritage branch or via Heritage Online.

Your PIN is a secret code. See condition 20 for more information.

Use of cards

A card can be used before expiry to:

- withdraw cash and make deposits at ATMs that accept the card; and
- perform transactions with merchants who accept the card as a payment method and in a way the merchant agrees (e.g. in person or by phone, online, mail order or other ways the merchant agrees).

We are not responsible if a merchant refuses to accept or allow a cardholder to use the card, charges a different price when a card is used to make payment for goods or services or charges a fee if a cardholder uses the card to pay for goods or services.

If a cardholder uses the card to obtain cash, the cardholder is responsible for the safety of the cash.

Charge of card transactions to your account

We will charge to your account the amount of all transactions made by a cardholder with a card attached to your account.

If a transaction is made overseas or in foreign currency:

- the foreign currency amount will be converted to Australian currency before being charged to your account; and

- the exchange rate will be the applicable exchange rate on the day that Visa International processes the transaction (which may not be the same day as the cardholder performed or authorised the transaction); and
- the exchange rate may differ from the exchange rates available from other foreign exchange dealers; and
- we accept no responsibility for the exchange rates used or fees charged by other institutions or organisations.

Pre-authorisations

A card may be used for pre-authorisations.

A **pre-authorisation** is when the cardholder authorises a merchant to check, at the time of pre-ordering goods or services (for example, hotel bookings and car rentals), whether there are sufficient available funds in your account for the anticipated purchase transaction. As part of the pre-authorisation, the cardholder authorises an amount of the pre-authorisation.

The amount of the pre-authorisation is then 'frozen' and reduced from the available balance of your account.

If a purchase transaction is subsequently completed with the merchant, the merchant should cancel the pre-authorisation.

If a purchase transaction is not completed, the merchant can cancel the pre-authorisation or it will subsequently expire.

When a pre-authorisation is cancelled or expires, the part of the available balance of your account which had been 'frozen' by the pre-authorisation again forms part of the available balance.

If you believe that there is a pre-authorisation on your account which should not be there, you can call the Heritage Contact Centre on 13 14 22 for assistance.

We accept no responsibility for merchant errors in processing pre-authorisations or for merchant delays or errors in cancelling pre-authorisations, except to the extent caused by the fraud, negligence or wilful misconduct of Heritage (including that of its officers, employees, contractors or agents).

Transaction limits

The daily limits that apply to a transaction made with a card issued on your account (including when you make a cash deposit at a People First Bank ATM) are set out in the **Fees and Limits Guide**.

You can ask us to adjust the daily transaction limits set out in the **Fees and Limits Guide** (other than daily limits imposed on cash deposits made at People First Bank ATMs). We do not have to approve your request (acting reasonably we may not approve your request in order to prevent loss to you or Heritage, or where we reasonably consider it necessary to comply with any law

or to manage any risk) but if we do, our approval does not mean that we have agreed that the adjusted limit will always apply.

The daily limits set out in the **Fees and Limits Guide** may be changed by us at any time as a result of an immediate need to restore or maintain the security of the system or individual accounts.

You must note that an increase in your daily limit increases the amount of transactions able to be performed on your account including any unauthorised transactions for which you may be liable.

Individual limits may also apply at particular ATMs and EFTPOS terminals and financial institutions. These individual limits are set by the operator of the ATM (which may include People First Bank) or the merchant operating the EFTPOS terminal or the financial institution.

Cancellation

We may cancel a card at any time if:

- you or the cardholder return the card to us and give us recognised instructions to cancel it; or
- we believe continued use of the card could result in a loss to you or to us; or
- there has been a breach of the credit contract by you or the cardholder.

If a card is cancelled:

- you must make sure the card is returned to us (if we ask for it back) or destroyed; and
- you or the cardholder must not use or attempt to use the card; and
- you must make sure any periodical payment attached to the card is cancelled; and
- you are still responsible for transactions which are charged to your account except to the extent caused by our fraud, negligence or wilful misconduct; and
- we can charge interest and fees and charges relating to those transactions you are responsible for.

Direct charging

Direct charging refers to when the operator of an ATM charges a fee to use the ATM and which is debited to your account with the transaction.

Please note that Heritage does not set the fees charged by ATM operators under the direct charging system and accepts no responsibility for those fees.

Direct charging will not apply to People First Bank ATM's. However, we may charge a fee - see the Credit Card Details.

Example

If a cardholder on your account withdraws $100 at a non-People First Bank ATM, and the operator of the ATM charges a fee of $3.00 for using the ATM, $103 will be debited to your account.

Fees charged by the operator of an ATM are in addition to any fees charged by Heritage.

Chips

Cards have an embedded electronic microchip:

- the cardholder must ensure that the chip is protected from misuse, tampering, damage, destruction, unauthorised use or removal from the card; and
- no one other than the cardholder may use the chip; and
- if you or the cardholder are required under these terms and conditions to destroy the card, you or they must do so by cutting the chip in half.

Destroying and return of cards

You or the cardholder must destroy a card (or, if Heritage requires, return it to Heritage) attached to your account if:

- it expires; or
- it is cancelled; or
- Heritage requires the card to be destroyed or returned.

Visa Account Updater

We may provide information about your Card to Visa as part of the Visa Account Updater service If you have provided your Card information to a merchant to store for a future purchase (for example, to facilitate a regular payment arrangement), the merchant may be given updated Card information if the Card details are changed (such as when we issue a replacement card) if the merchant participates in the service. You may check with the merchant to find out if they participate in the service. Should you wish to opt-out of this service, you may do so by contacting us at 13 14 22.

Visa Click to Pay

With Click to Pay, you can select and pay merchants with your updated Visa card credentials delivered at checkout, eliminating the need to enter card details manually. If you have an eligible Visa card, your card will be available for use with the Visa Click to Pay service once our issuer offered Click to Pay service commences. You will know when your card is enrolled as your card will be available for Click to Pay at merchant checkouts, if that merchant accepts Click to Pay as a payment method. If your card is not yet enrolled in Click to Pay, you can also directly enrol your eligible Visa card with Visa Click to Pay yourself at www.src.visa.com

If you use Visa Click to Pay to make a transaction, Visa is not a party to such transaction or payment, and neither us nor Visa is liable for any goods or services you purchase (for example, if the goods or services are defective, or the merchant fails to supply the goods or services).

Visa, merchants and other third parties may use and share information about your use of Click to Pay, including information about a transaction, such as information (without limitation) relating to completing a transaction and/or to determine whether you may be eligible for other card benefits or features, as determined by Visa, merchants and any other third parties. This includes where you may have attempted to register a card for Click to Pay directly with Visa. In such circumstances, Visa may still share with us any information you provided while attempting

to register your card with Visa, to enable us to activate your card for the Click to Pay service. We are not responsible for any loss, injury or other harm you suffer in connection with the disclosure of your information in connection with Visa Click to Pay.

Click to Pay is only available to you as the account holder of, or as a person to whom the account holder authorises us to issue, a Visa card eligible for use with Click to Pay.

Certain authentication capabilities may be made available to you for use on your device with the Visa Click to Pay service, including finger and face authentication, and/or your device passcode. The use of these authentication capabilities is governed by the agreement between you and your device manufacturer. Your authentication information does not leave your device and will not be transferred to Visa as part of your use of Click to Pay.

You may choose whether to authorise Visa to use your authentication information with any payment transaction made using Click to Pay. You can disable the use of your authentication information by unlinking your Visa card from your Click to Pay account by removing your device at https://secure.checkout.visa.com, by calling us at 13 14 22 You can also visit your local branch and tell us you'd like to remove this functionality. By authorising Visa to use your authentication information for Click to Pay, you consent to Visa processing your personal information in accordance with the Visa Global Privacy Notice, which may mean some of your data is transferred to Visa's data centres which may be located overseas. You can access the Visa Global Privacy Notice at https://visa.com/privacy.

By using Visa Click to Pay you agree:

- to use Click to Pay only as permitted by Law;
- not to disrupt or interfere with the security or operation of, or otherwise abuse, Click to Pay or any part of Click to Pay;
- not to attempt to obtain unauthorised access to Click to Pay or portions of Click to Pay that are restricted from general access;
- not to use Click to Pay in any manner that could be deemed false and/or defamatory, abusive, vulgar, hateful, harassing, obscene, profane, threatening, invasive of a person's privacy, or in violation of any third party rights;
- not to reproduce Click to Pay in any form, or store or incorporate Click to Pay into any information retrieval system, electronic, mechanical or otherwise;
- not to copy, emulate, clone, rent, lease, sell, commercially exploit, modify, decompile, disassemble, distribute, reverse engineer or transfer Click to Pay or any portion thereof; and
- not to use any device, software or routine to interfere or attempt to interfere with the proper working of Click to Pay and/or take any action that imposes an unreasonable or disproportionately large burden on the Click to Pay system, as determined by Visa in its reasonable discretion.

Your continued use of Click to Pay after any changes, modifications or improvements have been

made to any or all aspects of the Click to Pay service or these Click to Pay Terms & Conditions, will be construed to be your acceptance of such changes, modifications or improvements, and the applicability of these Click to Pay Terms & Conditions to such changes, modifications or improvements.

If you do not agree to the Click to Pay Terms & Conditions, or any updates made to these Terms & Conditions, you must not use Click to Pay. You may terminate or opt-out of Click to Pay for a card at any time by calling us at 13 14 22.

In no event and under no cause of action, including negligence, shall Visa or any of its affiliates, and each of their respective officers, directors, customers, members, employees or authorised agents (collectively, the "**Visa Parties**") be liable for any damages, claims or losses incurred (including compensatory, incidental, indirect, special, consequential, punitive or exemplary damages), however caused and under any theory of liability, arising from or in connection with Click to Pay, even if a Visa Party is advised of the possibility of such damages, claims or loss (the "**Visa Parties' Disclaimer**").

Where the Visa Parties' Disclaimer, or any other disclaimer, exclusion or limitation of certain warranties, liabilities and damages by the Visa Parties, is not permitted under applicable law, then the Visa Parties' aggregate liability to each account holder (if any) will be limited to the lesser of:

(i) the fullest extent permitted by applicable law;

(ii) USD $100; or

(iii) the account holder's actual loss.

Nothing in these Click to Pay Terms & Conditions excludes Visa's liability to an account holder for:

(i) death or personal injury caused by its negligence;

(ii) fraud or negligent misrepresentation; or

(iii) any other matter to the extent that such exclusion would be illegal or prohibited by applicable laws.

12. Heritage Online (personal internet banking)

Registration

You can register for Heritage Online (personal internet banking) by completing the application form available at heritage.com.au and following the instructions there.

If you register for Heritage Online, all accounts under your member number that can be accessed through Heritage Online (including accounts not covered in this Guide) will become accessible through Heritage Online.

Password

If you register for Heritage Online (personal internet banking), you will be issued with a Heritage Online password.

If you have a joint account which requires two or more of you to act together in order to transact, one of you will be issued with a Heritage Online login password and the other of you will be issued with a Heritage Online authorisation password.

If you have a joint account under which any one of you can transact, each of you will be issued with the same Heritage Online login password.

The Heritage Online password is a secret code. See condition 20 for more information.

The Heritage Online password which we issue to you when you register for Heritage Online personal internet banking lapses after 7 days. You need to select a new Heritage Online password within those 7 days in order to keep using Heritage Online.

We do not issue a Heritage Online password for access to your account to any cardholder except you.

Transacting

Heritage Online personal internet banking can be used to perform transactions, obtain information (such as account balances and transaction details) and communicate with us.

You can use Heritage Online to transfer funds from your account to a People First Bank branded account or to an account at an Australian or overseas financial institution other than Heritage (we call these transactions, together with Telegraphic Transfers, 'interbank transfers') if:

- you have given us recognised instructions to pre-register the other financial institution account; or
- you have given us recognised instructions to register you for the 'Pay Anyone' facility (with password or SMS Security) on Heritage Online.

In addition, you can use Heritage Online to transfer funds from your account to another account with Heritage (we call these transactions **Heritage account transfers**) if:

- the other account is under the same member number as your account; or
- the other account is under a different member number but you have given us recognised instructions to pre-register the other account; or
- you have given us recognised instructions to register you for the 'Pay Anyone' facility (with password or SMS Security) on Heritage Online.

You can also initiate BPAY payments through Heritage Online.

We are continually reviewing and upgrading Heritage Online and therefore the types of

transactions, information and communications available through Heritage Online may change.

If you have a joint account which requires two or more of you to act together in order to transact, you will only be able to use Heritage Online to perform withdrawals, payments or transfers if both the Heritage Online login password and authorisation password are entered. However, the one of you with the Heritage Online login password will be able to use Heritage Online to obtain information.

Transaction limits

The maximum daily limits that apply to transactions made through Heritage Online are set out in the **Fees and Limits Guide**. We will ask you to nominate what daily limits will apply for the different transaction types. If you do not nominate any daily limits, the default daily limits specified in the **Fees and Limits Guide** will apply. These limits apply to all accounts under your member number. We will not increase your daily limit unless you request us to do so. On changing transaction methods, unless otherwise specified, your existing daily limit will continue to apply unless the new daily maximum limit is less than your existing daily limit.

You can ask us to adjust the daily transaction limit on Heritage account transfers and interbank transfers to a higher amount (for example, to allow you to perform a specific interbank transfer). We do not have to approve your request (acting reasonably we may not approve your request in order to prevent loss to you or Heritage, or where we reasonably consider it necessary to comply with any law or to manage any risk) but if we do, our approval does not mean that we have agreed that the adjusted limit will always apply.

In addition, the daily limits set out in the **Fees and Limits Guide** may be changed by us at any time as a result of an immediate need to restore or maintain the security of the system or individual accounts.

You must note that an increase in your daily limit increases the amount of transactions able to be performed on your account including any unauthorised transactions for which you may be liable.

Processing of transactions

Transactions through Heritage Online will generally be processed on either the same or the next banking day.

13. Heritage Online (business internet banking)

Registration

You can register for Heritage Online (business internet banking):

- if Heritage Online is an available access method for your account; and
- by completing the application form available at Heritage branches and following the instructions on the form.

If you register for Heritage Online, all the accounts under your member number that can be accessed through Heritage Online (including some accounts not covered in this Guide) will become accessible through Heritage Online.

Login password

If you register for Heritage Online (business internet banking):

- the person you have nominated by giving us recognised instructions will be issued with a Heritage Online login password; and
- if an account requires two or more signatories to sign, an authorisation password (used to authorise transactions for processing) will be issued to a person you have nominated (including you) and agreed to by us

The people who have been issued with a Heritage Online login password or authorisation password are called **password holders.**

By giving us recognised instructions, you can change a Heritage Online password and change the password holders.

Heritage Online passwords are secret codes. See condition 20 for more information.

Security tokens

To perform certain transactions through the business internet banking service on Heritage Online, a special device called a **security token** is required. A security token is an electronic device which can be used to generate codes (called **token codes**) which can then be used to initiate or authorise transactions.

The transactions for which a security token is required include external batch payments. We can modify the types of transactions for which security tokens are required.

We may issue a security token to any person you authorise by giving us recognised instructions. The people who have been issued with security tokens are called **token holders.**

Each security token issued to a token holder will have permissions assigned according to your recognised instructions. The permissions define some of the functions that the token holder can and cannot perform through the business internet banking service on Heritage Online by using their security token. For a transaction requiring a token code, the number of token codes generated by security tokens issued to token holders that you have specified by giving us recognised instructions will be required.

By giving us recognised instructions, you can:

- cancel a security token; and
- change the permissions assigned to security tokens; and
- change the number of token codes required for transactions requiring a token code; and

- ask us to issue a replacement security token for one that has been lost, stolen, damaged or does not work properly.

Each security token remains Heritage's property.

A security token must be given back to us if:

- the token holder is someone other than you and they cease to be an employee or director of yours or a signatory on your accounts accessible through the business internet banking service on Heritage Online; or
- the security token expires or does not work properly; or
- we ask for the security token back.

A security token expires 3 years after it was issued. You or a token holder must not try to use an expired security token.

Transacting, Transaction limits, Processing of transactions

The information under these headings in condition 12 also applies to the business internet banking service on Heritage Online.

14. SMS Services

Services and Registration

We offer the following SMS Services:

- SMS Security;
- SMS Alerts; and
- SMS Account Updates

To register for any SMS Service (except SMS Account Updates) you must be registered for the internet banking service on Heritage Online. Before you can register for SMS Alerts, you must be registered for SMS Security.

You can register for any SMS Service by completing an application on Heritage Online or by any other means made available by us from time to time.

You must be an account holder to register for SMS Services.

We can refuse your application to register for any SMS Service at our reasonable discretion.

SMS Services may not be available for use on all accounts. Information on eligible accounts and services available will be provided to you at the time of registration or you can obtain this information at any time by visiting heritage.com.au/smsbanking.

We may send an SMS Account Update in the instance that action is required on your account for example if your account over it's limit and requires funds to bring it back within its limit.

Your mobile phone

The mobile phone number that you nominate for use with the SMS Services must be an Australian mobile phone number you have recorded with us.

If you have a joint account, each account holder can nominate one Australian mobile phone number recorded with us.

Your mobile phone should be for your exclusive use. If your mobile phone is used by other people, they may receive, or be able to access messages intended for you in connection with the SMS Services. It is your responsibility to adequately protect your mobile phone from unauthorised access. We exclude all liability for any unauthorised access to information delivered to your mobile phone in connection with any SMS Service, except to the extent caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

It is your responsibility to ensure that you use a compatible mobile phone in connection with any SMS Service. We are not responsible for any inability of a mobile telephone device to access any SMS Services or any loss or damage to a mobile telephone device resulting from your access, use or attempted use of any SMS Services.

For your protection, information sent to your mobile phone in connection with an SMS Service will not reveal your full account or card number.

If you travel outside of Australia and wish to access SMS Services, you should check with your telecommunications provider that your mobile phone will be able to use the SMS network in those countries in which you are travelling and that you can retain the same mobile phone number.

Due to the confidential nature of the information delivered as part of the SMS Services, you must promptly notify us (in branch, by phoning 13 14 22 or via heritage.com.au) if the phone number for your mobile phone changes or if your mobile phone is lost or stolen.

Fee information

A fee applies for SMS Alerts. We do not charge a fee for SMS Security or SMS Account Updates.

Your mobile phone telecommunications provider may also impose fees and charges for sending and receiving SMS messages. Any such fees and charges are your sole responsibility and any queries or concerns should be raised with your telecommunications provider.

Suspension, removal and cancellation

We can suspend or cancel your access to any SMS Services for any of the reasons set out in condition 21. In accordance with that condition and unless otherwise required by law, there may be circumstances where we may not give you notice. We will not be responsible for any loss you suffer as a result, except to the extent that the loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

We can add or remove functions available for use with any SMS Services for any of the reasons set out in condition 21. In accordance with that condition and unless otherwise required by law, there may be circumstances where we may not give you notice.

You can cancel any SMS Service at any time by changing your SMS Services preferences on Heritage Online or by contacting us on 13 14 22.

SMS Security

If you register for SMS Security, a One Time Password (we call this an **OTP**) will be delivered by SMS to your mobile phone when you use Heritage Online to:

- make a payment to a payee for the first time:
  - who is the holder of an account at Heritage and to whom a transfer of funds can be made from your account;
  - who is the holder of an account at an Australian financial institution other than Heritage and to whom a transfer of funds can be made from your account;
- update your SMS Services preferences or other personal contact details recorded with us; or
- make a payment to a special-limit BPAY biller for the first time (for more information on special-limit BPAY billers visit heritage.com.au/smsbanking).

You will need to enter the OTP as requested on Heritage Online before the transaction or change can be processed.

If you have a joint account, the OTP will be delivered to the mobile phone selected by the account holder at the time of performing the transaction or change.

A maximum daily transaction limit applies to transactions made through Heritage Online on accounts that are linked to SMS Security. See condition 12 and the **Fees and Limits Guide**.

The OTP is a secret code. See condition 20 for more information.

You can cancel SMS Security at any time by changing your SMS Services preferences on Heritage Online or by contacting us on 13 14 22.

SMS Alerts

If you register for SMS Alerts, you can request to receive a message delivered by SMS to your mobile phone (or by email if you have previously updated your personal contact details to receive communications from us via email) when certain events occur on your nominated accounts.

For information on how to register and the type of alerts available visit heritage.com.au/smsbanking.

The information provided via SMS message to your mobile phone will be current at the time corresponding to the time and date indicated in the SMS message.

SMS Alerts may not be available for use on all accounts. Information on eligible accounts and services available will be provided to you at the time of registration or you can obtain this information at any time by visiting heritage.com.au/smsbanking.

SMS Alerts will be available on accounts nominated by you at the time of registration for the service or nominated after registration using Heritage Online or other means made available by Heritage from time to time.

You can cancel SMS Alerts at any time by changing your SMS Services preferences on Heritage Online or by contacting us on 13 14 22.

15. Heritage Access Line (phone banking)

Registration

You can register for Heritage Access Line:

- If Heritage Access Line is an available access method for your account; and
- by completing the application form available at heritage.com.au and following the instructions there.

If you register for Heritage Access Line, all the accounts under your member number that can be accessed through Heritage Access Line (including some accounts not covered in this Guide) will become accessible through Heritage Access Line. Only Heritage accounts with terms and conditions specifying access to the Heritage Access Line will be accessible.

PAN

If you have a joint account, each of you will all be issued with a separate Phone Access Number (PAN).

The PAN is a secret code. See condition 20 for more information.

The PAN which we issue to you when you register for Heritage Access Line lapses after 7 days. You need to select a new PAN within those 7 days in order to keep using Heritage Access Line. If the PAN we issued to you on registration lapses, you will need to re-register for Heritage Access Line.

We do not issue a PAN to a signatory on your account.

Transacting

Heritage Access Line can be used to perform transactions, obtain information (such as account balances and transaction details) and communicate with us.

You can use Heritage Access Line to transfer funds from your account to another account with Heritage (we call these transactions **Heritage account transfers**) if:

- the other account is under the same member number as your account; or
- the other account is under a different member number but you have given us recognised instructions to pre-register the account.

You can also initiate BPAY payments through Heritage Access Line.

We are continually reviewing and upgrading Heritage Access Line and therefore the types of

transactions, information and communications available through Heritage Access Line may change.

If you have a joint account which requires two or more of you to act together in order to transact, you will not be able to use Heritage Access Line to perform withdrawals, payments or transfers (except between accounts under the same member number). However, you will be able to use Heritage Access Line to obtain information and to perform transfers between accounts under the same member number.

Transaction limits

The maximum daily limits that apply to your account for transactions made through Heritage Access Line on your account are set out in the **Fees and Limits Guide**. You can request us to set lower limits for the different transaction types. These limits apply to all accounts under your member number.

In addition, the daily limits set out in the **Fees and Limits Guide** may be changed at any time as a result of an immediate need to restore or maintain the security of the system or individual accounts.

Processing of transactions

Transactions through Heritage Access Line will generally be processed on either the same or the next banking day.

16. Periodical payments

You can request a periodical payment by giving us recognised instructions.

A periodical payment is an automatic transfer of a defined amount of money from your account to some other account at Heritage or another financial institution.

A periodical payment can be a one-off payment or a recurring payment at fixed intervals.

If your account does not have enough available funds to cover a periodical payment when it is due, we may keep trying to make the periodical payment for up to 5 banking days. If a periodical payment is due to be made on a non banking day, we may process it on that non-banking day or the next banking day.

By giving us recognised instructions, you can cancel a periodical payment before it is processed or change or cancel your previous instructions about a periodical payment.

17. Direct debits

You can authorise a direct debit user (an organisation participating in the direct debit system, formally known as the Bulk Electronic Clearing system (BECS) to directly debit transactions to your account.

Any Direct Debits that are debited to your account will be treated by us as Cash Advances. The Cash Advance Annual Percentage Rate, and Cash Advance Fee will apply to these withdrawals.

By authorising a direct debit user to directly debit transactions to your account, you also authorise Heritage to accept the transactions and process them to your account. You are liable for any direct debit you authorise, including a direct debit which causes your account to become overdrawn.

We will debit to your account the amount of each direct debit transaction received.

We may dishonour a direct debit, or manually transfer funds from another account if available for the amount of any overdrawing as a result of the debit and charge a fee, if your account does not have sufficient clear funds.

We cannot stop a Direct Debit after it has been processed to your account. If you want to stop a specific Direct Debit before it is processed, or all future Direct Debits from a particular direct debit user, you may contact us and give us recognised instructions to place a stop payment on the Direct Debit.

We will attempt to complete your instructions within one business day of receipt. Alternatively, Direct Debits may be cancelled directly with the merchant/company they were established with. This will ensure your payment is cancelled within the conditions of your agreement with them.

Please note: In order to ensure that no further payments are debited to your account, when processing your recognised instruction to place a stop payment on the direct debit, all future direct debits from that particular debit user will be stopped.

If you believe a direct debit to your account was not authorised, you can either:

- contact us and give us recognised instructions to dispute the transaction (in which case we will investigate the transaction and tell you about our findings, which may take up to 30 days); or
- contact the direct debit user and dispute the transaction with them.

18. BPAY®

What is BPAY?

We are a member of the BPAY scheme, which is an electronic payments scheme through which you can ask us to make payments on your behalf to organisations (**billers**) who tell you that you can make payments **(BPAY payments)** to them through the BPAY scheme.

We may also be a biller under the BPAY scheme.

If you are registered for Heritage Online, you may also be able to register for a related service called BPAY View. Through BPAY View, you can view bills from billers on Heritage Online. For the terms and conditions applicable to BPAY View, go to our website at heritage.com.au.

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When can you make BPAY payments?

You can make BPAY payments from your account if the difference between your account balance and the credit limit specified in your credit contract is enough to cover the amount of the BPAY payment.

If there are insufficient available clear funds to cover the amount of the BPAY payment, we may keep trying to make the BPAY payment. We will usually only do this once, on the next banking day.

How to initiate a BPAY payment

To initiate a BPAY payment, you need to give us recognised instructions. You can do this through Heritage Online or Heritage Access Line.

When you seek to initiate a BPAY payment, you will be asked to enter information through Heritage Online or Heritage Access Line or to give information when completing a form for the BPAY payment. We will not be obliged to effect the BPAY payment unless you provide all the requested information or if any of the information you give us is inaccurate.

We will treat your instruction to make a BPAY payment as valid if you initiate the BPAY payment through Heritage Online or Heritage Access Line after entering the correct codes.

BPAY payments

We will not accept an order to stop a BPAY payment once you have instructed us to make it.

You must be careful to tell us the correct amount you wish to pay. If you instruct us to make a BPAY payment and you later discover that:

- the amount paid was more than you needed to pay to the biller, you must notify us so that we can take steps to try and obtain a refund of the excess; or
- the amount paid was less than you needed to pay to the biller, you can make another BPAY payment for the difference.

Billers have agreed that a BPAY payment you make will be treated as received by the biller it is going to, according to the following table.

Circumstances of BPAY payment	When it is treated as received by the biller
You instruct us to make the BPAY payment before 5pm Australian Eastern Standard Time on a banking day	On that banking day
You instruct us to make the BPAY payment after 5pm Australian Eastern Standard Time on a banking day	On the next banking day
You instruct us to make the BPAY payment on a day that is not a banking day	On the next banking day

However, a delay in processing a BPAY payment may occur if:

- there is a public or bank holiday on the day after you tell us to make the BPAY payment; or
- another financial institution or a biller participating in the BPAY scheme does not meet its obligations under the BPAY scheme.

Such a delay should not continue for more than one banking day but could continue for longer.

If we find out that a BPAY payment cannot be processed by the biller, we will:

- advise you of that; and
- credit your account with the amount of the BPAY payment; and
- take all reasonable steps to help you make the BPAY payment as quickly as possible.

How we treat BPAY payments

A BPAY payment from your account is treated as a purchase transaction.

Problems with BPAY payments

We will try to make sure that your BPAY payments are processed promptly by other participants in the BPAY scheme, including billers who the BPAY payments are going to.

You should check your account records carefully.

You must promptly tell us if:

- you become aware of any mistakes or delays in processing a BPAY payment (not counting when you make an underpayment); or
- you did not authorise a BPAY payment that has been made from your account; or you think you have been fraudulently induced to make a BPAY payment.

The longer the delay between the date of your BPAY payment and when you tell us of the problem, the more difficult it may be for us to help rectify the problem. For example, we or the biller may not have the necessary records or information for us to investigate the problem. If that is the case, you may need to demonstrate that the problem has occurred, based on your own records, or you may need to deal directly with the biller.

The receipt by a biller of a mistaken or erroneous BPAY payment will never count as satisfying any debt you owe to the biller.

We will not be responsible if you or a signatory make any error when providing information to identify the biller, amount or any other details regarding a BPAY payment.

What we will do about some problems

The following table describes what we will do about some problems with BPAY payment.

Description of problem	What we will do
A BPAY payment has been made from your account under instructions which appeared to us to be from you or on your behalf but for which you did not give authority.	We will credit the amount of the BPAY payment to your account. However, you must pay us that amount if: • the BPAY payment was made as a result of instructions which did not comply with our prescribed security procedures; and • we cannot recover the amount credited to your account from the person who received it within 20 banking days of trying to do so.
A BPAY payment has been made from your account but was induced by the fraud of a person involved in the BPAY scheme.	The person responsible for the fraud should refund the amount of the BPAY payment to you. If they don't, you must bear the loss unless another person involved in the BPAY scheme knew of the fraud or would have detected it with reasonable diligence (in which case that person should refund the amount of the BPAY payment to you).
A BPAY payment has been made from your account and your account has been debited with the amount of the BPAY payment but the amount was not in line with your instructions.	We will credit the amount of the BPAY payment to your account. However, if you were responsible for a mistake resulting in the BPAY payment and we cannot recover the amount credited to your account from the person who received it within 20 banking days of trying to do so, you must pay us that amount.

If you tell us that a BPAY payment from your account was unauthorised, you must give us your written consent addressed to the biller who the payment went to. The written consent needs to detail:

- your consent to us obtaining information from the biller about you, your account with the biller and the BPAY payment; and
- your customer reference number with the biller; and
- any other information we reasonably require in order to investigate the problem.

If you do not do this, the biller might not be allowed to give us the information we need in order to fully investigate the problem.

Except where a BPAY payment is a mistaken payment, an unauthorised payment or a fraudulent payment, BPAY payment instructions 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.

Cancellation or suspension regarding the BPAY scheme

We will tell you if we are no longer a member of the BPAY scheme.

We may suspend your right to participate in the BPAY scheme at any time if you or someone on your behalf is suspected of acting fraudulently or if we think your continued use of the BPAY scheme is likely to cause loss to you or us. Where doing so is to manage a material or immediate risk, we do not have to give you notice before suspending your right to participate in the BPAY scheme and nor will we be responsible for any losses because we suspend your right or do not do so even though we could have, except to the extent that any loss is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

Privacy

If you use the BPAY scheme or you instruct us to make a BPAY payment, you agree that we can disclose information to billers, to BPAY Pty Ltd (which administers the BPAY scheme), to Cardlink Services (which provides the electronic systems used in operating the BPAY scheme) and their agents. If that is not done, it will not be possible for you to make BPAY payments or use the BPAY scheme.

The information that we can disclose is:

- whatever personal information about you (such as your name, email address and the fact that you are a member of ours) needs to be disclosed so you can use the BPAY scheme; and
- whatever transactional information is necessary to process your BPAY payments and your use of the BPAY scheme; and
- updated information if any of the information we have previously disclosed about you changes.

You can request access to your personal information held by BPAY Pty Ltd by contacting their Privacy Officer by phone on 02 8252 0500 or email at info@BPAY.com.au.

You can request access to your personal information held by Cardlink Services by contacting their Privacy Officer by mail at Cnr Park Rd and South Pde, Auburn, NSW, 2144 or by phone on 02 9646 9222 or email at privacy@cardlink.com.au.

19. Sweeps

You can request a sweep by giving us recognised instructions.

By setting up a sweep, you can nominate up to 6 other Heritage accounts. The other Heritage accounts need to be:

- Accounts for which sweeps are an available transaction method;
- under the same member number as your account; or
- under another member number if the member concerned gives authority for the sweep in a way we find satisfactory.

If a sweep has been set up and:

- a card transaction undertaken as a 'credit' purchase is presented on your account; and
- the difference between your account balance and the credit limit specified in your credit contract is not enough to honour the transaction; and
- there are enough available funds in one or more of the other Heritage accounts under the sweep to honour the transaction, pay the fee for the sweep and keep the other account or accounts within balance terms, we can take the necessary funds, to honour the transaction, from one or more of the other Heritage accounts and honour the transaction.

The **available funds** in an account are:

- if the account relates to a credit facility (like the accounts covered by this Guide) – the difference between the available credit under the facility and all amounts debited or to be debited to the account; or
- if the account is a deposit account – the cleared credit balance in the account less the total of all amounts debited or to be debited to the account.

The **balance terms** for an account are:

- if the account relates to a credit facility (like the accounts covered by this Guide) – the requirement that the debit balance of the account not exceed the credit limit under the facility; or
- if the account is a deposit account – the requirement that the account have a credit balance which is at least the minimum operating balance for the account.

20. Security

Cards and security tokens

Cards and security tokens provide access to your account and must be kept secure.

You or the cardholder or token holder must promptly notify us:

- of the loss, theft or unauthorised use of a card or security token relating to your account; or
- if a card or security token is damaged or not working properly; or
- of any situation arising that might reasonably be expected to lead you or the cardholder or token holder to believe that loss, theft or unauthorised use might occur.

If you are registered for any SMS Service you must promptly notify us of the loss or theft of your mobile phone.

The notification to us can be done:

- at a Heritage branch during business hours when the branch is open for business or via Heritage Online; or
- by phoning 1800 076 037 (from within Australia) or +61 7 4694 9139 (from outside Australia) at any time.

You can also cancel your card or mobile phone registration via heritage.com.au.

We may require recognised instructions about the notification.

If you or a cardholder or token holder unreasonably delay giving us the notification, you may be responsible for some of the losses occurring as a result of the delay.

PINs, PANs, OTPs, Heritage Online passwords and token codes

PINs, PANs, OTPs, Heritage Online passwords and token codes issued by security tokens in connection with Heritage Online internet banking (we call all of these codes) which can be used to access your account must be treated as top secret.

You or a cardholder or a token holder to whom we issue a code must:

- if selecting the code, not select a code which someone could easily guess, particularly a code which represents your date of birth or a recognisable part of your name; and
- memorise the code (unless it is a token code); and
- not record or indicate the code on any item that you use to access your account, such as your card or security token, or on any item kept with or near that item; and
- take reasonable steps to disguise the code or prevent unauthorised access to the code if it is recorded on any item kept with or near a related card or security token; and
- not keep the code in a way that makes it liable to loss or theft with a related card or security token; and
- not tell anyone (even Heritage staff or family members) the code; and
- not allow anyone (even Heritage staff or family members) to see you or them entering the code; and
- not act with extreme carelessness in failing to protect the security of the code.

The guidelines above will not determine your liability for any losses resulting from unauthorised electronic transactions. Liability for such payments will be determined in accordance with the ePayments Code. See condition 25 for more information.

You or the cardholder, signatory or token holder must promptly notify us where there has been a breach of the security of a code. The notification to us can be done:

- at a Heritage branch during business hours when the branch is open for business or via Heritage Online; or
- by phoning 1800 076 037 (from within Australia) or +61 7 4694 9139 (from outside Australia) at any time.

You can also cancel your card or mobile phone registration via heritage.com.au.

We may require recognised instructions about the notification.

If you or a cardholder, signatory or token holder unreasonably delay giving us the notification, you may be responsible for some of the losses occurring as a result of the delay.

21. Account management

Dating of transactions

We can give a transaction any effective date we consider appropriate.

We will not give a debit transaction an effective date earlier than when the transaction occurred.

We do not have to give a credit transaction an effective date earlier than when we actually received the amount of the transaction. We will give a credit transaction an effective date as soon as practicable after we actually receive the amount of the transaction.

Adjustments

We can adjust your account, or transactions on your account, in order to correctly reflect the legal rights and obligations between you and Heritage under your account. For example, we can do this to correct an error. We can also make consequential adjustments (such as to interest on your account).

Interest adjustments

We may post interest adjustments to your account in certain circumstances. If an interest adjustment is made by us, then you will see this item listed on your account statement as an Interest Adjustment.

How we treat payments received for reversals of withdrawals

Should a deposit be credited to your account that is for the reversal of a withdrawal that is found to have been unauthorised by you in accordance with Clause 25 Liabilities, we will firstly attempt to match the deposit to the original corresponding transaction such that the transactions will cancel each other out.

If we are unable to match the transactions, then we may allocate the deposit to the outstanding balance of your account in a manner we determine.

How we may provide interest adjustments for reversed withdrawals (processed by Heritage)

A reversal of a withdrawal processed by Heritage will be effective dated to a day in your current Statement Cycle, and this will be printed on your next statement.

We may also credit further interest adjustments to your account where required should there be transactions debited to your account that are subsequently found to have been unauthorised by you in accordance with Clause 25 Liabilities.

How we treat withdrawals debited to your account for a reversal of deposits

Should a withdrawal be debited to your account that is for the reversal of a deposit that was made in error, or otherwise, then you will be liable to repay us the amount of the reversal, and any interest that we would have otherwise accrued had the original transaction not been made. Interest will apply in accordance with Clause 8. Interest.

If the withdrawal is effected dated to a day that occurred prior to the Statement Open Date of your current Statement Cycle for which we are yet to issue you a statement, then we may recalculate interest for the most recent statement.

Should this recalculation result in a higher amount of interest being payable, then we will debit the difference between what we charged, and what we should have charged. This will be listed as an Interest Adjustment on your next statement.

How effective dated deposits contribute to your Closing Balance payable by the Due Date

Any deposit credited to your account with an effective date during or prior to your most recent statement, will contribute to your minimum monthly repayment, and thereby reduce your Closing Balance payable by the Due Date.

However, we will not change a Closing Balance once a statement has been issued, and any arrangement you have established with us will debit the Closing Balance amount as shown on your account statement.

Combining accounts and manual transfer within accounts

In order for us to protect our legitimate business interests and acting reasonably, we can combine the balances of two or more of your accounts held with Heritage and People's Choice Limited (including a Heritage branded or People First Bank branded account not covered by this guide) at any time without telling you first, even if one or more of the accounts are joint accounts. We can, acting reasonably and in order to protect our legitimate business interests, manually transfer amounts and or the balance of your account to another of your accounts held with Heritage and People's Choice Limited (including a Heritage branded or People First Bank branded account not covered by this guide).

If we do, we will notify you as soon as possible afterwards.

You cannot require us to combine or offset accounts.

Freezes and holds on your account

We may place and maintain a freeze on your account, remove any cardholder's card access, or a hold on funds in your account (including some or all of the credit limit), if:

- the law says we can or must; or
- we are aware of a dispute concerning the account or transactions conducted on it; or
- we think you or a cardholder or token holder are or may be exposed to liability or the risk of liability; or

- we have a reasonable belief that another person may have an entitlement to some or all of the funds in the account; or
- we have a reasonable belief that funds in your account were transferred or deposited in error; or
- we have a reasonable cause for suspicion or concern in relation to your account or funds in it; or
- we have reasonable grounds to believe that there is a risk of loss to you or us, or we reasonably consider it necessary to manage any risk.

We will give you notice of such action if it is reasonable to do so.

If we decide to place a freeze or hold on your account, we can:

- block or suspend all transactions; or
- block or suspend types or categories of transactions.

We are not required to place a freeze or hold on your account and you cannot require us to do so, unless the law requires that.

You cannot make a claim against us, and you must satisfy a claim anyone else makes against us, because we:

- place a freeze or hold on your account (or maintain one) or do so in a particular way; or
- did not place a freeze or hold on your account, or do so in a particular way, when we could have; or
- lift a freeze or hold on your account.

If we place a freeze or hold on your account because of a dispute regarding your account, we may lift the freeze or hold if we are given recognised instructions by you and by any other party to the dispute about the operation of the account.

Anti-money laundering and counter-terrorism financing

Under anti-money laundering and counter-terrorism financing laws (called **AML/CTF laws**), such as the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* in Australia), we may be required to:

- collect information about you; and
- disclose information relating to you or your account to Australian and overseas regulators and others; and
- stop, prohibit, delay, block or freeze some transactions; and
- close your account or deal with it in a way required by the AML/CTF laws; and
- take other actions required by the AML/CTF laws.

You promise us that you will not breach any AML/CTF laws in relation to your account, and nor will any cardholder or token holder.

You agree that if we think that the AML/CTF laws require us to take an action regarding you or your account:

- we can take that action (regardless of anything else in the credit contract); and
- you cannot recover from us any loss or expense resulting from our doing so.

You also agree that if anything that you or a cardholder or token holder do in relation to your account exposes us to a liability under AML/CTF laws, you will satisfy that liability.

Death or incapacitation

We will remove each cardholder and signatory (and their ability to make transactions on your account) if we are notified that you have died or become mentally incapacitated.

22. Memberships in dispute

If you are not a single individual (for example, if your account is a joint account or is held in the name of a company or other organisation), we may activate our memberships in dispute process if:

- you have a joint account and one of you tell us that there is a dispute between two or more of you by completing our Membership Freeze Request Form; or
- your account is held in the name of a company or other organisation and an officeholder of the organisation or a signatory tells us that there is a dispute by completing our Membership Freeze Request Form; or
- we decide, acting reasonably, for other reasons that the membership in dispute process should be activated with or without the Membership Freeze Request Form being completed (that may include for example, a request being made verbally or us becoming aware of a dispute through any other mechanism).
- If you or a signatory ask us to activate our memberships in dispute process, we will normally require recognised instructions.

If we activate our memberships in dispute process, then for all accounts under your member number:

- we may require written authorisation from all parties to the dispute or a court order before agreeing to any change to the method of operation; and
- debit transactions on your account (both in relation to funds presently in your account and also in relation to funds subsequently deposited) will require written authorisation from all parties to the dispute, except as noted in the proviso in the Membership Freeze Request Form; and
- we may give written notification to the members and any signatories that your account has been frozen and how this affects the operation of the account; and
- we may cancel all cards attached to your account (but manual card transactions can still be debited to your account); and
- we may cancel the ability for you or a signatory to transfer funds or make BPAY payments through Heritage Online and Heritage Access Line; and
- we may dishonour any direct debit transactions on your account (and we may charge dishonour fees); and

- we may dishonour any periodic payment on your account, including those for internal loan repayments, (and we may charge dishonour fee); and
- we will cancel any current instructions authorising a signatory; and
- we can modify the operation of your account in other ways; and
- you will still be liable for transactions on your account; and
- we can cancel the application of the memberships in dispute process to the accounts under your member number at any time afterwards.

You cannot make a claim against us, and you must satisfy a claim anyone else makes against us, because we:

- activate our memberships in dispute process or do it in a particular way; or
- allow or honour a debit transaction on your account after our memberships in dispute process is activated; or
- cancel the application of the memberships in dispute process under your member number.

except to the extent that the claim relates to loss caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

23. Resolving Complaints

Your complaint matters

If you are unhappy with your Heritage experience and would like to make a complaint, there are a number of ways to let us know:

- Visit your nearest branch and talk to our staff
- Phone us on 1800 797 799 (free call)
- Email us at complaints@heritage.com.au
- Write to us at Reply Paid 190, Toowoomba QLD 4350
- Go to heritage.com.au/complaints to submit online

What happens when you make a complaint?

- We will acknowledge your complaint promptly, either verbally or in writing, and do our best to resolve it straight away.
- We aim to resolve all complaints within 21 days, especially if it involves financial hardship, a default notice or notice to postpone enforcement proceedings. However in some cases it may take up to 30 days.
- Your complaint may take a little longer to assess if we need more information or if your complaint is complex.
- In all cases, we'll keep you updated on the progress.
- If we can't resolve your complaint within 5 business days our final response will be provided in writing.

- We may refer your complaint to our Complaints Resolution Team who will work with you to provide an outcome. If this happens, we'll let you know and give you the direct contact details for the staff member who will be managing your complaint.

Accessibility

Heritage can provide you with information about how we manage complaints in alternative formats and languages upon request.

If you have a hearing or speech impairment, you can access additional support through the National Relay Service on 1300 555 727. Heritage also offers a free interpreter service for our members.

The Australian Financial Complaints Authority (AFCA)

If you are not satisfied with our response, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides free and independent financial services complaint resolution and can be contacted on:

Website: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678 (free call)

Mail: GPO Box 3, Melbourne VIC 3001

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

24. Terminating the credit contract

Termination by you

You can terminate the credit contract at any time by:

- paying out the account balance plus accrued interest and fees and charges; and
- asking us to close your account by giving us recognised instructions.

When you ask us to close your account, you must also:

- return to us each card issued on your account; and
- meet any other requirements set out elsewhere in the credit contract.

We can terminate your account upon request by you. You can make the request to us at a Heritage branch or online via Heritage Online.

We will endeavour to make contact with you as soon as possible once a request has been submitted. At this time, we will discuss with you all actions required by you to finalise your account with us.

In some circumstances, we may not be able to complete an online request without you attending your local Heritage branch, signing further documentation or by us contacting each of you if the

account is a joint account. For example, if we are unable to identify all account signatories.

Termination by us

Your account is an 'on demand' facility'. This means that, for the purpose of our legitimate interests and subject to giving you reasonable notice (which may include no notice where there is a material or immediate risk):

- the total amount outstanding under the credit contract is repayable at any time on demand by Heritage; and
- there is no agreement, arrangement or understanding between you and Heritage that repayment will only be demanded on the occurrence or non-occurrence of a particular event; and
- we can terminate the credit contract and demand repayment at any time in accordance with the credit contract.

If we terminate the credit contract, the account balance plus accrued interest and fees and charges is payable by you to us when we demand it. A statement of account is one way we can demand payment.

If you have a business account, we will give you at least 3 months' notice if we decide to terminate your credit contract. This does not apply if you are in default of the credit contract.

For all other accounts, and unless there is a material or immediate risk, we will give you at least 14 days' advance notice before terminating your credit contract. This does not apply if you are in default of the credit contract. We will notify you at the last valid address you have given us (e.g. street address or email address) or by other legally permissible means.

You are in default under the credit contract if:

a) you do not pay any amount due under the credit contract when it is due for payment (for example, a minimum repayment is not made by the Due Date);

b) your account balance exceeds the credit limit;

c) you breach any of your obligations under the credit contract;

d) you use your account for an unlawful purpose or a purpose not approved by us; or

e) you give us incorrect or misleading information in a material respect in connection with the credit contract before or after you enter into the credit contract.

If you are in default, Heritage may give you a notice stating that you are in default stating, among other things, that you will have at least 30 days to remedy the default that you will have at least 30 days to remedy the default or, if your account is a business account and the default is under paragraphs (b) to (e) stated in the paragraph above, 3 months to remedy the default.

If your account is a business account and despite the notice period referred to in the preceding paragraph, unless our right to do so is stayed by a provision of the Corporations Act relating to voluntary administration, and notwithstanding a notice Heritage has already given you, we may give less than the notice specified in those paragraphs, or no notice if:

- you or a guarantor goes into bankruptcy or voluntary administration;
- we have required you to make early repayment, or taken enforcement proceedings under a separate financing arrangement you have with us;
- it becomes unlawful for you or us to continue with the facility;
- enforcement proceedings are taken against you or a guarantor by another creditor, and we reasonably consider that this is likely to have a material impact on your ability to meet your financial obligations to us;
- you deal with your assets in breach of your loan or security documents without our consent, and we reasonably consider that this is likely to have a material impact on your ability to meet your financial obligations to us; or
- you have breached the law, and we reasonably consider that this is likely to have a material impact on your ability to meet your financial obligations.

Subject to the remaining provisions of this clause, if you do not, or cannot, correct the default within the period given in the default notice, or required by law, then at the end of that period and without further notice to you:

- we may cancel all cards issued to all cardholders and close your account;
- any outstanding balance of your account (including amounts which you become liable to pay under the credit contract and which are yet to be debited to your account) will become immediately due for payment (to the extent not already due for payment); and
- we may sue for that amount and exercise our rights under this credit contract and at law.

We will only act on a default under paragraphs (b) to (e) stated in the paragraph above if:

- the event by its nature is material; or
- we reasonably consider that the event has had, or is likely to have, a materially adverse impact on:
  - the ability of you to meet your financial obligations to us (or our ability to assess this);
  - our legal or reputation risk in the case of an event of the kind in paragraphs (d) and (e),

and you have not remedied that default within the applicable period referred to in the notice you are given stating you are in default.

If we are required by law to first give you notice to remedy your default, you will be deemed to have failed to remedy the default specified in the notice if, at the end of the time allowed by the notice, you have remedied that default but have committed another of the same type.

If we believe, on reasonable grounds, that we were induced by fraud on your part to enter into this credit contract, or we have made reasonable attempts to locate you but without success, we need not give you a default notice as described above before taking the actions specified above.

If an obligation to pay us an amount becomes merged in a court order or judgment, you must

pay interest on that amount as a separate obligation. The interest rate to be applied will be the higher, at that time, of the Purchase Transaction Annual Percentage Rate and the rate (if any) otherwise payable under or in respect of the court order of judgment. The interest will accrue daily on the amount from its due date until it is paid at the relevant rate divided by 365. We will debit the account monthly in arrears with the interest accrued up to the end of the day prior to debiting.

You must pay to us all reasonable enforcement expenses incurred by us or our agents in exercising our rights because of your default and we may debit the enforcement expenses to your account. Enforcement expenses include our reasonable internal and external expenses in enforcing our rights under the credit contract. Our internal expenses include but are not limited to our internal lawyers' fees and expenses and internal administration costs. Our external expenses include but are not limited to barristers' fees, lawyers' fees and expenses (on a full indemnity basis), receivers' fees and charges, licensed debt recovery agents' fees and commissions, process servers' fees, enquiry and our other agents' fees and charges.

Effect of termination

If the credit contract is terminated:

- you must cancel any periodical payment attached to your account; and
- you must return to us each card issued on your account; and
- the credit contract continues to apply, as far as it can sensibly be applied; and
- we can either transfer any credit balance in your account to another account (including an account of a type not covered by this Guide) that you have with Heritage, or send you a cheque for the amount of the credit balance, and in either of those cases we have no further liability to you for the credit balance.

After the credit contract has been terminated:

- you are still responsible for transactions as if the credit contract had not been terminated; and
- we can continue to charge interest and fees and charges relating to those transactions as if the credit contract had not been terminated; and
- we may continue to keep your account open for the purpose of processing those transactions, interest, fees and charges (and payments made by you for them).

25. Liabilities

This section applies in addition to, and is separate from, any other processes or rights available through a card scheme's chargeback rules.

Responsibility for certain breaches etc

You and not Heritage are responsible for the consequences, including any resulting loss or expense, if:

- you or a cardholder or token holder use or transact on your account; or
- you or a cardholder or token holder breach the credit contract; or

- you or a cardholder or token holder act negligently or fraudulently; or you or a cardholder or token holder initiate a transaction that is dishonoured, returned or cannot be processed; or
- you or a cardholder or token holder breach any law or legal obligation (including a legal obligation arising under the common law); or
- we exercise our rights under the credit contract or under any law or legal principle (including a legal principle arising under the common law).

If we suffer any loss or expense from any of those things, you agree to satisfy that loss or expense except to the extent that the loss or expense is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

Responsibility for problems including those outside our control

You agree that you and not Heritage are responsible for the consequences, including any resulting loss or expense, if:

- you or a signatory make any error when entering data to identify the payee, account or recipient of a payment or in specifying the amount of the payment; or
- Heritage Online or Heritage Access Line is unavailable or there is a delay or error in the execution of any transaction, instruction or request for information because of the failure of a communication network or ancillary equipment not controlled or provided by Heritage; or
- a transaction is initiated through Heritage Online or Heritage Access Line, over the counter or in some other way we process the transaction by reference only to the BSB and account number entered by you or provided to us and it later turns out that either of those details was wrong; or
- there is a failure or error in your own hardware (including computer equipment or a telephone) or software used to access the service; or
- there is a corruption of data or error to or with your hardware (including computer equipment or a telephone).

If we suffer any loss or expense from any of those things, you agree to satisfy that loss or expense except to the extent that the loss or expense is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

Liability for malfunctions

Heritage is responsible to you for loss caused by a failure of Heritage's electronic funds transfer system or equipment to complete a transaction accepted by the system or equipment.

However, if you or a signatory, cardholder or token holder should have been aware at the time of the transaction that the system or equipment was unavailable for use or malfunctioning, our liability will be limited to correcting any errors in your account and refunding any fees and charges imposed as a result.

ePayments Code

The ePayments Code sets out rules that govern electronic transactions that are initiated using electronic equipment and do not involve a manual signature for authorisation. The electronic transactions that are covered by the ePayments Code include:

- ATM and EFTPOS transactions; and
- Transactions conducted on Heritage Online or Heritage Access Line; and
- BPAY payments (BPAY payments are not mistaken internet payments covered by the ePayments Code).

In respect of accounts that are not **business accounts**, we warrant that we comply with the ePayments Code wherever that code applies.

Your responsibility for an unauthorised transaction will be limited if the ePayments Code applies – see **Responsibility for unauthorised transactions** in this condition 25.

The process described in this clause 25 relating to mistaken internet payments will also apply – see **Mistaken internet payments** in this condition 25.

Responsibility for unauthorised transactions

An **unauthorised transaction** is a transaction which is not authorised by you or a cardholder or signatory.

Therefore, a transaction carried out by you or a cardholder or signatory or with your or a cardholder's or signatory's knowledge and consent is not an unauthorised transaction.

Heritage will treat any transaction carried out by a cardholder or signatory as authorised by you unless, before the transaction, you have instructed us to cancel that cardholder's or signatory's right to transact on your account and any card held by them is destroyed.

Business accounts

If you have a business account, you will be responsible for any unauthorised transaction if you or a cardholder or signatory caused or contributed to the unauthorised transaction occurring by:

- breaking any of these terms and conditions about cards or codes; or
- carelessness or negligence; or
- breaking any rules for the security of cards or codes that we have issued to you or the cardholder or signatory concerned.

You will not be responsible to the extent that the unauthorised transaction is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

All other accounts

If you have an account which is not a business account, your liability to us for any unauthorised transaction will be determined according to the ePayments Code. Generally, your liability will be limited according to the following table **except that** we will not hold you liable for losses for an amount greater than your liability if we exercised any rights we had under the rules of a card scheme (e.g. Visa) at the time the report was made, against other parties to the scheme (for example, charge-back rights).

Circumstances	How your liability is limited
Loss arising from an unauthorised transaction if the cause of the loss is fraud or negligence by our employee or agent, a third party involved in networking arrangements, or a merchant or their employee or agent	You have no liability for the loss
Loss arising from an unauthorised transaction if the cause of the loss is a card, security token, identifier or code which is forged, faulty, expired or cancelled	You have no liability for the loss
Loss arising from an unauthorised transaction if the cause of the loss is a transaction requiring the use of a card (or a security token) and/or a code that occurred before you received the card (or the security token) and/or code (including a reissued card/security token and/or code)	You have no liability for the loss
Loss arising from an unauthorised transaction if the cause of the loss is a transaction being incorrectly debited more than once to the same account	You have no liability for the loss
Loss arising from an unauthorised transaction if the cause of the loss is an unauthorised transaction performed after we have been informed that a card (or security token) has been misused, lost or stolen, or the security of a code has been breached	You have no liability for the loss
Loss arising from an unauthorised transaction that can be made using an identifier without a card, security token or code	You have no liability for the loss
Loss arising from an unauthorised transaction that can be made using a card (or security token) without a code	Liability is limited to the actual losses that occur before the loss, theft or misuse of a card (or a security token) and you have unreasonably delayed reporting the loss or theft of the card (or the security token) to us
Losses arising from an unauthorised transaction where it is clear that you, a cardholder or a signatory have not contributed to those losses	You have no liability for the losses

If we can prove on the balance of probability that you, a cardholder or a signatory contributed to the loss:

- through fraud; or
- by voluntarily disclosing any code; or
- by writing or recording any code on a card or security token; or
- where a card (or security token) is also needed to perform a transaction, by keeping a record of any code on anything carried with a card (or a security token) or on anything liable to loss or theft simultaneously with a card (or a security token), unless you make a reasonable attempt to protect the security of the code; or
- where a code (or a security token) is not needed to perform a transaction, keep a written record of all codes required to perform transactions on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of the codes; or
- by unreasonably delaying reporting of the misuse, loss or theft of the card or security token or that the security of a code had been breached; or
- where more than one (1) code is required to a perform a transaction and we prove that you, a cardholder or a signatory breached the security of a code for one (1) or more codes, but not all of the required codes, and 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

You have no liability for the losses incurred on any account that we had not agreed could be accessed using the card (or security token) or identifier and/or code used to perform the transaction, otherwise your liability is limited to the least of:

- the actual losses that occur before the loss, theft or misuse of a card (or a security token) or breach of security of a code is reported to us; or
- the balance of your account including any pre-arranged credit; or
- the maximum amount that you or the cardholder or signatory would have been entitled to access over the relevant period before the notification to us, calculated by multiplying any daily (or any other period) transaction limit by the number of days on (or other periods during) which there was unauthorised use.

If we can prove on the balance of probability that you, a cardholder or a signatory contributed to the loss by unreasonably delaying reporting of the misuse, loss or theft of the card or security token or that the security of a code had been breached	You have no liability for the losses incurred on any account that we had not agreed could be accessed using the card (or security token) or identifier and/or code used to perform the transaction, otherwise your liability is limited to the least of: • the actual losses that occur between when you, a cardholder or a signatory became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen card (or security token) and when the security compromise was reported to us; or • the balance of your account including any pre-arranged credit; or • the maximum amount that you or the cardholder or signatory would have been entitled to access over the relevant period before the notification to us, calculated by multiplying any daily (or any other period) transaction limit by the number of days on (or other periods during) which there was unauthorised use.
Losses arising from unauthorised transactions that occur because you, a cardholder or a signatory contributed to losses by leaving a card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM (e.g. ATMs that capture cards which are not removed or which require a user to swipe and then remove a card before commencing the transaction)	You are liable for all losses

A ***reasonable attempt*** to protect the security of a code record includes making any reasonable attempt to disguise the code within the record, or prevent unauthorised access to the code record, including by:

- hiding or disguising the code record among other records;
- hiding or disguising the code record in a place where a code record would not be expected to be found;
- keeping a record of the code in a securely locked container;
- preventing unauthorised access to an electronically stored record of the code record.

Mistaken internet payments

If you report to us that an inter-bank transfer made by you was a mistaken internet payment, the following will apply:

- We will investigate whether a mistaken internet payment has occurred within 5 business days of receiving your report.
- If you report the mistake within 10 business days of making the payment, and there are sufficient credit funds available in the account of the unintended recipient, and both we and the other financial institution (at which the relevant account to which the mistaken internet payment was made is held) 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 a request. We will then return the funds to you as soon as practicable.
- If you report the mistaken payment between 10 business days and 7 months of making the payment, and there are sufficient credit funds available in the account of the unintended recipient and we are satisfied that a mistaken internet payment has occurred, the other financial institution must complete its investigation within 10 business days of receiving a request. If, after completing its investigation, the other financial institution is satisfied that a mistaken internet payment occurred, it must prevent the unintended recipient from withdrawing the funds mistakenly paid for 10 further business days. The other financial institution must notify the unintended recipient that it will withdraw funds in the amount of the mistaken internet payment if the unintended recipient does not establish that they are entitled to the funds within 10 business days. If the unintended recipient does not establish that they are entitled to the funds within 10 business days, the other financial institution must return the funds to us within a further 2 business days. We will then return the funds to you as soon as practicable.
- If you report a mistaken internet payment after 7 months of making the payment, and there are sufficient credit funds available in the account of the unintended recipient, and both we and the other financial institution are satisfied that a mistaken internet payment occurred, the other financial institution must seek the consent of the unintended recipient to return the funds mistakenly paid. If the unintended recipient consents to the return of funds, the other financial institution must return the funds to us. We will then return the funds to you as soon as practicable.

- If you report the mistaken internet payment and we are satisfied that a mistaken internet payment occurred but the other financial institution is not satisfied that a mistaken internet payment occurred 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 mistakenly paid. If the unintended recipient consents to the return of the funds, the other financial institution must return the funds to us and we will return the funds to you as soon as practicable.
- If you report the mistaken internet payment and both we and the other financial institution are satisfied that a mistaken internet payment occurred but there are not sufficient credit funds available in the account of the unintended recipient to the full value of the mistaken internet payment, the other financial institution must exercise discretion based on an appropriate weighting of your interests and that of the unintended recipient and the information reasonably available to the other financial institution about the circumstances, in determining whether the other financial institution should pursue the return of funds to the total value of the mistaken internet payment, pursue the return of funds representing only a partial amount of the total value of the mistaken internet payment, or not pursue any return of funds (whether partial or total). If the other financial institution determines it is necessary to pursue the return of funds to the total value of the mistaken internet payment, it must use its reasonable endeavours to retrieve the funds from the unintended recipient for return to you (for example, by facilitating repayment of the funds by the unintended recipient by instalments).
- If you report the mistaken internet payment and we are not satisfied that a mistaken internet payment occurred, we will not take any further action and you will be liable for the loss arising from the mistaken internet payment.
- We will inform you of the outcome of a reported mistaken internet payment and details on how you may complain about how we have dealt with your report of the mistaken internet payment, in writing within 30 business days of the day on which the report is made
- The above conditions apply in reverse to the extent you receive funds from another person and are not the intended recipient.
- Telegraphic transfers, BPAY payments and PayTo payments are not mistaken internet payments covered by the ePayments Code.

Some limits on our liability

Except as described in this condition 25, we are not liable for any consequential loss you suffer as a result of having an account or using any service related to your account (such as the payment services and access methods in this Guide), unless resulting from a malfunction of Heritage's electronic funds transfer system or equipment.

Also, if we are liable under a law for breaching a condition or warranty imposed by the law in relation to financial services that are not ordinarily acquired for personal, domestic or household use, our liability for the breach of the condition or warranty is limited to supply the services

again or paying the cost of having the services supplied again (whichever we choose).

However, we will not rely on either of those principles if to do so would be inconsistent with an applicable provision of a law or of an industry code (such as the ePayments Code) to which we subscribe.

When can our rights be exercised?

We can exercise our rights under the credit contract or under any law or legal principle (including a legal principle arising under the common law) whenever we choose.

We will not be prevented from exercising those rights, nor will we have to wait to exercise those rights or exercise them in any particular way, just because:

- we have not exercised the rights before, even though we could have; or
- we have waited before exercising the rights; or
- we have exercised the rights differently before.

26. Changes to credit contract

There may be times when Heritage needs to make changes to your credit contract. When Heritage makes changes, we will always act fairly and honestly towards you. If Heritage is required to give you notice of a change, it will be provided in writing. You will receive notice personally, or by publication in a major daily newspaper, or, if permitted by law, publication in a manner that results in the notice being accessible to the public and reasonably prominent, such as on our website. The period of notice Heritage will provide is set out in the table below.

Where permitted by law, Heritage may give you a notice period that is shorter than set out in the table below, or no notice, of an unfavourable change if Heritage reasonably considers urgent action is necessary to avoid or reduce a material increase in our credit, security, regulatory or reputational risk or an immediate or material financial risk.

You may choose to terminate this credit contract early due to a change made by Heritage under this clause. If you do so, then you must give Heritage reasonable notice and repay the balance of the Facility. Heritage will not charge you any fees to discharge this credit contract.

The changes Heritage may make, and how Heritage will notify you of these changes, is set out in the table below:

Type of change		Notice of change
Interest rates	Increasing an annual percentage rate	No later than the day the change takes effect
	Decreasing an annual percentage rate	Before, or with, your next statement
	Changing the method of calculating interest, or frequency of crediting or debiting interest	45 days
	Changing the existing, or introducing a new, default rate of interest	45 days, or where Heritage reasonably consider that the change is not adverse to you, Heritage will notify you in writing before, or with, your next statement
Repayments	Changing the method of calculating repayments, or the number or frequency of repayments, or the time for making repayments	45 days, or where Heritage reasonably consider that the change is not adverse to you, Heritage will notify you in writing before, or with, your next statement
	Changing the method of calculating the minimum repayment amount	45 days, or where Heritage reasonably consider that the change is not adverse to you, Heritage will notify you in writing before, or with, your next statement
Credit fees or charges	Increasing the amount of any fee or charge or adding a new fee or charge	45 days
	Decreasing or removing a fee or charge	Before, or with, your next statement
	Changing the method of calculating, or the time or frequency of payment, of any fee or charge	45 days, or where Heritage reasonably consider that the change is not adverse to you, Heritage will notify you in writing before, or with, your next statement

Electronic Payment Changes	Increasing your liability for losses relating to EFT transactions	At least 45 days before the change takes effect, we will give advance notice of the change
	Imposing, removing or adjusting a daily or periodic transaction limit relating to EFT methods	
Government fees and charges	Adding a new fee or charge set by the government changing an existing fee or charge set by the government	No later than the day on which the change takes effect, unless: • Heritage reasonably consider that the change is not adverse to you, in which case we will notify you no later than in or with your next statement; or • it is publicised by the government, in which case we do not need to notify you

Other changes	In addition to Heritage's ability to make the changes outlined above, we can change any term of your credit contract: • if we reasonably consider that the change is not adverse to you • to comply with any law, standard, regulator guidance, decision of a court or ombudsman • if we consider it reasonably necessary to manage our regulatory, credit, security, reputational or financial risk • if we consider it reasonably necessary to reflect current industry or market products or conditions • if the change is administrative or minor, or to correct a mistake, inconsistency, ambiguity or omission • if the change reflects changes to our business or technological systems • to introduce a new service or feature, or to modify or remove a service or feature • if a product or service has been discontinued, to provide you with a product or service which is substantially similar to the discontinued product or service • to protect us or any other person from the risk of fraud or illegal activity • if the change is otherwise reasonably necessary to protect our legitimate interests	45 days, or where we reasonably consider that the change is not adverse to you, Heritage will notify you in writing before, or with, your next statement

27. Security for your obligations

If your account is a personal Visa account, your obligations under the credit contract are secured by any mortgage, guarantee or other security which secures those obligations according to its terms and:

- is specified elsewhere in the credit contract; or
- is granted to us after the credit contract is entered into.

28. Other matters

National Credit Code

If the National Credit Code applies in relation to the credit contract and a provision in the credit contract is invalid under the National Credit Code:

- the provision is to be read in any available way that means it is still effective but is not made invalid by the National Credit Code; or
- if that cannot be done, the credit contract applies as if the invalid provision was not in it.

Industry codes

We warrant to comply with the ePayments Code and the Customer Owned Banking Code of Practice in our dealings with you:

- from the date we become a subscriber to each of those codes; and
- to the extent that each of those codes applies in relation to our dealings with you.

Privacy

Heritage has a privacy policy which is available in brochure format or can be accessed on our website at heritage.com.au by clicking on the 'Privacy Policy' link at the bottom of the page. Heritage also has a Privacy Commitment and Privacy Acknowledgment and Consent which you will receive a copy of as part of a credit application.

By becoming a member of Heritage and opening an account, you consent to the collection, use, disclosure and handling of your personal information as contemplated by Heritage's Privacy Policy, Privacy Commitment and Privacy Acknowledgment and Consent.

Your legal relationship with Heritage

These terms and conditions do not exclusively govern your legal relationship with Heritage.

The following table tells you how other things governing your legal relationship with Heritage interact with these terms and conditions.

Item	How it interacts with these terms and conditions
Laws	If a law makes anything in these terms and conditions invalid or ineffective, the law overrides these terms and conditions to that effect.
ePayments Code or other industry code	If Heritage or you have a right or obligation under the ePayments Code or another industry code adopted by Heritage, it overrides anything inconsistent in these terms and conditions.
Constitution	If Heritage or you have a right or obligation under the Constitution, it overrides anything inconsistent in these terms and conditions.
Common law	If Heritage has a right or you have an obligation under the common law, that right or obligation applies unless these terms and conditions have excluded or modified it.

How we will communicate with you

We can send letters, circulars, account statements and other written material to you:

- at a postal, residential or business address that we have recorded for you; or
- at a postal, residential or business address that we believe is then your current postal, residential or business address; or
- by fax to a fax number that you have given us to send faxes to you; or
- by electronic notification to any electronic address, electronic equipment or device you have provided the details of to Heritage or by being made available for retrieval from our website by electronic communication (if the use of this method is restricted by law or by the ePayments Code, we will only use this method we follow any applicable requirements).

Change of address and other details

You must promptly tell us, by giving us recognised instructions, if there is a change in your or a cardholder's or token holder's:

- postal, residential or business address; or
- phone number or fax number; or
- name; or
- signature.

If you tell us about a change in your or a cardholder's or token holder's name or signature:

- we can require the provision of evidence to substantiate the change; and
- we will only recognise the change if we are satisfied by that evidence and the law allows us to; and
- if we do recognise the change, we may do so in a way that affects all accounts operated under the member number for you or the cardholder or token holder as well as under all

other accounts for which you or they are a signatory or cardholder or token holder.

Powers of attorney

If you appoint an attorney under a power of attorney, we may deal with the attorney for you. Before we do so, we will usually require you or the attorney to provide a certified copy of the power of attorney and we may also require further evidence to satisfy us that the power of attorney is valid and is in force. We will also require the attorney to satisfy our identification procedures. We do not have to deal with your attorney.

No offset

You cannot offset the balance of your account against the balance of any other account you have with Heritage (including one of a type not covered in this Guide) unless you have a right granted at law which cannot be excluded by agreement.

Likewise, you cannot offset the balance of another account you have with Heritage (including one of a type not covered in this Guide) against the balance of your account unless you have a right granted at law which cannot be excluded by agreement.

Trust accounts

If you hold your account as a trustee, you promise us that in entering into the credit contract and transacting on the account (and in authorising cardholders) you:

- have the power to do those things, as well as to bind yourself to these terms and conditions; and
- do so for the benefit of the trust and any beneficiaries of the trust.

Non-personal accounts

A **non-personal account** is an account in the name of a company, association, partnership, business name, club or other name that is not the name of an individual or the names of two or more individuals.

If you have a non-personal account:

- you will be bound by the acts of your officials according to the following table; and
- we can treat your official or your officials (acting together, if there are more than one) at any time as having your authority to give us recognised instructions, and generally to deal with us, regarding your account.

If you are...	Your officials are...
a company	the directors of the company according to: • a search of the records of the Australian Securities & Investments Commission; or • other evidence that we consider sufficient

someone who has opened your account under a business name	the person or persons carrying on business under that business name according to: • a search of the records of the relevant register of business names; or • other evidence that we consider sufficient
an incorporated association	the members of the management committee of the incorporated association according to: • a search of the records of the Office of Fair Trading (if the association is incorporated in Queensland) or the equivalent office (if the association is incorporated elsewhere); or • other evidence that we consider sufficient
an unincorporated association	the members of the management committee of the unincorporated association according to evidence that we consider sufficient

Dealing with your account

You cannot transfer your account to anyone else.

If you have a personal Visa account, we can transfer, and otherwise deal with, our rights and obligations regarding your account including our rights and obligations under the credit contract, without your consent. We will notify you in writing as soon as reasonably practicable if it is reasonable to do so. If we do, references to us in the credit contract will be read as references to the person to whom we transferred, or in whose favour we otherwise dealt with, our rights and obligations regarding your account. You then have and may exercise the same rights under these terms and conditions against that person.

Joint Accounts

Before we accept you as a joint account holder, we will provide you with general information on your liability to pay the account balance plus accrued interest and fees and charges.

If no credit has been provided or relied upon by any joint account holder, one of you may (with or without another joint account holder's consent) give us a written notice to terminate your liability.

If credit has been provided, you may (with or without the consent of any joint account holder) give us a written notice to terminate your liability for future financial accommodation. However, this right only applies where we have the right in these circumstances to terminate any obligation to provide further credit to another borrower under the same credit facility.

We will comply with a request by any joint account holder:

- to change the account approval so that all joint account holders must approve any future withdrawals, or
- if the account is in credit, to suspend the joint account to allow you and the other joint account holder/s time to reach agreement about dispersal of the account funds.

Changing the account approval may change the ways you can transact on your account (for example, you may not be able to transact with a card or online). It may not prevent future withdrawals that occur due to existing direct debit or recurring payment arrangements.

This paragraph does not, for example, apply to an account in a single name but with multiple signatories (e.g. a company account where directors are co-signatories on behalf of the company).

If you die

This credit contract will not be affected by your death. If you die, this credit contract may be enforced against your estate.

Replacement documents

We will charge a reasonable fee, reflecting our costs, for providing a replacement copy of a document we are required to provide you on your request. We may waive this fee if we are satisfied that your circumstances warrant this.

29. Confirmation of Payee service

The Confirmation of Payee service is an industry initiative that enables a person making a payment to an account with an Australian financial institution using the account's BSB and account number to confirm the account name of the account.

We will use reasonable endeavours to ensure your account details are accurately recorded by us for use of the Confirmation of Payee service.

You authorise and consent to:

- us using and disclosing your account details through the Confirmation of Payee service;
- payers' financial institutions using and disclosing your account details for the purposes of the Confirmation of Payee service and prior to making payments to you; and
- your account details being disclosed, stored and used in connection with the Confirmation of Payee service.

We will act consistently with our obligations under any laws, industry rules, regulations and procedures that apply to the Confirmation of Payee service.

Opt-out requests

You may request that we withhold from sharing your account details through the Confirmation of Payee service for an account (opt-out request) by contacting us.

Even if we accept your request to opt-out of the Confirmation of Payee service, you acknowledge and authorise us to confirm, disclose, store and use your account details through the Confirmation of Payee service to government agencies for the purposes of government agencies making payments to you.

Information Statement

The information statement set out below is applicable to you only if your account is a personal Visa account.

FORM 5
paragraph 16(1)(b) of the Code
regulation 70 of the Regulations

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 your credit provider and, if you still have concerns, the Australian Financial Complaints Authority (AFCA) 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 precontractual statement, and this document, must be given to you before

- your contract is entered into; or
- you make an offer to enter into the contract;

whichever happens first.

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

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

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 pay out figure?

You can write to your credit provider at any time and ask for a statement of the pay out 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 by your credit provider.
- you get 45 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 the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted by:

Email: info@afca.org.au

Mail: Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001

Telephone: 1800 931 678

Online: www.afca.org.au

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 http://www.asic.gov.au.

General.

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

Get in touch with your credit provider promptly. 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 reduce payments
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

11. 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 AFCA scheme that your credit provider belongs to. Further details about this scheme are set out below in question 13.

12. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you cannot 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.

13. 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 COMPLAINTS WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME.
IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED by telephone: 1800 931 678, email: info@afca.org.au or by post: GPO Box 3 Melbourne VIC 3001.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

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