VISA

Conditions of Use Visa Debit

As Issued by Indue Ltd and distributed by Columbus Capital Pty Limited ABN 51 119 531 252 trading as Origin Mortgage Management Services (OMMS)

(Valid from 9 November 2022)

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1. BEFORE YOU USE YOUR VISA CARD

1.1. Please read these Conditions of Use. They apply to:

(a) all transactions initiated by you through an Electronic Banking Terminal by the combined use of your Visa Card and a Personal Identification Number (**PIN**) or signature; and

(b) all other transactions (including telephone, internet, Visa payWave and transactions made through the use of Digital Wallet) effected with the use of your Visa Card or Visa Card Number.

1.2. Your Visa Card (and any replacement or additional cards) is linked to your mortgage loan account (Linked Account). These conditions of use should be read in conjunction with the terms and conditions that relate to your mortgage loan account including those terms relating to electronic access to your Linked Account.

1.3. **On activating or first using your Visa Card (whichever is earlier), you are agreeing to abide by these Conditions of Use.** If activation is required, it may still be possible for your Visa Card to be used prior to activation. For example, this may occur when your Visa Card is used to purchase goods or services for an amount which is below the approved Floor Limit. The Available Funds in your Linked Account will be reduced by the amount of any transaction that is made in these circumstances.

1.4. These Conditions of Use:

(a) are issued to you by Indue Limited ABN 97 087 822 464 ("Indue") and distributed by Columbus Capital Pty Limited ABN 51 119 531 252, trading as Origin Mortgage Management Services, herein referred to as "**OMMS**", and/or through its wholly

owned subsidiaries Granite Home Loans Pty Ltd; Homestar Finance Pty Ltd and their approved agents; and apply to you and any Additional Cardholder; and

(b) Your Visa Card is issued to you by Indue at the request of OMMS.

Indue is a member of Visa and is responsible for effecting settlement of all transactions that arise as a result of the use of your Visa Card or Visa Card Number. OMMS manages (on behalf of the Lender)your Linked Account to which you may obtain access by use of your Visa Card.

1.5. If these Conditions of Use are not clear to you, contact Indue or OMMS **BEFORE** using your Visa Card or alternatively seek independent advice from your accountant or lawyer.

1.6. Information on the current fees and charges that apply in relation to the use of your Visa Card are available in the Schedule of Fees and Charges at the end of these Conditions of Use.

1.7. Words that are capitalised are defined in section 46 below.

2. IMPORTANT POINTS TO REMEMBER TO SAFEGUARD YOUR ACCOUNT

2.1. If you fail to properly safeguard your Visa Card or PIN, you may increase your liability for unauthorised use (refer to section 32 below for a list of circumstances where you may be held liable for an unauthorised transaction). It is therefore strongly recommended that you:

(a) sign your Visa Card immediately when you receive it;
(b) memorise your PIN and never store it with or near your Visa Card;
(c) never write your PIN on your Visa Card;
(d) never lend your Visa Card to anyone;

(e) never tell anyone your PIN or let anyone see it, including any family member or friend;
(f) don't choose a PIN that is easily identified with you, e.g., your birth date, an alphabetical code which is a recognisable part of your name or your car registration;
(g) don't choose a PIN that is merely a group of repeated numbers;
(h) try to prevent anyone else seeing you enter your PIN into an "Electronic Banking Terminal"
(i) never leave your Visa Card unattended, for e.g., in your car or at work;
(j) immediately report the loss, theft or unauthorised use of your Visa Card to the **VISA CARD 24hr EMERGENCY HOTLINE on Free Call – 1800 621 199**;
(k) If your store your Visa Card in a Digital Wallet and your lose your mobile device immediately report the loss, theft or unauthorised use of your mobile device to the **VISA CARD 24hr EMERGENCY HOTLINE on Free Call – 1800 621 199**;
(l) keep a record of the **VISA CARD 24hr EMERGENCY HOTLINE** telephone number with your usual list of emergency telephone numbers;
(m) examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and
(n) for security reasons, on the expiry date, destroy your Visa Card by cutting it diagonally in half (including cutting in half any chip on your Visa Card).

3. INTRODUCTION

3.1. These Conditions of Use apply to:
(a) your use of your Visa Card when used in conjunction with a PIN, in an Electronic Banking Terminal;

(b) use of your Visa Card to purchase goods or services where a PIN is not required; and

(c) use of your Visa Card or Visa Card Number in a way acceptable to Indue and OMMS (for example, to make a transaction over the telephone, internet or with your Digital Wallet).

3.2. At your request, OMMS may attach other services to the Visa Card. Any additional services that you request to be attached to your Visa Card will be advised to you in writing.

3.3. You will be required to activate your Visa Card before being able to use your Visa Card. To activate your Visa Card, please contact OMMS on 1300 767 063 and follow the prompts.

If you do not agree with the terms of these Conditions of Use, do not Activate your Visa Card

3.4. Instead, return all Visa Cards to OMMS (cut it in half for your protection, including cutting in half any chip on your Visa Card).

4. SIGNING YOUR VISA CARD

4.1. You agree to sign your Visa Card as soon as you receive it and before using it, as a means of preventing unauthorised use.

5. REPORTING THE LOSS OR THEFT OF YOUR VISA CARD

5.1. If you believe your Visa Card or PIN record has been lost or stolen, or your PIN has become known to someone else, or if your Visa Card is stored in a Digital Wallet and your mobile phone has been lost or stolen, or the codes to open your Eligible Device have become known to someone else, you should **IMMEDIATELY** report this by contacting:

(a) DURING NORMAL BUSINESS HOURS

Origin Mortgage Management Services
Local call – 1300 767 063

(b) OUTSIDE NORMAL BUSINESS HOURS

Visa CARD 24hr EMERGENCY
HOTLINE

Free Call - 1800 621 199

5.2. **If the loss, theft or misuse occurs OUTSIDE AUSTRALIA you must notify a financial institution displaying the Visa logo and you must also then confirm the loss, theft or misuse of your Visa Card with OMMS by telephone or priority paid mail as soon as possible**.

5.3. **If you contact the Visa Card 24hr Emergency Hotline:**

(a) you will be given a reference number which you should retain as evidence of the date and time of your report; and

(b) you should advise OMMS, as soon as you can, that you have made a report to the Visa Card 24hr Emergency Hotline.

5.4. If for any reason any of the above methods of notification is unavailable, any losses occurring due to your inability to notify OMMS using one of the above methods will be the liability of Indue and OMMS. To avoid further losses, you are required to continue to try to provide notification by using one of the methods referred to above. Providing you continue to try and use reasonable endeavours having regard to your own individual circumstances to notify OMMS or the Visa Card 24hr Emergency Hotline, Indue and OMMS will continue to be liable for any loss occurring as a result of any unauthorised use of your Visa Card.

5.5. If your Visa Card is reported as lost or stolen, Indue will arrange for OMMS to issue to you a replacement Visa Card. You must give OMMS a reasonable time to arrange cancellation and the issue of a replacement Visa Card.

5.6. As your Lender has appointed OMMS as manager to manage your Linked Account and arranged for OMMS to provide the Visa Card to you (on behalf of Indue as the Visa Card issuer), you should not contact the Lender regarding any aspect of your Linked Account or the Visa Card as this is managed by OMMS.

6. USING YOUR VISA CARD

6.1. Your Visa Card is generally accepted anywhere the Visa logo is displayed in Australia or overseas. OMMS, on behalf of Indue, will advise you:

(a) what transactions your Visa Card will enable you to perform at an Electronic Banking Terminal;

(b) which Electronic Banking Terminal networks you may use; and

(c) what mail, internet or telephone transactions you may carry out with your Visa Card by quoting your Visa Card Number or through the use of your Digital Wallet.

6.2. You accept that:

(a) not all Electronic Banking Terminals from which cash can be withdrawn will always contain cash; and

(b) any cash dispensed at any Electronic Banking Terminal is at risk once it becomes visible or available for you to collect.

6.3. Any transaction made by you at an Electronic Banking Terminal cannot be cancelled, altered or changed by you.

6.4. You may only use your Visa Card to perform transactions on your Linked Account in accordance with these Conditions of Use.

6.5. In the first instance, your Linked Account will be debited (which will reduce the Available Funds of your Linked Account) with the value of all transactions carried out:

(a) by the use of your Visa Card at an Electronic Banking Terminal;

(b) by the use of your Visa Card Number (for example, using your Visa Card Number to conduct a telephone or internet transaction); or

(c) when your Visa Card is presented to a merchant (or someone else on behalf of a merchant) in a way acceptable to Indue and OMMS.

6.6. If the Linked Account is in the name of more than one person (referred to as a joint account), then you and the joint account holder will be jointly and severally liable (subject to your rights under these Conditions of Use) for all transactions carried out by using yours or the joint account holder's Visa Card or Visa Card Number. This means that:

(a) your joint account holder will be liable to Indue, OMMS and the Lender (subject to your rights under these Conditions of Use) for all transactions that are carried out by use of your Visa Card or Visa Card Number; and

(b) if applicable, you will be liable to Indue, OMMS and the Lender (subject to your rights under these Conditions of Use) for all transactions that are carried out by use of the joint account holder's Visa Card or Visa Card Number.

6.7. To facilitate the processing of transaction information, your Visa Card details and transaction details may be processed by Visa in

countries other than Australia. By using your Visa Card, you agree that information regarding any transactions may be processed outside of Australia.

6.8. If your Visa Card is payWave enabled, then it may be possible for your Visa Card to be used to pay for transactions that are under $100.00 by using the Visa payWave functionality at Visa payWave participating merchants. Before authorising a Visa payWave transaction by waving your Visa Card over the merchant's enabled Visa payWave terminal, you must check that the correct amount is displayed on the Visa payWave terminal. If your transaction exceeds $100.00, you will be required to either sign or enter your PIN.

6.9. Your Visa Card will be registered with Visa Secure. Visa Secure is a program designed to authenticate online transactions. This means that when you use your Visa Card online to make a purchase at a Visa Secure Participating Merchant, your identity may need to be validated if the relevant transaction is deemed to be high risk. In certain circumstances, if your transaction is deemed to be very high risk, the transaction will be declined. If you are unable to validate your identity, your Visa Card may be suspended. For assistance in these circumstances or to learn how your Visa Card may be unsuspended, please contact OMMS during its normal business hours (refer to OMMS's website at www.originmms.com.au for details of OMMS's normal business hours).

7. LIMITATIONS OF YOUR VISA CARD

7.1. You should always check with the relevant merchant that it will accept your Visa Card before purchasing any goods or services. Neither Indue, OMMS nor the Lender warrants or accept any responsibility for:

(a) any Electronic Banking Terminal refusing to accept your Visa Card; or
(b) any goods or services purchased with your Visa Card.

7.2. You must not use your Visa Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia and/or the laws of the location where the Visa Card is used or where the goods or services are provided. Should your Visa Card be used for unlawful purposes, your Visa Card may be suspended or cancelled and you may be restricted from accessing any Available Funds from your Linked Account.

7.3. It is an offence under Australian law to conduct transactions on an account which may lead to an actual or attempted evasion of a taxation law, or an offence under any other Commonwealth or Territory law. Where Indue or OMMS has reasonable grounds to suspect that such transaction(s) have occurred on your Linked Account, Indue or OMMS (as the case may be) is obliged to report such suspicion to the Australian Transaction Reports and Analysis Centre.

7.4. Fraudulent transactions can arise from use of your Visa Card or Visa Card Number. Where you advise OMMS or Indue that a transaction that has been debited to your Linked Account is fraudulent, unauthorised or disputed, OMMS or Indue (as the case may be) will investigate and review that transaction in accordance with section 34 of these Conditions of Use.

7.5. To the extent permitted by law, neither Indue, OMMS nor the Lender are responsible in the event that you have a dispute regarding the goods or services purchased using your Visa Card. In the first instance, you should contact the merchant directly. If you cannot resolve the dispute with the merchant, OMMS and Indue

have the ability in certain circumstances to investigate disputed transactions on your behalf (refer to section 34 below for a list of circumstances when OMMS and Indue can investigate disputed transactions) and attempt to obtain a refund for you.

8. USING YOUR VISA CARD OUTSIDE AUSTRALIA

8.1. All transactions conducted overseas will be converted into Australian dollars. Transactions will either be converted directly into Australian dollars or will be first converted from the currency in which the transaction was made into US dollars and then converted to Australian dollars by Visa. The conversion rate used is either:

(a) a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable processing date, which may vary from the rate Visa receives; or

(b) the government-mandated rate in effect for the applicable processing date.

8.2. A currency conversion fee will be payable by you when you make a transaction on your Visa Card in a currency other than Australian dollars, or you make a transaction on your Visa Card or make a cash withdrawal (for e.g., withdrawal at an ATM) in any currency (including AUD) that is processed by a card scheme or financial institution or billed by the merchant outside of Australia. It may not always be clear, particularly when purchasing online, that the merchant, financial institution or card scheme processing is located outside of Australia.

8.3. Note: Refunds in currencies other than Australian dollars are converted to Australian dollars as at the date they are processed by

Visa using exchange rates determined by them. This may lead to the refund being converted using an exchange rate different from the one used to convert the original purchase. The converted Australian dollar amount appears on the Visa Card transaction history as the transaction amount.

8.4. The currency conversion fee charged is a percentage of the value of each overseas transaction effected by you. This fee will be debited to your Linked Account and will appear on your account statement. Please refer to your Schedule of Fees and Charges at the end of these Conditions of Use for the applicable amount of the currency conversion fee that applies as at the date you receive these Conditions of Use.

8.5. The currency conversion fee may change. Any change to this fee will be notified to you in accordance with section 39, unless the change reduces the amount of the fee.

9. TRANSACTION LIMITS

9.1. You agree that you will NOT use your Visa Card to:

(a) overdraw the balance in your Linked Account; or

(b) exceed the unused portion of any credit limit provided to you under any pre-arranged credit facility with OMMS and/or the Lender.

9.2. OMMS, as the manager of the Linked Account (and on behalf of Indue as the Visa Card issuer):

(a) may set temporary or permanent limits on the minimum and maximum amounts that you may withdraw from your Linked Account on any one day through the Electronic Banking Terminal; and

(b) will advise you of any daily transaction limits that apply at the time of your application of your Visa Card.

9.3. Where a temporary minimum or maximum limit is imposed, OMMS will use reasonable endeavours to notify you that it has imposed a temporary transaction limit. A temporary maximum transaction limit will usually be imposed in circumstances where transactions appear to be suspicious or fraudulent. Where a new permanent minimum or maximum transaction limit is imposed, OMMS will inform you of this change in accordance with the requirements set out in section 41 of these Conditions of Use.

9.4. **Merchants offering eftpos facilities have the right to impose conditions on the use of such facilities. This can include imposing their own transaction limits or restrictions on the amount of cash or value that you may obtain using your Visa Card.**

10. AUTHORISATIONS AND PROCESSING OF TRANSACTIONS

10.1. Certain transactions that you make using your Visa Card may need to be authorised by OMMS and Indue before they can proceed. In these circumstances, prior to the transaction being completed, the relevant merchant's financial institution will obtain authorisation from OMMS and Indue for the transaction to be processed. Once authorisation is obtained, it will reduce the amount of Available Funds in your Linked Account. If circumstances occur where authorisation is obtained by OMMS and Indue but the relevant transaction is not completed, your Available Funds in your Linked Account may be reduced for a period of time.

10.2. Transactions will not necessarily be processed to your Linked Account on the same day they occur. The date that you conduct the transaction is referred to as the transaction date. Some transactions will be processed after the transaction date. This is usually due to the relevant merchant's financial institution not processing the relevant transaction on the transaction date.

10.3. OMMS and Indue have the right to refuse authorisation for you to effect a transaction if:
(a) OMMS or Indue has restricted access to your Linked Account in accordance with section 30 of these Conditions of Use;
(b) in accordance with section 32 of these Conditions of Use, OMMS or Indue believes on reasonable grounds that the transaction is fraudulent or suspicious; or
(c) the transaction will result in you overdrawing the Available Funds in your Linked Account.

11. DIGITAL WALLETS

11.1. You may enrol your Visa Card into an eligible Digital Wallet. The term Digital Wallet includes the payment functionality provided by the Wallet Providers, the Card provisioning functionality, and display of transaction history. Indue will determine, in its sole discretion, which Visa Cards may be eligible for use through a Digital Wallet and Indue reserves the right to decline any enrolment of a Visa Card to a Digital Wallet service where Indue reasonably considers it necessary or prudent to do so, without the need to give you any reason.

11.2. Use of a Digital Wallet is at your discretion. You are not obliged to use a Digital Wallet in connection with any of your Visa Cards.

11.3. You acknowledge that your use of a Digital Wallet is subject to any terms and conditions

specified by the Wallet Providers, none of which will change or override these Terms and Conditions.

11.4. A Visa Card enrolled into a Digital Wallet enables a Cardholder to purchase goods and services with an Eligible Device at:
(a) near field communication ("**NFC**") enabled merchants; and
(b) an online merchant (whether in-app or through website), who accepts payments from a Digital Wallet service.

11.5. Digital Wallet services allow you to use your Eligible Device to access and use your Visa Card to make purchases in place of presenting or using your physical Visa Card. Some Electronic Banking Terminals may require you to enter your PIN.

12. ENROLLING YOUR CARD

12.1. To add your Visa Card to a Digital Wallet, you must register your Card through the relevant Digital Wallet service. Your enrolment will be declined if the Card is not eligible for this service, you failed the authentication process, or if your Visa Card or your Linked Account is not in good standing or conducted in a proper or satisfactory manner as determined by OMMS in its absolute discretion, which OMMS shall exercise reasonably. Your Visa Card, in digital form stored in the Digital Wallet remains the property of Indue at all times.

13. ACCEPTABLE USE OF PASSCODES AND BIOMETRIC IDENTIFIERS

13.1. If your Visa Card is enrolled in a Digital Wallet you are responsible for ensuring that:
(a) only your Biometric Identifier is registered on the Eligible Device (and no other person's Biometric Identifier is

registered);

(b) the Digital Wallet is not shared with anyone and is used only by you;

(c) you keep your passcode secure in the same way as a Cardholder would a banking password or PIN secure, including by:

(i) not sharing it with anyone;

(ii) not carrying a record of it within an Eligible Device or with anything capable of being stolen along with an Eligible Device (unless a reasonable effort is made to protect the security of it);

(iii) not choosing an easily guessable passcode such as your date of birth or a recognisable part of your name; and

(iv) not acting with extreme carelessness in failing to protect the security of the passcode;

(d) you keep the Eligible Device safe and secure (including by locking it when not in use or when it is unattended and by installing up-to-date anti-virus software on it);

(e) you must take all steps and prevent any fraud, loss or theft in respect of the Eligible Device or any Visa Card in connection with the use of Digital Wallet; and

(f) you remove any Cards from your Eligible Device before disposing of the Eligible Device.

13.2. If you:

(a) let any other person's Biometric Identifier be registered on your Eligible Device;

(b) share your passcode with any other person; or

(c) register a Biometric Identifier on your Eligible Device in circumstances where you are aware that another person is or

may be able to use their biometric information to access the Eligible Device, you are taken to have authorised that person to transact on your account using the relevant Digital Wallet. This means that any Digital Wallet transaction initiated by that person using the passcode or Biometric Identifier will be authorised by you, you will be responsible and liable for those transactions, and these Conditions of Use which deal with unauthorised transactions will not apply. You understand and acknowledge that this can result in significant loss or liability to you.

14. LOST, STOLEN OR COMPROMISED DEVICES

14.1. Please call the **VISA CARD 24hr EMERGENCY HOTLINE on 1800 6211 99** if:

(a) your Eligible Device is lost or stolen, personal identification number or other passcode is compromised or used or your Visa Card has been used through your Digital Wallet without your permission,

(b) your Eligible Device mobile service is suddenly disconnected without your permission (which may indicate your Eligible Device and/or your Visa Card(s) enrolled in a Digital Wallet has/have been subject to unauthorised use or access); or

(c) you suspect a security breach in relation to your Eligible Device or Digital Wallet or that an unauthorised person has used your passcode, PIN or your other credentials to access your Digital Wallet.

14.2. If you fail to notify us without delay, you may be liable for part or all of the losses in connection with any unauthorised use of your Visa Card in

connection with a Digital Wallet as set out in section 34.

15. TRANSACTION HISTORY DISPLAYED IN A DIGITAL WALLET

15.1. The transaction history displayed in a Digital Wallet in connection with the use of your Visa Card solely represents OMMS's authorisation of your Digital Wallet transactions using that particular Eligible Device. It does not reflect any post-authorisation activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks.

15.2. Accordingly, the purchase amount, currency, and other details for your Digital Wallet transaction history in connection with use of your Visa Card in a Digital Wallet may not match the transaction amount that is ultimately cleared, settled, and posted to your Linked Account. If there is any inconsistency between your Linked Account statement and transaction history displayed in your Digital Wallet, your Linked Account statement, subject to the correction of any error OMMS reasonably determines to exist, shall prevail, and you will remain liable to OMMS for the amounts set out on your Link Account statements.

16. FEES & CHARGES FOR USING DIGITAL WALLET

16.1. OMMS does not currently impose a fee for using your Visa Card through a Digital Wallet but Indue and OMMS reserve their right to impose a fee at their discretion in the future, subject to notifying you in accordance with section 41 of these Conditions of Use.

16.2. Your telecommunications carrier or provider may impose web-enablement, data usage or text messaging fees or other charges for your

use of a Digital Wallet. You are responsible for payment of all fees and charges imposed by your telecommunications carrier or provider.

17. NOTIFICATIONS

17.1. As a condition of using your Visa Card in connection with Digital Wallet Service, you acknowledge and consent to us sending notifications and/or text messages to the registered Eligible Device which may or may not be the same device as your mobile phone number on record with OMMS. If at any time you revoke this consent, OMMS may suspend or cancel your ability to use your Visa Card in connection with a Digital Wallet.

18. MODIFYING ELIGIBLE DEVICES

18.1 Devices modified contrary to the software or hardware guidelines of a manufacturer, including by disabling hardware or software controls, (commonly referred to as "jail breaking"), are not Eligible Devices. You acknowledge and agree that the use of a modified device to use your Visa Card in connection with Digital Wallet Service is expressly prohibited, constitutes a violation of these Conditions of Use, and is grounds for Indue or OMMS to deny your access to your Visa Cards through a Digital Wallet. Neither Indue nor OMMS. will accept any liability for any losses that you may incur as a result of us denying you access to your Visa Cards through a Digital Wallet in these circumstances.

18.2 Indue and OMMS have the right to suspend or cancel your ability to use your Visa Card in connection with a Digital Wallet at any time either Indue or OMMS consider it reasonably necessary or prudent to do so and need not give you any prior notice or reason for doing so.

19. IMPOSING LIMITS

19.1 OMMS may impose a limit on any daily and/or individual transaction amount(s) in respect of your use of your Visa Card through a Digital Wallet. The limit will be such amount(s) as determined by OMMS and notified to you from time to time.

20. REMOVAL OR YOUR CARD FROM A DIGITAL WALLET

20.1 If you no longer wish to use your Visa Card through a Digital Wallet, you can remove your Card from the relevant Digital Wallet by following the instructions from the Digital Wallet Provider. Removal of your Visa Card from a Digital Wallet will not terminate your Visa Card in its plastic card form unless you also choose to terminate the plastic card form in accordance with section 30 of these Conditions of Use.

21. AUTHORISATION TO COLLECT AND SHARE DATA

21.1 You acknowledge that:

(a) the relevant Digital Wallet Provider as well as its sub-contractors, agents, and affiliates; and

(b) Visa and its affiliates as well as sub-contractors, agents, and affiliates of all associated payment networks, will have access to certain details of your transactions made by the use of your Visa Card through a Digital Wallet.

21.2 The purpose of sharing your data is to:

(a) perform their obligations under this Digital Wallet arrangement;

(b) provide you with relevant transaction data;

(c) detect and address fraud;

(d) comply with applicable laws and regulations;
(e) respond to inquiries made pursuant to court orders or by regulators;
(f) manage, make product enhancement to, and/or promote the use of the Digital Wallet; and
(g) create business and/or technical performance reporting.

21.3 You acknowledge that the use, storage and disclosure of any personal information provided by you directly to the Digital Wallet provider, Visa, or other third parties supporting the relevant Digital Wallet, will be governed by the privacy policy of each relevant party.

22. MERCHANT RELATIONSHIPS AND DISCLAIMERS

22.1 From time to time, merchants may present to you certain discounts, rebates or other benefits (e.g., free shipping) ("**Offer**s") if payment is effected through a Digital Wallet. These Offers are subject to certain terms and conditions between you and the relevant merchant and may be subject to change at any time without notice to you. Neither Indue nor OMMS will be liable for any loss or damage you or any third party suffer as a result of any interaction between you and a merchant with respect to any Offers.

22.2 To the extent permitted by law and these Conditions of Use, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. Neither Indue nor OMMS are responsible for the goods and services you acquire through the use of a Digital Wallet. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or merchants of those

goods or services. In certain circumstances you may have chargeback rights that may entitle you to a refund. Refer to section 35 for more information in respect of your chargeback rights.

22.3 Indue and Columbus do not endorse or recommend the merchants or their products and services that are accessible through a Digital Wallet or the Offers that they provide.

22.4 This section is subject to your rights under the Australian Consumer Law and nothing in these Conditions of Use is intended to limit any rights you may have under those laws.

23. CHANGES TO PARTICIPATION IN A DIGITAL WALLET SERVICE

23.1 To the extent permitted by law, at any time where Indue or OMMS reasonably consider it appropriate or necessary to do so either Indue or OMMS may:

(a) terminate your use of Visa Card in connection with a Digital Wallet;
(b) modify or suspend the type or dollar amounts of transactions allowed using your Visa Card in connection with a Digital Wallet;
(c) change the eligibility of a Visa Card for use with a Digital Wallet; and/or
(d) change the Visa Card authentication process.

23.2 If Indue or OMMS has cancelled or suspended your Visa Card in accordance with these Conditions of Use, you will not be allowed to use it through your Eligible Device. Please note that this is the case even though you may still see a symbol for the Card on your Eligible Device.

24. INTELLECTUAL PROPERTY

24.1 All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights in a Digital Wallet (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by the Mobile Wallet Providers, Indue, OMMS, their licensors, or third parties.

24.2 Nothing in these Conditions of Use gives you any rights in respect of any intellectual property owned by a Mobile Wallet Provider, Indue, OMMS, their licensors, or third parties and you acknowledge that you do not acquire any ownership rights by adding your Visa Card to, or using your Visa Card in connection with, a Digital Wallet.

25. DISCLAIMER OF WARRANTY FOR DIGITAL WALLET SERVICES

25.1 Digital Wallets are provided by Mobile Wallet Providers. You acknowledge and agree that from time to time, your use of your Visa Card in connection with a relevant Digital Wallet service may be delayed, interrupted or disrupted for an unknown period of time for reasons neither Indue nor OMMS can control. Indue, OMMS and their affiliates will not be liable for any claim arising from or related to your use of your Visa Card through a Digital Wallet service due to a delay, interruption, disruption or similar failure that is beyond Indue's or OMMS's reasonable control.

25.2 You acknowledge that Indue and OMMS are not parties to the terms and conditions for a Digital Wallet service between you and a Mobile Wallet Provider, and Indue and OMMS do not own and are not responsible for the relevant Digital Wallet service. Indue and OMMS do not provide

any warranty in respect of a Digital Wallet service.

25.3 Indue and OMMS are not responsible for performance, maintenance or other support services in respect of a Digital Wallet service and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to a Digital Wallet service, including, without limitation, any third party product liability claims, claims that a Digital Wallet service fails to conform to any applicable legal or regulatory requirement, claims arising under the Australian Consumer Law or similar legislation, and claims with respect to intellectual property infringement unless arising directly from Indue's or OMMS's mistake, negligence, fraud or wilful misconduct (including those of their employees, officers, agents and contractors). Any inquiries or complaints relating to the use of a Digital Wallet, including those pertaining to Intellectual Property Rights, must be directed to the Mobile Wallet Provider in the first instance.

25.4 Indue and OMMS do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device. You are responsible for the selection of an Eligible Device and for all issues relating to the operation, performance and costs associated with such Eligible Device.

26. REPRESENTATION AND WARRANTY

26.1 You represent and warrant to us that:

(a) the name identified by you when you registered your Visa Card to be added to Digital Wallet Service is your name;

(b) all Cards you add to a Digital Wallet is or are, your Visa Card;

(c) you and all transactions initiated by you or using any of your Visa Cards added to a Digital Wallet Service will comply with

all laws, rules, and regulations applicable to you, including any applicable tax laws and regulations;

(d) you have the authority to authorise the receipt of notices, calls and text messages from us at the phone number you provide;

(e) you will not use any of your Visa Cards through a Digital Wallet for any fraudulent undertaking or in any manner so as to interfere with the operation of Digital Wallet;

(f) you will not permit any use of your Visa Card through Digital Wallet by any third party; and

(g) your use of your Visa Card in connection with Digital Wallet will comply with these Conditions of Use.

27. VISA DIRECT

27.1 Visa Direct enables cardholders to send and receive money to other Visa cardholders via the Visa payment network, in a manner that is similar to how a merchant is able to refund a payment to your Visa Card and Linked Account. Indue does not provide Visa Direct services, other than clearing and settlement of Visa Direct transactions to your Linked Account initiated by your use of your Visa Card with merchants and other participants in the Visa payment network.

27.2 All Visa Direct transactions will be processed in accordance with the Visa Scheme Rules and these Conditions of Use. Indue and OMMS do not currently prescribe any limits or fees on Visa Direct transactions, other than those prescribed by Visa. Indue and OMMS reserve their rights to implement limits and additional fees in future, where they reasonably consider it necessary to do so. Any changes will be notified to you in accordance with section 41.

27.3 You acknowledge that Indue and OMMS are not

parties to the terms and conditions upon which you agree to send or receive a Visa Direct transaction. Indue and OMMS do not provide any warranty in respect of a Visa Direct payment service provided to you by a third-party provider.

27.4 Indue and OMMS are not responsible for the performance, maintenance or other support services in respect of a Visa Direct payment service other than in respect of the clearing and settlement of Visa Direct Transaction in accordance with the Visa Scheme Rules to your Linked Account and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to a Visa Direct service, including, without limitation, any third party product liability claims, claims that a Visa Direct payment service fails to conform to any applicable legal or regulatory requirement, claims arising under the Australian Consumer Law or similar legislation, and claims with respect to intellectual property infringement unless arising directly from Indue's or OMMS's mistake, negligence, fraud or wilful misconduct (including those of their employees, officers, agents and contractors). Any inquiries or complaints relating to the use of a Visa Direct payment service, including those pertaining to Intellectual Property Rights, should be directed to the Visa Direct payment service provider in the first instance.

27.5 In certain circumstances you may have chargeback rights that may entitle you to a refund. Refer to section 35 for more information in respect of your chargeback rights.

27.6 This section 27 is subject to your rights under the Australian Consumer Law and nothing in these Conditions of Use is intended to limit any rights you may have under those laws.

28. ADDITIONAL CARDS

28.1 You may apply to OMMS to request that an additional Visa Card be given to your nominee (referred to as an **Additional Cardholder**). OMMS is not obliged to grant any additional Visa Cards. OMMS and Indue are required to comply with all laws governing the issuing of debit cards (including identification and verification of any additional cardholders in accordance with the AML Legislation).

28.2 When an additional Visa Card is issued at your request:

(a) you agree that you will provide the Additional Cardholder with a copy of these Conditions of Use and any updates made to these Conditions of Use from time to time that are communicated to you;

(b) you will be liable (subject to your rights under these Conditions of Use) for all transactions carried out by use of the additional Visa Card. Fraudulent or unauthorised transactions can occur on debit cards. Where you (or your Additional Cardholder) advise OMMS or Indue that a transaction that has occurred on your Visa Card or your Additional Cardholder's Visa Card is fraudulent, unauthorised or disputed, OMMS or Indue (as the case may be) will investigate and review that transaction in accordance with section 34 below;

(c) you authorise OMMS and Indue to give to any Additional Cardholder information about your accounts for the purposes of their use of the additional Visa Card. You also authorise OMMS and Indue to act on the instructions of the Additional Cardholder in relation to their use of their additional Visa Card, except to the extent that any such instructions relate to the termination of your accounts or the

replacement of an additional Visa Card following cancellation of that Visa Card by you; and

(d) you can cancel the additional Visa Card at any time by:

(i) cutting it in half diagonally (including cutting in half any chip) and either returning the pieces to OMMS and requesting the additional Visa Card be cancelled or by informing OMMS that you have destroyed the additional Visa Card and disposed of the pieces securely; and

(ii) ensuring the Additional Cardholder has removed the additional Visa Card from their Digital Wallet.

28.3 You must write to OMMS confirming cancellation of the additional Visa Card. If you cannot destroy the additional Visa Card or ensure its removal from a Digital Wallet you should contact OMMS by telephone and request that OMMS place a "*stop*" on your Linked Account.

28.4 If an Additional Cardholder does not comply with these Conditions of Use then you will be in breach of these Conditions of Use.

29. RENEWAL OF YOUR VISA CARD

29.1 Indue will arrange for OMMS to forward to you and your Additional Cardholder a replacement Visa Card before the expiry date of your current Visa Card or additional Visa Card, provided that you are not otherwise in default under these Conditions of Use. If you store your Visa Card in a Digital Wallet, you will need to enrol your replacement Visa Card into your Digital Wallet and remove the expired Visa Card from the Digital Wallet.

29.2 If you do not require a replacement Visa Card, either for yourself or your Additional Cardholder, you must notify OMMS before the expiration date of your current Visa Card. You must give OMMS a reasonable time to arrange cancellation of the issue of a replacement Visa Card.

29.3 Indue may arrange for OMMS to issue a new Visa Card to you or your Additional Cardholder at any time. All reissued cards are subject to these Conditions of Use. Indue will typically do this in circumstances where it or OMMS considers that the security of your Visa Card or PIN may have been compromised or where Indue is required to issue new cards to all its cardholders as a result of any payment scheme rule changes. In these circumstances, you will not be charged any replacement card fee.

30. CANCELLATION AND RETURN OF YOUR VISA CARD

30.1 The Visa Card always remains the property of Indue.

30.2 Indue or OMMS (on behalf of Indue as the Visa Card issuer) may cancel your Visa Card and demand the return of the Visa Card issued to you and your Additional Cardholder at any time without prior notice:

(a) for security reasons where your Visa Card has been or is reasonably suspected to have been compromised and such compromise has been caused directly by you, an Additional Cardholder or any other third party as a result of your conduct;

(b) the Linked Account has been overdrawn, or you have exceeded the Available Limit;

(c) if you breach these Conditions of Use or the terms and conditions of the Linked Account and you fail to remedy that

default within 14 days after receiving a written notice from OMMS or Indue requesting you to remedy the default;

(d) if your Linked Account is closed or is inactive;

(e) if, without the agreement of OMMS, you alter the authorities governing the use of your Linked Account; or

(f) Indue or OMMS believe that the use of the Visa Card may cause loss to the account holder, Indue, OMMS or the Lender.

30.3 Indue or OMMS (on behalf of Indue as the Visa Card issuer) may also capture your Visa Card at any Electronic Banking Terminal.

30.4 While in these circumstances you may not be notified prior to the cancellation of your Visa Card, either Indue or OMMS will use reasonable endeavours to notify you following cancellation of your Visa Card.

30.5 Indue or OMMS may also cancel your Visa Card and demand the return of the Visa Card issued to you and your Additional Cardholder at any time on giving you not less than one months' written notice.

30.6 **You may cancel your Visa Card or your Additional Cardholder's Visa Card at any time by giving OMMS written notice.** In these circumstances you must either return all Visa Cards to OMMS (cut in half for your protection, including cutting in half any chip on your Visa Card) or confirm by telephone that all Visa Cards have been destroyed and that you have disposed of the pieces securely. You must then write to OMMS to confirm cancellation of your Visa Cards.

30.7 You and/or any Additional Cardholders may be restricted or prevented from accessing any

available funds from your Linked Account by using a Visa Card in circumstances where:

(a) there is a default of these Conditions of Use; and

(b) Indue or OMMS has notified you of this default and advised you that restrictions will be placed on access to your Linked Account through use of your Visa Card if you do not rectify the relevant default in accordance with the timeframes set out in the notice that has been provided to you.

30.8 Indue or OMMS, where possible, will provide you with at least seven (7) days' notice of its intention to restrict the ability for you to access any available funds from your Linked Account by using your Visa Card.

31. CONDITIONS AFTER CANCELLATION OR EXPIRY OF YOUR VISA CARD

31.1 You must not use your Visa Card or allow your Additional Cardholder to use his or her additional Visa Card:

(a) after it has been cancelled or restricted; or

(b) after the expiry date shown on the face of the Visa Card.

31.2 In some circumstances, your Visa Card may be used for purchases which are below Floor Limits and where no electronic approval is required. If you or an Additional Cardholder uses your Visa Card after it has been cancelled or restricted, you will be liable to Indue, OMMS and the Lender (as the case may be) for the value of any transaction as well as any reasonable costs incurred your Indue, OMMS and/or the Lender (as the case may be) in collecting the amount owing. This section 33 survives termination of these Conditions of Use, expiry of your Visa Card and the closing of the

Linked Account.

32. YOUR LIABILITY IN CASE YOUR VISA CARD IS LOST OR STOLEN OR IN THE CASE OF UNAUTHORISED USE

32.1 You are not liable for any loss arising from unauthorised use of your Visa Card:

(a) where the losses are caused by the fraudulent or negligent conduct of:
  (i) Indue or OMMS;
  (ii) employees or agents of Indue or OMMS;
  (iii) companies involved in networking arrangements;
  (iv) merchants or agents or employees of merchants;
  (v) after you have reported it lost or stolen;
  (vi) if you did not contribute to any unauthorised use of your Visa Card; or
  (vii) if the unauthorised transaction was made using your Visa Card information without use of your actual Visa Card or PIN.

(b) before you have actually received your Visa Card and PIN and acknowledged receipt of your Visa Card and PIN to OMMS;

(c) subject to section 32, where the losses relate to any component of your Visa Card or PIN being forged, faulty, expired or cancelled;

(d) where the losses are caused by the same transaction being incorrectly debited more than once to your Linked Account;

32.2 For the purpose of section 32.1 (b), there is a presumption that you did not receive your Visa Card unless Indue or OMMS can prove that you did.

32.3 For the purpose of section 32.1(a)(vii), OMMS (on behalf of Indue) will undertake an assessment to consider whether you have contributed to any loss caused by unauthorised use of your Visa Card. This assessment will include a review of whether you:

(a) voluntarily disclosed your PIN to anyone, including a family member or friend;

(b) voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal;

(c) wrote or indicated your PIN on your Visa Card on any article carried with your Visa Card or likely to be lost or stolen at the same time as your Visa Card;

(d) allowed anyone else to use your Visa Card;

(e) unreasonably delayed notification of:

(i) your Visa Card or PIN record being lost or stolen;

(ii) unauthorised use of your Visa Card; or

(iii) the fact that someone else knows your PIN; or

(f) in relation to a transaction carried out at an ATM, used an ATM that incorporated reasonable safety standards that mitigated the risk of a card being left in the ATM.

32.4 Where a transaction can be made using your Visa Card but does not require your PIN, you are liable only if you unreasonably delay reporting the loss or theft of your Visa Card.

32.5 If OMMS or Indue can prove on the balance of probability that you have contributed to the unauthorised use of your Visa Card under section 32(1)(a)(vii) your liability will be the lesser of:

(a) the actual loss when less than your Available Funds (including the unused portion of any credit limit provided to you

under any pre-arranged credit facility) with OMMS and/or the Lender;

(b) your Available Funds (including the unused portion of any credit limit provided to you under any pre- arranged credit facility with OMMS and/or the Lender);

(c) an amount calculated by adding the actual losses incurred for each day, up to the current daily withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your Visa Card, up to and including the day you make your report; or

(d) the amount for which you would be held liable if any industry rules, such as Visa's scheme rules, applied (if you wish to find out what industry rules apply to transactions made using your Visa Card, please contact OMMS).

32.6 In assessing your liability under section 32.1:

(a) where your Visa Card has been lost or stolen, the number of days will be calculated by

(b) reference to the day when you should reasonably have become aware that it was lost or stolen; and

(c) the current daily withdrawal limit is the limit applicable at the time of the transaction by reference to the status and/or type of Electronic Banking Terminal at which the transaction occurred.

32.7 Where a PIN was required to perform the unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by the unauthorised use of your Visa Card, your liability will be the lesser of:

(a) $150;

(b) your Available Funds (including the unused portion of any credit limit provided

to you under any pre- arranged credit facility by OMMS and/or the Lender);

(c) the actual loss at the time OMMS is notified of the loss or theft of your Visa Card or mobile device; or

(d) the amount for which you would be held liable if any industry rules, such as Visa's scheme rules, applied (if you wish to find out what industry rules apply to transactions made using your Visa Card, please contact OMMS).

32.8 In assessing your liability under this section 32:

(a) OMMS (on behalf of Indue) will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred;

(b) the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss; and

(c) the use or security of any information required to perform a transaction that you are not required to keep secret (for example, your Visa Card Number and the expiry date on the front of your Visa Card) is not relevant to your liability.

33. VISA ZERO LIABILITY

33.1 In addition to the limits placed on your liability described in section 32 above, Visa's scheme rules provide that Indue and OMMS shall limit your liability to nil.

33.2 In the following circumstances:

(a) it is found that you have not contributed to any loss caused by unauthorised use of your Visa Card following the review described in section 32.3; and

(b) you have provided all reasonably requested documentation to OMMS and Indue, which may include provision of a statutory declaration and police report.

33.3 Where this Visa zero liability section applies, and Indue will endeavour to refund the amount of the unauthorised transaction(s) within five (5) days, subject to:
you having provided all reasonably requested information to OMMS and Indue;
(a) you are not otherwise in default or have breached these Conditions of Use; or
(b) OMMS and Indue not reasonably determining that further investigation is necessary before refunding the amount of the unauthorised transactions based on:
(i) the conduct of the Linked Account;
(ii) the nature and circumstances surrounding the unauthorised transaction(s); and
(iii) any delay in notifying OMMS of the unauthorised transaction(s).

33.4 Any refund is conditional upon the final outcome of OMMS's and Indue's investigation of the matter and may be withdrawn by OMMS or Indue where it considers that this section shall not apply as a result of that investigation. In making any determination in respect of this section, OMMS and Indue will comply with the requirements of section 32 of these Conditions of Use.

34. RESOLVING ERRORS

34.1 If you believe a transaction is wrong or unauthorised or your account statement contains any instances of unauthorised use or errors, you must immediately notify OMMS or the Visa Card 24 Hour Emergency Hotline as explained in section 6.

34.2 As soon possible, you must also provide OMMS the following:
(a) your name and address, account number and Visa Card Number;

(b) details of the transaction or the error you consider is wrong or unauthorised;
(c) a copy of the account statement in which the unauthorised transaction or error first appeared;
(d) the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error;
(e) the names of other users authorised to operate the Linked Account;
(f) details of whether your Visa Card is signed and PIN is secure; and
(g) any other details reasonably required by OMMS.

34.3 Examples of transactions you may wish to dispute include circumstances where:
(a) the transaction is not recognised by you;
(b) you did not authorise the transaction;
(c) you did not receive the goods or services to which the transaction relates;
(d) the transaction amount differs to the purchase amount;
(e) you did not receive the requested cash from
(f) an ATM (or you only received part of the cash requested); or
(g) you believe a transaction has been duplicated.

34.4 If OMMS finds that an error was made, it will make the appropriate adjustments to your Linked Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

35. CHARGEBACK RIGHTS

35.1 If you believe a transaction on your Visa Card was:
(a) unauthorised;
(b) for goods or services and the merchant did not deliver them and a refund or credit

was not offered or provided by the merchant; or

(c) for goods and services which did not match the description provided by the merchant and a refund or credit was not offered or provided by the merchant,

then you may be entitled to request OMMS to '*chargeback*' the transaction, by reversing the payment to the merchant's financial institution. Chargebacks are determined by the Visa Scheme Rules. You should tell OMMS as soon as possible, but no later than 120 days after the date of the transaction and provide OMMS with any information they may reasonably require to assess your chargeback claim. Failure to do so may result in you losing any chargeback rights.

35.2 OMMS may in good faith chargeback some or all of the amount disputed. However, if OMMS does chargeback the transaction (and credit you Linked Account with the amount of the chargeback), and Visa, the merchant, or the merchant's financial institution subsequently declines to chargeback the transaction, OMMS will deduct the refunded amount from your Linked Account.

36. COMPLAINTS

36.1 OMMS will determine all complaints in accordance with its complaints policy. You can contact us via our website to get a copy of OMMS's complaints policy. A copy of OMMS's complaints policy is available online at: https://colcap.com.au/complaints-policy/

36.2 If OMMS is unable to settle your complaint immediately to your satisfaction, then OMMS will acknowledge your complaint and may, if relevant, request further details from you.

36.3 If your complaint is closed within 5 Business Days, by being resolved to your satisfaction or if there is no reasonable action that can be taken

to address the complaint, then OMMS will communicate this to you. This may be by means other than in writing. If you wish, you may request that OMMS provides you with a written response.

36.4 Otherwise, within 30 days of receiving the complaint from you, OMMS will:

(a) advise you in writing of the results of its investigations; or

(b) advise you in writing of the reasons for any further delay and the date by which you can reasonably expect to hear the outcome of OMMS's investigation.

36.5 An investigation will continue beyond 30 days only in exceptional circumstances, for example, if there are delays caused by other financial institutions or merchants involved in resolving the complaint.

36.6 If your complaint or dispute is not satisfactorily resolved by OMMS, you may contact Indue:

Indue Ltd
PO Box 523
Toowong QLD 4066
Phone: 1300 671 819
Monday to Friday 7.00am - 7.00pm,
Saturday 8.00am - 7.00pm,
closed Sundays and national public holidays.

36.7 Indue will review your complaint in accordance with its complaints policy which can be viewed online at www.indue.com.au/feedback/

36.8 Where you are not satisfied with the outcome of your complaint or dispute, you have the right to contact and lodge a complaint with AFCA. You can contact AFCA at:

Australian Financial Complaints Authority (AFCA)
GPO Box 3

Melbourne VIC 3001
Phone: 1800 931 678
Website: www.afca.org.au
Email: info@afca.org.au

37. MALFUNCTION

37.1 Other than to correct the error in your Linked Account and the refund of any charges or fees imposed on you as a result, neither Indue, OMMS nor the Lender will be liable to you for any loss caused by an Electronic Banking Terminal malfunctioning if you were aware, or should have been aware, that the terminal was unavailable for use or was malfunctioning.

37.2 Where an eftpos Device is not working, the merchant may provide alternative manual processing of the transaction. You will be required to present your Visa Card and sign a voucher. The voucher authorises OMMS to debit your Linked Account with the amount of the transaction (which will reduce the Available Funds in your Linked Account).

38. STATEMENTS AND RECEIPTS

38.1 A transaction record slip will be available for each financial transaction carried out with your Visa Card at an Electronic Banking Terminal.

38.2 You should obtain, check and retain all transaction record slips including sales and cash advance vouchers issued to you for checking against your account statements.

38.3 You will be sent account statements in accordance with the terms of your Linked Account. You may also request more frequent account statements in accordance with the terms of your Linked Account. You can also view your Linked Account transactions and

balance at any time through the internet banking facility OMMS has provided to you.

38.4 You may request a copy of your account statement at any time in accordance with your Loan Agreement. You should check with OMMS whether fees and charges will apply in these circumstances.

39. FEES AND CHARGES

39.1 Fees and charges associated with the use of your Visa Card (including fees for issuing additional or replacement cards and other servicing fees) may be charged by Indue or OMMS (on its own account or on behalf of the Lender). OMMS is authorised to debit your Linked Account with those fees (which will reduce the Available Funds in your Linked Account).

39.2 If you consider that a fee or charge has been incorrectly charged, you may dispute this by contacting OMMS in accordance with section 34. Any incorrectly charged fee or charge will be reversed in your Linked Account.

39.3 Fees and charges applicable to your Visa Card on the date you receive these Conditions of Use are set out in the Schedule of Fees and Charges at the end of these Conditions of Use. These fees and charges may change from time to time and you will be notified of new fees and/or charges in accordance with section 41 and in accordance with any applicable laws.

40. GOVERNMENT FEES AND CHARGES

40.1 Fees, charges, duties and taxes that are imposed on the use of your Visa Card by government or by any regulatory authority may be passed onto you and you authorise OMMS to debit your Linked Account with those fees,

charges, duties and taxes (which will reduce the Available Funds in your Linked Account).

41. CHANGES TO CONDITIONS OF USE

41.1 Indue and/or OMMS may change these Conditions of Use and/or vary the fees and charges that apply to your Visa Card at any time by notice to you. If you wish to cancel your Visa Card as a result of any change or variation, you must contact OMMS to cancel your Visa Card. In these circumstances, you will not be charged any additional fees or charges associated with cancellation of your Visa Card. Please refer to sections 30 and 31 in respect of your responsibilities after you cancel your Visa Card. If you retain and use your Visa Card after notification of any changes to these Conditions of Use, your use of your Visa Card shall be subject to those changes.

41.2 OMMS (on Indue's behalf) may notify you of changes either through:

(a) a letter to your last known address;
(b) notices on, or sent with account statements;
(c) notices on Electronic Banking Terminals or in branches;
(d) press advertisements; or
(e) a notice on OMMS's website.

41.3 If a written notice is delivered to you personally the date of delivery is the date you receive the notice.

42. INDEMNITY

42.1 To the extent permitted by law, you indemnify Indue, OMMS and the Lender against any loss or damage suffered due to any claim, demand or action of any kind brought against Indue, OMMS and/or the Lender arising directly or indirectly because you:

(a) did not observe your obligations under these conditions; or
(b) acted negligently or fraudulently.

43. OTHER GENERAL CONDITIONS

43.1 ***Other terms and conditions of your Linked Account***

These Conditions of Use govern your Visa Card's access to your Linked Account. Each transaction on the Linked Account is also governed by the Loan Agreement and any other terms and conditions to which the Linked Account is subject. If there is any inconsistency between these Conditions of Use and the other terms applicable to your Linked Account, these Conditions of Use prevail except to the extent that they are contrary to any applicable legislation or any relevant industry code of practice.

43.2 Assignment

(a) You may not assign your rights or obligations under these Conditions of Use to any other person.
(b) OMMS and/or the Lender may assign its rights or transfer these Conditions of Use as part of any assignment of the Loan Agreement.
(c) Indue may assign its rights or transfer the contract to another person where such assignment is to a related party or third party where such third party has a similar or fairer dispute resolution procedure than Indue. If Indue assigns or transfers the rights under these Conditions of Use, these Conditions of Use will apply to the transferee or assignee as if it were named as Indue. If Indue assigns these Conditions of Use, Indue (or OMMS on behalf of Indue) will provide you with notice and you will be able to cancel your

Visa Card as a result of this assignment without being charged any fees or charges associated with cancelling your Visa Card.

44. PRIVACY AND INFORMATION COLLECTION AND DISCLOSURE

44.1 Indue and OMMS may collect your personal information:

(a) to identify you in accordance with the AML Legislation and Visa scheme rules;
(b) to provide information about a product or service;
(c) to consider your request for a product or service;
(d) to provide you with a product or service;
(e) to assist in arrangements with other organisations in relation to the provision of a product or service or suspend its operation until it is provided;
(f) to perform administrative and operational tasks (including systems development and testing, staff training, and market or customer satisfaction research);
(g) to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
(h) as required by relevant laws and scheme rules.

44.2 In some circumstances, Indue or OMMS (as the case may be) may collect your personal information from a third party service provider. For example, OMMS may collect from the provider of a payments platform where your transactions are stored, information about the transactions you undertake. Indue or OMMS may also collect information from other participants in the payments system and other financial institutions in order resolve disputes or errors (refer to section 44.4 below). Indue and OMMS collect this information in order to

manage the service they provide to you, consistent with these conditions of use.

44.3 If you do not provide some or all of the information requested, Indue and OMMS may be unable to provide you with a product or service.

44.4 Indue and OMMS may provide your information:

(a) to another member of its group;
(b) to the Lender;
(c) to any outsourced service providers (for example mailing houses, fraud and anti-money laundering service providers, data switch service companies);
(d) to regulatory bodies, government agencies, law enforcement bodies and courts;
(e) to other parties as is authorised or required by law; or
(f) to participants in the payments system and other financial institutions for the purpose of resolving disputes, errors or other matters arising out of your use of your Visa Card or third parties using your Visa Card or card information.

44.5 You may access any of your personal information at any time by calling OMMS on 1300 767 063. You may also call Indue on 1300 671 819. You may be charged a reasonable administration fee for access by OMMS (directly or through debiting your Linked Account) or by Indue (as the case may be). This fee will be advised to you upfront in order for you to determine whether you wish to access your personal information. If you can show that information about you is not accurate, complete and up to date, OMMS or Indue (as the case may be) will take reasonable steps to ensure it is corrected so that it is accurate, complete and up to date. Neither OMMS nor Indue will charge any extra fee for correcting your information. There may be circumstances when Indue or

OMMS may be unable to provide you with access or to correct your information, in which case Indue or OMMS (as the case may be) will provide you with a written reason. For details on how you may access and seek correction of the personal information Indue or OMMS holds about you, please refer to their Privacy Policies available at www.indue.com.au and www.originmms.com.au.

44.6 Indue and OMMS will not collect sensitive information about you, such as health information, without your consent.

44.7 To facilitate transaction identification and to assist with the identification of suspicious or fraudulent transactions, your personal information and transaction details may be sent to countries other than Australia. As at the date of these Conditions of Use, these countries are likely to include the United Kingdom, United States, European Union and Israel. By using your Visa Card, you agree that your personal information and transaction details may be sent overseas for the purposes of assisting with the identification of suspicious or fraudulent transactions or as required by law.

44.8 In accordance with the Privacy Act 1988 (Cth), Indue and OMMS must comply with the Australian Privacy Principles. You have the right to lodge a complaint if you believe Indue or OMMS has breached the Australian Privacy Principles. For details on how you may complain about a breach and how Indue and OMMS deal with complaints, please refer to Indue's and OMMS's Privacy Policies available at www.indue.com.au and www.originmms.com.au.

44.9 If you would like a copy of Indue's or OMMS's Privacy Policy to be sent to you, please contact

Indue on 1300 671 819 or OMMS on 1300 767 063.

45. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING

45.1 You agree that:

(a) where required, you will provide to Indue and OMMS all information reasonably requested by Indue and OMMS in order for Indue, OMMS and/or the Lender to comply with the fraud monitoring and anti- money laundering and counter terrorism financing obligations imposed on it pursuant to the AML Legislation and the Visa scheme rules;

(b) indue, OMMS and/or the Lender may be legally required to disclose information about you and the Additional Cardholder to regulatory and/or law enforcement agencies;

(c) Indue and/or OMMS may block, delay, freeze or refuse any transactions where Indue and/or OMMS in their sole opinion considers reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML Legislation, any Visa scheme rules or any other relevant law;

(d) where transactions are blocked, delayed, frozen or refused by Indue and/or OMMS in accordance with this section 45, you agree that neither Indue, OMMS nor the Lender is liable for any loss suffered by them, you, any Additional Cardholder or other third parties arising directly or indirectly as a result of Indue and/or OMMS taking this action; and

(e) Indue and OMMS will monitor all transactions that arise pursuant to your use of your Visa Card in accordance with its obligations imposed on it in

accordance with the AML Legislation and the Visa scheme rules.

46. DEFINITIONS

(a) **Additional Cardholder** means the person(s) who from time to time is/are issued with an additional Visa Card for use on the Linked Account.

(b) **AML Legislation** means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and its associated rules, regulatory guides and regulations.

(c) **Australian Consumer Law** means Schedule 2 of the Competition and Consumer Act 2010 and Part 2 of the Australian Securities and Investments Commission Act 2001.

(d) **Biometric Identifier** includes fingerprint, faceprint or similar biometric identifier.

(e) **ATM** means an automated teller machine.

(f) **Available Funds** means at any time the Available Limit less any drawings made but not repaid on the Linked Account.

(g) **Available Limit** means the amount notified by OMMS as being available in the Linked Account for drawing using any Visa Card issued in connection with the Linked Account from time to time.

(h) **Business Day** means a day that OMMS is open for business, excluding Saturdays, Sundays and public holidays.

(i) **Digital Wallet** means an application on your electronic device (for example, a mobile phone or wearable device) or an

online platform that stores your Visa Card details which allows you to make a contactless purchase.

(j) **Digital Wallet Provider** means digital wallet and payment service as applicable to your Eligible Device that is support by Indue (and includes Apple Pay, Google Pay, Samsung Pay and any others as notified by OMMS from time to time).

(k) **Eligible Device** means any device or equipment that can be used to access your Linked Account using a Digital Wallet, and is not provided by us e.g., mobile phone, smart watch, tablet.

(l) e**ftpos** means an electronic funds transfer at point of sale.

(m) **eftpos Device** means a terminal which you can use to make electronic payments using a card acceptable to the merchant (for example, your Visa Card).

(n) **Electronic Banking Terminal** means an ATM or eftpos Device or any other terminal or device in which a Visa Card can be used.

(o) **Floor Limit** means an amount above which a payment using an eftpos Device requires approval by OMMS and Indue in order for the transaction to be processed. Floor Limits are set by merchants' financial institutions.

(p) **Lender** means the Lender under your Loan Agreement.

(q) **Linked Account** means the mortgage loan account (or accounts) you have with the Lender which is managed (in whole or

in part) by OMMS and to which you may obtain access by use of the Visa Card.

(r) **Loan Agreement** means the agreement governing the mortgage or other loan entered into between you and the Lender, and which establishes the Linked Account (and includes all terms and conditions applicable to the Linked Account from time to time).

(s) **PIN** means the secret personal identification number relating to a Visa Card.

(t) **Visa Secure Participating Merchant** means a merchant from whom online purchases can be made and who participates in the Verified by Visa Secure program described in section 7.

(u) **Visa** means Visa Worldwide PTE. Limited.

(v) **Visa Card** means a debit card in whatever form (including plastic, virtual or tokenized) issued by Indue at the request of to enable electronic access to your Linked Account and includes all additional Visa Cards issued to any Additional Cardholder.

(w) **Visa Card Number** means the unique number assigned by Indue to each Visa Card and which is recorded on that Visa Card.

(x) **Visa Direct** (also known as 'Visa Fast Funds') refers to the card to card payment service of that name provided by Visa and participating Visa members through which a Visa cardholder is able to send or receive money through the processing of a "Visa Direct Original

Credit Transaction" (as that term is defined in the Visa Scheme Rules).

(y) **Visa payWave** refers to the contactless method by which a Visa Card may be used to complete a transaction by waving the Visa Card over a merchant's Visa payWave enabled point of sale terminal, without the need for a PIN or signature.

(z) **You** and **your** means the account holders (jointly and severally) of a Linked Account where such Linked Account has had one or more Visa Cards issued to enable access to the Available Funds of such Linked Account.

47. INTERPRETATION

47.1 For the purposes of these Conditions of Use, 'day' means a 24 hour period commencing at midnight Eastern Standard Time in Brisbane.

47.2 A reference to "*your Visa Card*" is a reference to each or any Visa Card issued in connection with any Linked Accounts (including any Visa Cards issued to Additional Cardholders).

47.3 A reference to:
(a) one gender includes the other gender; and
(b) the singular includes the plural and the plural includes the singular.

48. SCHEDULE OF FEES AND CHARGES

The fees and charges that are applicable to your Visa Card as at the date you receive these Conditions of Use are outlined in the following table. These fees and charges are payable to OMMS and, unless otherwise specified, will be deducted from the Available Funds in your Linked Account at the time of the relevant transaction.

ATM Fees		
ATM Operator Fee	Charged when you make a cash withdrawal or request an account balance from an ATM within Australia. The ATM will quote a fee, should you choose to progress with the transaction.	As quoted by third party ATM.
Overseas transaction fee	Payable and deducted from your Visa Card at the same time you make a transaction using the Visa Card in a currency other than Australian dollars, or you make a transaction using the Visa	3% of the total amount of each Relevant transaction. This fee includes an amount payable by us to VISA. The fee is a percentage of the converted

	Card in any currency (including AUD) that is processed by a card or scheme or financial institution or billed by the merchant outside of Australia.	AUD amount shown your Visa Card transaction history.
Visa Card replacement fee	Payable if you request to be provided with a replacement card	$7.50 per replacement card.