

VISA

CONDITIONS OF USE | 03.10



Before you use your VISA Card

Please read these Conditions of Use. They apply to:

- all transactions initiated by you through an Electronic Banking Terminal by the combined use of your Landmark VISA Card and a Personal Identification Number (**PIN**); and
- all other transactions (including telephone transactions) effected with the use of your VISA Card.

If you fail to properly safeguard your VISA Card and PIN you may increase your liability for unauthorised use.

Your first use of the VISA Card after receipt of these Conditions of Use will automatically constitute your understanding and acceptance of these Conditions of Use.

If these Conditions of Use are not clear to you, contact your Financial Institution **BEFORE** using your VISA Card.

IMPORTANT points to remember to safeguard your account

- sign your VISA Card immediately when you receive it;
- memorise your PIN and never store it with or near your VISA Card;
- never write your PIN on your VISA Card;
- never lend your VISA Card 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 VISA Card unattended, e.g. in your car or at work;
- immediately report the loss, theft or unauthorised use of your **VISA Card to VISA CARD 24hr EMERGENCY HOTLINE on Free Call – 1800 621 199**;
- keep a record of the 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 VISA Card by cutting it diagonally in half.

1. Introduction

Your VISA Card is issued to you by Indue Limited ABN 97 087 822 464 ("INDUE"), an authorised deposit taking institution and member of VISA International, at the request of your Financial Institution. Your Financial Institution acts either on its own behalf or in its role as Servicer of ANZ Rural Trust No. 1.

Your VISA Card is issued to you to allow you to access your Linked Account. As your Linked Account is managed by your Financial Institution, all transactions that you attempt to make using your VISA Card will need to be first authorised by your Financial Institution. In authorising or declining transactions your Financial Institution is acting as INDUE's agent in respect of the settlement obligation owing to the Acquiring Bank, created by your use of the VISA Card.

Generally speaking, these Conditions of Use apply to VISA Cards when used in conjunction with a PIN, in an Electronic Banking Terminal. However, they will also apply if you use your VISA Card without a PIN. If your VISA Card is used without a PIN, your signature on the transaction receipt will be evidence that the transaction is valid and authorised by you. The exception to this condition is when a transaction is effected by telephone or internet. No transaction receipt will be necessary to evidence the transaction.

Your Financial Institution, with INDUE's approval, may attach other services to the VISA Card by providing notice to you in writing.

In using your VISA Card you acknowledge that you have read, and understand, these Conditions of Use and that you agree to comply with them and be bound by them.

2. Application of Codes

The Electronic Funds Transfer Code of Conduct (**EFT Code**) applies if you use your VISA Card in conjunction with a PIN to access any Linked Account other than an account designed for use by a business and established primarily for business purposes. If the EFT Code applies INDUE and your Financial Institution warrant that they will comply with the requirements of the EFT Code.

Each relevant provision of the Code of Banking Practice will apply to your VISA Card and these

Conditions of Use if you are an individual or a Small Business (as defined in the ANZ Interim Accounts Terms and Conditions).

The ANZ Interim Accounts Terms and Conditions include information about:

- account opening procedures;
- our obligations regarding the confidentiality of your information;
- complaint handling procedures (but note that if there is any inconsistency between the ANZ Interim Accounts Terms and Conditions and the provisions of these Conditions of Use in relation to complaints and disputes, these Conditions of Use will prevail);
- bank cheques;
- the advisability of you informing us promptly when you are in financial difficulty; and
- the advisability of you reading all relevant terms and conditions.

Copies of any relevant code may be obtained from your Financial Institution.

3. Signing your VISA Card

You agree to sign your VISA Card as soon as you receive it and before using it, as a means of preventing unauthorised use. Your VISA Card is valid only if it has been signed by you and if it is used within the 'valid from' and 'until end' dates.

4. Personal Identification Number (PIN) Secrecy

You agree that:

- You will not record your PIN on your VISA Card or on anything with or near your VISA Card;
- You will not tell anyone your PIN or let anyone see it;
- You will 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 will notify your Financial Institution immediately.

However, where the EFT Code applies, breach of these undertakings and/or failure to observe the 'Important Points to Remember to Safeguard your Account' on page 4 will not determine your liability for any losses arising from unauthorised transactions. Liability for those transactions will be determined under the EFT Code and section 16 rather than under this section.

5. Reporting the loss or theft of your VISA Card

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

DURING NORMAL BUSINESS HOURS

(Western Standard Time)

Contact your Financial Institution -
1800 622 015; or

OUTSIDE NORMAL BUSINESS HOURS

Contact the Australia wide VISA CARD 24hr

EMERGENCY HOTLINE

Free Call - 1800 621 199.

While overseas, contact VISA International Card 24hr Emergency Hotline:

- (612) 9251 3704;
- 1 410 581 9994; or
- Other country specific numbers can be obtained from your Financial Institution.
- 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 your Financial Institution, as soon as you can, that you have made a report to the VISA Card 24hr Emergency Hotline.

If the VISA Card Emergency Hotline is not operating when you try to use it for notification purposes, any losses occurring due to non-notification will be the liability of your Financial Institution, but only if you notify the VISA Card Emergency Hotline within a reasonable time after it becomes operative.

If the loss, theft or misuse occurs **OUTSIDE AUSTRALIA** you must notify a Financial Institution displaying the VISA logo and you must also then confirm the loss, theft or misuse of the card with

your Financial Institution by telephone or priority paid mail as soon as possible.

6. Using your VISA Card

Your Financial Institution, on behalf of INDUE, will advise you:

- what transactions your VISA Card will enable you to perform at an Electronic Banking Terminal;
- which Electronic Banking Terminal networks you may use; and
- what mail, internet or telephone order transactions you may carry out with your VISA Card by quoting your VISA Card number.

You may only use your VISA Card to perform transactions on those accounts authorised by your Financial Institution that have been linked to your VISA Card. These accounts are known as your Linked Accounts.

Your Financial Institution will debit your Linked Accounts with the value of all transactions carried out using your VISA Card including, without limitation, those carried out at Electronic Banking Terminals, all transactions effected by mail, internet or telephone and all sales and cash advance vouchers. Your Financial Institution will also credit your Linked Accounts with the value of all deposit transactions processed at Electronic Banking Terminals.

If any of your Linked Accounts are in the name of more than one person, then the liability of those persons under these Conditions of Use is joint and several for transactions carried out on those accounts.

Transactions will not necessarily be processed to your Linked Account on the same day they occur.

You will continue to be liable to INDUE and your Financial Institution (collectively as a group) for the value of any debit transaction occurring after you have closed your Linked Account.

7. Using your VISA Card outside Australia

When you use your VISA Card outside Australia, you must ensure that you comply with any Exchange Control requirements.

You agree to reimburse INDUE (via payment to your Financial Institution) for any costs, fees or charges arising out of your failure to ensure that you have complied with any Exchange Control requirements.

All transactions outside Australia on your VISA Card will be debited to your Linked Account in Australian dollars. The conversion to Australian dollars will be as at the date the charges, purchases and cash advances are processed by VISA International. The conversion rate used is determined by VISA International.

VISA International collects a fee of 1.00% of the value of the transaction, in respect of all overseas transactions from INDUE. INDUE charges this fee to your Financial Institution.

In order to recoup the 1.00% fee and to cover its costs of processing overseas transactions, your Financial Institution has requested INDUE and VISA International to include a charge of 2.50% of the value of each overseas transaction effected by you. This fee will be debited to your Linked Account and will appear on your account statement. This fee may change. Any change to this fee will be notified to you in writing at least 30 days before the change is made, unless the change reduces the amount of the fee.

8. Transaction limits

You agree that you will **NOT** use your VISA Card to:

- overdraw the available balance in any of your Linked Accounts; or
- exceed the unused portion of your credit limit under any pre-arranged credit facility.

Your Financial Institution (on behalf of INDUE as the card issuer):

- may set limits on the minimum and maximum transaction amounts, on a daily or cumulative basis; and
- will advise you of the daily transaction limits at the time you apply for your VISA Card.

Please note: Merchants offering EFTPoS facilities have the right to impose conditions on the use of such facilities. Your Financial Institution accepts no responsibility for any such conditions. When you press the credit button at an EFTPoS terminal, you cannot withdraw cash.

9. Authorisations

You:

- acknowledge that INDUE and your Financial Institution have the right to refuse authorisation for you to effect any transaction for any reason; and
- agree that INDUE and your Financial Institution will not be liable to you or anyone else for any loss or damage that you or anyone else suffer as a result of your Financial Institution's or INDUE's refusal to authorise any transaction.

10. Deposits at Electronic Banking Terminals

If allowed by your Financial Institution, 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 your Financial Institution. 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.

The amount of any deposit is subject to verification by your Financial Institution. You agree that your Financial Institution's count of the funds deposited is regarded as conclusive evidence of the amount deposited. Your Financial Institution shall notify you of any discrepancy between their count and the amount claimed on the deposit slip as soon as practicable. Funds will be posted to your account when processed by your Financial Institution, usually on the same or next business day.

11. Proceeds of cheques

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

12. Additional cards

You may apply to INDUE via your Financial Institution to issue an additional VISA Card to someone else you nominate (your nominee).

You will be liable for all transactions carried out by your nominee on an additional VISA Card.

Your nominee's use of the additional VISA Card is governed by these Conditions of Use.

13. Renewal of your VISA Card

INDUE will arrange for your Financial Institution to forward you and your nominee a replacement VISA Card before the expiry date of your current VISA Card or additional VISA Card.

If you do not require a replacement VISA Card, either for yourself or your nominee, you must notify your Financial Institution before the expiration date of your current VISA Card. You must give your Financial Institution a reasonable time to arrange cancellation or the issue of a replacement VISA Card from INDUE.

14. Cancellation and return of your VISA Card

The VISA Card always remains the property of INDUE. INDUE or your Financial Institution, as INDUE's agent, may:

- (a) demand the return of the VISA Card issued to you and your nominee at any time:
 - for security reasons; or
 - if you breach these Conditions of Use or the terms and conditions of the accounts linked to your VISA Card; or
- (b) capture the VISA Card at any Electronic Banking Terminal; or
- (c) cancel your VISA Card at any time if:
 - requested to do so by your Financial Institution; or
 - in INDUE's reasonable opinion, your Financial Institution is unable to appropriately authorise transactions being effected by you using your VISA Card or to fund the obligations imposed on INDUE as the card issuer, by you using your VISA Card,

in which event you agree to hold harmless and to indemnify INDUE in respect of any and all losses arising out of INDUE cancelling your VISA Card.

You may cancel your VISA Card or your nominee's VISA Card at any time by giving your Financial Institution written notice. Cancellation of a card may not be effective until the card is returned to your Financial Institution.

You must return your VISA Card and any VISA Card issued to your nominee to your Financial Institution when:

- INDUE or your Financial Institution notifies you that it has cancelled your VISA Card;
- you close your Linked Accounts;
- you cancel your VISA Card, any additional VISA Card issued to your nominee, or both;
- you alter the authorities governing the use of your Linked Accounts unless your Financial Institution agrees otherwise; or
- your Financial Institution or INDUE requests that it be returned for any other reason.

15. Conditions after cancellation or expiry of your VISA Card

You must not use your VISA Card or allow your nominee to use his or her additional VISA Card:

- before the 'valid from' date or after the 'until end' date shown on the face of the VISA Card; or
- after the VISA Card has been cancelled.

You will continue to be liable to reimburse INDUE and your Financial Institution (collectively as a group) for any indebtedness incurred through such use, whether or not you have closed your Linked Accounts at your Financial Institution.

16. Your liability in case your VISA Card is lost or stolen or in the case of unauthorised use

You will not be liable for losses caused by an unauthorised use of your VISA Card or any additional card:

- (a) resulting from unauthorised use of the VISA Card or PIN before the cardholder has received the VISA Card or PIN;

- (b) after your Financial Institution receives notification that a VISA Card has been misused, lost, stolen or the PIN has become known to someone else;
- (c) relating to any VISA Card or PIN that is forged, faulty, expired or cancelled;
- (d) caused by the fraudulent or negligent conduct of your Financial Institution's employees or agents, INDUE or any other organisation involved in the VISA International card scheme or any merchant;
- (e) where it is clear that the cardholder has not contributed to the loss; or
- (f) caused by the same transaction being incorrectly debited more than once to the same Linked Account.

Where your Financial Institution proves on the balance of probabilities that a cardholder has contributed to losses resulting from an unauthorised transaction by:

- (a) the cardholder's fraud;
- (b) voluntarily disclosing the PIN to anyone, including a family member or friend;
- (c) indicating the PIN on the VISA Card;
- (d) keeping a record of the PIN (without making any reasonable attempt to protect the security of the PIN) with any one article or several articles carried with the VISA Card or liable to loss or theft simultaneously with the VISA Card;
- (e) where the Access Method comprises a PIN without a VISA Card, keeping a record of the PIN (without making any reasonable attempt to protect the security of the PIN) on one article or on several articles so that they are liable to loss or theft simultaneously;
- (f) when selecting or changing a PIN, choosing a PIN which represents as a numeric code the cardholder's birth date or an alphabetical code which is a recognisable part of the cardholder's name; or
- (g) acting with extreme carelessness in failing to protect the security of the PIN,

you will be liable for the losses which occur before your Financial Institution is notified of the unauthorised use, loss or theft of the VISA Card or breach of PIN security.

Where your Financial Institution proves on the balance of probabilities that a cardholder has contributed to losses resulting from an unauthorised transaction by unreasonably delaying in notifying your Financial Institution of the unauthorised use, loss or theft of the VISA Card or that the PIN has become known to someone else, you will be liable for the losses which occur between when the cardholder became aware of the loss, theft or unauthorised use (or should reasonably have become aware in the case of a lost or stolen VISA Card) and when your Financial Institution was actually notified.

However, even if your Financial Institution proves on the balance of probabilities that the cardholder has contributed to a loss resulting from an unauthorised transaction you will not be liable for:

- that portion of the loss incurred on any one day which exceeds any applicable daily transaction limits;
- that portion of the loss incurred in a period which exceeds any other periodic transaction limits applicable to that period;
- that portion of the loss on a Linked Account which exceeds the balance of that Linked Account (or where you have any pre-arranged credit, exceeds the approved credit limit);
- losses incurred on any accounts which you had not agreed with your Financial Institution could be accessed using the VISA Card; or
- losses that would exceed the amount of your liability to us had your Financial Institution exercised its rights (if any) under the rules of the VISA International card scheme against other parties to that scheme.

Where a PIN was required to perform the unauthorised transaction and your Financial Institution does not prove that a cardholder has contributed to losses, your liability for any loss arising from an unauthorised transaction is the lesser of:

(a) \$150;

(b) the balance of the relevant Linked Account (or where you have any pre-arranged credit, the approved credit limit) but only if you had agreed with your Financial Institution that the Linked Account could be accessed with the VISA Card;

- (c) the actual loss at the time your Financial Institution is notified of the unauthorised use, loss or theft of the VISA Card or the breach of PIN security (except that portion of the loss incurred on any one day that exceeds any applicable daily or periodic transaction limits); or
- (d) the amount of your liability had your Financial Institution exercised its rights (if any) under the rules of the VISA International card scheme against other parties to that scheme.

17. 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 your Financial Institution or the VISA Card Emergency Hotline as explained in section 5. As soon as you can, you must also provide your Financial Institution with the following:

- your name and address, account number and VISA Card 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;
- the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error;
- other users authorised to operate the account; and
- details of whether your VISA card is signed and your PIN secure.

If your Financial Institution 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, your Financial Institution will:

- advise you in writing of the results of its investigations; 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, your Financial Institution will inform you of the reasons for the delay and 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 the Financial Institution is waiting for a response from you and you have been advised that the Financial Institution requires such a response.

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

If:

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

When your Financial Institution advises you of the outcome of its investigations, it will:

- give you reasons in writing for its decisions by reference to these Conditions of Use and the EFT Code of Conduct;
- advise you of any adjustments it has made to your account; and
- advise you in writing of other avenues of dispute resolution (including Consumer Affairs Agencies and Small Claims Courts), if you are not satisfied with your Financial Institution's decision.

If your Financial Institution decides that you are liable for all or any part of a loss arising out of unauthorised use of your VISA Card, 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.

If your Financial Institution fails to carry out these procedures or causes unreasonable delay, your Financial Institution may be liable for part or the

entire amount of the disputed transaction where its failure or delay has prejudiced the outcome of the investigation.

18. VISA zero liability

In addition to the limits placed on your liability pursuant to the EFT Code and described in section 16 above, VISA's scheme rules provide that your Financial Institution shall limit your liability to nil in the following circumstances:

- (a) The unauthorised transactions were not effected at an ATM and include transactions effected prior to notification of the unauthorised transactions, or lost or stolen VISA Card by you to your Financial Institution;
- (b) You have not contributed to any loss caused by unauthorised use of your VISA Card as described in **section 16 of the Conditions of Use above**; and
- (c) You have provided all reasonably requested documentation to your Financial Institution, which may include provision of a statutory declaration and police report.

Where this VISA zero liability provision applies, your Financial Institution will endeavour to refund the amount of the unauthorised transactions within 5 days, subject to:

- (a) you having provided all reasonably requested information to your Financial Institution;
- (b) you are not otherwise in default or have breached these Conditions of Use;
- (c) your Linked Account is not in arrears, other than as a result of the unauthorised transactions;
- (d) your Financial Institution has not reasonably determined that further investigation is necessary before refunding the amount of the unauthorised transactions based on:
 - (i) the conduct of the Linked Account;
 - (ii) the nature and circumstances surrounding the unauthorised transactions;
 - (iii) any delay in notifying the Financial Institution of the unauthorised transactions.

Any refund is conditional upon the final outcome

of your Financial Institution's investigation of the matter and may be withdrawn by your Financial Institution where it considers that this provision shall not apply as a result of those investigations. In the making of any determination in respect of this provision, your Financial Institution will comply with the requirements of section 17 above.

This provision shall not apply to any unauthorised transactions where you have failed to notify your Financial Institution of those unauthorised transactions within 30 days of a statement being posted to you at your last known address.

19. Malfunction

Other than to correct the error in your account and the refund of any charges or fees imposed on you as a result, neither INDUE nor your Financial Institution will 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.

20. Statements and receipts

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

You should obtain, check and retain all transaction record slips including sales and cash advance vouchers issued to you for checking against your Linked Account statements.

Your Financial Institution will send you an account statement at least every 6 months. You may request more frequent account statements from your Financial Institution.

For accounts that have a pre-arranged credit facility attached, your Financial Institution will send you an account statement monthly or as otherwise required by any applicable legislation, EFT Code or relevant industry code of practice.

You may request a copy of your account statement from your Financial Institution at any time.

21. Fees and charges

Your Financial Institution reserves the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards. You irrevocably authorise your Financial Institution to debit your Linked Accounts with those fees.

You will be advised by your Financial Institution of any applicable fees and charges at the time you apply for your VISA Card. As those fees and charges are debited to your Linked Account, they must be charged in accordance with the terms and conditions of that account. INDUE is not liable to you in respect of any claim or action arising out of your Financial Institution imposing any fees or charges arising out of the use of your VISA Card. You agree to indemnify and hold INDUE harmless from any claims you may make against your Financial Institution in respect of any fees and charges imposed on you as a result of your use of your VISA Card.

Information on current fees and charges, and current interest rates, is available on request from your Financial Institution.

22. Government fees and charges

INDUE and your Financial Institution reserve the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your VISA Card by any government or by any regulatory authority. Your Financial Institution is also irrevocably authorised to debit your Linked Accounts with those fees, charges, duties and taxes.

23. Changes to Conditions of Use

INDUE reserves the right to change these Conditions of Use. Your Financial Institution or INDUE may vary the fees and charges that apply to your VISA Card.

Your Financial Institution, on INDUE's behalf, will notify you in writing at least 30 days before the effective date of a change if it will:

- impose or increase charges for transactions at Electronic Banking Terminals or for issuing additional or replacement VISA Cards;
- increase your liability for unauthorised use; or

- adjust daily withdrawal or transaction limits or any other applicable periodic transaction limit.

INDUE or your Financial Institution may notify you of other changes either through:

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

before the change takes effect (unless any applicable law requires a particular period of notice, in which case your Financial Institution will give you the required period of notice).

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

Written notice will not be given of a variation that is required by an immediate need for INDUE or your Financial Institution to restore or maintain the security of their systems or your Linked Accounts.

You will be taken to have received a written notice from INDUE or your Financial Institution under this section 23 in the due course of post, if it is mailed, to the last address for you known to your Financial Institution. If a written notice is delivered to you personally the date of delivery is the date you receive the notice.

If you retain and use your VISA Card after notification of any authorised changes, your use of your VISA Card shall be subject to those changes.

24. Exclusion of INDUE and financial institution liability

The display on any premises of promotional material referring to VISA is in no way to be treated as a guarantee that your VISA Card may be used in any Electronic Banking Terminal on those premises.

INDUE and your Financial Institution bear no liability for any refusal of a merchant or agent to accept your VISA Card.

The Financial Institution bears no liability for cancelling your VISA Card or any additional card where it considers those cards may have been or could be used fraudulently.

INDUE and your Financial Institution do not give any warranty for any goods or services obtained from a merchant or agent through the use of your VISA Card. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or merchant of those goods and services.

You should always enquire before selecting goods or services if your VISA Card will be accepted by the merchant or agent occupying the premises.

25. Other general conditions

These Conditions of Use govern your VISA Card access to your Linked Accounts, at your Financial Institution. Each transaction on a Linked 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 any of your accounts, these Conditions of Use prevail in respect of your use of your VISA Card, except to the extent that they are contrary to any applicable legislation, the EFT Code or any relevant industry code of practice.

You agree that you will promptly notify your Financial Institution of any change of address for the mailing of any notifications, which your Financial Institution is required to send to you.

If your VISA Card is issued on a joint account, each party to that account is jointly and severally liable for all transactions on the VISA Card.

26. Definitions

Acquiring Bank means the institution that owns or controls the Electronic Banking Terminal used in processing a transaction effected by your VISA Card, or that processes a Non-EFT Transaction made with your VISA Card on behalf of a merchant,

ATM means Automated Teller Machine.

EFTPoS means electronic funds transfer at point of sale.

Electronic Banking Terminal means an ATM or EFTPoS device owned by your Financial Institution or included in an authorised interchange network.

Exchange Control means the central banking authority, or any similar institution, that is responsible for regulating any overseas monetary system or non-cash payment system.

Financial Institution means Australia and New Zealand Banking Group Limited ABN 11 005 357 522.

Linked Account means an account you have with the Financial Institution to which you may obtain access by use of your VISA Card.

Non EFT Transaction means any transaction which is processed without you using your PIN.

PIN means the secret personal identification number relating to a VISA Card.

VISA means VISA International Inc

VISA Card means the VISA card issued to you or your nominee by INDUE at the request of your Financial Institution.

You/your means the person issued with the VISA Card.

27. 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.

Australia and New Zealand Banking Group Limited (ANZ) ABN 11 005 357 522. ANZ's colour blue is a trade mark of ANZ. 75137 02.2010 W182288