

Information Statement: the Card is offered to you on terms set out in these Conditions and Letter of Offer. These documents govern Card use and all Account transactions. In the event of inconsistency, these Conditions and the Letter of Offer prevail. Read the Letter of Offer and these Conditions carefully. Read the information statement 'Things You Should Know About Your Proposed Credit Contract' at the end of these Conditions. Contact us with any questions. **(NB. This document does not contain all information we are required by law to give you before the contract is made. Further information is contained in the Letter of Offer.)** These Conditions apply for both the Classic card and the Low Rate card, and take effect from 1 July 2020 except as otherwise advised in writing and replace all Conditions of Use previously issued.

1. Definitions: in these Conditions and the Letter of Offer. **Account:** account we set up to record transactions under the contract. **Annual percentage rate:** annual percentage rate/s set out in the Letter of Offer and, if varied, the rate as varied. **ATM (Automatic Teller Machine):** EFT terminal which we advise can be used to obtain a cash advance with the use of the Card and PIN. **Available credit amount:** amount obtained by subtracting from the credit limit: •the negative (debit) balance (if any) of the account at that time; •any uncleared funds that have been applied to the account (if any); and •the amount of all authorised transactions not yet debited to the account (if any). **Balance transfer:** transfer to the account in accordance with clause 11 below, of an amount from a credit or charge account held by you or any other person with another credit provider in Australia. **Bill:** organisation which tells you that you can make payments to it using BPAY. **BPAY:** electronic payment scheme operated in cooperation between Australian financial institutions, enabling you to effect bill payments to billers who participate in BPAY, via telephone, internet access or by any other method approved by us from time to time; also the method by which you make a payment to your Account. **BPAY payment:** payment transacted by us on your behalf using BPAY. **Business day:** day that is not Saturday, Sunday, a public holiday, special day, or bank holiday in the place in which any relevant act is to be done. **Card:** credit card we issue for use on the account. **Card details:** information provided on the Card and includes, but is not limited to, card number and expiry date. **Cardholder:** you. **Cash advance:** transaction on the account which results in your receiving actual cash (whether at a branch or via an EFT terminal or by other means) and includes: •purchase of 'quasi-cash' items eg gambling chips or travellers cheques; •funds transfer to another account held by you or a third party with us or another financial institution **Charge:** amount debited to the account, including a cash advance, purchase, balance transfer, fee, interest charge, tax and any other amount you have agreed to pay us or be liable for under the contract. **Contract:** credit contract between you and us, comprising these Conditions and the Letter of Offer. **Credit limit:** credit limit for the account set out in the Letter of Offer and, if varied, the credit limit as varied. **Cut off time:** time advised to you, prior to your confirming payment instructions, by which your payment instructions must be received by us to be processed that business day by BPAY or by us for any other payment or transfer instructions. **Delinquent account:** status of the Account when you have not met payment conditions under the contract. **EFT terminal:** electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any other third party for use with the Card and PIN to conduct an EFT transaction and includes, but is not limited to ATM and EFTPOS. **EFT transaction:** funds transfer initiated by giving an instruction to us through electronic equipment and using the card, PIN and/or card details, but not requiring a manual signature. **EFTPOS (Electronic Funds Transfer Point of Sale terminal):** EFT terminal which we advise can be used to make purchases with the use of the card. **Electronic equipment:** includes, but is not limited to, an EFT terminal, computer, television and telephone. **Inactive account:** account that has not been operated on either by deposit or withdrawal for 24 months. **Letter of Offer:** including the Financial Information Table we send you advising of our approval of your application for the Card. It forms part of your contract with us. **Minimum monthly payment:** amount determined in accordance with clause 17.2 below. It will be included in the Minimum Payment amount in your statement of account. **Merchant:** business which accepts the Card as payment for goods/services. **National Credit Code:** as set out in Schedule 1 to the National Consumer Credit Protection Act 2009 (Cth). **payWave:** functionality allowing contactless purchases at participating merchant outlets. **PIN:** Personal Identification Number issued to a cardholder by us for Card use at an ATM or EFTPOS. **Purchase:** any transaction (other than a cash advance) with a merchant, the payment for which is authorised by a cardholder to be made on the Account and includes an order made for goods/services before goods/services are supplied. **Regular payment arrangement:** either a recurring or an instalment payment agreement between you and a merchant in which you have preauthorised the merchant to bill your linked Account at predetermined intervals (eg monthly, quarterly) or at intervals agreed by you. The amount may differ or be the same for each transaction. **Unauthorised:** without the knowledge/consent of a cardholder. **Unpaid daily balance:** unpaid balance of the account (being the excess of all amounts debited over all amounts credited to the account) at the end of each day. **We/us/our/Northern Inland:** Northern Inland Credit Union Limited, Card issuer. **You/your:** account holder. If there is more than one account holder, each is liable jointly and severally under the contract.

2. The Credit Card Contract: you accept our offer and are bound by the credit contract and these Conditions when you first use your Card or activate the Account.

3. Account Activation and Card Security

3.1 All Cards issued remain our property and must be returned or destroyed if we ask you to do so.

3.2 A Card can only be used if the Account to which it relates has been activated and the Card has been signed by the cardholder. A Card is only valid for the period printed on it. It cannot be used before its commencement date or after its expiry date.

3.3 The Account is a single account for all Cards which may be issued under the contract.

3.4 The Account is activated when you instruct us to activate the Account and Card by telephone or written instruction including via Online activation. If the Card is not activated within 3 months, Card and Account may be cancelled.

3.5 You sign the card as soon as you receive it and before you use it.

3.6 Subject to these Conditions, you are liable for all charges on the account. Ensure all cards are used in accordance with these Conditions.

3.7 Notify us **immediately** on becoming aware a card is lost, stolen or used without your authority, or a PIN has become known to someone else (or you suspect that it has become known to someone else) by: •phoning the Card Service Centre 24 hour toll free hotline in Australia via the number listed below; or •Advising any financial institution that displays the VISA logo.

NORTHERN INLAND/HOTLINE ('Hotline') 02 6763 5111

If the loss/theft/misuse occurs OUTSIDE AUSTRALIA you must notify an organisation displaying the VISA sign and also confirm the Card loss/theft/misuse or breach of PIN security: 1. with us by phone or priority paid mail as soon as possible; or 2. by phoning the Hotline number for the country the cardholder/s is/are in, which must be obtained from us prior to departure (see Clause 15). We acknowledge the notification by giving a reference number verifying the date/time we were contacted. Retain this number as evidence of the time of contacting us. If for any reason the Hotline is unavailable and this prevents notification, you are not be liable for any unauthorised transaction during this period which could have been prevented had the Hotline been available, provided we are notified within a reasonable time of the Hotline becoming available again. Delay in notifying us may increase your liability.

3.8 If a card is used (in cases not involving EFT transactions) without the cardholder authority, you are liable for that use before we are advised of it, up to the credit limit less any amount recovered by us by exercising our rights (if any) under operating rules applicable to the VISA credit card scheme against other parties to that scheme.

3.9 You are liable for all losses caused by unauthorised EFT transactions unless any of the circumstances specified in clause 3.10 below apply.

3.10 You are not liable for losses: 1. where it is clear a cardholder has not contributed to the loss; 2. caused by the fraudulent/negligent conduct of employees/agents of: •us; •any organisation involved in networking arrangements provision; or •any merchant; 3. caused by the same transaction being incorrectly debited more than once to the same account; 4. relating to a forged, faulty, expired or cancelled card or PIN; 5. that would exceed the amount of your liability to us had we exercised our rights (if any) under the VISA International Rules/Regulations against other parties to those rules and regulations; or 6. resulting from unauthorised use of the Card or PIN: A. in relation to an EFT transaction not requiring PIN authorisation, before receipt of the card; B. in relation to an EFT transaction requiring PIN authorisation, before receipt of the PIN; or C. in either case, after notification to us in accordance with these Conditions the Card is being used without authority, that it has been lost or stolen, or that PIN security has been breached.

3.11 You are liable for any loss of funds arising from any unauthorised EFT transaction using a Card or PIN if the loss occurs before notification to us/Hotline that the Card has been misused/lost/stolen or the PIN has become known to someone else and if we prove, on the balance of probabilities you contributed to the loss through: 1. fraud; 2. telling/showing a PIN to another person or allowing it to be seen by another person (including family/friends); 3. recording a PIN on a Card or keeping a record of a PIN

on anything kept with/near a Card unless you take reasonable steps to carefully disguise the PIN or prevent unauthorised access to that record; 4. when changing a PIN, selecting a PIN representing your birth date or a recognisable part of your name; 5. extreme carelessness in failing to protect PIN security; or 6. unreasonably delaying in notifying us/Hotline of the Card misuse/loss/theft or of a PIN becoming known to someone else and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us/Hotline. However you are not liable for: A) portion of the loss exceeding any applicable daily/periodic transaction limits on your account; B) portion of the loss exceeding the credit limit of the Account; or C) losses incurred on any Account which you had not agreed with us could be accessed using the Card and PIN.

3.12 Where a PIN was required to perform the unauthorised transaction and clause 3.11 does not apply, your liability for loss of funds arising from an unauthorised transaction using the Card, if the loss occurs before notification to us/the Visa Card Hotline the card has been misused/lost/stolen or the PIN has become known to someone else is the lesser of: i \$150; ii the actual loss at the time of notification to us/the Visa Card Hotline of the Card misuse/loss/theft or of the PIN becoming known to someone else (except that portion of the loss exceeding any daily or periodic transaction limits applicable to the use of your Card or Account); or iii the account balance.

3.13 Notwithstanding any of the above provisions, your liability in the event of an unauthorised EFT transaction does not exceed your liability under the provisions of the ePayments Code, where that code applies.

3.14 In all cases where you notify us of an unauthorised EFT transaction on an Account, we do not hold you liable for losses that would exceed the amount of your liability had we exercised our rights (if any) under the operating rules applicable to the VISA credit card scheme against other parties to that scheme.

3.15 You are not liable for any loss suffered because an EFT terminal accepted a cardholder's instructions but failed to complete the transaction. If an EFT terminal malfunctions and you should have been aware the EFT terminal was unavailable for use/malfunctioning, we are only responsible for correcting Account errors and refunding charges/fees imposed as a result.

4. Additional Cardholders: NICU does not issue a Card to any person who is not an account holder or governing mind of the account holder and a party to the contract.

5. Credit Limit

5.1 Your credit limit is set out in the Letter of Offer. You can ask us to increase the credit limit at any time but we are not required to agree. It is increased only at your request or with your consent.

5.2 The credit limit is the maximum amount of credit you may obtain on the Account. The Account balance must not exceed the credit limit. Any amount exceeding the credit limit must be paid to us immediately.

5.3 We can reduce or cancel the credit limit at any time whether or not you are in default under the contract and without prior notice to you. We advise you as soon as possible if we do so. You may request in writing, at any time, that we reduce the credit limit but you must ensure the balance is less than or equal to your requested reduced balance. We will act on your written instruction within 21 days of having received it. You may request in writing at any time to cancel the contract but we cannot complete your instruction until you have paid the outstanding balance in full.

5.4 We debit transactions on the Account against any positive (Cr) balance before reducing the available credit amount.

5.5 The credit limit does not change simply because we debit an amount to the account causing the account balance to exceed the credit limit.

6. Codes of Practice: we warrant we comply with the requirements of the ePayments Code, the Customer Owned Banking Code of Practice, the National Credit Consumer Protection Act and scheme rules where those requirements apply to your dealings with us. You may obtain general descriptive information about our products and services from us on request.

7. Using the Card

7.1 The Account must not be used for any unlawful purpose, including the purchase of goods/services prohibited by the laws of the jurisdiction of purchase.

7.2 The maximum daily ATM cash advance amount for the account is AUD\$2,000 or as we advise you from time to time in accordance with Clause 24.

7.3 Some merchants and financial institutions may impose a lower maximum and/or a minimum amount on EFT transactions.

7.4 Cash advances from ATMs are only available upon entry of the correct PIN in conjunction with the use of the card.

7.5 You may request a balance transfer in accordance with clause 11 below.

7.6 You agree we can debit the Account with all transactions authorised by a cardholder. Transactions can be authorised by: •using a Card, alone or together with your PIN, at any EFT terminal; •presenting a Card to a merchant and signing a voucher or other documentation acceptable to us authorising the transaction; or •providing the Card details to a merchant/any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to us, for example, by phone or on-line.

7.7 A transaction can be authorised for a particular amount or for particular goods/services. For example, if you hire a car, you may authorise a transaction for both the rental and any additional costs, such as the cost of any damage to the vehicle.

7.8 When a transaction is authorised by a cardholder: •the cardholder is confirming the validity of the amount of the transaction, that is, the transaction correctly represents the purchase price of the goods/services obtained, or the amount of the cash advance; •you agree we are providing you with credit equal to the amount of the transaction on the date on which the transaction is made; •you agree to pay (in Australian dollars) the amount of that transaction.

7.9 A Card with payWave functionality has a payWave logo. At participating merchants, tap/wave the Card instead of swiping for purchases under AUD\$100.00. The same conditions apply to your payWave transactions as your other Visa Card transactions.

8. Authorisation by us

8.1 We may choose at any time not to authorise a transaction where this is required for security/credit risk purposes. We are not liable to you or anyone else for any loss or damage resulting from our refusal to do so.

8.2 Once we authorise a transaction we reduce the available credit amount. If the transaction is not completed, the available credit amount may not be reinstated for up to three business days after the authorisation is obtained.

9. Standing Authorities

9.1 You can, at any time, authorise another person pursuant to a periodic authority to debit the Account.

9.2 To cancel such an authority, you notify the third party according to any arrangements between you and that third party. You may also notify us.

9.3 In some circumstances, if the Account number changes, the account is closed, a card is lost/stolen/cancelled, and you fail to provide alternative payment details (eg your new Account number) to the third party, we may stop processing the debit transactions, after giving notice to the third party and this may cause the third party to stop providing you the goods/services.

10. Credit Card Acceptance

10.1 Financial institutions/merchants displaying the VISA symbol normally honour your credit Card. However, credit card promotional material displayed on any premises cannot be taken as a warranty by the financial institution/merchant/person carrying on business there that all goods/services available may be purchased with the Card.

10.2 The price the merchant charges for goods/services purchased using the Card may vary from the price charged for the same goods/services purchased with cash.

10.3 Unless required to do so by law (eg by statutory warranties that services are rendered with due care and skill and are fit for their purpose) we do not accept any liability for: •any financial institution/merchant displaying a VISA symbol who refuses to accept/honour a Card, does not allow cash advances or imposes limits/conditions on Card use; or •goods/services purchased with a Card. However, you are generally entitled to reverse/charge back a transaction where it has been effected using the Card or by providing the Card details to acquire goods/services and you have a dispute with the merchant (eg the merchant has not provided you with the goods/services you paid for and you have tried to get a refund and were unsuccessful). Chargebacks are governed by the operating rules applicable to the VISA credit card scheme. Chargeback rights do not apply to BPAY payments. Contact us for more information about your chargeback rights.

10.4 Any complaints about goods/services purchased with a Card must be resolved directly with the merchant concerned.

11. Balance Transfer: you may request us to transfer to the account the outstanding balance of a credit/charge account held by a cardholder or any other person with another credit provider, provided: •a balance transfer is only permitted up to the available credit amount; •the balance transfer amount is greater than the amount we specify from time to time in our Letter of Offer; and •the account is not delinquent.

12. Interest Rates: the annual percentage rate applying to the Account is stated in the Letter of Offer. The 'daily percentage rate' is calculated by dividing the annual percentage rate by 365. If a change is made to the annual percentage rate, you are notified in accordance with clause 24.2.

13. Interest: in this clause, Due Date means the date set out in your Account statement as the date the minimum monthly payment is due.

13.1 Interest-Free Purchases: we do not charge interest on a purchase listed in your Account statement **to the extent that:** •you make a payment in respect of that Account statement by the Due Date; and •no part of that payment is applied by us, in accordance with clause 18, to an amount owing on a previous Account statement. Otherwise, interest is payable in accordance with clause 13.3 on each purchase listed in your Account statement from the date the purchase is posted to your Account until the date it is paid in full. Interest free periods of up to 55 days apply to the Classic card and 0 days to the Low Rate Card.

13.2 Cash Advances: there is no interest free period for cash advances. Cash advances incur interest in accordance with clause 13.3 from the date the transaction is posted to your Account until the date the transaction is paid in full.

13.3 Calculation of Interest: subject to clause 13.1, if you do not pay your full closing balance as shown on your statement by the due date, interest is charged on the purchase balance from the date after the due date as shown on the statement. If a transaction is only subject to interest because of your failure to make a payment, interest is only calculated from the due date for that payment, and only on the outstanding balance of that transaction.

13.4 Interest on deposits: we do not pay you interest on any positive (credit) balance on the account.

14. Fees and Charges

14.1 You pay us the fees/charges in the amounts and at the times set out in the Letter of Offer, as required by these Conditions or as notified under clause 24. We may debit them to the Account and they appear in your Account statement.

14.2 You pay us an amount equal to any government tax/duty/charge imposed by law in any country in respect of the Card, Account or contract, the use of the Card or any transaction in relation to the Account.

14.3 You pay the Annual Fee referred to in the Letter of Offer as varied from time to time. The Annual Fee is debited to the Account upon acceptance of the contract and then annually in advance until the Account is closed and is paid in full, except where the Letter of Offer otherwise provides. No refund of the fee, or any part of it is payable when the Account is closed.

14.4 Any fee or charge in foreign currency is converted into Australian dollars in accordance with clause 15.1.

14.5 All fees/charges debited to the Account are payable by you in accordance with clause 17.

15. Using the Card Outside Australia

15.1 All transactions made in a foreign currency on the Card are converted into Australian currency by VISA Worldwide and calculated at a wholesale market rate selected by VISA from within a range of wholesale rates.

15.2 All transactions made in a foreign currency on the Card are subject to a conversion fee equal to 3% of the value of the transaction. The conversion fee is subject to change from time to time. We advise in advance of any such change in accordance with Clause 24.

15.3 Some overseas Merchants/Terminals allow you to convert transaction value into Australian dollars at the point of sale (Dynamic Currency Conversion). Once you confirm the Transaction you cannot dispute the exchange rate applied. Some overseas merchants and automatic teller machines charge a surcharge for making an EFT transaction. Once you confirm the transaction you cannot dispute the surcharge. The surcharge may appear on your statement as part of the purchase price.

15.4 Before travelling overseas, consult us to obtain VISA CARD HOTLINE telephone numbers for the country of destination.

15.5 You comply with exchange control and tax laws governing Card use. You indemnify us against liability/loss/fees/charges/costs arising from your failure to comply.

16. Statements

16.1 We send you an Account statement each month where there is any financial activity or a balance outstanding on the account.

16.2 Each debit and credit to the Account takes effect on the date we assign to it which may not be the date on which it is processed. We may adjust any debit or credit at any time to reflect your and our obligations and the terms of this contract.

16.3 Check each Account statement. Tell us promptly of any entry in the statement which you dispute.

16.4 You may request a copy of any Account statement at any time subject to any fee referred to in the Letter of Offer.

17. Payments

17.1 You pay us **immediately** upon receipt of the statement of Account: •amount (if any) by which the closing balance exceeds the credit limit; and •amount (if any) of any minimum monthly payment which remains unpaid from a previous Account statement (shown as Overdue Amount in the Account statement).

17.2 You pay us by the statement Due Date the amount of a minimum monthly payment (if any) for the month in respect of which the Account statement is issued. If you do not pay the minimum monthly payment by the statement Due Date a Late Payment Fee may apply. Refer to the Letter of Offer for details. The minimum monthly payment for that month is the greater of 2% (rounded up to the nearest dollar) of the closing balance or \$20.

17.3 The Account statement includes all amounts owing under clause 17.1 and 17.2 in the Minimum Payment amount on the statement.

17.4 You may pay us as much as you wish towards the closing balance of the Account statement in addition to the amounts referred to in clauses 17.1 and 17.2. Subject to clause 13, if the closing balance is paid in full, you may be entitled to an interest-free period in respect of certain transactions.

17.5 A payment of the Account can only be made in Australia and in Australian dollars.

17.6 If you will be overseas when a payment is due, it will be necessary to arrange for payments to be made to the Account in Australia in your absence.

17.7 For the purpose of this clause 17, a reversal or refund of charges to the account is not a payment to the Account.

17.8 A payment is not treated as made until the date we credit the payment to the account in the ordinary course of business. If paying by mail, allow adequate time for the payment to reach us before the statement due date. The proceeds of any payment made by cheque/other instrument are not available to increase the available credit amount until honoured.

17.9 If the statement Due Date is not a business day, the payment must be made on/by the last business day immediately before the statement Due Date.

17.10 If your payment is not honoured in full when first presented, the payment does not constitute a valid payment. You are charged the payment dishonour fee referred to in the Letter of Offer.

18. Application of Payments: we apply payments we receive on your account first to amounts owing which attract the highest annual percentage rate and then to the next highest rate and so on. If a transaction is only subject to interest because of your failure to make a payment, interest is only calculated from the due date for that payment, and only on the outstanding balance of that transaction.

19. Default

19.1 You are in default under this contract if you: •fail to pay us any payment due under this contract when it is due; •exceed the credit limit; •fail to comply with your obligations under Clauses 5, 7, 13, 14 or 17 of these Conditions; or •give us incorrect or misleading information in connection with this contract.

19.2 If you default we may (subject to clause 19.3): •cancel all cards; •require you to pay us on demand the outstanding Account balance (including amounts which you become liable to pay under the contract and which are yet to be debited to the account); •exercise any other rights the law gives us; and •require you to pay us on demand reasonable enforcement expenses we reasonably incur in the exercise of our rights against you, including legal fees.

19.3 Our right to take action against you under clause 19.2 may be subject to a National Credit Code requirement that we first give notice allowing you at least 30 days from the date of the notice to remedy the default. If so, you are deemed to have failed to remedy the default specified in the notice if, at the end of the time allowed by that notice, you have remedied that default but have committed another of the same type. If you do not comply with the notice, if we are not required to give you a notice, or if the notice need not require you to remedy the default, we can take action against you under Clause 19.2.

19.4 If an obligation to pay us an amount under the contract becomes merged in a court order or judgement, you pay us interest on that amount daily until paid at the rate of interest applying to our VISA Credit Cards at that time.

20. Closure of the Account and Cancellation of the Card by Us

20.1 We reserve the right to close the Account at any time. a) We may close the Account without prior notice if: i. we believe Card or Account use may cause loss to you or to us or where required for security or credit risk purposes; ii. The Account is inactive; or iii. The credit limit has been exceeded. Note: we may elect not to close the Account for this reason but the fact that we have elected not to do so on one or more previous occasions does not stop us from closing it whenever the credit limit has been exceeded. Unless you are in default or we have previously given you notice to that effect, we give you written notice as soon as possible after we close your Account. b) We may also close the account upon giving you not less than three months written notice.

20.2 If the Account is closed, all Cards issued in relation to the Account are cancelled.

20.3 We do not cancel any individual Card without good reason but we may cancel a Card at any time without prior notice if we believe Card use may cause loss to you or us or where required for security or credit risk purposes. If we do so, we give you written notice as soon as possible afterwards.

21. Closure of the Account and Cancellation of the Card by You

21.1 You may close the Account at any time by making a written request to us. If the Account is closed, all credit Cards issued in relation to the account are cancelled.

21.2 Written requests should be mailed to our Northern Inland postal address as set out in your Account statement.

22. When the Account is Closed or a Card is Cancelled

22.1 When we cancel a Card, including when you request it: ●we confirm cancellation; ●the Card must not be used; and ●the Card must be returned to us (cut diagonally in half) or you must satisfy us it has been destroyed.

22.2 If the Account is closed, including when you request it: ●all Cards must not be used; ●all Cards must be returned to us (cut diagonally in half) or you must satisfy us they have been destroyed; ●you must pay the minimum monthly payment each month if an outstanding balance remains; ●your obligations under the contract continue until you pay us the total amount you owe us (including amounts which you become liable to pay under the contract and which are not yet debited to the Account); and ●you should cancel all periodic debit authorities which apply to the Account.

22.3 If the Account has a positive (credit) balance when it is closed, we send you a cheque for the balance unless those funds have been remitted as unclaimed money in accordance with the law or deposit the funds into any of your accounts with us.

23. Change of Address: tell us promptly if you change your address.

24. Changes to the Contract

24.1 We may change the contract at any time without your consent for one or more of the following reasons: a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general industry practice; b) to reflect any decision of a court/ombudsman/regulator; c) to reflect a change in our systems/procedures, including for security reasons; d) as a result of changed circumstances (including adding benefits, new features); e) to respond proportionately to changes in the cost of Card or Account provision (including by changing interest rates); or f) to make them clearer.

24.2 The changes we make may include: ●changing the annual percentage rate; ●changing the method of calculating the minimum monthly payment; ●changing the frequency of any payment; ●changing the amount or frequency of payment of any fee/charge; ●imposing a new fee/charge; ●reducing (but not increasing) the credit limit; ●changing the method of calculating or debiting interest; and ●changing the maximum daily cash withdrawal limit.

24.3 We give you notice of any change in accordance with any requirement of the National Credit Code/any other Code/law which may apply. We give: notice of an increase in the annual percentage rate by writing to you or by newspaper advertisement no later than the day on which the increase is to take effect; At least 20 days written notice if we: a) increase charges relating solely to the use of the Card/PIN/Card details or the issue of any replacement Card/PIN/Card details; b) increase your liability for losses for EFT transactions; c) impose, remove or adjust a daily or other periodic transaction limit applying to the use of the Card/PIN/Card details/Account or electronic equipment; d) change the amount, frequency or time for payment of a credit fee/charge or minimum monthly payment; or e) make any other change to the contract increasing your obligations or reducing time for any payment; At least 30 days (or such lesser period as may be set by the Customer Owned Banking Code of Practice) written notice of: a) any change in the manner in which interest is calculated or the frequency with which it is debited; or b) the imposition of a new fee or charge.

24.4 We supply information on current interest rates and fees and charges on request.

25. Card Renewal: we may automatically issue a replacement Card when the current Card expires at our discretion. Use of any replacement Card is subject to this contract.

26. No Waiver: our rights under this contract are unaffected by any delay in exercising them, by our giving you any time or other indulgence, or by the acceptance of monies from you after you default.

27. Assignment: we may assign or otherwise deal with our rights under the contract without your consent and in any way we consider appropriate and you authorise us to disclose any information about the Account to any person in connection with the assignment.

28. Credit card insurance: NICU does not offer Credit Card Insurance (a form of consumer credit insurance).

29. Evidence

29.1 You agree a sales voucher or other record of a transaction provided by a merchant or ATM is admissible evidence of the transaction and of the amount shown, even if it is not signed by a cardholder, and unless you show satisfactory evidence to the contrary, it is conclusive evidence.

29.2 You agree a statement given by us stating the amount of the Account outstanding balance, or any other amount recorded on the Account, is admissible evidence that the amount is in fact owing at the date of the statement and unless you show satisfactory evidence to the contrary, it is conclusive evidence.

30. National Credit Code: any provision of the contract invalid/unenforceable under the Code is severed from the contract without affecting the validity of the remainder.

31. Privacy:

31.1 You agree information about you (including credit information about you and the Account) may be given to and obtained from any credit reporting agency, other credit providers (including Cuscal Limited as principal member of VISA International), any person providing services in connection with the administration of your application or account (including your use of BPAY) or the marketing of our services or those of any body corporate related to us.

31.2 You agree we may, at our discretion and for any purpose including security, training, or information verification, listen to and/or record any telephone calls to which you are a party with us, including telephone enquiries, complaints and reports made by you.

32. Card Security Guidelines

32.1 The security of your Card is very important. These guidelines give examples of security measures and do not determine your liability for losses resulting from unauthorised EFT transactions. Liability for such transactions is determined in accordance with the ePayments Code.

32.2 Guidelines for ensuring Card and PIN security: a) sign the back of the Card immediately upon receipt; b) destroy the Card on the expiry date by cutting it diagonally in half; c) do not let anyone else use the Card; d) take reasonable steps to protect the card/PIN from loss/theft/unauthorised use; e) notify us in accordance with clause 3.7 immediately you become aware a card has been lost/stolen, or Card/PIN/Card details have been used by someone else without your authority; f) do not tell/show the PIN to another person or allow it to be seen by another person, including family/friends; g) if you change the PIN, do not select a PIN representing your birth date or a recognisable part of your name. If you use an obvious PIN such as a name or date you may be liable for any losses which occur as a result of unauthorised use of the PIN before notification to us that the PIN has been misused or has become known to someone else; (h) do not record the PIN on the Card or keep a record of the PIN on anything which is kept with/near the Card unless reasonable steps have been taken to carefully disguise the PIN or to prevent unauthorised access to that record.

33. Error or Dispute Resolution

33.1 If you have a complaint or believe an error has occurred in any transaction, charge, refund or payment or on an Account statement, contact us promptly on the phone numbers listed at the front of this document, as set out in our communication (including Account statements) with you or by visiting one of our branches.

33.2 To assist investigations you need to provide: ●your name, address, Membership number, Card number, Account details; ●details of the transaction, charge, refund or payment in question; ●details of any error believed to have occurred on an Account statement; and ●amount of the suspected error or disputed transaction, charge, refund or payment. We may require you to confirm in writing the details of any error which you believe has occurred in relation to a transaction, charge, refund or payment, or to an Account statement. We investigate your complaint. We advise you in writing. If unable to resolve your complaint immediately, we advise of the investigation/resolution procedures. We may request further relevant details from you. Within 21 days of receipt of your complaint details we (1) complete our investigation and advise the results, or

(2) advise we require more time to complete our investigations. We complete our investigation within 45 days of receiving your complaint unless there are exceptional circumstances. If unable to resolve your complaint within 45 days we advise the reasons for the delay and provide monthly updates on investigation progress and its likely resolution date, except where we wait on a response from you and you have been so advised. If your complaint has not been resolved within 120 days of receipt of your complaint details, we resolve it in your favour. If we find an error was made, we make appropriate Account adjustments including interest/charges (if any) and advise you of the adjusted amount. When we advise you of the investigation outcome we give reasons for our decision by reference to these Conditions and (if applicable) the ePayments Code and advise of any Account adjustments. If you are not satisfied with the decision, you may wish to take the matter further. You may contact the Australian Financial Complaints Authority: GPO Box 3, Melbourne Vic 3001. Telephone: 1800 931 678. Email: info@afca.org.au. Web: www.afca.org.au. If we decide you are liable for all/part of a loss arising from unauthorised Card/PIN use we: (1) give copies of documents/other evidence we relied upon and (2) advise whether or not there was a system/equipment malfunction at the time of the transaction. If we fail to carry out these procedures or cause unreasonable delay, we may be liable for part/all of the disputed transaction amount where that failure/delay has prejudiced the investigation outcome.

33.3 If we resolve your complaint by exercising our rights under the operating rules applicable to the VISA credit card scheme, different time limits may apply. We inform you of those time limits and when you can reasonably expect a decision. We suspend your obligation to pay any amount which is the subject of your complaint or any credit or other charges related to that amount until your complaint has been resolved.

34. Regular Payment Arrangements:

34.1 Maintain a record of any regular payment arrangement you have entered into with a merchant.

34.2 To change or cancel any regular payment arrangement, contact the merchant at least 15 days prior to the next scheduled payment. If possible, retain a copy of this change/cancellation request. Should the merchant fail to act in accordance with your instructions to change or cancel a regular payment arrangement you may make a complaint to us in accordance with Clause 33.

34.3 Should your card details be changed (for example if your card was lost/stolen/expired and has been replaced) you must request the merchant change the details of your existing regular payment arrangement to ensure payments under the arrangement continue. If you fail to do so your regular payment arrangement may not be honoured, or the merchant may stop providing the goods/services.

34.4 Should your card be cancelled for any reason or should your card expire, immediately contact the merchant to change or cancel your regular payment arrangement, as the merchant may stop providing the goods/services.

35. Mistaken internet payments: this applies to internet payments to or from your account. In this clause – **ADI:** a subscriber to the ePayments Code that is an authorised deposit-taking institution, except an authorised deposit-taking institution that is a provider of purchased payment facilities as designated by the Australian Prudential Regulation Authority. **Holder:** an individual in whose name a 'Pay Anyone' internet banking facility has been established. For an internet payment from your account, it means you.

Internet payment: a payment through a 'Pay Anyone' internet banking facility and processed by an ADI through a direct debit or direct credit, as defined in the Bulk Electronic Clearing System Procedures. **Mistaken internet payment:** an internet payment where funds are paid into the account of an unintended recipient because the payment sender enters or selects a Bank/State/Branch (BSB) number and/or identifier that does not belong to the named and/or intended recipient, as a result of either the payment sender's error, or the payment sender being advised of the wrong BSB number and/or identifier. It does not include payments made using BPAY. **Payment sender:** a person authorised by the holder and a sending ADI to perform transactions using a 'Pay Anyone' internet banking facility held by the holder. **Receiving ADI:** ADI whose customer has received an internet payment. Where the internet payment is made to your account, it means us. **Sending ADI:** an ADI whose customer has made an internet payment. Where the internet payment is made from your account, it means us. **Unintended recipient:** recipient of funds as a result of a mistaken internet payment.

35.1 When you make an internet payment it is important that you enter the correct details of the recipient. There are risks if you make a mistaken internet payment. The funds may be credited to the account of an unintended recipient if the BSB number or account details do not belong to the named recipient. It may not be possible to recover funds from an unintended recipient.

35.2 To report a mistaken internet payment, contact us on 02 6763 5111 in business hours or use Online Banking to send us an email via the secure link.

35.3 We acknowledge receipt of your report of a mistaken internet payment, including telephone reports. Our acknowledgment does not have to be in writing, but enables you to verify that you have made a report and when it was made.

35.4 Where you report a mistaken internet payment, we investigate whether a mistaken internet payment has occurred.

35.5 If a sending ADI is satisfied that a mistaken internet payment has occurred, the sending ADI sends the receiving ADI a request for the return of the funds. If the sending ADI is not satisfied that a mistaken internet payment has occurred, the sending ADI is not required to take any further action.

35.6 When a receiving ADI receives a request from a sending ADI for the return of funds from a mistaken internet payment, the receiving ADI must within 5 business days acknowledge the request and advise the sending ADI whether there are sufficient funds in the account of the unintended recipient to cover the mistaken internet payment.

35.7 The procedures in clauses 36.8, 36.9 and 36.10 apply when a mistaken internet payment is reported by a payment sender, the sending ADI is satisfied that a mistaken internet payment has occurred, and there are sufficient credit funds available in the account of the unintended recipient to the value of the mistaken internet payment. The mistaken internet payment may be a payment made from your account or a payment made to your account.

35.8 When the report of the mistaken internet payment is made within 10 business days of making the payment: a) if satisfied that a mistaken internet payment has occurred, the receiving ADI must return the funds to the sending ADI, within 5 business days of receiving the request from the sending ADI, if practicable, or such longer period as is reasonably necessary, up to a maximum of 10 business days; b) if not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder; and c) the sending ADI must return the funds to the holder as soon as practicable.

35.9 When the report of the mistaken internet payment is made between 10 business days and 7 months after making the payment: a) the receiving ADI must complete its investigation into the reported mistaken payment within 10 business days of receiving the request; b) if satisfied that a mistaken internet payment has occurred, the receiving ADI must: i) prevent the unintended recipient from withdrawing the funds for 10 further business days; and ii) notify the unintended recipient that it will withdraw the funds from their account, if the unintended recipient does not establish that they are entitled to the funds within 10 business days commencing on the day the unintended recipient was prevented from withdrawing the funds; c) if the unintended recipient does not, within 10 business days, establish that they are entitled to the funds, the receiving ADI must return the funds to the sending ADI within 2 business days after the expiry of the 10 business day period, during which the unintended recipient is prevented from withdrawing the funds from their account; d) if the receiving ADI is not satisfied that a mistaken internet payment has occurred, it may seek the consent of the unintended recipient to return the funds to the holder; and e) the sending ADI must return the funds to the holder as soon as practicable.

35.10 When the report of the mistaken internet payment is made more than 7 months after making the payment: a) if the receiving ADI is satisfied that a mistaken internet payment has occurred, it must seek the consent of the unintended recipient to return the funds to the payment sender; b) if not satisfied that a mistaken internet payment has occurred, the receiving ADI may seek the consent of the unintended recipient to return the funds to the holder; c) if the unintended recipient consents to the return of the funds: i) the receiving ADI must return the funds to the sending ADI; and ii) the sending ADI must return the funds to the holder as soon as practicable.

35.11 Where the unintended recipient of a mistaken internet payment is receiving income support payments from Centrelink, the receiving ADI must recover the funds from the unintended recipient in accordance with the Code of Operation for Centrelink Direct Credit Payments.

35.12 Where the sending ADI and the receiving ADI are satisfied that a mistaken internet payment has occurred, but there are not sufficient credit funds available in the account of the unintended recipient to the full value of the mistaken internet payment, the receiving ADI must use reasonable endeavours to retrieve the funds from the unintended recipient for return to the holder (for example, by facilitating repayment of the funds by the unintended recipient by instalments).

35.13 We inform you in writing of the outcome of a report by you of a mistaken internet payment, within 30 business days of the day on which your report is made.

35.14 If you report a mistaken internet payment, you can complain to us about how the report is dealt with, including that we and/or the receiving ADI: a) is not satisfied that a mistaken internet payment has occurred; or b) has not complied with the processes and timeframes set out in this clause 36.

35.15 If you are not satisfied with the outcome of a complaint, you may complain to our external dispute resolution scheme, the Australian Financial Complaints Authority. Their contact details are: GPO Box 3 Melbourne VIC 3001; Telephone: 1800 931 678; Email: info@afca.org.au; Website: www.afca.org.au.

INFORMATION STATEMENT: THINGS YOU SHOULD KNOW ABOUT YOUR PROPOSED CREDIT CONTRACT

Paragraph 16 (1) (b) of the National Credit Code; reg 16 of the National Consumer Credit Protection Regulations 2010

Intro	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	<p>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.</p> <p>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.</p> <p>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.</p>
The contract continued	<p>4. Can I pay my credit contract out early? Yes. Pay your credit provider the amount required to pay out your contract on the day you wish to end your contract.</p> <p>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.</p> <p>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.</p> <p>7. Can my contract be changed by my credit provider? Yes, but only if your contract says so.</p> <p>8. Will I be told in advance if my credit provider is going to make a change in the contract? That depends on the type of change. For example</p> <ul style="list-style-type: none"> • 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. <p>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 Australian Financial Complaints Authority and can be contacted at Tel: 1800 931 678; Website: www.afca.org.au; Mail: GPO Box 3, Melbourne 3001. 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 1300 300 630 or through ASIC's website at http://www.asic.gov.au.</p>
Insurance	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>14. What happens if my credit contract ends before any insurance contract over mortgaged property? You can end the insurance contract and get a proportionate rebate of any premium from the insurer.</p>
General	<p>15. 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.</p> <p>16. What if my credit provider and I can not 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 18.</p> <p>17. Can my credit provider 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 harassed or threatened, contact the credit provider's external dispute resolution scheme or ASIC, or get legal advice.</p> <p>18. 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.</p>
NB	IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. 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 FREESERVICE 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 , Tel: 1800 931 678; Website: www.afca.org.au ; Mail: GPO Box 3, Melbourne 3001. PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.
Northern	Northern Inland Credit Union Ltd ABN 36 087 650 422 AFSL 235022 Australian credit licence 235022 Tel: 02 6763 5111 Email: info@nicu.com.au Head office: 481 Peel Street, Tamworth 2340 (fax: 6766 5535) Mail: PO Box 652, Tamworth 2340. Branches: ● 481 Peel Street Tamworth 2340 ● 73 Maitland Street, Narrabri 2390 ● 252 Conadilly Street, Gunnedah 2380
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