

Important information about Commonwealth Bank Business Credit Card.

Conditions of Use Business Credit Card

Please note: We recently changed the name of our Business Card products. If your Letter of Offer was issued prior to 30 November 2007, it may refer to “Revolving Credit Option 3” (read this as “Business Credit Card”).



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These Conditions of Use, the Terms Schedule and the 'Commonwealth Bank Business Credit Card Standard Fees and Charges' brochure the Bank gives the accountholder together make up the contract regulating transactions on the card account ('the Commonwealth Bank Business Credit Card contract').

These Conditions of Use apply for all transactions on the Commonwealth Bank Business Credit Card account. We strongly recommend that you keep a copy of these Conditions of Use and the document or documents containing the particulars of the card account as they contain information which could be important for you later.

An accountholder's card may be used for other purposes, for example, if it is linked to other accounts it may constitute part of an access method for those accounts. Use of the card for such purposes:

- is governed by the terms and conditions of the account being used;
- may be directed to any one of your accounts linked to your card if it is not possible to carry out the instructions you give the electronic equipment; and
- may be limited to specific amounts set by us or by the owner of the electronic equipment.

The accountholder and every cardholder should carefully read these Conditions of Use. If you do not understand anything about these Conditions of Use, simply call **13 1576** anytime. We will be pleased to assist you.

If the accountholder is an individual or a small business, the relevant provisions of the Code of Banking Practice apply.

We have published a booklet 'The Better Banking Book', copies of which may be obtained by telephoning the Bank on **13 1576** anytime. The Better Banking Book contains some useful information on a range of banking matters including the rights and obligations that arise out of the banker and customer relationship, account opening procedures, the Bank's obligations regarding confidentiality of your information, complaint handling procedures, bank cheques, the advisability of you informing the Bank promptly when you are in financial difficulty and the advisability of you reading the terms and conditions applying to any banking service provided to you or in which you are interested.

We comply with the National Privacy Principles as incorporated into the Privacy Act. We publish a booklet setting out our Privacy Policy. You may request a copy by calling **13 1576** anytime. A copy may also be viewed at **commbank.com.au**

The Bank has printed in **bold** type the Conditions of Use that refer to the accountholder's liabilities and responsibilities for transactions made via electronic equipment. It is important for your protection in the use of a card that you know your rights and obligations. The Bank undertakes to keep to these Conditions of Use once the Bank accepts the accountholder's offer pursuant to Condition 4.

The Conditions of Use keep to the Electronic Funds Transfer Code of Conduct dated 1 April 2001 and the Bank warrants that the Bank will comply with that Code's requirements. They operate alongside any legal rights held by the accountholder or the Bank but do not replace any of those rights.

Meanings of words

In these Conditions of Use the following words have the meanings indicated.

access method

means a method the Bank makes available to the user in order for the user to give the Bank instructions. The Bank relies on the use of the access method as its mandate to act on such instructions. A reference to an access method includes a reference to each of the individual components that are part of the access method (including devices, identifiers and codes or a combination of these) but it does not include a method where the comparison of the appearance of a cardholder's manual signature is the principal means of authenticating the authority to give the instruction. Transactions on a card account can still be effected using a cardholder's card and manual signature.

accountholder

means the person, company, firm or partnership identified as the 'accountholder' in the Schedule.

account access service

means a service for the purposes of which either or both of the following apply:

- a) the user must provide one or more codes to a service provider to enable the service provider or another person to access accounts at an account institution on the user's behalf; or
- b) the user must record or store one or more codes in a manner required by the service provider to facilitate the user, the service provider or another person acting on the user's behalf, to access an account at an account institution using that code or codes (for example, if the Bank (acting as a service provider) provides a user with a software wallet to store codes and the wallet is used by the user or the Bank to access information or an account).

Meanings of words

business day

means a day that is not:

- a Saturday or Sunday; or
- a public holiday, special holiday or bank holiday in the place in which any relevant act is to be done or may be done.

card

means the MasterCard card the Bank issues on the card account to a cardholder.

A card is a 'device' as referred to in the EFT Code.

card account

means the account the Bank sets up in the name of the accountholder for the purposes of the Commonwealth Bank Business Credit Card contract.

card scheme

means the MasterCard International Incorporated card scheme.

cardholder

means a person to whom a card is issued at the accountholder's request and includes anyone authorised by a cardholder to use a card or code.

A cardholder is a 'user' as referred to in the EFT Code.

code

means information (for example, a PIN or password) which:

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

device

means a physical device (for example, a card) used with electronic equipment to access a card account.

EFT Code

means the revised Electronic Funds Transfer Code of Conduct dated 1 April 2001.

electronic equipment

includes an electronic terminal (for example, an EFTPOS terminal or Automatic Teller Machine), computer, television and telephone.

identifier

means information:

- the content of which is known to the user but not only to the user and which the user is not required to keep secret; and
- which the user must provide (in any manner) to or through a card or electronic equipment in order to access a card account.

Letter of Offer

means the Letter of Offer (if any) accepted by you (including any Letter of Offer replacing an earlier Letter of Offer) under which we agree to provide the facility.

our

means belonging to the Commonwealth Bank of Australia ABN 48 123 123 124.

password

means the password nominated by a cardholder, in accordance with the Bank's requirements for the nomination of passwords, for use with the cardholder's card when the cardholder makes certain transactions with a password and to obtain information about the card account or other services, by telephone.

A password is a 'code' as referred to in the EFT Code.

permitted transactions

means a card transaction a cardholder authorises a merchant to make on the card account, if certain events occur (for example, when a cardholder authorises a car rental agency to complete a transaction record to recover damages, parking fines and other fines for motor

Meanings of words

traffic violations or when a cardholder authorises a hotel to complete a transaction record when the cardholder books a room, but the cardholder does not arrive to occupy the room).

PIN

means a personal identification number which the Bank may issue to cardholders (or which a cardholder selects) for use with a card at electronic equipment.

A PIN is a 'code' as referred to in the EFT Code.

Proscribed Person

A person who appears to us either (a) to be a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth); (b) to be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism; (c) to appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; or (d) act on behalf, or for the benefit of, a person listed in subclauses (a) – (c).

Schedule

means the Terms Schedule (if any) (including any Terms Schedule replacing an earlier Schedule) which records the particulars of the Commonwealth Bank Business Credit Card contract between the Bank and the accountholder or that contract as varied.

security

means any security (including any guarantee) stated at Item 5 of the Schedule or any security substituted for it with the Bank's prior written consent.

security property

means the property mortgaged or charged to the Bank by the security.

security provider

means any person (other than the accountholder) providing the security.

statement period

means each period for which the Bank draws up a statement of the card account or would have drawn up a statement if:

- there had not been a breach of these Conditions of Use; or
- there had been a transaction (other than the Bank writing off an amount owed to the Bank) on the card account since the date the Bank last drew up a statement.

user

means the accountholder and any cardholder.

we, us and the Bank

means the Commonwealth Bank of Australia ABN 48 123 123 124.

you and your

means the accountholder and, where the context allows, includes any cardholder.

The words 'including' or 'for example' when introducing an example do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

A reference in these Conditions of Use to:

- a) the singular includes the plural and vice versa;
- b) words denoting any gender include all genders;
- c) a person includes a body corporate; and
- d) a condition or document is a reference to a condition of these Conditions of Use or the document as varied or replaced from time to time.

Conditions precedent

1. Conditions precedent

The Bank has obligations under these Conditions of Use only if:

- the valuation and title of the security property and any other legal requirements connected with the card account are to the Bank's satisfaction;
- where the accountholder enters into the Commonwealth Bank Business Credit Card contract as trustee of any trust or where the accountholder's obligations under the Commonwealth Bank Business Credit Card contract are to be secured by a security given by a person in their capacity as trustee of a trust, the accountholder satisfies the Bank, in the manner required by the Bank from time to time that the Commonwealth Bank Business Credit Card contract or the security or both will be valid and enforceable against the trustee;
- where the accountholder is a body corporate, the accountholder provides the Bank on the Bank's request with a copy of the accountholder's constitution certified by a director or the secretary of the accountholder as being true and up to date;
- the results of a credit reference check on the accountholder are satisfactory to the Bank; and
- the accountholder has provided the Bank with the necessary identification information it requires; and the Bank has carried out any necessary verification check(s)."
- all representations or warranties made by the accountholder in relation to the Commonwealth Bank Business Credit Card contract are correct and not misleading.

Undertakings

2. Undertakings

During the term of the Commonwealth Bank Business Credit Card contract, the accountholder undertakes to:

- provide the Bank with copies of the accountholder's financial statements and any consolidated accounts of the accountholder and its subsidiaries as and when required by the Bank;
- where the accountholder is an individual or a partnership, make full and true disclosure of the accountholder's current financial position to the Bank from time to time on the Bank's demand; and
- that the balance of the card account will fluctuate with the working capital requirements of the accountholder's business from time to time and will not be used by the accountholder as long-term debt.

Representations and warranties

3. Representations and warranties

In this Condition 3, where the accountholder is not a body corporate, 'accounts' refers to the accounts of the accountholder's business.

The accountholder makes the following representations and warranties for and on behalf of itself and any security provider and the Bank relies on them each time credit is obtained or sought to be obtained on the card account (references to the accountholder are taken to include any security provider):

- credit on the card account will be used wholly for business purposes;
- the accountholder (if an individual) is not:
 - a) an undischarged bankrupt and has not assigned their estate or entered into any arrangement or composition for the benefit of their creditors; and
 - b) less than eighteen years of age;
- the accountholder (if a trustee) has:
 - a) full power and is legally entitled to enter into and perform its obligations under the Commonwealth Bank Business Credit Card contract and under any security supporting its obligations under the Commonwealth Bank Business Credit Card contract; and
 - b) taken every necessary action to authorise its entry into the Commonwealth Bank Business Credit Card contract and to perform its obligations under the Commonwealth Bank Business Credit Card contract;
- the accountholder is not in default of any agreement and no event has occurred which, with the giving of notice or the lapse of time or both would constitute a default of any agreement, which would materially adversely affect the accountholder's ability to perform their obligations under the Commonwealth Bank Business Credit Card contract;

- there is no current, pending or threatened litigation or proceedings of any kind against the accountholder which, if successful, would render it less likely that the accountholder could perform their obligations under the Commonwealth Bank Business Credit Card contract;
- the last available accounts of the accountholder:
 - a) were prepared in accordance with generally accepted Australian accounting practices and principles;
 - b) represent the financial position of the accountholder as at the date to which the accounts relate; and
 - c) represent the results of the accountholder's operations for the accounting period up to the date to which the accounts relate; and
- since the date to which the accountholder's accounts relate there has been no materially adverse change in the accountholder's financial position which renders it less likely that the accountholder can perform its obligations under the Commonwealth Bank Business Credit Card contract or the security supporting their obligations under the Commonwealth Bank Business Credit Card contract.

About the cards

4. When do these Conditions of Use apply?

The accountholder accepts the Bank's offer to enter into the Commonwealth Bank Business Credit Card contract only when the Bank receives a copy of a Schedule or Letter of Offer signed by the accountholder.

5. The card account

The Bank debits the card account with:

- any purchases a cardholder makes using a card with an access method or manual signature;
- any cash advances a cardholder makes using a card with an access method or manual signature; and
- any permitted transactions.

The Bank also debits the card account with:

- interest charges;
- any government charges;
- fees and charges; and
- the Bank's reasonable expenses of enforcing these Conditions of Use;

which the accountholder must pay under these Conditions of Use.

6. Issuing cards

A maximum of two (2) cards each with a code can be issued by the Bank under each Commonwealth Bank Business Credit Card contract as follows:

- **(where the accountholder is an individual) to the accountholder and one other individual at any time and from time to time nominated by the accountholder in writing as its agent;**
- **(where the accountholder is a firm of more than one proprietor or partnership) to any two individuals at any time and from time to time nominated by the accountholder in writing. Where any one or more of the partners is an individual, at least one of the cardholders must be a partner; and**

- **(where the accountholder is a company) to any two individuals at any time and from time to time nominated by the accountholder in writing as its agent;**

provided that each cardholder is over eighteen years of age.

Use of a card by a cardholder is subject to these Conditions of Use. The accountholder is responsible for a cardholder's use of a card with an access method. The Bank suggests that the cardholder has a copy of these Conditions of Use.

The accountholder is responsible for the cardholder's use of their card and code. The accountholder is liable for any failure of a cardholder to comply with these Conditions of Use.

If the accountholder asks the Bank in writing, the Bank will cancel a card issued to a cardholder.

The accountholder may also ask the Bank, either by attending a branch or phoning the Bank on **13 1576**, to place a temporary stop on the card account. If the accountholder places a stop on the card account, all cardholders will be unable to make transactions on the card account until the accountholder requests the Bank (either by attending a branch or phoning us on **13 1576**) to revoke the stop.

However, you should be aware that neither the cancellation of a card nor the stop on your card account will take full effect immediately. You will continue to be liable for all transactions made by the card to purchase goods and services at a price below the merchant's authorised floor limit, until you have taken all reasonable steps to have the card returned to us.

The accountholder authorises the Bank to give the cardholder access to information about the card account.

7. How to protect a cardholder's access methods (which include a card, PIN and password)

Access methods comprise the keys to the card account. A cardholder must take reasonable care to ensure that access methods and any record of access methods are not misused, lost or stolen.

7a. Cards and other devices

A cardholder must make sure that:

- i) cards are signed immediately upon receipt;
- ii) cards are kept secure and carried by the cardholder whenever possible; and
- iii) The cardholder regularly checks that the card is still in their possession.

7b. Codes

The Bank will post a cardholder's codes to them or they may call into one of the Bank's branches and enquire about how to select a code.

A cardholder must make sure they:

- i) do not keep their card and code together;
- ii) do not tell anyone their code or let anyone find out their code – not even family or friends;
- iii) are ready to make the transaction when they approach the electronic equipment, for example, an Automatic Teller Machine;
- iv) do not let anyone watch them enter their code.
A cardholder should check the location of mirrors, security cameras or any other means of observing their code entry, and then shield it from anyone;
- v) do not leave anything (such as their card, their transaction record or cash) behind when a transaction is completed.

If the Bank tells a cardholder of their code by letter, the Bank suggests that the cardholder memorises their code as soon as they get the Bank's letter. The letter should then be destroyed. This is the safest policy.

7c. What to do with codes

If a cardholder does not feel confident about remembering their code and decides to keep a record of it, the cardholder must take the following steps to safeguard the card account and funds. The account holder may suffer loss if the cardholder does not take these steps.

First Step

The cardholder must make a reasonable attempt to disguise the code in the record – that is, scramble the details in such a way that others will not be able to decode.

The Bank is not liable to reimburse the account holder if an unauthorised transaction occurs on a card account and a cardholder has not made a reasonable attempt to disguise their code or to prevent unauthorised access to their code record.

For example, the Bank will not consider that a reasonable attempt has been made to disguise a code if a cardholder only:

- i) recorded the code in reverse order;
- ii) recorded the code as a 'phone' number where no other 'phone' numbers or words are recorded;
- iii) recorded the code as a four digit number, prefixed by a telephone area code;
- iv) recorded the code as a series of numbers or words with any of them marked, circled or in some way highlighted to indicate the code;
- v) recorded the code disguised as a date (eg 9/6/63) where no other dates are recorded;
- vi) recorded the code in an easily understood code, eg A=1, B=2; or
- vii) self-selected a code which is an obvious word or number or one that can be found in their purse or wallet or can be easily guessed by someone else (such as a date of birth, middle name, family member's name or driver's licence number).

These are only guidelines for a cardholder to ensure the security of their code. An accountholder's liability for loss will be determined in accordance with the EFT Code.

Second Step

A cardholder must destroy any letter which told them of their code.

Third Step

A cardholder must not record their code or the disguised record on another part of an access method.

7d. Where to keep a code record

A cardholder must keep code records separate and well apart from their card. A cardholder must never keep the code record and the card in a situation where, if a thief gets hold of the card, he/she will also find the disguised code.

A cardholder must ensure cards and codes are never kept together:

- i) in a briefcase, bag, wallet or purse (even if in different compartments);**
- ii) in a car (even if in different areas of the car; in fact no part of an access method should be left in a car at all);**
- iii) at home in the one item of furniture, eg different drawers of the same bedroom dresser; or**
- iv) in any other situation where the card is not separate and well apart from a code record.**

8. The cards are the Bank's property

Each card remains the Bank's property. The accountholder must return or ensure the return of a card to the Bank if the Bank asks for it. The accountholder must ensure that a cardholder destroys any card that is no longer valid.

9. When can a card be used?

If the letter accompanying the card indicates it is inactive, the cardholder can simply call **13 1576** anytime, to activate the card.

Once activated, the card is valid only for the period indicated on it. The card cannot be used before the commencement month or after the expiry month on the card.

A cardholder must sign their card as soon as they get it.

10. Where can a card be used?

A card can be used in Australia and most countries overseas.

A cardholder can use their card with merchants and financial institutions displaying the relevant card scheme signs. However, some goods and services may not be available by use of a card. The Bank is not liable if a merchant or financial institution refuses to accept or honour a card. The Bank is not responsible for the goods or services supplied to a cardholder unless required by law. A cardholder must take up any complaints direct with the merchant.

A cardholder should make sure that the correct amount is entered in electronic equipment before the cardholder authorises a transaction. A cardholder must take up direct with the merchant disputes over what they believe to be incorrect charging.

In some circumstances we may be able to lodge a claim under the card scheme's rules for disputed transactions to get a refund for you. More information on this procedure, known as a 'chargeback', and other procedures for disputing transactions is contained in conditions 28 and 29.

A merchant must issue a valid credit voucher to make a refund to a cardholder. The Bank can only credit the card account with the refund when the Bank receives the voucher from the merchant's bank.

11. Does the Bank have to authorise a transaction?

The Bank may need to authorise transactions by use of a card. The Bank reserves the right not to authorise a transaction.

If the Bank authorises a transaction the available credit on a card account will be reduced by that amount for up to 5 business days if the transaction:

- is not completed; or
- is completed but the actual amount is different from the authorisation. For example, a hotel might get authorisation for the cost of one night's accommodation when you check in but the amount of the bill later processed to your card account might be different to that authorisation.

If a cardholder uses a card overseas, the accountholder agrees that the Bank may disclose at any time to MasterCard International Incorporated details of the card account so they can authorise purchases or cash advances or permitted transactions outside Australia.

12. What happens when a cardholder uses electronic equipment?

By making a transaction using electronic equipment via an access method, the accountholder authorises the Bank to act on the instructions for making a transaction which the cardholder enters into electronic equipment using an access method.

Transactions made through electronic equipment:

- are governed by these Conditions of Use;
- are governed also by the terms and conditions of the accounts being used;
- may be processed at the Bank's option on the next business day;

- may be directed to any one of the accountholder's accounts linked to the card account if it is not possible to carry out the instructions the cardholder gives through electronic equipment; and
- may be limited to specific amounts set by the Bank or by the owner of the electronic equipment.

The daily electronic banking maximum amount is \$800 per card. In some circumstances, it may be less. This maximum amount does not apply to telephone banking, Internet banking and credit card purchases through electronic equipment and over-the-counter withdrawals at Commonwealth Bank branches.

The Bank may process transactions made through electronic equipment after 3pm on a business day or made on a day which is not a business day, under the date of the next business day.

The Bank accepts responsibility for the security of deposits lodged at the Bank's automatic teller machines. The amount of the deposit is subject to later verification by the Bank. The Bank's count of the funds deposited is regarded as conclusive evidence of the actual amount.

If the Bank differs on the amount of the deposit, the Bank will tell the accountholder of the discrepancy as soon as possible.

The Bank may cancel the use of a card in electronic equipment or withhold a card at any time, without notice, if the Bank believes the card is being used in a way that may cause losses to the accountholder or the Bank. The Bank may vary the maximum or minimum amounts which a cardholder may withdraw through electronic equipment within any period of time.

13. Reserved

This Condition is reserved.

14. How much credit can a cardholder get?

The credit limit on the card account is stated at Item 2 of the Schedule or in the Letter of Offer. The Bank may reduce or cancel the credit limit on the card account at any time. The Bank gives the accountholder written notice if the credit limit on the card account is reduced or cancelled as soon as possible after the reduction or cancellation. Further credit cannot be obtained on the card account after the credit limit is cancelled.

The outstanding balance on the card account must not exceed the credit limit on the card account unless the Bank gives its written authority or the Bank otherwise authorises a particular transaction over the limit. The Bank can require the accountholder to pay any amount the accountholder owes on the card account in excess of the credit limit on the card account immediately.

15. How much cash can a cardholder get?

The minimum amount a cardholder may request for any cash advance is:

- in Australia – AUD20; and
- overseas – whatever the local bank allows but not less than the equivalent of AUD20.

16. The accountholder's liability

The accountholder is liable for all the credit the Bank extends as a result of a cardholder using a card issued on the card account. The accountholder must pay the Bank:

- the price of all goods and services purchased or acquired by the use of any card with an access method or manual signature (including all mail, telephone and Internet orders) authorised to be charged to the card account by the cardholder;
- the amounts shown on all cash advance vouchers;
- the amounts of all cash advances and any other transactions charged, or intended to be charged, to the card account as a result of the use of a card with an access method or manual signature;
- the amount shown on all permitted transaction vouchers; and
- any other amounts the Bank may debit to the card account under these Conditions of Use.

The accountholder is liable for any credit a cardholder obtains on the card account after their card is cancelled or after the Commonwealth Bank Business Credit Card contract is terminated.

Where the accountholder is more than one party, the obligations under the Commonwealth Bank Business Credit Card contract bind each party individually and together.

17. How does the accountholder know what they owe?

The Bank posts the accountholder a statement once every month. The Bank has fixed a particular date in each month to draw up the statement. The Bank posts the accountholder a statement of the card account, if, at the statement date in any month:

- there are any amounts owing by or to the accountholder on the card account; or

Transactions

- there have been any amounts charged or credited to the card account since the previous statement date.

The Bank does not send the accountholder a statement of the card account in a month, if at the date the Bank would have prepared a statement:

- the amount outstanding on the card account is less than \$2 and no entries have been made since the previous statement date;
- the Bank has written off the amount the accountholder owes the Bank on the card account and no other entries have been made since the previous statement date; or
- the accountholder or a cardholder has failed to keep to these Conditions of Use over three consecutive statement periods, including the last statement period, and the Bank has not given credit on the card account during the last statement period.

Amounts in each statement of the card account are always in Australian currency.

18. Foreign currency transactions

The accountholder is liable for the Australian dollar equivalent of the amount of overseas purchases, permitted transactions and cash advances a cardholder obtains on a card account.

Foreign Currency Conversion by the Card Schemes

Each card scheme has its own method of converting foreign currency into Australian dollars. Exchange rates can fluctuate under any of the methods of conversion, until the time the Bank debits a card account with the amount of the transaction converted into Australian dollars.

Purchases, permitted transactions and cash advances in United States dollars are converted into Australian dollar equivalents at the rates set by MasterCard International Incorporated (MCI) on the day MCI processes the purchases, permitted transactions and cash advances.

Purchases, permitted transactions and cash advances in currencies other than United States dollars are converted into United States dollar equivalents at the rates set by MCI on the day the purchases, permitted transactions and cash advances are processed in the United States by MCI and then further converted into Australian dollar equivalents at the rates set by MCI on the day the purchases, permitted transactions and cash advances are processed by MCI.

Foreign Currency Conversion at Point of Sale

A merchant may offer a cardholder the option of converting an overseas purchase, permitted transaction and cash advance from foreign amounts into Australian dollars at the time the transaction takes place. If the cardholder chooses to do this, the Bank debits the relevant card account with the Australian dollar amount of the transaction.

19. Payments on the card account

The accountholder must pay on the Bank's demand, the debit balance of the card account.

Until demand is made under this condition, the accountholder may decide what payments they wish to make on the card account at any time provided that the minimum payment (if any) is made by the due date. The accountholder must consider the undertaking in clause 2 of these Conditions of Use when deciding how much to pay on the card account.

Payment obligations

Each statement of the card account sets out:

- a closing balance which states how much the accountholder owes the Bank;
- the minimum payment (if any) the accountholder must make; and
- the date on which the minimum payment is due for payment. The due date for payment is 25 days after the statement date.

Transactions

The accountholder must pay at least the minimum payment (if any) by the due date. More can be paid at any time.

Calculation of minimum payment

If a statement of the card account shows a closing balance of less than \$75, the minimum payment is the closing balance.

Otherwise, the minimum payment the accountholder must make is the greatest of:

- the excess of the closing balance over the credit limit on the card account;
- 2.5% of the closing balance (rounded down to the nearest dollar); or
- \$75.

Methods of payment

The accountholder must pay the card account in Australian currency in Australia.

The accountholder cannot pay the card account through a financial institution overseas.

The accountholder can make payments at any of the Bank's branches or send them direct to the address shown on a statement of the card account.

20. How the Bank uses payments

The Bank regards payments as being made only when the Bank credits them to the card account. The Bank credits a payment to the card account as soon as practicable. Proceeds of cheques whilst credited to your card account are subject to clearance. If the accountholder pays by cheque and the cheque is dishonoured, the Bank treats the dishonoured payment as a cash advance, and charges interest on such cash advance, from the date of dishonour.

Payments will be applied in the following order:

- first, interest and government charges shown on any statement of account;
- second, any of the Bank's fees and charges (including enforcement expenses) shown on any statement of account;
- third, cash advances shown on any statement of account;
- fourth, purchases and permitted transactions shown on any statement of account and prior to the last statement of account;
- fifth, purchases and permitted transactions shown on the last statement of account;
- sixth, cash advances not shown on any statement of account;
- seventh, purchases and permitted transactions not shown on any statement of account; and
- eighth, interest, any Bank fees and charges, enforcement expenses and government charges not shown on any statement of account.

21. Interest rate

The Bank sets the interest rate on the card account by adding a margin or subtracting a margin from an index interest rate. The index interest rate and margin applying to the card account are stated in the Letter of Offer or respectively at Items 4(b) and 4(c) of the Schedule.

22. What interest does the Bank charge?

In this Condition, purchases, permitted transactions, cash advances and any other amounts the Bank can debit to your card account will be called repayable amounts.

The Bank charges interest on all repayable amounts. The Bank calculates the interest it charges by using the daily percentage rate applying to the card account (ie the interest rate applying to the card account under clause 21 divided by 365).

Transactions

A statement of the card account for a statement period shows the interest rate applying to the card account as an annual percentage rate and the details of the interest charges debited to the card account in the statement period.

The Bank charges interest on each outstanding repayable amount from the date the transaction giving rise to it is made until the account holder repays it in full.

The Bank calculates the interest for a statement period by multiplying the average of the daily outstanding balances over the statement period by the daily percentage rate and then multiplying the result by the number of days in the statement period.

Up to 55 interest-free days cards Purchases and permitted transactions

The maximum interest-free period on your card account is 55 days. The actual interest-free period you get on a purchase or permitted transaction may be less, due to the date on which the purchase or permitted transaction is made and the date on which a statement period ends.

Each statement of your card account tells you the closing balance on the account at the end of the statement period. If you want to make full use of the interest-free period available on purchases and permitted transactions you must pay at least the closing balance for a statement period before the payment due date. This ensures that we do not charge interest in the next statement period on:

- purchases and permitted transactions made in that statement period; or
- purchases and permitted transactions made in the statement period immediately before.

Otherwise, we charge interest in the next statement period on the outstanding amount of purchases and permitted transactions made in that statement period and purchases and permitted transactions made in the statement period immediately before.

In all cases we charge interest in a statement period on the outstanding amount during the statement period of any purchases and permitted transactions made before the immediately prior statement period.

So, for any statement period there may be some repayable amounts on which we charge interest and some on which we do not charge interest. Where there are repayable amounts on which we do charge interest, we calculate interest on those repayable amounts for a statement period in three steps:

- first, we average the outstanding daily amount of purchases and permitted transactions over the statement period;
- then we multiply the average by the daily percentage rate applying to your card account; and
- finally, we multiply the result we get from the prior step by the number of days in the statement period.

The result we get from the last step is the amount of interest on purchases and permitted transactions we charge to your card account in the statement period.

Cash advances

We charge interest on the outstanding amount of each cash advance (including any related fees) from the date of the cash advance until you repay the cash advance.

We calculate interest on cash advances for a statement period in three steps:

- first, we average the outstanding daily amount of cash advances over the statement period. The cash advances may have been made in that statement period or an earlier statement period;

Transactions

- then we multiply the average by the daily percentage rate applying to your card account; and
- finally, we multiply the result we get from the prior step by the number of days in the statement period.

The result we get from the last step is the amount of interest on cash advances we charge to your card account in the statement period.

No interest-free days cards

We charge interest on the outstanding amount of each purchase, permitted transaction and cash advance from the date of the purchase, permitted transaction or cash advance until you repay the purchase, permitted transaction or cash advance.

We calculate interest for a statement period in three steps:

- first, we average the outstanding balances over the statement period;
- then we multiply the average by the daily percentage rate applying to your card account; and
- finally, we multiply the result we get from the prior step by the number of days in the statement period.

The result we get from the last step is the amount of interest we charge to your card account in the statement period.

When do we debit interest

The Bank debits the card account on the last day of each statement period with the interest calculated up to and including that day.

23. Fees and charges

The Bank may debit the card account with the fees and charges set out in the 'Commonwealth Bank Business Credit Card Standard Fees and Charges' brochure the Bank gives the accountholder. All fees and charges

(other than the annual fee and non-Commonwealth Bank ATM fees) are debited to the card account at the end of the statement period in which they are chargeable.

The Bank debits the annual fee (if applicable) to the card account on the first business day of the month following the first use of the card account and on or about each anniversary of that date.

The Bank debits the non-Commonwealth Bank ATM fees to the card account as soon as practicable after a cardholder obtains the cash advance or makes the balance enquiry.

24. Government charges

The accountholder must pay the Bank all charges which governments may impose on the Bank in relation to transactions on the card account or on the security.

All government charges are debited to the card account at the end of the statement period to which they relate.

25. If the accountholder thinks there is a mistake or wishes to claim a chargeback

The accountholder should obtain and keep all vouchers and transaction records cardholders get from merchants, financial institutions and electronic equipment and check the details and entries on each statement of the card account for accuracy as soon as they receive it.

The date appearing on a transaction record may not be the transaction date shown on the statement because transactions completed on non-business days or after 3pm on business days may be processed on the next business day.

The accountholder should tell the Bank promptly if they think their statement has a mistake in it or records a transaction which is possibly unauthorised or an error has occurred with electronic equipment.

If the accountholder delays telling us it may limit the Bank's ability to resolve a complaint. You should tell us within 30 days of the statement date so that we do not lose our chargeback rights. If you tell us after this time and we cannot chargeback the transaction, you may still be liable for that transaction. More information is contained in conditions 28 and 29.

If the accountholder disputes a transaction on the card account or any transaction involving use of a card and PIN, a request to have the complaint investigated must be completed at a Bank branch.

The Bank gives an acknowledgment of the request and the Bank's Card Services department will investigate it.

If the complaint relates to a transaction involving use of a card and PIN and it cannot be resolved immediately, the Bank will write to the accountholder to tell them of the Bank's procedures for investigating and resolving the complaint.

Within 21 days of the Bank receiving the details of the complaint, the Bank will either complete the Bank's investigations or write and inform the accountholder that the Bank needs more time to complete the Bank's investigations.

Unless there are exceptional circumstances, in which case the Bank informs the accountholder in writing, the Bank will complete its investigation of a transaction involving use of a card and PIN within 45 days of receiving the notice of complaint.

A complaint may take longer to resolve if:

- an error occurred when a cardholder used a card in electronic equipment overseas; or
- the complaint is about a transaction which did not involve the use of a card and PIN.

Upon completion of the Bank's investigation, the Bank informs the accountholder in writing of the result of the complaint, gives the reasons for its decision and the provisions of these Conditions of Use the Bank considered during its investigations.

If the Bank concludes as a result of its investigations that an account has been incorrectly debited or credited, the Bank will adjust the card account (including any interest and charges) and advise the accountholder of the amount with which the account has been debited or credited.

If the Bank concludes that an account has not been incorrectly debited or credited, or in the case of unauthorised transactions, that the accountholder is liable for the loss, or part of the loss, the Bank will give the accountholder copies of any documents and other evidence on which the Bank based its finding.

If the accountholder is not satisfied with the Bank's decision, a brochure titled 'How we can help you' is available at all branches and states what to do to have the Bank review its decision.

For card and PIN-based transactions, the Bank will accept liability for the full amount of the transaction which is the subject of the complaint, if:

- the Bank fails to keep to these complaint investigation and resolution procedures or fails to communicate the reasons for the Bank's decision; and
- the Bank's failure harms the outcome of the complaint or results in unreasonable delay in its resolution.

Unauthorised use, loss or theft of a card, PIN or password

26. What to do

A cardholder must tell the Bank as soon as they become aware that their card is lost or stolen or suspect that their PIN or password has become known to someone else because it may help us detect fraud and reduce the need for us to conduct a lengthy enquiry because of extended misuse of the account.

When the cardholder tells the Bank, the Bank gives them a number which will be proof of the date and time of the report. The cardholder should keep this number as evidence that they told the Bank of the misuse, loss or theft. If a card is lost or stolen and unauthorised transactions occur on an account linked to the card, the Bank will be liable for all losses occurring after the Bank is told that a card has been misused, lost or stolen.

Even if a cardholder is confident that their PIN or password is secure, they must tell the Bank when they become aware of the loss or theft of their card or of any unauthorised access to the accounts linked to the card.

27. How to tell the Bank about lost or stolen cards or revealed PINs or passwords.

In Australia, the cardholder must notify the Bank by:

- telephoning the Bank on 13 1576 anytime; or
- calling into the Bank's nearest branch during bank hours.

If the cardholder is unable to tell the Bank of the loss, theft or known or suspected unauthorised use of their card because the Bank's hotline facilities are unavailable, the account holder will not be liable for any losses from unauthorised transactions which could have been stopped if the cardholder had been able to telephone the Bank. However, the cardholder must tell the Bank within a reasonable time when

another means of telling the Bank becomes available, for example by visiting or telephoning one of the Bank's branches when it is open.

If the cardholder is overseas, they must:

- phone the emergency hotline.
If they are in USA, 1800 247 4623 (free call).
If they are in any other country, by contacting the local telephone operator and requesting a reverse charge/collect call to the USA and quoting 1 636 722 7111; or
- calling into any financial institution displaying the card scheme sign and notifying them of the loss, theft or known or suspected unauthorised use of the card.

28. Liability for transactions

There are exceptions to your liability set out in condition 16, which differ depending on whether the transaction is authorised or unauthorised.

What is an authorised transaction?

A transaction carried out by a cardholder is an **authorised transaction**. Any transaction carried out by a cardholder is authorised unless, before the transaction, the account holder or the cardholder told us to cancel that cardholder's access method and the card is destroyed.

What is an unauthorised transaction?

An **unauthorised transaction** is one which is not authorised by a cardholder.

Unauthorised use, loss or theft of a card, PIN or password

28.1 When an accountholder will not be liable for authorised transactions

Each card scheme's rules allows us to dispute an authorised transaction for you in certain circumstances if we do so within strict time limits. If the credit card scheme's rules allow us to do so, we will claim a refund of a transaction ('chargeback') for you. Usually we can only do this if you tried to get a refund from the merchant first and were unsuccessful. You should tell us if you want us to chargeback a transaction for you within 30 days of the statement date so that we do not lose our chargeback rights. If you tell us after this time, and we cannot chargeback the transaction, you will continue to be liable for that authorised transaction.

28.2 When an accountholder will not be liable for unauthorised transactions

The accountholder will not be liable for any loss arising out of an unauthorised transaction which:

- a) a cardholder did not contribute to;
- b) arises after a cardholder has notified the Bank that any card forming part of the access method has been misused, lost or stolen or that the security of codes forming part of the access method has been breached;
- c) is caused by the fraudulent or negligent conduct of any of our employees or agents or act of the employees or agents of any person (includes merchants) involved in the Electronic Funds Transfer network;
- d) results from any component of an access method being forged, faulty, expired or cancelled;
- e) arose from transactions requiring the use of any card or code forming part of the access method which occurred prior to the accountholder or any cardholder receiving such card or code;
- f) is caused by the same transaction being incorrectly debited more than once to the card account;

- g) the cardholder was not aware of and could not have known about.

If your claim for an authorised transaction arises because of a lost or stolen card, we may be able to chargeback the transaction for you. You must tell us within 30 days of the statement date so that we do not lose our chargeback rights.

Nevertheless, in cases where EFT Code applies, you will still be able to have your account credited with the amount in dispute:

- if the transaction falls within (a) – (f) above; or
- it arose from a misuse of your security codes without your card having been lost or stolen.

29. When an accountholder will be liable for unauthorised transactions

The accountholder will be liable for any loss arising out of unauthorised transactions where the Bank can prove on the balance of probability that a cardholder contributed to loss:

- a) occurring before the Bank was notified that a card forming part of the access method has been misused, lost or stolen or that the security of the codes forming part of the access method has been breached and which arose:
 - i) via fraud on the part of a cardholder;
 - ii) via any cardholder voluntarily disclosing their code to anyone, including a family member or friend;
 - iii) where the access method also utilises a card and:
 - A) the cardholder indicates one or more of the codes on the outside of the card; or
 - B) the accountholder keeps a record of one or more of the codes (without making any reasonable attempt to protect the security of the codes) on the one article, or on several articles, carried with the card, or liable to loss or theft simultaneously with the card;

Unauthorised use, loss or theft of a card, PIN or password

- iv) where the access method comprises a code or codes without a card, the cardholder keeps a record of all of the codes (without making any reasonable attempt to protect the security of the code records) on the one article, or on several articles so that they are liable to loss or theft simultaneously;
 - v) where the Bank has permitted a cardholder to select or change any of their codes, and, immediately prior to that selection or change of code, the Bank has specifically instructed the cardholder not to select a code which represents:
 - A) their date of birth; or
 - B) a recognisable part of their name;and the Bank has brought to the cardholder's attention the consequences of selecting such a code, and, notwithstanding which, the cardholder has selected such a code; or
 - vi) the cardholder acts with extreme carelessness in failing to protect the security of all their codes.
- b) resulting from the cardholder's unreasonable delay in notifying the Bank after the cardholder became aware of the misuse, loss or theft of a card forming part of the access method, or that the security of all the codes forming part of the access method has been breached.
- c) because a cardholder did not tell the bank when they should reasonably have become aware that a card was lost or stolen.

30. Extent of the accountholder's liability

- a) Where any of the circumstances in Conditions 29(a)(i) – (vi) apply, the accountholder will be liable for the actual losses which occur before the Bank is notified that:
- i) a card forming part of the access method has been misused, lost or stolen; or

- ii) the security of the codes forming part of the access method has been breached, but the accountholder will not be liable under this Condition 30(a)(ii) unless such breach was the dominant cause of the loss.
However, the accountholder will not be liable for that portion of the losses incurred:
 - A) on any one day which exceeds the applicable daily transaction limit(s);
 - B) in a period which exceeds any other periodic transaction limit(s) applicable to that period;
 - C) on any card account which exceeds the balance of that card account(s) immediately before the transaction which resulted in the loss;
 - D) on any card accounts which the Bank had not agreed with the accountholder could be accessed using the access method.

- b) Where Condition 29(b) applies, the accountholder will be liable for the actual losses which occur before the Bank is notified that:
- i) a card forming part of the access method has been misused, lost or stolen; or
 - ii) the security of all the codes forming part of the access method has been breached;

However, the accountholder will not be liable for that portion of the losses incurred:

- A) on any one day greater than the applicable daily transaction limit(s);
- B) in a period greater than any other periodic transaction limit(s) applicable to that period;
- C) on any card account greater than the balance of that card account(s) immediately before the transaction which resulted in the loss;
- D) on any card accounts which the Bank had not agreed with the accountholder could be accessed using the access method.

Unauthorised use, loss or theft
of a card, PIN or password

- c) Where none of the above circumstances apply, and a code was required to perform the transaction, the accountholder will be liable for the least of:
- i) \$150; or
 - ii) the balance (immediately before the transaction) of those card account(s) (including any pre-arranged credit) from which value was transferred in the unauthorised transactions and which the Bank had agreed with the accountholder may be accessed using the access method; or
 - iii) the actual loss at the time the Bank was notified (where relevant) that the card had been misused, lost or stolen or that the security of the codes has been breached (excluding that portion of the losses incurred on any day which exceed any applicable daily transaction or other periodic transaction limit(s)).
- d) Where the Bank is a member of a credit card scheme, the accountholder will only be liable for those amounts which the Bank is unable to chargeback under the rules of the scheme. Such liability is subject to any further limitations which might apply under Conditions 30(a), (b) and (c) above.

No liability for conduct authorised by the Bank

- e) Where the Bank:
- (i) expressly authorises any conduct on part or a cardholder; or
 - (ii) expressly or impliedly promotes, endorses or authorises an account access service;
- no conduct, disclosure, recording or storage of an access code which is authorised, required or recommended for the use of such card account access service, will breach any of the requirements of Conditions 29(a)(ii) – (a)(vi).

The Bank may impose conditions on any authorisation.

- f) Discretion to reduce liability
- Where the accountholder alleges that a transaction is unauthorised and the Bank has not placed a reasonable daily or periodic transaction limit, either the Bank or an external dispute resolution body may decide to reduce the accountholder's liability having regard to:
- i) whether the security and reliability of the means used by the Bank to verify that the relevant transaction was authorised by a cardholder adequately protected the accountholder from losses in the absence of reasonable daily or other periodic transaction limits protection; and
 - ii) if the unauthorised transaction was a funds transfer that involved drawing on a line of credit accessible by the access method (including drawing on repayments made to a loan account), whether at the time of making the line of credit accessible by the access method, the Bank had taken reasonable steps to warn the accountholder of the risk of the access method being used to make unauthorised transactions on that line of credit.

31. If a card is found

The cardholder must not use their card again if they recover it after they have reported it as lost or stolen. Instead the cardholder must tell the Bank.

If the cardholder is overseas at the time, they should tell a financial institution displaying the card scheme sign.

Variation

32. Variation

The Bank may:

- change the index interest rate;
- change the interest rate margin;
- change the link to an index interest rate;
- change the basis for calculating interest;
- change the interest or fee charging cycle;
- change the amount and frequency of payment of fees and charges;
- impose a new fee or charge; and
- vary any other of these Conditions of Use;

at any time.

The Bank's interest rates are published each week in leading daily newspapers in each State and Territory. The Bank advertises any change in its index interest rates in leading daily newspapers in each State and Territory no later than the day the change takes effect.

The Bank gives thirty days written notice of:

- any change in the basis of calculating interest;
- any change in the interest rate margin;
- any change in an interest or fee charging cycle;
- the imposition of a new fee; and
- the change of a link to an index interest rate.

The obligation to give the accountholder advance notice does not apply if variations are required in an emergency to restore or maintain the security of the Bank's electronic banking systems or individual card accounts.

If there are a lot of important or sufficient number of cumulative changes, the Bank will issue a new brochure setting out all the variations made to the Conditions of Use.

Default, cancellation and termination

33. Default

The accountholder is in default under these Conditions of Use if:

- the accountholder does not pay on time any amount payable under these Conditions of Use;
- the accountholder or any cardholder does not keep to any other of these Conditions of Use;
- the Bank is not satisfied with the value or the title to the security property or both;
- any security provider does not keep to the terms of the security;
- the accountholder or any cardholder gives the Bank incorrect or misleading information in connection with the Commonwealth Bank Business Credit Card contract before or after the accountholder accepts the Bank's offer to enter into the contract; or
- a power of sale arises under the security or under any other security over the security property.
- you, an additional cardholder or a signatory to your account appears to be a Proscribed

Person

In most circumstances the Bank gives the accountholder a notice requiring the accountholder to fix the default (if the default can be fixed) within a certain time of telling the accountholder what the default is.

If the accountholder is in default and:

- the default is not fixed in the time allowed by the notice the Bank gives the accountholder;
- the default cannot be fixed and the time, stated in the notice the Bank gives the accountholder, elapses; or
- the Bank does not give the accountholder a notice,

THEN

- the Bank may sue the accountholder for payment of the money the accountholder owes the Bank;
- the Bank may exercise rights under the security,

Default, cancellation and termination

including the right to sell the security property;

- the Bank may terminate the Commonwealth Bank Business Credit Card contract. On termination the accountholder must return or ensure that each cardholder immediately returns to the Bank the cards issued on the card account.

The Bank can do any or all of the above things in any order.

The accountholder must pay the Bank any expenses the Bank reasonably incurs in enforcing the Bank's rights against them due to a default under these Conditions of Use.

These expenses are:

- debited to the card account; and
- payable from the date when debited.

If any obligation to pay the Bank an amount under these Conditions of Use becomes merged in a court order, the accountholder must pay interest on that amount as a separate obligation. The interest rate the Bank applies from time to time is the higher of the annual percentage rate chargeable under these Conditions of Use and the rate payable under the court order. The Bank charges the interest daily and debits the card account:

- monthly; and
- on the day the card account is repaid in full;
- with the interest charged up to the end of the day prior to the debiting.

34. Cancellation of a card

The Bank may cancel any card at any time without prior notice. The accountholder must return or ensure the return of a cancelled card to the Bank.

The accountholder must pay the minimum payment amount shown on each statement of the card account issued after the Bank cancels a card. The Bank

continues to charge interest, fees and charges and government charges to the card account until the card account is repaid in full.

The Bank cancels a cardholder's right to obtain credit on the card account once the Bank cancels their card. The Bank gives the accountholder written notice that the Bank has cancelled credit on the card account as soon as possible after cancellation. A cardholder must not obtain credit on the card account after the Bank cancels their card. The cardholder may obtain credit only if the Bank issues them with a new card.

The accountholder is responsible for cancelling any periodical payment authorities that are linked to the card account when a card is cancelled.

35. Termination of the Commonwealth Bank Business Credit Card contract

The accountholder may terminate their Commonwealth Bank Business Credit Card contract by:

- giving the Bank written notice;
- returning or ensuring the return of the cards issued on the card account; and
- paying the outstanding balance of the card account.

On termination by the accountholder or the Bank:

- the accountholder continues to be responsible for any liabilities incurred on the card account before termination of the Commonwealth Bank Business Credit Card contract;
- interest, fees and charges, the Bank's enforcement expenses and government charges continue to be charged on the card account until the outstanding balance is reduced to nil; and
- **the accountholder is responsible for cancelling any periodical payment authority that is linked to the card account.**

36. Refusal of Service

In the event that you, an additional cardholder or a signatory appears to be a Proscribed Person, then the Bank may immediately refuse to process or complete any transaction or dealing of yours; suspend the provision of a product or service to you; refuse to allow or to facilitate any of your assets or security held by the Bank to be used or dealt with; refuse to transfer any balance; refuse to convert any foreign currency; refuse to make any asset (including any further credit or security) available to you to any other proscribed person or entity; or terminate these arrangements with you. The Bank will be under no liability to you if it does any or all of these things. The Bank's rights under this clause are in addition to all other rights it may have.

If the Bank exercises its rights under this clause you must pay the Bank any damages, losses, costs or expenses that it incurs in relation to any action taken under this clause, including without limitation interest adjustments, outstanding balances, administrative costs and/or any other costs associated with the Bank's obligations under these Conditions of Use.

37. What happens if electronic equipment does not work?

The Bank undertakes to make all reasonable efforts to ensure that electronic equipment operates during the hours they are usually open, but the Bank is not liable if electronic equipment does not accept a cardholder's instructions or if a card does not activate electronic equipment. If electronic equipment accepts a cardholder's instructions, the Bank is liable for loss caused if the transaction is not completed in accordance with those instructions. If a cardholder is aware that electronic equipment is not functioning correctly, the Bank's liability is limited to correcting any wrong entry in an account and the refund of any charges and fees debited to the account as a result of the wrong entry.

The accountholder does not lose any protection that the Bank gives under these Conditions of Use when a card is used in electronic equipment that is not owned by the Bank.

38. What happens in unforeseen circumstances?

Except as expressly provided elsewhere in these Conditions of Use, the Bank is not liable to the accountholder for loss if the Bank cannot fulfill its obligations because of industrial dispute, equipment failure, malfunction, unforeseen circumstances or circumstances beyond the Bank's control.

38a. Electronic communication

Unless prohibited to do so by law, the Bank may send by electronic communication any information required to be provided under the EFT Code by:

- a) forwarding such information to the accountholder's device or electronic equipment or to an electronic address nominated by the accountholder; or
- b) making such information available for retrieval at an electronic address nominated by the Bank.

General matters

Prior to our using any electronic communication as provided, the Bank will advise the accountholder of the implications of electing to utilise electronic communications, and the Bank will seek the accountholder's specific consent to receiving information electronically.

39. Security

The accountholder's obligations under these Conditions of Use are to be secured by the security (if any) stated at Item 5 of the Schedule or in the Letter of Offer or any security substituted for it with the prior written consent of the Bank.

The value of and title to the security property must be to the Bank's satisfaction at all times during the term of the Commonwealth Bank Business Credit Card contract.

Where a security required by the Bank is to rank in priority after an existing mortgage or charge over the same security property, then a priority position satisfactory to the Bank must be established with the prior mortgagee or chargee.

40. Notices

Notices, including statements of the card account, must be in writing and may be:

- given personally if they are given to one of the Bank's officers at the branch or office where the accountholder arranges the Commonwealth Bank Business Credit Card contract or at any other branch or office the Bank specifies to the accountholder;
- left at the address last notified;
- sent by prepaid post to the address last notified;
- sent by facsimile transmission to the fax number last notified; or
- given in any other way permitted by the law.

Notices take effect from the time they are received unless a later time is specified in them.

If notices are sent by post, they are taken to be received on the day they would be received in the ordinary course of post.

If notices are sent by facsimile machine which produces a transmission report, they are taken to be received at the time shown in a transmission report which indicates that the whole facsimile transmission was sent.

The accountholder must tell the Bank promptly of a change of address. If the new address is in a different State or Territory, the Bank may give cardholders new cards.

41. The accountholder's rights

These Conditions of Use do not affect or limit any rights which cannot be excluded or modified under legislation applying to a card or the card account.

42. Assignment

The Bank may assign or otherwise deal with its rights under the Commonwealth Bank Business Credit Card contract in any way the Bank considers appropriate.

43. Refunded payments

Under law, a trustee in bankruptcy or a liquidator or administrator may demand the refund of a payment the Bank has received in relation to the card account.

To the extent that the Bank is obliged to do so or the Bank agrees to make a refund, the Bank may treat the original payment as if it had not been made. The Bank is then entitled to its rights against the accountholder under the Commonwealth Bank Business Credit Card contract as if the payment had never been made.

44. Special conditions

The Commonwealth Bank Business Credit Card contract is also subject to the conditions (if any) stated in the Letter of Offer or at Item 7 of the Schedule. The conditions stated in the Letter of Offer or at Item 7 of the Schedule prevail over these Conditions of Use to the extent of any inconsistency between them.

45. Commission

The Bank may pay or receive a fee or commission to or from a third party where the accountholder is introduced to the Bank or by the Bank.

Customer Information and Privacy

46. Collection and verification of customer information

“Customer information” is information about a customer. It includes personal information.

The law requires us to identify our customers. We do this by collecting and verifying information about you. We may also collect and verify information about persons who act on your behalf. The collection and verification of information helps to protect against identity theft, money-laundering and other illegal activities.

We use your customer information to manage our relationship with you, provide you with the products and services you request and also tell you about the products and services offered by the Commonwealth Bank Group (“Group”), affiliated providers and external providers for whom we act as agent. If you have given us your electronic contact details, we may provide marketing information to you electronically.

The collection and verification of customer information may be carried out in different ways and we will advise you of the most acceptable methods of doing this. We may disclose your customer information in carrying out verification – e.g. we may refer to public records to verify information and documentation, or we may verify with an employer that the information you have given us is accurate.

Depending on whether you are an individual or an organisation, the information we collect will vary. For instance, if you are an individual, the type of information we may collect and verify includes your full name, date of birth and residential address. If you are commonly known by 2 or more different names, you must give us full details of your other name or names.

For instance, if you are a company, we may collect and verify information, including company incorporation and registration details, as well as details of the company’s officers and its major shareholders.

If you are acting as a trustee, we may ask you for, amongst other things, information on the beneficiaries of

the trust and evidence of the existence of the trust. If you are a partnership, we may require information including evidence of the fact that the partnership exists, as well as the full name of the partnership, the names of the partners and any business name owned by the partnership.

For other organisations, the kind of information we collect and verify will depend on the type of organisation you are.

In addition, during your relationship with us, we may also ask for and collect further information about you and about your dealings with us.

You must provide us with accurate and complete information. If you do not, you may be in breach of the law and also we may not be able to provide you with products and services that best suit your needs.

47. Protecting customer information

We comply with the National Privacy Principles as incorporated into the Privacy Act 1988 (Cth). We disclose customer information to other members of the Group (including overseas members), so that the Group may have an integrated view of its customers and to facilitate the integrated treatment of its customers. It also enables other members of the Group to provide you with information on their products and services.

48. Other disclosures

At common law, banks are permitted to disclose customer information in the following circumstances:-

- where disclosure is compelled by law; or
- where there is a duty to the public to disclose; or
- where our interests require disclosure; or
- where disclosure is made with your express or implied consent.

So that we can manage our relationships, customer information may be disclosed to:

- brokers and agents who refer your business to us;
- any person acting on your behalf, including your

financial adviser, solicitor, settlement agent, accountant, executor, administrator, trustee, guardian or attorney;

- financial institutions who request information from us if you seek credit from them;
- if you have borrowed from the Bank to purchase property valuers and insurers (so that the Bank can obtain a valuation of your property, and confirm that it is insured);
- if you have insurance: medical practitioners (to verify or clarify, if necessary, any health information you may provide), claims investigators and reinsurers (so that any claim you make can be assessed and managed), insurance reference agencies (where the Bank is considering whether to accept a proposal of insurance from you and, if so, on what terms); and
- organisations to whom we may outsource certain functions.

In all circumstances where our contractors, agents and outsourced service providers become aware of customer information, confidentiality arrangements apply. Customer information may only be used by our agents, contractors and outsourced service providers for our purposes.

We may be required to disclose customer information by law, e.g. under Court Orders or Statutory Notices pursuant to taxation or social security laws or under laws relating to sanctions, anti-money laundering or counter terrorism financing.

We may send customer information overseas if:

- that is necessary to complete a transaction, or
- we outsource certain functions overseas.

We may also be permitted, as distinct from required, to disclose information in other circumstances. For more information, please refer to our Privacy Policy.

49. Information may be given to a credit reporting agency

The Privacy Act allows us to give a credit reporting agency certain information about you.

We can notify a credit reporting agency:

- of information which enables you to be identified;
- that you have applied to us for a certain amount of credit;
- that, if your application is successful, we are providing you with credit;
- of any payment you must make to us which is more than 60 days overdue and where we have started debt recovery action against you;
- if, in our opinion, you have committed a serious credit infringement (for example, we think that you do not intend to meet your credit obligations);
- that you have repaid credit you received from us in full.

50. Authority for us to obtain information from a credit reporting agency

By signing this application, you authorise us or any of our agents (as defined in the Privacy Act) to provide and obtain customer and credit information (including commercial credit information) from a credit reporting agency.

51. Authority for us to exchange information with other credit providers

By signing this application, you authorise us to give and obtain information about your personal and commercial credit arrangements from:

- credit providers named in this application;
- any agent of ours (as defined in the Privacy Act);
- any credit provider named in a personal or commercial credit report issued by a credit reporting agency.

By signing this application, you acknowledge this information can include any details, which can be shared under the Privacy Act, about your creditworthiness, credit standing, credit history or credit capacity.

