

BusinessChoice cards.

Terms & Conditions.

Effective Date: 31 October 2018.



200 years
proudly supporting Australia

Please take some time to read through these Terms & Conditions, as they contain important information regarding the use of your Westpac Credit Card. If you are unsure about any of the information contained in this brochure, please contact us as below or call into one of our branches.

Cardholder enquiries.

BusinessChoice Everyday Cards.

1300 650 107 (from Australia)
8am – 8pm, Monday to Friday
+61 2 9374 7082 (from overseas)

BusinessChoice Rewards Cards.

1300 791 188 (from Australia)
8am – 8pm, Monday to Friday
+61 2 9155 7718 (from overseas)

Lost or Stolen Cards Service.

1300 651 089 (from Australia)
Available 24 hours a day, 7 days a week.

If you are calling about a lost or stolen card from overseas, call the International Operator to book a reverse charge call to +61 3 6345 1058. Please note that calls made from mobile phones or hotel rooms may attract additional charges, not covered by the reverse charge service.

Postal address.

Westpac Banking Corporation
Card Business Solutions
GPO Box 18
Sydney NSW 2001

Facsimile number.

(02) 9374 7003

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1.0 Introduction.

This Terms & Conditions and Conditions of Use (“Terms & Conditions”) apply to the following Westpac products (collectively referred to as “BusinessChoice Cards”):

- BusinessChoice Everyday Visa® Credit Card;
- BusinessChoice Everyday Mastercard® Credit Card;
- BusinessChoice Rewards Platinum Visa® Credit Card;
- BusinessChoice Rewards Mastercard Credit Card;
- BusinessChoice Everyday Visa® Charge Card*;
- BusinessChoice Everyday Mastercard Charge Card*;
- BusinessChoice Mastercard Credit Card*.

The Terms & Conditions do not, on their own, contain all the terms and conditions applying to the BusinessChoice Cards. The terms and conditions governing the BusinessChoice Cards are set out in following (collectively referred to as the “Agreement”):

- the Terms & Conditions;
- the completed and executed Application Form for the BusinessChoice Cards;
- the Bank’s letter to the Business confirming the Bank’s approval to provide the BusinessChoice Card(s) applied for (the Establishment Letter);
- any other letter from the Bank to the Business relating to pricing of the Business Choice Card; and
- each as varied in accordance with these Terms & Conditions.

The Agreement is between the Bank and the following (each of the following is collectively referred to as the “Parties”):

- the Business;
- Principal 1; and
- Principal 2 (if there is a Principal 2).

The Business, Principal 1 and Principal 2 (if there is a Principal 2) are bound by the Agreement as soon as a Cardholder first uses a Card.

*Shall not be available for sale on and after 22 February 2008.
Mastercard® is a registered trademark of Mastercard International Incorporated.

Visa® is a registered trademark of Visa Worldwide PTe Ltd.

A Cardholder who is not Principal 1 or Principal 2 is bound by the Conditions of Use (Appendix A of the Terms & Conditions) as soon as that Cardholder uses the Card issued to them under this Agreement. Each Party should ensure they read and understand this Agreement. The Parties must provide each Cardholder with a copy of the Conditions of Use prior to that Cardholder's use of their Card and make each Cardholder aware that Cardholders must comply with the Conditions of Use.

Each of the Parties remain bound by the Agreement even if the Party is no longer a proprietor of the Business or otherwise represents the Business, unless the Bank agrees in writing that the Party is no longer bound by the Agreement.

The Parties agree that the BusinessChoice Cards and all of the Cards issued under this Agreement must be Predominantly used for business purposes. The Predominant purpose shall be for business purposes if the purpose for which more than half of the credit is used is for the benefit of the Business or if the credit is intended to be used to obtain goods or services for use for different purposes, the "Predominant" purpose shall be for business purposes if the goods or services are mainly used for the benefit of, or in relation to, the Business.

2.0 Application of these Terms & Conditions.

Every clause and sub-clause in these Terms & Conditions shall apply to every type of BusinessChoice Card product unless the clause or sub-clause suggest otherwise.

3.0 Conditions of Use.

Each of the Parties must provide each Cardholder with a copy of the Conditions of Use prior to that Cardholder's use of their Card.

The Parties are liable to the Bank for any non-observance of the Conditions of Use or any other part of this Agreement by a Cardholder.

4.0 Joint and Several Liability and Termination.

The Business, Principal 1 and Principal 2 (if there is a Principal 2) are joint borrowers under the Agreement and each is liable to the Bank jointly and severally for all amounts outstanding under this Agreement from time to time, notwithstanding the fact that outstanding balances under the Agreement may be periodically debited to a bank account conducted by the Business. This means that each one of Principal 1, or Principal 2 (if there is a Principal 2), or the Business itself may be required to pay the whole outstanding amount, even though they may have some other arrangement among themselves or not all of them benefit equally under the Agreement. Where the Business constitutes more than one party, each such party shall be jointly and severally liable.

The Parties must give written notice of their intention to terminate this Agreement prior to terminating this Agreement. A party may terminate their liability in respect of increases in the Business Credit Limit or increases in a Cardholder's Credit Limit (but not other amounts owing to the Bank) by giving written notice and only if the Bank is permitted to terminate all of its obligations to all other Parties in respect of the further credit limit increase.

If the Agreement is terminated, irrespective of who initiates the termination or irrespective of the reasons for the termination, all Cards shall be immediately cancelled and no further credit shall be extended on the Billing Account or any Card Account and all amounts outstanding under the Agreement (including amounts that would not otherwise be due) shall become immediately payable by the Parties to the Bank. The Business must return all Cards to the Bank as soon as practicable after receiving, or providing, notification of the termination of the Agreement.

Each of the Parties remain jointly and severally liable for all amounts outstanding under the Agreement after termination of the Agreement including all transactions made by any Cardholder prior to or after termination of the Agreement.

5.0 The Card Account and the Billing Account.

(a) Each Card Account shall be charged with:

- the amount for goods and services bought directly using the relevant Card from a Merchant or by mail, telephone, the internet or any other way authorised by the Bank from time to time;
- the amount of all Cash Advances obtained using the relevant Card or using Telephone Banking, Internet Online Banking or BusinessDeskBank;
- interest on purchases (where appropriate) and Cash Advances,
- interest charges imposed on Cash Advances and purchases and on fees and interest charges in accordance with clauses 14.0, 15.0 and 16.0; and
- all applicable fees and charges (as advised by the Bank to the Business from time to time).

(b) The Business agrees that the amount shown on any sales voucher, Cash Advance brochure or transaction record is sufficient evidence of the cash price of the goods or services or the amount of the Cash Advance to which the transaction relates.

(c) Subject to clause 13 of these Terms & Conditions, the amount outstanding on each Card Account as of the Statement Date shall be added together to form part of the total amount outstanding for the Business and that total shall be recorded against the Billing Account.

6.0 Business Credit Limit (also referred to as “Facility Limit”).

The Parties agree that the Bank has the sole discretion to set the Business Credit Limit and the Bank may set the Business Credit Limit having regard to a number of things, including, but not limited to, the Business Credit Limit requested by the Business and the Bank’s lending criteria. In determining the appropriate credit limit the bank may perform credit checks with credit agencies on the Business and the Principal(s).

The Business may apply to the Bank in writing at any time to vary the Business Credit Limit. However, the Parties agree that the Bank is not obliged to vary the Business Credit Limit as requested by the Business and the Bank may not vary the Business Credit Limit as requested by the Business if doing so will result in the Bank’s lending criteria not being met.

The Bank shall notify the Business of the applicable Business Credit Limit approved by the Bank. The outstanding balance of the Billing Account must not exceed the Business Credit Limit at any time. If the outstanding balance of the Billing Account exceeds the Business Credit Limit, the excess must be payable by the Business promptly on demand by the Bank. The Bank may impose a fee or charge for exceeding the Business Credit Limit or a Cardholder Credit Limit. Any fee or charge for exceeding the Business Credit Limit or a Cardholder Credit Limit may be applied to the Billing Account, the Card Account or both. Information on standard fees and charges are available on the Westpac internet or on request.

If in the opinion of the Bank, an emergency situation exists, the Bank may, at its sole discretion, increase the Business Credit Limit at the request in writing of Principal 1, or Principal 2. Such increase will be subject to the conditions advised at the time of the increase.

7.0 Card issuance and cancellation.

Principal 1, and, if there is a Principal 2, Principal 2, must be a Cardholder. A Card shall be issued only on the request of the Business in writing. Each request must specify in writing, if applicable, any transaction restrictions required for each Card.

Principal 1 and Principal 2 (if any), must collect their card(s) from the nominated branch and Principal 1 and Principal 2 (if any) must activate the card(s) before they and any other Cardholder may use their Card Account.

If the Business requires a Card to be cancelled the Business must notify the Bank of that fact immediately in writing. Subject to clause 17, this written notification may be made by facsimile or email. The Bank may receive telephone notification of the Business' request to cancel a Card - however, the Bank has no obligation to act on such telephone instructions if the Bank is unable to identify the telephone caller to the Bank's satisfaction. In such a case, the Bank may require written confirmation from the Business of the request for cancellation of the Card and the Bank is not obliged to act on such a telephone request until such written notice is received to the Bank's satisfaction.

The Bank's contact numbers are those specified at the front of this booklet or such other number as the Bank has notified the Business from time to time.

8.0 Credit Limit applicable to Cards.

8.1 This sub-clause 8.1 only applies to the following products.

- BusinessChoice Everyday Visa® Credit Card;
- BusinessChoice Everyday Mastercard® Credit Card;
- BusinessChoice Rewards Platinum Visa® Credit Card;
- BusinessChoice Rewards Mastercard Credit Card;
- BusinessChoice Everyday Visa® Charge Card*;
- BusinessChoice Everyday Mastercard Charge Card*.

- (a) The Business agrees to advise each Cardholder of that Cardholder's Credit Limit.
- (b) Principal 1 may apply to the Bank in writing at any time to vary the credit limit applicable to any Card. The varied credit limit when added to the credit limit of all other Cards which have been issued under the Agreement must not exceed the Business Credit Limit. If the Bank approves an application to vary a credit limit applicable to a Card, the Bank shall notify the Business of the varied credit limit and specify the date upon which the variation shall take effect. The Business agrees to notify the Cardholder of any such variation.
- (c) If the Business would like to increase the amount of credit available to a Cardholder without increasing the Cardholder's Credit Limit, the Business may:
- deposit funds with the Bank; and
 - notify the Bank in writing that those funds or a specific portion of those funds are to be deposited to a specific Card Account.
- (d) If a Cardholder would like to increase the amount of credit available in respect of their Card, a Cardholder may deposit funds into their Card Account in accordance with clause 11.3(b) of these Terms & Conditions.
- (e) If there are any amounts due and payable to the Bank, the Parties agree that despite any contrary instructions to the Bank, the Bank may use funds deposited in accordance with clauses 8.1(c) or 8.1(d) in payment of those amounts due and payable.

8.2 This sub-clause 8.2 only applies to BusinessChoice Mastercard® Credit Card*.

- (a) Each Card issued under the Agreement shall have full access to the Business Credit Limit regardless of the number of Cards issued. Unless specifically agreed otherwise by the Bank in writing, the credit limit applicable to each Card shall be the same as the Business Credit Limit.
- (b) The aggregate outstanding balance of all Cards issued under the Agreement must at all times not exceed the Business Credit Limit.

9.0 Transaction restrictions.

The Business, by written notice to the Bank, may elect to make the following restrictions:

- not permit a Cardholder to undertake Cash Advances; or
- if a Cardholder is permitted to undertake Cash Advances, set a daily cash limit for that Cardholder (either \$200, \$300, \$400, \$500, \$1000, or \$2000 per day); or
- set the Cardholder Credit Limit, but only if the combined credit limit of all Cardholders does not exceed the Business Credit Limit.

The Parties agree the Bank is not required to make any of the above restrictions unless the Bank receives written notice from the Business setting out which, if any, of the above restrictions are required.

Other restrictions may be available at the discretion of the Bank. In addition, the Conditions of Use set out other general restrictions applying to the use of a Card.

The Business agrees to notify each Cardholder of any restrictions that apply to the use of their Card.

There may be instances where the restrictions placed on a Card may not be effective. This is usually where electronic approval of transactions is not available (eg. at paper credit card merchants or where electronic authorisation networks may not be fully functioning). In these circumstances, it may be possible for a Cardholder to perform a transaction that would otherwise be restricted. The Parties agree that:

- they are jointly and severally liable to the Bank for all such transactions; and
- in no circumstances shall the Bank be liable to the Parties, because any transaction for which authorisation is sought proceeds notwithstanding a restriction nominated by the Business.

*Shall not be available for sale on and after 22 February 2008.

10.0 Fees and charges.

Subject to all applicable laws, the Bank may charge the Billing Account or a Card Account with any fees and charges. The annual percentage rates and other fees and charges applying are variable in accordance with clause 23.

Please check the BusinessChoice Establishment Letter or the Westpac internet site and/or any other correspondence from the Bank relating to fees and charges to work out which fees and charges are applicable.

10.1 Government charges.

Subject to any applicable law, the Business must pay:

- any stamp duty payable in connection with the Agreement; and
- any other government duties, taxes, rates or charges now or in the future charged on or in relation to the use of a Card or transactions debited or credited to the Billing Account or Card Account, whether or not the Business is primarily liable for such duties, taxes, rates or charges. (These amounts will be debited to the relevant Billing Account or Card Account). If the Business is exempt from any of these government charges the Business must provide written notice to the Bank of an appropriate exemption authority issued by the appropriate government body to enable the Bank to apply the exemption.

11.0 Payments.

11.1 Payment obligations and application.

- (a) The Bank's records regarding the liability to the Bank of the Business or any other Party shall be conclusive in the absence of manifest error.
- (b) The Business must make payments with Australian currency. As there is no facility for the Business to make payments overseas, the Business must arrange for payments to be made to the Billing Account if the Business or any of the Parties is overseas.
- (c) All payments made shall be applied in the following order:
 - interest charges incurred;
 - Bank fees and charges incurred;
 - government duties, taxes, rates and charges incurred;

- Cash Advances and purchases outstanding under Promotion Plans, shown on any statement. If more than one Promotion Plan applies, payment will first be applied to the Promotion Plan having the lowest annual percentage rate, then to the Promotion Plan having the next lowest annual percentage rate and so on, in ascending order. If the same annual percentage rate applies to two Promotion Plans, payment will first be applied to the Promotion Plan having the earlier expiry date. If one of those Promotion Plans does not have an expiry date, payment will first be applied to that Promotion Plan;
- other purchases shown on any statement;
- other Cash Advances shown on any statement;
- Cash Advances and purchases outstanding under Promotion Plans, not shown on any statement. If more than one Promotion Plan applies, payment will first be applied to the Promotion Plan having the lowest annual percentage rate, then to the Promotion Plan having the next lowest annual percentage rate and so on, in ascending order. If the same annual percentage rate applies to two Promotion Plans, payment will first be applied to the Promotion Plan having the earlier expiry date. If one of those Promotion Plans does not have an expiry date, payment will first be applied to that Promotion Plan;
- other purchases not shown on any statement;
- other Cash Advances not shown on any statement.

(d) The Business may, in any month, make a payment or payments which in aggregate exceed the amount of the minimum monthly payment of the Billing Account. However, if the Business does this, this does not affect the obligation of the Business to pay in full the minimum monthly payment due in any subsequent month. If the Business does not pay the whole of any minimum monthly payment by its due date each month as set out in the statement of Billing Account, the Business may be liable for a missed payment charge in accordance with this Credit Card Contract.

11.2 Credit Card.

(a) This sub-clause 11.2(a) only applies to the following products:

- BusinessChoice Everyday Visa® Credit Card;
- BusinessChoice Everyday Mastercard® Credit Card;
- BusinessChoice Rewards Platinum Visa® Credit Card;
- BusinessChoice Rewards Mastercard® Credit Card; and
- BusinessChoice Mastercard® Credit Card

The minimum payment that the Bank requires from the Business each month shall be shown on the statement of account. The payment due date is 25 days after the Statement Date. If the Business does not wish to pay the full amount of the Closing Balance shown on the statement by the due date, the Business must pay at least the minimum payment shown on the statement by the due date. If the statement shows a Closing Balance, the minimum payment will be equal to:

- 3% of the Closing Balance (rounded up to the nearest dollar) or \$10, whichever is the greater, plus
- the greater of any unpaid past due amounts from previous statements or any amount that exceeds the Business Credit Limit.
- The Business must pay the full amount of the Closing Balance if it is less than \$10.

11.3 Sub-clauses 11.3(a), 11.3(b) and 11.3(c) only apply to the following products.

- BusinessChoice Everyday Visa® Credit Card;
- BusinessChoice Everyday Mastercard® Credit Card;
- BusinessChoice Rewards Platinum Visa® Credit Card;
- BusinessChoice Rewards Mastercard Credit Card; and
- BusinessChoice Mastercard Credit Card*

(a) The Business may make payments to the Billing Account by:

- transferring funds through the Bank's Telephone Banking, Internet Online Banking or Business DeskBank; or
- using the Bank's Card Autopay facility; or
- making a payment using BPAY®
(®Registered to BPAY Pty Ltd ABN 69 079 137 518);
or

- paying at the Bank's branches; or
- mailing cheque payments to the Bank at the address shown on your statement. The Parties MUST NOT SEND US CASH THROUGH THE MAIL.

(b) A Cardholder may make payments to the Card Account by:

- transferring funds from the Savings Account or Cheque Account at any Westpac automatic teller machine; or
- making a payment using BPAY; or
- paying at the Bank's branches; or
- mailing cheque payments to the Bank at the address shown on your statement. The Parties MUST NOT SEND US CASH THROUGH THE MAIL; or
- making a payment using the ATM.

(c) Payments must be received and credited to the Billing Account by the due date. Payments will be credited to the Billing Account as soon as practicable after receipt.

If the Business cannot make a payment which is due, the Business should contact the Bank immediately.

11.4 Charge Card.

This sub-clause 11.4 only applies to the following products:

- BusinessChoice Everyday Visa® Charge Card*; and
- BusinessChoice Everyday Mastercard® Charge Card*

- (a) The Parties must pay the whole of the Closing Balance by the statement due date. The statement due date shall be 15 days after the Statement Date.
- (b) Payments must be made by automatic direct debit from the Cheque Account or Savings Account nominated by Principal 1. The automatic direct debit shall be processed by the Bank 15 days after the Statement Date.
- (c) If, due to insufficient funds in the nominated Cheque or Savings Account, the whole of the Closing Balance is not paid 15 days after the Statement Date, the Bank, at its sole discretion, may:
- terminate the automatic direct debit agreement;
 - charge interest on any unpaid purchases outstanding and such unpaid purchases shall not gain the benefit of any interest-free period; and/or
 - impose a fee or charge.

11.5 Card Autopay facility.

- (a) You may authorise us to automatically withdraw funds from your nominated account to make payments to the Card Account using a Card Autopay facility. You may elect to pay:
- the minimum payment shown on the statement of account; or
 - the full amount shown as the 'closing balance' on the statement of account; or
 - a fixed dollar or percentage of the closing balance on the statement of account.
- (b) If the closing balance is less than your nominated amount, the closing balance will be paid. If the fixed dollar or percentage is less than the minimum payment, we will debit the minimum payment.
- (c) If the automatic payment is dishonoured for any reason, you must promptly pay the amount of the required deduction. We may cancel your Card Autopay facility if payments are dishonoured. We would normally contact you before we cancel your Card Autopay facility.
- (d) You must advise us if you wish to terminate or change your Card Autopay facility, including if you change the nominated account. Any changes will be effective from the next statement date following our confirmation of the change.

12.0 Processing date.

- (a) Transactions at our Electronic Banking Terminals may be processed to the Card Account on the date of the transaction or the next Bank Business day.
- (b) The Bank will process all other transactions to the Card Account at the end of the Bank Business Day it is received and if it is not received by Westpac on a Bank Business Day or prior to a cut-off time on a Bank Business Day - it will be processed at the end of the next Bank Business Day. However, transactions may be assigned an effective date in accordance with clause 15.0.

(c) 13.0 Account statements.

- (a) Statements of account shall be issued to the Business monthly and the Parties agree these statements of account may be addressed to the Contact Person. The relevant monthly period is called a 'Statement Cycle' and the last day of that period is the 'Statement Date'.
- (b) Statements of Account shall record the following:
- (i) Transactions relating to each Card Account;
 - (ii) The amount outstanding on each Card Account at the Statement Date;
 - (iii) Transactions relating to the Billing Account;
 - (iv) The total amount outstanding owed by the Business at the Statement Date (referred to as the "Closing Balance") and such Closing Balance shall be calculated as the sum of the amount outstanding for each Card Account at the Statement Date and any other amounts outstanding in relation to the Billing Account for that Statement Cycle.
- (c) For the purpose of calculating the Closing Balance in accordance with clause 13(b)(iv) of these Terms & Conditions, if a Card Account has a credit balance as a result of the Bank agreeing to deposit funds into that Card Account in accordance with clause 8 of these Terms & Conditions or for any other reason, the Parties agree that credit balance shall not be taken into account in calculating the Closing Balance unless the Business notifies the Bank in writing that the said credit balance must be taken into account in calculating the outstanding balance of the Business. The Parties agree the Bank must process such a written request within 2 Bank Business Days of receipt of such a written request. The Parties agree that if the Bank does not receive such a written request from the Business or does not receive such a written request with sufficient time to permit the Bank to process the request as set out in this clause 13(c), the said credit balance may not be taken into account in calculating the Closing Balance and the Parties may incur interest that they otherwise may not have incurred or may be required to pay more in relation to the minimum monthly payment than they would otherwise.
- (d) The Parties agree that all transaction details will be expressed in Australian currency.
- (e) In some circumstances, card scheme rules allow us to charge a transaction on the Billing Account or Card Account back to the merchant with whom you made the transaction. This is known as a chargeback.

You should report a disputed transaction to us as soon as possible so that we may reasonably claim a chargeback right. Chargeback rights are not available for all types of transactions. For example, we cannot claim a chargeback in relation to BPAY Payments from the Billing Account or Card Account. If it is available, we will claim a chargeback right for a transaction on your Billing Account or Card Account if:

- you ask us to do so; and
- you give us the information and material we require to support a chargeback, within 30 days after the date of the statement on which the transaction is recorded. Otherwise any chargeback right we have may be lost.

The timeframe for disputing a transaction may not apply where the ePayments Code applies.

14.0 Interest.

- (a) Subject to clause 11.4 and 14.3 of the Terms & Conditions, BusinessChoice Cards shall have an interest-free period applying to purchases using the Card(s) and fees related to purchases (“**Purchase Fees**”) and that interest-free period shall be calculated in accordance with clause 16 of the Terms & Conditions. There is no interest-free period for interest charges on purchases and on Purchase Fees.
- (b) The BusinessChoice Mastercard Credit Card* shall NOT have an interest-free period.
- (c) An interest-free period shall not apply to Cash Advances or fees related to Cash Advances (“Cash Advance Fees”) or interest on Cash Advances or on Cash Advance Fees at any time and may not apply to some Promotional Plans from time to time.
- (d) Interest charges on Cash Advances, Cash Advance Fees and on interest on Cash Advances and on Cash Advance Fees and on purchases, Purchase Fees and on interest on purchases and on Purchase Fees (not receiving the benefit, or no longer receiving the benefit of an interest free period) shall be calculated in accordance with clauses 15 and 16 of these Terms & Conditions.

Interest charges will be detailed on the statement of account.

Information on current interest rates and fees and charges and interest on fees and charges applying is available on request.

15.0 Calculation of interest charges.

- (a) Cash Advances and purchases outstanding at the beginning of the Statement Cycle and recorded during the Statement Cycle are separately assessed for interest charges under different conditions. Interest as applicable on Cash Advance Fees, and interest on Cash Advance Fees and on Purchase Fees and interest on Purchase Fees are also separately assessed for interest charges under different conditions.
- (b) We charge interest on interest charges on:
- Cash Advances and Cash Advance Fees which we debit to your Card Account or Billing Account as applicable. There is no interest free period for those interest charges. We add those interest charges to the balance of Cash Advances and Cash Advance Fees.
 - Purchases and Purchase Fees which we debit to your Card Account or Billing Account as applicable, subject to any interest free period for those interest charges. We add those interest charges to the balance of purchases and Purchase Fees.
- (c) Interest is charged as follows:
- (i) Cash Advances If a Cash Advance is made after the start of the Statement Cycle to which the statement relates, the interest charge on the Cash Advance is calculated from the date the transaction is made or from the date assigned to the transaction in accordance with clause 15(e) (the “transaction date”) until the amount is paid in full. If the transaction date was before the start of the Statement Cycle to which the statement relates, the interest charge on the Cash Advance is calculated from the first day of the Statement Cycle until the amount is paid in full.
 - (ii) Purchases If a purchase is made after the start of the Statement Cycle to which the statement relates, the interest charge on the purchase is calculated from the transaction date until the amount is paid in full, unless the purchase is eligible to obtain the benefit of an interest free period. If the transaction date was before the start of the Statement Cycle to which the statement relates, the interest charge on the purchase is calculated from the first day of that statement cycle until the amount is paid in full, unless the purchase is eligible to obtain the benefit of an interest free period.

- (iii) Interest and fees For interest and annual fees, interest is charged from the first day of the next statement after the Statement Cycle in which the interest or annual fee is incurred. For fees other than interest and annual fees, interest is charged from the date shown on your statement for these fees. Interest charges are debited to your Card Account or Billing Account every statement date. Interest charges for each Statement Cycle shall be calculated up to and including the statement date of that Statement Cycle.
- (d) Interest charges on the Cash Advance balance and the Purchase balance The interest charges on Cash Advances and Cash Advance Fees, and on interest on Cash Advances and Cash Advance Fees (together “the Cash Advance Balance”) and on purchases and on Purchase Fees (not receiving the benefit of the interest-free period) and on interest on purchases and Purchase Fees (together “the Purchase Balance”) are calculated daily, by applying the Daily Percentage Rate separately to the unpaid daily Cash Advance Balance and Purchase Balance. The total amount of interest charges debited to the Card Account or Billing Account is the sum of these interest charges for the number of days in the Statement Cycle and may include adjustments relating to prior statement cycles.
- (e) We may assign any date we consider reasonably appropriate to a debit or a credit to the Billing Account or Card Account, but in the case of a debit, that date must not be earlier than the date on which the relevant transaction occurred. If we do this we make consequential amendments (for example, to interest). The Parties are liable to us for the amount of any purchase or Cash Advance from the date we assign to the transaction under this section, and the credit we provide under those amounts is payable under this agreement. We may subsequently adjust a debit or credit to the Billing Account or Card Account so as to accurately reflect the legal obligations of the Parties and us (for example, because of an error or the dishonour of a cheque). If we do this, we may make consequential amendments (for example, to interest).

16.0 Interest-free period for purchases.

If an interest free period applies to a purchase and a Purchase Fee, it will consist of:

- (a) the “initial interest-free days” which starts from the transaction date and ends on the Statement Date; and
- (b) “further interest-free days” which start after the Statement Date and end on the due date or payment date (whichever is earlier).
- (c) **When does the “initial interest-free days” condition apply?**

The “initial interest-free days” will apply to a purchase if you pay the Closing Balance in full (including any amount outstanding in relation to a Promotional Plan) by the due date shown on the statement preceding that purchase.

- (d) **When does the “further interest-free days” condition apply?**

A purchase will have “further interest-free days”, only if:

- (i) the Closing Balance is paid in full (including any amount outstanding in relation to a Promotional Plan) by the due date shown on the statement preceding the purchase (ie, the “initial interest-free days” condition has been met); and
- (ii) the Closing Balance is paid in full (including any amount outstanding in relation to a promotional Plan) by the due date shown on the statement recording that purchase.

- (e) **How many “further interest-free days” apply?**

Up to 25 days.

- (f) **What happens if payment is not made in full?**

If the full amount of the Closing Balance (including any amount outstanding in relation to a Promotional Plan) is not paid in full by the due date shown on your statement, unpaid purchases outstanding as well as all new purchases will be included in the calculation of the interest charge.

- (g) **Will an interest-free period apply to all transactions?**

No. An interest-free period will not apply to Cash Advances or to Cash Advance Fees or to interest on Cash Advances and Cash Advance Fees at any time and may not apply to some Promotional Plans from time to time.

17.0 Facsimile service/email service.

Where the Business has indicated on the application form that the Business wishes to communicate with the Bank by facsimile and/or email, the Parties agree as follows:

- (a) Each facsimile instruction will be signed in accordance with the Business's current authorities held by the Bank and will be in a form satisfactory to the Bank. Email shall also be accepted from those authorities when the email originator is the same.
- (b) Provided a facsimile or email instruction appears on its face to be genuine, the Bank will have no obligation to verify the authenticity or accuracy of any facsimile or email instruction received from the Business or purporting to have been sent by the Business.
- (c) The Bank may act on any directions contained in such facsimile and/or email instructions, regardless of by whom the actual or purported instructions were transmitted or by what means any signature may have been affixed to the instruction and notwithstanding that such instruction may have been initiated or transmitted in error or fraudulently or may otherwise have been altered or distorted prior to or in the course of transmission.
- (d) The Bank may, in its absolute discretion, defer acting in accordance with the whole or any part of a facsimile and/or email instruction pending further enquiry to or confirmation by the Business but the Bank will not be under any obligation to do so in any case.
- (e) It will release the Bank from and compensate the Bank for all actual losses and liabilities arising from (but excluding to the extent due to our or our agent's fraud, wilful misconduct or gross negligence) any payment or action the Bank may make based on any instruction (even if not genuine) that the Bank receives by facsimile and/or email bearing the Billing Account or Card Account reference details, Card number and signature(s) apparently that of an authorised signatory on the Billing Account or Card Account. The Parties have to pay us these amounts within 2 Bank Business Days after we ask for them.

Please be careful! There is a risk that fraudulent facsimile and/or email instructions may be made by someone who has access to the Billing Account or Card Account reference details, Card numbers and a copy of the signature of an authorised signatory on the Billing Account or Card Account.

18.0 Rewards - independent tax and legal advice.

The Parties agree that it is the Parties sole responsibility to identify and address any tax implications in entering into this Agreement. The Parties acknowledge that Westpac does not and shall not provide tax advice regarding the implications of entering into this Agreement and that Westpac recommends that each Party obtain their own independent taxation and legal advice prior to entering into this Agreement. In particular, Westpac recommends each Party obtain their own independent advice on Practice Statement PS LA 2004/4, or similar statement which outlines the view of the Commissioner of Taxation in relation to circumstances when rewards provided under a consumer loyalty program may be subject to income tax or fringe benefits tax.

19.0 Account maintenance.

19.1 Change of name or address or functions of the Business.

- (a) The Business agrees to promptly notify the Bank of any change to the name or address of any Principal, Cardholder or of the Business (or at least within one business day of the Business becoming aware of such a change).
- (b) The Business agrees to promptly notify the Bank of any change in the material activities of the Business (or at least within one business day of the Business becoming aware of such a change).

19.2 Death of Principal or Cardholder.

The Business agrees to promptly notify the Bank in the event of a Principal or a Cardholder's death (or at least within one business day of the Business becoming aware of such a death).

19.3 Change of BusinessChoice Product Type.

The Parties agree that:

- (a) a Business with an existing type of BusinessChoice product (Existing Product) may only change to another type of BusinessChoice product (New Product) by separately applying for that New Product;
- (b) the Bank, for any reason (including, without limitation, credit risk reasons) and at its sole discretion, may refuse an application for a New Product; and
- (c) if the Bank approves an application for a New Product and provides the Business with the New Product, the Parties are deemed to immediately terminate their Agreement for the Existing Product at the time when they enter into an Agreement in relation to that New Product.

19.4 Change of Principal(s) Agreement.

- (a) The Parties must obtain the Bank's written approval prior to removing a person as being Principal 1 or Principal 2 under this Agreement. The Bank, acting reasonably, may refrain from giving such a written approval for any reason.

19.5 Credit review.

We have the right to review your Facility from time to time at our sole discretion. You acknowledge that we will provide personal information to one or more credit reporting agencies as permitted by the Privacy Act 1988 (Cth) for each review and that a credit report may be obtained from these credit reporting agencies for the purpose of any such review.

20.0 Financial crimes monitoring.

In order for the Bank to meet its anti-money laundering and counter financing of terrorism obligations, the Bank shall be increasing the levels of control and monitoring it performs. The Parties agree that:

- transactions may be delayed, blocked or refused where the Bank has reasonable grounds to believe that they breach Australian law or the law of any other country;
- the Bank may from time to time require information (including additional information to that already provided to the Bank) about the Parties, a Cardholder or another person in order to meet its anti-money laundering and counter financing of terrorism obligations and, if so, the Parties agree to obtain this information and provide it to the Bank as soon as practicable and make any disclosures or obtain any consents to ensure the Bank and the Parties meet their obligations under the Privacy Act 1988 when doing so;
- where legally obliged to do so, the Bank may disclose the information gathered to a regulator and/or law enforcement agencies;
- where the Bank has reasonable grounds to believe that a suspicious matter has arisen in relation to the Agreement, the Bank is obliged to complete and render a report to the Federal Government (AUSTRAC or similar organisation). A suspicious matter includes any transaction that the Bank believes may be of relevance to the investigation or prosecution of any breach or attempted breach of an Australian law (including laws related to money laundering, tax evasion, financing of terrorism or the proceeds of crime); and
- they will not initiate or conduct a transaction that may be in contravention of Australian law or the law of any other country.

21.0 Code of Banking Practice.

This clause 21 of the Terms & Conditions applies to a Party if that Party is either an individual or a Small Business.

Each relevant provision of the Code of Banking Practice applies to the Agreement. Information can be obtained on request about:

- account opening procedures;
- our obligations regarding the confidentiality of your information;
- complaint handling procedures;
- bank cheques;
- the advisability of you informing us promptly when you are in financial difficulty;
- the advisability of you reading the terms and conditions applying to the relevant banking services;
- identification requirements under anti-money laundering laws; and
- the options available to you under the tax file number system.

22.0 Representations and warranties.

The Parties make the following representations and warranties:

- This Agreement is a valid and binding obligation on the Parties enforceable in accordance with its terms.
- Each of the Parties has all necessary power to enter into and perform its obligations under this Agreement, to carry out transactions contemplated by this Agreement and to carry on its business as now conducted or contemplated.
- Each financial statement and all other information given by it or on the Business' behalf to the Bank is true and correct in every particular. There has been no material change in the Business' operations since the date to which the relevant information relates.
- There is no litigation, tax claim, dispute or administrative or other proceeding current or, to their knowledge, threatened, which may have a material adverse effect on it or the Parties ability to perform their obligations under this Agreement.

- In giving effect to this Agreement, the Parties have not contravened and will not contravene or violate in any respect a provision of a law, or judgement, ruling, order, decree, guideline or directive issued by any Government Agency; any legislative requirement nor any provision of its constitution, or any deed, agreement or other document to which it is a party.
- They do not hold any asset as the trustee of any trust except as disclosed in writing to the Bank.

These representations and warranties continue for as long as this Agreement is in place.

23.0 Variations.

We may change the Agreement as set out in this clause.

It is important that the contact details of the Parties given to the Bank are up to date. If they are not, we may not be able to notify the Parties of changes (although we will take reasonable steps to notify the Parties).

(a) Changes we can make on general basis.

We can make the following types of changes if we apply them to a class of customers or to a product type or feature:

- changes to the annual percentage rate (which includes the rate for purchases, cash advances and balance transfers);
- changes to how we calculate interest and how often we debit interest (including any interest free period);
- changes to payments (including changes to the amount, frequency, number of payments, the time of payment or how we calculate payments);
- changes to fees and charges (including introducing new fees and charges, changing the amount of them or the time of payment);

- other changes which:
 - reflect changes in law, an official directive, or the guidelines or requirements of a regulator;
 - impose, remove or adjust transaction limits;
 - reflect changes to our pricing;
 - reflect changes to our business or technological systems;
 - reflect current industry or market practice or conditions;
 - are administrative or correct a mistake or omission;
 - we reasonably think the Parties will benefit from; or
 - are reasonably necessary to protect our legitimate interests.

(b) Changes we can make that will only apply to the Parties

We can make some changes that will only apply to the Parties. These are:

- reducing the credit limit or cash advance limit;
- other changes which:
 - reflect our risk associated with the Parties, the credit card and any security;
 - are administrative or correct a mistake or omission; or
 - reflect changes to our business or technological systems;
- any other change which reduces the Parties' obligations or gives the Parties more time to pay the Bank.

(c) How we notify you of changes.

We may notify the Business of changes as set out in the following table:

Type of change	Time frame	Method of notification
Reduction in your obligations or change that gives you more time to pay us	In the next statement of account after the change takes effect	In writing or electronically
Changes to fees and charges (including the introduction of new fees and charges)	30 days in advance	In writing or electronically
Interest rate changes	No later than the date of the change, except where the rate is linked to money market rates or other rates - changes to which we cannot notify you of in advance	In writing, electronically or through an advertisement in a major newspaper
Change in the way interest is calculated or charged to your account	30 days in advance	In writing or electronically
Government charges	30 days in advance of the change, unless the change has been publicised by a government agency, government or representative body in which case we do not have to notify you of these changes	In writing, electronically or through an advertisement in a major newspaper

Type of change	Time frame	Method of notification
Reduction in the credit limit or the cash advance limit or a refusal to authorise further transactions on the credit card	30 days in advance unless: <ul style="list-style-type: none"> - there is a Default; - we believe that the use of the card may cause loss to you or us; or - you have not used the credit card for 6 months, in which case we will notify you in the next statement of account after the change takes effect. 	In writing or electronically
Any other term or condition	30 days in advance	In writing, electronically or through an advertisement in a major newspaper

By “electronically”, we mean by:

- electronic communication to your nominated electronic address; or
- making particulars of changes available at our website: **www.westpac.com.au**

The Business is responsible to advise each Cardholder of any variation.

24.0 Notices.

Subject to clause 17, the Bank will be flexible about how notices are given to the Business. They might be provided in writing including by statement of account, by facsimile or by newspaper advertisement depending on the nature of the notice.

The Business must give the Bank a notice by posting it to the address mentioned in the inside front cover of this booklet (or any other address the Bank informs the Business that notices must be sent from time to time) or by transmitting a facsimile to the number in this booklet (or any other number the Bank informs the Business that notices must be sent from time to time) in accordance with clause 17.

25.0 Default – accelerated payment of amounts.

It is a Default under this Agreement if:

- the whole of any amount due is not paid by its due date;
- the Parties do any of the following and it has a material impact (as defined below):
 - don't comply with the law; or
 - give us incorrect, incomplete or misleading information in connection with your credit card; or
 - use the credit card for a purpose which we have not approved;
 - any of the Parties commit an act of bankruptcy or enter into any arrangement with any creditors;
 - The Business is a corporation and:
 - an administrator, receiver, receiver and manager, liquidator or similar officer is appointed; or
 - an order is made for the corporation's administration, winding up or dissolution or steps are taken towards this (for example, a resolution is passed, or an application is made to a court).

In the event of a Default, the Bank may require the Parties pay promptly all amounts due under the Agreement that would not otherwise have been immediately payable.

Before we require immediate payment we will give you at least 30 days' notice and an opportunity to correct any Default that can be corrected (unless the law does not require us to give you notice).

A Default has a “material impact” if we reasonably consider that the event by its nature is material, or the event has had, or is likely to have, a material impact on:

- the Parties’ ability to meet obligations under the Agreement;
- our credit or security risk (or our ability to assess these); or
- our legal risk or reputation.

26.0 Set off - no deduction.

If the Business or any other Party has money in any account with the Bank, the Bank is allowed, but need not, use it to pay amounts owing under this Agreement.

If the Billing Account has a credit balance, the Bank may also use all or part of that balance to clear debts which the Business owes the Bank in other loan or deposit accounts.

If the Bank acts as permitted by this clause, the balance of the account from which it has taken the money will reduce by the amount used for the purpose of clearing debts in other account(s).

To the maximum extent allowed by law, the Parties relinquish any right to set off amounts the Bank owes them (for example, credit balances in their accounts) against amounts they owe under this Agreement or any security for it.

The Parties must pay any money they are required to pay under this Agreement without deducting amounts they claim are owing to them by the Bank or any other person.

27.0 Assignment.

The Parties must not transfer this Agreement or any rights or obligations in relation to this Agreement. If the Bank wants to transfer this Agreement or any rights or obligations under this Agreement the Bank is permitted do so. If the Bank wants to do so, the Bank may give anyone (including any transferee) all information that privacy laws permit. To the maximum extent allowed by law, any transfer of this Agreement or any rights or obligations in relation to this Agreement by the Bank will be free of any set-off, equity or cross claim which the Parties would have had against the Bank or any transferee but for this clause.

28.0 Indemnity and costs.

- (a) The Parties agree to compensate the Bank for all direct loss, reasonable cost and expense (including legal costs on a full indemnity basis) the Bank may sustain or incur but excluding to the extent due to our or our agent's fraud, wilful misconduct or gross negligence) arising directly as a result of:
- (i) any negligence, misrepresentation, omission or fraud on the part of the Business, its servants, employees, contractors or agents, Principal 1, Principal 2, a Cardholder or the Contact Person with respect to the performance of the Parties' obligations under this Agreement; or
 - (ii) any breach or non-compliance by any of the Parties' or Cardholder's obligations under this Agreement

The Parties must pay us these amounts within 2 Bank Business Days after the Bank asks for them.

- (b) Each obligation under this clause:
- (i) is a separate, independent and continuing obligation payable on demand;
 - (ii) has effect despite any time, waiver or indulgence granted; and
 - (iii) survives termination or discharge of this Agreement.

29.0 No waivers.

If the Bank does not take some action when it is allowed to, it does not mean the Bank is giving up the right to take that action at a later date and the Parties agree the Bank is permitted to take that action at a later date.

30.0 Enforceability and validity.

If any provision of this Agreement is unenforceable in any jurisdiction that does not invalidate the remaining provisions of this agreement nor affect the validity or enforceability of that provision in any other jurisdiction.

31.0 Governing law.

This Agreement is governed by the laws of New South Wales.

32.0 Electronic communication.

Where a Party has provided electronic contact details, and if the law allows it, Westpac may communicate with the Party electronically. Examples of electronic communication include Westpac sending the Party emails at an email address the Party has supplied or a SMS to a mobile number the Party provided, or other similar mediums.

33.0 Our reporting obligations.

We are required to identify certain US persons in order to meet account information reporting requirements under local and international laws.

If you or (where you are applying on behalf of an entity) the entity and/or any office bearer* of the entity and/or any individual who holds an interest in the entity of more than 25% (a Controlling Person) are a US citizen or US tax resident, you must telephone 1300 658 194 at the time of completing this application. When you contact us you will be asked to provide additional information about your US tax status and/or the US tax status of the entity and/or any Controlling Person which will constitute certification of US tax status for the purposes of this application.

Unless you notify us that you or (where you are applying on behalf of an entity) the entity and/or any Controlling Person are a US citizen or US tax resident as specified above, by completing this application you certify that you or (where you are applying on behalf of an entity) the entity and/or any Controlling Person are not a US citizen or US tax resident.

If at any time after account opening, information in our possession suggests that you, the entity and/or any Controlling Person may be a US citizen or US tax resident, you may be contacted to provide further information on your US tax status and/or the US tax status of the entity and/or any Controlling Person. Failure to respond may lead to certain reporting requirements applying to the account.

*Director of a company, partner in a partnership, trustee of a trust, chairman, secretary or treasurer of an association or co-operative.

Appendix A

Cards Conditions of Use.

1.0 These Conditions of Use.

1.1 Introduction.

- (a) These Conditions of Use govern the use of a Card and, where applicable, set out the Parties rights and obligations regarding the use of a Card and a Cardholder's personal identification number (PIN). The Parties must ensure each Cardholder reads, understands and complies with these Conditions of Use. For the avoidance of doubt, each of the Parties are jointly and severally liable and responsible for any non-compliance of these Conditions of Use by a Cardholder.
- (b) A Card enables a Cardholder to access the Card Account and, if requested by the Business and agreed by the Bank, a Cheque Account and/or Savings Account. A Cardholder shall only be permitted to use their Card to access a Cheque Account or Saving Account which the Cardholder is authorised to operate in their sole capacity.
- (c) If you are a Cardholder and you do not understand anything contained in these Conditions of Use or any other document relating to the Card, please talk to the Business or our staff. We will be happy to help you.
- (d) A Cardholder must comply with these Conditions of Use, all other separate terms and conditions (express or implied) applicable to a Card Account (including the Terms & Conditions) when conducting transactions involving the use of your Card and, where appropriate, your PIN.
- (e) If there is any inconsistency between these Conditions of Use and the Terms & Conditions, the Terms & Conditions shall prevail.

1.2 When the Conditions of Use take effect.

Unless a Cardholder has previously accepted these Conditions of Use, any use of the Card will be taken by the Cardholder as agreement to comply with the Agreement (including these conditions of use).

2.0 The Card and PIN.

2.1 Use of the Card.

(a) When the Card is used to access the Card Account, the Card must be used Predominantly for business purposes. The Predominant purpose shall be for business purposes if the purpose for which more than half of the credit is used is for the benefit of the Business or if the credit is intended to be used to obtain goods or services for use for different purposes, the “Predominant” purpose shall be for business purposes if the goods or services are mainly used for the benefit of, or in relation to, the Business.

(b) A Cardholder must not use the 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 Card is used.

Where the Bank has reasonable grounds to suspect that an unlawful transaction has occurred on the Card Account, it is obliged to render a suspicious matter report to the Federal Government (AUSTRAC).

(c) A Card is valid only if it has been signed by the Cardholder.

(d) A Card is only to be used during the validity period. If the Card is outside of the validity period the Cardholder must destroy that Card immediately by cutting it into several pieces and disposing of them securely.

(e) A Cardholder must not use the Card if the Card has been suspended, cancelled or the Credit Card Contract has been terminated or the Cardholder have otherwise been instructed by Westpac or by the Business not to use the Card.

2.2 Selection/Issue of PIN.

All Cards will be issued with PIN subject to any restrictions by the Business:

- (a) A Cardholder will be required to select a PIN or unless we allocate a PIN to the Cardholder when the Card is first issued.
- (b) A Cardholder may set or change their PIN at any time. Visit westpac.com.au to find out how.
- (c) If a Cardholder's PIN is lost or stolen, a Cardholder may select a new PIN or we may issue the Cardholder with a new PIN, or, in some circumstances, we may issue the Cardholder with a new Card and PIN.
- (d) A Cardholder can use their existing PIN with a Card that replaces a Card reported lost or stolen, unless we tell them otherwise.

2.3 Card validity and expiry.

- (a) The Card is valid only if it is signed by the Cardholder and is used during the validity period shown on the face of the Card.
- (b) The Cardholder must destroy any Card that is no longer valid, by immediately cutting it into several pieces and disposing of them securely.

2.4 Card reissue.

We may issue a new Card to a Cardholder when cards expire or at any time the Bank deems fit. All such Cards are subject to this Agreement (including these Conditions of Use). We reserve the right not to reissue a Card.

2.5 All Cards remain our property.

Each Cardholder agrees that the Card remains the property of the Bank and each Cardholder agrees to return their Card to us upon our request. We may require the return of a Card for any reason, these may include, but are not limited to:

- cancellation of the Card; or
- closure or termination of the Billing Account or Card Account; or
- the closure or winding up of the Business; or
- termination of a Cardholder's authority to use the Card.

3.0 Using the Card.

3.1 Where can you use the Card?

- (a) The Business may restrict the types of transactions that a Cardholder may undertake with their Card when accessing the Card Account (refer to clause 9 of these Terms & Conditions - the Business must notify a Cardholder of these restrictions). In addition to these restrictions, there may be other restrictions, including one or more of the following:
- the types of Merchants, financial institutions or Electronic Banking Terminals that may accept the Card;
 - the country where the Merchant, financial institution or Electronic Banking Terminal is located that may accept the Card;
 - the number and/or value of transactions a Cardholder may make;
 - the day of the week and/or the time of day that a Cardholder may make transactions;
 - whether a Cardholder may undertake purchase transactions with the Card.
- (b) Subject to paragraph (a) and clause 3.2(a), a Cardholder may use the Card as follows:
- (i) at most automatic teller machines in Australia for cash withdrawals and balance enquiries;
 - (ii) at Westpac automatic teller machines in Australia for transfers of funds between accounts;
 - (iii) at selected Westpac automatic teller machines in Australia for:
 - deposits to an account;
 - an ATM mini-statement listing up to the last 10 entries on a Cheque Account or Savings Account and the available balance of the account;
 - a listing of account balances of up to 10 accounts that may be accessed by the Cardholder (All Accounts Balance Summary);
 - (iv) at automatic teller machines overseas bearing the Visa® and Mastercard® logo for cash withdrawals or at ATM bearing the Cirrus® logo (Mastercard only) for cash withdrawals and balance enquiries;
 - (v) at EFTPOS terminals in Australia to pay for goods or services provided by a Merchant;

- (vi) for transactions on the Card Account at any Merchant including by mail, telephone or internet order or at any financial institution or Electronic Banking Terminal, in Australia and most overseas countries, displaying the applicable scheme logo for the Card.
- (c) If the Cardholder uses the Card outside Australia, Australian exchange control requirements may apply. Details of requirements, if any, may be obtained from our branches.

3.2 Do transactions have to be authorised?

- (a) Certain transactions on the Card Account may need to be authorised by us before they can proceed (even if they are of a type the Business has not restricted under clause 4.1). Prior to any transaction being completed, the Merchant or other person involved in the transaction may obtain an authorisation for the transaction.

We may not authorise a proposed transaction in certain circumstances, for example if:

- it is not within the transaction restrictions imposed on the Card by the Business;
 - the Cardholder Credit Limit would be exceeded; or
 - the overall Business Credit Limit would be exceeded.
- (b) Once the authorisation is obtained, it will reduce the amount of available funds on the Card Account. If the purchase or other transaction is not completed, the amount of available funds on the Card Account may continue to be reduced for up to four working days after the authorisation is obtained.
 - (c) We reserve the right to reasonably decline authorisation for any transaction made using the Card.

3.3 How much credit can you obtain?

- (a) The Business will notify you of the credit limit that applies to the Card (i.e. the Cardholder Credit Limit). The credit limit is the amount of credit that is available by using the Card.
- (b) Transactions made by a Cardholder must not exceed that Cardholder's Credit Limit and the available Business Credit Limit.

- (c) To protect against fraud, a Cardholder must not draw against the value of deposited cheques until 3 working days after the deposit has been made. (In certain uncommon circumstances, this period may be extended by a further one, or even two, working days). If drawings are made against a deposited cheque before it has been paid by the financial institution on which it is drawn, the Business will have to reimburse the Bank if the cheque is subsequently dishonoured.

3.4 Merchants and other financial institutions.

- (a) We are not responsible if a Merchant or financial institution refuses or is unable to accept the Card. Subject to any applicable law, we are not responsible for goods or services supplied to a Cardholder or the Business. If a Cardholder has a complaint or concern about goods or services purchased with the Card, the Cardholder or Business must resolve this directly with the Merchant.
- (b) Card promotional material displayed on any premises is not a warranty by us, by any other financial institution or by Merchants carrying on business there that all goods and services available at those premises may be purchased with the Card.

3.5 Cash Advances at branches and other financial institutions.

If the Business has authorised the Card to be used for Cash Advances from the Card Account:

- (a) The minimum amount you may obtain may vary between financial institutions. The minimum a Cardholder may obtain at our branches in Australia is \$20.
- (b) Before a Cash Advance has been processed, a Cardholder may be required to provide the following identification:

In Australia, either:

- a passport or driver's licence bearing the Cardholder's photo; or
- any two of the following items:
 - identity card bearing the Cardholder's photo;
 - driver's licence without a photo;
 - another credit or debit card bearing the Cardholder's signature;

- an employee identity card, union card or student card bearing the Cardholder's signature; or
- a pensioner identification card.

Or, if a Cardholder is overseas: a passport. Some overseas financial institutions may require additional identification.

3.6 Foreign Transactions.

Foreign Transactions incur the Foreign Transaction Fee.

We may charge the Foreign Transaction Fee on any Foreign Transaction which we debit to your Card Account. Details of the Foreign Transaction Fee are set out in the Establishment Letter or in any notice we give you notifying you of a change in these fees. Details are also available at westpac.com.au/business-banking/credit-cards.

Foreign Transactions in a currency other than Australian dollars.

Any Card Account statement entries for Foreign Transactions made in a currency other than Australian dollars (a 'foreign currency') will include the foreign currency amount converted into Australian dollars by the applicable card scheme, and the Foreign Transaction Fee.

The method of conversion is as follows:

If a Visa card is used to make a transaction in a foreign currency on your Card Account, the transaction is converted into Australian dollars by Visa International using:

- a rate Visa International selects from the range of rates available to it in wholesale currency markets for the date on which Visa International processes the transaction. The rate Visa International selects may vary from the rate Visa International receives itself; or
- a rate a government requires Visa International to apply to the conversion as at the date Visa International processes the transaction.

Visa International may convert a transaction in a foreign currency into US dollars prior to converting it into Australian dollars.

If a Mastercard® card is used to make a transaction in a foreign currency on your Card Account, Mastercard converts the transaction into Australian dollars at the conversion rate or rates Mastercard applies when it processes the transaction.

Note: Foreign exchange rates quoted by Westpac from time to time are not used to convert Foreign Transactions made in a foreign currency to Australian dollars.

Foreign Transactions in Australian dollars.

Any Card Account statement entries for Foreign Transactions made in Australian dollars will include the Australian dollar amount and the Foreign Transaction Fee.

Note: the Foreign Transaction Fee may be charged in circumstances where you may not be aware that the Merchant or entity processing the transaction is located outside Australia.

Refunds and chargebacks of Foreign Transactions.

Any refund or chargeback relating to a Foreign Transaction made in a currency other than Australian dollars will be converted to Australian dollars by the applicable card scheme in accordance with clause 3.6 above. The exchange rate used for the refund or chargeback may differ from the rate applicable when the Foreign Transaction was initially processed.

A Foreign Transaction Fee charged on a Foreign Transaction will be reversed if a chargeback is applied to the transaction.

Foreign Transactions which are refunded by the Merchant other than via a chargeback process will still incur the Foreign Transaction Fee on the original transaction. No Foreign Transaction Fee will be charged on the refund transaction.

3.7 Transactions at Electronic Banking Terminals.

- (a) When a Cardholder makes a transaction at any Electronic Banking Terminal, the Cardholder and the Parties authorise us to act on the instructions the Cardholder enters into the terminal or otherwise uses a Card at a Contactless Terminal.
- (b) We reserve the right to reasonably limit or change the amount which may be withdrawn from a Card Account by use of the Card.
- (c) A maximum daily transaction limit applies to the Card for:
 - cash withdrawals through automatic teller machines debited to the Card Account; and
 - transactions through EFTPOS terminals debited to a Cheque Account and/or Savings Account.

- (d) If a Cardholder makes a cash withdrawal at an automatic teller machine and the Cardholder also make a transaction at an EFTPOS terminal on the Cheque Account and/or Savings Account on the same day, the total of these transactions cannot exceed the maximum daily transaction limit.
- (e) Subject to clause 4.1(a), the maximum daily transaction limit does not apply at branch terminals.
- (f) Some Merchants may allow you to withdraw cash from a Cheque Account or Savings Account linked to the Card at EFTPOS terminals subject to certain conditions. We accept no responsibility for any such conditions imposed by the Merchant.
- (g) A Cardholder shall be advised of the maximum daily transaction limit when issued with a Card, and the Cardholder shall be subsequently advised of any changes to the limit.
- (h) Transaction limits (as notified to you) apply to the use of a Card to make a Contactless Transaction at a Contactless Terminal.

3.8 ATM deposits.

- (a) If a Cardholder makes a deposit at one of our automatic teller machines, we will be responsible for the security of the deposit from the time the deposit is made, however, the amount of the deposit is subject to verification by us. Our count of the funds deposited is regarded as conclusive evidence of the amount deposited. If there is a difference between the amount of the deposit and the amount written on the deposit slip, we will notify the Contact Person as soon as possible and advise the Contact Person of the actual amount that has been credited to the Account.
- (b) Cash deposited will not be available for withdrawal until after we have posted the cash amount to the Card Account. Coins must not be included in a deposit/payment envelope inserted in our automatic teller machines.

3.9 Transaction records.

A Cardholder must keep all vouchers and transaction records given to the Cardholder by Merchants, financial institutions and Electronic Banking Terminals to help the Cardholder and/or the Business check transaction details on the Card Account and Billing Account.

You or an Additional Cardholder may authorise a Merchant to charge amounts to your Card Account over time.

You should keep a record of all regular payments arranged with Merchants, including the Merchant name and contact details, and the amount(s) and date(s) upon which payments are to be processed. To cancel or change any regular payment authority you should contact the Merchant in writing at least 15 days prior to the next scheduled payment. Until you notify the Merchant, Westpac is required to process transactions from the Merchant. If the Merchant does not comply with your request to cancel the regular payment arrangement, you may be able to dispute the charges if you can show written evidence of the notice to cancel the regular payment arrangement.

Should your Card number be changed i.e. as a result of a lost or stolen Card you must request the Merchant to change the details of your existing regular payment arrangement to ensure arrangements continue. If you do not undertake to notify the Merchant of a change in Card details your regular payment arrangement either may not be honoured by the Bank or the Merchant may stop providing the goods and/or services.

Should you elect to close your Card Account or your Card Account is closed by the bank you should contact all Merchants with whom you have regular payment arrangements to revise your Card Account details. Failure to do so may result in the Merchant failing to provide the goods and/or services.

4.0 Unauthorised transactions.

4.1 Protecting your Card and PIN.

- (a) Because anyone who has the Cardholder's Card and PIN can make transactions on a Card Account, the Cardholder must take special care to protect them.
- (b) To protect a Card the Cardholder must:
- sign it as soon as the Cardholder receives it;
 - carry it with the Cardholder whenever the Cardholder can;
 - regularly check that the Cardholder still has their Card;
 - not give the Card to anyone else, including a family member or friend.
- (c) If a Cardholder makes a record of their PIN the Cardholder must keep it separate and well away from their Card unless the PIN is reasonably disguised. However, to minimise the risk of unauthorised transactions occurring on a Card Account, it is best to keep the PIN record, even if disguised, separate and well apart from the Card. For example, a Cardholder must not keep their Card and undisguised PIN together:
- in a wallet, bag or briefcase, even if in different compartments;
 - in a car, even if in different areas of the car;
 - in their office or at home in the same room;
 - in any other situation where the Card and PIN can be found and used.
- (d) To protect the PIN a Cardholder must:
- try to memorise it;
 - destroy our letter telling the Cardholder of their PIN (if applicable);
 - not write their PIN on a Card, even if it is disguised;
 - not keep a record of their PIN with or near their Card;
 - not tell anyone their PIN, including family members, friends and our staff;
 - if a Cardholder selects their own PIN, not select a number or word that can be easily guessed, such as

part of the data imprinted on their Card, a previously selected PIN, consecutive numbers, one number repeated or numbers which form a pattern, or that can easily be associated with the Cardholder, such as their date of birth, part of their name, telephone number, driver's licence number and so forth;

- make sure that nobody watches the Cardholder enter their PIN at Electronic Banking Terminals;
- never enter their PIN in an Electronic Banking Terminal that does not look genuine, has been modified, has a suspicious device attached to it or is operating in a suspicious manner;
- be ready to make a transaction when a Cardholder approaches an Electronic Banking Terminal;
- make sure that a Cardholder does not leave anything behind when he or she completes a transaction, including leaving their Card unattended in or at an Electronic Banking Terminal;
- notify us and the Business immediately if a Cardholder's PIN mailer has not been received intact, or if a PIN change has taken place without being requested.

(e) If a Cardholder selects their own PIN, for security reasons the Cardholder should endeavour to change it at regular intervals (say, every two years).

(f) If a Cardholder makes a record of their PIN, they must either take reasonable steps to prevent unauthorised access to the record or ensure the record is reasonably disguised. We do not consider that a Cardholder has made a reasonable attempt to disguise a PIN if they:

- record it in reverse order;
- record it as a series of numbers with any of them marked to indicate the PIN;
- record the PIN as a telephone number with the PIN in its correct sequence anywhere within the telephone number;
- record the PIN as a telephone number where no other telephone numbers are recorded;
- disguise the PIN as a date or as an amount.

There may be other forms of disguise which may be similarly unsuitable because of the ease of another person working out your PIN.

4.2 Liability for unauthorised transactions.

4.2.1 Transactions not involving Manual Signature Comparison.

This clause 4.2.1 explains the Parties liability for losses resulting from unauthorised transactions which are initiated through Electronic Equipment and do not involve Manual Signature Comparison.

(a) When the Parties are not liable.

- (i) The Parties shall not be liable for losses resulting from unauthorised transactions where it is clear that the Cardholder has not contributed to the loss.
- (ii) The Parties shall not be liable for losses resulting from unauthorised transactions that:
 - are caused by the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or of Merchants who are linked to the electronic funds transfer system or of their agents or employees; or
 - require the use of the Card and/or PIN and happen before the Cardholder receives their Card and/or PIN (including a replacement or reissued Card or PIN). For the avoidance of doubt, receiving a PIN includes setting a PIN for the first time when a card is first issued; or
 - happen after we have been notified that a Card has been misused, lost or stolen or that PIN security has been breached; or
 - are made with a Card or PIN that is forged, faulty, expired or cancelled (as applicable); or
 - are the result of the same transaction being incorrectly debited more than once to the same account.

(b) When the Parties are liable.

- (i) The Parties shall be liable for actual losses resulting from transactions which are carried out by the Cardholder, or by another person with the Cardholder's knowledge or consent.
- (ii) The Parties shall be liable for actual losses resulting from unauthorised transactions caused by the Cardholder:
 - engaging in fraud; or

- voluntarily disclosing their PIN to anyone, including a family member or friend; or
 - keeping a record of their PIN:
 - without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
 - in a way that it could be lost or stolen with their Card; or
 - writing their PIN or a disguised record of their PIN on their Card; or
 - selecting a PIN which represents their birth date, or being an alphabetical PIN which is a recognisable part of their name, after we have asked them not to select such a PIN and told them of the consequences of doing so; or
 - acting with carelessness in failing to protect their PIN.
- (iii) The Parties shall also be liable for actual losses resulting from unauthorised transactions caused by the Cardholder or the Business unreasonably delaying notifying us of the misuse, loss or theft of their Card, or of their PIN becoming known to someone else. The Parties' liability will only extend to losses which occur between the time when the Cardholder became aware (or should reasonably have become aware) of such misuse, loss or theft and when we were actually notified.
- (iv) The Parties shall not be liable to pay for:
- that portion of the losses incurred on any one day which exceed the daily transaction limit applicable to the Card Account;
 - that portion of the losses incurred which exceed the Card Credit Limit;
 - losses incurred on any accounts which the Business and the Bank had not agreed could be accessed using the Card and PIN.
- (v) The Parties' liability is subject to the Bank proving on the balance of probability that the Cardholder contributed to the losses in one or more of the ways listed above.

(c) **When limited liability applies.**

The Parties shall only be liable for actual losses resulting from unauthorised transactions to a limited extent, in circumstances where a PIN was required to perform the transaction and it is unclear whether the Cardholder contributed to the loss. The Parties' liability in such cases shall be the least of:

- \$150; or
- the balance of the Account, including any pre-arranged credit; or
- the actual loss at the time we are notified of the misuse, loss or theft of the Card or of the PIN becoming known to someone else (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

4.2.2 Other unauthorised transactions.

The Parties shall not be liable for losses resulting from unauthorised transactions made on their Card Account after we receive notice from the Cardholder in terms of clause 4.2.1. Until we receive such notice, the Parties may be liable for losses resulting from unauthorised transactions which were not initiated through Electronic Equipment and/or involved Manual Signature Comparison.

4.2.3 eCommerce Transactions.

If an unauthorised transaction is an eCommerce Transaction and we are notified that the transaction is unauthorised by the due date shown on the Account statement, the Parties shall not be liable for the amount of the transaction.

4.2.4 Where we may not process your claim.

In the event the Business or a Cardholder disputes a transaction, Westpac may ask the Business and/or the Cardholder to provide certain information, complete certain documentation or do certain things, such as make a police report. Where Westpac requests information from the Business or a Cardholder in relation to the disputed transaction, it is expected that this information will be supplied within 14 days. In cases where this information is not provided or not provided within 14 days, Westpac may be unable to process the claim and the disputed charge(s) may remain the liability of the Parties.

5.0 Our responsibilities and liabilities.

5.1 Card access.

- (a) We shall maintain access to the Card Account at all times unless:
- an Electronic Banking Terminal malfunctions or is unavailable for use;
 - a Merchant refuses to accept the Card;
 - the Card Account is considered out of order by us. In any of these circumstances, access to the Card Account may be denied or withdrawn without prior notice to the Cardholder.
- (b) We reserve the right at any time to alter the types of accounts which may be operated, or the types of transactions which may be undertaken, or the types of Electronic Banking Terminals which may be accessed, using the Card and, where applicable, a PIN.

5.2 Suspension, cancellation and closure.

- (a) We reserve the right to suspend or cancel any Card at any time to protect a Cardholder or us from fraud or other losses, to manage regulatory risk, or for any other reason determined by us acting reasonably. We will notify you as soon as possible afterwards by giving you written notice. We will suspend or cancel a Card if the Business asks us to. Once a Cardholder is notified of the suspension or the cancellation of the Card, the Cardholder must not use the Card. If the Card has been cancelled, the Cardholder must destroy it by cutting it into several pieces and then returning them to us or inform us by telephone that the Cardholder has destroyed the Card and disposed of the pieces securely.

The Parties shall remain liable for transactions made by a Cardholder prior to or after suspension or cancellation of the Card. A Cardholder may be liable to the Business for any use of a Card after the Cardholder has received notice of its suspension or cancellation. In addition, a cancellation may not be effective until the Card has been returned to us.

If a Card has been suspended or cancelled by us, fees, charges and interest charges will continue to be debited to the Card Account and the minimum payment each month will remain due until the balance of the Card Account is paid in full. Without limiting or waiving our rights under any other clause of these terms and conditions, if the Card Account has been closed,

we may demand and the Business must promptly pay us the full balance of the account, including (where applicable) any amount reasonably expended by us in collecting payments.

- (b) What happens if an Electronic Banking Terminal does not work?

We will not be responsible if an Electronic Banking Terminal does not accept your instructions or the Card fails to work in the terminal.

6.0 Lost or Stolen Cards, Disputed Transactions and Complaints.

6.1 How to report a lost or stolen Card or PIN or dispute a transaction.

- (a) **What to do** A Cardholder must immediately notify us and the Business if their Card or PIN record (where applicable) is lost or stolen, or the Cardholder suspects that unauthorised transactions has been made on their Card Account. We will give you a notification number or some other form of acknowledgment which the Cardholder should retain as evidence of the date and time of their report. Where a Cardholder report is made by telephone, we may require the Cardholder to confirm it at one of our branches and complete certain documentation.
- (b) **How to tell us** If any Card is lost or stolen in Australia or overseas, the best way to contact us is to telephone us using the number listed at the front of this booklet. A Cardholder may call in at one of our branches in Australia, but we prefer that the Cardholder telephone us immediately so that we can put a stop on their Card straight away. If a Cardholder's Card is Mastercard® or Visa® branded and it is lost or stolen overseas, the Cardholder may report the loss to:
- Mastercard Global Service (if your Card is a Mastercard Card); or
 - Visa® Global Customer Assistance Services (if your Card is a Visa Card); or
 - any financial institution displaying the applicable scheme sign.

If the Cardholder is not able to contact us by phone because our telephone numbers are not available, the Parties shall not be responsible for unauthorised use of a Card which could have been prevented if the Cardholder was able to contact us by phone.

The Cardholder must, however, tell us of the loss or theft of their Card within a reasonable time from the re-establishment of our telephone reporting facilities.

6.2 Investigating and resolving problems.

- (a) If the Cardholder or Business has a problem or complaint, we aim to resolve it at your first point of contact with us. If we cannot do so, we will escalate it to our Customer Relations and Support Team. The Cardholder can also contact our Customer Relations and Support Team:

Telephone: 1300 550 897

E-mail: Go to our website, www.westpac.com.au and click on 'Contact us' and then click on 'Feedback and Complaints'.

Fax: (02) 8253 1854

Mail:
CRST
GPO Box 5265
Sydney NSW 2001.

- (b) If you are not satisfied with our response or handling of your complaint, you may be able to lodge your complaint with a free, independent external dispute resolution scheme. If your complaint is lodged:

- **before 1 November 2018**, you may lodge your complaint with the Financial Ombudsman Service Australia:

Online: www.fos.org.au

Email: info@fos.org.au

Phone: 1800 367 287

Mail: Financial Ombudsman Service Limited
GPO Box 3 Melbourne VIC 3001

- **on or after 1 November 2018**, you may lodge your complaint with the Australian Financial Complaints Authority:

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678

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

7.0 Definitions.

In these Terms & Conditions and Conditions of Use:

“**Annual Percentage Rate**” or “**interest rate**” means the percentage rate per annum or percentage rates per annum applicable to the BusinessChoice Cards as set out in the BusinessChoice Establishment Letter or as notified to the Business by the Bank from time to time.

“**Bank**”, “**Westpac**”, “**our**”, “**we**” or “**us**” means Westpac Banking Corporation (ABN 33 007 457 141).

“**Bank Business Day**” means any day between the hours of 9.00am and 4.30pm on which banks are open for business of the nature required by this Agreement in the relevant place.

“**Billing Account**” means the account opened by Westpac in the name of the Business which is used to record the transactions of all of the Cards issued under this Agreement and other transactions relating to this Agreement.

“**BPAY**” means the electronic payment scheme registered to BPAY Pty Ltd ABN 69 079 137 518 of which we are a member. BPAY is governed by a separate Product Disclosure Statement located at westpac.com.au. BPAY access to your Card Account shall only be provided if you separately apply for and are approved by us to receive BPAY.

“**Business**” means the organisation identified as the Business on the Application Form for the BusinessChoice Cards.

“**Business Credit Limit**” means the maximum amount of credit the Bank agrees to advance to the Business. It may also be referred to as “Facility Limit”.

“**Card**” means any

- BusinessChoice Everyday Visa® Credit Card;
- BusinessChoice Everyday Mastercard® Credit Card;
- BusinessChoice Rewards Platinum Visa® Credit Card;
- BusinessChoice Rewards Mastercard Credit Card;
- BusinessChoice Everyday Visa® Charge Card*;
- BusinessChoice Everyday Mastercard Charge Card*;
- BusinessChoice Mastercard Credit Card*;

issued by us to a person nominated by the Business in accordance with this Agreement.

“Card Account” means the account opened by Westpac used to record transactions relating to a specific Card issued to a Cardholder in accordance with this Agreement.

“Cardholder” means anyone who has been issued a Card in accordance with this Agreement.

“Cardholder Credit Limit” means the maximum amount of credit the Bank agrees to advance to a specific Cardholder.

“Cash Advance” means any transaction treated by us as a Cash Advance, including transactions where the Business or Cardholder:

- draw cash from the Billing Account or Card Account using an automatic teller machine or at a financial institution; or
- receive from a Merchant a cash substitute (including, but not limited to, using the Billing Account or Card Account to purchase gambling chips or tokens, traveller’s cheques or money orders, or to load value to a stored value card or facility); or
- use the Billing Account or Card Account to pay bills through a third party where the Merchant does not accept credit card payments; or
- use the Billing Account or Card Account to pay bills over the counter at a financial institution; or
- transfer, or arrange for the transfer of, funds from the Billing Account or the Card Account to another account.

Merchants enter into an agreement with their chosen financial institution, enabling the Merchant to accept payment for goods and services by credit card. Westpac, as the issuer of a Card, is only able to determine whether to treat a transaction a Cardholder makes with a Merchant under this Agreement as a purchase or a Cash Advance, based on information (including the type of business conducted by the Merchant) provided by that financial institution in the course of processing the transaction. Accordingly, Card transactions made with certain Merchants may be treated as Cash Advances, even though such transactions do not fall within any of the above transaction categories. The most common types of Merchant outlet where this may occur are newsagencies and Merchants that sell lottery tickets or other gambling/gaming products.

“Cheque Account” means the cheque account the Bank permits the Business or a Cardholder to perform transactions on under this Agreement.

“**Closing Balance**” is defined in clauses 12 and 13 of these Terms & Conditions.

“**Contact Person**” means the person who the Parties agree shall, in connection with this Agreement and subject to clause 6, receive correspondence and notices from Westpac, and instruct Westpac, on their behalf and with their authority. The Parties agree the Contact Person must be Principal 1 unless the Bank agrees in writing that the Contact Person may be someone other than Principal 1.

“**Contactless Terminal**” means an Electronic Banking Terminal which can be used to make a Contactless Transaction.

“**Contactless Transaction**” means a transaction made by holding your Card (which is capable of making a Contactless Transaction) in front of a Contactless Terminal and without having to insert or swipe the Card.

“**Daily Percentage Rate**” means the Annual Percentage Rate divided by 365.

“**Default**” means an event or circumstance described in clause 25.0.

“**eCommerce Transaction**” means a Card transaction between a Cardholder and a Merchant over the internet or other networks using a personal computer or other access device. Mail orders and telephone orders are excluded from this definition.

“**Electronic Banking Terminal**” means any authorised terminal or device in which a Cardholder can use their Card and their PIN. This includes:

- Westpac branch terminals in Australia;
- Westpac automatic teller machines in Australia;
- automatic teller machines of other selected financial institutions in Australia;
- automatic teller machines overseas bearing the scheme logo for your Card;
- automatic teller machines overseas bearing the Cirrus logo (for Mastercard® Cards only);
- electronic funds transfer at point of sale (EFTPOS) terminals; or
- any other authorised terminal or device connected to the Bank’s electronic banking system from time to time.

“Foreign Transaction” is any Purchase or Cash Advance made using the Card:

- in a currency other than Australian dollars; or
- in Australian dollars or any other currency with a Merchant located outside Australia; or
- in Australian dollars or any other currency that is processed by an entity located outside Australia.

Note: It may not always be clear to you that the Merchant or entity is processing the transaction

“Foreign Transaction Fee” is a fee charged to you by Westpac being a percentage of the Australian dollar value of a foreign transaction. The percentage varies depending on the applicable credit card scheme.

“Internet Banking” means the use of a computer to connect you to us via the Internet and carry out a range of transactions and obtain information about your accounts. Internet Banking is governed by a separate Product Disclosure Statement located at westpac.com.au. Internet Banking access to your Card Account shall only be provided if you separately apply for and are approved by us to receive Internet Banking.

“Merchant” means a provider of goods or services who accepts payment by Card.

“PIN” means a personal identification number or word which has been selected by a Cardholder, or which has been allocated to a Cardholder by the Bank, for use with a Card in any Electronic Banking Terminal.

“Principal 1” means the person who applies for the BusinessChoice Cards on behalf of the Business and is identified as an applicant on the Application Form for the BusinessChoice Cards or any other person the Bank agrees in writing to be “Principal 1” from time to time.

“Principal 2” means the person, other than Principal 1 who applies for the BusinessChoice Cards on behalf of the Business and is identified on the Application Form for the BusinessChoice Cards (if any) or any other person the Bank agrees in writing to be “Principal 2” from time to time.

“Promotion Plan” means a special promotion made by us to the Business, in terms of which, if the promotion is accepted a different Annual Percentage Rate will apply to an agreed portion of the Card Account or Billing Account balance for an agreed period of time. A Promotion Plan may apply to a Cash Advance or to a purchase.

“Purchase” or **“purchase”** means each amount:

- charged by the supplier for the supply of any goods or services purchased by the use of a Card except Cash Advances;
- treated by us as a purchase under 14.0 Interest and 15.0 Calculation of interest charges; or
- designated by us as a purchase.

“Savings Account” means the savings account the Bank permits the Business or a Cardholder to perform transactions on under this Agreement.

“Small Business” means a business:

- having less than 100 full time (or equivalent) people if the business is or includes the manufacture of goods; or
- having in any other case, less than 20 full time (or equivalent) people; or
- defined as a “Small Business” under the Code of Banking Practice published by the Australian Bankers’ Association.

“Statement Date” is defined in clause 13 of these Terms and Conditions.

“Telephone Banking” means the use of the telephone to carry out a range of transactions, such as; checking account balances, paying bills and transferring money. Telephone Banking is governed by a separate Product Disclosure Statement located at westpac.com.au. Telephone Banking access to your Card Account shall only be provided if you separately apply for and are approved by us to receive Telephone Banking.

Appendix B

Direct Debit Request Service Agreement.

This Agreement sets out your rights and responsibilities when making credit card repayments by direct debit.

1.0 Our Commitment to You.

- We will debit your nominated account in accordance with your Direct Debit Request.
- We will give you at least 14 days' notice if we need to change your direct debit arrangements.
- We will keep all information relating to your nominated financial institution account confidential, except where required for the purposes of conducting direct debits with your financial institution or in connection with claims made on us relating to an alleged incorrect debit.
- If you have made a payment into the Billing Account that places the Billing Account into credit or results in a zero balance at the payment due date, the autopay direct debit (Direct Debit) will still continue to take place. This also applies if, you make an additional payment to the Billing Account that is only a partial payment and still leaves a debit balance on the Billing Account, your Direct Debit arrangement for the month will remain unchanged and continue to take place.

2.0 Your Commitment to Us.

- Please ensure that direct debit can be made from your nominated account as direct debiting is not available on all accounts. If you are uncertain about this, please check with the financial institution where your account is held.
- Please check your nominated account details against a recent statement before completing the Direct Debit Request.
- Please ensure that there are sufficient funds available in the nominated account to allow payments to be made in accordance with your Direct Debit Request.

- If you have set up direct debit and there have been two failed Direct Debit transactions (that is we cannot withdraw the nominated amount from your nominated account) in consecutive months due to insufficient funds in the nominated account, the Bank, at its sole discretion, may:
 - (i) Cancel the Direct Debit Request;
 - (ii) Impose a fee or charge; or
 - (iii) Charge interest on any unpaid purchases outstanding.

If your Direct Debit Request is cancelled, you must arrange to either set up a new Autopay Request Form - Direct Debit Request or use alternative payment methods so we can process your payment.

- You need to let us know as soon as possible, if the nominated Account is transferred or closed, or your account details change.
- If your direct debit arrangements are cancelled for any reason, you will need to arrange an alternative account for making the repayment.
- Please ensure that all account holders for the nominated account sign the Direct Debit Request.

3.0 Can you change the Direct Debit arrangements?

- Any changes that you would like to make are subject to the BusinessChoice Cards Terms & Conditions.
- You need to give us seven (7) days notice before your next scheduled repayment for any of the following:
 - Stopping an individual payment;
 - Deferring a repayment;
 - Suspending future repayments;
 - Cancelling the repayments immediately; or
 - Altering the repayment amount or repayment cycle.
- You can make all of these changes by calling us on 1300 650 107.
- If you consider a direct debit repayment has been initiated incorrectly, or if you don't understand any aspect of the direct debit procedure, you should contact us on the number above.

- You may also stop an individual repayment or cancel your Direct Debit Request by contacting the financial institution where your nominated account is held.

4.0 Other Information.

- If your due date for a Credit Card repayment falls on a weekend or a National Public Holiday, we will automatically direct debit the repayment on the next business day.
- If you are uncertain as to when a debit will be processed from your nominated account, please check with the financial institution where your nominated account is held.

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Drop into a branch



200 years
proudly supporting Australia

Things you should know: The contents herein should be used for general information purposes, and not as advice. Merchants should seek independent advice.

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