

Issued October 2018

Buyer's Edge Credit Contract.

Including Conditions of Use and Financial Table



**Buyer's Edge
is a trademark
of Latitude
Finance Australia**



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 361 152.

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 800 Collins Street, Docklands VIC 3008. 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 Australian Financial Complaints Authority ("AFCA") and can be contacted at 1800 931 678, www.afca.org.au or at GPO Box 3, Melbourne VIC 3001 (Australia).

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NEW CONDITIONS OF USE

Words printed like **this** are explained in clause 40, together with some other key words.

We strongly recommend that you read these Conditions of Use and the changes to the **financial table** carefully. If you have any questions please contact us.

PART A

INFORMATION ABOUT THESE CONDITIONS OF USE

1. When will the credit contract arise?

- 1.1 The **credit contract** sets out the conditions of our offer to provide you with a *Buyer's Edge* credit facility.
- 1.2 The **credit contract** will only arise if the details of:
 - (a) the **credit limit**;
 - (b) any applicable **annual percentage** rate; and
 - (c) any applicable commission,are completed in the **financial table** before your written acceptance of our offer.
- 1.3 We will only provide you with an **account**, and you will only be able to access and draw down credit to incur a liability on the **account**, if the **credit contract** is formed in accordance with clause 1.2.
- 1.4 When the **credit contract** is formed, we will issue you (and any **additional cardholder** that you have nominated) with a **card** and, if the cash/EFTPOS facility referred to in clause 3 is available, a **PIN**, for use on the **account**.

PART B

INFORMATION ABOUT CARDS AND THE ACCOUNT

2. What can a card be used for?

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

- (a) subject to clause 2.6, to pay for all or part of the price of goods and **services**; and
- (b) subject to clauses 3, 4 and 5, for cash, **cash equivalent transactions**, or **balance transfers**, where the goods, **services**, cash, **cash equivalent transactions**, or **balance transfers** are obtained from us, or a financial institution, a **retailer** or **electronic banking terminal** approved or nominated by us.

2.2 A **card** can only be used to obtain credit if:

- (a) the **card** is presented to the **retailer**; or
- (b) the **retailer** is given details of the **card** in some other way we have approved (for example, we might allow details to be given over the telephone, on an order form or electronically), 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 **retailer** may be accepted only if:

- (a) it is signed by the **cardholder**; and
- (b) the cardholder signs a voucher and the signature matches the signature on the card.

2.4 A **card** may be used to obtain credit only if:

- (a) we have not taken action under clause 23.1;
- (b) the **account** has not been closed under clause 24 or use of the **card** has not been suspended or cancelled under clause 24; and
- (c) any identification required by the **retailer** is provided.

2.5 A **card** can only be used to obtain credit for a **purchase** or an **EFTPOS purchase** if the amount to be debited to the **account** is at least equal to the minimum purchase amount set by us (if any). We may set different minimum purchase amounts for different types of **purchases** or **EFTPOS purchases**. **Retailers** and other institutions may impose additional restrictions.

2.6 A **card** may only be used to obtain credit for a **purchase** if the **cardholder** pays a deposit directly to the **retailer** in a form agreed with the **retailer**. A **card** cannot be used to pay for such a deposit.

3. Cash/EFTPOS facility

- 3.1 If the cash/EFTPOS facility becomes available it will only be available from the day that we notify you and may be withdrawn at any time.
- 3.2 We will notify you of your **PIN** and let you know the ways in which you can obtain a **cash/EFTPOS advance** and the types of **electronic banking terminals** you can use.
- 3.3 Purchases of goods and **services** made using an **EFTPOS** terminal will not be treated as **purchases** under your **credit contract**. Instead they will be treated as a **cash/EFTPOS advance**, and will be included in your **cash/EFTPOS balance**.
- 3.4 Your **cash/EFTPOS balance** must not exceed at any time your **cash/EFTPOS limit**. We may increase or reduce your **cash/EFTPOS limit** at any time at our discretion and without your consent.
- 3.5 You must immediately pay the amount of any excess of the **cash/EFTPOS balance** over the **cash/EFTPOS limit**, subject to clause 14.3.
- 3.6 Before a **cash/EFTPOS advance** is processed, you or any **additional cardholder** may be required by the relevant financial institution to provide identification in accordance with that financial institution's operating requirements.
- 3.7 The minimum amount of a **cash/EFTPOS advance** may vary between financial institutions.
- 3.8 The following daily limits apply to **cash/EFTPOS advances** made on your **account**:
- (a) for cash obtained from **ATMs**, a maximum of three transactions and an aggregate daily limit of \$1000; and
 - (b) for **purchases** of goods or services whether at an **EFTPOS** terminal or not, an aggregate daily limit of \$5000.

In addition, your overall **cash/EFTPOS balance** must never exceed your **cash/EFTPOS limit**. **Retailers** and other institutions may impose additional restrictions.

4. Convenience cheque facility

- 4.1 If the **convenience cheque** facility becomes available it will only be available from the day that we notify you and may be withdrawn at any time.
- 4.2 We may, at our discretion, process a **convenience cheque** requested by you if:
- (a) you comply with all the conditions specified by us in relation to the **convenience cheque**;

- (b) you give us all the information reasonably necessary in order for us to do so;
- (c) you properly authorise the **convenience cheque** to our satisfaction; and
- (d) the debiting of the value of the **convenience cheque** to your **account** will not result in the **credit limit** or the **cash/EFTPOS limit** being exceeded.

5. **Balance transfer facility**

We may, at our discretion, process a balance transfer requested by you if:

- (a) you comply with all the conditions specified by us in relation to the **balance transfer**;
- (b) you give us all the information reasonably necessary in order for us to do so;
- (c) you properly authorise the **balance transfer** to our satisfaction; and
- (d) our effecting the **balance transfer** will not result in the **credit limit** being exceeded.

6. **Do transactions have to be authorised?**

Certain transactions on your **account** may need to be authorised by us before they can proceed. We reserve the right to decline authorisation for any transaction on your **account** or for transactions on any **card** issued by us on your **account** if:

- it is an **overlimit transaction**;
- that transaction is made while we have not yet completed a request to reduce your limit under 9.5 or close your account under 24.6 (and that proposed transaction will take you above that requested reduction to your limit or prevent us from closing the account); or
- if there is any **overdue** amount on the **account**.

7. **Can other people use the account?**

- 7.1 We may issue a **card** to anyone over the age of 16 that you nominate. You authorise an **additional cardholder** to obtain credit in every way you are able to and each use of such a **card** is subject to the **credit contract**. You will be liable for any such use of a **card**, and any breach of the **credit contract**, by a cardholder and must pay for all transactions made by an **additional cardholder** (subject to any limits imposed under the **credit contract**).

- 7.2 You authorise an **additional cardholder** to access information relating to the **account** for the purpose of his or her use of a **card** and agree we may provide that information at our discretion. We cannot, however, change any information or details relating to the **account** at the request of an **additional cardholder** or otherwise act on the instructions of an **additional cardholder** (except a lost or stolen **card** reported by an **additional cardholder**).
- 7.3 An **additional cardholder's** right to use a **card** will be withdrawn from him or her when you have notified us you want that to happen. However, you must immediately cut the **card** diagonally in half and return it to us. You will be liable for all amounts which relate to the use of a withdrawn **card** before we have received the **card**.
- 8. Ownership, issue, reissue and expiry of cards**
- 8.1 Each **card** is our property. You must immediately cut each **card** diagonally in half and return it to us on demand.
- 8.2 You must destroy any **card** when the expiry date on it has passed by cutting it diagonally in half and disposing of it securely.
- 8.3 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 and replacing a **card** which has been reported to us as a lost or stolen **card**. All such **cards** are subject to the **credit contract**. We reserve the right not to reissue or replace a **card**.
- 9. What is my credit limit?**
- 9.1 Your **credit limit** is set out in the **financial table**, as changed under clause 9.2.
- 9.2 We may increase or reduce the **credit limit** either generally or for a specified period or until a specified time at your request or with your written consent. We may also reduce the **credit limit** at any time without your consent.
- 9.3 Transactions made by you or any **additional cardholder** must not exceed your **credit limit** without our prior approval.
- 9.4 You must immediately pay the amount of any excess of the **outstanding balance** on the **account** over the **credit limit**, subject to clause 14.3.

9.5 You are entitled to reduce your **credit limit** at any time by contacting us directly or via our website. We will only reduce your **credit limit** to an amount that is equal to or greater than the minimum credit limit for your **card** (as detailed in the Key Fact Sheet for your **card**). We may also communicate with you steps that you must take (for example reducing your balance) before we complete your request, which we will do as soon as practical.

10. Statements of account

10.1 We will send you a statement of account at a predetermined date each month after the end of each **statement period** unless the law says we do not have to. You may also request us to send you a statement of account (we may charge a fee for doing so).

10.2 You should check all entries on your statement of **account**. You should report any apparent error or possible unauthorised use of the account to us immediately.

10.3 If you have any queries relating to entries on a statement of account, call our Customer Care hotline on 1300 361 152.

11. Amounts debited to the account

11.1 The account will be debited with, and you agree to pay to us:

- (a) the amount of each **purchase**, and of each **cash/EFTPOS advance**, and of each **balance transfer**;
- (b) interest calculated under clause 20;
- (c) fees and charges described in clause 12.1; and
- (d) any other amounts owing under the **credit contract**.

11.2 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/EFTPOS advance** voucher or any other evidence of a **cash/EFTPOS advance** is sufficient evidence of the **cash/EFTPOS advance** and the amount of the **cash/EFTPOS advance**;

- (c) 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**;
- (d) the above applies regardless of whether the voucher or other evidence is signed by the **cardholder**; and
- (e) if a **card** is used in conjunction with the relevant **PIN** in relation to any transaction, we shall assume that the transaction has been made by you (or any **additional cardholder**, as the case may be).

PART C

INFORMATION ON FEES AND CHARGES

12. What fees and charges apply?

- 12.1 Subject to clause 13, you must pay the following credit, and other, fees and charges:
 - (a) those described in the **financial table**, as changed under clause 13.1;
 - (b) those imposed under clause 13.2, as changed under clause 13.1;
 - (c) an amount equivalent to government charges and duties on receipts received, or withdrawals made, or otherwise in connection with the **account** the amount of which is calculated in accordance with relevant legislation (these charges and duties are stamp duty imposed on credit card business (Queensland and Tasmania), stamp duty of \$20 imposed on loan agreements (Tasmania), stamp duty imposed on credit business (Queensland) and stamp duty imposed on electronic cash withdrawals in the Northern Territory) (collectively, "**government charges**"); and
 - (d) **enforcement expenses** (these expenses are payable immediately).
- 12.2 Any fee or charge payable by you will be debited to the **account** when it is due and payable by you or when we incur it (whichever is earlier). It is not refundable once paid.

13. Can fees and charges change or new ones be introduced?

The amount, frequency or time for payment or method of calculation 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 clause 13.3, 13.5 or 13.6.

- 13.1 The amount, frequency or time for payment or method of calculation of a fee or charge under the **credit contract** may be changed by us at any time.
- 13.2 We may also impose new fees and charges in connection with:
- (a) the **credit contract**; or
 - (b) the use of a **card**; or
 - (c) any transaction concerning the **account**; or
 - (d) the provision of credit by us to you under the **credit contract**.
- 13.3 Subject to clause 13.6, 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
 - (c) throughout Australia,
 - (d) at least 20 days before the change takes effect.
- 13.4 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.
- 13.5 Subject to clause 13.6, 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.
- 13.6 We need not give you notice under clause 13.3 or 13.5 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.
- 13.7 A fee or charge under the **credit contract** may be waived by us at any time without notice to you.

PART D PAYMENTS

14. What is the minimum amount I must pay for each statement period?

14.1 Your statement of account for a **statement period** will set out the minimum amount payable for that **statement period** and by when it must be paid.

14.2 Subject to clause 14.3, the minimum amount payable will consist of:

- (a) the **monthly payment** - this amount is payable by the **due date**
- (b) shown on the relevant statement of account; and any **overdue amount**, any **over limit amount**, any **cash/EFTPOS over limit amount** and any **enforcement expenses** - these amounts are payable immediately.

14.3 If:

- (a) there is an **over limit amount** and a **cash/EFTPOS over limit amount**, it is only an amount equal to the greater of the two amounts which is payable; and
- (b) if at any time the amount otherwise payable under clause 14.2 would exceed the balance of the **account**, it is only the **outstanding balance** of the **account** which is payable at that time.

14.4 You may make payments in the ways set out on your statement of account. A payment must be made in Australian dollars in Australia and must be made in a form acceptable to us.

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 clause 14.5 or 14.6.

14.5 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.

14.6 We need not give you notice under clause 14.5 while no payments are required to be made under the **credit contract**, or 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.

- 14.7 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.

15. How is my monthly payment calculated?

The **monthly payment** for a **statement period** is the total of:

- (a) the greater of \$25 and 4% of the **adjusted regular balance** for the **statement period** or, if the **adjusted regular balance** is less than \$25, an amount equal to the **adjusted regular balance**;
- (b) the greater of \$25 and 4% of the **special rate balance** at the end of the **statement period** relating to each **Special Rate Offer** for which the **promotional term** has not expired or, if that **special rate balance** is less than \$25, an amount equal to that **special rate balance**;
- (c) the greater of \$25 and 4% of the **cash/EFTPOS balance** at the end of the **statement period** or, if the **cash/EFTPOS balance** is less than \$25, an amount equal to that **cash/EFTPOS balance**;
- (d) the greater of \$25 and 4% of the **balance transfer balance** at the end of the **statement period** or, if the **balance transfer balance** is less than \$25, an amount equal to that **balance transfer balance**;
- (e) the greater of \$25 and 4% of the amount outstanding on the **account** at the end of the **statement period** for credit provided in relation to any **purchase** made under a **Standard Interest Free Period Offer** for which the **promotional term** has not expired or, if that outstanding amount is less than \$25, an amount equal to that outstanding amount;
- (f) any **instalment interest free payment** due for that **statement period**;
- (g) any **instalment interest bearing payment** due for that **statement period**; and

- (h) any **non Buy Now/Pay Later establishment fee, insurance premiums and government charges** debited to the **account** in that **statement period**.

16. From when do I get credit for a payment?

- 16.1 We will give you credit for any payment you make from and including the date we receive the payment. The amount of available credit will not be increased by the amount of a cheque payment until the cheque is cleared.
- 16.2 However, if your payment is not accompanied by a reasonable means of us identifying the **account**, we will not be obliged to give you credit for it for the period before you supply us with satisfactory evidence that the payment should be credited to the **account**.

17. How are payments applied?

- 17.1 Subject to clauses 16 and 17.3 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:
 - (a) in accordance with an agreement (if any) we have with you about how a payment is to be applied (see 17.3 for how that agreement may be made);
 - (b) then, if there is any part of the payment remaining, we will apply it to pay off the amount that has the highest **annual percentage rate**;
 - (c) 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;
 - (d) then, if there is any part of the payment remaining, we will apply it to pay off the amounts to which a **Standard Interest Free Period Offer** applies (if there is more than one such amount we will pay off the first to expire);
 - (e) then, if there is any part of a payment remaining, we will apply it to pay off amounts to which an **annual percentage rate** applies that have not yet appeared on a statement of account;
 - (f) then, if there is any part of the payment remaining, we will apply it to pay off the amounts to which a **Buy Now/Pay Later Term** or **Buy Now/Pay Later Offer** applies (if there is more than one such amount we will pay off the first to expire).
- 17.2 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:

- (a) in accordance with an agreement (if any) we have with you about how a payment is to be applied (see 17.3 for how that agreement may be made);
- (b) then, if there is any part of a payment remaining we will apply it to pay off all amounts to which an **annual percentage rate** applies;
- (c) then, if there is any part of a payment remaining we will apply it as described in 17.1 (d), (e) and (f).

17.3 Subject to 17.4 and 17.5, if a **cardholder** makes a **purchase** subject to an **Instalment Interest Free Offers** or **Instalment Interest Bearing Offer** then we will have made an agreement with you to apply a payment first to any instalment payment.

17.4 If we make an agreement with you to apply a payment first to any **instalment interest free payment** or **instalment interest bearing payment**, you may pay a greater amount of interest than you would otherwise pay. You can (at any time) withdraw your request to apply a payment to any **instalment interest free payment** or **instalment interest bearing payment**.

17.5 If you withdraw your request under 17.4, our agreement with you to apply a payment first to any **instalment interest free payment** or **instalment interest bearing payment** will come to an end. Any **Instalment Interest Free Offers** or **Instalment Interest Bearing Offer** to which the withdrawal of your request relates will be taken to have ended on the date that you withdraw your request and the **regular annual percentage rate** will apply to the relevant amount from the day after that date.

17.6 If:

- (a) you ask us to do so (for example, where we have told you that a **Buy Now/Pay Later Offer** is due to expire) we will; or
- (b) you pay an amount that corresponds with an amount quoted by us to you to pay out the balance outstanding of a **promotional purchase** we may at our discretion, apply a payment against any amount owing on a **promotional purchase**. You must identify the relevant **purchase** to our satisfaction and the payment must be made in a way we approve. (You must still pay the minimum amount payable for the **statement period** in which the payment

is made, after deducting any part of that minimum amount payable which relates to the **promotional purchase** for which you have made the payment under this clause.)

17.7 The effect of making all or part of an **instalment interest free payment** or an instalment **interest bearing payment** before it is due for payment may be to reduce the relevant **instalment interest free term** or **instalment interest bearing term**, depending on the amount paid. (You will still need to make a full **monthly payment** for the next **statement period** unless we tell you that a lesser payment is due.)

18. How are refunds processed and applied?

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

18.2 We will first apply a refund or other credit (for example, a reversal of interest or a refund of any **insurance premiums**) to any amount outstanding in relation to the relevant **purchase** or other amount if it can be identified. Otherwise we will apply the refund or other credit in such other order as we decide against all other amounts due by you (including against such other amounts as are due by you under the credit contract and such amounts as are due by you under any other credit contracts between you and us).

PART E INTEREST

19. When will interest be charged?

19.1 We ordinarily charge interest on:

- (a) (a) a **purchase**, on a **cash/EFTPOS advance**, and on a **balance transfer** from and including the day on which the **purchase, cash/EFTPOS advance, or balance transfer** is debited to the **account**. (That date will be shown on your statement of account. In the case of a **purchase** it will be the date the **cardholder** received the relevant goods or **services** or, if we assign a later date, the date we assign.); and
- (b) (b) any interest debited to the **account**, and

on any payment dishonour fees, trace fees, over limit fees and late fees from and including the day after the day on which that interest, payment dishonour fee, trace fee, over limit fee or late fee is debited to the **account**.

- 19.2 Interest is not charged on **enforcement expenses**, statement reprint fees, voucher request fees, payment handling fees, any establishment fee, account service fees, any Latitude **ATM** withdrawal fees, any **insurance premiums** or any **government charges**.
- 19.3 The interest for a **statement period** will be debited monthly to the account as at the last day of each **statement period**. It will be calculated for each day of the relevant **statement period** and will be shown on your statement of account for that statement period.

20. How is interest calculated?

- 20.1 We charge interest on the total of the **regular purchase balance** and the **default fees and charges** on a daily basis by applying our current daily percentage rate for **regular purchases** (which is our current **regular annual percentage rate** divided by 365 or 366 on a leap year) to the total amount of the **regular purchase balance** and the **default fees and charges** at the end of each day.
- 20.2 We charge interest on the **cash/EFTPOS balance** on a daily basis by applying our current daily percentage rate for cash (which is our current **cash annual percentage rate** divided by 365 or 366 on a leap year) to the amount of the **cash/EFTPOS balance** at the end of each day.
- 20.3 Subject to clause 20.4, we charge interest on the **balance transfer balance** on a daily basis by applying our current daily percentage rate for cash (which is our current **cash annual percentage rate** divided by 365 or 366 on a leap year) to the amount of the **balance transfer balance** at the end of each day.
- 20.4 If we have notified you under clause 22.6 that a **promotional balance transfer annual percentage rate** will apply to any part of the **balance transfer balance** on the **account** from and to specified dates:
- (a) the specified **promotional balance transfer annual percentage rate** will apply to the relevant part of the **balance transfer balance** from the beginning of the first **statement**

period commencing after the first of those dates until the end of the **statement period** which contains the second of those dates (“**promotional balance transfer term**”); and

- (b) for the days during which paragraph (a) applies, we will charge interest on the **balance transfer balance** on a daily basis by applying the relevant balance transfer daily percentage rate (which is the relevant **promotional balance transfer annual percentage rate** divided by 365 or 366 on a leap year) to the amount of the relevant part of the **balance transfer balance**.

20.5 If we have notified you under clause 22.2 that a **special annual percentage rate** will apply to any part of the **special rate balance** on the **account** for a **special rate term**, we will charge interest on the **special rate balance** on a daily basis during that **special rate term** by applying the relevant **special daily percentage rate** (which is the relevant special annual percentage rate divided by 365 or 366 on a leap year) to the amount of the relevant part of the **special rate balance**.

20.6 If we have notified you under clause 22.2 that an **instalment interest bearing annual percentage rate** will apply to any part of the **instalment interest bearing balance** on the **account** for an **instalment interest bearing term**, we will charge interest on the **instalment interest bearing balance** on a daily basis during that **instalment interest bearing term** by applying the relevant instalment interest bearing daily percentage rate (which is the relevant **instalment interest bearing annual percentage rate** divided by 365 or 366 on a leap year) to the amount of the relevant part of the **instalment interest bearing balance**.

20.7 If a **purchase** is:

- (a) the subject of a **Buy Now/Pay Later Offer** - interest will only apply to that **purchase** from and including the day after the day on which the relevant **buy now/pay later term** expires;
- (b) the subject of a **Standard Interest Free Period Offer** - interest will only apply to that **purchase** from and including the day after the day on which the relevant **standard interest free term** expires; and
- (c) the subject of an **Instalment Interest Free**

Offer - interest will only apply to that **purchase** from and including the day after the day on which the relevant **instalment interest free term** expires.

21. Can an annual percentage rate change?

Both the **regular annual percentage rate** and the **cash annual percentage rate** may change under the **credit contract**. You will be informed of the change under clause 21.2 and 21.3. (An **instalment interest bearing annual percentage rate**, a **special annual percentage rate** and a **promotional balance transfer annual percentage rate** will apply for the time notified to you and we cannot change it during that time).

- 21.1 We may change the **regular annual percentage rate** or the **cash annual percentage rate** or both at any time.
- 21.2 If we increase either or both of the **regular annual percentage rate** and the **cash annual percentage rate** we will notify you of the change by:
- giving you particulars in writing; or
 - advertising the change in a newspaper circulating throughout Australia, no later than the day the change takes effect.
- 21.3 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.

PART F PROMOTIONAL OFFERS

22. How do promotional offers work?

- 22.1 We may, on conditions we specify, at any time make available a **promotional offer** for an eligible **purchase**, without limitation to the term of the promotion ("**promotional term**") agreed by us and the **Retailer**, during which any one or more (in the sequence we specify) of the following may apply:
- interest will accrue on that **purchase** (and on interest previously debited to the **account** in respect of that **purchase**) at the specified **special annual percentage rate** in accordance with clause 20.5 for the period we specify ("**special rate term**") "**Special Rate Offer**"; or
 - no interest will accrue on that **purchase** and no

monthly payment need be made in respect of that **purchase** for the period we specify ("**buy now/pay later term**") ("**Buy Now/Pay Later Offer**"); or

- (c) no interest will accrue on that **purchase** for the period we specify ("**standard interest free term**") ("**Standard Interest Free Period Offer**"); or
- (d) no interest will accrue on that **purchase** and payments must be made by specified instalments during the period we specify ("**instalment interest free term**") ("**Instalment Interest Free Offer**"); or
- (e) interest will accrue on that **purchase** (and on interest previously debited to the **account** in respect of that purchase) at the specified **instalment interest bearing annual percentage rate** in accordance with clause 20.6 and payments must be made by specified instalments during the period we specify ("**instalment interest bearing term**") ("**Instalment Interest Bearing Offer**").

22.2 If we make available a **promotional offer** under clause 22.1 we will specify, by notice (which may, for example, be displayed at the selected **retailer's** premises):

- (a) the period during which an eligible **purchase** must be made for it to be the subject of the **promotional offer** and the applicable **annual percentage rate**;
- (b) the length of the relevant **promotional term** (any period we specify under clause 22.1(a) to 22.1(e) inclusive may, for example, be a fixed term, or until a specified date or until a specified event occurs) (if that term would otherwise expire on a date which does not exist then it expires on the next earliest date which does exist - for example, a **promotional term** of one month from 30 January will expire on 28 February, not on 1 March); and
- (c) any other applicable conditions (such as any specified instalments, or a condition relating to a deposit), and each such **promotional offer** will be subject to those conditions as well as the **credit contract**.

22.3 If a **cardholder** makes a **purchase** subject to a

promotional offer then the relevant **promotional term** commences on the date on which the **cardholder** receives the relevant goods or **services** which are the subject of the **purchase** or, if we assign a later date, the date we assign, and expires at the end of the applicable term.

22.4 A **purchase** will be eligible for a **promotional offer** if the **retailer** agrees, at the **cardholder's** request, to treat it as a **promotional purchase**.

22.5 We may, on conditions we specify, make available a **promotional offer** for an eligible **balance transfer**, in which case interest will accrue on that **balance transfer** (and on interest previously debited to the **account** in respect of that **balance transfer**) at a **specified promotional balance transfer annual percentage rate** for a specified period.

22.6 If we make available a **promotional offer** under clause 22.5 we will specify by notice:

(a) the period during which an eligible **promotional balance transfer** must be made for it to be the subject of the **promotional offer** and the applicable **promotional balance transfer annual percentage rate**; and

(b) any other applicable conditions (such as a specified minimum or maximum amount for an eligible **balance transfer**),

and each such **promotional offer** will be subject to those conditions as well as the **credit contract**.

22.7 If we exercise any of our rights under clauses 23.1 or 24.1 then any **promotional term** applicable to a **promotional purchase** or a **promotional balance transfer** which has not yet expired at the relevant date may, at our discretion, be taken to have ended on or after the date on which we exercise any such right. If you choose to pay to us the amount owing under a **promotional offer** before the end of the relevant promotional term, then that **promotional term** will be taken to have ended on the date you do so.

PART G

DEFAULTS, CANCELLATION OR SUSPENSION OF THE CARD AND CLOSURE OF THE ACCOUNT

23. What happens on default?

23.1 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 **outstanding**

balance (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).

23.2 You are in default if:

- (a) you breach any term of the **credit contract** or the terms of any other agreement or security you have with us; or
- (b) any information you give us in connection with applying for the **account** is false or, in our opinion, misleading (by omission or otherwise); or
- (c) we consider there has been a material adverse change in your financial circumstances.

Enforcement expenses may become payable under the **credit contract** in the event of a breach.

24. When can a card be suspended or cancelled or an account closed?

24.1 We may unilaterally, or at your request:

- (a) close an **account**; or
- (b) suspend the use of a **card**, cancel a **card** or retain a **card** presented to a **retailer**.

24.2 A **card** must not be used after the **account** is closed and when we give you notice of the closure you must immediately cut each **card** diagonally in half and return it to us.

24.3 If the use of a **card** is suspended the relevant **cardholder** does not have the right to use the **card** for the period of suspension. If a card is cancelled the **cardholder** has no further right to use the **account** with that **card**.

24.4 Suspension, cancellation or closure does not affect any of your obligations, or those of any other **cardholder**, in respect of the account.

24.5 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 financial institution.

24.6 You are entitled to close the **account** by contacting

us directly or via our website. We will complete the request or communicate with you steps that you must take (for example reducing your balance to zero) before we complete your request, which we will do as soon as practicable.

PART H GENERAL CONDITIONS

25. What to do if a card or PIN is misused, lost or stolen

You must ensure that a **cardholder** informs us immediately of any loss, theft or unauthorised use of their **card** or **PIN** by calling our Customer Care hotline on 1300 361 152. We must be given all the information that you or the **cardholder** have or can reasonably obtain regarding the loss, theft or unauthorised use.

26. Who pays for unauthorised transactions which are not EFT transactions?

26.1 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 (unless clause 26.2 or 26.3 applies) the lesser of:

- (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.

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

26.3 You will also be liable for all unauthorised transactions which are not **EFT 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 clause 25 of that event.

27. When are you not liable for certain unauthorised

transactions?

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

- (a) caused by fraudulent or negligent conduct by us, a **retailer** 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
- (c) that arise from transactions that require the use of:
 - (i) a **card** before the **card** has been received; or
 - (ii) a **card** and **PIN**, before the **card** and **PIN** have been received; 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 security of a **PIN** has been breached; or
- (f) where it is clear that any **cardholder** has not contributed to such ,losses; or
- (g) to the extent that we are able to recover amounts by exercising ,any relevant rights we have against a **retailer**.

28. Some cases when you are liable for unauthorised transactions

28.1 Subject to clause 28.2, 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 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**, that are incurred,
- (c) if clause 28.1(a) applies, until we are notified that a **card** has been misused, lost or stolen, or that the security of a **PIN** has been breached; and
- (d) if clause 28.1(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 security of a **PIN** has been breached.

28.2 You are not liable under clause 28.1 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**; and
- (d) that portion of the losses which is part of the **cash/EFTPOS balance** and is a **cash/EFTPOS over limit amount**; and
- (e) all losses incurred on any accounts which we have not agreed may be accessed using a **card**.

29. **Limitation on liability for certain unauthorised transactions**

Except as otherwise provided under clauses 27 and 28, your liability for losses resulting from **unauthorised transactions** which are **EFT transactions** 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 the security of a **PIN** has been breached, excluding that portion of the losses which exceed any applicable daily or other periodic limit, the **credit limit**, or are part of the **cash/EFTPOS balance** and are **cash/EFTPOS balance over limit amounts**.

30. **Some cases when we are not liable**

If we are a linked credit provider of a **retailer** 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** or an **EFTPOS purchase**. Subject to those rights, and any other applicable laws, we are not responsible or liable:

- (a) if a **retailer** or other person refuses to accept or honour any **card**, no matter what the reason; 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.

31. 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**.

32. You must advise us of a change in circumstances

32.1 You must notify us promptly of anything which might adversely affect your ability to meet your obligations to us.

32.2 You must notify us promptly of any change in your name, address or telephone number.

33. Compliance with legislation

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

34. Changes to the credit contract

In addition to the changes to fees and charges, payments, the **regular annual percentage rate** and the **cash annual percentage rate** referred to in clauses 13, 14 and 21, we may change any other term of the **credit contract** and will give you notice of any such change as required by relevant legislation.

35. 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**.

36. Notices

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

36.2 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 to GPO Box 1007H, Melbourne, Victoria 3001, except that we can, at our discretion, accept oral notice from you about your change of address. 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 of your place of residence or business last known to us, or to the address that you have nominated to us in writing.

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

- 36.3 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.

37. Some cases in which we may be liable

- 37.1 Subject to clause 37.2, 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.
- 37.2 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.

38. Effective dating and adjustments

- 38.1 We may assign any date we consider appropriate to a debit or credit to the **account** but, in the case of a debit, that date must not be earlier than the date on which the relevant transaction occurred.
- 38.2 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).

39. Complaints investigation and dispute resolution

If you have any queries, or if you would like to lodge a complaint, call our Customer Care hotline on 1300 361 152.

40. Interpretation

These definitions apply:

- **account** means your Buyer's Edge account with us.
- **additional cardholder** means a person issued a **card** under clause 7.

- **adjusted regular balance** means the **regular balance** on the account at the end of a **statement period** less any **enforcement expenses** and less any:
 - (a) **non Buy Now/Pay Later establishment fee**;
 - (b) **insurance premiums**; and
 - (c) **government charges**,
 debited to the **account** during that **statement period**.
 The **adjusted regular balance** also excludes any outstanding account service fees unless:
 - (a) the **buy now/pay later balance** is zero; or
 - (b) the **closing balance** includes amounts other than the **buy now/pay later balance** and any outstanding fees.
- **annual percentage rate** means, subject to any change under clause 21:
 - (a) the rate by that name disclosed in the **financial table**;
 - (b) if a separate **cash annual percentage rate** and **regular annual percentage rate** have been disclosed to you after the disclosure date, the term also refers to both those rates; and
 - (c) for the purposes of clauses 1.2, 21 and 22.2(a), if any one or more **special annual percentage rates** and **instalment interest bearing annual percentage rates** have been notified to you in connection with any **promotional offers**, or any **promotional balance transfer annual percentage rates** have been notified to you in connection with any **balance transfer** program, the term also refers to each of those rates.
- **ATM** means an automatic teller machine.
- **balance reference day** means either:
 - (a) the last day of any **statement period**; or
 - (b) the second last day of any **statement period**, determined solely at our discretion.
- **balance transfer** means a transaction in which you ask us to debit the account with an amount and to pay that amount to another card issuer or financial institution for the credit of a specified account held with the card issuer or financial institution.
- **balance transfer balance** at any time means the **amount**
- outstanding on the account for:

- (a) credit provided in relation to **balance transfers**; and
- (b) interest debited to the **account** in respect of that credit and of interest previously debited to the **account** in respect of the **balance transfer balance**.
- **buy now/pay later balance** means at any time the aggregate outstanding balance (if any) owing on the **account** in relation to any **purchases** made under a **Buy Now/Pay Later Offer** and for which the relevant **buy now/pay later term** has not expired.
- **Buy Now/Pay Later Offer** and **buy now/pay later term** each has the meaning given in clause 22.1(b).
- **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 specified or implied consent.
- **cash annual percentage rate** means, subject to change under clause 21:
 - (a) the **annual percentage rate**; or
 - (b) if after the disclosure date a separate **cash annual percentage rate** is notified to you by us, that rate.
- **cash/EFTPOS advance** means cash obtained under clause 3, any **EFTPOS purchase**, and any **cash equivalent transaction**.
- **cash/EFTPOS balance** at any time means the amount outstanding on the **account** for:
 - (a) credit provided in relation to **cash/EFTPOS advances**; and
 - (b) interest debited to the **account** in respect of that credit and of interest previously debited to the **account** in respect of the **cash/EFTPOS balance**.
- **cash/EFTPOS limit** means the maximum amount of the
- **cash/EFTPOS balance** available in respect of an **account**, as notified by us to you from time to time.
- **cash/EFTPOS over limit amount** means at any time the excess (if any) of the **cash/EFTPOS balance** at that time over the **cash/EFTPOS limit** at that time.
- **cash equivalent transaction** means a transaction which may be considered similar in substance

to a cash transaction (for example a purchase of traveller's cheques, a telegraphic transfer or other credit transfer of funds) and some bill payment transactions including a **convenience cheque**, but excluding a **balance transfer**.

- **closing balance** means the amount owed on the **account** at the end of a **statement period**.
- **convenience cheque** means a transaction in which you ask us to debit the **account** with an amount and to provide you with a cheque for that amount made out to you or to someone specified by you.
- **credit contract** means these new Conditions of Use and the **financial table**.
- **credit limit** means the maximum amount of credit available in respect of an **account**, as notified to you or determined under clause 9.
- **default fees and charges** means the amount outstanding on the **account** for:
 - (a) any payment dishonour fees, trace fees, over limit fees and late fees debited to the **account**; and
 - (b) interest debited to the **account** in respect of those fees and of interest previously debited to the **account** in respect of those fees.
- **due date** in respect of a **statement period** is the 25th day of the next **statement period**.
- **EFTPOS** means an electronic funds transfer at point of sale.
- **EFTPOS purchase** means a purchase of goods or **services** made using an **EFTPOS** terminal or other **electronic banking terminal**.
- **EFT transactions** has the same meaning as in the Electronic Funds Transfer Code of Conduct (as subsequently amended from time to time).
- **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.
- **enforcement expenses** means reasonable enforcement expenses reasonably incurred by us in enforcing the **credit contract** against you to recover a payment due under it, including enforcement expenses reasonably incurred by the use of our staff and facilities.
- **financial table** means the "Financial Table" which

is included in front of the Conditions of Use, or as otherwise provided to you, as amended from time to time.

- **government charges** has the meaning given in clause 12.1(c).
- **instalment interest bearing annual percentage rate** means one or more rates (if any) by that name (and which apply to the relevant part of the **instalment interest bearing balance**) as notified to you in accordance with clause 22.2.
- **instalment interest bearing balance** at any time means the amount outstanding on the **account** for:
 - (a) (a) credit provided in relation to **instalment interest bearing purchases**; and
 - (b) (b) interest debited to the **account** in respect of that credit and of interest previously debited to the **account** in respect of the **instalment interest bearing balance**.
- **Instalment Interest Bearing Offer** and **instalment interest bearing term** each has the meaning given in clause 22.1(e).
- **instalment interest bearing payment** means a payment due under the terms of an **Instalment Interest Bearing Offer**.
- **instalment interest bearing purchase** means an eligible **purchase** to which clause 22.1(e) applies at the relevant time.
- **Instalment Interest Free Offer** and **instalment interest free term** each has the meaning given in clause 22.1(d).
- **instalment interest free payment** means a payment due under the terms of an **Instalment Interest Free Offer**.
- **insurance premiums** means premiums debited to the **account** in relation to consumer credit insurance taken out by you through us.
- **interest bearing balance** means:
 - (a) the balance of the **account**; less
 - (b) the balance of the amounts described in clause 19.2 and the balance of any **purchase** subject to a **Buy Now/Pay Later Offer** or an **Instalment Interest Free Offer** during the relevant **promotional term**.
- **monthly payment** means the amount calculated under clause 15.
- **non Buy Now/Pay Later establishment fee** means

the establishment fee debited to the account if the first **purchase** is not made under a **Buy Now/Pay Later Offer**.

- **outstanding balance** means the amount owed on the **account** at any particular time.
- **overdue amount** means any amount not paid in full to us by the **due date**.
- **over limit amount** means at any time the excess (if any) of the **closing balance** at that time over the **credit limit** at that time.
- **PIN** means personal identification number which has been selected by you or any **additional cardholder**, or which has been allocated to you or any **additional cardholder** by us, for use with the **card** in any **electronic banking terminal**.
- **PIN security breach** occurs:
 - (a) if a **cardholder** voluntarily discloses a **PIN** to anyone, including a family member or friend;
 - (b) if, without making any reasonable attempt to protect the security of the **PIN**, a **cardholder** indicates a **PIN** on the outside of a **card**, or keeps a record of the **PIN** on one or more articles carried with the **card**, or liable to loss or theft simultaneously with a **card**; or
 - (c) if:
 - (i) we permit a **cardholder** to select or change a **PIN**; and
 - (ii) immediately before such selection or change, we instruct the **cardholder** not to 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; and
 - (iii) we warn the **cardholder** of the consequences of such a selection; and
 - (iv) the **cardholder** selects such a numeric or alphabetical sequence; or
 - (d) if a **cardholder** acts with extreme carelessness in failing to protect the security of a **PIN**.
- **promotional balance transfer** means a balance transfer to which a **promotional offer** applies at the relevant time.
- **promotional balance transfer annual percentage rate** means one or more rates (if any) by that name (and which apply to the relevant part of the **balance**

transfer balance) as notified to you under clause 22.5.

- **promotional balance transfer balance** at any time means the amount outstanding on the **account** for:
 - (a) credit provided in relation to **promotional balance transfers**; and
 - (b) interest debited to the **account** in respect of that credit and, interest previously debited to the **account** in respect of the **promotional balance transfer balance**.
- **promotional balance transfer term** has the meaning given in clause 20.4(a).
- **promotional offer** means:
 - (a) a promotional offer under clause 22, and comprising any one or more of a **Special Rate Offer**, a **Buy Now/Pay Later Offer**, a **Standard Interest Free Period Offer**, an **Instalment Interest Bearing Offer**, and an **Instalment Interest Free Offer**; and
 - (b) in relation to a **balance transfer**, means a **promotional offer** under clause 22.5.
- **promotional purchase** means a **purchase** to which a **promotional offer** applies at the relevant time.
- **promotional term**:
 - (a) in relation to a **purchase**, has the meaning given in clause 22.1, and for the purposes of clause 22.2(b) and 22.7, includes any relevant **special rate term**, **buy now/pay later term**, **standard interest free term**, **instalment interest free term** or **instalment interest bearing term**; and
 - (b) in relation to any **promotional balance transfer**, means its **promotional balance transfer term**.
- **purchase** means a purchase of goods or **services** made under clause 2.1(a) and includes the amount of such purchase, but excludes any **cash/EFTPOS advance** or **balance transfer**.
- **regular annual percentage rate** means, subject to change under clause 21:
 - (a) the **annual percentage rate**; or
 - (b) if after the disclosure date a separate **regular annual percentage rate** is notified to you by us, that rate.
- **regular balance** at any time means the total of the **regular purchase balance**, the **default fees and charges**, the **enforcement expenses**, the

insurance premiums, the **government charges** and the other fees and charges debited to the **account** and outstanding at that time, but excluding any establishment fee debited to the **account** where the first **purchase** is made under a **Buy Now/Pay Later Offer**, until the expiry of the relevant **buy now/pay later term** relating to that **purchase**.

- **regular purchase means** at any time a **purchase** which is not treated as being eligible for a **promotional offer** or for which any applicable **promotional term** has at that time expired.
- **regular purchase balance** at any time means the amount outstanding on the **account** for:
 - (a) credit provided in relation to **regular purchases**; and
 - (b) interest debited to the **account** in respect of that credit and of interest previously debited to the **account** in respect of the **regular purchase balance**.
- **retailer** means a retail store or other supplier approved by us of goods, **services** or cash, and includes the Retailer disclosed in the **financial table** (if any).
- **services** includes the provision of a **convenience cheque**, a **balance transfer** and re-financing a credit contract.
- **special annual percentage rate** means one or more rates (if any) by that name (and which apply to the relevant part of the **special rate balance**) as notified to you in accordance with clause 22.2.
- **special rate balance** at any time means the amount outstanding on the **account** for:
 - (a) credit provided in relation to **special rate purchases**; and
 - (b) interest debited to the **account** in respect of that credit and, interest previously debited to the **account** in respect of the special rate balance.
- **Special Rate Offer** and **special rate term** each has the meaning given in clause 22.1(a).
- **special rate purchase** means an eligible **purchase** to which clause 22.1(a) applies at the relevant time.
- **Standard Interest Free Period Offer** and **standard interest free term** each has the meaning given in clause 22.1(c).
- **statement period** is a period determined by us not

exceeding 40 days.

- **unauthorised transaction** means a transaction which is not authorised by a **cardholder**, and does not include:
 - (a) (a) any transaction carried out by a **cardholder**;
or
 - (b) (b) anyone performing a transaction with a **cardholder's** knowledge or consent.

In **addition**:

- "we", "us" and "our" means Latitude Finance Australia A.B.N. 42 008 583 588.
- "you" means the person named as the applicant for an **account** and includes your successors and assigns and "your", "I" and "my" have corresponding meaning.

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

INFORMATION STATEMENT THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

This statement tells you about some of the rights and obligations of yourself and Latitude Finance Australia (“we”, “us” or “Latitude”). It does not state the terms and conditions of your contract. If you have any concerns about your contract, contact us and, if you still have concerns, your Government Consumer Agency, or get legal advice.

THE CONTRACT

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

We 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 us, you must be given a copy to keep.

Also, we must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if the we have previously given you a copy of the contract document to keep.

If you want another copy of your contract write to us and ask for one. We may charge you a fee. We have 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 us 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 us has not been used to acquire goods or services or 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 us 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 us 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. We must give you the statement within 7 days after you give your request to us. 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 us to charge one) and other fees.

7. Can my contract be changed by Latitude?

Yes, but only if your contract says so.

8. Will I be told in advance if Latitude 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 at least 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 us,

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 us. Discuss the matter and see if you can come to some arrangement. If that is not successful you could apply to the court. Contact the Government Consumer Agency or get legal advice on how to go about this.

GENERAL

10. What do I do if I cannot make a repayment?

Get in touch with us immediately. Discuss the matter and see if you can come to some arrangement. You can

ask us to change your contract in a number of ways, for example -

- to extend the term of the contract and either reduce the amount of each payment accordingly or defer payments for a specified period; or
- to simply defer payments for a specified period.

11. What if Latitude and I cannot agree on a suitable arrangement?

If you have been unemployed, sick or there is another good reason why you are having problems with your contract, then your contract may be able to be changed to meet your situation.

You may be able to apply to the court. Contact your Government Consumer Agency or get legal advice on how to go about this. There are other people, such as financial counsellors, who may be able to help.

12. 12 Can Latitude take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments.

If you think you are being unduly harassed or threatened, contact your Government Consumer Agency or the Australian Competition and Consumer Commission, or get legal advice.

13. 13 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 AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY ("AFCA") AND CAN BE CONTACTED AT 1800 931 678, WWW.AFCA.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.

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.

Important Privacy Notice

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 2013 which introduces the Australian Privacy Principles.

Privacy Notice

This Privacy Notice is provided by Latitude Finance Australia ABN 42 008 583 588 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.

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;
- 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 the 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:

- Equifax www.equifax.com.au/privacy
Telephone – 13 83 32
- illion Australia Pty Ltd www.checkyourcredit.com.au
Telephone - 1300 734 806
- Experian 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 or contact **us** on 1300 361 152.

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 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;

- Malaysia;
- 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 800 Collins Street, Docklands, Victoria 3008 Attention: Privacy Officer;
- Or call **us** on 1300 361 152.

Both our Privacy and Credit Reporting Policies are available under the privacy section at 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 credit eligibility information

If **you** believe that the information that **we** hold about **you** is incorrect in any way, please call **us** on 1300 361 152 or write to us at 800 Collins Street, Docklands, Victoria 3008.

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 **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 361 152.

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.

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Need further information?

Why not visit our website at www.buyersedge.com.au to find information on:

- Features and benefits of Buyer's Edge
- Where Buyer's Edge is accepted
- Payment options
- Interest free promotional terms
- Your account details such as:
 - When your next payment is due
 - Credit limit
 - Cash limit
 - Monthly repayments
- How to change your address
- Additional cards for family members

If you would like to speak to one of our customer service representatives about any of the above matters please call us on:

1300 361 152

8.30am – 7.00pm Monday – Friday

9.00am – 5.00pm Saturday

(Hours may differ with/without daylight saving)

If your card is lost or stolen please call
1300 361 152 24 hours a day



www.buyersedge.com.au

Buyer's Edge is a credit facility provided by Latitude Finance Australia

Buyer's Edge is a trademark of Latitude Finance Australia

ABN 42 008 583 588

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