QUEENSLAND COUNTRY

CUECARDS

Conditions of Use

Effective from 1 July 2016

Queensland COUNTRY CREDIT UNION

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BEFORE YOU USE YOUR CUECARD

Please read these Conditions of Use. They apply to:

- all transactions initiated by you through an Electronic Banking Terminal (which in these Conditions of Use refers to EFTPOS devices and ATMs) by the combined use of your CUECARD and a Personal Identification Number ("PIN"); and
- all other transactions effected with the use of your CUECARD or your CUECARD Number.

Either the activation of your CUECARD, or the first time that you use your CUECARD (comes first), will be taken as your agreement to comply with the terms and conditions set out in these Conditions of Use. You should be aware that a transaction may arise on your CUECARD prior to you activating your CUECARD in circumstances where a transaction is conducted manually or is below certain monetary limits where no electronic approval is required. In these circumstances, the balance in your Linked Account will be reduced by the amount of this transaction.

If you fail to properly safeguard your CUECARD or PIN you may increase your liability for unauthorised use (refer to section 14 for a list of circumstances where you may be held liable for unauthorised use of your CUECARD).

If these Conditions of Use are not clear to you, contact Queensland Country **BEFORE** using your CUECARD or alternatively seek independent advice from your accountant or lawyer.

Information on current fees and charges that apply in relation to the use of your CUECARD can be obtained by contacting Queensland Country.

Words that are capitalised are defined in section 24 below.

IMPORTANT POINTS TO REMEMBER TO SAFEGUARD YOUR ACCOUNT

- sign your CUECARD immediately when you receive it;
- memorise your PIN and never store it with or near your CUECARD;
- never write your PIN on your CUECARD;
- never lend your CUECARD to anyone;
- never tell anyone your PIN;
- don't choose a PIN that is easily identified with you, e.g. your birth date, an alphabetical code which is a recognisable part of your name or your car registration;
- don't choose a PIN that is merely a group of repeated numbers;
- try to prevent anyone else seeing you enter your PIN into an ATM or EFTPOS device (i.e. an **"Electronic Banking Terminal"**);
- never leave your CUECARD unattended, e.g. in your car, at work or near the ATM machine;
- immediately report the loss, theft or unauthorised use of your

CUECARD to the **CUECARD 24hr EMERGENCY HOT LINE on free call – 1800 621 199;**

- keep a record of the **CUECARD 24hr EMERGENCY HOT LINE** telephone number with your usual list of emergency telephone numbers;
- examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and
- for security reasons, on the expiry date destroy your CUECARD by cutting it diagonally in half for your protection.

1. INTRODUCTION

These Conditions of Use apply to:

- use of your CUECARD when used in conjunction with a PIN in an Electronic Banking Terminal;
- use of your CUECARD to purchase goods or services in circumstances where a PIN is not required; and
- use of your CUECARD or CUECARD Number in a way acceptable to Queensland Country.

At your request, Queensland Country may attach other services to your CUECARD. Any additional services that you request to be attached to your CUECARD will be advised to you in writing.

The first time that you activate your CUECARD (if required by Queensland Country) or the first time that you use your CUECARD (whichever comes first) constitutes your agreement to the conditions set out in these Conditions of Use.

If you do not agree with the terms of these Conditions of Use, do not:

- activate your CUECARD (if required by Queensland Country) or use it (or allow anyone else to use or activate your CUECARD); or
- permit an Additional Cardholder to use his or her CUECARD.

Instead, return all CUECARDS to Queensland Country (cut diagonally for your protection).

2. APPLICATION OF CODES

Queensland Country warrants that it will comply with the requirements of the ePayments Code (the Code) as established by the Australian Securities and Investments Commission (ASIC).

The provisions of any industry code of practice such as the Customer Owned Banking Code of Practice (COBCOP) may also apply to the use of your CUECARD if Queensland Country has agreed to be bound by an industry code of practice.

If you would like to know which industry codes of practice apply to the use of your CUECARD or you would like to obtain a copy of any relevant code, you should contact Queensland Country.

3. SIGNING YOUR CUECARD

You agree to sign your CUECARD as soon as you receive it and before using it, as a means of preventing unauthorised use.

4. PERSONAL IDENTIFICATION NUMBER (PIN) SECRECY

If you fail to properly safeguard your PIN you may increase your liability for unauthorised use (refer to section 14 below for a list of circumstances where you may be held to be liable for an unauthorised transaction). We therefore **strongly recommend** that:

- you not record your PIN on your CUECARD or on anything with or near your CUECARD;
- you not tell anyone your PIN or let anyone see it;
- you try to prevent anyone else seeing you enter your PIN into an Electronic Banking Terminal; and
- if you think that your PIN has become known to someone else, you should notify Queensland Country immediately.

5. REPORTING THE LOSS OR THEFT OF YOUR CUECARD

If you believe your CUECARD or PIN record has been lost or stolen, or your PIN has become known to someone else, you should IMMEDIATELY report this by contacting:

DURING NORMAL BUSINESS HOURS

Refer to Queensland Country's website www.qccu.com.au for a listing of our branch contact information and normal business hours or call our Contact Centre on 1800 075 078.

OUTSIDE NORMAL BUSINESS HOURS

CUECARD 24hr EMERGENCY HOT LINE

Freecall - 1800 621 199.

If you call the CUECARD 24hr Emergency Hot Line:

- you will be given a reference number which you should retain as evidence of the date and time of your report; and
- you should advise Queensland Country as soon as you can that you have made a report to the CUECARD 24hr Emergency Hot Line.

If, for any reason any of the above methods of notification is unavailable, any losses occurring due to non-notification will be the liability of Queensland Country. To avoid further losses you are required to continue to try to provide notification of your lost or stolen CUECARD by using one of the methods referred to above. Providing you continue to try and use reasonable endeavours having regard to your own individual circumstances to notify Queensland Country or the CUECARD 24hr Emergency Hot Line, Queensland Country will continue to be liable for any loss occurring as a result of further

unauthorised use of your CUECARD.

If you do not try to notify Queensland Country using any of the agreed methods of notification, as is reasonable having regard to your own individual circumstances, then you may become liable for any losses occurring on your CUECARD in accordance with section 14 below.

If the loss, theft or misuse occurs **OUTSIDE AUSTRALIA** you must confirm the loss, theft or misuse of your CUECARD with Queensland Country by emailing info@qccu.com.au or by telephone or priority paid mail as soon as possible.

6. USING YOUR CUECARD

At the time you receive your CUECARD, Queensland Country will advise you in writing:

- what transactions your CUECARD will enable you to perform at an Electronic Banking Terminal;
- where you can use your CUECARD to perform a transaction; and
- which Electronic Banking Terminal networks you may use.

Queensland Country does not warrant or accept any responsibility if an Electronic Banking Terminal (whether or not that Electronic Banking Terminal displays CUECARD signs or promotional material) does not accept your CUECARD. You should always check with the relevant merchant that it will accept your CUECARD before purchasing any goods or services.

You may only use your CUECARD to perform transactions on your Linked Account.

In the first instance, Queensland Country will debit your Linked Account (which will reduce the balance of your Linked Account) with the value of all transactions carried out:

- by using your CUECARD at an Electronic Banking Terminal;
- by using your CUECARD Number; or
- when your CUECARD is presented to a merchant (or someone else on behalf of a merchant) in a way acceptable to Queensland Country.

Fraudulent transactions can arise from use of your CUECARD or CUECARD Number. Where you advise Queensland Country that a transaction that has been debited (deducted) from your Linked Account is fraudulent, unauthorised or disputed, Queensland Country will investigate and review that transaction in accordance with section 15 of these Conditions of Use.

Queensland Country will also credit your Linked Account (which will increase the balance of your Linked Account) with the value of all deposit transactions processed at Electronic Banking Terminals.

Queensland Country is not responsible in the event that you have a dispute regarding the goods or services purchased using your CUECARD. In the first instance, you should contact the merchant directly. If you cannot resolve the dispute with the merchant,

Queensland Country has the ability in certain circumstances to investigate disputed transactions on your behalf (refer to section 15 below for a list of circumstances when Queensland Country can investigate disputed transactions) and attempt to obtain a refund for you.

If the Linked Account is in the name of more than one person (referred to as a joint account), then you and the joint account holder will be jointly and severally liable (in the first instance) for all transactions carried out by using yours or the joint account holder's CUECARD or CUECARD Number. This means that:

- your joint account holder will be liable to Queensland Country (in the first instance) for all transactions that are carried out by use of your CUECARD or CUECARD Number; and
- if applicable, you will be liable to Queensland Country (in the first instance) for all transactions that are carried out by use of the joint account holder's CUECARD or CUECARD Number.

It is an offence under Australian law to conduct transactions on an account which may lead to an actual or attempted evasion of a taxation law, or an offence under any other Commonwealth law or Territory law. Where Queensland Country has reasonable grounds to suspect that such transaction(s) have occurred via your use of your CUECARD, Queensland Country is obliged to report this to the Australian Transaction Reports and Analysis Centre (AUSTRAC). Should your CUECARD be used for unlawful purposes, Queensland Country may restrict you from accessing any available funds on your Linked Account.

7. TRANSACTION LIMITS

You agree that you will **NOT** use your CUECARD to:

- overdraw the balance in your Linked Account; or
- exceed the unused portion of any credit limit provided by Queensland Country under a pre-arranged credit facility.

Queensland Country:

- may set temporary or permanent limits on the minimum and maximum amounts that you may withdraw from your Linked Account on any one day through an Electronic Banking Terminal; and
- will advise you of any daily transaction limits that apply at the time of your application for your CUECARD.

Where Queensland Country imposes a temporary minimum or maximum limit, Queensland Country will use reasonable endeavours to notify you that it has imposed a temporary transaction limit. A temporary maximum transaction limit will usually be imposed in circumstances where transactions appear to be suspicious or fraudulent. Where Queensland Country imposes a new permanent minimum or maximum transaction limit, Queensland Country will

inform you of this change in accordance with the requirements set out in section 20 of these Conditions of Use.

Merchants offering EFTPOS facilities have the right to impose conditions on the use of such facilities. This can include imposing their own transaction limits or restrictions on the amount of cash or value that you may obtain by using your CUECARD.

8. AUTHORISATIONS AND PROCESSING OF TRANSACTIONS

Certain transactions that you make using your CUECARD may need to be authorised by Queensland Country before they can proceed. In these circumstances, prior to the transaction being completed, the relevant merchant's financial institution will obtain authorisation from Queensland Country for the transaction to be processed. Once authorisation is obtained, it will reduce the amount of available funds in your Linked Account. If circumstances occur where authorisation is obtained by Queensland Country but the relevant transaction is not completed, your available funds in your Linked Account may be reduced for up to four (4) Business Days.

Transactions will not necessarily be processed to your Linked Account on the same day they occur. The date that you conduct the transaction is referred to as the transaction date. Some transactions will be processed after the transaction date. This is usually due to the relevant merchant's financial institution not processing the relevant transaction on the transaction date.

Queensland Country has the right to refuse authorisation for you to effect a transaction if:

- Queensland Country has restricted access to your Linked Account in accordance with section 12 of these Conditions of Use;
- in accordance with section 22 of these Conditions of Use, Queensland Country believes on reasonable grounds that the transaction is fraudulent or suspicious; or
- the transaction will result in you overdrawing your balance in your Linked Account.

9. DEPOSITS AT ELECTRONIC BANKING TERMINALS

Any deposit you make at an Electronic Banking Terminal will not be available for you to draw against until your deposit has been verified by Queensland Country. You should note that not all Electronic Banking Terminals accept deposits.

Proceeds of cheques will not be available for you to draw against until cleared.

10. ADDITIONAL CARDS

Queensland Country may allow you to request that an additional CUECARD be given to your nominee (referred to as an Additional

Cardholder). Queensland Country is not obliged to grant any additional CUECARDS. Queensland Country is required to comply with all laws governing the issuing of debit cards (including identification and verification of any additional cardholders in accordance with the AML Legislation).

When Queensland Country issues an additional CUECARD at your request:

- you agree that you will provide the Additional Cardholder with a copy of these Conditions of Use and any updates Queensland Country makes to these Conditions of Use from time to time that are communicated to you;
- you will be liable (in the first instance) for all transactions carried out by use of the additional CUECARD. Fraudulent or unauthorised transactions can occur on debit cards. Where you (or your Additional Cardholder) advise Queensland Country that a transaction that has occurred on your CUECARD or your Additional Cardholder's CUECARD is fraudulent, unauthorised or disputed, Queensland Country will investigate and review that transaction in accordance with section 15 below;
- you authorise Queensland Country to give to any Additional Cardholder information about your accounts for the purposes of their use of the additional CUECARD. You also authorise Queensland Country to act on the instructions of the Additional Cardholder in relation to their use of their additional CUECARD, except to the extent that any such instructions relate to the termination of your accounts or the replacement of an additional CUECARD following cancellation of that CUECARD by you; and
- you can cancel the additional CUECARD at any time by cutting it in half diagonally and either returning the pieces to Queensland Country and requesting the additional CUECARD be cancelled or by informing Queensland Country that you have destroyed the additional CUECARD and disposed of the pieces securely. You must then write to Queensland Country confirming cancellation of the additional CUECARD. If you cannot destroy the additional CUECARD you should contact Queensland Country by telephone and request that a "stop" be placed on your Linked Account.

If an Additional Cardholder does not comply with these Conditions of Use then you will be in breach of these Conditions of Use (refer to section 12 below).

11. RENEWAL OF YOUR CUECARD

Queensland Country will forward to you and your Additional Cardholder a replacement CUECARD before the expiry date of your current CUECARD or additional CUECARD, provided that you are not otherwise in default under these Conditions of Use.

If you do not require a replacement CUECARD, either for yourself or your Additional Cardholder, you must notify Queensland Country before the expiration date of your current CUECARD. You must give

Queensland Country a reasonable time to arrange cancellation of the issue of a replacement CUECARD.

Queensland Country may issue a new CUECARD to you or your Additional Cardholder at any time. All reissued cards are subject to these Conditions of Use. Queensland Country will typically do this in circumstances where it considers that the security of your CUECARD or PIN may have been compromised or where Queensland Country is required to issue new cards to all its cardholders as a result of any payment scheme rule changes. In these circumstances, you will not be charged any replacement card fee.

12. CANCELLATION AND RETURN OF YOUR CUECARD

12.1 The CUECARD always remains the property of Queensland Country.

12.2 Queensland Country may:

(1) cancel your CUECARD and demand the return of the CUECARD issued to you and your Additional Cardholder at any time:

(i) for security reasons where your CUECARD has been or is reasonably suspected by Queensland Country to have been compromised and such compromise has been caused directly by you, an Additional Cardholder or any other third party as a result of your conduct;

(ii) if you breach these Conditions of Use or the terms and conditions of the Linked Account and you fail to remedy that default within 14 days after receiving a written notice from Queensland Country requesting you to remedy the default;

(iii) if you close your Linked Account;

(iv) if you cease to be a member of Queensland Country if it is a credit union or building society; or

(v) if you alter the authorities governing the use of your Linked Account (unless Queensland Country agrees otherwise); or

(2) capture the CUECARD at any Electronic Banking Terminal.

In these circumstances, Queensland Country will notify you that your CUECARD has been cancelled.

12.3 **You may cancel your CUECARD or your Additional Cardholder's CUECARD at any time by giving Queensland Country written notice.** In these circumstances you must either return all CUECARDS to Queensland Country (cut diagonally for your protection) or confirm by telephone that all

CUECARDS have been destroyed and that you have disposed of the pieces securely. You must then write to Queensland Country to confirm cancellation of your CUECARDS.

12.4 Queensland Country may restrict the ability for you to access any available funds from your Linked Account by using your CUECARD and prevent you and your Additional Cardholders from using your CUECARD in circumstances where:

- you are in default in accordance with section 12.2(1)(ii) above; and
- Queensland Country has notified you of this default and advised you that it will restrict access to your Linked Account through use of your CUECARD if you do not rectify the relevant default in accordance with the timeframes set out in the notice Queensland Country provided to you.

Queensland Country, where possible, will provide you with at least seven (7) days notice of its intention to restrict the ability for you to access any available funds from your Linked Account by using your CUECARD.

13. CONDITIONS AFTER CANCELLATION OR EXPIRY OF YOUR CUECARD

You must not use your CUECARD or allow your Additional Cardholder to use his or her additional CUECARD:

- after it has been cancelled or restricted; or
- after the expiry date shown on the face of the CUECARD.

In some circumstances your CUECARD may be used for store purchases which are below certain monetary limits (which are set by the relevant merchant's financial institution) and where no electronic approvals are in place or if a transaction is processed manually. If you or your Additional Cardholder use your CUECARD after it has been cancelled or restricted in these circumstances, then you will be liable to Queensland Country for the value of any transaction as well as any reasonable costs incurred by Queensland Country in collecting the amounts owing. Any such amounts are immediately due and owing upon demand by Queensland Country.

14. YOUR LIABILITY IN CASE YOUR CUECARD IS LOST OR STOLEN OR IN CASE OF UNAUTHORISED USE

(1) You are not liable for any unauthorised use of your CUECARD:

(a) where the losses are caused by the fraudulent or negligent conduct of:

(i) Queensland Country;

(ii) employees or agents of Queensland Country;

(iii) companies involved in networking arrangements; or

(iv) merchants or agents or employees of merchants;

(b) before you have actually received your CUECARD and PIN and acknowledged receipt of your CUECARD and PIN to Queensland Country;

(c) subject to section 13, where the losses relate to any component of your CUECARD or PIN being forged, faulty, expired or cancelled;

(d) where the losses are caused by the same transaction being incorrectly debited more than once to your Linked Account;

(e) after you have reported it lost or stolen; or

(f) if you did not contribute to any unauthorised use of your CUECARD.

(2) For the purpose of section 14(1)(f), Queensland Country will undertake an assessment to consider whether you have contributed to any loss caused by unauthorised use of your CUECARD. This assessment will include a review of whether you:

(a) voluntarily disclosed your PIN to anyone, including a family member or friend;

(b) voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal;

(c) wrote or indicated your PIN on your CUECARD;

(d) wrote or indicated your PIN (without making any reasonable attempt to disguise the PIN) on any article carried with your CUECARD or likely to be lost or stolen at the same time as your CUECARD;

(e) allowed anyone else to use your CUECARD; or

(f) unreasonably delayed notification of:

(i) your CUECARD or PIN record being lost or stolen;

(ii) unauthorised use of your CUECARD; or

(iii) the fact that someone else knows your PIN.

(3) If Queensland Country can prove on the balance of probability that you have contributed to the unauthorised use of your CUECARD under section 14(2) your liability will be the lesser of:

(a) the actual loss when less than your account balance (including the unused portion of any credit limit provided by Queensland Country under any pre-arranged credit facility);

(b) your account balance (including the unused portion of any credit limit provided by Queensland Country under any pre-arranged credit facility); or

(c) an amount calculated by adding the actual losses incurred for each day, up to the current daily withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your CUECARD, up to and including the day you make your report.

(4) In assessing your liability under section 14(3)(c):

(a) where your CUECARD has been lost or stolen, the number of days will be calculated by reference to the day when you **should reasonably have become aware** that it was lost or stolen; and

(b) the current daily withdrawal limit is the limit applicable at the time of the transaction by reference to the status and/or type of Electronic Banking Terminal at which the transaction occurred.

(5) Where a PIN was required to perform the unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by the unauthorised use of your CUECARD, your liability will be the lesser of:

(a) $150;

(b) your account balance (including the unused portion of any credit limit provided by Queensland Country under any pre-arranged credit facility); or

(c) the actual loss at the time Queensland Country is notified of the loss or theft of your CUECARD.

(6) In assessing your liability under this section 14:

(a) Queensland Country will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred; and

(b) the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss.

(7) Your liability for losses occurring as a result of unauthorised use will be determined under the ePayments Code. The guidelines set out at the beginning of these Conditions of Use and in section 4 to safeguard your CUECARD and PIN, are the minimum suggested security measures you should take. If you disagree with Queensland Country's resolution process, you should contact Queensland Country and request that it review its decision in accordance with section 15.

15. RESOLVING ERRORS ON ACCOUNT STATEMENTS

If you believe a transaction is wrong or unauthorised or your account statement contains any instances of unauthorised use or errors, you must immediately notify Queensland Country or the CUECARD 24hr Emergency Hot Line as explained in section 5. As soon as you can, you must also provide Queensland Country with the following:

- your name and address, account number and CUECARD number;
- details of the transaction or the error you consider is wrong or unauthorised;
- a copy of the account statement in which the unauthorised transaction or error first appeared;
- other users authorised to operate the account;
- whether your CUECARD was signed and your PIN secure; and
- the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error.

If Queensland Country is unable to settle your complaint immediately to your satisfaction, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 days of receiving these further relevant details from you, Queensland Country will:

- advise you in writing of the results of its investigation; or
- advise you in writing that it requires further time (not exceeding a further 24 days) to complete its investigation.

Where an investigation continues beyond 45 days, Queensland Country will provide you with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, except in cases where Queensland Country is waiting for a response from you and you have been advised that Queensland Country requires such a response.

If Queensland Country finds that an error was made, it will make the appropriate adjustments to your Linked Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

If:

- Queensland Country is a party to an industry dispute resolution scheme; and
- that scheme provides a matter can be heard under the scheme if your Queensland Country does not give a final decision on the matter within a specified time,

Queensland Country will advise you in writing about the option of taking the matter to the scheme within 5 business days after the specified time period expires.

When Queensland Country advises you of the outcome of its investigation, it will:

- give you reasons, in writing, for its decision by reference to these Conditions of Use, the ePayments Code and any other relevant industry code of practice to which it is bound by;
- advise you of any adjustments it has made to your Linked Account; and
- provide you with details about our internal dispute resolution process, and how to access our External dispute resolution scheme provider, Credit and Investments Ombudsman Limited (CIO), if you are not satisfied with Queensland Country's decision.

If Queensland Country decides that you are liable for all or any part of a loss arising out of unauthorised use of your CUECARD, it will:

- give you copies of any documents or other evidence it relied upon; and
- advise you whether or not there was any system or equipment malfunction at the time of the transaction complained of.

If Queensland Country fails to carry out these procedures or causes unreasonable delay, Queensland Country may be liable for part or all of the amount of the disputed transaction where its failure or delay has prejudiced the outcome of the investigation.

You may wish to dispute a transaction in circumstances where:

- the transaction is not recognised by you;
- you did not authorise the transaction;
- you did not receive the goods or services to which the transaction relates;
- the transaction amount differs to the purchase amount;
- you did not receive the requested cash from an ATM (or you only received part of the cash requested); or
- you believe a transaction has been duplicated.

16. MALFUNCTION

Other than to correct the error in your Linked Account and the refund of any charges or fees imposed on you as a result, Queensland Country will not be liable to you for any loss caused by an Electronic Banking Terminal malfunctioning if you were aware, or should have been aware, that the terminal was unavailable for use or was malfunctioning.

Where an EFTPOS device is not working, the merchant may provide alternative manual processing of the transaction. You will be required to present your CUECARD and sign a voucher. The voucher authorises Queensland Country to debit your Linked Account with the amount of the transaction (which will reduce the balance in your Linked Account).

17. STATEMENTS AND RECEIPTS

A transaction record slip will be available for each financial transaction carried out with your CUECARD at an Electronic Banking Terminal.

You should obtain, check and retain all transaction record slips issued to you for checking against your account statements.

Queensland Country will send you account statements at least every 6 months. You may request more frequent account statements from Queensland Country.

You may request a copy of your account statement at any time. You should check with Queensland Country whether fees and charges will apply in these circumstances.

18. FEES AND CHARGES

Queensland Country reserves the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards and Queensland Country is authorised to debit your Linked Accounts with those fees (which will reduce the balance in your Linked Account).

If you consider that Queensland Country has incorrectly charged you a fee or charge, you may dispute this by contacting Queensland Country in accordance with section 15. Any incorrectly charged fee or charge will be reversed by your Queensland Country.

You will be advised by Queensland Country of any applicable fees and charges at the time you apply for your CUECARD.

19. GOVERNMENT FEES AND CHARGES

Queensland Country reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your CUECARD by government or by any regulatory authority. Queensland Country is also authorised to debit your Linked Account with those fees, charges, duties and taxes (which will reduce the balance in your Linked Account).

20. CHANGES TO CONDITIONS OF USE

Queensland Country reserves the right to change these Conditions of Use and to vary the fees and charges that apply to your CUECARD. If you wish to cancel your CUECARD as a result of any change or variation Queensland Country makes to these Conditions of Use, you must contact Queensland Country to cancel your CUECARD. In these circumstances, you will not be charged any additional fees or charges associated with Queensland Country cancelling your CUECARD. If you retain and use your CUECARD after notification of any changes Queensland Country has made to these Conditions of Use, your use of your CUECARD shall be subject to those changes.

Queensland Country may notify you of changes either through:

- a letter to your last known address;

- notices on, or sent with account statements;
- notices on Electronic Banking Terminals or in branches; or
- press advertisements.

In addition, in the last two cases, Queensland Country will give you written advice of the changes at the time of your next account statement.

If a written notice is delivered to you personally the date of delivery is the date you receive the notice.

21. OTHER GENERAL CONDITIONS

These Conditions of Use govern your CUECARD's access to your Linked Account, at Queensland Country. Each transaction on an account is also governed by the terms and conditions to which that account is subject. If there is any inconsistency between these Conditions of Use and the terms applicable to your Linked Account, these Conditions of Use prevail except to the extent that they are contrary to any applicable legislation, the ePayments Code or any relevant industry code of practice.

You may not assign your rights under these Conditions of Use to any other person. Queensland Country may assign its rights or transfer the contract to another person where such assignment is to a related party or third party where such third party has a similar or more fair dispute resolution procedures than Queensland Country. If Queensland Country assigns or transfers the rights under these Conditions of Use, these Conditions of Use will apply to the transferee or assignee as if it were named as Queensland Country. If Queensland Country assigns these Conditions of Use, Queensland Country will provide you with notice and you will be able to cancel your CUECARD as a result of this assignment without being charged any fees or charges associated with Queensland Country cancelling your CUECARD.

22. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING

You agree that:

- where required, you will provide to Queensland Country all information reasonably requested in order for Queensland Country to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on it pursuant to the AML Legislation and any payment scheme rules;
- Queensland Country may be legally required to disclose information about you and the Additional Cardholder to regulatory and/or law enforcement agencies;
- Queensland Country may block, delay, freeze or refuse any transactions where Queensland Country in its sole opinion considers reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML Legislation, any

payment scheme rules or any other relevant law;

- where transactions are blocked, delayed, frozen or refused by Queensland Country in accordance with this section 22, you agree that Queensland Country is not liable for any loss suffered by it, you, any Additional Cardholder or other third parties arising directly or indirectly as a result of Queensland Country taking this action; and
- Queensland Country will monitor all transactions that arise pursuant to your use of your CUECARD in accordance with its obligations imposed on it in accordance with the AML Legislation or any payment scheme rules.

23. THIRD PARTY DISCLOSURE

Queensland Country may provide your personal information to:

- any outsourced service providers (for example, mailing houses, fraud monitoring services and data switch services);
- transaction and investigation security firms;
- regulatory bodies, government agencies, law enforcement bodies and courts; and
- participants in the payment system and other financial institutions for the purpose of resolving disputes, errors or other matters arising from your use of your CUECARD or CUECARD Number or third parties using your CUECARD or CUECARD Number.

You consent to Queensland Country disclosing your personal information to any of the third parties referred to above.

To facilitate transaction investigation and to assist with identification of suspicious or fraudulent transactions, your personal information and transaction details may be sent to countries other than Australia. By using your CUECARD, you agree that your personal information and transaction details may be sent overseas.

24. DEFINITIONS

- **Additional Cardholder** means the person(s) who from time to time is/are issued with an additional CUECARD for use on the Linked Account.
- **AML Legislation** means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and its associated rules, regulatory guides and regulations.
- **ATM** means an automated teller machine.
- **Business Day** means a day that Queensland Country is open for business, excluding Saturdays, Sundays and public holidays;
- **CUECARD** means a plastic debit card issued by Queensland Country to enable electronic access to your Linked Account and includes all additional CUECARDS issued to any Additional Cardholder.

- **CUECARD Number** means the unique number assigned by Queensland Country to each CUECARD and which is recorded on that CUECARD.
- **EFTPOS** means electronic funds transfer at point of sale.
- **Electronic Banking Terminal** means an ATM or EFTPOS device.
- **Financial Institution** means the financial institution at which you hold your Linked Account and who issued you with your CUECARD.
- **Linked Account** means an account (or accounts) you have with Queensland Country to which you may obtain access by use of the CUECARD.
- **PIN** means your secret personal identification number relating to your CUECARD.
- **You** or **Your** means the person who has a Linked Account with the Queensland Country and has been issued with a CUECARD.

25. INTERPRETATION

For the purposes of these Conditions of Use, 'day' means a 24 hour period commencing at midnight Eastern Standard Time or Eastern Summer Time, as the case may be, in Sydney.

A reference to:

- one gender includes the other gender; and
- the singular includes the plural and the plural includes the singular.

Read with

These CueCards conditions of use form part of your Cuecard contract

These should be read together with the following Brochures:

Personal Savings & Transaction Accounts
Product Information Brochure

Making Business Banking Easier for You

Fees and Charges Brochure

How to contact us

If you have any questions or need more information, please contact us by:

Branch	Visit our website for a listing of all our branches.
Post	PO Box 679 Aitkenvale Qld 4814
Phone	1800 075 078
Website	www.qccu.com.au
Email	info@qccu.com.au
BSB	704 640
	Queensland Country Credit Union

QCD 0021 - V4.0 - 0716

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AFSL/Australian Credit Licence 244 533.