

Important Information

Changes Booklet for
Credit Cards and Personal
Lines of Credit

May 2025

This document contains important information about changes to your products if they are transitioning to a:

- Bendigo Bright Credit Card; or
- Bendigo HomeBuyer Power.

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Introduction

This booklet provides you with information about the upcoming changes that will apply to your existing credit card or line of credit facility as part of their transition to equivalent Bendigo Bank products if we tell you your product is transitioning to one of the following types of products:

- Bendigo Bright Credit Card; or
- Bendigo HomeBuyer Power.

The “How to use this booklet” section below and the letter we give you will assist you to understand which parts of this booklet are relevant to you.

To ensure you understand the changes to your products and accounts we encourage you to carefully read the parts of this booklet that are relevant to you, together with the letter we give you and other communications we give you.

The information included in this booklet, including information about interest rates and fees, is correct as at 8 April 2025.

We realise this is a lot of information. If you are unsure about anything in this booklet, which parts of this booklet are relevant to you, or anything else about the upcoming changes, please contact us.

How to use this booklet

The remainder of this booklet is divided into the following different parts:

- **Part A – Changes to account access and payments**

Part A provides information about the changes to the ways in which you can access and make payments to or from your accounts including details of the cancellation of your existing access methods and the issue of replacement payment facilities. It also provides some other general information that applies to various types of products and accounts. Part A is relevant to all account types.

- **Part B – Changes to your credit card**

Part B provides information about the changes to your credit card if it is transitioning to a Bendigo Bright Credit Card.

- **Part C – Changes to your line of credit**

Part C provides information about the changes to your line of credit if it is transitioning to a Bendigo HomeBuyer Power line of credit.

- **Part D – Bendigo Credit Card Terms & Conditions**

Part D contains a copy of the terms and conditions that will apply from the transition date if you have a credit card that is transitioning to a Bendigo Bright Credit Card.

- **Part E – Bendigo Home Equity Loan (Regulated) Terms & Conditions**

Part E contains a copy of the terms and conditions that will apply from the transition date if you have a line of credit that is transitioning to a Bendigo HomeBuyer Power line of credit.

Part A – Changes to account access and payments

This part of this booklet summarises the changes to the ways in which you can access and make payments to or from your accounts, including details of the cancellation of your existing access methods and the issue of replacement payment facilities. It also provides some other general information.

Further information is provided in the later parts of this booklet and the terms and conditions documents that are referred to in this booklet.

Your account details – new BSB and Account numbers

From the transition date the BSB for your accounts will be 633 000.

You will also receive a new account number for each account held. We will write to you again before the transition date to advise you of the new account number for each of your accounts and it will also be available in e-banking from the transition date (see below).

Online Banking (now, Bendigo e-banking)

Cancellation of your existing Online Banking

From the transition date you will no longer be able to access Adelaide Bank Online Banking.

Instead, you will have access to Bendigo Bank's internet banking facility which is known as Bendigo e-banking and can be accessed through a web browser at www.bendigobank.com.au or using the Bendigo Bank app (see below).

We will separately advise you whether Bendigo e-banking access will be issued to any authorised operators who have Online Banking access for your accounts prior to the transition date.

Statements of account issued to you prior to the transition date that were available through Adelaide Bank Online Banking will be available in Bendigo e-banking after the transition date.

Accessing Bendigo e-banking

If you are a current Adelaide Bank Online Banking user immediately prior to the transition date we will register you for Bendigo e-banking access from the transition date. We will provide you with the information you need to access Bendigo e-banking before the transition date.

Bendigo Bank e-banking app

The Bendigo Bank app is available to download for free for compatible smart phones or tablets from the App Store (for iOS devices) or Google Play (for Android device).

After the transition date you can log into the Bendigo Bank app using your Bendigo e-banking Access ID and password.

When you log in to the Bendigo Bank app for the first time, you can set it up to allow you to log on quickly and securely in the future using a four-digit PIN (Personal Identification Number) or, if you have a compatible device, Face ID® or fingerprint.

Pay Anyone Payments

Bendigo e-banking offers multiple types of Pay Anyone Payments:

- **Osko Payments**

We process Osko Payments immediately and funds are generally available to the payee in near real-time.

- **Fast Payments**

We generally process Fast Payments immediately but when funds are available to the payee depends on their financial institution.

- **Direct Entry Payments**

Traditional payments made to other financial institutions that may take up to 2 business days to be received. Payments you request before 7:00pm (AEST/AEDT) on business banking days will be processed

by us on the same day. Payments you request after 7:00pm (AEST/AEDT) or on a weekend, public holiday or bank holiday will be processed by us on the next business banking day. It may take up to one business day for the payments to be processed by the payee's financial institution after we process it.

We will tell you if we are sending a Pay Anyone Payment as an Osko Payment or a Fast Payment when we accept a payment instruction from you.

Pay Anyone Payments are subject to a daily Pay Anyone limit that applies to all Pay Anyone Payments including payments made by Osko, Fast Payments and Direct Entry Payments. If we register you for Bendigo e-banking access for the first time from the transition date, your existing Adelaide Bank Online Banking daily payment limit will continue to apply in Bendigo e-banking. You can request that we change your Pay Anyone daily limit by contacting us.

Payments made by Osko and Fast Payments also have a separate fixed daily maximum sub-limit of \$30,000 per Access ID. Pay Anyone Payments that exceed this sublimit will be sent as Direct Entry Payments.

Any "Payees" you have saved in Adelaide Bank Online Banking will automatically be transferred across to your Bendigo e-banking.

Most future-dated and regular payments you have set up for your accounts in Adelaide Bank Online Banking (including BPAY payments) will carry over to Bendigo e-banking and will still be processed from your account after the transition date. A small number of future-dated or regular payments will not carry over where the payment frequency you have requested is not available in Bendigo e-banking. We will advise you in later communications what you will need to do in relation to these payments.

BPAY®

Bendigo e-banking offers the ability to make BPAY payments to BPAY billers.

From the transition date, you will also be able to register for BPAY View®, which is a free service that allows you to opt out of paper bills and instead receive, view, and pay your bills with participating BPAY billers through Bendigo e-banking.

BPAY payments made before 6:30pm (AEST/AEDT) on business banking days will be processed that night. BPAY payments made after 6:30pm (AEST/AEDT) or on a weekend, public holiday or bank holiday will be processed on the next business banking day.

Telegraphic Transfers

Where available for your account type, you will now be able to perform domestic and overseas Telegraphic Transfers in Australian and foreign currencies via Bendigo e-banking.

Telegraphic Transfers are an additional service that you must be registered for via Bendigo e-banking.

Telegraphic Transfers made after 3:00pm (AEST/AEDT) or on a weekend, public holiday or bank holiday will be processed by us on the next business banking day.

Future statements of account

After the transition date, we will continue to give you statements of account electronically or by post in the same way as you are currently receiving your statements of account.

If you have Bendigo e-banking you will be able to access electronic statements (e-statements) in PDF format via the Bendigo e-banking platform, even if you are receiving statements by post. e-statements are a convenient and environmentally friendly alternative to paper statements. If you are currently receiving paper statements and would like to only receive e-statements, you can do so by updating your statement preference in Bendigo e-banking after the transition date.

If you would like to only receive e-statements you will need to provide an email address. This email address will be used to notify you when you have a new e-statement available for viewing in Bendigo e-banking and you can then access and download your e-statements through Bendigo e-banking.

Bendigo Phone Banking

The Bendigo Phone Banking service gives you a range of options including transferring funds, accessing account balances, and paying bills.

If Bendigo Phone Banking is available for your accounts, you will be able to register for Bendigo Phone Banking by contacting us on or after the transition date. We will not automatically issue you with a new Access Number or PIN to access Bendigo Phone Banking on the transition date.

Once registered, you can access Bendigo Phone Banking by calling 1300 236 344 and entering your Access Number and PIN.

When you call Bendigo Phone Banking for the first time, you will be asked to select your own five-digit PIN. Your Bendigo Phone Banking PIN should be kept secret to ensure you are the only person who can access your accounts.

Cards

All cards (including debit and credit cards)

If you currently have a Visa Debit or Credit card for your Adelaide Bank account it will be cancelled on the transition date and we will issue you (and any applicable additional cardholders) with a replacement Debit or Credit Mastercard® which provides easy and secure access, wherever Mastercard® is accepted.

Your replacement Debit or Credit Mastercard® will be sent to you by post prior to the transition date but you will only be able to use the replacement card from the transition date.

You will need to activate your replacement card and select a PIN before you use it. Clear instructions about how you can activate your replacement card and set your PIN will be sent with your replacement card and can be done through Bendigo e-banking or by contacting us.

Verified by Visa will no longer be available from the transition date and will be replaced with Mastercard Identity Check™.

If you have authorised merchants to charge your existing Visa Debit or Credit card automatically (for example, insurance expenses or gym membership) you will need to contact them and provide them with your replacement Debit or Credit Mastercard® details on or after the transition date to ensure any charges are processed.

From the transition date, you must use your replacement Debit or Credit Mastercard® and cease using your existing Visa Debit or Credit cards. There will be no redirections in place so any charges attempted to be charged to your Visa Debit or Credit card after the transition date may be declined or fail.

If you would like to receive a list from us of recurring payments that have been processed to your Adelaide Bank accounts over the past 13-months, please call us before the transition date.

Purchases and refunds completed using your existing Visa Debit or Credit card usually take a few days to be processed to your account.

Debit cards

Currently, Adelaide Bank permits one Visa Debit card to be linked to multiple accounts. However, after the transition date, each Bendigo Bank Debit Mastercard® may only be linked to one account.

If you have more than one account linked to your Visa Debit card we will issue you with multiple replacement Debit cards to replace your existing Adelaide Bank Debit card (one for each account). If this applies to you, you can ascertain which Debit card is linked to which account in Bendigo e-banking. If you wish, we can also add a notation to your card. Please contact us if you would like to discuss this or arrange for this to occur.

Cash withdrawal limits

From the transition date, the maximum amount you may withdraw in cash at an ATM or EFTPOS terminal in a day is \$1,000 per Debit Card, unless we agree otherwise with you.

You can request a different limit by contacting us.

Digital wallets

From the transition date, the digital wallets supported by Bendigo Bank include:

- **Apple Pay**

Upload your card to your Apple device via the Wallet or Bendigo Bank app. No more worries about leaving your wallet in the car, no more waiting for a plastic card to arrive. Just easy, secure payments using Apple Pay.

- **Google Pay**

Upload your card to your Google device via the Google Pay app or Bendigo Bank app. Google Pay is the fast, simple way to pay with your Bendigo Bank card in stores and online.

- **Samsung Pay**

Upload your card to your Samsung device via the Samsung Pay app. Access your favourite cards on your Samsung phone to make payments on the go, just by tapping your device.

- **Garmin Pay**

Garmin Pay™ lets you make purchases quickly and effortlessly with nothing needed but your watch.

To use a digital wallet, you will need to add your replacement Bendigo Bank Mastercard to the digital wallet on or after the transition date.

Other payments to and from your account

Direct debits from and direct credits to your accounts

Where possible, we will arrange for direct debits and direct credits which have been setup for your existing Adelaide Bank account details to be redirected to your corresponding Bendigo Bank account details for a limited time after the transition date and any payment authorised prior to the transition date will be redirected to your new Bendigo Bank account number during this period.

In some cases the other party to the direct debit or direct credit arrangement may require your authorisation to update the direct debit or direct credit arrangement.

Examples of direct debits that may be setup to debit funds from your account include regular payments you are required to pay to insurance companies, energy providers and subscription services.

Examples of direct credits that may be setup to credit funds into your account include your salary from your employer and other regular payments you receive such as Centrelink benefits.

On and after the transition date you should review all direct debits and direct credits setup with your Adelaide Bank account details to ensure they are updated to your new Bendigo Bank account details. You may need to contact relevant third parties to update your account details with them.

From the transition date, your new Bendigo Bank BSB and account number must be used to establish any new direct debits or direct credits. You must not use your Adelaide Bank account numbers to receive payments to your accounts.

If you wish to receive a list from us of direct debits and direct credits that have been processed to your Adelaide Bank accounts for the past 13-months, please contact us before the transition date.

Cheques

You will no longer be able to use any Adelaide Bank cheques we have provided to you on or after the transition date. If you do, the cheques may be dishonoured (but you will remain liable for the cheque if we honour it). Please ensure you securely destroy any unused Adelaide Bank cheque books on the transition day.

Any cheques that you have written before the transition date that have not been presented for payment by the transition date may be redirected to your new Bendigo Bank account details when presented for a limited time after the transition date.

As part of our work towards the phasing out of the use of cheques, new or replacement cheque books will not be issued.

To learn about other payment methods available to you, please visit www.bendigobank.com.au/cheques.

Automatic Payments

From the transition date you will be able to set up automatic payments from some Bendigo Bank accounts.

Automatic payments supported by Bendigo Bank include:

- **Periodical payments**

Payments from your account to another account with us or with another financial institution or to a third party. Please contact us if you would like to discuss this or arrange for this to occur.

- **Sweep facility**

Payments from your nominated account with us to a Bendigo Credit Card or another account with us. You will need to contact us if you would like to discuss this or arrange for this to occur.

- **Direct Debits**

See 'Direct debits from and direct credits to your accounts' above.

For Automatic Payments, if a payment date falls on a day other than a business day, funds must be available by 10.00am (AEST/AEDT) on the previous business day.

Additional information

PayID

A PayID is a simpler way to send and receive payments. It replaces the need to provide financial account details, such as BSB and account number, when sending and receiving payments.

Instead, PayID allows you to use certain details that are likely to be easier to remember, such as your email address or your mobile phone number.

From the transition date you will be able to create PayIDs in Bendigo e-banking for your eligible Bendigo Bank accounts.

The Consumer Data Right and Open Banking

Open Banking is part of the broader Consumer Data Right (CDR), introduced by the Australian Government to give you more access to your data and make it easier to:

- compare products and services; and
- access new and improved services.

Open Banking will enable you to share your data with accredited providers via a simple, easy to use and secure automated process. You can see the list of providers accredited by the ACCC and access more information about the CDR by visiting the CDR website at www.cdr.gov.au.

You can access a copy of our Bendigo Bank Consumer Data Right Policy online at www.bendigobank.com.au/open-banking.

From the transition date, you will be able to access your data through the CDR as described in our Bendigo Bank Consumer Data Right Policy.

Comprehensive Credit Reporting

We participate in comprehensive credit reporting in relation to Bendigo Bank consumer credit facilities.

If you have an Adelaide Bank loan that is already participating in comprehensive credit reporting it will continue to do so after the transition date. The only change that affects you will be that you may now see Bendigo Bank listed as the credit provider on your credit report instead of Adelaide Bank.

If you have another type of consumer credit facility with us, we will commence participating in comprehensive credit reporting in relation to your facility from the transition date which will result in changes to the information we disclose about you and your consumer credit facility to credit reporting bodies. In addition to the information we currently disclose, we will also be regularly disclosing:

- information about your current consumer credit facilities with us including the type of credit, the credit limit and the open and close dates of the related account(s);
- information about whether your repayments have been paid on time (allowing a 14-day grace period); and
- information about whether your repayment obligations have been affected by an agreed financial hardship arrangement.

Please note, if your credit facility has expired, this may be reported as overdue in the repayment history information displayed on your credit report.

If you have overdue repayments, the repayment history information we disclose to credit reporting bodies will be reported as overdue and may adversely impact your credit score.

The Bendigo Bank website includes a Credit Reporting Statement of Notifiable Matters which sets out important information about credit reporting including the name and contact details of the credit reporting bodies we are likely to disclose your credit information to, how you can obtain a copy of our Credit Reporting Policy or the credit reporting bodies' Credit Reporting Policies, and information about certain rights you have.

Go to www.bendigobank.com.au/privacy-policy/ to view our Credit Reporting Statement of Notifiable Matters and Credit Reporting Policy.

You can also request a copy of the information in our Credit Reporting Statement of Notifiable Matters in an alternative form (such as a printed hard copy) by contacting us.

You can also find out more information about credit reporting online at www.creditsmart.org.au.

Part B – Changes to your credit card

It is important that you read this part of this booklet and the terms and conditions documents referred to in this part of this booklet carefully if your credit card is transitioning to a Bendigo Bright Credit Card.

You can contact us after the transition date to discuss the different options available to you if you'd like to change to a different type of Bendigo Bank credit card.

1. Changes to terms and conditions

From the transition date, the terms and conditions set out in the ***Bendigo Credit Card Terms & Conditions (15 May 2025)*** together with the relevant details set out in this booklet and any other notices we give you will apply to your credit card. A copy of those terms and conditions is included in Part D of this booklet.

Any reference to your "Credit Card Schedule" in those terms and conditions is to be read to mean the current contractual terms and conditions that apply to your credit card, as varied and supplemented by this booklet and any other notices we give you.

In addition, the terms and conditions set out in the ***Bendigo Payment Facilities Terms and Conditions (15 May 2025)*** will apply to any payment facilities we make available to you in relation to your credit card account as described in the Bendigo Credit Card Terms & Conditions (15 May 2025). The Bendigo Payment Facilities Terms and Conditions (15 May 2025) have been published on our website at www.bendigobank.com.au/disclosure-documents/ and are available on request. By using a payment facility we make available to you (for example, by logging into Bendigo e-banking) you confirm your agreement to these terms and conditions.

Please read both of these terms and conditions documents carefully and get in contact with us if you have any questions.

2. Changes to credit fees and charges

On the transition date, the fees and charges that are payable by you in relation to your credit card will change and will be as follows.

Monthly and annual fees

From the transition date you will be required to pay an annual fee of \$59 per credit card account per year. The first annual fee will be charged one year after the transition date. We will continue to charge this fee at the same time every year thereafter.

Other fees and charges

From the transition date, the following other fees and charges will be payable by you in relation to your credit card and will replace the current fees and charges that apply (except in relation to monthly and annual fees which are payable as set out above in this section).

| Fee | Amount |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| Bank@Post withdrawal¹ – payable when you make a withdrawal at a Bank@Post terminal in an Australia Post Office using a Bendigo Bank card where this facility is available | \$4.00 |
| Bank@Post deposit¹ – payable when you make a deposit at a Bank@Post terminal in an Australia Post Office using a Bendigo Bank card where this facility is available | \$4.00 |
| EFT Credit Transfer – payable each time we accept funds to be credited to an account at another bank | \$4.00 |
| Periodical payment by cheque – payable when you instruct us in writing to make a regular payment by cheque for a fixed amount from a Bendigo Bank account to a non-Bendigo Bank account. This fee is payable each time the payment is made. | \$3.75 |

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| Periodical payment to other financial institution – payable when you instruct us in writing to make a regular payment for a fixed amount from a Bendigo Bank account to an account at another financial institution. This fee is payable each time payment is made. | \$3.75 |
| Direct Debit Dishonour Fee – payable when a direct debit from your account is dishonoured due to insufficient available funds | \$10.00 |
| Late Payment Fee – payable each time you fail to pay your Minimum Repayment as stated on a Statement of Account by its due date | \$15.00 |
| Non-Bendigo Bank International ATM Enquiry² – payable when you make an enquiry internationally at a non-Bendigo Bank ATM using a Bendigo Bank card | \$1.50 |
| Non-Bendigo Bank International ATM Withdrawal² – payable when you make a withdrawal internationally at a non-Bendigo Bank ATM using a Bendigo Bank card | \$5.00 |
| Replacement PIN – payable if we issue a replacement Personal Identification Number (PIN) for a Bendigo Debit or Credit card | Free |
| Replacement Card Fee – payable whenever we issue you a replacement, reissue or redirection card other than by standard post at your request | \$15.00 |
| International Transaction Fee - 3% of the Transaction amount (in AUD) payable for each Transaction which is conducted in a currency other than Australian dollars (AUD) or in Australian dollars (AUD) but with or using a merchant, payment processor, financial institution or other entity (including an online merchant) who is outside of Australia. | |
| Cash Advance Fee - \$3.00 or 3% of the Transaction amount (in AUD), whichever is greater. Payable each time we provide credit in the form of cash or you perform a Transaction we treat as being equivalent to cash. Cash Advances include: | |
| <ul style="list-style-type: none"> • Cash withdrawals in-branch or through an ATM (including ATMs provided by other providers); • Cash withdrawals or 'cash out' at electronic funds transfer point of sale (EFTPOS) terminals, if and where available; • Pay Anyone Payments and Internal Transfers using Bendigo Phone Banking or Bendigo e-banking (including through the Bendigo Bank app); • Direct debits you establish using the BSB and Account number for your Account; • Any other Transaction you perform or authorise using the BSB and Account number for your Account; • Transactions performed with a merchant or through a payment terminal setup with a merchant category code that relates to gambling or lotteries; and • Transactions relating to gambling or the purchase of lottery tickets or prepaid cards or money transfers. | |

- 1 This Fee will continue to be charged where the bank is notified that all customers of the account are deceased, as a service will continue to be performed.
- 2 Other financial institutions may charge you a fee for using their ATMs. This fee will be displayed at the time of the transaction and allows the customer to accept or decline the fee as shown. If using your credit card interest will be charged from the day the transaction is completed.

Where are fees and charges debited

From the transition date, fees and charges payable by you will be debited to your credit card account as and when they become payable.

3. Changes to interest

Annual Percentage Rates

From the transition date the Annual Percentage Rates that apply to purchases and cash advances will change to the respective rates that apply for the Bendigo Bright Credit Card. We will confirm the Annual Percentage Rates that will apply closer to the transition date.

Interest free periods

On the transition date, the way interest free periods work in relation to purchases that form part of your account balance for your credit card will change.

Clause 6.2 of the Bendigo Credit Card Terms & Conditions (15 May 2025) included in Part D of this booklet explains how interest free periods will apply after the transition date in relation to your credit card.

As part of the transition, your interest free eligibility will reset on the transition date and an interest free period will apply to all purchases performed after the transition date while your account remains interest free eligible.

Interest free periods and eligibility will continue, end and restart in accordance with the abovementioned clause of your terms and conditions.

There are no interest free periods for cash advances and interest will accrue on cash advances from the date they are debited to your credit card account until they are repaid, including any cash advances debited to your credit card account prior to the transition date.

How interest is calculated

From the transition date interest will be calculated on the relevant daily balance of your credit card account (that is, those parts of your account balance that are subject to interest charging), by applying the daily percentage rate to that relevant daily balance.

When interest is debited

From the transition date, interest will be debited to your credit card account monthly on the statement date. This may be different to the date on which interest is currently being debited to your account.

4. Changes to your credit limit

No changes are being made to your approved credit limit on the transition date. However, from the transition date, acting reasonably, we may reduce your credit limit to the balance of your account at any time.

Clause 13.1(a) of the Bendigo Credit Card Terms & Conditions (15 May 2025) included in Part D of this booklet describes our right to reduce your credit limit.

5. Changes to your repayments and account closure

Minimum repayments

From the transition date, when your credit card account has a debit balance you must make minimum repayment of:

- 3% of the closing balance shown on the statement of account rounded up to the nearest dollar; or
- \$10,

whichever is the greater. You must also pay any overdue amount from previous statements.

However, if the closing balance on the statement of account is less than \$10 you must pay the closing balance in full.

Account closure

From the transition date, acting reasonably, we may close your account at any time in which case you must continue to make repayments until your balance is repaid – see clause 14.2 of the Bendigo Credit Card Terms & Conditions (15 May 2025) included in Part D of this booklet.

Making repayments and how repayments are applied

From the transition date you will be able to make repayments to your credit card account by:

- making a BPAY payment to your credit card account;
- making an Internal Transfer to your credit card account within Bendigo e-banking or Bendigo Phone Banking;
- instructing us or another financial institution to make a payment or transfer to your credit card account; or
- making a payment (by cash or cheque) to your credit card account at any Bendigo Bank branch or through Bank@Post.

See clauses 6.4 and 7.2 of the Bendigo Credit Card Terms & Conditions (15 May 2025) included in Part D of this booklet for information about repayments including how repayments will be applied and when they are taken as being received.

6. Changes to how authorised signatories can access and operate your account

From the transition date you will be able to ask us to authorise one or more people to access and operate your credit card as an additional cardholder.

Clause 4 of the Bendigo Credit Card Terms & Conditions (15 May 2025) contains details of how you can authorise an additional cardholder and your liability for the actions of additional cardholders.

Any existing additional cardholder authorisations you have in place in relation to your existing Adelaide Bank credit card immediately prior to the transition date will continue after the transition date in relation to your Bendigo Bank credit card and we will issue each existing additional cardholder with a replacement credit card shortly before the transition date (unless you instruct us otherwise).

7. Changes to transaction limits

Unless we agree or notify you otherwise, the following limits will apply to your credit card from the transition date:

- A daily limit of \$1,000 for cash advance transactions; and
- A daily limit of \$25,000 for purchases.

These limits apply in addition to the applicable limits described in Part A of this booklet.

Important! These changes may increase your liability in the case of unauthorised transactions.

After the transition date we may change the daily and other periodic limits that apply to your credit card and relevant payment facilities from time to time as set out in the applicable terms and conditions.

8. Changes to your liability in relation to transactions

The terms and conditions that will apply to your credit card from the transition date contain details about when you will and will not be liable for transactions performed from the transition date.

You should read these terms and conditions carefully. In particular, please read clause 10 of the Bendigo Credit Card Terms & Conditions (15 May 2025).

9. Changes to how you can access your account

Part A of this booklet and the separate letter and other notices we give you provides general information about the changes to how you will be able to access your credit card account after the transition date. Any existing payment access methods you have (such as cards and internet banking) will be cancelled on the transition date and replacement payment facilities issued to you.

From the transition date you will be able to access your credit card account using the following payment facilities and features:

| Payment Facilities | Availability |
|--------------------------------------|---------------------|
| Mastercard® | Available |
| In-branch banking | Available |
| Bank@Post™ | Available |
| Bendigo Phone Banking | Available |
| Bendigo e-banking | Available |
| BPAY & BPAY View ® through e-banking | Available |
| Pay Anyone (including OSKO®) | Available |
| Automatic Payments | Available |
| Telegraphic Transfers | Available |
| Digital Wallets | Available |

10. Changes to your Statements

From the transition date we will issue you with a statement of account every month on or about the same date of the month.

See 'Future statements of account' in Part A of this booklet for details about we will give you statements of account from the transition date.

11. Future changes to terms and conditions

We may make further changes to your credit card and the terms and conditions that apply to your credit card after the transition date as set out in the terms and conditions that will apply to your credit card from the transition date. You should read these terms and conditions carefully.

In particular, please read clause 13 of the Bendigo Credit Card Terms & Conditions (15 May 2025) included in Part D of this booklet which describes the types of changes we can make and when we will notify you of changes.

12. Changes to how we will communicate with you

From the transition date we may communicate with you as set out in the terms and conditions that apply to your credit card after the transition date, including electronically.

Clause 5.2 of the Bendigo Credit Card Terms & Conditions (15 May 2025) included in Part D of this booklet describes how we may communicate with you.

13. Changes to our security

If your credit card account is secured as part of an Adelaide Bank secured credit card facility, that security will no longer apply to your credit card from the transition date (although the security will continue to secure any other amounts it secures immediately prior to the transition date).

Part C – Changes to your line of credit

It is important that you read this part of this booklet and the terms and conditions documents referred to in this part of this booklet carefully if your line of credit is transitioning to a Bendigo HomeBuyer Power line of credit.

1. Changes to terms and conditions

From the transition date, the terms and conditions set out in the **Bendigo Bank Home Equity Loan (Regulated) Terms & Conditions (15 May 2025)** (including the Electronic Banking Conditions of Use set out in that document) together with the relevant details set out in this booklet and any other notices we give you will apply to your line of credit from the transition date. A copy of those terms and conditions is included in Part E of this booklet.

Any reference to “overdraft facility” in those terms and conditions includes your line of credit account and any reference to the “Schedule” in those terms and conditions is to be read to mean the current contractual terms and conditions that apply to your line of credit, as varied and supplemented by this booklet and any other notices we give you.

In addition, the terms and conditions set out in the **Bendigo Personal Accounts and Facilities Terms & Conditions (15 May 2025)** and the fees and charges details in the **Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates (15 May 2025)** will apply in relation to your line of credit as described in the Bendigo Bank Home Equity Loan (Regulated) Terms & Conditions (15 May 2025).

Copies of the Bendigo Personal Accounts and Facilities Terms & Conditions (15 May 2025) and the Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates (15 May 2025) have been published on the Bendigo Bank website at www.bendigobank.com.au/disclosure-documents/ and copies are also available on request.

2. Changes to credit fees and charges

Monthly and annual fees

Instead of an annual fee, a Monthly Service Fee of \$10 per month will apply to your line of credit from the transition date. The Monthly Service Fee will be debited to your account on the last day of each statement period.

Other fees and charges

From the transition date, the following fees and charges will be payable by you in relation to your line of credit and will replace the current fees and charges that apply (except in relation to monthly and annual fees which are payable as set out above).

Fees

Bank Cheque Fee: We charge \$10.00 for each bank cheque we draw. When we draw a bank cheque the fee will be debited to your overdraft account when we issue the cheque and is payable after that as part of your overdraft account balance.

Discharge Administration Fee: \$350.00 is payable (a) in relation to each security that you request us to partially or fully release or discharge; and (b) where your overdraft facility is cancelled and no security is released or discharged.

The fee will either be (a) included in the amount you must pay us in order to repay your overdraft account balance in full following cancellation of your overdraft facility, or (b) debited to your overdraft account. If it is debited to your overdraft account, the fee will be payable as part of your overdraft account balance.

Duplicate Fee: \$16.50 inclusive of GST for each copy of any document you request (apart from copies of documents you are entitled to obtain under the National Credit Code) is debited to your overdraft account when you make the request. This fee is payable after that as part of your overdraft account balance.

Variation Fee - Simple: \$150.00 is payable and debited to your overdraft account in each of the following instances: · Consent - when (a) we consent to the creation of a subsequent security interest in favour of another person over any security property; (b) consent to enter into a Deed of Priority in relation to a security; or (c) consent to a lease, change or dealing affecting the security property (for example, we consent to a subdivision of the security property). The fee is payable as part of your overdraft account balance. A Production Fee may also apply if we need to produce a document to any Land Titles Office.

Variation Fee - Complex: \$300.00 is debited to your overdraft account in each of the following instances: · Property Substitution - when you ask us to substitute a new property for a security property. This fee is payable after that as part of your overdraft account balance.

Rate Variation Fee: \$100.00 is payable and debited to your overdraft account when you ask us to renegotiate a new interest rate. The fee is payable as part of your overdraft account balance.

Additional Document Preparation Fee: \$100.00 per document is debited to your overdraft account when we produce a Deed of Priority, Deed of Variation, Deed of Covenant or Deed of Ratification.

Subsequent Valuation Fee: The amount we have to pay a valuer we appoint to provide us with a valuation for any mortgaged property, inclusive of GST, is payable prior to the ordering of the valuation. If no payment is received, the Valuation Fee will be deducted as part of your overdraft account balance.

Subsequent Registration Fee: The amount we have to pay to the relevant government body to register any additional document we become aware after the disclosure date that we want to register is debited to your overdraft account when we arrange for registration of the document. This fee is payable after that as part of your overdraft account balance.

Registration Fees and Stamp Duty: The amount that must be paid to any relevant government body for registration fees and/or stamp duty payable for or in connection with the contract and/or a security (that we become aware after the disclosure date must be paid) is debited to your overdraft account when we become aware that the registration fees and/or stamp duty must be paid. This fee is payable after that as part of your overdraft account balance.

Legal Fees: The amount of costs and disbursements, inclusive of the Goods and Services Tax, we have to pay to any solicitors acting for us in connection with the contract and/or a security (apart from enforcement expenses and Solicitors Fees and Solicitors Disbursements referred to above) is debited to your overdraft account when we incur these costs and disbursements. This fee is payable after that as part of your overdraft account balance.

Consent or Production Fees: Amounts we have to pay to a holder of a security interest to obtain their consent to registration of a security or production by them of a title at any Land Titles Registration Office to enable registration of a security.

In addition, the relevant fees and charges set out in the **Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates (15 May 2025)** will also apply in relation to transactions performed in respect of your line of credit from the transition date. A copy of this Schedule has been published on the Bendigo Bank website at www.bendigobank.com.au/disclosure-documents/ and copies are also available on request by contacting us.

Where are fees and charges debited

From the transition date, fees and charges payable by you will be debited to your line of credit account as and when they become payable.

3. Changes to interest

There will be no change to the rate of interest that applies in relation to the interest you are required to pay on the debit balance of your line of credit on the transition date as part of the transition of your line of credit. However, the way in which the Annual Percentage Rate for your line of credit is determined will change so it is important that you understand how your Annual Percentage Rate is determined to understand future changes to your Annual Percentage Rate.

From the transition date, your Annual Percentage Rate will be determined by referring to a reference rate and, in some cases, applying a margin.

We will write to you before the transition date to tell you the reference rate and margin (if any) that applies to your line of credit to determine the Annual Percentage Rate from the transition date.

What reference rate applies to your line of credit and where are reference rates published

Reference rate table

| <i>If...</i> | <i>Your reference rate will be the...</i> |
|---------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| Our records indicate that the mortgaged property for your line of credit is your principal place of residence | Bendigo Home Equity Loan Variable Rate |
| Our records indicate that the mortgaged property for your line of credit is residential investment property | Home Equity Investment Rate |

Both of the above reference rates are published in the Schedule of Interest Rates on the Bendigo Bank website and in any Bendigo Bank branch. Future changes to the reference rates will be notified to you as set out in the applicable terms and conditions that apply to your line of credit after the transition date (see the 'Changes to terms and conditions' section above) which may include by publishing the reference rates in a newspaper.

When interest is debited

From the transition date, interest will be debited to your account monthly on or about the same date of the month. This may be different to the date on which interest is currently being debited to your account.

No interest on credit balances

No interest is payable to you when your line of credit account has a credit balance.

4. Changes to your credit limit

No changes are being made to your approved credit limit on the transition date.

However, from the transition date:

- we will continue to decrease your credit limit each month as previously agreed with you; and
- we may also change your credit limit at any time as set out in clause 4 of the Bendigo Bank Home Equity Loan (Regulated) Terms and Conditions (15 May 2025) included in Part E of this booklet.

If we change your credit limit after the transition date and, as a result, the debit balance of your account exceeds the credit limit, you must immediately pay the amount by which that balance exceeds the credit limit.

5. Changes to your repayments

At call facility repayable on demand

From the transition date, your line of credit is an at call facility and, acting reasonably, we can demand at any time that you pay to us the debit balance of your account – see clause 3 of the Bendigo Bank Home Equity Loan (Regulated) Terms and Conditions (15 May 2025) included in Part E of this booklet.

Minimum repayments

From your transition date, you are no longer required to make minimum repayments each month. However, unless and until we require you to repay the debit balance of your account in full (see above), you must make such payments as are required to ensure the debit balance of your account does not exceed your credit limit (as changed from time to time) – see clause 3 of the Bendigo Bank Home Equity Loan (Regulated) Terms and Conditions (15 May 2025) included in Part E of this booklet.

How you can make repayments

From the transition date you will be able to make repayments to your line of credit account by:

- making a BPAY payment to your line of credit account;
- making an Internal Transfer to your line of credit account within Bendigo e-banking or Bendigo Phone Banking;
- instructing us or another financial institution to make a payment or transfer to your line of credit account; or
- making a payment (by cash or cheque) to your line of credit account at any Bendigo Bank branch or through Bank@Post.

6. Changes to how authorised signatories can access and operate your account

From the transition date you will be able to ask us to authorise one or more people to access and operate your line of credit account as authorised signatories or additional cardholders – see clause 7 of the Bendigo Bank Home Equity Loan (Regulated) Terms and Conditions (15 May 2025) included in Part E of this booklet for details including your liability for the actions of authorised signatories and additional cardholders.

Any existing authorised operator and additional cardholder authorisations you have in place in relation to your Adelaide Bank line of credit account immediately prior to the transition date will continue as authorised signatory and additional cardholder authorisations after the transition date in relation to your Bendigo Bank line of credit account unless you instruct us otherwise. We will issue each additional cardholder with a replacement Mastercard shortly before the transition date (unless you instruct us otherwise).

7. Changes to transaction limits

Please see Part A of this booklet for details of the periodic transaction limits that apply in relation to payment facilities we issue for your line of credit account for use from the transition date.

Important! These changes may increase your liability in the case of unauthorised transactions.

After the transition date we may change the daily and other periodic limits that apply to your line of credit account and relevant payment facilities from time to time as set out in the applicable terms and conditions.

8. Changes to your liability in relation to transactions

The terms and conditions that apply to your line of credit account contain details about when you will and will not be liable for transactions from the transition date.

You should read these terms and conditions carefully. In particular, please read clause 23 of the Bendigo Bank Home Equity Loan (Regulated) Terms and Conditions (15 May 2025) carefully.

9. Changes to how you can access your account

Part A of this booklet and the separate letter and other notices we give you provide general information about the changes to how you will be able to access your line of credit account after the transition date. Any existing payment access methods you have (such as cards and internet banking) will be cancelled and replacement payment facilities issued to you.

From the transition date, you may access your line of credit account using the following payment facilities:

| Payment Facilities | Availability |
|--------------------------------------|--------------|
| Mastercard® | Available |
| In-branch banking | Available |
| Bank@Post™ | Available |
| Bendigo Phone Banking | Available |
| Bendigo e-banking | Available |
| BPAY & BPAY View ® through e-banking | Available |
| Pay Anyone (including OSKO®) | Available |
| Automatic Payments | Available |
| Telegraphic Transfers | Available |
| Digital Wallets | Available |

10. Changes to your Statements

From the transition date we will issue you with a statement of account every month on or about the same date of the month.

See 'Future statements of account' in Part A of this booklet for details about we will give you statements of account from the transition date.

11. Future changes to terms and conditions

We may make further changes to your line of credit and the terms and conditions that apply to your line of credit after the transition date as set out in the terms and conditions that will apply to your line of credit from the transition date. You should read these terms and conditions carefully.

In particular, please read clause 19 of the Bendigo Bank Home Equity Loan (Regulated) Terms & Conditions (15 May 2025) included in Part E of this booklet which describes the types of changes we can make and when we will notify you of changes.

12. Changes to how we will communicate with you

From the transition date we may communicate with you as set out in the terms and conditions that apply to your line of credit account after the transition date, including electronically.

Clauses 21.12-21.15 of the Bendigo Bank Home Equity Loan (Regulated) Terms & Conditions (15 May 2025) included in Part E of this booklet describe how we may communicate with you.

13. Changes to our security

No changes are being made to any mortgage or other security that currently secures your line of credit and all mortgages, security and guarantees and indemnities that exist and secure your line of credit immediately prior to the transition date will continue to apply and secure your line of credit from the transition date.

If your line of credit is secured by a security interest over personal property and we have registered the security interest on the Personal Property Securities Register (PPSR), although there will be no change to any mortgage or other security that secures your line of credit, as part of the transition we may transfer the PPSR registration from its existing PPSR Secured Party Group to another. Where this occurs we will provide you, as grantor, with a copy of the associated PPSR Verification Statement by publishing it on a website and notifying you of how you can access it unless you contact us and request a paper copy (in which case a paper copy will be provided to you).

Bendigo Credit Card

Terms & Conditions

15 May 2025

Including 'Things you should know about your proposed credit contract'
Information Statement and Credit Guide

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Part D - Bendigo Credit Card Terms and Conditions

Some words in this document have a specific meaning – see the 'Understanding these Terms and Conditions' section at the end of this document.

1. Your Contract and other applicable terms and conditions

Your Contract for your Bendigo Bank Credit Card is made up of your Credit Card Schedule and these Terms and Conditions. You should read both documents together.

If there is any inconsistency between your Credit Card Schedule and these Terms and Conditions, your Credit Card Schedule applies to the extent of the inconsistency.

By activating your Card or accessing the credit we offer you, you accept your Contract and are bound by it.

The following terms and conditions also apply in addition to these Terms and Conditions:

- if you use a Payment Facility (such as Bendigo e-banking or Bendigo Phone Banking) to access your Account, our **Bendigo Payment Facilities Terms & Conditions** will apply in relation to that use;
- if you link a Bendigo Bank deposit account with us to your Card and use your Card as a debit card to access that account, our **Bendigo Payment Facilities Terms & Conditions** will apply in relation to that use;
- if you add your Card to a digital wallet, our **Digital Wallet Terms of Use** will apply; and
- any other terms and conditions referred to in your Credit Card Schedule.

Copies of each of the terms and conditions documents described above are available on request and can be accessed on our website at www.bendigobank.com.au/disclosure-documents.

Information about current standard fees, charges and interest rates is also available on request.

Important! We may make changes to these Terms and Conditions from time to time without your consent. See the '**Changes to your Contract**' section below for more information.

2. Codes of practice

2.1 Banking Code of Practice

The relevant provisions of the Banking Code of Practice apply to your Bendigo Bank Credit Card. A copy of the Banking Code of Practice is available on our website.

2.2 ePayments Codes

We will comply with the terms of the ePayments Code. Nothing in these Terms and Conditions imposes any liability or responsibility on you unless permitted by the ePayments Code.

3. Using your Bendigo Bank credit card

3.1 Using your Card

You may use your Card to perform the following types of Transactions, up to your Credit Limit:

- Purchase goods or services;
- Obtain Cash Advances; and
- Balance transfer balances owing on other credit cards.

You must ensure that your Account does not have a credit balance. If it does, we may, but are not required to, pay the credit balance to you (including by crediting it to another account you have with us). A credit balance on your Account is not a deposit with us and we are not required to pay you any interest on it.

There are a number of different ways you can perform the Transactions described above including by using:

- Your Card or Card details at a merchant (in person, online or over the phone) or at an ATM;
- a Digital Wallet; or

- a Payment Facility such as Bendigo e-banking, the Bendigo Bank app or Bendigo Phone Banking (for example, to process a Pay Anyone payment or BPAY® Payment from your Account).
- However, we may hold, block or decline any Transaction where we reasonably believe:
- the Transaction is in breach of these Terms and Conditions or the law;
- doing so is necessary to ensure we comply with our legal obligations; or
- doing so is necessary to prevent us or you suffering loss (for example, where we suspect the Transaction may be an Unauthorised Transaction or fraudulent).

3.2 Using your Card and PIN

We will issue you with a Card and either issue you with a PIN or allow you to set your PIN. You may change your PIN at any time within Bendigo e-Banking, using the Bendigo Bank app or at any Bendigo Bank ATM.

If your Card has a signature panel, you must sign it as soon as you receive it.

You may use your Card or Card details to perform Transactions with any merchant who accepts your type of Card.

When using your Card or Card details, a PIN or your signature may be required. In some cases, a PIN or signature may not be required, such as contactless transactions below a certain amount. These amounts may differ based on the nature of your Transaction or the merchant.

You must comply with the 'Security requirements' set out in these Terms and Conditions in relation to your Card, Card details and PIN.

Your Card remains our property at all times and is valid only for the period stated on it. You must destroy your Card after its expiry date and not use it (although you will remain liable for any Transactions you perform if you do).

We may issue you with a new Card at any time in our discretion. Before the expiry date of your Card, we will issue you with a replacement Card, unless you ask us not to.

3.3 Transaction Limits

At our discretion, acting reasonably, we may impose a limit on the amount of credit you can access as cash from your Account at a branch, from an ATM or via an EFTPOS terminal or other limits on other types of Transactions by notice to you.

We are not required to authorise or process any Transaction which would cause you to breach any applicable limit.

We may vary the limits that apply from time to time. We will notify you of any changes to the limits that apply in accordance with the requirements of the ePayments Code. Our right to make changes is subject to the conditions in clause 13.

3.4 Digital wallets

If you have a compatible device, you may use your Card by adding it to a Digital Wallet that we support for your type of Card. The Digital Wallets that we support and allow you to use in relation to a Card may change from time to time – see our website for current details.

Before you add your Card to a Digital Wallet you will need to meet our identification and verification requirements.

In addition to these Terms and Conditions, use of your Card through a Digital Wallet is subject to our Digital Wallet Terms of Use, which are provided when a Card is added to a Digital Wallet that we support and are available upon request.

Your liability for Transactions conducted using a Card through a Digital Wallet is determined in the same way as if the Transactions were conducted using the Card itself. You must not allow your Card to be added to a Digital Wallet on a device that does not belong to you or a device that will not remain in your possession. If this occurs you will be deemed to have authorised and consented to any Transactions performed using the Card through the Digital Wallet and, subject to the ePayments Code, you will be liable for those Transactions.

You must notify us immediately if you become aware or suspect that another person has added your Card to their Digital Wallet.

We may stop you from adding a Card to a Digital Wallet or suspend your ability to use a Card in a Digital Wallet at any time.

3.5 Payment Facilities

The following Payment Facilities are available to access your Account:

- Bendigo e-banking;
- Bendigo Phone banking;
- Internal Transfers;
- Pay Anyone (including Osko and Fast Payments);
- PayID;
- BPAY and BPAY View;
- Automatic Payments; and
- Telegraphic Transfers.

You can make Pay Anyone payments and BPAY Payments from your Account if you have access to Bendigo e-Banking (including the Bendigo Bank app). These may be one-off and scheduled ongoing payments.

Unless we tell you otherwise, Pay Anyone payments and Internal Transfers from your Account will be treated as a Cash Advance, and not a Purchase.

BPAY Payments may only be made from your Account where the relevant merchant accepts BPAY Payments from credit cards.

3.6 International Transactions

International Transactions are Transactions which are conducted:

- in a currency other than Australian dollars (AUD); or
- in Australian dollars (AUD) with or using a merchant, payment processor, financial institution or other entity (including an online merchant) who is outside of Australia.

It may not always be apparent to you that an online merchant is located outside of Australia.

International Transactions performed using your Card which are performed in currencies other than Australian dollars (AUD), including refunds, are converted to Australian dollars (AUD) by the relevant Card Scheme using its relevant exchange rates and conversion process at the time the Transaction is processed. We will debit the Transaction to your Account in Australian dollars (AUD).

An International Transaction Fee is payable in respect of all Transactions which are conducted in a currency other than Australian dollars (AUD).

3.7 Recurring Payments

You may use your Card details to set up a Recurring Payment with a merchant.

If you do, you may need to give the merchant your updated Card details whenever we issue you with a new or replacement Card. In some cases, we may be able to automatically provide your new Card details to the merchant through the applicable Card Scheme, where arrangements to facilitate this are in place between us, the Card Scheme and the merchant. You agree we may do this where we can, but it remains your responsibility to ensure that the merchant has your current Card details whenever a payment is due.

If you want to cancel a Recurring Payment arrangement you will need to notify the relevant merchant. You should give the merchant as much notice as possible before the next Recurring Payment is due (we recommend giving at least 15 business days notice of the cancellation before the next Recurring Payment is due).

3.8 Promotional Balance Transfers

At your request, we may agree to transfer the balance owing by you in respect of a different credit card facility to your Account as a Promotional Balance Transfer by:

- Debiting the amount to your Account as a Promotional Balance Transfer; and
- Paying the amount to the provider of the other credit card facility.

A Promotional Balance Transfer may receive a promotional interest rate for a set period. At the end of this period, any part of the Promotional Balance Transfer that remains unpaid will be treated as a purchase transaction debited to your Account at the end of the Promotional Balance Transfer period.

We may restrict the portion of your Credit Limit which can be processed as Promotional Balance Transfers.

We may reject a Promotional Balance Transfer request from you in our discretion.

There is no interest free period for Promotional Balance Transfers.

It is a condition of making a Promotional Balance Transfer request that you also request that during the period while the Promotional Balance Transfer is active we apply any payments you make to your Account:

- Firstly, to all unpaid Transactions which form part of the balance of your Account other than Promotional Balance Transfers (see 'Processing payments to your Account' below); and
- Secondly, to unpaid Promotional Balance Transfers that form part of the balance of your Account.

You may withdraw your request that we apply payments you make in this way at anytime. However, if you do all current Promotional Balance Transfers will end and any unpaid balance of the Promotional Balance Transfers will be treated as a Purchase debited to your Account from the time you withdraw your request

4. Additional Cardholders

At your request, we may agree to issue an additional Card to another person aged 16 years or older. However, we may decline your request or impose additional conditions before we agree. We may also require the Additional Cardholder to verify their identity before we agree.

Additional Cardholders may:

- Perform Transactions using the Card we issue to them in the same way you can use the Card we issue to you;
- Access and operate your Account;
- Obtain information about your Account from us (including the balance of your Account); and
- Access your Account and perform Transactions on it using Payment Facilities.

You are responsible for each Additional Cardholder's use of their Card and liable for all Transactions they perform and you must ensure that each Additional Cardholder complies with all obligations relating to use of their Card under the 'Using your Bendigo Bank credit card' section above.

You or the Additional Cardholder can cancel an Additional Cardholder's Card at any time by notifying us and confirming that you have taken all reasonable steps to securely destroy the Card. However, this may not take effect immediately and you will remain liable in respect of any use of the Additional Cardholder's Card.

You may add or remove Additional Cardholders by contacting us by telephone or in any Bendigo Bank branch.

5. Statements and how we will communicate with you

5.1 Statements

We will give you a Statement of Account each month, unless we are not required to do so under applicable laws and the Banking Code of Practice.

If you have Bendigo e-banking access, we will give you Statements of Account for your Account electronically by making them available for you to access as an e-statement in Bendigo e-banking. Otherwise, or if you request that we do so, we will send you a paper Statement of Account by post.

You must promptly check each entry on the Statements of Account we give you and promptly report any possible error or Unauthorised Transaction to us.

5.2 How we will communicate with you

You agree we may give you written statements, notices, other documents and notifications relating to your Contract (all, 'communications'):

- by sending the communication to you by email to the email address you last told us is your email address;
- by making the communication available for you to view in Bendigo e-banking (including in the Bendigo Bank app);
- by sending the communication to you by SMS message to the mobile number you last told us is your mobile telephone number;
- by sending the communication to you by prepaid post to the residential or postal address you last told us is your residential or postal address;
- by including the communication in or with another communication we give you (such as a Statement of Account); or
- where the communication does not include your personal information:
 - by publishing it in a nationally published newspaper; or
 - by publishing it on our publicly available website and notifying you that it has been published by one of the other methods described in this section.

You must:

- ensure the email address, mobile telephone number, residential address and postal address we have recorded for you in our system are always all current and immediately advise us of any changes to these contact details; and
- regularly check your email and SMS inboxes and Bendigo e-banking to view the communications we give you.

If you do not ensure the contact details we have for you are current, you may not receive communications that we send to you. We are not required to contact you or send a communication to you in a different way if your contact details are no longer current.

6. Interest, fees and repayments

6.1 Interest

Each amount we debit to your Account accrues interest until it is repaid, except while it qualifies for an interest free period (see 'Interest free periods' below).

We calculate interest separately on each part of your Account Balance that comprises Purchases, Cash Advances and Promotional Balance Transfers (if applicable). The Annual Percentage Rate which applies to each part of your Account Balance is as set out in your Credit Card Schedule unless we agree or notify you in writing otherwise.

Interest is calculated on each part of your Account Balance daily, by multiplying the relevant amount by the applicable daily percentage rate. The applicable daily percentage rate is the applicable Annual Percentage Rate divided by 365 (or 366 in a leap year).

We will debit interest to your Account once per month on the day we issue you a Statement of Account. We also debit accrued interest to your Account on the day your Account is closed.

Interest which is debited to your Account is treated as a Purchase for the purpose of interest calculations.

6.2 Interest free periods

If your Credit Card Schedule states that an interest free period applies, we will not charge you interest on a Purchase while it qualifies for interest free as set out in this clause.

An interest free period applies to all Purchases performed while your Account is interest free eligible. Your account is automatically interest free eligible when your Account is opened.

There are no interest free periods on Cash Advances or Promotional Balance Transfers (unless we agree with you in writing otherwise).

When interest free eligibility is lost and interest free periods end

Your Account will lose its interest free eligibility and all interest free periods on unpaid Purchases will end if the closing balance stated on a Statement of Account (less the unpaid balance of any Promotional Balance Transfers) is not paid in full by the due date on the Statement of Account.

When this happens, interest will start to accrue on each Purchase that forms part of your Account Balance from the day after the due date and will continue to accrue until the Purchase is repaid. Interest will also accrue on any new Purchases you make while your Account is not interest free eligible.

How to regain interest free eligibility after it has been lost

There are two ways you can regain interest free eligibility on your Account after it has been lost:

1. Pay your (current) Account Balance

To stop interest accruing on Purchases that form part of your Account Balance and immediately regain interest free eligibility for your Account, you will need to repay your full Account Balance (less the unpaid balance of any Promotional Balance Transfers) at the time you make the payment.

Your Account Balance is available in Bendigo e-banking or by contacting us.

2. Pay the Last Statement Closing Balance

If at any time after your Account has ceased to be interest free eligible you repay the Last Statement Closing Balance, and that amount is less than your current Account Balance at that time, interest will stop accruing on the Purchases that you have repaid but interest will continue to accrue on all unpaid Purchases debited to your Account prior to the commencement of your next statement period until those Purchases are repaid. Your Account will only become interest free eligible again (for new Purchases only) from the commencement of your next statement period.

See our website for more information and examples about how interest free periods on your Bendigo Bank credit card work.

6.3 Fees

You must pay us the fees and charges set out in your Credit Card Schedule.

We may debit the applicable fees and charges to your Account whenever they become payable.

Fees and charges which are debited to your Account are treated as Purchases for the purpose of interest calculations.

6.4 Your payment obligations

Each month you must pay us the minimum repayment set out in the Statement of Account we give you by the due date stated in the Statement of Account.

Refunds, reversals and promotional cashbacks credited to your Account are not considered repayments.

7. Transaction processing

7.1 Debiting your Account

We may debit to your Account:

- All Purchase, Cash Advance and Promotional Balance Transfer Transactions;
- Interest charges;
- Fees and charges;
- Enforcement expenses; and
- Any other amount you are liable to pay us in connection with your Contract on or after the day it becomes due.

7.2 Processing payments to your Account.

Payments to your Account are not treated as being made until received in cleared funds. Until a payment clears, we may not credit it to your Account or may not increase your available credit to reflect it.

All payments must be made in Australian dollars (AUD). If we receive a payment in a currency other than Australian dollars, we may convert it to Australian dollars using our current foreign currency conversion rates at the time we process it.

If a payment you make does not clear or is reversed or dishonoured for any reason, we may:

- Reverse any associated credit to your Account; and
- Charge you interest as if the payment had never been made.

Payments made to your Account (not including reversals or refunds) will be applied in the following order:

- First, to the closing balance shown in the last Statement of Account we issued for your Account (and if different Annual Percentage Rates apply to different parts of that closing balance we will apply the payment in the order of highest rate to lowest rate); and
- Second, to Transactions debited to your Account since the last statement of account was issued for your Account.

If we agree to a request from you to apply certain payments against particular amounts, we will apply those payments to those amounts. This includes any period in which one or more active unpaid Promotional Balance Transfers form part of your Account Balance (see 'Promotional Balance Transfers' above).

7.3 Returning Payments

If we determine, acting reasonably that a payment or credit to an account was an error, made by mistake (for example, where the sender entered or selected the account details by mistake) or was made in connection with fraud or a scam (including where the funds are the proceeds of fraud or a scam payment) we may return the amount to the sender or the person to whom we reasonably believe is legally entitled to the funds and debit the account. If we do, your and our rights and obligations will be the same as if the payment or credit was never made and we may make adjustments to the account to reflect this. If the payment is a mistaken internet payment we will act consistently with any other parts of these terms and conditions that deal with mistaken internet payments and the ePayments Code (where it applies).

7.4 Confirmation of Payee Service

Sharing your account details through the Confirmation of Payee service

We'll ensure your account details, including your name, are accurately recorded by us (based on the information you have provided to us and any verification we have undertaken) for the use of the Confirmation of Payee service.

You must promptly notify us of any changes to your name and provide us with any evidence of your name change that we reasonably request.

You authorise and consent to:

- us using and disclosing your account details (including your name) with the Confirmation of Payee service;
- us and other financial institutions who process payments to or from your account using the related transaction details (including any name included with a payment instruction) with the Confirmation of Payee service;
- payers' financial institutions using and disclosing your account details (including your name) for the purposes of the Confirmation of Payee service and prior to making payments to you; and
- your account details (including your name) and transaction details being disclosed, stored and used in connection with the Confirmation of Payee service in accordance with the industry rules, regulations and procedures that apply to the Confirmation of Payee service.

Opt-out requests

You may request that we withhold from sharing your account details with the Confirmation of Payee service for an account if there are special circumstances and it is reasonably necessary to withhold your account details to protect your safety or security (an opt-out request). We will only agree to an opt-out request if we agree that special circumstances exist and it is reasonably necessary to protect your safety or security.

If we agree to an opt-out request:

- payers may not be able to confirm your account details through the Confirmation of Payee service when making payments to your account;
- we may still disclose your account details (including your name) to other financial institutions through the Confirmation of Payee service to facilitate their fraud checking processes (but they will not share your details with payers);
- we may still disclose your account details (including your name) through the Confirmation of Payee service for them to be shared with some government agencies to confirm your identity in relation to payments they are making to you;
- financial institutions who process payments to or from your account may still use the related transaction details (including any name included with a payment instruction) with the Confirmation of Payee service; and
- you can request to opt your account back in to sharing your account details with the Confirmation of Payee service at any time.

8. Disputing transactions and refunds and chargebacks

8.1 Disputing transactions

You may dispute a Transaction if you think:

- it is an Unauthorised Transaction;
- the amount debited to your Account is different to the amount authorised;
- goods or services have not been provided or were different to the description;
- goods have been returned and the amount has not been refunded to your Account;
- the Transaction is mistakenly debited to your Account more than once; or
- you otherwise think we can claim a refund (chargeback) on your behalf under the rules of the Card Scheme applicable to your Account.

You must advise us immediately if you want to dispute a Transaction so that we may investigate it. Any delay may impact our ability to investigate or resolve the Disputed Transaction in your favour.

As part of our investigation, we may require you or a third party (such as the merchant's bank) to provide us with information or documents. You authorise us to write to a third party on your behalf if we require such information or documents.

While we investigate a Disputed Transaction, interest and fees and charges will continue to accrue, and you must continue to make your required Minimum Repayments.

If we determine a Disputed Transaction in your favour, we will refund the Transaction amount to your Account and make any necessary adjustments to any interest and fees charged to your Account because of the Transaction.

If we do not determine a Disputed Transaction in your favour you will remain liable for the Transaction and, if we reversed the Transaction while we considered your dispute, we may re-debit it to your Account.

If you disagree with our decision, you may request an internal review or lodge a complaint (see 'Resolving Complaints' below).

8.2 Refunds and chargebacks

The rules applying to the Card Scheme that is relevant to your Card may set out specific circumstances and timeframes in which we can claim a refund (called a 'chargeback') in respect of a Disputed Transaction on your behalf.

We will claim a chargeback in relation to a Transaction where we agree, based on our investigation, that a chargeback right exists, and you have disputed the Transaction within the applicable timeframe.

The timeframes for us to process a chargeback varies between 45 days and 120 days, depending on the type of Transaction.

If a chargeback is refused by a merchant's financial institution you will remain liable for the Transaction and, if we reversed the Transaction while the chargeback was being considered, we may re-debit it to your Account.

We will only accept a refusal of a chargeback request by a merchant's financial institution if we think it is consistent with the applicable Card Scheme rules.

You may dispute a Transaction as an Unauthorised Transaction even if a chargeback right does not exist.

9. Keeping your payment devices secure

9.1 Security requirements

The security of your Card and PIN is very important.

You may be liable for losses from Unauthorised Transactions which you contribute to by not keeping your Card and PIN secure and protected.

You must ensure that you:

- keep any Cards in a safe space and regularly check that you have the Card in your possession;
- do not give your Card or Card details to anyone, except a merchant you are performing a Transaction with;
- do not disclose your PIN to anyone or allow anyone to observe or hear your PIN, including a family member or friend or our representatives;
- do not record your PIN on a device (including a Card) used to perform a Transaction, or keep a record carried with the device or on anything that may be lost or stolen at the same time as the device;
- do not select a PIN that is easily identified with you such as your date of birth, your name or part of it or your phone number; and
- do not select a PIN that is a common or easily guessed combination such as repeated or consecutive numbers such as 5555 or 1234.

We will never ask for your PIN or any other security information relating to your Card by email, SMS or when speaking to our staff. We will also never ask you to log in to Bendigo e-banking from a link provided in an email or SMS. If you ever receive such a request, you should not provide the information or click on the link. You should always access Bendigo e-banking through our website or using the Bendigo Bank app.

9.2 Lost, stolen or misuse of Cards and PIN

You must immediately tell us if you know or suspect:

- a Card is lost or stolen;
- a PIN or other passcode has become known to someone else; or
- a Card, Card details or your Account have been used without your permission.

You can cancel and replace your Card via Bendigo e-banking or the Bendigo Bank app or notify us by calling or by attending a Bendigo Bank branch.

Failure to or delay in notifying us may result in you being liable for losses.

10. Liability for Unauthorised Transactions

10.1 When you are not liable for Unauthorised Transactions

You are not responsible and liable for loss resulting from Unauthorised Transactions if caused by any of the following:

- fraud or negligence by our employees or agents, a third party involved in networking arrangements, or a merchant or their employee or agent;
- a device (including a Card), identifier (including an access ID) or pass code (including a PIN or Password) which is forged, faulty, expired or cancelled;
- a Transaction requiring the use of a device and/or passcode that occurred before you received the device and/or passcode (including a reissued device and/or passcode);
- a Transaction being incorrectly debited more than once; or
- an Unauthorised Transaction performed after we have been informed that a device has been misused, lost or stolen, or the security of a passcode has been breached,
- or where it is clear that you have not contributed to the loss.

You are also not liable for loss caused by the failure of a system or equipment used to complete a Transaction.

10.2 When you are liable for Unauthorised Transactions

You are responsible and liable for the loss resulting from Unauthorised Transactions in the following circumstances:

| # | Circumstance in which you are liable | Amount for which you are liable |
|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1 | Where we can prove on the balance of probability that you contributed to a loss through fraud, or breaching the security requirements set out under 'Security requirements' above. | You are liable in full for the actual losses that occur before the loss, theft or misuse of a device or breach of pass code security is reported to us, but you are not liable for the portion of losses: <ul style="list-style-type: none">• incurred on any one day that exceeds any applicable daily transaction limit,• incurred in any period that exceeds any applicable periodic transaction limit,• that exceeds the balance on the relevant Account, including any pre-arranged credit, or• incurred on any account or other facility that we and you had not agreed could be accessed using the device or identifier and/or passcode used to perform the Transaction. |
| 2 | Where more than one passcode is required to perform a Transaction and we prove that you breached the 'Security requirements' set out above for one or more of the required passcodes, but not all of the required pass codes. | You are liable as set out in circumstance 1 above but only if we also prove on the balance of probability that the breach of requirements set out under 'Security requirements' above was more than 50% responsible for the losses, when assessed together with all the contributing causes. |
| 3 | Where Unauthorised Transactions occur and you contributed to losses which occur by leaving a Card in an ATM (where the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM). | You are liable for the actual losses that occur. |

- | | |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>4 Where we can prove, on the balance of probability, that you contributed to losses resulting from an Unauthorised Transaction by unreasonably delaying reporting to us the misuse, loss or theft of a device, or that the security of all passcodes has been breached.</p> | <p>You are liable for the actual losses that occur between when you became aware of the security compromise or should reasonably have become aware in the case of a lost or stolen device, and when the security compromise was reported to us. However, you are not liable for any portion of the losses:</p> <ul style="list-style-type: none"> • incurred on any one day that exceeds any applicable daily transaction limit, • incurred in any period that exceeds any applicable periodic transaction limit, • that exceeds the balance of the relevant Account, including any pre-arranged credit, or • incurred on any account or other facility that we and you had not agreed could be accessed using the device and/or passcode used to perform the Transaction. |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

11. Our liability to you

To the maximum extent permitted by law, we will not be liable to you for any direct or indirect loss, damage, cost, or expense you suffer as a result of:

- you using your Card in breach of your Contract;
- us performing a Transaction you have authorised in accordance with your instructions;
- you giving us inaccurate or incomplete instructions using your Card;
- us exercising any right we have in relation to your Card (including under your Contract);
- your Card being unavailable or unable to be used due to an unexpected outage or system malfunction or any circumstances outside of our reasonable control;
- any failure of a PIN or passcode to permit you to access Bendigo e-banking (including the Bendigo Bank app) or Bendigo Phone Banking;
- any failure, malfunction, delay or error (for any reason) of any equipment, system or software which is not controlled or provided by or on behalf of us (including, without limitation, electronic equipment, the telephone, internet-enabled device, software and telecommunications and internet services you use to access Bendigo e-banking (including the Bendigo Bank app) or Bendigo Phone Banking; or
- disclosure of your personal information or other information relating to your accounts through Bendigo e-banking or Bendigo Phone Banking where the information has been obtained by or in conjunction with any person using your PIN or passcode or any unauthorised access to your information transmitted by us through Bendigo e-banking or Bendigo Phone Banking in relation to your Card.

The above exclusion of liability does not exclude our liability to you in relation to any loss, damage, charge, expense, fee or claim suffered or incurred by you as a result of the fraud, negligence or wilful misconduct of us, our employees or agents or a receiver appointed by us.

The above exclusion of liability also does not exclude our liability to you in relation to damages resulting from a malfunction of a system or equipment provided by any party to a shared electronic network, however caused. However, where you should reasonably have been aware that a system or equipment provided by any party to a shared electronic network was unavailable or malfunctioning, our liability is limited to:

- correcting any errors; and
- refunding any fees or charges imposed.

12. Default and enforcement

You are in default if:

- you do not pay any amount you are required to pay under your Contract in full by the date it is due (a payment default);
- you breach any term of your Contract;
- you become a bankrupt or you seek to make an arrangement or composition with your creditors under a law dealing with bankruptcy (an insolvency default);
- we believe on reasonable grounds that you have not complied with the law in relation to your Contract or have acted fraudulently (a misconduct default); or
- any information, representation or document that you, or any other person acting on your behalf, gave or gives to us in connection with your Contract is or was not true and correct or materially false or misleading when given.

If you are in default, we may send you a default notice that:

- tells you what the default is;
- if the default can be remedied, tells you the action necessary to remedy the default; and
- gives you a grace period of at least 30 days.

If you do not, or cannot, remedy a default by the end of any grace period stated in a default notice we give you in relation to a default, at the end of the grace period you immediately become liable to pay us the balance of your Account and we may take enforcement action to recover that amount from you. However this will only apply if there is a payment default, an insolvency default or a misconduct default, or where we reasonably consider your default has had, or is likely to have, a material impact on your ability to meet your financial obligations to us, or on our credit risk or our ability to assess that risk, or on our legal reputation risk.

If you are in default, you must reimburse us for, and we may debit to your Account, any enforcement expenses we reasonably incur in relation to your default. This includes any legal or debt collection costs we incur (on an indemnity basis).

You agree that we may serve you with any legal proceedings we commence against you in relation to your Contract in the same way as we may give you statements, notices and other documents.

13. Changes to your Contract

13.1 Reducing your credit limit

(a) Our right to reduce your credit limit

Acting reasonably, we may reduce your Credit Limit to the balance of your Account at any time.

We will generally give you reasonable notice of our intention to reduce your Credit Limit before we reduce. However, we may reduce your Credit Limit without prior notice to you if you are in default or if it is reasonable for us to do so to manage a material and immediate risk.

If we do not give you notice before we reduce your Credit Limit, we will give you notice as soon as practicable afterwards.

(b) Your right to reduce your credit limit

You may reduce your Credit Limit at any time by contacting us or lodging an online request by following the instructions on our website.

However, if your Credit Card Schedule specifies a minimum Credit Limit or if we have otherwise notified you that a minimum Credit Limit applies, you may only reduce your Credit Limit to an amount that equals or exceeds that minimum Credit Limit.

If you request to reduce your Credit Limit to an amount which is less than the balance of your Account, you will need to pay us the amount necessary to reduce the balance of your Account to less than or equal to your requested reduced Credit Limit before we can process your request.

13.2 Other changes we may make without your consent

We may change the Annual Percentage Rates, Minimum Repayments, fees and charges and any other term or condition of your Contract at any time.

We can only make changes to the extent reasonably necessary to protect our legitimate interests, or to benefit you, Including:

- changes because of changes to our cost of funds or other costs of doing business or to ensure that we receive an adequate return on assets;
- changes because of requirements of laws or industry codes of practice, prudential standards, court decisions, decisions of our dispute resolution scheme, guidance or directions from regulators, and similar reasons;
- changes due to changes in the way we operate our business or our systems;
- changes we think are necessary to fix errors or to make things clearer;
- changes for information security or similar purposes;
- changes to reflect market practice or standards or to keep our products competitive and meeting customer expectations and needs; or
- changes made for other good reasons.

If any law regulates that change, we may only make that change to the extent permitted by, and subject to, the requirements of that law.

We will tell you about changes as soon as reasonably possible.

If the following table requires that we give you advance notice of a change, we will give you at least that advance notice of a change.

| # | Type of Change | Advance notice required? |
|---|--------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------|
| 1 | Changing the Annual Percentage Rate in a way that does not reduce your obligations | Yes, not later than the day the change takes effect. |
| 2 | Changing fees and charges in a way that does not reduce your obligations or extend time for payment | Yes, 30 days. |
| 3 | Any other change that does not reduce your obligations or extend the time for payment, or that we think is unfavourable to you | Yes, 30 days. |
| 4 | Any change that reduces your obligations or extends time for payment or is not unfavourable to you | No. |

We may give you a shorter notice period, or no notice, of a change if it is reasonable for us to manage a material and immediate risk.

14. Account suspensions and closures

14.1 Suspending your account

We may suspend your Account if:

- you are in default; or
- we reasonably believe doing so is necessary to prevent us or you suffering loss.

We do not need to give you advance notice before we suspend your Account but if we do not give you advance notice we will tell you as soon as reasonably possible after we do so.

We may refuse to process Transactions on your Account while it is suspended. However, you remain liable for any Transactions that we do continue to accept.

14.2 Closing your Account

(a) Our right to close your account

Acting reasonably, we may decide to close your Account at any time.

We will give you 30 days' prior notice of our decision to close your Account before we action our decision unless you are in default.

(b) Your right to suspend or close your account

You may request to close your Account at any time by contacting us or lodging an online request by following the instructions on our website.

(c) Consequences of closing your account

If we decide to close your Account or you request that we close your Account:

- we will cancel all Cards issued in respect of your Account;
- you will remain liable for all Transactions and everything that has occurred in relation to your Account and Cards issued for it up to the time we process the Account closure; and
- you must continue to make repayments, and will be liable for interest and applicable fees and charges under your Contract, until you repay your balance and all accrued interest and fees and charges in full and we actually close your Account. The amount you are required to pay may change from day to day. You may request a payout figure from us at any time.

15. Resolving Complaints

We consider Internal Dispute Resolution (IDR) to be an important and necessary first step in the complaint handling process as it gives us an opportunity to hear when we do not meet our customers' expectations and address them genuinely, efficiently and effectively.

You can raise a complaint with us by:

- speaking to a member of staff directly
- telephoning 1300 236 344
- website www.bendigobank.com.au/public/contact-us
- secure email – by logging into e-banking
- contacting us through a Bendigo Bank social media channel
- contacting the Customer Feedback Team at:

Reply Paid PO Box 480

Bendigo VIC 3552

Telephone: 1300 361 911

8.30am – 5.00pm (AEST/ADST) Monday to Friday

Email: feedback@bendigoadelaide.com.au

If you are not satisfied with the response provided you can refer your complaint directly to the appropriate External Dispute Resolution (EDR) scheme.

We are a member of the Australian Financial Complaints Authority (AFCA). You can contact AFCA at:

- GPO Box 3, Melbourne Vic 3001
- Telephone: 1800 931 678
- Email: info@afca.org.au
- Web: www.afca.org.au

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if, or when the time limit relevant to your circumstances expire.

If your complaint relates to how we handle your personal information you can also contact the Office of the Australian Information Commissioner (OAIC):

- PO Box 5218, Sydney NSW 2001
- Telephone: 1300 363 992
- Email: enquiries@oaic.gov.au
- Web: www.oaic.gov.au

16. Privacy

We are committed to ensuring your privacy is protected.

Our Privacy Policy contains important information about how we manage your personal information including information about:

- the type of personal information we collect and hold;
- the purposes for which we collect, hold, use and disclose personal information;
- disclosure overseas;
- how to make a complaint;
- our privacy contact details; and
- how to access and correct personal information.

We update our Privacy Policy from time to time. Our current Privacy Policy is published on our website at www.bendigobank.com.au/privacy-policy/ and is available upon request in any of our branches.

17. General

17.1 Joint and several liability

If there is more than one you, each of you is liable to us jointly and separately for all amounts owed under and in respect of your Contract.

17.2 How we exercise our rights

Our rights and remedies under your Contract are in addition to other rights and remedies provided by law.

If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.

We may only exercise our rights under a term of this Contract to the extent (if any) reasonably necessary to protect our legitimate interests. This clause applies to a term of this Contract, despite any other term of this Contract, if it:

- is subject to unfair contract terms legislation; and
- is to our advantage; and
- causes a significant imbalance in the rights and obligations of you and us under this Contract; and
- would cause detriment to you if we applied the term or relied on the term.

Words used in this clause have the meanings given to them in the unfair contract terms legislation.

We are not liable for any loss caused by us exercising, attempting to exercise, failing to exercise or delaying the exercise of any right or remedy we have in connection with your Contract. However, this will not reduce our liability in respect of any loss, cost, liability or expense caused by the fraud, negligence or wilful misconduct of us or our employees, contractors and agents or any receiver appointed by us.

17.3 Assigning rights

We may assign our rights, powers and discretions and remedies relating to your Contract without your consent and without notice to you.

We may disclose any information and documents about you and your Contract to any assignee of our rights under your Contract or any person considering becoming an assignee.

Your rights and obligations under your Contract are personal to you and cannot be assigned without our written consent.

17.4 Applicable law

If you reside in Australia, your Contract is subject to the laws of the State or Territory of Australia in which you reside at the time you accept your Contract.

Otherwise, your Contract is subject to the laws of the Australian State or Territory in which our registered office is located at the time you accept your Contract.

17.5 Compliance with laws

If we believe doing so is necessary in order to comply with our legal obligations, we may:

- require you to provide us or otherwise obtain any additional documents or information relating to a Transaction;
- suspend, block or delay Transactions on your Account, or refuse to provide services to you; and
- report any, or any proposed, Transaction or activity to anybody we are legally required to report Transactions to.

You must comply with reasonable directions we give you which are necessary for us to comply with our legal obligations in relation to your Contract or your Account.

17.6 Account combination and set-off

We may, at any time, combine the balance of two or more accounts you have with us or set-off the balance of one account against another account.

However, we will not do this:

- while we are actively considering your financial situation in respect of a hardship notice you have given us (although we may then require that you keep funds in an account until we have decided whether to agree to your request);
- while you are complying with an arrangement you have made with us after we have considered your hardship notice; or
- if you are in receipt of Centrelink benefits, if doing so breaches the Code of Operation: Recovery of Debts from Department of Human Services Income Support Payments or Department of Veterans' Affairs Payments.

18. Understanding these Terms and Conditions

18.1 Definitions

The following definitions apply in your Contract, unless the context requires otherwise:

| Term | Meaning |
|-----------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Account | The account we establish for your Contract. |
| Account Balance | The current balance of your Account not including any Transactions which are pending or have not been fully processed by us. |
| Additional Cardholder | A person who has been authorised as an Additional Cardholder at your request pursuant to the 'Additional Cardholders' section above. |
| ATM | An automatic teller machine. |
| Bendigo Bank app | The Bendigo Bank apps we publish and make available for download through the Apple App store or Google Play store or any similar application store to access Bendigo e-banking. |
| Bendigo e-banking | Our internet banking service we make accessible through a web browser at bendigobank.com.au and through the Bendigo Bank app. |

| | |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| BPAY® Payments | Payments which you have instructed us to make through the BPAY scheme to billers who can accept payments made to them through that scheme. |
| Card | Each card (including a digital card) we issue to you and, at your request, an Additional Cardholder. |
| Card Scheme | The card scheme applicable to a Card such as Mastercard or Visa. |
| Cash Advance | <p>Credit we provide in the form of cash or Transactions we treat as being equivalent to cash. Cash Advances include:</p> <ul style="list-style-type: none"> • Cash withdrawals in-branch or through an ATM (including ATMs provided by other providers); • Cash withdrawals or 'cash out' at electronic funds transfer point of sale (EFTPOS) terminals, if and where available; • Pay Anyone payments and Internal Transfers using Bendigo Phone Banking or Bendigo e-banking (including through the Bendigo Bank app); • Direct debits you establish using the BSB and Account number for your Account; • Any other Transaction you perform or authorise using the BSB and Account number for your Account; • Transactions performed with a merchant or through a payment terminal setup with a merchant category code that relates to gambling or lotteries; and • Transactions relating to gambling or the purchase of lottery tickets or prepaid cards or money transfers. |
| Confirmation of Payee service | means the banking industry initiative that enables payers making payments using a BSB and account number to confirm the account name associated with the account. |
| Contract | Your credit contract which consists of your Credit Card Schedule and these Terms and Conditions. |
| Credit Card Schedule | The offer document we give you which incorporates these Terms and Conditions. |
| Credit Limit | The Credit Limit set out in your Credit Card Schedule or the Credit Limit we otherwise agree with or notify to you in writing. |
| Digital Wallet | Digital wallet apps (software) that we support from time to time (see our website for the full list). |
| Disputed Transaction | A Transaction you have disputed pursuant to these Terms and Conditions. |
| ePayments Code | The ePayments Code, as amended from time to time. |
| International Transaction | An International Transaction as described in the 'International Transactions' section in these Terms and Conditions. |
| Last Statement Closing Balance | The closing balance of your Account stated on the most recent Statement of Account we issue in relation to your Account. |
| National Credit Code | The National Credit Code being Schedule 1 to the National Consumer Credit Protection Act 2009 (Cth) |
| Payment Facilities | The Payment Facilities we make available pursuant to our Bendigo Payment Facilities Terms and Conditions. Unless otherwise defined in these Terms and Conditions, Payment Facilities defined in our Bendigo Payment Facilities Terms and Conditions have the same meanings in these Terms and Conditions. |
| Promotional Balance Transfer | A balance transfer of a credit card balance you have with another credit card provider that we process as a Promotional Balance Transfer. |

| | |
|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Purchase | A Transaction performed with a merchant using your Card or Card details. Purchases do not include Transactions which we treat as Cash Advances or active Promotional Balance Transfers. |
| Purchases Balance | The total of all unpaid Purchases that form part of your Account Balance |
| PIN | Your personal identification number. |
| Recurring Payment | Recurring or ongoing payments you authorise with a merchant using your Card details. Recurring Payments do not include payment arrangements set up using the BSB and Account number for your Account. |
| Statement of Account | A Statement of Account we give you in relation to your Account. |
| Terms and Conditions | These Credit Card Terms and Conditions. |
| Transaction | A transaction performed or attempted to be performed on your Account. |
| Unauthorised Transaction | A Transaction which is performed on your Account without the knowledge and consent of you or an Additional Cardholder. |
| we, us, and our | Bendigo and Adelaide Bank Limited ABN 11 068 049 178 Australian Credit Licence 237879 of The Bendigo Centre, Bendigo VIC 3550. |
| you | Each borrower named in the Credit Card Schedule. 'You' also includes any person who is acting on your behalf such as an attorney or a signatory you authorise to access your Account. In the 'Using your Bendigo Bank credit card' and 'Keeping your payment devices secure' sections of these Terms and Conditions, 'you' also includes Additional Cardholders. |

18.2 Rules for interpreting these Terms and Conditions

In addition to the definitions above, the following rules apply to interpreting your Contract, unless the context requires otherwise:

- words defined in the Credit Card Schedule have the same meaning in these Terms and Conditions;
- words defined in the National Credit Code have the same meaning in your Contract;
- the singular includes the plural and vice versa;
- reference to legislation or codes includes any amendment to it, any legislation or code substituted for it, and any subordinate legislation made under it;
- reference to a person includes a corporation, joint venture, association, government body, firm and any other entity;
- reference to a party includes that party's personal representatives, successors and permitted assignees;
- reference to a thing (including a right) includes a part of that thing;
- reference to two or more persons means each of them individually and any two or more of them jointly;
- the terms 'includes', 'including', 'e.g.' and 'such as' or any similar expression are not used as, or intended to be interpreted as, terms of limitation;
- a provision must be read down to the extent necessary to be valid. If it cannot be read down to that extent, it must be severed from your Contract and the remainder of your Contract continues with full force and effect;
- reference to a business day is a reference to a day that is not a Saturday, a Sunday or a national public holiday in Australia;
- if something is to be done on a day which is not a business day, it must be done on the business day before that day; and
- another grammatical form of a defined expression has a corresponding meaning.

Bendigo Home Equity Loan (Regulated).

Terms & Conditions

15 May 2025

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Bendigo and Adelaide Bank Limited

The Bendigo Centre

Bendigo VIC 3550

Telephone 03 5485 7911

ABN 11 068 049 178.

AFSL/Australian Credit Licence 237879 Bendigo Home Equity Loan (Regulated)

Bendigo Home Equity Loan (Regulated) Terms and Conditions

Standard Terms and Conditions

These terms and conditions apply to Bendigo Home Equity Loans and Bendigo HomeBuyer Power lines of credit, all of which are referred to as 'overdraft facilities' in these terms.

This document does not contain all of the contract terms or all of the information we must give to you before you enter into the contract. The rest of the contract terms and information is in the Schedule, the Bendigo Personal Accounts and Facilities Terms and Conditions and the Electronic Banking Conditions of Use. You should read these Standard Terms and Conditions, the Schedule, the Bendigo Personal Accounts and Facilities Terms and Conditions, the Electronic Banking Conditions of Use and the Schedule of Fees, Charges and Transaction Rebates carefully. You should also keep the documents for your future reference.

The meaning of words printed like this and some other key words is explained at the end of these Standard Terms and Conditions.

1. What We Lend

1.1 We agree to provide you with a credit facility.

1.2 An overdraft facility is an 'at call' facility.

1.3 However, we will not provide the overdraft facility until we have received:

- each security and any documents we require in relation to any security;
- evidence of any insurance we require;
- any report or valuation we require;
- any certificate of independent advice from a solicitor we require;
- any certificate of financial advice from a financial adviser we require;
- any direct debit authority we require;
- evidence that you have paid or have made satisfactory arrangements to pay any applicable conveyance or transfer stamp duty or similar impost in connection with each security; and
- any other document or information we reasonably require.

1.4 We can end this contract before we have lent you the overdraft facility if:

- (a) any of the items listed at clause 1.2 above are not provided to us or are not paid or are not satisfactory to us;
- (b) you or a security provider's financial circumstances have significantly changed since the disclosure date;
- (c) any security has been withdrawn, released or is otherwise ineffective;
- (d) any information which you or a security provider gave to us or which we have about you, a security provider or any security is not correct or has changed since we obtained it;
- (e) you or a security provider is in default under this contract or a security; or
- (f) you or a security provider is insolvent.

1.5 We can end this contract if you have not obtained any of the overdraft facility within 90 days of the disclosure date.

1.6 We can debit all or any part of the credit provided under the overdraft facility to your overdraft account. We can debit it (so that you pay interest charges on the amount) on the day we provide you the amount (if we lend you the amount by posting a cheque, this is the day we post that cheque). If our solicitors provide or are to provide any of the credit to you or at your request (such as on the settlement of a property purchase), the day we provide you the amount is the day we provide the funds to our solicitors.

- 1.7 If any of the credit under the overdraft facility is to be used to pay out any other account you have with us, then we will affect the payout by crediting that other account with the amount required to pay it out and, at the same time, debiting that amount to your overdraft account.
- 1.8 If this contract is ended you must still pay all amounts you are required to pay up to that time under this contract. If this contract is ended before you have obtained any of the credit, or used a card or other means of obtaining credit provided to you by us to acquire goods or services for which credit is to be advanced under the contract, you must also pay all amounts you are required to pay under this contract on the settlement date except for fees and charges in respect of our costs we no longer have to pay.

2 Borrowing Methods

You may obtain credit under your overdraft facility by:

- (a) drawing cheques on your overdraft account; or
- (b) requesting us to make direct debits to or other payments from your overdraft account; or
- (c) Bendigo Debit card or any other card; or
- (d) any other means we authorise from time to time.

3 Payable on Demand

Acting reasonably, we can demand at any time that you pay to us the debit balance of your overdraft account plus any amounts charged, accrued or payable but not yet debited to your overdraft account (e.g. you are in default, you sell your security property or we reasonably consider it necessary to prevent fraud or other losses to you or us). If we make that demand:

- (a) your overdraft facility is cancelled;
- (b) you must pay to us the debit balance of your overdraft account plus any amounts charged, accrued or payable but not yet debited to your overdraft account; and
- (c) this contract is ended.

We will give you a reasonable time to repay this amount which may include a period of notice which we must give you to comply with the National Credit Code.

4 Credit Limit

- 4.1 You must keep the debit balance of your overdraft account within the credit limit.
- 4.2 We can change the credit limit at any time. If any law regulates that change, we may only change to the extent permitted by, and subject to, the requirements of that law.
- 4.3 Without limiting clause 4.2, we may reduce the credit limit at any time if we reasonably consider it necessary to prevent fraud or other losses to you or us or to protect our legitimate interests. If we do so, we will tell you in writing.
- 4.4 The credit limit does not change simply because we debit an amount to your overdraft account that takes the debit balance of your overdraft account over the credit limit.

5 Cancellation of the Overdraft Facility

- 5.1 You can cancel the overdraft facility at any time by:
- telling us in writing that you want to do this; and
 - paying us the debit balance of your overdraft account plus any amounts charged, accrued or payable but not yet debited to your overdraft account.
- 5.2 We can cancel the overdraft facility at any time and refuse to provide any further credit to you under this contract if we reasonably consider it necessary to prevent fraud or other losses to you or us or to protect our legitimate interests. If we do so, we will notify you as soon as possible.

- 5.3 If the overdraft facility is cancelled:
- (a) you must not attempt to obtain credit under the overdraft facility; and
 - (b) this contract is ended.

6 Joint Accounts

- 6.1 This clause 6 applies if more than one person is named in the Schedule as a "Borrower".
- 6.2 Your liability under these terms and conditions is both joint and several. This means that each of you is liable both on your own and together for the whole of any debit balance on your overdraft account.
- 6.3 Subject to clause 6.4, it is up to all of you to specify how many persons must sign in order to operate your overdraft account. Account operating instructions are part of your contract with us and may only be altered by written notification to us, signed by all of you.
- 6.4 Where you have chosen to have card access to your overdraft account, each of you has access to your overdraft account. As signature is not required to access your overdraft account via a card, it is not possible for you to specify that more than one person must sign in order to operate your overdraft account.
- 6.5 Despite any instructions you may give us to the contrary, we may insist that your overdraft account only be operated on the signatures of all of you if:
- one of you requests us to do so;
 - we are notified of any dispute between you; or
 - we are notified of the death or bankruptcy of any of you.
- 6.6 If one of you (the notifying party) notifies us of a dispute and that the notifying party does not accept liability for further advances of credit, we will exercise our rights under clause 4 and reduce the credit limit to the debit balance of your overdraft account at the time of notification. We will also not allow either of you to obtain further advances of credit. The notifying party will be jointly and severally liable for the debit balance of your overdraft account at the time of notification but will not be liable for any further advances of credit made. You agree that each of you may have access to information about the overdraft account without the consent of the other joint account holders.

7 Authorised signatories and operating instructions

- 7.1 You may ask us, in writing, to authorise one or more other people to access and operate your account. A person who is authorised to operate your account is called an authorised signatory. This includes:
- (a) A person who is authorised to access and operate your account without a card – an authorised signatory;
 - (b) A person who is authorised to access and operate your account with a card – an additional cardholder; and
 - (c) A third party authorised by you to use Bendigo Phone Banking or Bendigo e-banking to access or access and operate your nominated account and who is registered with us as an authorised user for use of Bendigo Phone Banking or Bendigo e-banking - an authorised user.
- 7.2 Where there is more than one authorised signatory you must specify how many of the authorised signatories must authorise a transaction in order to operate your account. Your instructions in relation to how many authorised signatories must authorise a transaction in order to operate your account are called operating instructions.
- 7.3 We do not have to agree to your request to add an authorised signatory to your account, but if we agree we may impose conditions. If we do not agree to your request, we will notify you.

- 7.4 Where you request that a person be authorised as an additional cardholder, and where we agree to that request:
- (a) that person must be:
 - i. 12 years or older (for a Bendigo debit card); or
 - ii. 16 years or older (for all other cards).
 - (b) we will issue to that person a card linked to your account ("additional card");
 - (c) you authorise us to debit your account with all transactions made using the additional card and you will be responsible and liable for these transactions as if you had made them yourself;
 - (d) these terms and conditions apply to the additional card in the same way that they apply to your card.
- 7.5 In relation to an authorised user, you may request a maximum daily withdrawal limit to apply to your authorised user(s). This limit may include \$0 or view only access.
- 7.6 You can arrange to have the authority of an authorised signatory cancelled, stopped or revoked, or your operating instructions changed at any time. If you want to do this you must notify us in writing. You must also return to us any card (cut in half for your protection) or cheque book that we have issued to that person. You remain responsible for all transactions made using an additional card or cheque book until they are returned to us, or you have taken all reasonable steps to return them to us.
- 7.7 We are entitled to act on all instructions given by your authorised signatories in accordance with your operating instructions (including appointing a new authorised signatory or revoking the authority of an authorised signatory) unless the authorised signatory is an authorised user who can only access, but not operate, your account in which case we will only act on the instructions of that person in so far as they relate to accessing your account. We are not required to make any inquiries in relation to any instructions received by an authorised signatory in relation to the operation of your account.
- 7.8 These terms and conditions other than this clause apply to the authorised signatory in the same way that they apply to you.
- 7.9 You should ensure that any authorised signatory has read these terms and conditions and complies with them as if they were you. If the authorised signatory does not comply with these terms and conditions, you will be in breach.
- 7.10 You consent to us giving authorised signatory information about your account.
- 7.11 You may ask us in writing to limit the dollar amount available to some authorised signatories to restrict their liability.

8 Interest Charges

- 8.1 We calculate interest charges on a daily basis by applying the applicable daily percentage rate to the relevant part of the daily balance.
- 8.2 We can debit interest charges to your overdraft account monthly on the last day of each month. We can also debit interest charges to your overdraft account immediately before we make demand under clause 3 or when we cancel the overdraft facility.
- 8.3 The amount of interest charges debited to your overdraft account will comprise the sum of interest charges calculated for each day in the period commencing on:
- in the case of the first interest charge debit, the settlement date;
 - otherwise, the day following the last day for which an interest charge was debited and ending:
 - where the interest charge debit takes effect earlier than immediately before the end of the day on which it is debited, the day before that day; or
 - otherwise, the day on which the interest charge is debited.

- 8.4 We can change each annual percentage rate at any time. If any law regulates that change, we may only change to the extent permitted by, and subject to, the requirements of that law.
- 8.5 You can find out what any current reference rates under this contract are by asking any of our officers at any of our branches or by telephoning 1300 236 344. We publish our reference rates in a major newspaper on the last day of publication each month.
- 8.6 For the purposes of payments under the contract, a day ends at 5.00pm (AEST / AEDT).

9 Fees and Charges

- 9.1 You must pay to us the following fees and charges (which are authorised by this contract):
- government transaction charges; and
 - the credit fees and charges set out in the Schedule which are payable as set out in the Schedule; and
 - any other standard fees and charges (apart from credit fees and charges and government transaction charges) we impose from time to time (see Bendigo Bank Schedule of Fees, Charges and Transaction Account Rebates as amended from time to time).
- 9.2 We can debit these fees and charges to your overdraft account.
- 9.3 We can debit government transaction charges to your overdraft account when the receipt or withdrawal to which those charges relate occurs.
- 9.4 We can change the fees and charges. If any law regulates that change, we may only change to the extent permitted by, and subject to, the requirements of that law. We can also change the contract to introduce new credit fees and charges (see clause 18).

10 What You Owe Us

Once we debit an amount to your overdraft account (if it is not already owed), you owe us that amount.

11 Statements

We will send you a statement of account at least once every three months (not always on the same day in each month). However, we need not send you a statement of account if:

- we wrote off your debt during the statement period and no further amount has been debited or credited to your overdraft account during the statement period; or
- you have been in default under this contract for at least 3 months and we cancelled your overdraft facility before the statement period started and have not provided further credit to you during the statement period.
- You can request a statement of account or query a transaction on your statement of account at any time by contacting any of our branches or telephoning 1300 236 344.

12 Over the Limit Payments

- 12.1 If the debit balance of your overdraft account exceeds the credit limit, you must immediately pay the amount by which that balance exceeds the credit limit. We do not need to ask you for it first.
- 12.2 We do not treat a payment as made until we credit it to your overdraft account.

13 Application of Payments

- 13.1 Payments received by us under the contract may be applied by us to any amounts you owe us under the contract in any order we determine.
- 13.2 If you have any other credit contract with us and you make a payment to us without telling us how the payment is to be applied, we will apply the payment to all or any of the credit contracts in any way we think fit.

14 Inconsistency

- 14.1 If there is any conflict or inconsistency between the Schedule, Standard Terms and Conditions, any security and the Electronic Banking Conditions of Use, those documents will prevail in that order to the extent of the inconsistency.

15 Banking Code of Practice

15.1 The Banking Code of Practice applies to the contract.

The Banking Code of Practice is a code of conduct which sets standards of good banking practice for us to follow when dealing with you. You can obtain a copy of the Banking Code of Practice available from any of our branches or by visiting our website at www.bendigobank.com.au

15.2 You should inform us promptly if you are in financial difficulty so that we may discuss your situation.

16 Account Combination

16.1 We may at any time combine the balances of 2 or more of your accounts even if the accounts are at different branches or in joint names. For example, we may do this if you exceed the credit limit applicable to your overdraft account and the other account is in credit. In this situation the credit in one account would be used to reduce the debit balance in the other account. We will promptly inform you if we combine your accounts. We need not notify you in advance.

16.2 If you are a recipient of Centrelink benefits, we will act in accordance with our obligations under the Code of Operation: Recovery of Debts from Customer Nominated Bank Accounts in receipt of Services Australia income support payments or Department of Veterans Affairs' payments when exercising our right to combine accounts.

16.3 We will not exercise our right to combine your accounts in connection with amounts you owe in respect of any credit facility which you hold with us that is regulated by the National Credit Code:

(a) while we are actively considering your financial situation as a result of your hardship application (we may ask you, as a condition of not exercising our right to combine your accounts, to agree to retain funds in an account until our decision on your hardship application has been made); or

(b) while you are complying with an agreed arrangement with us resulting from our consideration of your hardship application.

17 Enforcement Expenses

17.1 Enforcement expenses may become payable under the contract or a security (or both) in the event of a breach.

17.2 You agree to pay us all reasonable enforcement expenses we reasonably incur arising from any breach of this contract or any security. Enforcement expenses include but are not limited to those reasonably incurred by the use of our staff and facilities. We can debit these amounts to your overdraft account.

18 Security

18.1 If the security includes a mortgage:

- you must ensure the mortgagor's obligations under the mortgage are performed;
- any expenses reasonably incurred by us in preserving or maintaining property subject to that mortgage (including insurance, rates and taxes payable for that property) after a breach occurs and which are authorised by the mortgage will be an enforcement expense under clause 17; and
- if the property the subject of that mortgage can be insured, you must ensure insurance over mortgaged property is taken and maintained. If you do not, we may take out that insurance and any premium we pay will be an enforcement expense under clause 17.

If the security includes a guarantee, you must ensure that the guarantor's obligations under the guarantee are performed.

18.2 Your obligations under the contract are not covered by any security interest other than any security interest referred to in the Schedule or the subject of a specific acknowledgement from you that it covers your obligations under the contract, even if you or someone else have given us a security interest for all your debts to us.

19 Changes

19.1 Acting reasonably, we can change this contract (such as by varying an existing provision or adding a new provision) at any time without your consent including:

- (a) imposing a new fee or charge;
- (b) changing a reference rate or any other rate that applies to this contract;
- (c) changing the manner in which interest is calculated or applied under this contract;
- (d) changing the way in which repayments are calculated or when they are due;
- (e) changing when we will give you a statement of account.

If any law regulates that change, we may only make the change to the extent permitted by, and subject to, the requirements of that law.

We can only make changes to the extent reasonably necessary to protect our legitimate interests, or to benefit you, including:

- (i) changes because of changes to our cost of funds or other costs of doing business or to ensure that we receive an adequate return on assets;
- (ii) changes because of requirements of laws or industry codes of practice, prudential standards, court decisions, decisions of our dispute resolution scheme, guidance or directions from regulators, and similar reasons;
- (iii) changes due to changes in the way we operate our business or our systems;
- (iv) changes we think are necessary to fix errors or to make things clearer;
- (v) changes for information security or similar purposes;
- (vi) changes to reflect market practice or standards or to keep our products competitive and meeting customer expectations and needs; or
- (vii) changes made for other good reasons.

If we make a change to this contract without your consent that is not acceptable to you, you can pay the amount you owe us and end this contract. You may have to pay other fees that are payable when the balance is repaid in full or a security is discharged.

19.2 We will notify you of changes as set out below:

| Type of change | Minimum notice period* | Notification method** |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|-------------------------------------------------------------------------------------------|
| Introducing or changing fees and charges (including timing) | 30 days in advance | In writing or by newspaper advertisement |
| Interest rate changes (other than those below) (This does not apply to rates linked to money markets or other external rates (which we do not control for which we cannot notify changes in advance.) These changes take effect from the earlier of the date you receive notification, or they are first published. | No later than the date of the change | In writing or by newspaper advertisement |
| A change to the: <ul style="list-style-type: none"> • method by which interest is calculated or applied • frequency with which interest is debited or credited | 30 days in advance | In writing |
| Introducing or changing any Government charge or tax (Note: we will only notify you if not publicised by the government separately) | 30 days in advance | <i>In writing or by newspaper advertisement</i> |
| A change to amount of, frequency or time for repayments, the period over which they are to be paid, the manner in which they are to be paid or the method of calculation of repayments | 30 days in advance | <i>In writing</i> |
| Changes: <ul style="list-style-type: none"> • of an administrative nature or which we make in order to fix an error, inconsistency or omission • to replace a reference rate or index with a different reference rate or index • to modify our products or services to improve our customer service • to make the contract consistent with our internal processes, including technology improvements • which we consider necessary or desirable to meet best practices in our industry | 30 days in advance, or shorter if the change is not adverse to you | <i>In writing, by newspaper advertisement or on our website, in any other case</i> |

*We may not give you advance notice if a change reduces your obligations (for example if the interest rate drops) or if you get longer to pay, but we will nevertheless give you notice with your next statement.

**In addition to the methods described in the table, we will always give you notice of each change in the next statement after the change, and we may also notify you by any other method permitted or required by law. Where we give you notice in writing, we may do so electronically only if you have agreed to us doing so.

***We may give you a shorter notice period, or no notice, of an unfavourable change if:

- it is reasonable for us to manage a material and immediate risk, or
- there is a change to, or introduction of a government charge that you pay directly, or indirectly, as part of your banking service. In that case, we will tell you about the introduction or change reasonably promptly after the government notifies us (however, we do not have to tell you about it if the government publicises the introduction or change).

20 Review

20.1 We can review your overdraft facility at the following times:

- (a) if there is a default, or we reasonably believe there is or will be a default;
- (b) at any time your contract specifies that we can perform a review; and
- (c) every 12 months (starting from the date you sign your contract).

20.2 You must give us all reasonably requested information, documents, consents and assistance in connection with a review. We may regard a failure to do so as something that Increases our Credit Risk. Something Increases our Credit Risk if there is a material increase in the risk that:

- (a) you or a guarantor might not comply with your or their financial obligations to us under this contract or the guarantee;
- (b) we might not be able to fully recover from the security everything you or a guarantor owes us under this contract or the guarantee; or
- (c) we are unable to assess either of the things described above.

20.3 After a review, if we reasonably consider that:

- (a) there is a default; or
- (b) there have been circumstances, or will be circumstances, which Increase our Credit Risk (see above),

then we can do any of the following:

- (d) do nothing and continue with your contract on the same terms;
- (e) if there is a default, take action under clauses 3, 4 or 5 (as we reasonably deem appropriate); or
- (f) notify you that we will only continue with your contract if certain changes are made to it (for example, requiring additional security, changing your payment arrangements or requiring you to pay some of the outstanding balance).

20.4 If we require changes to be made to your contract after a review, we will give you at least 30 days to consider those changes.

20.5 If you accept the changes, any variation to your contract will take effect from the time you agree.

20.6 If you do not accept the changes, we may terminate the contract and require you to pay us the amount you owe us.

21 General Matters

- 21.1 We may exercise a right or remedy or refuse to give our consent in any way we consider appropriate including by imposing reasonable conditions.
- 21.2 If we do not exercise a right or remedy fully or at a given time, we can still exercise it later.
- 21.3 Our rights and remedies under this contract are in addition to other rights and remedies provided by law independently of it.
- 21.4 Our rights and remedies under this contract may be exercised by any of our employees or any other person we authorise.
- 21.5 We may only exercise our rights under a term of this contract to the extent (if any) reasonably necessary to protect our legitimate interests. This clause applies to a term of this contract, despite any other term of this contract; if it:
- (a) is subject to unfair contract terms legislation; and
 - (b) is to our advantage; and
 - (c) causes a significant imbalance in the rights and obligations of you and us under this contract; and
 - (d) would cause detriment to you if we applied the term or relied on the term.

Words used in this clause have the meanings given to them in the unfair contract terms legislation.

- 21.6 To the full extent permitted by law we are not liable for any loss (including any consequential loss) caused by the exercise or attempted exercise of, failure to exercise or delay in exercising, a right or remedy to the extent it was not caused by the negligence, fraud or wilful misconduct of us, our employees or agents or a receiver appointed by us.
- 21.7 Information on current interest rates and fees and charges is available on request by contacting any of our branches or telephoning 1300 236 344.

Our Certificates

- 21.8 We may give you a certificate about a matter or about an amount payable in connection with this contract. The certificate is sufficient evidence of the matter or amount, unless it is proved to be incorrect.

Assignment

- 21.9 We may assign or otherwise deal with our rights under this contract. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under this contract. Your rights are personal to you and may not be assigned without our written consent.

Valuations

- 21.10 Any valuation or report we obtain is for our benefit, not yours. You may not rely on it.

Blanks

- 21.11 You agree that we may fill in any blanks in any document related to this contract (such as an acknowledgement) or make minor corrections (such as to correct a typographical error), where the details complete or correct are of no material consequence (for example a date, partially omitted title detail and such-like).

Notices, Other Communications and Serving Documents

- 21.12 Communications from us may be signed by any of our employees. If you are a company, communications from you must be signed by a director.

21.13 Communications for us may be:

- (a) given personally to one of our employees at or sent by post or facsimile to our registered office;
or
- (b) given by any other means permitted by law.

21.14 Communications for you may be:

- (a) given to you personally or left at:
 - (i) any address specified by you; or
 - (ii) (if you are an individual) your residential or business address last known to us; or
 - (iii) (if you are a body corporate) your registered office by leaving it with one of your officers;
or
- (b) sent by pre-paid post at any of these places; or
- (c) given by other means permitted by law.

21.15 Communications given by newspaper are taken to be received on the date they are first published.

Consumer Credit Legislation

21.16 Clauses 21.17 and 21.18 apply to the extent that the National Credit Code applies to this contract. The National Credit Code is government legislation designed to standardise and regulate credit practice within Australia. The National Credit Code sets out requirements we must meet and follow when providing certain credit to you, and some rights you have when dealing with us. A copy of the National Credit Code or more information can be obtained from the National Credit Code website at www.asic.gov.au/credit

21.17 If:

- (a) that Code would otherwise make a provision of this contract illegal, void or unenforceable; or
- (b) a provision of this contract would otherwise contravene a requirement of that Code or impose an obligation or liability which is prohibited by that Code, this contract is to be read as if that provision were varied to the extent necessary to comply with that Code or, if necessary, omitted.

21.18 If that Code is inconsistent with this contract, that Code overrides this contract to the extent of the inconsistency.

Set-Off

21.19 You must pay all amounts due under this contract in full without setting off amounts you believe we owe you except to the extent you have a right of set-off granted by law which we cannot exclude by agreement (such as under a National Credit Code) or whether there is a genuine dispute as to the amounts due under this contract.

Severance

21.20 Subject to clauses 21.16 and 21.17, any provision of this contract that is illegal, void or unenforceable shall be ineffective to the extent only of such illegality, voidness or unenforceability without invalidating the remaining provisions of this contract.

Applicable Law

21.21 If you reside in an Australian state or territory, then this contract is subject to the laws of that state or territory. Otherwise, this contract is subject to the laws of the Australian state or territory under which we first provide credit under this contract.

21.22 You submit to the jurisdiction of the courts of the Australian state or territory whose laws apply to this contract and the proper jurisdiction of any other court.

22 Anti-Money Laundering and Counter-Terrorism Financing (AML/CTF)

To comply with requirements of anti-money laundering and counter-terrorism financing laws we may:

- require you to provide to us, or otherwise obtain, any additional documentation or other information;
- suspend, block or delay transactions on your account, or refuse to provide services to you;
- report any, or any proposed, transaction or activity to any body authorised to accept such reports relating to anti-money laundering and counter-terrorism financing or any other law.

23 Liability

23.1 If you give us authority, we can have regular payments made automatically out of your overdraft account on pre- set dates, advised by you. This type of payment is called a 'Periodical Payment' or 'Direct Debit'. The difference between these payment methods is:

- We make periodical payments from your overdraft account to another account with us or with another financial institution or to a third party. To do this we need you to call into one of our branches to give us your instructions.
- A merchant sends direct debits to your overdraft account according to an authority which you need to set up through the company, organisation or fund receiving the money, allowing us to make these payments.

23.2 Future payments set up using your account number can be altered or stopped by you at any time by advising us by notice in writing, via telephone, via secure email or coming into one of our branches and talking to a staff member. We will take and promptly process your instruction to cancel a direct debit request which is set up using your account number.

23.3 You are encouraged to maintain a record of any Regular Payment Arrangement entered into with a merchant using your card number.

23.4 To either change or cancel any Regular Payment Arrangement set up using your card number you should contact the merchant at least 15 days prior to the next scheduled payment. Until you attempt to cancel the Regular Payment Arrangement with the merchant directly we must accept the merchant's transaction. If possible you should retain a copy of their change/cancellation request. Should the merchant fail to act in accordance with these instructions you may have rights to dispute the transaction.

23.5 Should your card number be changed i.e. as a result of lost or stolen card you must request the merchant to change the details of your existing Regular Payment Arrangement to ensure arrangements continue. If you fail to undertake this activity your Regular Payment Arrangement either may not be honoured by us or the merchant may stop providing the goods and/or services.

23.6 Should you elect to close your card account or your account is closed by us you should contact the merchant to amend any Regular Payment Arrangement set up using your card number; as the merchant may stop providing the goods and/or services.

23.7 It is important that the difference between your overdraft account balance and your credit limit is sufficient to cover periodical payments and direct debits when they are due.

If the balance is insufficient, any direct debits are returned unpaid (dishonored) to the originating third party. However we will attempt to make periodical payments from your overdraft account before 8am for three consecutive days. Another attempt will be made on the fourth day and if still unsuccessful, you will be notified in writing that no more attempts will be made and you should call into one of our branches to arrange payment. A fee will be debited to your overdraft account in these circumstances. (see clause 8)

If the balance is insufficient on three consecutive payment due dates, the authority is cancelled and you are notified in writing.

23.8 If you cancel a direct debit, periodical payment or sweep facility, we must receive your instructions at least 1 business day prior to the due date of the next payment, otherwise that payment may nevertheless be made.

24 Meaning of Words

"Account Over limit Rate" is the reference rate we determine from time to time which we call the "Account Overlimit Rate".

"annual percentage rate" means the rate described as an annual percentage rate in the Schedule.

"Bendigo Home Equity Loan Variable Rate" is the reference rate we determine from time to time which we call the "Bendigo Home Equity Loan Variable Rate".

"card" means a Bendigo Debit Mastercard issued to you or an additional cardholder by us, that can be used to undertake an EFT transaction.

"contract" means the overdraft contract (as varied from time to time) you make or have made with us.

It comprises:

- The Schedule
- The Standard Terms and Conditions; and
- The Electronic Banking Conditions of Use.

"costs" includes charges and expenses and costs; charges and expenses in connection with legal and other advisers.

"credit fees and charges" means the credit fees and charges set out in the Schedule and any other fees and charges payable in connection with this contract or a security, but does not include:

- interest charges,
- any fees or charges that are payable to or by us if they would be payable even if the credit facility were not available,
- enforcement expenses,
- government transaction charges.

"credit limit" means the amount we determine to be the credit limit from time to time. As at the disclosure date it is the amount described as that in the Schedule.

"daily balance" means:

- for a day on which an interest charge is debited to your overdraft account and where the debit made on that day includes the interest charge for that day, the debit balance of your overdraft account immediately before the end of that day; and
- for any other day, the debit balance of your overdraft account at the end of that day.

"daily percentage rate" means each annual percentage rate divided by 365 or 366 in a leap year.

"debit balance of your overdraft account" means the amount by which your overdraft account balance is in debit.

"disclosure date" is the date described as that in the Schedule.

"Electronic Banking Conditions of Use" means the conditions appearing under that heading in this booklet.

"facility term" is that stated in the Schedule. If the facility term is varied, it will be the term as varied.

"government transaction charges" means all additional government stamp and other duties and charges payable on receipts or withdrawals under this contract or a security.

"Home Equity Investment Rate" is the reference rate we determine from time to time which we call the "Home Equity Investment Rate".

"including", "include" or "such as" when introducing an example, does not limit the meaning of the words to which the example relates to that example or examples of a similar kind.

“insolvent” means

- (i) an individual who has either:
 - (a) committed an act of bankruptcy;
 - (b) entered into an assignment, arrangement, compromise or composition with his/her creditors; or
 - (c) is unable to pay any of his/her debts as and when they fall due,
- (ii) a body corporate, partnership, other entity or trustee of a trust in respect of which:
 - (a) (except for the purpose of a solvent reconstruction or amalgamation with our prior written consent), an order has been made to wind it up or a liquidator, provisional liquidator or controller has been appointed to it or any of its assets or a resolution has been passed for it to be wound up;
 - (b) an administrator has been appointed to it;
 - (c) it has entered, or a court has approved the terms of, an assignment, arrangement, compromise or composition with any of its creditors or members;
 - (d) an application has been made by ASIC to deregister or dissolve it;
 - (e) it is insolvent within the meaning of section 95A of the Corporations Act 2001 (as disclosed in its accounts or otherwise); or
 - (f) it is unable to pay its debts as and when they fall due.

“jurisdiction” This contract is governed by the law in force in Victoria. You and we submit to the non-exclusive jurisdiction of the courts in that place

“law” means common law, principles of equity and laws made by parliament (and includes regulations and other instruments under laws made by parliament and consolidations, amendments, re-enactments or replacements of any of them).

“overdraft account” means the account or accounts we establish in your name for the purposes of this contract.

“overdraft account balance” is the difference between all amounts credited and all amounts debited to your overdraft account.

“overdraft facility” is the credit facility available or to be made available to you under this contract.

“person” includes an individual, a firm, a body corporate, an unincorporated association or an authority.

“Regular payment” either a recurring payment or an instalment payment which represents an agreement between a cardholder and a merchant to debit a card at predetermined intervals (e.g. monthly or quarterly) or at intervals as agreed by both parties.

“Schedule” means the document entitled “Overdraft Schedule”.

“security” means each security interest described in the Schedule under “Security” and any substitute or additional security interest given or to be given in connection with this contract.

“security interest” means any mortgage, charge, lien, pledge, trust, power or other rights given or to be given as or in effect as security for the payment of money or performance of obligations. Security interest also includes a guarantee or an indemnity.

“security property” means the property the subject of any security.

“security provider” means each person (other than you) who gives a security.

“settlement date” means the date we first provide you with all or any part of the credit under the overdraft facility.

“Standard Terms and Conditions” means this document as varied from time to time.

"such as" see including.

"we", "us" and "our" means the entity named in the Schedule as the credit provider under this contract and its successors and assigns.

"you" and "your" means the person or persons named in the Schedule as "Borrower". If there are more than one, you and your means each of them separately and every two or more of them jointly. You and your includes your successors and assigns. The singular includes the plural and vice versa.

A reference to:

- (i) a document includes any variation or replacement of it; and
- (ii) anything includes the whole and each part of it.

Electronic Banking Conditions of Use

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Bendigo and Adelaide Bank Limited

ABN 11 068 049 178

AFSL/Australian Credit Licence 237879

Electronic Banking Conditions of Use

Some of the words used in these Conditions of Use have special meanings. When a word with a special meaning is used, it is printed in italics (like this). These special meanings are set out in Clause 14 of these Conditions of Use.

1 Scope of these Conditions of Use

These Electronic Banking Conditions of Use apply when you give us an instruction, through electronic equipment (including EFDs) and using your card or card details, to debit or credit an account, including, for example:

- • cash withdrawals and transfers between accounts using your card at ATMs;
- • purchase of goods or services from a merchant using your card in an EFTPOS terminal; and
- • funds transfer initiated by giving an instruction, through electronic equipment and using an access method, to an account institution (directly or indirectly) to debit or credit an EFT account maintained by the account institution.

These Conditions of Use do not apply:

- • when you are required to sign a voucher, order or other document to perform a transaction using your card or card details; or
- • in relation to Bendigo Phone Banking and Bendigo e-banking which have separate terms and conditions. These can be found in the Bendigo Personal Accounts and Facilities Terms and Conditions.

2 Codes of Practice

We warrant that we will comply with the requirements of the ePayments Code and the Banking Code of Practice in relation to the operation of your accounts and in relation to the use of a Card or Card and PIN to initiate an EFT transaction.

3 Personal Details

- 3.1 You must choose a password for your card. We may ask you for this password at any time as further proof of your identity.
- 3.2 You must notify us immediately if you change your name or address.

4 Your Card

- 4.1 Your card remains our property. We may issue replacement cards at any time and we may retain or require you to return your card at any time.
- 4.2 The fact that any promotional material is displayed at premises, does not mean that we guarantee that all goods and services available there may be obtained by using your card. We are not responsible if a merchant or financial institution refuses to accept your card, does not allow cash withdrawals or places other limitations on using your card.
- 4.3 We are not responsible for goods or services obtained by using your card, unless the law makes us liable. Therefore, if you have any complaints about goods or services, you must take them up with the merchant.
- 4.4 We are not responsible for any refund to you by a merchant or financial institution unless the law makes us liable where you use your card.
- 4.5 When you use your card at the office or EFD of another organisation you are still bound by these Conditions of Use as if the card was used in one of our own offices or EFDs. You will also be subject to any operational condition imposed by that other organisation and we accept no responsibility for the imposition of such conditions.

5 Additional Cards

- 5.1 An account holder who is a cardholder can nominate another person to have an additional card and have access to the account. The person must be 16 years or older. These Conditions of Use apply to any additional card in the same way as they apply to your card. This means that any additional cardholder has the same obligations to us concerning an additional card as you have to us concerning your card. Each account holder will be legally liable to us under these Conditions of Use for all actions and omissions of each additional cardholder and for all use (whether authorised or unauthorised) of an additional card by any person.
- 5.2 You can arrange to have the authority of an additional cardholder cancelled, stopped or revoked at any time. If you want to cancel, stop or revoke the authority of an additional cardholder to access and operate your account, you must notify us in writing and return to us any cards (cut in half for your protection) that we have issued to that person. Cancelling, stopping or revoking the authority of an additional cardholder will not be effective until the additional card is surrendered or you have taken all reasonable steps to have the card returned to us.

6 Our Right to Cancel Your Card

- 6.1 If we believe that you gave us false or misleading information to open your account or to obtain a card or you failed to abide by any of these Conditions of Use, we may cancel your card, and you must immediately return your card together with any additional cards to us.
- 6.2 After we cancel your card, you are still liable for any transaction you or any additional cardholder make until the card is returned to us.

7 Receipts and Statements

- 7.1 When you use an EFD to access your account we will provide you with a record of your transaction, unless you specify that a record is not required. Make sure you check your record of the transaction and keep it to reconcile to your statement.
- 7.2 We send you a statement of account at least once every three months (not always on the same day of each month). However, we need not send a statement of account monthly if:
- no amount was credited or debited to your account during the statement period and the balance on your account is less than \$10;
 - we wrote off your debt during the statement period and no further amount has been debited or credited to your account during the statement period; or
 - you have been in default under this contract for at least 3 months and we cancelled your card before the statement period started and have not provided further credit to you during the statement period.

In each of these circumstances we need only send you a statement at least once every 6 months. You may also request an additional statement at any time but a charge may apply to this.

8 If the EFD Malfunctions

- 8.1 If a Bendigo Bank EFD or electronic system malfunctions after having accepted your EFT instructions and fails to complete the transaction in accordance with those instructions resulting in loss to you of some or all of the amount of a transaction, we will correct that loss by making any necessary adjustments to your account including an adjustment of any interest or fee. If you consider that you have incurred additional losses as a consequence of the malfunction you may make a claim for any such loss.

If you are aware or should have been aware that the Bendigo Bank EFD or electronic system was unavailable for use or was malfunctioning then our responsibility will be limited to the correction of errors in your account and the refund of any fees or charges imposed as a result.

- 8.2 We may withdraw electronic access to your account without prior notice to you in the event of any EFD or electronic system malfunction.

9 Use of EFDs

- 9.1 We may limit the amount which you can withdraw from your account on any one day. We may also limit the way the money is given out, e.g. if you want to withdraw \$400, (and that amount is not in excess of the maximum amount withdrawable daily), the EFD may not pay out that amount in one transaction. You may receive \$300 and then have to make another withdrawal of \$100. Currently the maximum amount that can be withdrawn using your card is \$1000 per day (irrespective of the number of accounts which can be accessed by your card). Merchants and operators of EFDs may impose additional restrictions.
- 9.2 You may link your card to:
- a primary demand deposit account
 - a primary mortgage loan account.
- 9.3 You can use your card to carry out the following transactions at any of our automatic teller machines:
- Make deposits to a primary demand deposit account and a primary mortgage loan account.
 - Make withdrawals from a primary demand deposit account.
 - Transfer money from a primary demand deposit account to a primary mortgage loan account.
 - Get account balances for a primary demand deposit account.
- 9.4 You can use your card at an automatic teller machine operated by a financial institution other than us to carry out the following transactions:
- Withdrawals from a primary demand deposit account.
 - Get account balances for a primary demand deposit account.
- 9.5 You can use your card at an EFTPOS terminal to withdraw cash from a primary demand deposit account
- 9.6 You can use your card at a Bank@Post™ terminal to carry out the following transactions:
- Withdrawals from a primary demand deposit account.
 - Deposits to a primary demand deposit account.
 - Get an account balance for a primary demand deposit account.

10 Processing Date, Deposits, Withdrawals, Transfers and Purchases on Your Account

- 10.1 Transactions made via an EFD after 5.00pm (AEST / AEDT) on any day may be held over and not processed to take effect until the next day.
- 10.2 When you make a deposit to your account at an EFD operated by us, two bank officers open the EFD the next working day and compare the amount you placed in the envelope with the amount you entered in the EFD. If there is a difference between these two amounts then we will accept the amount in the envelope as the amount deposited and advise you in writing as soon as possible of the difference and adjust the account backdated to the date of the deposit.
- 10.3 The cheques that you deposit must be correctly endorsed.
- 10.4 The proceeds of any deposit may not be available for up to seven working days after the deposit is made. However, this does not mean that the proceeds of any cheques are clear and should the drawer's bank return a cheque after this time, we reserve the right to debit your account with the amount of the cheque plus applicable bank charges.
- 10.5 Unless we inform you otherwise, deposits to your account may be made:
- • at any of our branches;
 - • by mail;
 - • through any Bendigo Bank Automatic Teller Machine;
- or
- • through Bank@Post™ offices.

- 10.6 You must not make any withdrawals, transfers or purchases for an amount that is greater than the balance on any account that is not a credit account. We do not provide unauthorised credit on such an account. If you do overdraw on such an account you must pay it to us immediately and you authorise us to transfer any money held by us in other accounts in your name to that overdrawn account, to repay the overdrawn amount.

In the case of recipients of Social Security benefits, any such transfer action undertaken will conform with the provisions of the Code of Operation for Social Security Direct Deposits Payments Scheme.

If you overdraw any account that is not a credit account, a fee may be charged for clearing that overdrawn account, in addition to any interest on the amount overdrawn which will be calculated daily until the overdrawn amount is repaid.

11 Card and PIN Security and Unauthorised Transactions

11.1 Keep your card and PIN secure

11.1.1 Your PIN is confidential. It is your electronic signature. You must keep your PIN and card secure. You may be legally liable if someone else uses your card and/or PIN without your permission, (see condition 11.3).

11.1.2 Make sure you:

- Sign your card as soon as you receive it, if it includes a signature panel.
- Memorise your PIN and then destroy any written record you have of it. If you cannot remember your PIN without assistance do not record your PIN on your card and do not store or carry any record of your PIN in an undisguised form with the card (merely placing a couple of digits at the beginning or end of your PIN disguising it as a telephone number, postcode or birth date is not sufficient).
- Do not let anyone use your card. You may be legally liable if someone else uses your card and PIN with or without your permission.
- Do not let anyone see your PIN when you use an EFD. DO NOT store or carry both your Card and PIN record (without making a reasonable attempt to disguise the PIN or prevent unauthorised access to the PIN record) in the same receptacle (e.g. handbag, briefcase, luggage) or location (e.g. room, desk, cabinet) where it may be liable to loss or theft simultaneously.
- Collect your card from the ATM after completing a transaction.
- Destroy expired cards.
- Ensure that any additional cardholder does each of these things.

You are not liable for any unauthorised use that occurs before you have received your card and PIN. You will acknowledge receipt of both when you collect your card from your branch.

- 11.2 If your card is lost or stolen or you believe your PIN has been discovered or there are unauthorised transactions on your account

11.2.1 Notify us as soon as possible if you believe:

- Someone has stolen your card.
- You have lost your card.
- Someone has discovered your PIN.
- There is an unauthorised transaction on your account.

The best way is to telephone our 24 hour Hotline on 1800 035 383. This is available 24 hours a day, seven days a week. You should confirm any verbal notification at one of our branches as soon as possible.

11.2.2 Should the Hotline not be available when you discover your card is lost or stolen, or your PIN discovered, then you are not liable for any loss you suffer during the period of unavailability as long as you notify us within a reasonable time of the Hotline becoming available.

11.2.3 When you report the loss, theft or unauthorised use of your card or PIN, you will be given a notification number which you should retain as evidence of the date and time of your report.

11.2.4 The account holder is not liable for any transactions resulting from unauthorised use of your card after you have given us notice as required by this condition 11.2.

11.3 The account holder's liability for authorised and unauthorised transactions on your card.

11.3.1 The account holder is responsible for all transactions carried out using the card by any of you or by anyone else with the knowledge and consent of any one of you.

11.3.2 The account holder will not be liable for losses arising from unauthorised transactions carried out using the card:

- which occur after you have given us notice as required by condition 11.2;
- that are caused by the fraudulent or negligent conduct of our employees or agents or companies involved in networking arrangements or of merchants who are linked to the EFT system or of their agents or employees;
- which relate to cards that are forged, faulty, expired, or cancelled;
- that arise from transactions which required the use of a card or PIN and that occurred before you received your card or PIN (including a reissued or replacement card or PIN);
- that are caused by the same transaction being incorrectly debited more than once to the same account; or where it is clear you have not contributed to the loss.

11.3.3 The account holder is liable for losses arising from unauthorised transactions carried out using the card only as provided in conditions 11.3.4, 11.3.5, 11.3.6 and 11.3.7.

- 11.3.4 Where we can prove on the balance of probability that you contributed to the losses in any of the following ways:
- through your fraud;
 - by voluntarily disclosing your PIN to anyone, including a family member or friend;
 - by recording the PIN on the card, or keeping a record of the PIN (without making any reasonable attempt to disguise the PIN or prevent unauthorised access to the PIN) on the one article, or on several articles, carried with the card or liable to loss or theft simultaneously with the card;
 - where we permit you to select or change a PIN, by selecting numbers which represents your birth date or letters which are a recognisable part of your name, if immediately before you did this we specifically warned you not to do so and that you might incur liability by doing so;
 - by acting with extreme carelessness in failing to protect the security of the PIN;
 - the account holder is liable for the actual losses which occur before we are notified under condition 11.2, but is not liable for the amounts set out in condition 11.3.6;
 - by leaving a card in an ATM which incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.
- 11.3.5 Where we can prove on the balance of probability that you contributed to the losses by unreasonably delaying to notify us as required by condition 11.2 after becoming aware of the misuse, loss or theft of a card, or that the PIN had become known to someone else, the account holder is liable for the actual losses which occur between when you became aware (or should reasonably have become aware in the case of a lost or stolen card) and when we were actually notified, but is not liable for the amounts set out in condition 11.3.6.
- 11.3.6 An account holder is not liable under conditions 11.3.4 or 11.3.5 for the following amounts:
- that part of the losses incurred on any one day which exceed any applicable daily transaction limit;
 - that part of the losses incurred in a period which exceeds any other periodic transaction limit applicable to that period;
 - that part of the losses incurred on an account which exceeds the balance of the account (including any prearranged credit);
 - that part of the losses incurred on any account which you and we had not agreed could be accessed using the card and PIN;
 - any losses incurred as a result of conduct we expressly authorised you to engage in;
 - any losses incurred as a result of you disclosing, recording or storing a PIN in a way that is required or recommended for the purposes of using an account access service which is expressly or impliedly promoted, endorsed or authorised by us.
- 11.3.7 Where we cannot prove that the account holder is liable under condition 11.3.4 or 11.3.5 but a PIN was required to perform the unauthorised transactions, the account holder is liable for the least of:
- \$150; or
 - the balance of those account(s) (including any pre-arranged credit) which you and we have agreed may be accessed using the card; or
 - the actual loss at the time we are notified (where relevant) that the card has been misused, lost or stolen or that the PIN has been disclosed to someone else (but not that portion of the loss incurred which exceeds an applicable daily or periodic transaction limit).

11.3.8 You must note when your card will expire and advise us of any changes to your address at least two months prior to the card expiring. This will ensure our records are up to date in the event we mail your reissue card directly to you.

12 Safeguarding payment instruments

You should safeguard payment instruments such as cards, cheques, bank cheques and passbooks. Subject to clause 11 you will be liable for all transactions arising from the use of a payment instrument until you have advised us of its loss, theft or misuse. If any of the above payment instruments are lost, stolen or misused, you should contact us immediately.

13 Errors or Questions

13.2 If you have a complaint concerning matters covered by these Conditions of Use (including any apparent error in a transaction or instances of unauthorised transactions or error in your statement), please promptly notify us. You can:

- contact any of our branches; or
- telephone 1800 035 383 during business hours; or
- write to Card Administration, PO Box 480, Bendigo 3552.

13.3 When you contact us:

13.3.1 Provide us with your name and card number.

13.3.2 You will be advised as to the steps you must take so that an investigation may proceed. You will be required to give details of all relevant information regarding the transactions you are unsure about. If we decide to resolve an unauthorised transaction complaint by finding the account holder is liable for none of the loss or not more than \$150 of the loss under condition 11.3.7, then within seven business days of receiving the complaint, we will adjust the account accordingly, provide the information required by paragraphs six and nine of this condition and close the investigation. Otherwise, if we are unable to resolve the matter immediately we will provide you with a written advice of our procedures as to how it will be investigated further and the other paragraphs in this condition will apply;

13.3.3 Within 21 days of receiving from you the relevant details of your complaint we will advise you in writing of either

- (a) the outcome of our investigation and which provisions of these Conditions of Use and the ePayments Code were used in determining your or our liability if any, or
- (b) the need for more time to complete our investigation.

If we conclude as a result of our investigations that your account has been incorrectly debited or credited, we will promptly adjust your account (including any interest and charges) accordingly and notify you in writing of the amount by which your account has been debited or credited as a result.

If we conclude from our investigations that your account has not been incorrectly debited or credited, or in the case of unauthorised transactions, that you have contributed to at least part of the loss occasioned by the unauthorised use (see condition 11.3) we will supply you with copies of any document or other evidence on which we based our finding.

You will be advised in writing that, if you are not satisfied with our findings, you may request a review of these findings by our senior management. You will also be advised in writing of other avenues of dispute resolution that are available to you.

Where we fail to observe the appropriate allocation of liability in accordance with clauses 5 and 6 of the ePayments Code or fail to explain the reasons for any finding that the account holder is liable by reference to relevant aspects of those clauses, or in any material respect we fail to observe the complaint investigation and resolution procedures as set out in the Terms and Conditions in this Part or required by the ePayments Code of Conduct; and where such failure contributed to a decision by us against the account holder or delayed the resolution of the complaint, we may accept full or partial liability for the amount of the transaction which is the subject of your query/complaint.

13.4 Mistaken Internet Payments

In this clause, the following words have these specific meanings:

Mistaken Internet Payment means 'Mistaken Internet Payment' under the ePayments Code or a 'Mistaken Payment' under the NPP Regulations.

Note: This relates to payments you make to an Unintended Recipient using the Pay Anyone Service where you enter an incorrect BSB or account number. It does not include payments made using BPay® or a Misdirected Payment under the NPP Regulations.

® Registered to BPAY Pty Ltd ABN 69 079 137 518.

ADI means an Authorised Deposit-taking Institution as defined in the Banking Act 1959 (Cth)

NPP means the New Payments Platform owned and operated by or for NPP Australia Limited.

Other ADI means an ADI who subscribes to the ePayments Code, where their customer is the unintended recipient.

Unintended Recipient means the recipient of funds as the result of a Mistaken Internet Payment.

This clause applies where you have made a Mistaken Internet Payment:

- covered by the ePayments Code and the Other ADI subscribes to the ePayments Code; or
- which was processed through the NPP.

If you have made a mistaken internet payment, you should report it to us as soon as possible. We will investigate your reported mistaken internet payment and inform you of the outcome in writing within 30 business days of your report.

Without the consent of the Unintended Recipient, it may be possible to retrieve the funds from your Mistaken Internet Payment if:

- (a) you reported the Mistaken Internet Payment to us within seven months;
- (b) we decide that a Mistaken Internet Payment has occurred;
- (c) the Other ADI decides that a Mistaken Internet Payment has occurred; and
- (d) the Unintended Recipient has sufficient credit available in their account to retrieve the funds.

Note: If you report the Mistaken Internet Payment after 10 days but before seven months, the Unintended Recipient will be given an opportunity to establish that they are entitled to the funds.

With the consent of the Unintended Recipient, it may be possible to retrieve the funds from your Mistaken Internet Payment if:

- (a) both we and the Other ADI decide that a Mistaken Internet Payment has occurred but the Unintended Recipient does not have sufficient credit in their account;
- (b) both we and the Other ADI decide that a Mistaken Internet Payment has occurred, but you reported the Mistaken Internet Payment after seven months; or
- (c) the Other ADI decides (in their discretion) to seek the Unintended Recipient's consent to return the funds even if the Other ADI is not satisfied that a Mistaken Internet Payment has occurred.

If the Other ADI withdraws funds from the Unintended Recipient's account, they will return it to us. We will then return it to you as soon as possible.

You will be responsible for any of your losses following a Mistaken Internet Payment if:

- (a) both we and the Other ADI decide that no Mistaken Internet Payment has occurred; or
- (b) in certain circumstances, the Unintended Recipient is able to establish that they are entitled to the funds; or
- (c) the consent as described above is not obtained from the Unintended Recipient.

You may complain about the report by contacting the Customer Feedback Team on telephone 1300 361 911 8:30am – 5.00pm (AEST /AEDT) Monday to Friday. If you are not satisfied with the outcome you may contact the Australian Financial Complaints Authority on telephone 1800 931 678.

Where you are the recipient of a Mistaken Internet Payment, you authorise us to withdraw the funds relating to that Mistaken Internet Payment from your account if we are required under the ePayment Code to recover those funds from you and return them to the payer's ADI.

14 Variation of these Electronic Banking Conditions of Use

We can change these Electronic Banking Conditions of Use at any time. However, if any law or the ePayments Code or the Banking Code of Practice regulates how and when a change can be made, we may only make the change to the extent permitted by, and subject to the requirements of, that law or Code.

For example, under the ePayments Code:

- (a) for changes we need to make due to an immediate need to restore or maintain the security of our systems or individual accounts, we do not have to give advance notice;
- (b) for other changes which:
 - increase your liability for losses relating to EFT transactions;
 - impose or increase charges relating to the use of your card or PIN or relating to issuing additional or replacement cards or new PINs;
 - impose, remove or adjust a daily transaction limit or other periodic transaction limit applying to the use of a card, PIN or EFD or electronic system for EFT transactions,
 - we will give you at least 30 days written notice of any changes, subject to the provisions of the ePayments Code of Conduct; and
- (c) for any other changes, we will notify you in advance of the date the change takes effect in a manner to be chosen by us which is likely to come to the attention of as many account holders as possible (for example media advertisements or placing notices on or near EFDs prior to implementing the changes).

Other Codes and laws may apply in addition to the ePayments Code and require different periods of notice and means of giving notice for various changes.

15 Meaning of Words

"account" means the overdraft account referred to in the Standard Terms and Conditions in this booklet and any other banking facility approved by us which may be accessed by a card.

"account access service" has the same meaning as in the ePayments Code.

"account holder" means the person or persons named in the Schedule as "Borrower". If there are more than one, it means each of them separately and every two or more of them jointly and includes their successors and assigns.

"Bendigo Bank EFD" means an EFD controlled or provided by or on behalf of the Bank to facilitate EFT transactions.

"card" means a card we issue to you that can be used to access EFDs. It includes any cards issued to additional cardholders.

"EFD" means electronic funds devices; it includes Automatic Teller Machines, Point of Sale Terminals, Bank@Post™, EFTPOS, Card Telephones and Petrol Dispensing Machines.

"EFT" means the electronic transfer of funds.

"ePayments Code" means the ePayments Code of Conduct.

"password" means the word nominated at application by the cardholder for identification purposes.

"person" includes an individual, a firm, a body corporate, or an incorporated association or an authority.

"Pay Anyone transaction" means a transaction using the Pay Anyone Service as described in section L of the Personal Accounts and Facilities Terms and Conditions, which can be obtained by contacting any of our branches, by telephoning 1300 236 344, by visiting our website www.bendigobank.com.au.

"PIN" means the Personal Identification Number.

"primary demand deposit account" means any cheque or statement account you nominate to be your primary demand deposit account.

"primary mortgage loan account" means any secured loan account you nominate to be your primary mortgage loan account.

"Schedule" means the document entitled "Overdraft Schedule".

"we", "us", or, "our" means Bendigo and Adelaide Bank Limited ABN 11 068 049 178 Australian Credit Licence 237 879.

"you" or "your" means a cardholder and, unless the context indicates otherwise, includes an additional cardholder. If there is more than one cardholder, you means each of them separately and every two or more of them jointly.

The singular includes the plural and vice versa. A reference to:

- a document includes any variation or replacement of it.
- law means common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, reenactments or replacements of them).

Any thing includes the whole and each part of it.

The following part of the terms and conditions booklet only applies to your loan if, when you sign the Schedule, you intend to use the credit wholly or predominantly for personal, domestic or household purposes.

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How to contact us

Call 08 8201 9866

Email migration.careteam@bendigoadelaide.com.au

Bendigo and Adelaide Bank Limited ABN 11 068 049 178

AFSL / Australian Credit Licence 237879

(05/25)

