

# Conditions of Use and Credit Guide

Effective December 2017



## Credit Guide

Latitude Finance Australia ABN 42 008 583 588 (“Latitude”), Australian Credit Licence Number 392145. This credit guide gives you some information about our responsible lending obligations and dispute resolution procedures. If you have any queries, you can contact Customer Solutions on 1300 552 079.

### **We will not make an unsuitable contract with you**

We are not permitted to enter into a credit contract or increase the credit limit of an existing credit contract if the contract would be unsuitable for you. A contract will be unsuitable for you if at the time of our assessment it is likely that you will be unable to comply with your financial obligations under the contract or could only do so with substantial hardship, or if the contract will not meet your requirements and objectives.

In order to ensure that we do not enter into a contract with you that is unsuitable, we are required to make reasonable inquiries about your financial situation, your requirements and objectives and to take reasonable steps to verify your financial situation.

### **We will make an assessment that the contract is not unsuitable for you**

We are required to assess that the credit contract is not unsuitable for you before we enter into the contract or agree to increase your credit limit.

You may also request a copy of the assessment within 7 years of the date the contract is entered into or your credit limit is increased. If your request is made within 2 years, we will provide you with the assessment within 7 business days of your request, otherwise we will provide you with the assessment within 21 business days. We will not charge you a fee for providing the assessment.

### **If you have a dispute in relation to your credit contract**

If you have a complaint, please contact us first. We have a free internal dispute resolution procedure which you can access by telephoning us on 1300 369 340 or by writing to Latitude at 572 Swan Street, Richmond VIC 3121. To help ensure we address your complaint quickly please provide us with your name, address and account number and all the relevant information relating to your complaint. Once we are aware of your complaint our staff will take the appropriate steps to address your concerns straight away. If the staff member is not able to resolve this with you immediately the matter will be further investigated and all reasonable steps will be taken to resolve the matter with you or your authorised representative. If however, you are not satisfied with the outcome of your complaint, our external dispute resolution provider is the Financial Ombudsman Service (“FOS”) Australia and can be contacted at 1800 367 287, [www.fos.org.au](http://www.fos.org.au) or at GPO Box 3, Melbourne VIC 3001 (Australia).

# 28 Degrees Mastercard Credit Contract - Conditions of Use

Your **credit contract** comprises the Conditions of Use and the 28 Degrees Mastercard **financial table**.

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## Credit Contract - Conditions of Use

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# 28 Degrees Mastercard

## Credit Contract - Conditions of Use

This document does not contain all the pre-contractual information **we** are required by law to give **you**.

Further terms and conditions are in the 28 Degrees Mastercard **financial table**.

Words printed like **this** are explained in 45 together with some other key words.

**We** strongly recommend that **you** read these Conditions of Use and the 28 Degrees Mastercard **financial table** carefully, and ensure that any **additional cardholder** also does so. If **you** have any questions please contact **us**.

### Part A: Information about these Conditions of Use

#### 1 When are you bound by the credit contract?

**You** are bound by the **credit contract** as soon as **you** or any **additional cardholder** use the **account** to access credit. (Using the **account** includes specifying to **us** an account, person or business for the purposes of a **balance transfer** or **cash equivalent transaction**.)

### Part B: Information about cards and your account

#### 2 What can a card be used for?

2.1 A **card** can be used to obtain credit from **us**:

- (a) to pay for all or part of the price of goods and **services**;
- (b) subject to 3, for cash;
- (c) subject to 4, for **balance transfers**;
- (d) subject to 2.10 for **BPAY payments**; and
- (e) in **our** discretion, for **cash equivalent transactions**,

where the goods, **services** or cash are obtained from a **supplier**, financial institution or **electronic banking terminal** which accepts Mastercard credit cards, or as otherwise nominated by **us**.

However in **our** discretion, **we** may decline authorisation for any transaction on **your account** or for transactions on any **card** issued by **us** on **your account**.

- 2.2 A **card** can only be used to obtain credit if:
- (a) **you** have first activated **your card** in accordance with **our** procedures; and
  - (b) the **card** is presented to the **supplier** or financial institution; or
  - (c) the **supplier** or financial institution is given details of the **card** in some other way **we** have approved, and the person using the **card** or supplying the details is, or purports to be, the relevant **cardholder**.
- 2.3 A **card** presented to a **supplier** or financial institution may not be accepted unless:
- (a) it is signed by the **cardholder** and is used prior to the expiry date on the face of the **card**; and
  - (b) the **cardholder** signs a voucher and the signature matches the signature on the **card** or the **cardholder** enters the **PIN**; and
  - (c) the **account** has not been closed under 27 or use of the **card** has not been suspended or cancelled under 27; and
  - (d) any identification required by the **supplier** or financial institution is provided.
- 2.4 A **card** can also be used, subject to 4, to obtain credit from **us** to pay out credit contracts with credit providers, including **us** or **our** related entities.
- 2.5 **You** are liable to **us** for the amount of a **purchase, cash advance, cash equivalent transaction** or a **balance transfer** from the date **we** assign to the transaction in accordance with 43.1 and the credit **we** provide in respect of those amounts is payable in accordance with this **credit contract**.
- 2.6 For any transaction, if the **card** is used in conjunction with the **PIN** or **password**, the transaction is treated as being made or authorised by **you**. See Part G on how **you** may dispute an **unauthorised transaction**.
- 2.7 If a **card** is used without **your** consent in cases involving an **EFT transaction**, **your** responsibilities are set out in 28 to 33.
- 2.8 A **card** must be used wholly or predominantly for personal, domestic or household purposes.
- 2.9 **You** must ensure the chip on a **card** is protected at all times from misuse including tampering, damage, destruction or any form of unauthorised use. Only **you** can use the chip on a **card** for any of the available services. **Your card** may be subject to forfeiture if the chip is used by anyone other than **you**.

- 2.10 **You** may pay bills using the **BPAY® scheme** through the **Online Service Centre** or in any other way that **we** advise **you** in writing.
- 2.11 In order to use the **BPAY scheme** **you** must first register for the **Online Service Centre** and accept the Online Service Centre terms and conditions.
- 2.12 **Your** use of the **BPAY scheme** is governed by the credit contract and the Online Service Centre terms and conditions (as varied). **You** will be given a copy of the **Online Service Centre** terms and conditions when **you** register for the **Online Service Centre**. If there is any inconsistency between the terms and conditions applying to the **account** and the Online Service Centre terms and conditions, the Online Service Centre terms and Conditions will apply to the extent of that inconsistency.

### **3 The cash advance facility**

- 3.1 The minimum amount of a **cash advance** may vary between **suppliers** and financial institutions. A daily limit may apply to **cash advances** a **cardholder** may obtain on any day.
- 3.2 Before a **cash advance** is processed, you or any **additional cardholder** may be required by the financial institution to provide identification in accordance with their operating procedures.
- 3.3 We may decline requests for **cash equivalent transactions** or, at any time, impose any condition on **cash equivalent transactions**, at our discretion.
- 3.4 Your **cash advance balance** must not at any time exceed the **cash limit**. We may reduce the **cash limit** at any time at our discretion and without your consent. We may suspend or withdraw the **cash advance** facility at any time.

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### **4 Balance transfers**

- 4.1 If **we** make a **balance transfer offer**, **you** may ask **us** to effect one or more **balance transfers** for **you** to pay amounts **you** owe under a credit contract while that offer is current.
- 4.2 **We** may accept or decline **your** request for a **balance transfer** or, at any time, impose any condition on a **balance transfer** (including in the **balance transfer offer**), in **our** discretion.
- 4.3 Without limiting 4.2, **we** may refuse to accept a **balance transfer** unless:



- (a) **you** are the primary **cardholder** and liable for both this **account** and the other account;
- (b) the other account is of a type in relation to which **we** ordinarily do not accept **balance transfers** (for example, **we** do not usually accept **balance transfers** from other cards issued by **us** and **we** do not accept **balance transfers** from credit cards issued outside Australia);
- (c) **you** comply with any conditions **we** specify in relation to the **balance transfer**, including in the **balance transfer offer**;
- (d) **you** properly authorise the **balance transfer**;
- (e) **you** provide all information reasonably requested by **us** to effect the **balance transfer**; and
- (f) the **balance transfer** will not result in **your credit limit** being exceeded.

4.4 **You** should continue to make any required payments to any account from which **you** transfer a balance until **you** receive a statement confirming that the other account has been credited. **We** will not be liable for any overdue payment or interest incurred.

4.5 Please refer to the current **balance transfer offer** terms and conditions at the end of this Conditions of Use booklet.

## **5 Can additional cards be issued?**

5.1 **We** may issue an additional card to anyone at least 16 years of age that **you** nominate. **You** authorise an **additional cardholder** to operate the **account** in every way **you** are able to and each use of such a **card** is subject to the **credit contract**.

5.2 **You** will be liable for any use of a **card**, and any breach of the **credit contract**, by a **cardholder**. However, **you** will not be liable if the **additional cardholder's** right to use the **card** was previously withdrawn in accordance with 5.3.

5.3 An **additional cardholder's** right to use a **card** will be withdrawn (and the **card** cancelled) when:  
(a) **you** have notified **us** **you** want that to happen; and  
(b) **we** have received the **card**.

5.4 If **we** have received notice that **you** want an **additional cardholder's** permission to use a **card** to be withdrawn but **we** have not yet received the **card**, **you** will only be liable for amounts that relate to transactions that are processed without first being authorised by **us**.

## 6 Card ownership, expiry and reissue

- 6.1 Each **card** is **our** property. **You** must immediately return each **card** to **us** on demand.
- 6.2 **You** must destroy any **card** when the expiry date on it has passed or when it has otherwise been replaced at **your** request or cancelled by cutting it diagonally in half and disposing of it securely.
- 6.3 **We** may issue a new **card** to **you** or to an **additional cardholder** at any time. This includes re-issuing a **card** because an existing **card** has reached, or will soon reach, its expiry date, replacing a **card** which has been reported to **us** as a lost or stolen **card** or replacing the **card** with one of a new design. All such **cards** are subject to the **credit contract**. **We** reserve the right not to reissue or replace a **card**.

## 7 What is your credit limit?

- 7.1 **Your credit limit** is set out in the **financial table**.
- 7.2 **We** may increase **your credit limit** either generally or for a specified period or until a specified time at **your** request or with **your** consent in any form required by law.
- 7.3 **We** may also reduce **your credit limit** at any time without **your** consent.
- 7.4 Transactions made by **you** or any **additional cardholder** must not exceed the **credit limit** without **our** prior approval. **You** must immediately pay the amount of any excess of the outstanding balance on **your account** over **your credit limit**. This obligation applies notwithstanding 12.2(c) and 15. The latter clauses deal with the situation where **you** have not met **your** obligations under this clause.

## 8 Statements of account and statement periods

- 8.1 A statement of account will be issued to **you** at a predetermined date each month after the end of each **statement period** unless the law says **we** do not have to.
- 8.2 The period of a **statement period** is determined by **us** but will not exceed 40 days.
- 8.3 Amounts on **your** statement of **account** will be expressed in Australian dollars.
- 8.4 A **purchase** and a **cash advance** and any other charge incurred in a currency other than United States dollars will be converted into a United States dollar equivalent as at the date it is processed by Mastercard International Incorporated. Those United States dollar

equivalents and any **purchase, cash advance** or other charge incurred in United States dollars will be converted to an Australian dollar equivalent at **our** discretion by:

- (a) Mastercard International Incorporated as at the date of processing in the United States; or
- (b) **us** as at the date of processing in Australia.

8.5 **You** should check all entries on **your** statement of **account**. **You** must report any apparent error or possible unauthorised use of the **account** to **us** immediately, to enable **us** to assist with resolving the issues.

## **9 Amounts debited to your account**

9.1 **Your account** will be debited with, and **you** agree to pay to **us**:

- (a) the amount of each **purchase**;
- (b) the amount of each **cash advance**;
- (c) the amount of any **cash equivalent transaction**;
- (d) the amount of each **balance transfer**;
- (e) interest calculated under 19, 20, 21 and 22;
- (f) fees and charges described in 10.1; and
- (g) any other amounts owing under the **credit contract**.

9.2 **You** agree that:

- (a) the amount shown on a sales voucher or any other evidence of a **purchase** is sufficient evidence of the **purchase** and the amount of the **purchase**;
- (b) the amount shown on a **cash advance** voucher or any other evidence of a **cash advance** is sufficient evidence of the **cash advance** and the amount of the **cash advance**;
- (c) the amount shown on a **cash equivalent transaction** voucher or any other evidence of a **cash equivalent transaction** is sufficient evidence of the **cash equivalent transaction** and the amount to be debited to **your account** in respect of the **cash equivalent transaction**;
- (d) the amount shown on a **balance transfer voucher** or any other evidence of a **balance transfer** is sufficient evidence of the **balance transfer** and the amount of the **balance transfer**; and
- (e) the above applies regardless of whether the voucher or other evidence is signed by a **cardholder**.

9.3 For the purposes of 9.2, the voucher or other evidence of a matter or amount will not be sufficient evidence of that matter or amount if **you** dispute its accuracy within

a reasonable time and it is proven to be incorrect.  
This clause and 9.2 do not limit any rights **you** have to dispute a transaction in the way described in Part G.

## Part C: Information on fees and charges

### 10 What fees and charges apply?

- 10.1 Subject to 11, **you** must pay the following credit, and other, fees and charges:
- (a) those described in the **financial table** as changed under 11.1;
  - (b) those imposed under 11.2 as changed under 11.1;
  - (c) an amount equivalent to government charges and duties on receipts received, or withdrawals made, in connection with **your account**, the amount of which is calculated in accordance with relevant legislation;
  - (d) where for GST purposes **we** made a taxable supply to **you**, **you** must pay, in addition to any GST-exclusive consideration for that taxable supply, an additional amount to be calculated by multiplying that GST-exclusive consideration by the prevailing GST rate; and
  - (e) reasonable enforcement expenses reasonably incurred by **us** in enforcing the **credit contract**, including enforcement expenses reasonably incurred by the use of **our** staff and facilities (these expenses are payable on demand).
- 10.2 Any fee or charge payable by **you**:
- (a) will be debited to **your account** when it is due and payable by **you** or when **we** incur it (whichever is earlier); and
  - (b) is not refundable once debited or paid.

### 11 Can fees and charges change or new ones be introduced?

The amount, frequency or time for payment of a fee or charge may change or a new fee or charge may be imposed under the **credit contract**. **You** will be informed of this change or the new fee or charge under 11.3, 11.4 and 11.5.

- 11.1 The amount, frequency or time for payment of a fee or charge under the **credit contract** may be changed by **us** at any time.
- 11.2 **We** may also impose new fees and charges in connection with:

- (a) the **credit contract**;
- (b) the use of a **card**;
- (c) any transaction concerning the **account**; or
- (d) the provision of credit by **us** to **you** under the **credit contract**.

11.3 Subject to 11.5, **we** will notify **you** of a unilateral change by **us** in the amount of a fee or charge or a new fee or charge by:

- (a) giving **you** particulars in writing; or
- (b) advertising the change in a newspaper circulating throughout Australia, at least 20 days before the change takes effect.

If **we** give **you** newspaper notice **we** will also notify **you** of the change before or when the next statement is sent to **you** after the change takes effect.

11.4 Subject to 11.5, **we** will also give **you** particulars in writing of any unilateral change by **us** in the frequency or time for payment of a fee or charge no later than 20 days before the change takes effect.

11.5 **We** need not give **you** notice under 11.3 and 11.4 if the change reduces **your** obligations or extends the time for payment. In that case **we** may instead advise **you** of the change before or when the next statement of **account** is sent to **you** after the change takes effect.

## Part D: Payments

### 12 What is the minimum amount you must pay for each statement period?

12.1 **Your** statement of **account** for a **statement period** will set out the minimum amount payable for that **statement period**, how **you** may pay it and by when it must be paid.

12.2 That amount will consist of:

- (a) **your minimum monthly payment** - this amount is payable by the **due date** shown on the relevant statement of **account**;
- (b) any **overdue amount** - this amount is payable immediately;
- (c) any **overlimit amount** - this amount is payable immediately; and
- (d) any other amount due under the **credit contract** which is payable on demand (such as enforcement expenses under 10.1(e)).

The amount or frequency or time for payment, or the method of calculation of payments, may change under the **credit contract**. You will be informed of the change under 12.4 and 12.5.

12.3 A payment must be in Australian dollars and made in a form acceptable to **us**.

12.4 **We** may change at any time the amount or frequency or time for payment, or the method of calculation, of payments under the **credit contract**. **We** will give **you** notice in writing of any such change no later than 20 days before the change takes effect.

12.5 **We** need not give **you** notice under 12.4 if the change reduces **your** obligations or extends the time for payment. In this case, **we** may instead advise **you** of the change before or when the next statement of **account** is sent to **you** after the change takes effect.

12.6 To the maximum extent allowed by law, **you** shall not be entitled to set off any amounts **we** owe **you** against amounts **you** owe under the **credit contract**. **You** will need to pay any money **you** are required to pay under the **credit contract** in full without deducting amounts **you** claim are owing to **you** by **us** or any other person.

### 13 How is the minimum monthly payment and the closing balance calculated?

13.1 Your minimum monthly payment for a **statement period** is:

- (a) nil if **your closing balance** is \$5 or less;
- (b) the **closing balance** if it is more than \$5 but less than \$30;
- (c) 2.5% of the **closing balance** or \$30 (whichever is greater) if the **closing balance** is \$30 or more but not more than **your credit limit**; and
- (d) otherwise 2.5% of **your credit limit** or \$30 whichever is greater.

13.2 Your **closing balance** in a **statement period** for the purposes of 13.1 is the **closing balance** shown on the relevant statement of **account** less:

- (a) any **overdue amount**; and
- (b) any amount referred to in 12.2(d).

### 14 How is the overdue amount calculated?

Your **overdue amount** for a **statement period** is any unpaid part of a **minimum monthly payment** due in a previous **statement period**.

### 15 How is the overlimit amount calculated?

Your **overlimit amount** is the excess of the **closing**

**balance** at the relevant **statement date** over **your credit limit** less any amount referred to in 12.2(d).

## 16 From when do you get credit for a payment?

**We** will give **you** credit for any payment **you** make from and including the date **we** receive the payment or proceeds of the payment. In the case of processing funds paid by cheque this may take up to 5 business days. If **you** use BPAY<sup>®</sup> to pay it may take up to 3 business days for **us** to receive **your** payment. The time taken may vary depending on **your** financial institution.

## 17 How are payments applied?

17.1 Subject to 16:

- (a) if more than one **annual percentage rate** applies to amounts that have appeared on a statement of **account** we will apply a payment in the following order:
- to pay off the amount that has the highest **annual percentage rate**;
  - then, if there is any part of the payment remaining, we will apply it to pay off the amount that has the next highest **annual percentage rate**, and so on until all amounts to which an **annual percentage rate** applies have been paid off;
  - then, if there is any part of the payment remaining, we will apply it to pay off amounts that have not yet appeared on a statement of **account**.
- (b) If the same **annual percentage rate** applies to all of the amounts that have appeared on a statement of **account**, we will apply a payment in the following order:
- to pay off all amounts to which an **annual percentage rate** applies;
  - then, if there is any part of the payment remaining we will apply it to pay off amounts that have not yet appeared on a statement of account.

## 18 How are refunds processed and applied?

18.1 **We** process refunds for goods or **services** returned to a **supplier** with effect from and including the date which the **supplier** informs **us** was the date that the return was made.

18.2 **We** will apply a refund in such order as **we** decide, against all other amounts due by **you**.

## Part E: Interest

### 19 When will interest not be charged on purchases, general fees and relevant amounts?

- 19.1 Subject to 19.2, 19.3 and 19.4, **we** do not charge interest on a **purchase**, on a **general fee** or on a **relevant amount**, if:
- (a) **you** pay the full **closing balance** (if any) for the **previous statement** by the **due date** of the **previous statement**; and
  - (b) **you** pay the full **closing balance** shown on the **listing statement** by the **due date** for the **listing statement**.
- 19.2 Subject to 19.3, if the **closing balance** shown on a statement of **account** is not more than \$5, **we** do not charge interest on that **closing balance** during the **statement period** after that to which the statement of **account** relates.
- 19.3 For the purposes of 19.1 and 19.2 **we** assume the **closing balance** includes any **overdue amount**, any **overlimit amount** and any amount referred to in 12.2(d).
- 19.4 **We** do not charge interest on **account protection premiums**. (**We** charge interest on other insurance premiums subject to 19.1 to 19.3).

### 20 How is interest on the purchase and charges balance calculated?

- 20.1 Subject to 20.2, **we** charge interest on the **purchase and charges balance** on a daily basis by applying the relevant current daily percentage rate for **purchases** (which is the relevant **annual percentage rate** divided by 365 or 366 on a leap year) to the relevant part of the **purchase and charges balance** at the end of each day.
- 20.2 **We** will not charge interest on a **purchase**, a **general fee** or a **relevant amount** to the extent 19 applies.

### 21 How will interest on the cash advance balance and on balance transfers be calculated?

- 21.1 **We** charge interest on the **cash advance balance** on a daily basis by applying the current daily percentage rate for cash (which is the current **cash annual percentage rate** divided by 365) to the **cash advance balance** at the end of each day.
- 21.2 During each day of its **special promotion term**, **we** charge interest on a **balance transfer balance** by applying the relevant daily percentage rate (which is the applicable **balance transfer annual percentage rate** set out in the **financial table** or the **balance**



**transfer offer** divided by 365) to the outstanding **balance transfer balance** at the end of each day.

- 21.3 **We** will charge interest on an **expired balance transfer balance** by applying the **current daily percentage rate** for balance transfers (which is the **standard annual percentage rate** divided by 365) to the outstanding **expired balance transfer balance** at the end of each day.
- 21.4 **We** will only include the balance of a **balance transfer** and any interest charged on it in the **expired balance transfer balance** from the expiry of the **special promotion term**, or if there is no **special promotion term**, from the later of the date assigned to that amount in accordance with 43.3, or the opening date of the **listing statement** for that amount.

## 22 Can an annual percentage rate change?

An **annual percentage rate** may change under the **credit contract**. **You** will be informed of the change under 22.2 and 22.3.

- 22.1 **We** may change an **annual percentage rate** at any time.
- 22.2 If **we** increase an **annual percentage rate** **we** will notify **you** of the change by:
- (a) giving you particulars in writing; or
  - (b) advertising the change in a newspaper circulating throughout Australia, no later than the day the change takes effect.
- 22.3 If **we** give **you** newspaper notice **we** will also notify **you** of the change before or when the next statement of **account** is sent to **you** after the change takes effect.
- 22.4 **We** may not change a **balance transfer annual percentage rate** during the **special promotion term** if **we** have accepted **your balance transfer** request under 4.2.

## 23 How frequently will interest be debited?

- 23.1 Interest will be debited monthly to **your account** as at the last day of each **statement period**. Subject to 23.2, 23.3, 23.4 and 43, it will be calculated for each day of the relevant **statement period** and may include adjustments relating to prior **statement periods**.
- 23.2 Interest charges on a **purchase**, a **general fee** or a **relevant amount** will first be debited to **your account**:
- (a) if **you** have made payment in accordance with 19.1(a) - on the last day of the **statement period** after the **statement period** for the **listing statement**; or

(b) otherwise - on the last day of the **statement period** for the **listing statement**.

In each case, interest charges on the **purchase**, **general fee** or **relevant amount** will continue to be debited to **your account** on the last day on each subsequent **statement period** until the **statement period** in which the amount is repaid in full.

23.3 Interest charges on each amount contained in the **cash advance balance**, the **balance transfer balance** or the **expired balance transfer balance** will first be debited to **your account** on the last day of the **statement period** for the **listing statement** and will continue to be debited to **your account** on the last day on each subsequent **statement period** until the **statement period** in which the amount is repaid in full.

## 24 How will you know what the interest is for a statement period?

The interest debited in a **statement period** will be shown on **your** statement of **account** for that **statement period**.

## 25 Do we charge interest on any interest or on fees and charges?

**We** charge interest on interest and on all other fees and charges (except for **non-interest bearing fees** and **account protection premiums**) in accordance with 20 to 21.

# Part F: Defaults, cancellation or suspension of the card and closure of the account

## 26 What happens on default?

26.1 If **you** are in default and subject to any applicable law (such as consumer credit legislation) **we** may:

- (a) require payment in full of the unpaid balance of the **account** (in which case that amount is due and payable by **you** immediately or as soon thereafter as is permitted by any applicable legal provision or requirement); and
- (b) require the immediate return of all **cards** (in which case **you** must immediately return all **cards** to **us**).

26.2 **You** are in default if:

- (a) **you** breach any term of the **credit contract**; or
- (b) any information **you** give **us** in connection with applying for the **account** or assisting **us** with assessing **your** ability to repay any credit **we** make available to **you**, is false or misleading.

Enforcement expenses arising under 10.1(e) may become payable under the **credit contract** in the event of a breach.

## 27 When can a card be suspended or cancelled or an account closed?

27.1 **We** may unilaterally, or on **your** request, and in both cases at **our** discretion:

- (a) close an **account**; or
- (b) suspend **your credit limit** or the use of a **card**, cancel a **card** or retain a **card** presented to a **supplier** or financial institution.

Note: As an example, we may suspend your use of a card if you have not used your account for an extended period of time. In this case, you may call us to request that the suspension be removed.

27.2 After the **account** is closed, **you** must ensure that the **cards** are no longer used. A **card** may be rejected if the **account** is closed. Upon receiving notice of that closure, **you** must immediately cut up the **cards** diagonally in half and return all **cards** to **us**.

27.3 If the use of a **card** is suspended the relevant **cardholder** must not use the **card** for the period of suspension. If a **card** is cancelled the **cardholder** must not use the **account** with that **card**.

27.4 If the **account** is closed or a **card** is cancelled **you** must cancel any periodical debits authorised to be made to the **account** or against the **card** by direction to the relevant **supplier**.

27.5 Suspension, cancellation or closure does not affect any of **your** obligations, or those of any other **cardholder**, in respect of the **account**. For example, if a **card** is used by a **cardholder** in contravention of 27.2 or 27.3, **you** will still be liable for those transactions.

## Part G: General conditions

### 28 Looking after your card

28.1 **You** must ensure that a **cardholder** informs **us** immediately if their **card** or **PIN** or **password** has been misused, lost or stolen by calling **our** lost and stolen cards hotline on 1800 005 809.

**We** must be given all the information that **you** or the **cardholder** have or can reasonably obtain regarding the loss, theft or unauthorised use.

28.2 **You** must ensure that **cardholders** comply with the following:

- (a) where a **cardholder** has a **card**, **PIN**

or **password**, the **cardholder** must:

- (i) not voluntarily give or disclose details of the **card**, **PIN** or **password** to anyone including a family member or friend;
  - (ii) not act with extreme carelessness in failing to protect the security of the **password**; and
  - (iii) not record the **PIN** on the **card**, or on articles liable to loss or theft simultaneously with the **card** or record the **password** on one or more articles which are liable to loss or theft simultaneously (without making a reasonable attempt to protect the security of the record); and
- (b) where **we** allow the **cardholder** to select a **password**, the **cardholder** must not select:
- (i) a numeric code which represents the **cardholder's** birth date; or
  - (ii) an alphabetical code which is a recognizable part of the **cardholder's** name.

Any act by the **cardholder** contrary to 28.2(a) or (b), may mean that **you** are liable for losses caused by **unauthorised transactions** caused by a **PIN** or **password security breach**.

28.3 **Cardholders** should:

- (a) sign the **card** immediately upon receiving it;
- (b) look after the **card** at all times so as to minimise the risk of losing it or allowing it to be used by someone else and report any loss, theft or misuse of it in accordance with 28.1;
- (c) look after the **PIN** or any **password** at all times so as to minimise the risk of losing it or allowing it to be used by someone else. For instance:
  - do not write the **PIN** or password on the **card**;
  - do not keep the **PIN** or **password** near the **card** in a disguised form, such as a telephone number;
  - when a **PIN** or **password** is selected, do not select a numeric sequence which represents the **cardholder's** date of birth, or an alphabetical sequence which is a recognisable part of the **cardholder's** name;
  - do not tell the **PIN** or **password** to anyone else (including any family or friends);
  - if the **PIN** or **password** becomes known to someone else, **you** must tell **us** immediately by calling **us** on any telephone number that **we** tell **you** to use from time to time; and

- (d) use electronic equipment in a way which minimises the risk of someone obtaining unauthorised access to **your account**.

For instance:

- use **electronic banking terminals** quickly;
- remember to take the **card**, receipt and cash from the location of an **electronic banking terminal** after use;
- when using a telephone to contact **us**, make sure no-one can overhear **you** say **your** password or other alternative identification details.

28.4 Liability for losses due to a breach of the guidelines in 28.3(c) and (d) will be determined under the Electronic Funds Transfer Code of Conduct.

## 29 Who pays for unauthorised transactions which are not EFT transactions?

29.1 **You** are not liable for losses resulting from **unauthorised transactions** on a **card** which are not **EFT transactions** if all of the following conditions have been met:

- (a) the **cardholder** has exercised vigilant care in safeguarding the **card** from risk of loss, theft and/or unauthorised use;
- (b) **you** or the **cardholder** immediately and without delay notify **us** upon discovery of the loss, theft and/or unauthorised use;
- (c) **you** or the **cardholder** have not reported two or more incidents of unauthorised use to **us** in the immediately preceding 12 month period;
- (d) **your account** is in good standing; and
- (e) **you** have complied with the **credit contract**.

29.2 If all of the conditions in 29.1 have not been met, **your** liability for all **unauthorised transactions** on a **card** which are not **EFT transactions** arising from a particular misuse, loss or theft is limited to the lesser of (unless 29.3 or 29.4 applies):

- (a) \$50; or
- (b) the amount of the available credit at the time **we** are notified of the misuse, loss or theft of the **card**; or
- (c) the actual loss at the time **we** are notified of the misuse, loss or theft of the **card**.

29.3 If **you** have contributed to the loss resulting from **unauthorised transactions** which are not **EFT transactions** by not ensuring a **card** has been signed by the **cardholder** immediately when the **cardholder** first receives the **card**, **you** are liable for the actual losses which are not **EFT transactions** that occur before **we** are notified

that the **card** has been misused, lost or stolen.

29.4 **You** will also be liable for all **unauthorised transactions** between the time:

- (a) when a **cardholder** became aware (or ought reasonably to have become aware) of the misuse, loss or theft of their **card**; and
- (b) when **we** are notified under 28.1 of that event.

### 30 Additional conditions for EFT transactions

Where **you** or any **additional cardholder** want to use a **card** for the purposes of an **EFT transaction** through a financial institution or **supplier you** or any **additional cardholder** must comply with the conditions of use imposed by the financial institution or **supplier** as the case may be, including their withdrawal and transaction limits.

### 31 When you are not liable for certain unauthorised transactions which are EFT transactions

31.1 **You** are not liable for losses resulting from **unauthorised transactions** which are **EFT transactions**:

- (a) caused by fraudulent or negligent conduct by **us**, a **supplier** or company involved in networking arrangements (including the employees or agents of such organisations); or
- (b) relating to a forged, faulty, expired or cancelled **card** or **PIN** or **password**; or
- (c) that arise from transactions that require the use of:
  - (i) a **card** before the **card** has been received by **you**; or
  - (ii) **PIN**, before the **PIN** has been received by **you**; or
  - (iii) a **password** before the **password** has been selected by **you**; or
- (d) caused by the same transaction being incorrectly debited more than once to the **account**; or
- (e) occurring after **we** are notified that a **card** has been misused, lost or stolen, or that there has been a **PIN or password security breach**; or
- (f) where it is clear that any **cardholder** has not contributed to such losses; or
- (g) to the extent **we** are able to recover amounts by exercising any relevant rights **we** have against a **supplier**.

31.2 Subject to 31.3, **you** are also not liable for losses resulting from **unauthorised transactions** which are **EFT transactions** if all of the following conditions have been met:

- (a) the **cardholder** has exercised vigilant care in safeguarding the **card** from risk of loss, theft and/or unauthorised use;
- (b) **you** or the **cardholder** immediately and without delay notify **us** upon discovery of the loss, theft and/or unauthorised use;
- (c) **you** or the **cardholder** have not reported two or more incidents of unauthorised use to **us** in the immediately preceding 12 month period;
- (d) **your account** is in good standing; and
- (e) **you** have complied with the **credit contract**.

31.3 If a **PIN** is used as the cardholder verification method for an unauthorised transaction, 31.2 does not apply.

## **32 Some cases when you are liable for unauthorised transactions which are EFT transactions**

32.1 Subject to 31 and 32.2, and in accordance with the Electronic Funds Transfer Code of Conduct, **you** are liable for losses resulting from **unauthorised transactions** which are **EFT transactions** where any **cardholder** contributed to the losses:

- (a) through fraud or a **PIN or password security breach**; or
- (b) through unreasonably delaying notifying **us** of the misuse, loss or theft of a **card**, or the breach of the security of a **PIN or password security breach**; and
- (c) if clause 32.1(a) applies, until **we** are notified that a **card** has been misused, lost or stolen, or that there has been a **PIN or password security breach**; and
- (d) if clause 32.1(b) applies, from the time when a **cardholder** became aware (or, in the case of loss or theft, should reasonably have become aware) of the misuse, loss or theft, until **we** are notified that a **card** has been misused, lost or stolen, or that there has been a **PIN or password security breach**.

32.2 **You** are not liable under clause 32.1 for:

- (a) that portion of losses incurred on any one day which exceeds any applicable daily transaction limits notified to **you**; and
- (b) that portion of the losses incurred in a period which exceeds any other periodic transaction limits applicable to that period notified to **you**; and
- (c) that portion of the total losses incurred on the **account** which exceeds the **credit limit**.

## **33 Limitation on liability for certain unauthorised**

### transactions which are EFT transactions

Except as otherwise provided under 31 and 32 **your** liability for losses resulting from **unauthorised transactions** which are **EFT transactions** and require use of a **PIN** or **password** to perform the **unauthorised transaction** is limited to the lower of:

- (a) \$150; or
- (b) the outstanding balance immediately following the **unauthorised transaction**; or
- (c) the amount of losses incurred until **we** are notified (where relevant) that a **card** has been misused, lost or stolen, or that there has been a **PIN or password security breach**, excluding that portion of the losses which exceed any applicable daily or other periodic limit or the **credit limit**.

### 34 Complaint handling

If **you** have any query or complaint concerning **EFT transactions on your account**:

- (a) **you** must notify **us** of any such query or complaint by calling **us** on any telephone number or writing to **us** at any address that **we** tell **you** to use from time to time;
- (b) **you** must give **us** all information **we** request to help **us** resolve **your** query or complaint; and
- (c) if **we** are unable to resolve **your** query or complaint immediately, **we** will write to **you** to let **you** know **our** procedures for investigating it.

### 35 Some cases when we are not liable

If **we** are a linked credit provider of a **supplier** under trade practices or consumer credit legislation, **you** may have rights against **us** in relation to goods or **services** which are the subject of a **purchase**. Subject to those rights, and any other applicable law, **we** are not responsible or liable:

- (a) if a **supplier** or other person refuses to accept or honour any **card**; or
- (b) for any defect or deficiency whatsoever in respect of any goods or **services** (for example, with respect to the quality of any goods or **services** or their fitness for any purpose).

### 36 We may act on your instructions

**You** acknowledge that, subject to the **credit contract**, **we** may act on **your** written or oral instructions or those of any **additional cardholder**.

### 37 You must advise us of a change in contact details

**You** must notify **us** promptly of any change in **your**



name, address or telephone number.

### **38 Compliance with legislation**

38.1 **We** will comply with all applicable legislation and regulations in relation to notices and other time periods under the **credit contract**.

38.2 **We** warrant that **we** will comply with the requirements of the Electronic Funds Transfer Code of Conduct.

### **39 Changes to the credit contract**

In addition to the changes to fees and charges, payments and **annual percentage rates** referred to in 10, 11 and 22, **we** may change any other term of the **credit contract** and will give **you** notice of any such change as required by relevant legislation.

### **40 Is it possible for credit contract terms to be waived?**

**We** may waive any term in the **credit contract** in whole or in part on any terms **we** specify.

A waiver has no effect unless it is in writing by **us** or on **our** behalf unless **we** determine otherwise. A waiver applies only to the particular case, and to the particular condition, to which it relates. It does not apply on an ongoing basis. A waiver does not have the effect of changing any term of the **credit contract**.

### **41 Access to information**

**You** authorise an **additional cardholder** to access any information relating to the **account** and agree **we** may provide that information at **our** discretion.

That information might, without limitation, include:

- (a) the outstanding balance on the **account**;
- (b) the amount of the available credit on the **account**;
- (c) the **due date** for any **statement period**; and
- (d) details of any transaction on the **account** by any **cardholder** or other person.

### **42 Notices**

42.1 A notice must be in writing except if it is a notice from **us** it may be given in a newspaper if that is not prohibited by law.

42.2 In addition to giving notice to **us** in any other way permitted by law, if **you** wish to give **us** a notice **you** may send it by post or leave it at GPO Box 1818, Melbourne, Victoria 3001.

If **we** wish to give **you** a notice **we** may:

- (a) deliver it personally to **you**; or
- (b) leave it at, or send it by post, facsimile or similar

- facility to the address that **you** have nominated to **us** in writing or otherwise the address of **your** place of residence last known to **us**; or
- (c) subject to **us** obtaining **your** consent:
- (i) email it to the email address that **you** have nominated to **us**;
  - (ii) make it available for retrieval by **you** when **you** next access **your Online Service Centre** account. If **we** give **you** notice in this manner, **we** will send **you** an email to tell **you** that the notice is available for retrieval.

42.3 **We** can also give **you** notice in any other way permitted by law (such as consumer credit legislation).

42.4 **We** do not have to give **you** notice where any law (such as consumer credit legislation) relieves **us** from an obligation to give a notice or other document to **you**.

### 43 Effective dating and adjustments

43.1 **We** may assign any date **we** consider appropriate to a debit or credit to **your account** but, in the case of a debit, that date must not be earlier than the date on which the relevant transaction occurred. If **we** do this **we** may make consequential adjustments (for example, to interest).

43.2 **We** may subsequently adjust a debit or credit to the **account** so as to accurately reflect the legal obligations of **you** and **us** (for example, because of an error or a dishonour of a cheque). If **we** do this **we** may make consequential adjustments (for example, to interest).

43.3 However, an amount contained in the **purchase and charges balance**, the **cash advance balance**, a **balance transfer balance** or the **expired balance transfer balance** will only be included in the relevant balance from the later of:

- (a) the date assigned to that amount in accordance with 43.1; or
- (b) the opening date of the **listing statement** for that amount.

### 44 Some cases in which we may be liable

44.1 Subject to 45.2 **we** will be responsible to **you** for loss caused by the failure of **our** equipment or systems to complete a transaction accepted by **our** equipment or systems in accordance with a **cardholder's** instructions.

44.2 If **our** equipment or systems malfunction, and a **cardholder** should have been aware that the system or equipment was unavailable for use or malfunctioning,

our liability for consequential damage that may arise as a result of a malfunction is limited, to the extent permitted by law, to the correction of any errors in the **account**, and the refund of any charges or fees imposed as a result of those errors.

## 45 Interpretation

These definitions apply:

**account** means **your** 28 Degrees Mastercard account with **us**.

**account protection premium** means premiums debited to **your account** in relation to consumer credit insurance referred to as “Shopper’s Protection” and which is taken out by **you** through **us**.

**additional cardholder** means a person issued a **card** under 5.

**annual percentage rate** means, subject to change under 22, each of the **purchases annual percentage rate**, the **standard annual percentage rate**, the **cash annual percentage rate**, and the **balance transfer annual percentage rate**.

**ATM** means an automatic teller machine.

**balance transfer** means a transaction under which **you** ask **us** to debit the **account** with an amount **you** specify and to pay that amount to **us** or another card issuer or financial institution for the credit of **your** specified account with **us** or that card issuer or financial institution made pursuant to a **balance transfer offer**.

**balance transfer annual percentage rate** means for a **balance transfer**, subject to change under 22, the rate by that name which applies to that **balance transfer** during the **special promotion term** as set out in the **financial table** or the **balance transfer offer** as applicable.

**balance transfer balance** means, subject to 43.3, for a **balance transfer** at any time during its **special promotion term**, the outstanding balance of that **balance transfer**, and any interest debited to **your account** in respect of that **balance transfer**, or on any such interest.

**balance transfer offer** means the offer made by **us** and accepted by **you** in accordance with its terms in relation to **balance transfers** from time to time.

**BPAY payment** means a payment from **your account** made through the **BPAY scheme**.

**BPAY scheme** means the payment scheme promoted by BPAY Pty Ltd ABN 69 079 137 518

**card** means any card, token or document that entitles **you** or any other person to **use the account** and that is issued on the **account**.

**cardholder** means a person to whom a **card** has been issued (including **you**) and each person using the **account** with their specific or implied consent.

**cash advance** means cash obtained under 2.1(b), and includes a **BPAY payment** where the Online Service Centre terms and conditions state that the transaction is to be treated as a cash advance and a cash withdrawal of any amount from any credit balance on the **account**.

**cash advance balance** means, subject to 43.3, at any time the total of the amount outstanding under the **credit contract** for:

- credit provided for **cash advances** or **cash equivalent transactions**;
- interest debited to **your account** in respect of the above; and
- interest debited to **your account** in respect of the above interest.

**cash annual percentage rate** means, subject to change under 22, the rate by that name which is described or disclosed in the **financial table**.

**cash equivalent transaction** means:

- (a) a purchase of traveller's cheques or money orders;
- (b) any transaction in the nature of a wager, gaming, gambling transaction or game of chance, including a purchase of gambling chips or tokens or any lottery, raffle or sweepstake ticket;
- (c) a funds transfer debited to **your account** (except **balance transfers**);
- (d) a purchase of, or loading of value on, a pre-paid or stored-value card or facility; or
- (e) a transaction made through bill payment facilities where the **supplier** or financial institution does not accept direct payment by credit card (for example payment of bills through a third party or over the counter at a financial institution); or
- (f) other transactions that we notify you will be treated as cash equivalent transactions including where a merchant or card scheme identifies a transaction as a **cash advance**.

**cash limit** means the maximum amount of credit by way of **cash advances** and any other amounts that are included in the **cash advance balance** available to all

**cardholders** in respect of an **account**, and is equal to the **credit limit** unless a different cash limit is notified to **you** from time to time.

**closing balance** means, subject to 13.2 and 19.3, the amount owed on the **account** at the end of a **statement period**.

**credit contract** means these Conditions of Use and the **financial table**.

**credit limit** means the maximum amount of credit available to all **cardholders** in respect of an **account**, as notified to **you** or determined under 7.

**currency conversion** means a conversion of a **purchase, cash advance** or other charge incurred otherwise than in Australian dollars to an Australian dollar equivalent as described in 8.4.

**disclosure date** means the **disclosure date** set out in the **financial table**.

**due date** means in respect of a **statement period** the 25th day of the next **statement period**.

**EFTPOS** means an electronic funds transfer at point of sale.

**EFT transaction** means a funds transfer initiated by an instruction given by **you** through electronic equipment and using a method authorised by **us** for use and comprising the use of one or more of **your card, PIN, password** or any other code or device identifying **you**, but not **your** manual signature where the provision of that signature is the principal intended means of authenticating **your** authority to give the instruction.

**electronic banking terminal** means any authorised terminal or device nominated by **us** in which **you** or an **additional cardholder** can use a **card** and **PIN** and includes any **ATM** and any **EFTPOS** terminal which is nominated by **us**.

**expired balance transfer balance** means, subject to 22.3, the outstanding balance of:

- all **balance transfers** that were subject to a **special promotion term** which has expired;
- all **balance transfers** that were not subject to a **special promotion term**;
- interest debited to **your account** in respect of either of the above; and
- interest debited to **your account** in respect of such interest.

**financial table** means the document named

“Financial Table” with the number of **your account** in it and which is provided to **you** separately.

**general fees** means all fees and charges (included in the **financial table** or clause 10), which are debited to **your account**, but excluding **non-interest bearing fees**.

**listing statement** means, with respect to any transaction or amount charged to **your account**, the statement of **account** on which the relevant transaction or amount is first listed.

**listing statement period** means, with respect to a **purchase, cash advance, cash equivalent transaction** or a **balance transfer**, the **statement period** covered by the **listing statement** for that transaction.

**minimum monthly payment** means the amount calculated under 13.

**non-interest bearing fees** means any fee that **we** tell **you** is a **non-interest bearing fee** from time to time and includes the paper statement fee.

**Online Service Centre** means the Internet based service provided by **us** that allows **you** to access **your account** as described in the Online Service Centre terms and conditions.

**overdue amount** means the amount calculated under 14.

**overlimit amount** means the amount calculated under 15.

**password** means a password which has been selected by **you** for general **account** enquiries and in any other way allowed by **us**.

**PIN** means personal identification number which has been allocated to **you** or any **additional cardholder** by **us** for use with the **card** in any **electronic banking terminal**.

**PIN or password security breach** means a breach by a **cardholder** of any of the requirements of 28.2.

**previous statement** means, with respect to any transaction or amount charged to **your account**, the statement of **account** before the **listing statement** for that transaction or amount.

**previous statement period** means, with respect to a **purchase, cash advance, cash equivalent transaction** or a **balance transfer**, the **statement period** covered by the **previous statement** for that transaction.

**purchase** means a purchase of goods or **services** made under 2.1(a), including any **account protection premium** and includes the amount of such **purchase** but excludes any **cash advance, cash equivalent**

**transaction or balance transfer.**

**purchase and charges balance** means, subject to 43.3, at any time the total of the amount outstanding under the **credit contract** for:

- credit provided for **purchases**;
- **general fees** debited to **your account**;
- interest debited to **your account** in respect of either of the above; and
- interest debited to **your account** in respect of the above interest.

**purchases annual percentage rate** means, subject to change under 22, the **standard annual percentage rate**.

**relevant amounts** means any interest debited to **your account** which forms part of the **purchase and charges balance**.

**services** includes, without limitation, refinancing a **credit contract**.

**special promotion term** means the period (if any) during which the **balance transfer annual percentage rate** applies to that **balance transfer**, being the period commencing on the day on which that **balance transfer** is debited to **your account** and continuing for the term as provided by the **balance transfer offer**.

**standard annual percentage rate** means, subject to change under 22, the rate by that name which is described or disclosed in the **financial table**.

**statement date** is the last day of a **statement period**.

**statement period** is a period determined under 8.2.

**supplier** means a person, company or organisation from whom a **cardholder** obtains goods, **services** or cash.

**unauthorised transaction** means a transaction which is not authorised by a **cardholder**, and does not include:

- (a) any transaction carried out by a **cardholder**; or
- (b) anyone performing a transaction with a **cardholder's** knowledge or consent.

**use the account** means use the **account** in any way and includes, without limitation, continuing to owe money on, or having a credit balance on, the **account**.

**we, us, our** means Latitude Finance Australia (ABN 42 008 583 588).

**you** means the person named as the applicant for an account and includes **your** successors and assigns and **your** has a corresponding meaning.

This is a notice we are required to give under the National Credit Code.

## Information Statement

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

## THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, your credit provider's external dispute resolution scheme, or get legal advice.

## THE CONTRACT

### 1. How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before —

- your contract is entered into; or
- you make an offer to enter into the contract; whichever happens first.

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

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

If you want another copy of your contract, write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy —

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

### 3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as —



- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

#### **4. Can I pay my credit contract out early?**

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

#### **5. How can I find out the pay out figure?**

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

#### **6. Will I pay less interest if I pay out my contract early?**

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

#### **7. Can my contract be changed by the credit provider?**

Yes, but only if your contract says so.

#### **8. Will I be told in advance if the credit provider is going to make a change in the contract?**

That depends on the type of change. For example —

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for —
- a change in the way in which interest is calculated; or
- a change in credit fees and charges; or
- any other changes by your credit provider; except where the change reduces what you have to pay or the change happens automatically under the contract.

#### **9. Is there anything I can do if I think that my contract is unjust?**

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact your credit provider's external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve

specific complaints. Your credit provider's external dispute resolution provider is the Financial Ombudsman Service ("FOS") Australia and can be contacted at 1800 367 287, [www.fos.org.au](http://www.fos.org.au) or at GPO Box 3, Melbourne VIC 3001 (Australia).

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

You can also contact ASIC, the regulator, for information on 1800 367 287 or through the ASIC website at <http://www.asic.gov.au>.

## **INSURANCE**

### **10. Do I have to take out insurance?**

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider can not insist that you use any particular insurance company.

### **11. Will I get details of my insurance cover?**

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

### **12. If the insurer does not accept my proposal, will I be told?**

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

### **13. In that case, what happens to the premiums?**

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

## **GENERAL**

### **14. What do I do if I cannot make a repayment?**

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to

change your contract in a number of ways —

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

### **15. What if the credit provider and I cannot agree on a suitable arrangement?**

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the external dispute resolution scheme that your credit provider belongs to. Further details about this scheme are set out below in question 17.

### **16. Can the credit provider take action against me?**

Yes, if you are in default under your contract. But the law says that you can not be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.

### **17. Do I have any other rights and obligations?**

Yes. The law will give you other rights and obligations. You should also **READ YOUR CONTRACT** carefully.

**IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER'S CUSTOMER RESOLUTION TEAM ON 1300 369 340 OR AT THE POSTAL ADDRESS SHOWN ON YOUR STATEMENT OF ACCOUNT. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION SCHEME OR GET LEGAL ADVICE.**

**EXTERNAL DISPUTE RESOLUTION IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. YOUR CREDIT PROVIDER'S EXTERNAL DISPUTE RESOLUTION PROVIDER IS THE FINANCIAL OMBUDSMAN SERVICE ("FOS") AUSTRALIA AND CAN BE CONTACTED AT 1800 367 287, WWW.FOS.ORG.AU or AT GPO BOX 3, MELBOURNE VIC 3001 (AUSTRALIA).**

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

## 28 Degrees Mastercard Balance transfer offer terms and conditions

These terms and conditions will apply to you if you are an individual and you decide to apply for a **balance transfer** and are to be read in conjunction with the Conditions of Use for the **account**.

Words printed like **this** have the meaning given in 45 of this Conditions of Use booklet.

1. Each **balance transfer** request must:
  - (a) be for a minimum amount of \$100;
  - (b) be for an amount within the available credit on **your account** so that processing the balance transfer will not result in the **credit limit** being exceeded;
  - (c) if submitted by mail or fax, be on a correctly signed and completed **balance transfer** form; and
  - (d) relate to payment of an account denominated in Australian dollars.
2. **We** will not close **your** nominated account for **you** so **you** must continue to comply with the terms and conditions (including payment) of **your** nominated account.
3. The **standard annual percentage rate** will apply to any **balance transfer** from the day on which the **balance transfer** is debited to the **account** unless **we** have notified **you** that a **balance transfer annual percentage rate** will apply to certain **balance transfers** during a **special promotion term**. For full details on how interest on **balance transfers** is calculated, please refer to 21 of this Conditions of Use booklet.
4. Your **balance transfer** may take up to 30 days to be processed by the relevant financial institution. Please notify **us** if the **balance transfer** does not appear on **your** nominated account.
5. If **you** do not have enough available credit for **us** to process all **balance transfers** requested by **you**, **we** will process as many **balance transfers** (chosen at our discretion) as are possible within **your credit limit**.
6. If **you** do not have enough available credit for **us** to process the entire **balance transfer** requested by **you**, **we** will process part of the **balance transfer** at **our** discretion.
7. **Your account** must be open and not in default of **your credit contract** at the time of processing.

8. **We** reserve the right to decline a request for a **balance transfer**; if **your** request is declined **we** will notify **you** in writing.
9. This **balance transfer** service cannot be used to make payments on accounts of Latitude or its associated entities.
10. Each approved **balance transfer** will appear on **your** next statement after processing.
11. **We** will not be responsible for any fees or charges (including interest) which relate to **your** nominated account.
12. Government charges and duties may apply to the **balance transfer** which **you** authorise us to debit to **your account**.
13. **We** will decline a request for a **balance transfer** from any nominated account which relates to any other person (including any **additional cardholder**) other than **yourself**.
14. **Your card** must be activated prior to any **balance transfer** being processed.
15. Please note that **your** minimum **monthly payment** will increase if **you** take a **balance transfer**, as your **closing balance** includes **balance transfers**.
16. For full details on how payments are applied to **your account**, please refer to 17 of this Conditions of Use booklet.

## Important Privacy Notice

**By completing an Application Form for a credit facility, you acknowledge and consent to all of the matters set out in this Privacy Notice, including the collection, use and disclosure of your personal information by each member of the Latitude Group and other parties as described.**

### Personal information

In this Privacy Notice, references to “personal information” include:

- “sensitive information” (such as information or an opinion about an individual’s racial or ethnic origin, membership of a political, professional or trade association and health information);
- “credit information” (such as **your** identification details, information about **your** account, whether it is open or closed and the relevant dates, the type (such as a credit card or loan) and amount of credit, and **your** repayment history information, such as whether **you** have made, or missed, a payment on **your** credit facility); and
- “credit eligibility information”, which is information about **you** disclosed to **us** by a credit reporting body or information **we** derive from it about **you**.

### Privacy Act

In this Privacy Notice, a reference to the Privacy Act 1988 includes amendments to the Act, including the Privacy Amendment Act 2012 which introduces the Australian Privacy Principles.

### Privacy Notice

This Privacy Notice is provided by Latitude Finance Australia ABN 42 008 583 588 (“Latitude”) who is the credit provider under the credit facility to which this Privacy Notice relates and is referred to in this notice as the “Credit Provider”. The Credit Provider and its related entities in Australia are referred to in this notice as the “Latitude Group”.

This Privacy Notice contains important information about the collection, use and disclosure of personal information by the Latitude Group. Where personal information is collected, used and disclosed for the same purposes by the Credit Provider and the other Latitude Group companies, the word “**we**” or “**us**” is used. Where personal information is treated differently, the organisation or group is identified separately.

## Important Privacy Notice

In this Privacy Notice, “**you / your**” includes all borrowers, guarantors or other relevant individuals (such as directors or shareholders) connected with a borrower and named in an Application Form.

### What personal information (including, as applicable, credit information) is collected?

Generally, **we** collect:

- information **you** provide in the Application Form;
- purchase and cash advance information (for example, the type of goods purchased and where they were purchased);
- information relating to **your** credit facility, **your** ongoing use of that account and **your** credit limit;
- information about **your** participation in the relevant associated loyalty program;
- information **you** provide when registering, or using, **your** credit facility on one of our websites;
- information held by a service provider (for example, a loyalty program operator, a customer service organisation such as a call centre, a rewards provider and others described below under “**Who your personal information may be shared with**”);
- sensitive information (in particular, health information) where it is necessary for **us** to provide **you** with a Latitude Group product or a service (including assessing hardship applications);
- information from third parties (such as employers, government bodies, accountants, financial institutions and related companies, here or overseas) where it is unreasonable or impracticable to collect the information from **you**. Such circumstances may include where Latitude seeks to verify the income or other details **you** provided in **your** Application Form, to obtain information about facilities with other credit providers or where dealers or retailers collect or disclose information about **your** purchases.

### Why personal information is collected, used and disclosed

**We** collect, use and disclose **your** personal information:

- to assess **your** application for a credit facility and if it is approved, for the establishment and subsequent administration of the credit facility;

## Important Privacy Notice

- to share **your** personal information with related bodies for the purposes set out in this Privacy Notice; and
- to assess, establish and administer any credit related insurance product (including, if applicable, assessing **your** application for insurance).

**We** may also collect, use and disclose personal information for a number of purposes, including:

- to perform administrative tasks and manage business operations related to the credit facility and any associated loyalty program, including dispute resolution;
- to provide any associated loyalty program, if applicable;
- promote and provide benefits associated with the credit facility and discounts to which **you** are entitled;
- promote and provide products, services and offers of the Latitude Group and other Latitude related entities and other organisations;
- for planning, product and service development and research purposes;
- for risk assessment modelling;
- where **you** are a guarantor to support the applicants application for credit, to allow Latitude Group to assess whether to accept **you** as a guarantor for the credit facility, for keeping **you** informed about the status of the credit facility, and to enforce the guarantee;
- for fraud and crime prevention and investigation;
- to comply with laws that may require or authorise **us** to obtain information about you, such as the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and other anti-money laundering legislation (for example, for identity verification), the National Consumer Credit Protection Act 2009, the Personal Property Securities Act 2009 (for example, if relevant, for search and registration purposes) and other regulatory legislation (for example, requiring **us** to maintain client and transaction records, to provide information relating to loans to the Australian Prudential Regulation Authority and to make reports and provide other information to regulators) and the Taxation Administration Act 1953, the Income Tax Assessment Act 1997 and other taxation laws (for example, to comply with information requests issued by the Commissioner



of Taxation);

- to assist in finalising **your** application for **your** credit facility or making a purchase on **your** credit facility; and
- for other purposes as listed in our Privacy Policy and our Credit Reporting Policy (our Credit Reporting Policy also notes limitations that may apply to the purposes for which **we** may use **your** credit information).

### Consequences for you if your personal information is not provided to us

If this personal information about **you** is not provided to **us**, it may result in the Credit Provider and/or the Latitude Group being unable to provide the credit facility or benefits associated with it. The Credit Provider and/or the Latitude Group may also be unable to process **your** application, or to establish or administer the credit facility.

### Collection, use and disclosure by Latitude Group of your credit information and credit eligibility information

**We** may obtain **your** credit reporting information from credit reporting bodies in circumstances permitted by the Privacy Act 1988, for example to assess **your** application for consumer or commercial credit and to collect payments which are overdue for consumer or commercial credit.

**We** use credit eligibility information for purposes permitted under the Privacy Act 1988, including for the purposes of assessing **your** initial and ongoing application and availability for credit and for internal management purposes.

If **you** are a guarantor, **you** agree that **we** may obtain credit reporting information about **you** from credit reporting bodies for the purposes of assessing whether to accept **you** as a guarantor in relation to credit provided by **us** to an applicant or credit for which an application has been made to **us** by an applicant.

**We** may disclose personal information about **you** to credit reporting bodies (including credit information, such as details about the credit that **we** provide to **you**, **your** repayment history and any repayment defaults).

The credit reporting bodies that **we** exchange credit information with, and where **you** can find their privacy policies (which sets out how they manage credit-related personal information) are:

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- Veda [www.veda.com.au/privacy](http://www.veda.com.au/privacy)  
Telephone – 13 83 32
- Dun and Bradstreet [www.checkyourcredit.com.au](http://www.checkyourcredit.com.au)  
Telephone – 1300 734 806
- Experian [www.experian.com.au](http://www.experian.com.au)  
Telephone – 1300 783 684

These credit reporting bodies may include the information in reports provided to credit providers to assist them to assess **your** credit worthiness. Please be aware that **you** have a right to request that these credit reporting bodies do not:

- use **your** credit reporting information for the purposes of pre-screening of direct marketing by a credit provider; and
- use or disclose **your** credit reporting information, if you believe on reasonable grounds that **you** have been or are likely to be a victim of fraud.

**You** should also be aware that:

- if **you** fail to meet **your** payment obligations in relation to consumer credit or commit a serious credit infringement, the Credit Provider may be entitled to disclose this to the credit reporting body; and
- **you** have a right to access the information from the Credit Provider, to request that the Credit Provider correct the information and to make a complaint to the Credit Provider (please see below for more details about access, correction and complaints).

The Credit Reporting Policy on our website includes the most up-to-date information about how **we** handle **your** credit-related personal information, including information about the credit reporting bodies to whom **we** are likely to disclose **your** personal information. Please view our Credit Reporting Policy under the privacy section at [www.latitudefinancial.com.au/privacy](http://www.latitudefinancial.com.au/privacy) or contact **us** on 1300 552 079.

Without limiting any other consents contained in this Privacy Notice, **you** agree that **we** may share information about **your** credit arrangements and credit eligibility information about **you** with any credit providers named by **you** in the Application Form and any credit providers named in a credit report obtained by **us** and issued by a credit reporting body in a manner and for purposes that comply with the Privacy Act 1988, including to assess **your** application for credit and **your** credit

## Important Privacy Notice

worthiness. Subject to the Privacy Act 1988, **we** may also share information concerning a **credit facility** granted to **you** or the conduct of that credit facility.

### Who your personal information may be shared with?

For the purposes listed above or as described, **we** may share **your** personal information with the following (as well as otherwise permitted by the Privacy Act 1988):

- any Introducers (including brokers, dealers and retail partners), if applicable. To the extent that an Introducer is acting on **your** behalf, **you** authorise the Introducer to receive personal information, including credit eligibility information, from us;
- any employer named in the Application Form to verify the personal information provided;
- service providers such as customer service organisations, call centres, mailing houses, researchers, collections agents, data analysts, professional advisers (such as accountants), auditors, organisations providing services and rewards relevant to any associated loyalty program, delivery companies, mailing organisations;
- other organisations as required or authorised by law, for example, to government or regulatory bodies for the prevention or detection of unlawful activities;
- members of the Latitude Group and Latitude related entities in Australia and overseas;
- credit reporting bodies or other businesses or other organisations that provide personal credit or commercial credit information as described above in the section "Collection, use and disclosure by Latitude Group of **your** credit information and credit eligibility information";
- other financial institutions, government bodies and credit providers;
- card schemes such as Mastercard;
- **your** nominated referees;
- additional cardholders or other persons (if any) authorised by **you** to operate or access **your** credit facility;
- organisations through whom **you** choose to make payments to Latitude Group;
- providers of services related to the credit facility

such as statement producers, debt collection agencies and card manufacturers; and

- organisations wishing to acquire an interest in any part of Latitude's business for assessing or implementing any such acquisition.

### Safeguarding personal information

**We** will take reasonable steps to protect personal information about **you** that they hold and transmit, from misuse, interference and loss and from unauthorised access, modification and disclosure.

### Transfer or disclosure of your personal information overseas

In some circumstances, for the purposes set out in this Privacy Notice, **your** personal information, credit information and credit eligibility information may be disclosed by **us** to organisations located overseas and which do not have an Australian Link (for example, a disclosure to an overseas recipient may be necessary for operational reasons – such as because **you** have requested an international payment to be made or another product or service that involves an international element – or to comply with foreign legal or regulatory requirements). **We** may also use service providers based overseas. Where such disclosures occur, arrangements will be put in place to protect **your** personal information. It is not practicable to list every country in which such recipients are located but it is likely that the countries to which **your** information may be disclosed are as follows:

- China;
- Hungary;
- India;
- Japan;
- Mexico;
- New Zealand;
- Philippines;
- Poland;
- Singapore;
- Spain;
- South Korea;
- United Kingdom;
- United States of America.

### Transfer of Latitude Group's rights

The Credit Provider and the Latitude Group may, without notice to **you** or obtaining **your** consent:

- assign any of its rights under the credit facility; and
- give information about the credit facility and **your** obligations under it to any assignee, or anyone who is considering becoming an assignee.

### Access to personal information

**You** may contact **us** to request access to **your** personal information held by **us** by:

- contacting Latitude at 572 Swan Street, Richmond, Victoria, 3121 Attention: Privacy Officer;
- Or call **us** on 1300 552 079.

Both our Privacy and Credit Reporting Policies are available under the privacy section at [www.latitudefinancial.com.au/privacy](http://www.latitudefinancial.com.au/privacy). These policies contain further information about how **you** may access the personal information **we** hold about **you**.

A charge may apply for providing **you** with access to **your** personal information.

### How to seek correction of your personal, credit, or eligibility information

If **you** believe that the information that **we** hold about **you** is incorrect in any way, please call **us** on 1300 552 079 or write to **us** at GPO Box 1818, Melbourne VIC 3001.

Our Privacy Policy and Credit Reporting Policy contain further information about how **you** may seek the correction of personal information (including credit eligibility information) **we** hold about **you**.

### How we will deal with a complaint?

Our Privacy Policy and Credit Reporting Policy also contains information as to how **you** can complain about a breach by **us** of the Privacy Act (including the credit reporting provisions in Part IIIA) or the Credit Reporting Code and how **we** will deal with such a complaint.

**We** aim to review and resolve **your** enquiries as quickly and fairly as possible. **We** will keep **you** informed of **our** progress. **We** will do all **we** can to provide **you** with the most suitable response specific to **your** situation and ensure, where possible, that

## Important Privacy Notice

**your** complaint is resolved to **your** satisfaction.

The Latitude Group Customer Resolution Team can be contacted on 1300 369 340 or **you** can write to them at:

GPO Box 2256  
Melbourne VIC 3001.

### Information about additional cardholders and other persons

If **you** nominate an additional **cardholder** or provide personal information about any other individual, such as a referee, **you** must first ensure that the person concerned:

- has seen this Privacy Notice and understood its contents; and
- has separately agreed to their personal information being collected, used and disclosed in accordance with this Privacy Notice.

If **you** nominate an additional **cardholder** under 18 years of age who does not have sufficient maturity to understand this Privacy Notice, **you** must ensure that a parent or guardian agrees to this Privacy Notice on their behalf.

### Direct marketing opt-out

The consents given by **you** in relation to the use of **your** personal information for direct marketing apply to contacting **you** by all relevant means (for example, by letter, email or phone) and apply for an indefinite period of time, unless **you** expressly withdraw those consents by notice to **us**.

If **you** do not want to receive direct marketing information from the Credit Provider **you** may call our Customer Solutions Team on 1300 552 079.

### Email Communication

If **you** provide Latitude Group with an email address, **you** consent to electronic communications being sent to **you** via that email address, including notices and reminders. To protect **your** privacy, **we** recommend that any email address **you** provide to **us** be **your** personal email address rather than, for example, an email address accessible by **your** work colleagues or family members.



Call us on  
**1300 552 079**

Or visit  
**28degreescard.com.au**

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Credit provided by Latitude Finance Australia (ABN 42 008 583 588).  
Australian Credit Licence Number 392145

12/17