



# Visa Debit Card Condition of Use

Effective June 2024



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## Card Conditions of Use

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# Debit Visa Card Terms and Conditions

## Before You Use Your Visa Card

Please read these Conditions of Use. They apply to:

- all transactions made using an Electronic Banking Terminal (which in these Conditions of Use refers to eftpos Devices and ATMs) by the combined use of your Visa Card and a Personal Identification Number (**PIN**); and
- all other transactions (including telephone transactions, internet transactions and, if applicable, Visa payWave transactions) made using your Visa Card or Visa Card Number.

**On activating or first using your Visa Card (whichever is earlier), you will be deemed to have agreed to abide by these Conditions of Use.** If activation of your Visa Card is required, it may still be possible for your Visa Card to be used prior to activation. For example, this may occur if your Visa Card is used to purchase goods or services for an amount which is less than the approved Floor Limit. The balance of your Linked Account will be reduced by the amount of any transaction that is made in these circumstances.

The card issuer is Indue Limited ABN 97 087 822 464 on behalf of Pepper Finance Corporation Limited ACN 094 317 647 (together with its related bodies corporate, '**Pepper**'). In these terms and conditions 'we/us' refers to each of those companies together and separately. Your Visa Card is issued to you by Indue at the request of Pepper. Indue is a member of Visa

and is responsible for settling transactions made using your Visa Card or Visa Card Number. Pepper is the provider of the Linked Account which you can access using your Visa Card.

If you do not understand these Conditions of Use, contact us **BEFORE** using your Visa Card or alternatively seek independent advice from your accountant or lawyer.

Information on the current fees and charges that apply in relation to the use of your Visa Card can be obtained by contacting Pepper.

If you hold a Business Account, where specified, that section does not apply.

Words that are capitalised are defined in section 23 below.

## **Important Points To Remember To Safeguard Your Account**

You are responsible for ensuring the security of your Visa Card and PIN. If you fail to properly safeguard your Visa Card or PIN, you may be liable for any unauthorised use that occurs (refer to section 14 below for a list of circumstances where you may be held liable for an unauthorised transaction). To help safeguard your Visa Card and PIN you must:

- sign your Visa Card immediately when you receive it;
- memorise your PIN and never store it with or near your Visa Card;
- destroy any correspondence notifying you of your PIN;

- never write your PIN on your Visa Card;
- never lend your Visa Card to anyone;
- never tell anyone your PIN or let anyone see it, including any family member or friend;
- not choose a PIN that is easily identifiable such as your birth date, an alphabetical code which is a recognisable part of your name, your car registration or any other combination of numbers or letters which can be readily identified;
- not 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;
- always keep your Visa Card with you, regularly check that you have it and 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 **Pepper on 1300 650 931 or to the VISA CARD 24hr EMERGENCY HOTLINE on Free Call - 1800 621 199;**
- keep a record of the VISA CARD 24hr EMERGENCY HOTLINE 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 shown on the Visa Card, destroy your Visa Card by cutting it diagonally in half (including cutting in half any chip on your Visa Card).

WARNING:ACCOUNTAGGREGATIONSERVICES.

Some companies provide account aggregation services that allow you to view account information from different institutions on the one webpage. To use an account aggregation service, you are usually required to give the service provider your account details and applicable access codes.

We do not endorse, promote or authorise the use of account aggregation services in connection with your Linked Account. Remember that if you disclose your PIN or any other access codes relevant to your Linked Account to another person, you will be liable for any transactions on your Linked Account(s) made by that person using those codes.



## 1. Introduction

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These Conditions of Use apply to:

- the use of your Visa Card when used in conjunction with a PIN, at an Electronic Banking Terminal;
- use of your Visa Card to purchase goods or services where a PIN is not required; and
- use of your Visa Card or Visa Card Number in a way acceptable to us (for example, to make a transaction over the telephone or internet).

Usually, you will be required to activate your Visa Card before use. To activate your Visa Card, please contact Pepper by phone on 1300 650 931.

**If you do not agree with these Conditions of Use, do not activate your Visa Card. Once you activate your Visa Card you are deemed to have accepted these Conditions of Use.**

If you do not agree with these Conditions of Use, return all Visa Cards to Pepper (cut in half for your protection, including cutting in half any chip on your Visa Card).

**We may restrict, suspend or cancel your Visa Card at any time without notice if we believe your Visa Card is being used in a way that could cause loss to you or to us.**

## 2. Signing Your Visa Card

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You must sign your Visa Card as soon as you receive it and before using it, as a means of preventing unauthorised use.

### 3. Reporting The Loss Or Theft Of Your Visa Card

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If you believe your Visa Card or PIN record has been lost or stolen, or your PIN has become known to someone else, you must **IMMEDIATELY** report this by calling:

**1300 650 931**

#### **OUTSIDE NORMAL BUSINESS HOURS**

Visa CARD 24hr EMERGENCY HOTLINE

Free Call - 1800 621 199

**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 your Visa Card with Pepper by telephone or priority paid mail as soon as possible.**

If you contact the Visa Card 24hr Emergency Hotline:

- 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 Pepper, as soon as possible, that you have made a report to the Visa Card 24hr Emergency Hotline.

If for any reason any of the above methods of notification are unavailable, any losses that occur due to your inability to notify us using one of the above methods will be borne by us. To minimise these losses and avoid further losses you must continue to try to provide notification using one of the methods referred to above. If you continue to use reasonable endeavours to notify Pepper or the Visa Card 24hr Emergency Hotline of the loss, theft or misuse, we will continue to be

liable for any loss occurring as a result of any unauthorised use of your Visa Card.

If your Visa Card is reported as lost or stolen, we will issue you with a replacement Visa Card. You must give us a reasonable time to arrange cancellation and the issue of a replacement Visa Card.

## 4. Using Your Visa Card

Your Visa Card is generally accepted anywhere the Visa logo is displayed in Australia or overseas.

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

When you transact using your Visa Card, Pepper will debit your Linked Account and the balance of your Linked Account will be reduced by the amount of the transaction. Your Visa Card can be used:

- at an Electronic Banking Terminal;
- by quoting your Visa Card Number (for example, using your Visa Card Number to conduct a telephone or internet transaction); or
- by being presented to a merchant (or someone else on behalf of a merchant) in a way acceptable to us.

WARNING: If the Linked Account is in the name of one or more person each account holder will be entitled to use the Visa Card offered under your Linked Account and will be jointly and severally liable for all transactions. So where there is more than one account holder, each account holder can bind each other holder. This means that any of you will be able to access the Linked Account.

All account holders will be obliged to repay any and all of the debt even if each account holder did not benefit equally from the funds.

Individual ATMs may not have money available. An eftpos outlet may not accept your card. If an ATM does not return your card, you should contact us.

You may not make a deposit into your Linked Account at an ATM.

Merchants and other institutions through which you may use your Visa Card may charge additional fees or impose additional obligations or restrictions (for example, minimum spend rules before using your card) on your use of your Visa Card with them. A merchant may charge a different price for goods or services when you pay with your Visa Card rather than with cash.

You must ensure that the correct amount is entered by the merchant or written in the total box on the sales voucher before you authorise the transaction. You agree that the amounts shown on each sales voucher and withdrawal slip are sufficient evidence of the price of the goods or services to which the voucher or withdrawal slip relates.

We do not accept any responsibility for the goods or services purchased with your Visa Card. We are not responsible if a merchant refuses to accept or honour your card. You must not use your card to make any illegal purchase.

Your access to the Linked Account using the Visa Card may be automatically denied after unsuccessful attempts to enter your PIN. If this happens, you must contact us.

To facilitate the processing of transaction information, your Visa Card details and transaction details may be processed by Visa in countries other than Australia. By using your Visa Card, you agree that information regarding any transactions may be processed outside of Australia.

If your Visa Card is payWave enabled, then it may be possible for your Visa Card to be used to pay for transactions that are under \$100.00 by using the Visa payWave function at merchants that offer Visa payWave. You may authorise a Visa payWave transaction by waving your Visa Card over the merchant's enabled Visa payWave terminal. Before doing so you must check that the correct amount is displayed on the Visa payWave terminal. If your transaction exceeds \$100.00, you will be required to enter your PIN to complete the transaction.

Your Visa Card will be registered with Verified by Visa. Verified by Visa is a program designed to authenticate online transactions. This means that when you use your Visa Card online to make a purchase at a Verified by Visa Participating Merchant, your identity may need to be validated if the relevant transaction is deemed to be high risk. In certain circumstances, if your transaction is deemed to be very high risk, the transaction will be declined. If you are unable to validate your identity, your Visa Card may be suspended. For assistance in these circumstances or to learn how your Visa Card may be unsuspending, please contact Pepper during normal business hours by phone on 1300 650 931.

## 5. Limitations Of Your Visa Card

We do not warrant or accept any responsibility if an Electronic Banking Terminal does not accept your Visa Card. You should always check with the relevant merchant that it will accept your Visa Card before purchasing any goods or services.

You must not use your Visa Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia and/or the laws of the location where the Visa Card is used or where the goods or services are provided. If your Visa Card is used for unlawful purposes, we may restrict you from accessing your Linked Account using the Visa Card.

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 or Territory law. If we have reasonable grounds to suspect that such transaction(s) have occurred on your Linked Account, we are obliged to report our suspicions to the Australian Transaction Reports and Analysis Centre.

Fraudulent and unauthorised transactions can arise from use of your Visa Card or Visa Card Number. If you tell us that a transaction on your Linked Account is fraudulent, unauthorised or disputed, we will investigate and review that transaction in accordance with section 16 of these Conditions of Use.

We are not responsible if you have a dispute regarding the goods or services purchased using your Visa Card. If you have a dispute regarding goods or services, you should contact the merchant directly. If you cannot resolve the dispute with the merchant, we have the ability in certain circumstances to investigate disputed transactions on your behalf (refer to section 16 below) and attempt to obtain a refund for you.

## 6. Using Your Visa Card Outside Australia

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All transactions conducted overseas will be converted into Australian dollars. Transactions will either be converted directly into Australian dollars or will be first converted from the currency in which the transaction was made into US dollars and then converted to Australian dollars by Visa. The conversion rate used is either:

- a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable processing date, which may vary from the rate Visa receives; or
- the government-mandated rate in effect for the applicable processing date.

A currency conversion fee will be payable by you when you make a transaction on your Visa Card in a currency other than Australian dollars, or you make a transaction on your Visa Card in any currency (including AUD) that is processed by a card scheme or financial institution or billed by the merchant outside of Australia.

It may not always be clear, particularly when purchasing online, that the merchant, financial institution or card scheme processing is located outside of Australia.

Note: Refunds in currencies other than Australian dollars are converted to Australian dollars as at the date they are processed by Visa using exchange rates determined by them. This may lead to the refund being converted using an exchange rate different from the one used to convert the original purchase. The converted



Australian dollar amount appears on the Visa Card transaction history as the transaction amount.

The currency conversion fee charged is disclosed in your loan agreement.

## **7. Transaction Limits**

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You agree that you will **NOT** use your Visa Card to exceed your facility limit. We:

- 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 the Electronic Banking Terminal; and
- will advise you of any permanent daily transaction limits that apply.

If we impose a temporary minimum or maximum limit, Pepper 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 made using your Visa Card appear to be suspicious or fraudulent. If we impose a new permanent minimum or maximum transaction limit, we will inform you of this change.

**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 using your Visa Card.**

## 8. Authorisations And Processing Of Transactions

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Certain transactions that you make using your Visa Card may need to be authorised by us before they can proceed. In these circumstances, prior to the transaction being completed, the relevant merchant's financial institution will obtain authorisation from us for the transaction to be processed. Once authorisation is obtained, the amount of available funds in your Linked Account will be reduced by this amount. If circumstances occur where authorisation is obtained by us but the relevant transaction is not completed, the available funds in your Linked Account may be reduced for a period of time.

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.

We may (but do not have to) decline a transaction if:

- we have restricted access to your Linked Account in accordance with section 12 of these Conditions of Use;
- we believe on reasonable grounds that the transaction is fraudulent or suspicious; or
- the transaction will result in the maximum facility limit of your Linked Account being exceeded.

## **9. Proceeds Of Cheques**

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

## **10. Additional Cards**

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We may (but are under no obligation to) allow an additional Visa Card to be given to another person at your request (referred to as an Additional Cardholder). These Conditions of Use apply to any such Additional Cardholder. We will not allow more than 10 Additional Cardholders to be issued a Card attached to your Linked Account.

When we issue a Visa Card to an Additional Cardholder at your request:

- you agree that you will provide the Additional Cardholder with a copy of these Conditions of Use and any updates made to these Conditions of Use from time to time;
- you will be liable for all transactions carried out by use of the additional Visa Card or Visa Card Number. If, however, you (or your Additional Cardholder) tell us that a transaction that has occurred on a Visa Card is fraudulent, unauthorised or disputed, we will investigate and review that transaction in accordance with section 16 below;
- you authorise us to give any Additional Cardholder information about your accounts for the purposes of their use of the additional Visa Card. You also authorise us to act on the instructions of the Additional Cardholder in relation to their use of their additional Visa Card, except to the extent that any such instructions relate to the termination of your accounts or the replacement of an additional Visa Card following cancellation of that Visa Card by you; and

- you may cancel your Additional Cardholder's Visa Card at any time by giving Pepper written notice. In these circumstances you must either return the additional Visa Card to Pepper (cut in half diagonally for your protection, including cutting in half any chip on the Visa Card) or confirm by phone that the additional Visa Card has been destroyed and that you have disposed of the pieces securely. You must then write to Pepper to confirm cancellation of the additional Visa Card. If you cannot destroy the additional Visa Card you should contact Pepper by phone and request that Pepper place a "stop" on the additional Visa Card.

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). In addition, references to 'your Visa Card' throughout these Conditions of Use will be taken to include additional Visa Cards.

## **11. Renewal Of Your Visa Card**

We will arrange for a replacement Visa Card to be forwarded to you and any Additional Cardholder before the expiry date of your current Visa Card or additional Visa Card, provided that you are not otherwise in default under these Conditions of Use.

If you do not require a replacement Visa Card, either for yourself or your Additional Cardholder, you must notify Pepper before the expiration date of your current Visa Card. You must give Pepper a reasonable time to arrange cancellation of the issue of a replacement Visa Card.

We may arrange for a new Visa Card to be issued to you or your Additional Cardholder at any time.

All reissued cards are subject to these Conditions of Use. We will typically do this in circumstances where we consider that the security of your Visa Card or PIN may have been compromised or where we are required to issue new cards to all our 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 Visa Card

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The Visa Card always remains the property of Indue.

Indue or Pepper (on behalf of Indue as the Visa Card issuer) may cancel your Visa Card and demand the return of the Visa Card issued to you and your Additional Cardholder at any time:

- for security reasons where your Visa Card has been or is reasonably suspected by Indue or Pepper 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;
- 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 Pepper or Indue requesting you to remedy the default;
- if you close your Linked Account;
- if you alter the authorities governing the use of your Linked Account (unless the Distributor agrees otherwise); or
- for any other reason.

Indue or Pepper (on behalf of Indue as the Visa Card issuer) may also capture your Visa Card at any Electronic Banking Terminal.

In these circumstances, either Indue or Pepper will notify you that your Visa Card has been cancelled.

**You may cancel your Visa Card or your Additional Cardholder's Visa Card at any time by giving Pepper written notice.** In these circumstances you must either return all Visa Cards to Pepper (cut in half diagonally for your protection, including cutting in half any chip on your Visa Card) or confirm by telephone that all Visa Cards have been destroyed and that you have disposed of the pieces securely. You must then write to Pepper to confirm cancellation of your Visa Cards. If you cannot destroy all Visa Cards you should contact Pepper by phone and request that Pepper place a "stop" on your Visa Cards.

### **13. Conditions After Cancellation Or Expiry Of Your Visa Card**

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

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

In some circumstances, your Visa Card may be used for purchases which are below Floor Limits and where no electronic approval is required. If you or an Additional Cardholder uses a Visa Card after it has been cancelled or restricted, you will be liable to us for the value of any transaction as well as any reasonable costs incurred by us in collecting the amount owing.

## 14. Your Liability In Case Your Visa Card Is Lost Or Stolen In The Case Of Unauthorised Use

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- (1) You are not liable for any loss arising from unauthorised use of your Visa Card:
  - (a) if the losses are caused by the fraudulent or negligent conduct of:
    - (i) us;
    - (ii) our employees or agents;
    - (iii) companies involved in networking arrangements; or
    - (iv) merchants or agents or employees of merchants;
  - (b) before you have actually received your Visa Card and PIN;
  - (c) subject to section 13, if the losses relate to any component of your Visa Card or PIN being forged, faulty, expired or cancelled;
  - (d) if the losses are caused by the same transaction being incorrectly debited more than once to your Linked Account;
  - (e) after you have reported the Visa Card lost or stolen;
  - (f) if you did not contribute to the unauthorised use of your Visa Card; or
  - (g) if the unauthorised transaction was made using your Visa Card information without use of your actual Visa Card, PIN or CCV number.

- (2) For the purpose of section 14(1)(b) above, it is assumed that you did not receive your Visa Card unless we can prove that you did receive your Visa Card (for example, by obtaining a record of you activating your Visa Card).
- (3) For the purpose of section 14(1)(f), we will assess whether you have contributed to any loss caused by unauthorised use of your Visa Card by reviewing whether you:
  - (a) voluntarily disclosed your PIN to anyone, including a family member, friend or our staff;
  - (b) voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal;
  - (c) wrote or indicated your PIN on your Visa Card;
  - (d) wrote or indicated your PIN (without making any reasonable attempt to disguise the PIN) on any article carried with your Visa Card or likely to be lost or stolen at the same time as your Visa Card;
  - (e) allowed anyone else to use your Visa Card;
  - (f) unreasonably delayed notification of:
    - (i) your Visa Card or PIN record being lost or stolen;
    - (ii) unauthorised use of your Visa Card; or
    - (iii) the fact that someone else knows your PIN;
  - (g) in relation to a transaction carried out at an ATM, used an ATM that incorporated reasonable safety standards that mitigated the risk of a card being left in the ATM;
  - (h) have been fraudulent.



- (4) If a transaction can be made using your Visa Card without your PIN, you are liable for unauthorised transactions only if you unreasonably delay reporting the loss or theft of your Visa Card.
- (5) If we can prove on the balance of probability that you have contributed to the unauthorised use of your Visa Card under section 14(3) 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 us under any pre-arranged credit facility);
  - (b) your available account balance (including the unused portion of any credit limit provided by us under any pre-arranged credit facility);
  - (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 Visa Card, up to and including the day you make your report; or
  - (d) the amount for which you would be held liable if any industry rules, such as Visa's scheme rules, applied (if you wish to find out what industry rules apply to transactions made using your Visa Card, please contact us).
- (6) In assessing your liability under section 14(5)(c):
  - (a) where your Visa Card 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 the Visa Card 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.
- (7) If 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 Visa Card, your liability will be the lesser of:
- (a) \$150;
  - (b) your available balance;
  - (c) the actual loss at the time we are notified of the loss or theft of your Visa Card; or
  - (d) the amount which you would be liable for if any industry rules, such as Visa's scheme rules, applied (if you wish to find out what industry rules apply to transactions made using your Visa Card, please contact us).
- (8) In assessing your liability under this section 14:
- (a) we will consider all reasonable evidence including all reasonable explanations for unauthorised use having occurred;
  - (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; and
  - (c) the use or security of any information required to perform a transaction that you are not required to keep secret (for example, your Visa Card Number and the expiry date on the front of your Visa Card) is not relevant to your liability.

## 15. Visa Zero Liability

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Visa's scheme rules provide that we must limit your liability to nil in the following circumstances:

- you have not contributed to any loss caused by unauthorised use of your Visa Card as described in section 14(3); and
- you have provided all reasonably requested documentation to us, which may include provision of a statutory declaration and police report.

If this Visa zero liability section applies, we will endeavour to refund the amount of the unauthorised transaction(s) within five business days after receipt of written notification of the unauthorised transaction(s) together with the requested documentation, subject to:

- you having provided all reasonably requested information to us;
- you not otherwise being in default of your loan agreement or these Conditions of Use; or
- us reasonably determining that no 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 transaction(s); or
  - (iii) any delay in notifying Pepper of the unauthorised transaction(s).

Any refund is conditional upon the final outcome of our investigation of the matter and may be withdrawn by us if we consider that this section will not apply as a result of our investigations.

In making any determination in respect of this section, we will comply with the requirements of section 16 of these Conditions of Use.

## 16. Resolving Error And Complaints

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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.

If you believe a transaction is incorrect, or unauthorised, or your account statement contains any instances of unauthorised use or errors, you must immediately notify Pepper or the Visa Card 24 Hour Emergency Hot Line as explained in section 3. As soon possible, you must also provide Pepper with the following information:

- 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;
- the names of other users authorised to operate the Linked Account;
- details of whether your Visa Card is signed and PIN is secure; and
- any other details required by Pepper.

If you have any other complaint in relation to the Visa Card you can contact Pepper on 1800 356 246 or through one of the contact methods at <https://www.pepper.com.au/lending/help-centre/customer-service/customer-feedback>.

If Pepper is unable to settle your complaint immediately to your satisfaction, then Pepper will acknowledge your complaint and may, if relevant, request further details from you.

If your complaint is closed within five Business Days, by being resolved to your satisfaction or if there is no reasonable action that can be taken to address the complaint, then Pepper will communicate with you. This may be by means other than in writing. If you wish, you may request that Pepper provide you with a written response.

Within 30 days of receiving the complaint from you, Pepper will:

- advise you in writing of the results of its investigations; or
- advise you in writing of the reasons for any further delay and the date by which you can reasonably expect to hear the outcome of Pepper's investigation.

An investigation will continue beyond 30 days only in exceptional circumstances, for example, if there are delays caused by other financial institutions or merchants involved in resolving the complaint or in circumstances where we investigate the relevant transaction under the relevant industry rules that apply (for example, Visa's scheme rules).

Visa's scheme rules set out specific circumstances and timeframes in which a member of the scheme can claim a refund in connection with a disputed transaction on a cardholder's behalf. This right is referred to as a "chargeback right". Accordingly, when we investigate a disputed transaction under Visa's scheme rules, the timeframes are limited by what is imposed by Visa. The timeframes vary between 75 days and 120 days so it is important that you notify us as soon as you become aware of a disputed transaction.

If Pepper 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 your complaint or dispute is not satisfactorily resolved by Pepper, you may contact Indue:

Indue Ltd  
PO Box 5389  
West End, QLD 4101

Phone: 1300 671 819 between 9.00am -6.00pm  
Monday to Friday, closed on weekends and  
Queensland public holidays.

If your complaint has been investigated by Pepper and Indue and you are not satisfied with the outcome, you have the right to contact the Australian Financial Complaints Authority (AFCA):

AFCA

GPO Box 3

Melbourne VIC 3001

Website: [www.afca.org.au](http://www.afca.org.au)

Telephone: 1800 931 678

Email: [info@afca.org.au](mailto:info@afca.org.au)

## **17. Malfunction**

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Other than to correct the error in your Linked Account and the refund of any charges or fees imposed on you as a result, neither Indue nor Pepper 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.

If an eftpos Device is not working, the merchant may provide alternative manual processing of the transaction. You will be required to present your Visa Card and sign a voucher. The voucher authorises Pepper to debit your Linked Account with the amount of the transaction (which will reduce the available balance of your Linked Account).

## **18. Statements And Receipts**

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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 account statements.

## **19. Government Fees & Charges**

Pepper reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your Visa Card by government or by any regulatory authority. Pepper is also authorised to debit your Linked Account with those fees, charges, duties and taxes.

## **20. Changes To Conditions Of Use**

Acting reasonably, we may vary these Conditions of Use at any time by notice to you. If you wish to cancel your Visa Card as a result of any change or variation, you must contact us. In these circumstances, you will not be charged any additional fees or charges associated with cancellation of your Visa Card. If you retain and use your Visa Card after notification of any changes to these Conditions of Use, you will be deemed to have accepted the changes.

We may notify you of changes either by:

- a letter to your last known address;
- notices on, or sent with your Linked Account statement;
- notices on Electronic Banking Terminals or in branches;
- press advertisements; or
- a notice on Pepper's website.

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 Visa Card's access to your Linked Account. 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 with respect to the use of your Visa Card except to the extent that they are contrary to any applicable legislation or any relevant industry code of practice.

You may not assign your rights under these Conditions of Use to any other person. We may assign or novate our rights and obligations or transfer these Conditions of Use to another person where such assignment is to a related party or third party where such third party has a similar or fairer dispute resolution procedure than us. If we assign, novate or transfer our rights and/or obligations under these Conditions of Use, these Conditions of Use will apply to the transferee or assignee as if it were us. If Indue assigns these Conditions of Use, we will provide you with notice and you will be able to cancel your Visa Card as a result of this assignment without being charged any fees or charges associated with cancelling your Visa Card.

## **22. Pepper's Liability**

The Visa Card is provided by Indue. Subject to any warranties implied by law that cannot be excluded, Pepper accepts no liability whatsoever in relation to:

- the Visa Card;
- errors, inaccuracies, omissions, interruptions, viruses/defects where you were aware, or

should have been aware, that the Visa Card or any system or related equipment was malfunctioning, other than the refund of any charges or fees imposed on you as a result of the Visa Card or system being unavailable or malfunctioning;

- delays resulting from failure of any communications network or ancillary equipment outside our control which supports the Visa Card;
- reliance on information obtained through use of Visa Card; or
- failure of the Visa Card to perform a function in whole or in part.

If Pepper's liability cannot be excluded, Pepper's liability is limited to:

- (a) the resupply of the information or services to you (including the correction of any errors in your account); or
- (b) the payment of the cost of having the information or services resupplied to you.

You must ensure that neither Pepper nor Indue suffer any loss as a result of the Visa Card being made available to you. Any loss which we incur as a result of making the Visa Card available to you may be recovered from you by Pepper or Indue.

## 23. Definitions

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- **Additional Cardholder** means the person(s) who from time to time is/are issued with an additional Visa Card for use on the Linked Account.
- **ATM** means an automated teller machine.
- **Business Account** means an account which is primarily used by a business and is established for business purposes.
- **Business Day** means a day that Pepper is open for business in Sydney, excluding Saturdays, Sundays and public holidays.
- **eftpos** means an electronic funds transfer at point of sale.
- **eftpos Device** means a terminal which you can use to make electronic payments using a card acceptable to the merchant (for example, your Visa Card).
- **Electronic Banking Terminal** means an ATM or eftpos Device.
- **Floor Limit** means an amount above which a payment using an eftpos Device requires approval by us in order for the transaction to be processed. Floor Limits are set by merchants' financial institutions.
- **Linked Account** means an account (or accounts) you have with Pepper to which you may obtain access by use of the Visa Card.
- **PIN** means the secret personal identification number relating to a Visa Card.
- **Verified by Visa Participating Merchant** means a merchant from whom online purchases can be made and who participates in the Verified by Visa program described in section 4.

- **Visa** means Visa Worldwide PTE. Limited.
- **Visa Card** means a plastic debit card issued by Indue at the request of Pepper to enable electronic access to your Linked Account and includes all additional Visa Cards issued to any Additional Cardholder.
- **Visa Card Number** means the unique number assigned by Indue to each Visa Card and which is recorded on that Visa Card.
- **Visa payWave** refers to the contactless method by which a Visa Card may be used to complete a transaction by waving the Visa Card over a merchant's Visa payWave enabled point of sale terminal, without the need for a PIN or signature.
- **You** and **your** means the person that has a Linked Account with Pepper and has been issued with a Visa Card.

## **24. Interpretation**

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For the purposes of these Conditions of Use, 'day' means a 24 hour period commencing at midnight in Sydney.

A reference to:

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



peppermoney