

Non-Cash Payment Facilities

Terms & Conditions

Effective 1 November 2018



Introduction to the Virgin Money Non-Cash Payment Facilities Terms and Conditions

This document forms the Terms and Conditions of use for the Virgin Money Non-Cash Payment Facilities. These Terms and Conditions are to be read together with your Account Conditions.

You need the Virgin Money Non-Cash Payment Facilities to access your Accounts. We provide the Virgin Money Non-Cash Payment Facilities on these Terms and Conditions. When you use a Non-Cash Payment Facility for the first time, you agree to these Terms and Conditions.

It is important that you read this document before accessing the Non-Cash Payment Facilities and that you keep this document in a safe place for future reference. Capitalised terms have the meaning given in clause 1 of the Terms and Conditions part of this document. If there is any inconsistency between these Terms and Conditions and the Account Conditions, the Account Conditions will prevail to the extent of the inconsistency.

The Virgin Money Non-Cash Payment Facilities covered in this document will only apply if the Accounts you hold allow for the facility and its specific features, refer to your Account Conditions for available features. You can contact us anytime by calling Virgin Money Customer Care on 13 37 39. You can also access Virgin Money Online at anytime by visiting virginmoney.com.au.

Virgin Money Non-Cash Payment Facilities

These Terms and Conditions are for the following Virgin Money Non-Cash Payment Facilities:

1. Payments using Virgin Credit Cards
2. Payments using Virgin Savings Accounts
3. Virgin Money Online (Internet Banking)
4. Virgin Money Telephone Self Service (Telephone Banking)
5. Virgin Money Customer Care
6. EFTPOS
7. Periodic Payments
8. Direct Debits
9. BPAY®

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Part I – Overview of the Virgin Money Non-Cash Payment Facilities

ATM

You can have flexible access to your money with your Card at ATMs both:

- in Australia – at all major Australian bank ATMs;
- throughout the world where the relevant Network logo is displayed.

EFTPOS

EFTPOS stands for Electronic Funds Transfer at Point of Sale. This retail facility allows you to debit the cost of your purchase to your Account using your Card. Depending on the retailer, you may also be able to withdraw cash.

Virgin Money Online

Virgin Money Online is available 24 hours a day, seven days a week, from anywhere in the world. You can, if your Account Conditions allow:

- obtain an Account balance and Transaction summary including details of your deposits and withdrawals;
- download a listing of Account activity;
- transfer funds from your Virgin Saver Account to your linked Account;
- pay bills using BPAY®;
- set up and change periodic payments;
- view your statements for up to 12 months; and
- update your contact details.

Virgin Money Telephone Self Service

Virgin Money Telephone Self Service is available 24 hours a day, seven days a week. You will need your Account number and your Telephone PIN to use Virgin Money Telephone Self Service.

You can:

- activate your Card;
- obtain your Account balance;
- obtain details of your most recent Account activity including deposits and withdrawals;

- pay bills using BPAY®;
- change your TPIN;
- obtain general information, such as current interest rates.
- You can speak to us at Virgin Money Customer Care for any other matter.

Your Card

If you are issued with a Card to access your Account, you can use your Card through ATMs, EFTPOS or any similar machines authorised by us to access funds and information and to purchase goods and services.

Using your Card outside Australia

You may also use your Card around the world at the relevant Network ATMs or terminals. Transactions in a currency other than Australian dollars will be converted to Australian dollars in accordance with clause 29 of the Terms and Conditions part of this document. Please refer to the Account Conditions for details of the fees. We may also pass on any fee imposed by a third party with respect to the Transaction.

Secure the safety of your Card

You or an Additional Signatory (as applicable) must secure the safety of each of your Cards. Please refer to the Terms and Conditions part of this document for further details on Card and Code security. There is a risk of unauthorised access to your Account if another party comes into possession of your lost or stolen Card. For practical advice on how to reduce the risk of unauthorised access to your account refer to clause 22 of the Terms and Conditions part of this document.

Disputing transactions debited to your Card

If you dispute a transaction that has been debited to your Card, you must notify us as soon as possible. We will claim a chargeback right on your behalf where one exists and will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with the relevant Card scheme rules. For further information refer to 'clause 25. Errors and Questions' in Part II of this booklet.

Disputes and Complaints

If you have a complaint about any Virgin Money Non-Cash Payment Facility, you should take the following steps:

- Call Virgin Money Customer Care on 13 37 39 and let us know what the problem is;

- make a complaint in writing to us at:
Virgin Money Customer Care
GPO Box 5208
SYDNEY NSW 2001; or
- lodge a complaint online at any time through Virgin Money Online at my.virginmoney.com.au.

Once you have contacted us, we will begin the process of investigating and resolving your complaint. We will try to resolve your complaint quickly and fairly.

If you are not satisfied with the result of your complaint, you can raise your complaint with the Australian Financial Complaints Authority, or AFCA, at:

Australian Financial Complaints Authority

Mail: GPO Box 3
Melbourne VIC 3001
Phone: 1800 931 678 (free call)
Email: info@afca.org.au
Website: www.afca.org.au

Privacy and Financial Difficulty

Please refer to your Account Conditions for details on how we handle your personal information and what to do if you are in financial difficulty.

Part II - Terms and Conditions

The Virgin Money Non-Cash Payment Facilities include the following services and products provided by us:

- Payments using Virgin Credit Cards and Savings Accounts;
- Virgin Money Online (internet transacting);
- Virgin Money Telephone Self Service (telephone transacting) and Customer Care;
- EFTPOS;
- Periodic Payments;
- Direct Debits;
- BPAY®

Your access to the Virgin Money Non-Cash Payment Facilities is subject to your Account Conditions. Please refer to your Account Conditions to determine access. If there is any inconsistency between these Terms and Conditions and the Account Conditions, the latter will prevail.

A General

1 Definitions and Interpretation

1.1 Definitions

In these Terms and Conditions, unless the context requires otherwise:

Access Service Provider means any organisation that arranges for an individual or an organisation to have access to the Internet;

Account means the Virgin Credit Card or Savings Account or any other account that we may advise you is an account to which these Terms and Conditions apply;

Account Conditions means the terms and conditions governing the use of your Account(s);

Additional Signatory means another person who is authorised by you to effect Transactions on your Account;

ATM means an Electronic Equipment from which, amongst other things, you or your Additional Signatory can withdraw cash from an Account by use of their Card;

ATM PIN means the Code in the form of a personal identification number allocated from time to time by us to your Card;

Banking Business Day means any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia;

Biller means a Merchant who accepts BPAY® payments. BPAY® payments are payments made by you or an Additional Signatory through BPAY®;

BPAY® Contact Details means BPAY® Pty Ltd Phone:
(02) 8252 0500; ABN 69 079 137 518,
Level 4, 3 Rider Blvde, Rhodes NSW 2138.

BPAY® Scheme is an electronic payments scheme through which you and Additional Signatories can ask us to make payment on your behalf to Billers who accept BPAY® payments.

Business Day means a day on which banks are open for business in Sydney, but does not include any Saturday, Sunday or public holiday;

Card means any credit card, debit card, or Contactless Device for use on your Account and includes a card or Contactless Device issued to an Additional Signatory.

Contactless Device means any card, sticker or other device linked to an Account which is capable of performing contactless Transactions by being held against an electronic point of sale terminal.

Cardlink Contact Details means Cardlink Services Limited
ABN 60 003 311 644 of Level 4, 3 Rider Blvde, Rhodes NSW 2138.
Phone: (02) 9646 9222;

Chargeback means the relevant operating rules for transferring the Transaction amount of a disputed Transaction from the Merchant's financial institution to your Account;

Code means:

- (a) information:
 - the content of which is known to you and any Additional Signatory and is intended to be known only to you and any Additional Signatory;
 - which we require you and any Additional Signatory to keep secret;
 - which you and any Additional Signatory must provide (in any manner) to or through a Device or Electronic Equipment in order to access your Account; and
- (b) includes your ATM PIN, PIN, TPIN or password;

Daily Transaction Limit means the daily transaction value limits with respect to withdrawing and transferring to and from an Account by using a Non-Cash Payment Facility;

Default Account means the Account for which details display by default on access to Virgin Money Online;

Device means a physical device used with Electronic Equipment to access your Account, for example a Card, token or biometric reader;

Electronic Equipment includes electronic terminals (such as ATM and EFTPOS), computer, television and telephone that are approved by us and through which Transactions may be effected;

Identifier means information:

- the content of which is known to you or an Additional Signatory (as applicable) but not only to them and which they are not required to keep secret; and
- which you or an Additional Signatory (as applicable) must provide (in any manner) to or through a Device or Electronic Equipment in order to access your Account. (An Identifier may be, for example, an Account number, card number, or card expiry date);

Merchant means a provider of goods or services which has agreed to accept Cards for the purpose of purchasing those goods or services;

Mistaken Internet Payment means a payment through a “Pay Anyone” internet banking facility where funds are paid to an unintended recipient because the sender has entered an incorrect BSB or account number. A mistaken internet payment does not occur when you select the wrong payee from a list of existing payees.

Network means the organisations, institutions and schemes through which you may perform Transactions on your Account;

Network Members means all institutions and corporations participating in, and that process information or data in relation to, the relevant Network;

Online Authorisation Code means a Code in the form of an online authorisation code which may be provided by us to you from time to time in respect of specified transfers of funds from your Account;

PIN means the Code in the form of the personal identification number allocated by us or as changed by you or any Additional Signatory (as applicable);

TPIN means the Code in the form of a telephone personal identification number allocated by us or as changed by you or an Additional Signatory that may be required to access your Account by telephone;

Transaction means any transaction authorised by you or an Additional Signatory (as applicable) which is made by the use of a Card, an Identifier and/ or a Code or by any other means authorised by us from time to time and includes a cash advance;

Unauthorised Transaction means any transaction that would be a Transaction if made with your or an Additional Signatory’s (as applicable) knowledge, consent or authorisation;

Virgin Money Australia means Virgin Money (Australia) Pty Limited ABN 75 103 478 897;

Virgin Credit Card - any credit card that we issue to you under the “Virgin” label;

Virgin Money Customer Care – The telephone service provided by us on 13 37 39 where you can speak to one of our Customer Care agents;

Virgin Savings Account - any savings or transactional account that we issue to you under the “Virgin” label;

Virgin Money Online means an electronic service that permits you access at my.virginmoney.com.au to perform a number of transactional services through the use of a personal computer terminal upon correct input of your Identifier / Card number, Code / PIN and/or any other information required by us;

Virgin Money Non-Cash Payment Facilities means the non-cash payment facilities described in these Terms and Conditions and any other non-cash payment facility that we may advise you is a facility to which these Terms and Conditions apply;

Virgin Money Telephone Self Service means a service that permits you to access a number of transactional services by calling 13 37 39 (within Australia) or +61 2 8288 2222 (from outside Australia);

Virgin® and Virgin Money® are trademarks of Virgin Enterprises Limited, a company registered in England. We use the Virgin trademarks under licence;

We, us, our, Citibank means Citigroup Pty Limited (ABN 88 004 325 080) AFSL 238098, Australian Credit Licence 238098;

You means the person or persons in whose name the Account is held. If the Account is held in the name of more than 1 person, you means each of the persons named separately and every 2 or more of them jointly. You includes your successors and assigns. Your (or your) takes a corresponding meaning.

1.2 Interpretation

(1) In these Terms and Conditions, unless the context requires another meaning, a reference:

(a) to the singular includes the plural and vice versa;

(b) to a document (including these Terms and Conditions) is a reference to that document as amended, consolidated, supplemented, novated or replaced;

- (c) to a party means a party to these Terms and Conditions;
 - (d) to a person (including a party) includes an individual, company, other body corporate, association, partnership, firm, joint venture, trust or government agency, and it also includes the person's successors, permitted assigns, substitutes, executors and administrators;
 - (e) to a law is a reference to that law as amended, consolidated, supplemented or replaced
- (2) Where a word or phrase is defined, its other grammatical forms have a corresponding meaning
 - (3) Headings are for convenience only and do not affect interpretation.

2 Code of Banking Practice

- 2.1 Where the Code of Banking Practice applies to a Transaction, the relevant provisions of the Code of Banking Practice will apply to that service and we will observe the relevant provisions of the Code of Banking Practice.
- 2.2 We will provide you with a copy of the Code of Banking Practice on request.
- 2.3 General descriptive information on the following is contained in your Account Conditions or these Terms and Conditions and can be provided on request:
 - (1) account opening procedure;
 - (2) our obligations regarding the confidentiality of your information;
 - (3) complaint handling procedures;
 - (4) cheques, including bank cheques;
 - (5) the advisability of you informing us promptly when you are in financial difficulty; and
 - (6) the advisability of you reading the terms and conditions applicable to the relevant banking service in full.
- 2.4 We warrant that we comply with the requirements of the ePayments Code.

3 Privacy and Confidentiality

- 3.1 We acknowledge that, in addition to our duties under the Privacy Act 1988, we have a general duty of confidentiality towards you, except in the following circumstances:
 - (1) where disclosure is compelled by law; or
 - (2) where there is a duty to the public to disclose; or

- (3) where our interests require disclosure; or
- (4) where disclosure is made with your express or implied consent.

4 Statements of Account

Transactions performed using Electronic Equipment (including ATM, EFTPOS, Virgin Money Online and Virgin Money Telephone Self Service) will be recorded on your statements of account which are provided to you in accordance with your Account Conditions.

5 Notices

- 5.1 Except where you have specifically agreed to receive information or notices under these Terms and Conditions and Account Conditions electronically (to the extent permitted by law), we will send all notices including the statements of account to the most recent mailing address, or if more consistent with our security policies, residential address, received from you.
- 5.2 If you have agreed to receive information or notices under these Terms and Conditions and Account Conditions electronically we may give you a notice either by:
 - (1) broadcasting a message on the Virgin Money Online internet site; or
 - (2) delivering it to you by an electronic message to your latest email address recorded on our system.
- 5.3 Any notice or statement to be given or demand to be made to you under these Terms and Conditions:
 - (1) if a signature is required, will be effectively signed on behalf of us if it is executed by us, any of our officers, solicitors or attorneys; and
 - (2) will be served by being: delivered personally to, left at, or posted in a prepaid envelope or wrapper to your address, or by being emailed to your email address, as notified to us or your registered office, place of business, or residence last known to us, or by being sent to you by facsimile transmission.
- 5.4 A demand or notice, if:
 - (1) delivered personally will be deemed served when left at the address;
 - (2) posted will be deemed served two Business Days after posting; or
 - (3) sent by facsimile or electronic transmission will be deemed served on conclusion of transmission.

Service by any of these methods will be valid even if you do not receive the document or if the document is returned to us unclaimed.

- 5.5 Unless otherwise specified in these Terms and Conditions, notices to us under these Terms and Conditions shall be in writing, signed by you or your duly authorised person and sent to us at the following address or in such other way as set out in these Terms and Conditions or as we may advise from time to time:

Virgin Money
GPO Box 5208
Sydney NSW 2001

6 Variation

- 6.1 Subject to clause 6.3, we may at any time vary these Terms and Conditions by giving you reasonable written notice.
- 6.2 We will provide at least 30 days' prior notice if we introduce any new fee or charge, increase the amount of any fee or charge (other than a government charge), increase your liability for losses or impose, remove or change any maximum limits to the amounts that may be withdrawn or transferred by the use of a Card, Virgin Money Online, Virgin Money Telephone Self Service or through Virgin Money Customer Care.
- 6.3 Where permitted by law including the Code of Banking Practice, we may give you notice of variation of these Terms and Conditions by displaying a notice on or within the immediate vicinity of the site of Electronic Equipment or by press advertisement.

7 Fees and Charges

Subject to the Account Conditions, any fees, government charges and stamp duty payable as a result of the use of a Virgin Money Non-Cash Payment Facility are payable by you and we will debit such charges to the Account.

8 Liability for Loss

There is a risk of unauthorised access to your Account if another party comes into possession of your lost or stolen Card. Refer to the Terms and Conditions in Part 2, Section B of this booklet for details on Card and Code security, lost or stolen Card or Code, what to do if you lose your Card or Code and liability for Unauthorised Transactions.

If you or an Additional Cardholder do not observe your obligations under these Terms and Conditions or act negligently or fraudulently in respect of any Non-Cash Payment Facilities, it may cause us loss. You will be liable for any loss or damage which you or an Additional Cardholder cause us except to the extent that the loss or damage was caused by our fraud or negligence.

9 Cancelling a Virgin Money Non-Cash Payment Facility

9.1 If we reasonably believe that;

you or an Additional Signatory is in breach of these Terms and Conditions; or a Code or Identifier has been compromised, or continued use of a Virgin Money Non-Cash Payment Facility may cause us or you, or an Additional Signatory loss, or cause us to breach any law;

and that urgent action is required to prevent that loss or breach, we have the right to take proportionate action to prevent this. We may do so by suspending or cancelling a Virgin Money Non-Cash Payment Facility at any time without notice to you. We will promptly reverse the action when the circumstances that caused us to take action no longer apply. You can challenge our action using the procedure in clause 25 "Errors and Questions".

9.2 Without limiting the circumstances in which we may suspend or cancel a Virgin Money Non-Cash Payment Facility, we may do so if:

- (1) we reasonably believe your or an Additional Signatory's Card, Code or Identifier are being used, or will be used, in a way that will cause loss to you or us;
- (2) we reasonably believe you or an Additional Signatory induced us to issue the Virgin Money Non-Cash Payment Facility by fraud or misrepresentation;
- (3) you or an Additional Signatory breach any of these Terms and Conditions;
- (4) there has been fraud or misrepresentation with respect to the operation of an Account;
- (5) the continued use of Virgin Money Online or a Card or your Account may cause a loss either to us, you or an Additional Signatory or may cause us to breach any applicable law; or
- (6) we close your Account in accordance with the Account Conditions.

9.3 If we cancel a Virgin Money Non-Cash Payment Facility we will give you reasonable notice that we will do so unless clause 9.1 applies in which case we will notify you as soon as possible afterwards.

- 9.4 If your access to Virgin Money Online or Virgin Money Telephone Self Service is cancelled, we may refuse any Transaction you or any Additional Signatory initiates through Virgin Money Online or Virgin Money Telephone Self Service by giving you reasonable notice unless clause 9.1 applies.
- 9.5 You may cancel a Virgin Money Non-Cash Payment Facility at any time by giving us notice in writing. However doing so may impact your ability to access your account.
- 9.6 If you cancel a direct debit request, the appropriate Merchant must also be promptly notified. If you cancel a direct debit request or periodic payment, we must receive your instructions at least one Business Day prior to the due date of the next payment otherwise that payment may still be made.
- 9.7 Periodic payments may be altered or cancelled by you through Virgin Money Online.
- 9.8 The operation of the Virgin Money Non-Cash Payment Facilities is subject to many variables as described in clause 16.2 “Extent of Liability”, and we are responsible for seeking to identify, mitigate and manage risks. As part of that management, we or our automated systems may from time to time conclude that there is a need to cancel, suspend or terminate access to any Virgin Money Non-Cash Payment Facility in response to a perceived risk. We do not promise that this cancellation, suspension or termination will not affect you or an Additional Signatory. As such we are not in breach of these Terms and Conditions and are not liable to you or any Additional Signatory for any loss or damage suffered as a result of any cancellation, suspension or termination under this clause 9 “Cancelling a Virgin Money Non-Cash Payment Facility”.
- 9.9 We may cancel a periodic payment as to future payments at any time after being advised by the third party to whom the periodic payment relates that no further payment is required.
- 9.10 We may at any time suspend your right to participate in the BPAY® Scheme and will do so without notice if we suspect you or an Additional Signatory of being fraudulent. BPAY® Payments for which instructions have been given and which are scheduled to be made while your right to participate in the BPAY® Scheme is suspended will not be processed by us.

10 Certificate as Evidence

A signed certificate by us making statements about or giving copies of any:

- documents or records we have about an Account or Transaction or;
- communication from you or us concerning an Account or a Transaction;

will be evidence at the date of the certificate of what is contained in that certificate and those copies, unless shown to be incorrect.

11 Invalid or Unenforceable Provisions

If a provision of these Terms and Conditions is invalid or unenforceable in a jurisdiction, it is to be read down or severed in that jurisdiction to the extent of the invalidity or unenforceability, and that fact does not affect the validity or enforceability of that provision in another jurisdiction or the remaining provisions.

12 Waiver and Exercise of Rights

A single or partial exercise of a right by us does not preclude another exercise or attempted exercise of that right or the exercise of another right. Failure by us to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

13 Recording Conversations

Conversations between any person authorised by us or employee of ours or Virgin Money Australia and you or any other person authorised to operate your Account may be recorded. We may use the recording (or any transcript of the recording) in any proceedings that may be commenced in connection with these Terms and Conditions.

14 Altering or Stopping a Payment

Subject to these Terms and Conditions you may alter or stop any payment through a Virgin Money Non-Cash Payment Facility from an Account by contacting us at Virgin Money Customer Care before the payment has been processed. We will act promptly on your instructions to alter or cancel a payment.

15 Transaction Monitoring

Transactions may be monitored for quality control purposes including for the prevention of fraud and for anti-money laundering and counter-terrorism financing purposes.

16 Extent of Liability

16.1 The responsibility for the repayment of any funds credited to the Account remains solely with us. No other institution, corporation or person

(including but not limited to, Virgin Money Australia any parent, subsidiary of affiliated company of ours or any Network Member) shall be responsible for the repayment of any funds credited to the Account.

- 16.2 The Virgin Money Non-Cash Payment Facilities provided under this agreement are intended to be generally available for reasonable use. However, the Non-Cash Payment Facilities depend on a series of services, some of which are provided by us and our affiliates, and others provided by unrelated parties. Correct operation of the services depends on Networks, machines, and Devices (including a Card), many of which are not under our control. We do not promise that all of these services (including ones that we do control) will be constantly available at full performance. This means that sometimes, when you or an Additional Signatory wish to transact, it may not be processed immediately and in some circumstances it may not be processed at all.

The following are some examples of events that might cause less than full performance:

- (1) malfunctions of telephone lines or ancillary equipment personal computer terminal, related facilities, mobile phones and other handheld devices, or other software or hardware belonging to or operated by you and/or an Additional Signatory;
- (2) failure or delay caused by browser software, computer viruses or related problems attributable to services provided by any Access Service Provider or other software providers;
- (3) prohibition, restriction or delay of your access and/or use of a Virgin Money Non-Cash Payment Facility because of:
 - (a) the laws and regulations of the country from where you access a Non-Cash Payment Facility and/or the terms and conditions prescribed by the relevant Access Service Provider in such country of access; or
 - (b) any act or omission by the Access Service Provider;
- (4) your reliance on, or action or failure to act upon any third party information provided by us through a Virgin Money Non-Cash Payment Facility;
- (5) delay or failure in any transmission or communication facilities;
- (6) requests to alter or stop a payment being made through a Virgin Money Non-Cash Payment Facility from an Account which are received by us after we have taken action to follow the original payment instructions;

- (7) other events beyond our reasonable control including (but not limited to) failure or delay due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war, acts of terrorism, civil strife, natural disasters or any other similar causes.

Our liability for these events is limited to the conditions and warranties imposed on us by laws such as the Trade Practices Act, fair trading legislation or other laws which may imply warranties into a contract to protect you, such as a promise that the services are fit for their intended purposes. These laws may allow us to exclude liability if you acquire services as part of a business. To the extent permitted by law, we exclude liability under implied statutory conditions and warranties, or limit our liability under such warranties and conditions to supplying the services again or paying the cost of that resupply. This clause does not limit our liability under clause 28 “Malfunctions of Electronic Equipment or Systems” where failures of our equipment cause you loss, and does not limit your right to raise a dispute.

- 16.3 If you instruct us to debit or credit your account under a direct debit or periodic payment arrangement we use reasonable endeavours to follow those instructions, but we are not acting as your agent or the agent of another person. If we act as you instruct us, or if we are delayed in acting as you instructed us, you might suffer loss or damage. You will be liable for any loss or damage which you suffer if we act as you instruct us except to the extent that the loss was caused by our fraud or negligence.
- 16.4 If you dispute a transaction that has been debited to your Card, you must notify us as soon as possible. We will claim a chargeback right on your behalf where one exists and will not accept a refusal of a chargeback by a merchant’s financial institution unless it is consistent with the relevant Card scheme rules. For further information refer to ‘clause 20. Errors and Questions’ in Part B of this booklet.

17 Reliance on Your Instructions

- 17.1 We are entitled to presume (except in cases specified in the ePayments Code, such as where you tell us that an Identifier has been compromised), unless proved to the contrary, that you or any Additional Signatory have given any instructions identified by your Identifier (including Card Number) and Code (including ATM PIN), and that they are valid and binding on you.
- 17.2 There is a risk that:
- (1) we cannot verify, where a signatory is not required, by way of

- signature comparison whether the user of your respective Identifiers and Codes is you or an Additional Signatory; and
- (2) your or an Additional Signatory's Identifier and Code allow anybody correctly using them to conduct the type of operations on Accounts for which Virgin Money Online provides access.

18 Governing Law and Jurisdiction

These Terms and Conditions are intended to be interpreted in accordance with Australian laws. We and you agree not to attempt to involve any court or tribunal in a dispute touching on these Terms and Conditions other than a court or tribunal established under Australian laws.

B Cards, Virgin Money Online, Virgin Money Telephone Self Service and Virgin Money Customer Care

19 Application

- 19.1 This Section B applies to all Transactions involving use of a Card and where applicable, to Virgin Money Online, Virgin Money Telephone Self Service and Virgin Money Customer Care.

These Terms and Conditions are to be read together with your Account Conditions. You should ensure that you and all Additional Signatories have read the Account Conditions.

Subject to the exceptions set out in these Terms and Conditions and the Account Conditions, you are responsible for all amounts drawn from an Account and any losses incurred by us in connection with the drawing. You may cancel a Card at any time by phoning us. You shall remain responsible for all amounts authorised by you or an Additional Signatory or withdrawn by use of a Card supplied to you or an Additional Signatories until we receive notice from you cancelling the Card.

20 Use of Card or Identifier

- 20.1 The Card may be used to effect Transactions with Merchants in Australia and outside Australia. We will charge to you and debit the Account with all Transaction amounts.

20.2 A Card or Identifier must not be used:

- (1) by any person other than the cardholder whose name and signature appears on the Card;
- (2) other than within the period of validity indicated on the Card;
- (3) after the Card's expiry or cancellation;
- (4) after the Account's cancellation; or
- (5) during any period when the use of the Account or the Card has been suspended.

21 Limits on Use

21.1 Daily and weekly minimum and maximum limits may apply to how much cash can be withdrawn using Electronic Equipment and you will be informed of those limits prior to your first use of the Electronic Equipment. In certain circumstances you may apply to have your daily limit increased temporarily by contacting Virgin Money Customer Care. Any increase of a daily withdrawal limit will be subject to our approval. Merchants, ATM providers or us may set minimum and maximum cash withdrawal amounts.

For more information on daily limits contact us at Virgin Money Customer Care.

21.2 Transactions made using a Card or Electronic Equipment may be limited to minimum and maximum amounts in any specified period and to multiples of any amounts. Limits may vary between Electronic Equipment.

21.3 Merchants and ATM providers decide what types of transactions are available with their Electronic Equipment. They may not be the same as the transactions available through our Electronic Equipment. We make no promises that you or an Additional Signatory will not suffer any loss or inconvenience because a particular piece of Electronic Equipment does not offer your proposed transaction type when you or an Additional Signatory seeks to use it. Our promotional material displayed on any premises shall not be taken as a representation or warranty by us or the Merchant that all goods and services offered by the Merchant may be purchased by use of any of those facilities.

22 Card and Code Security

The security of Card(s) and Code(s) is very important. If you or an Additional Signatory fail to observe these security requirements you may incur liability for any Unauthorised Transaction.

22.1 You and each Additional Signatory MUST:

- (1) sign the strip on the reverse side of your Card immediately upon receiving it;
- (2) not tell anyone including family, friend or even a bank officer your Code;
- (3) not let anyone else use your Card and/or Code or Identifier and Code;
- (4) use care to prevent anyone else seeing your Code being entered in Electronic Equipment or overhearing their Code;
- (5) take reasonable steps to protect your Card or Code from loss or theft; and
- (6) immediately destroy any expired Card by cutting it diagonally in half.

22.2 It is recommended you and the Additional Signatories memorise your Code and then destroy any record of it. You and any Additional Signatories must NOT:

- (1) choose a Code which is clearly identifiable with you (such as birth date, phone number, post code or car registration number) or which represents a recognisable part of your name;
- (2) choose a Code which has an easily retrievable combination (such as repeated or consecutive numbers or letters eg 1111, 1234, BBBB or BCDE);
- (3) write or in any way indicate your Code on your Card even if it is disguised; or
- (4) keep a record of your Code (without making a reasonable attempt to disguise the Code) on any item normally carried with or stored with your Card or Identifier, or liable to loss or theft at the same time with the Card or Identifier.

22.3 The following are examples of what is NOT a reasonable attempt to disguise a Code. Recording:

- (1) the Code as a telephone number;
- (2) the Code amongst other numbers or letters with any of them marked to indicate the Code;
- (3) the Code in reverse order;
- (4) the Code disguised as a date or an amount; or
- (5) the Code in an easily understood form.

22.4 If the ePayments Code applies to you and your Transaction;

- (1) the above provisions are not the circumstances in which you are liable for losses resulting from Unauthorised Transactions under the ePayments Code; and
- (2) your liability for such losses will be determined under the ePayments Code.

23 Lost or Stolen Card or Code (Includes ATM PIN) and Unauthorised Transactions

23.1 Where:

- (1) a Card is lost or stolen;
- (2) a Code is lost, stolen or disclosed to someone else; or
- (3) you or an Additional Signatory suspects that:
 - (a) a Code is lost, stolen or has become known by someone else; or
 - (b) your Card (or any expired Card) or Identifier or Code has been used to effect an Unauthorised Transaction or has otherwise been misused, you or the Additional Signatory must immediately inform us and provide all information as required.

23.2 Telephoning us is the best way to minimise your risk. Upon receipt of notification from you or an Additional Signatory, we will cancel your or the Additional Signatory's Card (as applicable) and/or Code and may cancel the Identifier. We will advise you or an Additional Signatory (as applicable) of a notification number. After cancellation, the Card and/or Code or Identifier must not be used again even if they are subsequently found.

23.3 In the event that our notification facilities (including Virgin Money Telephone Self Service, Virgin Money Customer Care or Virgin Money Online) are not available for any reason, any losses occurring during these periods that were due to non notification shall be deemed to be our liability, providing notification is made within a reasonable time of the facility again becoming available.

23.4 If you dispute a transaction that has been debited to your Card, you must notify us as soon as possible. We will claim a chargeback right on your behalf where one exists and will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with the relevant Card scheme rules. For further information refer to 'clause 20. Errors and Questions' in Part B of this booklet.

24 Emergency and Customer Service

To report lost or stolen Cards, Devices or Codes or if you need any assistance with our Virgin Money Non-Cash Payment Facilities, anytime call us at Virgin Money Customer Care on:

13 37 39 (within Australia); or +61 2 8288 2222 (from outside Australia).

25 Errors and Questions

- 25.1 Your role is extremely important in the prevention of any unauthorised use or operation of your Account. You must promptly examine your statement upon receipt. If you discover any Unauthorised Transactions, discrepancies, omissions, debits wrongly made, inaccuracies or incorrect entries in your statement, or you have a complaint or believe that an error or fraud has occurred in relation to a Virgin Money Non-Cash Payment Facility you must immediately call us at Virgin Money Customer Care .
- 25.2 Your ability to dispute a Transaction may be lost if you do not notify us immediately on having notice of the Transaction.
- 25.3 You must then provide written notice to us with sufficient details to enable us to investigate the enquiry. The notice shall include the following information:
- (1) your name, address and Account number;
 - (2) any Additional Signatory's (as applicable) name and address, where necessary;
 - (3) details of the complaint, error or fraud; and
 - (4) any other information requested by us.
- 25.4 You must comply with any request by us for further information (including a statutory declaration where required).
- 25.5 Where an enquiry is not settled to your satisfaction, we will advise you in writing of the procedures for the investigation and resolution of the dispute. Where applicable, these procedures will be in accordance with the ePayments Code. A copy of these procedures is available on request.

26 Liability for Unauthorised Transactions

- 26.1 Subject to clause 27 you will have no liability for an Unauthorised Transaction:

- (1) arising from a Transaction that is caused by the fraudulent or negligent conduct of our employees or companies involved in networking arrangements or of Merchants who are linked to Electronic Equipment or of their agents or employees;
- (2) relating to Cards, Identifiers or Codes that are forged, faulty, expired or cancelled;
- (3) arising from a Transaction which requires the use of a Card and/ or Code and occurring before you or any Additional Signatory have received your Card or Code;
- (4) resulting from a Transaction occurring after notification to us that an event referred to in clause 23.1 above has occurred;
- (5) where it is clear that neither you nor any Additional Signatory have contributed to the losses from the Unauthorised Transaction; or
- (6) that is caused by the same Transaction being incorrectly debited more than once to your Account.

26.2 This section does not apply to any Transaction carried out by you or an Additional Signatory or by anyone performing a Transaction with your or an Additional Signatory's knowledge and/or consent (as applicable).

27 Code (Includes ATM PIN) Not Properly Safeguarded

- 27.1 If you or an Additional Signatory have contributed to a loss by (including and not limited to):
- (1) writing or indicating the Code on the Card;
 - (2) writing or indicating the Code on any article carried with or stored with the Card or Identifier (unless you or the Additional Signatory have very carefully disguised the Code) or liable to loss or theft at the same time with the Card or Identifier; or
 - (3) voluntarily disclosing the Code to anyone else, then you are liable for all losses which occur before we are notified that an event referred to in clause 23.1 above has occurred, except for that part of any losses incurred which:
 - (a) on any one day exceed the Daily Transaction Limit; or
 - (b) exceed the available funds including any agreed line of credit in the Account at the time of the Unauthorised Transaction.
- 27.2 If you or an Additional Signatory have contributed to a loss by unreasonably delaying notification of the occurrence of an event referred

to in clause 23.1 above, you are liable for all losses which occur between when you or an Additional Signatory (as applicable) first became aware (or should reasonably have become aware in the case of a lost or stolen Card, Identifier or Code) of an event occurring and when we were actually notified, except for that part of any losses incurred which:

- (1) on any one day exceed the Daily Transaction Limit; or
- (2) exceed the available funds including any agreed line of credit in the Account at the time of the Unauthorised Transaction.

27.3 Other loss:

Where it is unclear whether or not you or an Additional Signatory have contributed to a loss resulting from an Unauthorised Transaction then, for the period commencing from the time the Card, Identifier or Code was misused, lost or stolen, until the time you or an Additional Signatory (as applicable) notify us, you could lose up to the lesser of:

- (1) \$150 Australian dollars (or such lower amount that may be determined by us);
- (2) the actual amount lost; or
- (3) the available funds in the Account.

28 Malfunctions of Electronic Equipment or Systems

- 28.1 If our Electronic Equipment or our electronic system malfunctions, resulting in loss to you, we will correct that loss by making any necessary adjustment to the Account including an adjustment for any applicable interest or fees.
- 28.2 If Virgin Money Telephone Self Service and Virgin Money Customer Care should ever be temporarily unavailable, we will reimburse any loss arising between the time you an Additional Signatory (as applicable) attempted notification and the actual time of notification provided you or an Additional Signatory subsequently gave such notice at the first reasonable opportunity.
- 28.3 Our liability shall be limited to the correction of any errors and the refunding of any charges or fees imposed where:
 - (1) the failure or malfunction is caused by your or an Additional Signatory's (as applicable) act or omission; or
 - (2) you or an Additional Signatory were aware that our Electronic Equipment or our electronic system was unavailable for use or was malfunctioning.

29 Use of Card, Virgin Money Online and Virgin Money Telephone Self Service and Virgin Money Customer Care outside Australia

29.1 All cash withdrawals made by use of the Card:

- (1) shall be in a currency permitted in the country where the Transaction is effected; and
- (2) when a Card is used outside Australia, Transactions effected in a currency other than Australian dollars will be converted to Australian dollars using rates that we, or the Network which is performing the conversion, determine to be the appropriate rate for foreign exchange transactions for the relevant currencies on the relevant days. In the case of credit cards, additional details on international Transactions are contained in the Account Conditions.

29.2 Subject to the provisions of clause 30 “ATM Cash Withdrawals” the use of a Card, Virgin Money Online and Virgin Money Telephone Self Service outside Australia is subject to any exchange control regulations and requirements of the Reserve Bank of Australia.

29.3 The maximum amount of a cash advance by use of a Card and the purpose for which it is obtained may be determined by the Reserve Bank of Australia and the laws and requirements of the country in which the cash advance is effected or requested or any other applicable law.

29.4 The use of the Card, Virgin Money Online and Virgin Money Telephone Self Service outside Australia is also subject to the laws and sanctions of Australia, the USA, and the country in which you use or try to use those facilities. We make no promises in any way whatsoever that you or any Additional Signatory will be able to use those facilities outside of Australia.

30 ATM Cash Withdrawals

You and any Additional Signatories may make cash withdrawals (including outside of Australia) from an Account by use of a Card at ATMs (including some Network ATMs). Use of the Card at ATMs will result in:

- (1) the collection, storage, communication, monitoring and processing (by any means) by Network Members of all information and data necessary for us to maintain appropriate Transaction records in relation to the Account;
- (2) the release and transmission to and between Network Members of all information and data (including details of the Account and any Transactions shown) necessary to enable the Card to be used in ATMs;

- (3) the retention of all such information and data by Network Members; and
- (4) the disclosure of all such information and data by Network Members in compliance with all applicable laws and regulations governing such disclosure.

31 Ownership of Card

The Card remains our property.

You must destroy or return the Card to us upon:

- (1) receiving notice from us cancelling the Card;
- (2) closure of the Account;
- (3) revocation of your authority to operate on the Accounts; or
- (4) if permitted by the Account Conditions, you notifying us in writing that at least two signatories are required to operate the Account, and we request that you destroy or return the card.

32 Transactions

- 32.1 A Transaction made through Electronic Equipment may be processed to the Account on the day that you make it or the following Business Day, depending on any cut off times applied by the operator of that equipment.
- 32.2 No withdrawal, transfer or payment from an Account may be made which exceeds the credit balance of that Account or the credit limit of any agreed line of credit.
- 32.3 We shall not be responsible to you for any loss incurred by you in any of the following situations:
 - (1) you do not have sufficient funds in your Account to make a funds transfer or payment;
 - (2) an order of court directs us to prohibit funds transfers or payments from the relevant Account;
 - (3) your Account is closed or your Account (or any funds in it) has been suspended;
 - (4) the funds transfer or payment causes your Account balance to go over the credit limit or any credit arrangements set up to cover overdrafts in your Account;
 - (5) you have not provided us with complete and correct payment information, including without limitation the name, address, account(s) number, and payment amounts for the payee;

- (6) you did not correctly use any Electronic Equipment including Virgin Money Online; or
- (7) circumstances beyond our reasonable control prevent the funds transfer or payment, despite reasonable precautions taken by us.

33 Printed Transaction Record

When you or an Additional Signatory complete a Transaction through Electronic Equipment you or an Additional Signatory (as applicable) should print a Transaction record. You or an Additional Signatory (as applicable) should check the record to ensure that it reflects the Transactions correctly and accurately.

C Virgin Money Online

34 Application

You and any Additional Signatory may access your Accounts on the Internet using the Virgin Money Online facility.

We may from time to time assign the Default Account for your Virgin Money Online access.

35 Gaining Access to and Use of Virgin Money Online

- 35.1 You should understand that you or any Additional Signatory will gain access to Virgin Money Online through an Access Service Provider in the country from where you access Virgin Money Online, and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by that Access Service Provider.
- 35.2 Supply and maintenance of any equipment necessary to enable you and any Additional Signatory to use Virgin Money Online (including any hardware and software) and maintenance of an account with an Access Service Provider to enable you to use Virgin Money Online, is solely your responsibility.
- 35.3 You must, and must ensure any Additional Signatory will:
 - (1) take reasonable steps to maintain the security of your hardware and software; and
 - (2) sign off/log off Virgin Money Online before leaving a computer, mobile phone or other handheld device used to access Virgin Money Online unattended.

36 Use of Electronic Mail

You and any Additional Signatory may request general information including Account statements and information concerning us or any Virgin Money Australia company by sending electronic messages through Virgin Money Online. However, you or any Additional Signatory cannot use electronic messages to initiate or conduct Transactions on your Account. For Transactions, please use the appropriate functions within Virgin Money Online, call Virgin Money Telephone Self Service or Virgin Money Customer Care or visit an ATM to conduct your banking Transactions.

37 Virgin Money Online Transactions

- 37.1 We will provide you with a Code to enable you to use Virgin Money Online. The Code (other than an Online Authorisation Code) may subsequently be chosen by you within such parameters that are determined by us.
- 37.2 Use of the Code will entitle you to obtain such financial details in relation to your Account and effect such Transactions as we may determine.
- 37.3 For information on the current range of services and Transactions through Virgin Money Online, please visit the virginmoney.com.au website.
- 37.4 We do not warrant accessibility described in this clause where access is sought by a personal computer with an Apple Macintosh or Unix operating system.

38 Currency of Information

- 38.1 Unless advised otherwise by us, Account information through Virgin Money Online will reflect the position at the close of business on the previous Business Day.
- 38.2 We will do everything possible to ensure that Virgin Money Online is available 24 hours a day, 7 days a week and that the information available is correct and up to date. However, there may be circumstances beyond our reasonable control which may result in the temporary failure of Virgin Money Online.

We do not promise that your experience of Virgin Money Online will be uninterrupted and that the information available will be correct and up to date in the event of temporary failures of Virgin Money Online. In the event of such unavailability, you may use other Virgin Money Non-Cash Payment Facilities to conduct Transactions, or visit an Australia Post office during their hours of operation to make a payment to the Account.

39 Transfers and Payments

- 39.1 You may need to obtain from us and enter an Online Authorisation Code before being able to transfer funds from your Account to a new payee. Please follow the instructions in relation to adding and activating a payee on Virgin Money Online.
- 39.2 Funds can be transferred between your Virgin Saver Account and your linked account, however you cannot transfer funds from a credit card Account to any other Account. A funds transfer constitutes a withdrawal from the Account from which you make the transfer or payment and a deposit to the Account to which you make the transfer or payment.

40[Not Used]

41 BPAY®

- 41.1 The BPAY® service is available through Virgin Money Online. Refer to the separate BPAY® terms below for terms and conditions of use.

42 Proprietary rights in Virgin Money Online

All proprietary rights (including without limitation title, patent rights and copyright) in Virgin Money Online (including without limitation the Virgin Money Online internet site) shall at all times vest and remain vested in Citibank and Virgin Money Australia.

43 No Warranty for the Accuracy of Third Party Information

Where we as part of Virgin Money Online provide you with any information which we obtain from any third, you acknowledge and agree that we do not thereby warrant the accuracy or completeness of any such third party information.

44 Notices that you may give us using Virgin Money Online

- 44.1 In addition to notification in writing, if your Account Conditions allow it, you or any Additional Signatory may also notify us of certain matters using Virgin Money Online. These matters may include:
- (1) Inquiry on Funds Transfers;
 - (2) Feedback/General Inquiry;
 - (3) Suggestions/Comments;
 - (4) Request for Brochure/Application Forms;

- (5) Inquiry on products and promotions;
- (6) Inquiry on Statements;
- (7) Inquiry on Transactions;
- (8) Inquiry on Payments/Deposits; and
- (9) Request for Change of contact details.

44.2 General queries in relation to Virgin Money Online may be made by calling 13 37 39.

44A Mistaken Internet Payments

- 44A.1 This section 44A sets out how mistaken internet payments are dealt with under the ePayments Code to which we subscribe. We will comply with these requirements as they relate to us. This section 44A does not apply to BPAY® payments.
- 44A.2 If you made a mistaken internet payment we will be known as the “sending institution”. If you are the recipient of a mistaken internet payment we are known as the “receiving institution”.
- 44A.3 We do not guarantee that in all instances we will be able to recover a mistaken internet payment. If the receiving institution is not an authorised deposit taking institution for the purposes of the Banking Act 1959, we cannot guarantee that it will follow these requirements. We are also not responsible for any losses you suffer as a result of a failure of the receiving institution to comply with the ePayments Code.
- 44A.4 If you believe you have made a mistaken internet payment you must report it to us as soon as possible using the contact details set out in these terms. If we are the sending institution we will investigate your claim and will notify you in writing as to the outcome of our investigations into a reported mistaken internet payment within 30 business days of your making the report.
- 44A.5 Where you have made a mistaken internet payment or if we have been advised that you are the recipient of a mistaken internet payment you must as soon as reasonably possible give us any information we reasonably require to enable us to determine whether a mistaken internet payment has occurred.
- 44A.6 Despite what is set out below in clauses 44A.7 to 44A.10 if the unintended recipient of the mistaken internet payment is receiving income support payments from Centrelink the receiving institution must recover the funds from that recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.

- 44A.7 If the sending institution is not satisfied that a mistaken internet payment has occurred the sending institution is not required to take any further action.
- 44A.8 If the sending institution is satisfied that a mistaken internet payment has taken place it must contact the receiving institution. Provided there are sufficient funds in the recipient's account the following processes will apply depending on when the mistaken internet payment was reported:
- 1) Where the sending institution is notified of the mistaken internet payment within 10 business days of the payment. If the receiving institution is satisfied that a mistaken internet payment has occurred, it will return the funds to the sending institution within 5 business days of the request or such longer period it reasonably requires up to a maximum of 10 business days.
 - 2) Where the sending institution is notified of the mistaken internet payment within between 10 business days and 7 months of the payment:
 - a) the receiving institution must complete its investigation into the mistaken internet payment within 10 business days of receiving a request;
 - b) if the receiving institution is satisfied that a mistaken internet payment has occurred, it will prevent the unintended recipient from withdrawing the funds for 10 further business days. The unintended recipient will be notified that the receiving institution will withdraw the funds within 10 business days if the recipient does not establish they are entitled to the funds within that 10 day period; and
 - c) if the unintended recipient does not establish they are entitled to the funds within that time, the receiving institution will return the funds to the sending institution within 2 business days of the end of that period. If you are the unintended recipient we will withdraw the funds from your account without further notice to you.
 - 3) Where a report is made after 7 months of payment:

If the receiving institution is satisfied a mistaken internet payment occurred, it must seek the consent of the unintended recipient to return the funds.

44A.9 Where the sending institution and the receiving institution are satisfied that a mistaken internet payment has occurred but there are not sufficient funds in the unintended recipient's account to the full value of the mistaken internet payment, the receiving institution must use reasonable endeavours to retrieve the funds from the unintended participant.

44A.10 If the receiving institution is not satisfied that a mistaken internet payment has occurred the receiving institution is not required to take any further action unless the recipient nevertheless agrees to return the funds.

D Virgin Money Telephone Self Service and Virgin Money Customer Care

45 Application

- 45.1 You may use Virgin Money Telephone Self Service and Virgin Money Customer Care to access your Account subject to the Account Conditions.
- 45.2 You can access Virgin Money Telephone Self Service and Virgin Money Customer Care on 13 37 39 (within Australia) or +61 2 8288 2222 (from outside Australia).

46 Virgin Money Telephone Self Service Transactions

- 46.1 We will provide you with a TPIN to enable you to use Virgin Money Telephone Self Service. The TPIN may subsequently be chosen by you within such parameters as are determined by us.
- 46.2 Use of the TPIN will entitle you to obtain such financial details in relation to your Account and effect such Transactions as we may determine.

47 Currency of Information

- 47.1 Unless advised otherwise by us, Account information through Virgin Money Telephone Self Service and Virgin Money Customer Care will reflect the position at the close of business on the previous Business Day.
- 47.2 We will do everything possible to ensure that Virgin Money Telephone Self Service and Virgin Money Customer Care is available 24 hours a day, 7 days a week and that the Information available is correct and up to date. However, there may be circumstances beyond our reasonable control which may result in the temporary failure of Virgin Money Telephone Self Service and Virgin Money Customer Care. We do not promise that your

experience of Virgin Money Telephone Self Service and Virgin Money Customer Care will be uninterrupted and that the information available will be correct and up to date in the event of temporary failures of Virgin Money Telephone Self Service and Virgin Money Customer Care. In the event of such unavailability, you may use other Virgin Money Non- Cash Payment Facilities to conduct Transactions, or visit an Australia Post office during their hours of operation, to make a payment to the Account.

48 Transfers and Payments

Clause 39.2 of Section C also applies to Virgin Money Telephone Self Service and Virgin Money Customer Care.

49 Transaction Record

When you or an Additional Signatory make a Transaction through Virgin Money Telephone Self Service or Virgin Money Customer Care, we will provide a Transaction reference number which acts as a receipt. We recommend that you or an Additional Signatory (as applicable) write this number down. It should be quoted if you have any queries.

50 Call Costs

You can call from anywhere in Australia for the cost of a local call. Otherwise, normal overseas and mobile call rates apply.

51 BPAY®

51.1 The BPAY® service is available through Virgin Money Telephone Self Service. Refer to the separate BPAY® terms in Section F for terms and conditions of use.

E Periodic Payments and Direct Debits

52 Application

- 52.1 You may authorise us to make periodic payments from your Account.
- 52.2 You may arrange to make regular payments from your Account using Direct Debit Request facilities.

53 Periodic Payments

53.1 A periodic payment is an arrangement through which you can set up a payee to receive regular payments of a set dollar amount from your Account. You can arrange a periodic payment through us by completing

a form or by setting up the payment instruction online through Virgin Money Online.

- 53.2 You must provide the information we require to effect the periodic payment. Information required may include the BSB and account numbers and account name of the accounts from and to which payments are to be made. You are responsible for the accuracy of the information you provide to us to make the payment. You should therefore check all information, including the payee's BSB an account number, before providing it to us. We do not check and are not responsible for checking the accuracy of the information you provide. Incorrect information may result in your payment being made to an account that is not the account of the intended payee. You are liable for any payment we carry out in accordance with your instructions.
- 53.3 We will process your periodic payment in accordance with your instructions and subject to any additional terms and conditions that you accept at the time the periodic payment is established.
- 53.4 Periodic payments are subject to any arrangement now in existence or which may hereafter come into existence between us and you.
- 53.5 We configure our systems in a manner that we believe will contribute to the efficient, honest and fair provision of our financial services, which may be varied from time to time. This includes making decisions about the order in which systems will operate, which may affect the order in which your instructions (including periodic payments, other orders, and cheques) will be processed. If your account has sufficient funds available to make all payments that are due on a particular day, the relevant order of payment is unlikely to affect you.
- If your account does not have sufficient funds to make all payments due on that day, our systems will not pay all of the payments due on that day.
- 53.6 We use reasonable endeavours to debit your Account on the days nominated by you, but do not promise to always do so. If the day on which your Account is to be debited is not a Business Day, or if we or another payment system participant cannot process a payment on that day, the debit will usually be made on the next Business Day.
- 53.7 A periodic payment will remain effective notwithstanding any purported revocation or your death, bankruptcy or liquidation until notice of cancellation of the periodic payment has been received by us.

54 Direct Debit

- 54.1 You can authorise a debit user, who may be a Merchant or other service provider, to debit amounts from your Account, as and when you owe those amounts to the debit user. This is called a direct debit arrangement. The Merchant or service provider will provide you with a direct debit Request Service Agreement for you to complete and sign to provide them with this authority.
- 54.2 Details regarding timing of a direct debit will be outlined in the direct debit Request Service Agreement the Merchant or service provider has supplied to you.

55 Cancelling Recurring Instructions

- 55.1 You are encouraged to maintain a record of any regular payment arrangements (including direct debits and periodic payments) that you have with a Merchant or a service provider.
- 55.2 To change or cancel any regular payment arrangements, you should contact the Merchant or the service provider at least 15 days prior to the next scheduled payment. The financial institution must accept the Merchant's transaction until you have successfully cancelled your regular payment arrangement. Please retain a copy of your request to change or cancel any regular payment arrangements with a Merchant or a service provider. You have the right to challenge a Transaction if a Merchant or a service provider has not acted in accordance with your instructions.
- 55.3 If your Account is closed or your Card number is changed, for example as a result of your previous card being lost or stolen, you must contact the Merchant or service provider to cancel or change the details of your existing regular payment arrangements. In some circumstances where your card details have changed, we may (but are not obliged to) provide a merchant with your replacement card details. You can instruct us not to do this by calling us on 13 37 39.

56 Available Funds

- 56.1 Before each periodic payment or direct debit you must ensure that you have sufficient cleared funds available in your Account, from which a payment will be made, to enable that payment to be made.
If the payment date falls on a day other than a Business Day, those funds must be available by close of business on the previous Business Day.

56.2 If your Account has insufficient funds to cover the amount of the payment we can, at our discretion, honour the transaction. By honouring a transaction this may cause your Account to become overdrawn.

This does not constitute our authorisation or agreement for the Account to be overdrawn and you should refer to your Account Conditions for information on overdrawn accounts.

57 [Not Used]

F. BPAY®

58 Application

58.1 We are a member of the BPAY® Scheme which is an electronic payments scheme through which you and Additional Signatories can ask us to make payment on your behalf to Billers who accept BPAY® payments.

We will notify you if we cease to be a member of the BPAY® Scheme.

58.2 BPAY® is available through Virgin Money Online and our Telephone Self Service.

59 Payments

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

59.2 You or an Additional Signatory should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment - for those errors see clause 59.6 below) when instructing us to make a BPAY® payment, or if you did not authorise a BPAY® payment that has been made from your Account. Clauses 61, 62 and 63 describes when and how we will arrange for such a BPAY® payment (other than in relation to an underpayment) to be refunded to you.

59.3 Subject to clause 72 - Billers who participate in the BPAY® Scheme have agreed that a BPAY® payment you or an Additional Signatory make will be treated as received by the Biller to whom it is directed:

- (1) on the date you make that BPAY® payment, if you or an Additional Signatory tell us to make the BPAY® payment before 4pm (EST) on a Banking Business Day;
- (2) on the next Banking Business Day, if you tell us to make a BPAY® payment after 4pm (EST) on a Banking Business Day, or on a non Banking Business Day; or

- (3) if available on the day you have nominated for a scheduled payment to take place or where this day is not a Banking Business Day on the next Banking Business Day.

59.4 Delay may occur in processing a BPAY® payment where:

- (1) there is a public or bank holiday on the day after you or an Additional Signatory tell us to make a BPAY® payment;
- (2) you or an Additional Signatory tell us to make a BPAY® payment either on a day which is not a Banking Business Day or after 4pm (EST) on a Banking Business Day;
- (3) another financial institution participating in the BPAY® Scheme does not comply with its obligations under the BPAY® Scheme; or
- (4) a Biller fails to comply with its obligations under the BPAY® Scheme.

59.5 While it is expected that any delay in processing under this agreement for any reason set out in clause 59.4 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.

59.6 You and any Additional Signatory must be careful to ensure that you tell us the correct amount you or an Additional Signatory wish to pay. If you or an Additional Signatory instruct us to make a BPAY® payment and later discover that the amount you or an Additional Signatory told us to pay was less than the amount needed to pay, another BPAY® payment can be made for the difference between the amount actually paid to a Biller and the amount needed to pay.

59.7 If you or an Additional Signatory discover that the amount you or an Additional Signatory instructed us to pay was more than the amount due to the Biller, you must contact the Biller to negotiate any refund.

60 Liability and ePayments Code

60.1 If under this clause 60 you are liable for an unauthorised or fraudulent payment and the ePayments Code applies, then your liability is limited to the lesser of:

- (1) the amount of that unauthorised or fraudulent payment; and
- (2) the limit (if any) of your liability set out in the Account Conditions

If 60.1 (2) applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

61 Mistaken Payments, Unauthorised Transactions and Fraud

- 61.1 We will attempt to make sure that your or an Additional Signatory's BPAY® payments are processed promptly by the participants in the BPAY® Scheme, including those Billers to whom the BPAY® payments are to be made. You or any Additional Signatory must promptly tell us if:
- (1) you or an Additional Signatory become aware of any delays or mistakes in processing your BPAY® payments
 - (2) if you or an Additional Signatory did not authorise a BPAY® payment that has been made from your Account, or
 - (3) if you or an Additional Signatory think that you have been fraudulently induced to make a BPAY® payment.

We will attempt to rectify any such matters in relation to your BPAY® payments in the way described in this clause. However, except as set out in clause 60 and clause 28 and to the extent that a Transaction was permitted by you, we will not be liable for any loss or damage you suffer as a result of using the BPAY® Scheme.

The longer the delay between when you or an Additional Signatory tell us of the error and the date of your BPAY® payment, the more difficult it may be to perform the error correction. For example, we or the Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.

62 Mistaken Payments

- 62.1 If a BPAY® payment is made to a person or for an amount, which is not in accordance with your or any Additional Signatory's instructions (if any), and your Account was debited for the amount of that payment, we will credit that amount to your Account. However, if you or an Additional Signatory were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of us attempting to do so, you must pay us that amount.

63 Unauthorised Payments

- 63.1 If a BPAY® payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you

did not give authority, we will credit your Account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:

- (1) we can not recover within 20 Banking Business Days of us attempting to do so that amount from the person who received it, and
- (2) the payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions.

64 Fraudulent Payments

64.1 If a BPAY® payment is induced by the fraud of a person involved in the BPAY® Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY® Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud- induced payment.

65 Resolution Principles

65.1 If a BPAY® payment you or any Additional Signatory have made falls within the type described in clause 63.1 and also clause 62.1 or 64.1, then we will apply the principles stated in clause 63.1. If a BPAY® payment you or any Additional Signatory have made falls within both the types described in clauses 62.1 and 64.1, then we will apply the principles stated in clause 64.1.

66 No “Chargebacks”

66.1 Except where a BPAY® payment is a mistaken payment referred to in clause 62.1, an unauthorised payment referred to in clause 63.1, or a fraudulent payment referred to in clause 64.1, BPAY® payments are irrevocable. No refunds will be provided through the BPAY® Scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Any dispute must be resolved with the Biller.

Important

Even where your BPAY® payment has been made using a credit card account or a charge card account, no “Chargeback” rights will be available under BPAY® Scheme rules.

67 Biller Consent

If you or an Additional Signatory tell us that a BPAY® payment made from your Account is unauthorised, you must first give us your written consent addressed to the Biller who received that BPAY® payment, consenting to us obtaining from the Biller information about your Account with that Biller or the BPAY® payment, including your customer reference number and such information as we reasonably require to investigate the BPAY® payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY® payment.

68 How to use the BPAY® Scheme

- 68.1 You and any Additional Signatory must comply with the Account Conditions applying to the Account to which you request us to debit a BPAY® payment, to the extent that those Account Conditions are not inconsistent with or expressly overridden by the BPAY® terms. The BPAY® terms set out below are in addition to those terms. If there is any inconsistency between the Account Conditions and the BPAY® terms, the BPAY® terms will apply to the extent of that inconsistency.
- 68.2 When a credit card is used to pay a bill through the BPAY® Scheme, we treat that payment as a credit card purchase Transaction.
- 68.3 The receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between the Payer and that Biller.

69 Valid Payment Direction

We will treat your or any Additional Signatory's instruction to make a BPAY® payment as valid if, when you give it to us you comply with the security procedures specified in these Terms and Conditions.

70 Information You Must Give Us

- 70.1 The information you or any Additional Signatory must give us to instruct us to make a BPAY® payment is:
- (1) the Biller Code written on the bill near the BPAY® Logo, and the customer reference number; and
 - (2) the Account from which you wish to make the payment; and
 - (3) the amount of the payment you wish to make.

We are not obliged to effect a BPAY® payment if we are not given all of the above information or if any of the information given to us is inaccurate.

71 Payment Queries

- 71.1 Refer to your Account Conditions for information about how we handle your complaints and disputes.
- 71.2 If in relation to a Transaction we fail to observe the appropriate procedures for complaint investigation and resolution, allocation of liability and communication of the reasons for our decision, and such failure prejudices the outcome of our investigation of the complaint or delayed its resolution, we may be liable for part or all of the amount of the Transaction which is the subject of the complaint.

72 Cut-off Times

Generally, any withdrawal or deposit will be processed the day instructions are received, provided your instructions are complete and received by us before 4:00pm (EST) on any Business Day (excluding days which are public holidays in Sydney). Any Transaction outside these times may be processed on the following Business Day. A payment may take longer to be credited to a Biller if you tell us to make a payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY® Scheme does not process a payment as soon as they receive its details.

73 When a Biller Cannot Process a Payment

If we are advised that your payment cannot be processed by a Biller, we will:

- (1) advise you of this;
- (2) credit your Account with the amount of the BPAY® payment; and
- (3) take all reasonable steps to assist you in making the BPAY® payment as quickly as possible.

74 Account Records

You should check your Account records carefully and promptly report to us as soon as you become aware of them any BPAY® payments that you think are errors or are BPAY® payments that you did not authorise or you think were made by someone else without your permission.

75 BPAY® Privacy

75.1 If you register to use the BPAY® Scheme, you and any Additional Signatory:

- (1) agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY® Scheme (BPAY® Pty Ltd) or any other participant in the BPAY® Scheme and any agent appointed by any of them from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY® Scheme:
 - (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY® Scheme; and
 - (b) such of your transactional information as is necessary to process your BPAY® payments. Your BPAY® payments information will be disclosed by BPAY® Pty Ltd, through its agent, to the Biller's financial institution.

75.2 You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY® Scheme referred to in clause 75.1, as necessary.

75.3 You can request access to your information held by us, BPAY® Pty Ltd or its agent, Cardlink Services Limited at their BPAY® Contact Details or Cardlink Contact Details listed in the Definitions clause 1.

75.4 If your personal information detailed above is not disclosed to BPAY® Pty Ltd or its agent, it will not be possible to process your requested BPAY® payment.

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Contact

For more information on your account visit us at;

virginmoney.com.au

or call;

13 37 39

or if you're outside Australia call;

+61 2 8288 2222

24 hours a day, 7 days a week

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