



QANTAS
MONEY

Visa Debit Card

Conditions of Use.

Effective: 17 July 2026

Welcome.

This document sets out the terms and conditions of your Visa Debit card and forms part of your contract with us. You agree that these terms and conditions apply when you activate or use your Visa Debit card.

The Qantas Money Atlas Home Loan Visa Debit card is issued by Columbus Capital Pty Ltd ACN 119 531 252, Australian Credit Licence 337 303, a wholly owned subsidiary of ColCap Financial Limited, and is the issuer of the financial product and responsible for its features, terms, and conditions. Hay Limited (ABN 34 629 037 403), as the Visa licensed issuer is sponsoring Columbus Capital Pty Ltd into the Visa payment network. Hay Limited is not the issuer of the financial product.

For more information:

Visit: ColCap Financial, colcap.com.au

Call **1300 224 656**

Write to us at Columbus Capital:
P.O Box A438, Sydney South NSW 1235

Cards lost in Australia or overseas can be promptly reported via the following numbers:

- **Australia:** 1300 992 700
- **Overseas:** +61 2 8222 2569

Your PIN can be changed via our online portal.

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1. BEFORE YOU USE YOUR VISA CARD

- 1.1. Please read these Conditions of Use. They apply to:
 - (a) all transactions initiated by you through an Electronic Banking Terminal by the combined use of your Visa Debit card and a Personal Identification Number (**PIN**) or signature; and
 - (b) all other transactions (including telephone, internet, Visa payWave and transactions made through the use of Digital Wallet) effected with the use of your Visa card or Visa card Number.
- 1.2. Your Visa card (and any replacement or additional cards) is linked to your mortgage loan account (Linked Account). These conditions of use should be read in conjunction with the terms and conditions that relate to your mortgage loan account including those terms relating to electronic access to your Linked Account.
- 1.3. Once we have approved your application for a card, you will be sent a physical card. You can also add your card to Apple Pay and Google Pay on supported Devices. Apple Pay and Google Pay are subject to additional terms found in 'Section 12 – Digital Wallets'.
- 1.4. **On activating or first using your Visa card (whichever is earlier), you agree to abide by these Conditions of Use.** If activation is required, it may still be possible for your Visa card to be used prior to activation. For example, this may occur when your Visa card is used to purchase goods or services for an amount which is below the approved Floor Limit. The Available Funds in your Linked Account will be reduced by the amount of any transaction that is made in these circumstances.

1.5. These Conditions of Use:

- (a) are issued to you by Columbus Capital Pty Ltd ACN 119 531 252, who is the issuer of the financial product and responsible for its features, terms, and conditions. These conditions of use apply to you and any Additional cardholder; and
- (b) Hay Limited (ABN 34 629 037 403), as the Visa licensed issuer is sponsoring Columbus Capital Pty Ltd into the Visa payment network. Hay Limited is not the issuer of the financial product.
- (c) Your Visa card is issued to you by Hay Limited at the request of ColCap Financial.
- (d) Hay Limited is a member of Visa and is responsible for effecting settlement of all transactions that arise as a result of the use of your Visa card or Visa card Number. ColCap Financial manages (on behalf of the Lender) your Linked Account to which you may obtain access by use of your Visa card.

1.6. If these Conditions of Use are not clear to you, contact ColCap Financial **BEFORE** using your Visa card or alternatively seek independent advice from your accountant or lawyer.

1.7. Information on the current fees and charges that apply in relation to the use of your Visa card are available in the Schedule of Fees and Charges at the end of these Conditions of Use.

1.8. Words that are capitalised are defined in section 47 below.

2. IMPORTANT POINTS TO REMEMBER TO SAFEGUARD YOUR ACCOUNT

- 2.1. If you fail to properly safeguard your Visa card or PIN, you may increase your liability for unauthorised use (refer to section 31 below for a list of circumstances where you may be held liable for an unauthorised transaction). It is therefore strongly recommended that you:
- a) sign your Visa card immediately when you receive it;
 - b) memorise your PIN and never store it with or near your Visa card;
 - c) never write your PIN on your Visa card;
 - d) never lend your Visa card to anyone;
 - e) never tell anyone your PIN or let anyone see it, including any family member or friend;
 - f) 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;
 - g) don't choose a PIN that is merely a group of repeated numbers;
 - h) try to prevent anyone else seeing you enter your PIN into an "Electronic Banking Terminal"
 - i) never leave your Visa card unattended, for e.g., in your car or at work;
 - j) immediately report the loss, theft or unauthorised use of your Visa card to the **Qantas Money Home Loans Customer Service Team on 1300 992 700** and mark the card stolen or lost in the home loan app, if available

- k) If you store your Visa card in a Digital Wallet and you lose your mobile device immediately report the loss, theft or unauthorised use of your mobile device to the **Qantas Money Home Loans Customer Service Team on 1300 992 700** and mark the card stolen or lost in the home loan app, if available
- l) keep a record of the **Qantas Money Customer Service on 1300 992 700** telephone number with your usual list of emergency telephone numbers;
- m) examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and
- n) for security reasons, on the expiry date, destroy your Visa card by cutting it diagonally in half (including cutting in half any chip on your Visa card).

3. INTRODUCTION

3.1. These Conditions of Use apply to:

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

3.2. At your request, ColCap Financial may attach other services to the Visa card. Any additional services that

your request to be attached to your Visa card will be advised to you in writing.

- 3.3. You will be required to activate your Visa Debit card before being able to use your Visa card. To activate your Visa Debit card, you can:

- (a) Activate the card in your home loan app, if available; or
- (b) Contact **Qantas Money Customer Service on 1300 992 700** and follow the prompts.

- 3.4. If you do not agree with the terms of these Conditions of Use, do not Activate your Visa card.

Instead, return all Visa cards to ColCap Financial (cut it in half for your protection, including cutting in half any chip on your Visa card). Remove the Visa card from any Digital Wallets you may have provisioned it to.

4. SIGNING YOUR VISA CARD

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

5. REPORTING THE LOSS OR THEFT OF YOUR VISA CARD

- 5.1. If you believe your Visa card or PIN record has been lost or stolen, or your PIN has become known to someone else, or if your Visa card is stored in a Digital Wallet and your mobile phone has been lost or stolen, or the codes to open your Eligible Device have become known to someone else, you should **IMMEDIATELY** report this by contacting:

a) DURING NORMAL BUSINESS HOURS

QANTAS MONEY HOME LOANS Local call –
1300 992 700

b) OUTSIDE NORMAL BUSINESS HOURS

QANTAS MONEY HOME LOANS email –
service@colcap.money.qantas.com

- 5.2. If for any reason any of the above methods of notification is unavailable, any losses occurring due to your inability to notify ColCap Financial using one of the above methods will be the liability of ColCap Financial. To avoid further losses, you are required to continue to try to provide notifications 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 ColCap Financial, ColCap Financial will continue to be liable for any loss occurring as a result of any unauthorised use of your Visa card.
- 5.3. If your Visa card is reported as lost or stolen, Hay Limited will arrange for ColCap Financial to issue to you a replacement Visa card. You must give ColCap Financial a reasonable time to arrange cancellation and the issue of a replacement Visa card.
- 5.4. As your Lender has appointed ColCap Financial as manager to manage your Linked Account and arranged for ColCap Financial to provide the Visa card to you, you should not contact the Lender regarding any

aspect of your Linked Account or the Visa card as this is managed by ColCap Financial.

6. USING YOUR VISA CARD

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

ColCap Financial, will advise you:

- (a) what transactions your Visa card will enable you to perform at an Electronic Banking Terminal;
- (b) which Electronic Banking Terminal networks you may use; and
- (c) what mail, internet or telephone transactions you may carry out with your Visa card by quoting your Visa card Number or through the use of your Digital Wallet.

6.2. You accept that:

- (a) not all Electronic Banking Terminals from which cash can be withdrawn will always contain cash; and
- (b) any cash dispensed at any Electronic Banking Terminal is at risk once it becomes visible or available for you to collect.

6.3. Any transaction made by you at an Electronic Banking Terminal cannot be cancelled, altered or changed by you.

6.4. You may only use your Visa card to perform transactions on your Linked Account in accordance with these Conditions of Use.

- 6.5. In the first instance, your Linked Account will be debited (which will reduce the Available Funds of your Linked Account) with the value of all transactions carried out:
- (a) by the use of your Visa card at an Electronic Banking Terminal;
 - (b) by the use of your Visa card Number (for example, using your Visa card Number to conduct a telephone or internet transaction); or
 - (c) when your Visa card is presented to a merchant (or someone else on behalf of a merchant) in a way acceptable to ColCap Financial.
- 6.6. 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 (subject to your rights under these Conditions of Use) for all transactions carried out by using yours or the joint account holder's Visa card or Visa card Number. This means that:
- (a) your joint account holder will be liable to ColCap Financial and the Lender (subject to your rights under these Conditions of Use) for all transactions that are carried out by use of your Visa card or Visa card Number; and
 - (b) if applicable, you will be liable to ColCap Financial and the Lender (subject to your rights under these Conditions of Use) for all transactions that are carried out by use of the joint account holder's Visa card or Visa card Number.
- 6.7. 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.

- 6.8. 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 functionality at Visa payWave participating merchants. Before authorising a Visa payWave transaction by waving your Visa card over the merchant's enabled Visa payWave terminal, you must check that the correct amount is displayed on the Visa payWave terminal. If your transaction exceeds \$100.00 (or other amount set at the terminal), you will be required to either sign or enter your PIN.
- 6.9. Your Visa card will be registered with Visa Secure. Visa Secure is a program designed to authenticate online transactions. This means that when you use your Visa card online to make a purchase at a Visa Secure 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 unsuspended, please contact ColCap Financial during its normal business hours

(refer to ColCap Financial's website at www.colcap.com.au for details of ColCap Financial's normal business hours).

7. LIMITATIONS OF YOUR VISA CARD

- 7.1. You should always check with the relevant merchant that it will accept your Visa card before purchasing any goods or services. Neither ColCap Financial nor the Lender warrants or accept any responsibility for:
- (a) any Electronic Banking Terminal refusing to accept your Visa card; or
 - (b) any goods or services purchased with your Visa card.
- 7.2. 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. Should your Visa card be used for unlawful purposes, your Visa card may be suspended or cancelled and you may be restricted from accessing any Available Funds from your Linked Account.
- 7.3. You must not allow any other person to use your card. Allowing someone else to use your card is a breach of these Terms.
- 7.4. 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. Where ColCap Financial has reasonable grounds to suspect that such transaction(s) have occurred on your Linked Account, ColCap Financial is obliged to report such suspicion to the Australian Transaction Reports and Analysis Centre.

- 7.5. Fraudulent transactions can arise from use of your Visa card or Visa card Number. Where you advise ColCap Financial that a transaction that has been debited to your Linked Account is fraudulent, unauthorised or disputed, ColCap Financial will investigate and review that transaction in accordance with section 31 of these Conditions of Use.
- 7.6. To the extent permitted by law, neither ColCap Financial nor the Lender are responsible in the event that you have a dispute regarding the goods or services purchased using your Visa card. In the first instance, you should contact the merchant directly. If you cannot resolve the dispute with the merchant, ColCap Financial and Hay Limited have the ability in certain circumstances to investigate disputed transactions on your behalf (refer to section 31 below for a list of circumstances when ColCap Financial and Hay Limited can investigate disputed transactions) and attempt to obtain a refund for you.

8. USING YOUR VISA CARD OUTSIDE AUSTRALIA

- 8.1. 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) 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

(b) the government-mandated rate in effect for the applicable processing date.

- 8.2. A currency conversion fee may be payable by you when you make a transaction on your Visa card including an Account Funding Transaction (AFT) or Original Credit Transaction (OFT) (where available) in a currency other than Australian dollars, or you make a transaction on your Visa card or make a cash withdrawal (for e.g., withdrawal at an ATM) 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.
- 8.3. 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.
- 8.4. The currency conversion fee charged is a percentage 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. Please refer to your Schedule of Fees and Charges at the end of these Conditions of Use for the applicable amount of the currency conversion fee that applies as at the date you receive these Conditions of Use.

- 8.5. The currency conversion fee may change. Any change to this fee will be notified to you in accordance with section 40, unless the change reduces the amount of the fee.

9. TRANSACTION LIMITS

- 9.1. You agree that you will NOT use your Visa card to:
- (a) overdraw the balance in your Linked Account;
or
 - (b) exceed the unused portion of any credit limit provided to you under any prearranged credit facility with ColCap Financial and/or the Lender.
- 9.2. ColCap Financial:
- (a) 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
 - (b) will advise you of any daily transaction limits that apply at the time of your application of your Visa card.
- 9.3. Where a temporary minimum or maximum limit is imposed, ColCap Financial 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 a new permanent minimum or maximum transaction limit is imposed, ColCap Financial will inform you of this change in accordance with the requirements set out in section 42 of these Conditions of Use.

- 9.4. **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.**

10. AUTHORISATIONS AND PROCESSING OF TRANSACTIONS

- 10.1. Certain transactions that you make using your Visa card may need to be authorised before they can proceed. In these circumstances, prior to the transaction being completed, the relevant merchant's financial institution will obtain authorisation 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 but the relevant transaction is not completed, your Available Funds in your Linked Account may be reduced for a period of time.
- 10.2. 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.
- 10.3. ColCap Financial have the right to refuse authorisation for you to effect a transaction if:
- (a) ColCap Financial has restricted access to your Linked Account in accordance with section 30 of these Conditions of Use;

- (b) in accordance with section 31 of these Conditions of Use, ColCap Financial believes on reasonable grounds that the transaction is fraudulent or suspicious; or
- (c) the transaction will result in you overdrawing the Available Funds in your Linked Account.

11. TRANSACTION HISTORY

11.1. You can view your transaction history in our online portal, or our home loan app, if available, at any time. You should regularly check it to make sure there is nothing unusual, such as:

- (a) transactions that you don't recognise;
- (b) transactions that you didn't authorise;
- (c) transactions where you never received the relevant goods or services;
- (d) transactions where the Purchase price differs to the Purchase amount; or
- (e) you think a transaction may have been duplicated.

12. DIGITAL WALLET

12.1. You may enrol your Visa card into an eligible Digital Wallet. The term Digital Wallet includes the payment functionality provided by the Wallet Providers, the card provisioning functionality, and display of transaction history. Hay Limited will determine, in its sole discretion, which Visa cards may be eligible for use through a Digital Wallet and Hay Limited reserves the right to decline any enrolment of a Visa card to a Digital Wallet service where Hay Limited reasonably considers it necessary or prudent to do so, without the need to give you any reason.

- 12.2. Use of a Digital Wallet is at your discretion. You are not obliged to use a Digital Wallet in connection with any of your Visa cards.
- 12.3. You acknowledge that your use of a Digital Wallet is subject to any terms and conditions specified by the Wallet Providers, none of which will change or override these Terms and Conditions.
- 12.4. A Visa card enrolled into a Digital Wallet enables a cardholder to purchase goods and services with an Eligible Device at:
- (a) near field communication (“NFC”) enabled merchants; and
 - (b) an online merchant (whether in-app or through website), who accepts payments from a Digital Wallet service.
- 12.5. Digital Wallet services allow you to use your Eligible Device to access and use your Visa card to make purchases in place of presenting or using your physical Visa card. Some Electronic Banking Terminals may require you to enter your PIN.

13. ENROLLING YOUR CARD

- 13.1. To add your Visa card to a Digital Wallet, you must register your card through the relevant Digital Wallet service. Your enrolment will be declined if the card is not eligible for this service, you failed the authentication process, or if your Visa card or your Linked Account is not in good standing or conducted in a proper or satisfactory manner as determined by ColCap Financial in its absolute discretion, which ColCap Financial shall exercise reasonably. Your Visa

card, in digital form stored in the Digital Wallet remains the property of Hay Limited at all times.

14. ACCEPTABLE USE OF PASSCODES AND BIOMETRIC IDENTIFIERS

14.1. If your Visa card is enrolled in a Digital Wallet you are responsible for ensuring that:

- (a) only your Biometric Identifier is registered on the Eligible Device (and no other person's Biometric Identifier is registered);
- (b) the Digital Wallet is not shared with anyone and is used only by you;
- (c) you keep your passcode secure in the same way as a cardholder would a banking password or PIN secure, including by:
 - (i) not sharing it with anyone;
 - (ii) not carrying a record of it within an Eligible Device or with anything capable of being stolen along with an Eligible Device (unless a reasonable effort is made to protect the security of it);
 - (iii) not choosing an easily guessable passcode such as your date of birth or a recognisable part of your name; and
 - (iv) not acting with extreme carelessness in failing to protect the security of the passcode.
- (d) you keep the Eligible Device safe and secure (including by locking it when not in use or when it is unattended and by installing up-to-date anti-virus software on it);
- (e) you must take all steps and prevent any fraud, loss or theft in respect of the Eligible Device or

- any Visa card in connection with the use of Digital Wallet; and
- (f) you remove any cards from your Eligible Device before disposing of the Eligible Device.

14.2. If you:

- (a) let any other person's Biometric Identifier be registered on your Eligible Device;
- (b) share your passcode with any other person; or
- (c) register a Biometric Identifier on your Eligible Device in circumstances where you are aware that another person is or may be able to use their biometric information to access the Eligible Device, you are taken to have authorised that person to transact on your account using the relevant Digital Wallet. This means that any Digital Wallet transaction initiated by that person using the passcode or Biometric Identifier will be authorised by you, you will be responsible and liable for those transactions, and these Conditions of Use which deal with unauthorised transactions will not apply. You understand and acknowledge that this can result in significant loss or liability to you.

15. LOST, STOLEN OR COMPROMISED DEVICES

15.1. Protecting your important information

It is important you keep your Device, home loan app, if available, card information, PIN and Passcode secure. You must not:

- (a) Unnecessarily disclose the card number on your card

- (b) write a PIN or Passcode down either on the card or on something you carry with the card
- (c) share your PIN or Passcode with any other person
- (d) allow another person to register their Biometric details on your Device

15.2. **LOST CARD:**

If you believe your physical card is lost (and there's a chance you'll find it) you can **block** your card in the home loan app, if available, so that it cannot be used. While the physical card is blocked you can continue to use your card with Apple and/or Google Pay. If you locate your card, you can **unblock** it in the home loan app, if available. If you cannot locate your card, you must report this immediately via:

a) DURING NORMAL BUSINESS HOURS

QANTAS MONEY HOME LOANS Local call –
1300 992 700

b) OUTSIDE NORMAL BUSINESS HOURS

QANTAS MONEY HOME LOANS email –
service@colcap.money.qantas.com

15.3. If you fail to notify us without delay, you may be liable for part or all of the losses in connection with any unauthorised use of your Visa card in connection with a Digital Wallet as set out in section 31.

16. TRANSACTION HISTORY DISPLAYED IN A DIGITAL WALLET

- 16.1. The transaction history displayed in a Digital Wallet in connection with the use of your Visa card solely represents ColCap Financial's authorisation of your Digital Wallet transactions using that Eligible Device. It does not reflect any post-authorisation activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks.
- 16.2. Accordingly, the purchase amount, currency, and other details for your Digital Wallet transaction history in connection with use of your Visa card in a Digital Wallet may not match the transaction amount that is ultimately cleared, settled, and posted to your Linked Account. If there is any inconsistency between your Linked Account statement and transaction history displayed in your Digital Wallet, your Linked Account statement, subject to the correction of any error ColCap Financial reasonably determines to exist, shall prevail, and you will remain liable to ColCap Financial for the amounts set out on your Link Account statements.

17. FEES & CHARGES FOR USING DIGITAL WALLET

- 17.1. ColCap Financial does not currently impose a fee for using your Visa card through a Digital Wallet but Hay Limited and ColCap Financial reserve their right to impose a fee at their discretion in the future, subject to notifying you in accordance with section 42 of these Conditions of Use.

- 17.2. Your telecommunications carrier or provider may impose web-enablement, data usage or text messaging fees or other charges for your use of a Digital Wallet. You are responsible for payment of all fees and charges imposed by your telecommunications carrier or provider.

18. NOTIFICATIONS

- 18.1. As a condition of using your Visa card in connection with Digital Wallet Service, you acknowledge and consent to us sending notifications and/or text messages to the registered Eligible Device which may or may not be the same device as your mobile phone number on record with ColCap Financial. If at any time you revoke this consent, ColCap Financial may suspend or cancel your ability to use your Visa card in connection with a Digital Wallet.

19. MODIFYING ELIGIBLE DEVICES

- 19.1. Devices modified contrary to the software or hardware guidelines of a manufacturer, including by disabling hardware or software controls, (commonly referred to as “jail breaking”), are not Eligible Devices. You acknowledge and agree that the use of a modified device to use your Visa card in connection with Digital Wallet Service is expressly prohibited, constitutes a violation of these Conditions of Use, and is grounds for ColCap Financial to deny your access to your Visa cards through a Digital Wallet. ColCap Financial will not accept any liability for any losses that you may incur as a result of us denying you access to your Visa cards through a Digital Wallet in these circumstances.

- 19.2. ColCap Financial has the right to suspend or cancel your ability to use your Visa card in connection with a Digital Wallet at any time ColCap Financial consider it reasonably necessary or prudent to do so and need not give you any prior notice or reason for doing so.

20. IMPOSING LIMITS

- 20.1. ColCap Financial may impose a limit on any daily and/or individual transaction amount(s) in respect of your use of your Visa card through a Digital Wallet. The limit will be such amount(s) as determined by ColCap Financial and notified to you from time to time.

21. REMOVAL OR YOUR CARD FROM A DIGITAL WALLET

- 21.1. If you no longer wish to use your Visa card through a Digital Wallet, you can remove your card from the relevant Digital Wallet by following the instructions from the Digital Wallet Provider. Removal of your Visa card from a Digital Wallet will not terminate your Visa card in its plastic card form unless you also choose to terminate the plastic card form in accordance with section 30 of these Conditions of Use.

22. AUTHORISATION TO COLLECT AND SHARE DATA

- 22.1. You acknowledge that:
- (a) the relevant Digital Wallet Provider as well as its sub-contractors, agents, and affiliates; and
 - (b) Visa and its affiliates as well as subcontractors, agents, and affiliates of all associated payment networks, will have access to certain details of your transactions made by the use of your Visa card through a Digital Wallet.

22.2. The purpose of sharing your data is to:

- (a) perform their obligations under this Digital Wallet arrangement;
- (b) provide you with relevant transaction data;
- (c) detect and address fraud;
- (d) comply with applicable laws and regulations;
- (e) respond to inquiries made pursuant to court orders or by regulators;
- (f) manage, make product enhancement to, and/or promote the use of the Digital Wallet; and
- (g) create business and/or technical performance reporting.

22.3. You acknowledge that the use, storage and disclosure of any personal information provided by you directly to the Digital Wallet provider, Visa, or other third parties supporting the relevant Digital Wallet, will be governed by the privacy policy of each relevant party.

23. MERCHANT RELATIONSHIPS AND DISCLAIMERS

23.1. From time to time, merchants may present to you certain discounts, rebates or other benefits (e.g., free shipping) (“Offers”) if payment is effected through a Digital Wallet. These Offers are subject to certain terms and conditions between you and the relevant merchant and may be subject to change at any time without notice to you. ColCap Financial will not be liable for any loss or damage you or any third party suffer as a result of any interaction between you and a merchant with respect to any Offers.

23.2. To the extent permitted by law and these Conditions of Use, all matters, including delivery of goods and

services, returns, and warranties, are solely between you and the applicable merchants. Neither Hay Limited nor ColCap Financial are responsible for the goods and services you acquire through the use of a Digital Wallet. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or merchants of those goods or services. In certain circumstances you may have chargeback rights that may entitle you to a refund. Refer to section 34 for more information in respect of your chargeback rights.

- 23.3. ColCap Financial does not endorse or recommend the merchants or their products and services that are accessible through a Digital Wallet or the Offers that they provide.
- 23.4. This section is subject to your rights under the Australian Consumer Law and nothing in these Conditions of Use is intended to limit any rights you may have under those laws.

24. CHANGES TO PARTICIPATION IN A DIGITAL WALLET SERVICE

- 24.1. To the extent permitted by law, at any time where ColCap Financial reasonably consider it appropriate or necessary to do so either ColCap Financial may:
 - (a) terminate your use of Visa card in connection with a Digital Wallet;
 - (b) modify or suspend the type or dollar amounts of transactions allowed using your Visa card in connection with a Digital Wallet;
 - (c) change the eligibility of a Visa card for use with a Digital Wallet; and/or

(d) change the Visa card authentication process.

- 24.2. If ColCap Financial has cancelled or suspended your Visa card in accordance with these Conditions of Use, you will not be allowed to use it through your Eligible Device.

Please note that this is the case even though you may still see a symbol for the card on your Eligible Device.

25. INTELLECTUAL PROPERTY

- 25.1. All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights in a Digital Wallet (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by the Mobile Wallet Providers, Hay Limited, ColCap Financial, their licensors, or third parties.

- 25.2. Nothing in these Conditions of Use gives you any rights in respect of any intellectual property owned by a Mobile Wallet Provider, Hay Limited, ColCap Financial, their licensors, or third parties and you acknowledge that you do not acquire any ownership rights by adding your Visa card to, or using your Visa card in connection with, a Digital Wallet.

26. DISCLAIMER OF WARRANTY FOR DIGITAL WALLET SERVICES

- 26.1. Digital Wallets are provided by Mobile Wallet Providers. You acknowledge and agree that from time to time, your use of your Visa card in connection with a relevant Digital Wallet service may be delayed, interrupted or disrupted for an unknown period of time for reasons beyond ColCap Financial control.

ColCap Financial and their affiliates will not be liable for any claim arising from or related to your use of your Visa card through a Digital Wallet service due to a delay, interruption, disruption or similar failure that is beyond ColCap Financial's reasonable control.

- 26.2. You acknowledge that ColCap Financial are not a party to the terms and conditions for a Digital Wallet service between you and a Mobile Wallet Provider, and ColCap Financial does not own and is not responsible for the relevant Digital Wallet service. ColCap Financial does not provide any warranty in respect of a Digital Wallet service.
- 26.3. ColCap Financial is not responsible for performance, maintenance or other support services in respect of a Digital Wallet service and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to a Digital Wallet service, including, without limitation, any third party product liability claims, claims that a Digital Wallet service fails to conform to any applicable legal or regulatory requirement, claims arising under the Australian Consumer Law or similar legislation, and claims with respect to intellectual property infringement unless arising directly from ColCap Financial's mistake, negligence, fraud or wilful misconduct (including those of their employees, officers, agents and contractors). Any inquiries or complaints relating to the use of a Digital Wallet, including those pertaining to Intellectual Property Rights, must be directed to the Mobile Wallet Provider in the first instance.
- 26.4. ColCap Financial does not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your

Eligible Device. You are responsible for the selection of an Eligible Device and for all issues relating to the operation, performance and costs associated with such Eligible Device.

27. REPRESENTATION AND WARRANTY

27.1. You represent and warrant to us that:

- (a) the name identified by you when you registered your Visa card to be added to Digital Wallet Service is your name;
- (b) all cards you add to a Digital Wallet is or are, your Visa card;
- (c) you and all transactions initiated by you or using any of your Visa cards added to a Digital Wallet Service will comply with all laws, rules, and regulations applicable to you, including any applicable tax laws and regulations;
- (d) you have the authority to authorise the receipt of notices, calls and text messages from us at the phone number you provide;
- (e) you will not use any of your Visa cards through a Digital Wallet for any fraudulent undertaking or in any manner so as to interfere with the operation of Digital Wallet;
- (f) you will not permit any use of your Visa card through Digital Wallet by any third party; and
- (g) your use of your Visa card in connection with Digital Wallet will comply with these Conditions of Use.

28. RENEWAL OF YOUR VISA CARD

- 28.1. The expiry date is shown on your card. ColCap Financial will arrange a replacement Visa card before the expiry date of your current Visa card, provided that you are not otherwise in default under these Conditions of Use. If you store your Visa card in a Digital Wallet, it will automatically update with your replacement card.
- 28.2. If you do not require a replacement Visa card, you must notify ColCap Financial before the expiration date of your current Visa card. You must give ColCap Financial a reasonable time to arrange cancellation of the issue of a replacement Visa card.
- 28.3. ColCap Financial may issue a new Visa card to you at any time. All reissued cards are subject to these Conditions of Use. ColCap Financial will typically do this in circumstances where it considers that the security of your Visa card or PIN may have been compromised or where Hay Limited is required to issue new cards to cardholders as a result of any payment scheme rule changes. In these circumstances, you will not be charged any replacement card fee.
- 28.4. Some online merchants many participate in a Visa Account Updater service which will automatically renew the card expiry date with a merchant (if you have given the card details to them). This service helps to reduce declined payments due to changed account numbers and/or expiry dates.

29. CANCELLATION AND RETURN OF YOUR VISA CARD

29.1. The Visa card always remains the property of Hay Limited.

29.2. Hay Limited or ColCap Financial (on behalf of Hay Limited as the Visa card issuer) may cancel your Visa card and demand the return of the Visa card issued to at any time without prior notice:

- (a) for security reasons where your Visa card has been or is reasonably suspected to have been compromised and such compromise has been caused directly by you or any other third party as a result of your conduct;
- (b) the Linked Account has been overdrawn, or you have exceeded the Available Limit;
- (c) 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 ColCap Financial requesting you to remedy the default;
- (d) if your Linked Account is closed or is inactive;
- (e) if, without the agreement of ColCap Financial, you alter the authorities governing the use of your Linked Account; or
- (f) Hay Limited or ColCap Financial believe that the use of the Visa card may cause loss to the account holder, Hay Limited, ColCap Financial or the Lender.
- (g) If We are required to by applicable laws; or
- (h) If We suspect that your card or are being used for illegal activity;
- (i) To manage any risk;
- (j) If We reasonably consider that a transaction is fraudulent, in breach of the AML Act, or if We

have concerns regarding money laundering or terrorism financing risk;

(k) If We reasonably consider you are engaging in conduct that is:

- coercive or controlling behaviour to limit a person's access to or use of funds
- making profane, derogatory, discriminatory or harassing comments to any person
- making or promoting threatening or abusive language to any person
- making or threatening physical or psychological harm to any person

29.3. Where possible, ColCap Financial will inform you why your card has been suspended or closed however, in some cases, our legal obligations may prevent us from providing this information, and our failure to inform you of the reasons does not constitute a breach of these Terms. Neither ColCap Financial or Hay Limited are responsible for any loss that arises when your card is Blocked or Cancelled.

29.4. ColCap Financial may also cancel your Visa card and demand the return of the Visa card issued to you and your Additional cardholder at any time on giving you not less than one months' written notice.

29.5. **If ColCap Financial cancel your card:**

- (a) You must pay any outstanding fees or charges owed to us.
- (b) We may need to wait for all pending transactions to be processed before We can cancel your card.
- (c) You will no longer be able to use your card.

- (d) You remain responsible for any transactions that occur on your card (including outstanding card transactions), even after cancellation.

29.6. You may cancel your Visa card at any time by giving ColCap Financial written notice.

In these circumstances you must either return all Visa cards to ColCap Financial (cut in half 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 remove your Visa card from any Digital Wallets you have provisioned it to. You must then write to ColCap Financial to confirm cancellation of your Visa cards. All transactions, including any fees or charges owing on your card must be settled, before We can cancel your card.

29.7. You may be restricted or prevented from accessing any available funds from your Linked Account by using a Visa card in circumstances where:

- (a) there is a default of these Conditions of Use; and
- (b) ColCap Financial has notified you of this default and advised you that restrictions will be placed on access to your Linked Account through use of your Visa card if you do not rectify the relevant default in accordance with the timeframes set out in the notice that has been provided to you.

29.8. ColCap Financial, 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 Visa card.

30. CONDITIONS AFTER CANCELLATION OR EXPIRY OF YOUR VISA CARD

30.1. You must not use your Visa card:

- (a) after it has been cancelled or restricted; or
- (b) after the expiry date shown on the face of the Visa card.

30.2. 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 use your Visa card after it has been cancelled or restricted, you will be liable to ColCap Financial and the Lender (as the case may be) for the value of any transaction as well as any reasonable costs incurred your, ColCap Financial and/or the Lender (as the case may be) in collecting the amount owing. This section 31 survives termination of these Conditions of Use, expiry of your Visa card and the closing of the Linked Account.

31. YOUR LIABILITY IN CASE YOUR VISA CARD IS LOST OR STOLEN OR IN THE CASE OF UNAUTHORISED USE

31.1. Where you think a transaction is an Unauthorised Transaction or is otherwise incorrect, please get in touch with Us immediately and provide as much information as you can about the relevant transaction so We can investigate further. There are specific circumstances and time frames where a refund can be claimed in connection with a Disputed Transaction. This means that the ability to investigate a Disputed Transaction is limited to the time frames imposed by

payment service providers and card schemes (like Visa), so it is important to let Us know as soon as possible after you become aware of a Disputed Transaction.

(a) **Incorrect payments/issues with a Purchase**

If you have a problem with a Purchase made with your card or a Disputed Transaction, the first step is to get in touch with the Merchant you made the Purchase from. If you cannot resolve the matter with the Merchant, contact Us about the Disputed Transaction.

(b) **Lost, Stolen card or Compromised PIN**

You will not be responsible for Unauthorised Transactions:

- (i) that occur before your card is issued to you;
- (ii) that occur after you have **blocked** or cancelled your card and while it remains **blocked**; or
- (iii) where you didn't contribute to the Unauthorised Transaction
(see 32.3 for more information).

31.2. You are not liable for any loss arising from unauthorised use of your Visa card:

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

- (i) Hay Limited or ColCap Financial;
- (ii) employees or agents of Hay Limited or ColCap Financial;
- (iii) companies involved in networking arrangements;
- (iv) merchants or agents or employees of merchants;

- (v) after you have reported it lost or stolen;
 - (vi) if you did not contribute to any unauthorised use of your Visa card; or
 - (vii) if the unauthorised transaction was made using your Visa card information without use of your actual Visa card or PIN.
- (b) before you have actually received your Visa card and PIN and acknowledged receipt of your Visa card and PIN to ColCap Financial;
 - (c) subject to section 31, where the losses relate to any component of your Visa card 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;

31.3. For the purpose of section 31.2 (a), there is a presumption that you did not receive your Visa card unless ColCap Financial can prove that you did.

31.4. For the purpose of section 31.2 (a) vii, ColCap Financial will undertake an assessment to consider whether you have contributed to any loss caused by unauthorised use of your Visa card. This assessment will include a review of whether you:

- (e) voluntarily disclosed your PIN to anyone, including a family member or friend;
- (f) voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal;
- (g) wrote or indicated your PIN on your Visa card on any article carried with your Visa card or likely to be lost or stolen at the same time as your Visa card;

- (h) allowed anyone else to use your Visa card;
- (i) unreasonably delayed notification of:
 - (i) your Visa card or PIN record being lost or stolen;
 - (i) unauthorised use of your Visa card; or
 - (ii) the fact that someone else knows your PIN; or
 - (iii) you have not kept your card or PIN reasonably secured; or
 - (iv) there was an unreasonable delay in Disabling or cancelling your card where
 - you believed it was lost, stolen or otherwise compromised; or
 - (v) there was an unreasonable delay in reporting any Unauthorised Transaction
- (j) 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.

31.5. Where a transaction can be made using your Visa card but does not require your PIN, you are liable only if you unreasonably delay reporting the loss or theft of your Visa card.

31.6. If ColCap Financial can prove on the balance of probability that you have contributed to the unauthorised use of your Visa card under section 31(1)(a)(vii) your liability will be the lesser of:

- (k) the actual loss when less than your Available Funds (including the unused portion of any credit limit provided to you under any pre-arranged credit facility) with ColCap Financial and/or the Lender;

- (l) your Available Funds (including the unused portion of any credit limit provided to you under any pre-arranged credit facility with ColCap Financial and/or the Lender);
- (m) 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
- (n) 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 ColCap Financial).

31.7. In assessing your liability under section 31.1:

- (o) 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 it was lost or stolen; and
- (p) 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.

31.8. 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 Visa card, your liability will be the lesser of:

- (q) \$150;
- (r) your Available Funds (including the unused portion of any credit limit provided to you under any pre-arranged credit facility by ColCap Financial and/or the Lender);
- (s) the actual loss at the time ColCap Financial is notified of the loss or theft of your Visa card or mobile device; or
- (t) 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 ColCap Financial).

31.9. In assessing your liability under this section 31:

- (u) ColCap Financial will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred;
- (v) 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
- (w) 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.

32. VISA ZERO LIABILITY

32.1. In addition to the limits placed on your liability described in section 31 above, Visa's scheme rules

provide that Hay Limited and ColCap Financial shall limit your liability to nil in the following circumstances:

- (a) it is found that you have not contributed to any loss caused by unauthorised use of your Visa card following the review described in section 31.4; and
- (b) you have provided all reasonably requested documentation to ColCap Financial which may include provision of a statutory declaration and police report.

32.2. Where this Visa zero liability section applies, and ColCap Financial will endeavour to refund the amount of the unauthorised transaction(s) within five business (5) days, subject to:

- (a) you having provided all reasonably requested information to ColCap Financial;
- (b) you are not otherwise in default or have breached these Conditions of Use; or
- (c) ColCap Financial not reasonably determining 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 transaction(s); and
 - (iii) any delay in notifying ColCap Financial of the unauthorised transaction(s).

32.3. Any refund is conditional upon the final outcome of ColCap Financial's investigation of the matter and may be withdrawn by ColCap Financial where it considers that this section shall not apply as a result of that

investigation. In making any determination in respect of this section, ColCap Financial will comply with the requirements of section 31 of these Conditions of Use.

33. RESOLVING ERRORS

- 33.1. 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 ColCap Financial as explained in section 5.
- 33.2. As soon as possible, you must also provide ColCap Financial the following:
- (a) your name and address, account number and Visa card Number;
 - (b) details of the transaction or the error you consider is wrong or unauthorised;
 - (c) a copy of the account statement in which the unauthorised transaction or error first appeared;
 - (d) the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error;
 - (e) the names of other users authorised to operate the Linked Account;
 - (f) details of whether your Visa card is signed and PIN is secure; and
 - (g) any other details reasonably required by ColCap Financial.
- 33.3. Examples of transactions you may wish to dispute include circumstances where:
- (a) the transaction is not recognised by you;
 - (b) you did not authorise the transaction;

- (c) you did not receive the goods or services to which the transaction relates;
- (d) the transaction amount differs to the purchase amount;
- (e) you did not receive the requested cash from
- (f) an ATM (or you only received part of the cash requested); or
- (g) you believe a transaction has been duplicated.

33.4. If ColCap Financial 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.

34. CHARGEBACK RIGHTS

34.1. If you believe a transaction on your Visa card was:

- (a) unauthorised;
- (b) for goods or services and the merchant did not deliver them and a refund or credit was not offered or provided by the merchant; or
- (c) for goods and services which did not match the description provided by the merchant and a refund or credit was not offered or provided by the merchant, then you may be entitled to request ColCap Financial to 'chargeback' the transaction, by reversing the payment to the merchant's financial institution. Chargebacks are determined by the Visa Scheme Rules. You should tell ColCap Financial as soon as possible, but no later than 120 days after the date of the transaction and provide ColCap Financial with any information they may reasonably require to

assess your chargeback claim. Failure to do so may result in you losing any chargeback rights.

- 34.2. ColCap Financial may in good faith chargeback some or all of the amount disputed. However, if ColCap Financial does chargeback the transaction (and credit you Linked Account with the amount of the chargeback), and Visa, the merchant, or the merchant's financial institution subsequently declines to chargeback the transaction, ColCap Financial will deduct the refunded amount from your Linked Account.

35. COMPLAINTS

- 35.1. ColCap Financial will determine all complaints in accordance with its complaints policy. You can contact us via our website to get a copy of ColCap Financial's complaints policy. A copy of ColCap Financial's complaints policy is available online at: <https://colcap.com.au/complaints-policy/>
- 35.2. If ColCap Financial is unable to settle your complaint immediately to your satisfaction, then ColCap Financial will acknowledge your complaint and may, if relevant, request further details from you.
- 35.3. If your complaint is closed within 5 Business Days, by being resolved to your satisfaction or if there is no reasonable action that can be taken to address the complaint, then ColCap Financial will communicate this to you. This may be by means other than in writing. If you wish, you may request that ColCap Financial provides you with a written response.

35.4. Otherwise, within 30 days of receiving the complaint from you, ColCap Financial will:

- (a) advise you in writing of the results of its investigations; or
- (b) 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 ColCap Financial's investigation.

35.5. 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.

35.6. Where you are not satisfied with the outcome of your complaint or dispute, you have the right to contact and lodge a complaint with AFCA. You can contact AFCA at:

Mail: Australian Financial Complaints Authority (AFCA)
GPO Box 3, Melbourne VIC 3001

Phone: 1800 931 678

Website: www.afca.org.au

Email: info@afca.org.au

ColCap Financial Membership: 42429

36. MALFUNCTION

36.1. 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 ColCap Financial nor the Lender 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.

- 36.2. Where 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 ColCap Financial to debit your Linked Account with the amount of the transaction (which will reduce the Available Funds in your Linked Account).

37. RESPONSIBILITIES AND BOUNDARIES

Neither ColCap Financial nor Hay Limited is responsible for issues outside of Our control, such as:

- (a) When a Merchant does not accept your card;
- (b) Delays or interruptions not caused by Hay Limited or ColCap Financial;
- (c) Transactions that cannot be processed despite our reasonable precautions;
- (d) Disputes between you and the supplier of goods or services Purchased with the card.

To the extent permitted by law and Visa scheme rules, Our maximum liability is the value of a transaction processed due to Our error. For other issues that We may be responsible for, our liability is limited to the amount of your Available Balance.

38. APPLICABLE LAWS

- 38.1. Anti-Money Laundering and Counter Terrorism Finance (AML) laws - As the issuer, We must comply with the Anti-money Laundering and Counterterrorism

Financing Act 2006 (Cth) (AML Act) and its related Rules.

38.2. What happens when We have a concern about a transaction?

We are committed to protecting you and your monies from fraud and scam activities.

Where We reasonably consider that a transaction is fraudulent or may breach the AML Act, We may need to delay or refuse transactions or Block or close your card. We must Block the card until We can verify or re-verify your identity.

We are not responsible for any loss that arises where this occurs.

Where We can, We will let you know why We have stopped the transaction or Blocked the Account. However, in some instances our legal obligations will stop Us from being able to tell you and failing to inform you of the reasons is not a breach by Us.

39. STATEMENTS AND RECEIPTS

- 39.1. A transaction record slip will be available for each financial transaction carried out with your Visa card at an Electronic Banking Terminal.
- 39.2. 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.

- 39.3. You will be sent account statements in accordance with the terms of your Linked Account. You may also request more frequent account statements in accordance with the terms of your Linked Account.
- 39.4. You can also view your Linked Account transactions and balance at any time through the internet banking facility ColCap Financial has provided to you.
- 39.5. You may request a copy of your account statement at any time in accordance with your Loan Agreement. You should check with ColCap Financial whether fees and charges will apply in these circumstances.

40. FEES AND CHARGES

- 40.1. Fees and charges associated with the use of your Visa card (including fees for issuing additional or replacement cards and other servicing fees) may be charged by ColCap Financial (on its own account or on behalf of the Lender). ColCap Financial is authorised to debit your Linked Account with those fees (which will reduce the Available Funds in your Linked Account).
- 40.2. If you consider that a fee or charge has been incorrectly charged, you may dispute this by contacting ColCap Financial in accordance with section 35. Any incorrectly charged fee or charge will be reversed in your Linked Account.
- 40.3. Fees and charges applicable to your Visa card on the date you receive these Conditions of Use are set out in the Schedule of Fees and Charges at the end of these Conditions of Use. These fees and charges may change from time to time and you will be notified of new fees

and/or charges in accordance with section 42 and in accordance with any applicable laws.

41. GOVERNMENT FEES AND CHARGES

- 41.1. Fees, charges, duties and taxes that are imposed on the use of your Visa card by government or by any regulatory authority may be passed onto you and you authorise ColCap Financial to debit your Linked Account with those fees, charges, duties and taxes (which will reduce the Available Funds in your Linked Account).

42. CHANGES TO CONDITIONS OF USE

- 42.1. ColCap Financial may change these Conditions of Use and/or vary the fees and charges that apply to your Visa card 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 ColCap Financial to cancel your Visa card. In these circumstances, you will not be charged any additional fees or charges associated with cancellation of your Visa card. Please refer to sections 29 and 30 in respect of your responsibilities after you cancel your Visa card. If you retain and use your Visa card after notification of any changes to these Conditions of Use, your use of your Visa card shall be subject to those changes.
- 42.2. ColCap Financial may notify you of changes either through:
- (a) a letter to your last known address;
 - (b) notices on, or sent with account statements;
 - (c) notices on Electronic Banking Terminals or in branches;

- (d) press advertisements; or
- (e) a notice on ColCap Financial's website.

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

43. INDEMNITY

43.1. To the extent permitted by law, you indemnify Hay Limited, ColCap Financial and the Lender against any loss or damage suffered due to any claim, demand or action of any kind brought against Hay Limited, ColCap Financial and/or the Lender arising directly or indirectly because you:

- (a) did not observe your obligations under these conditions; or
- (b) acted negligently or fraudulently.

44. OTHER GENERAL CONDITIONS

44.1. Other terms and conditions of your Linked Account

These Conditions of Use govern your Visa card's access to your Linked Account. Each transaction on the Linked Account is also governed by the Loan Agreement and any other terms and conditions to which the Linked Account is subject. If there is any inconsistency between these Conditions of Use and the other terms applicable to your Linked Account, these Conditions of Use prevail except to the extent that they are contrary to any applicable legislation or any relevant industry code of practice.

44.2. Assignment

- (a) You may not assign your rights or obligations under these Conditions of Use to any other person.
- (b) ColCap Financial and/or the Lender may assign its rights or transfer these Conditions of Use as part of any assignment of the Loan Agreement.
- (c) ColCap Financial 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 fairer dispute resolution procedure than ColCap Financial. If ColCap Financial 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 ColCap Financial. If ColCap Financial assigns these Conditions of Use, ColCap Financial 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.

45. PRIVACY AND INFORMATION COLLECTION AND DISCLOSURE

45.1. ColCap Financial may collect your personal information:

- (a) to identify you in accordance with the AML Legislation and Visa scheme rules;
- (b) to provide information about a product or service;

- (c) to consider your request for a product or service;
- (d) to provide you with a product or service;
- (e) to assist in arrangements with other organisations in relation to the provision of a product or service or suspend its operation until it is provided;
- (f) to perform administrative and operational tasks (including systems development and testing, staff training, and market or customer satisfaction research);
- (g) to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- (h) as required by relevant laws and Visa scheme rules.

45.2. In some circumstances, ColCap Financial may collect your personal information from a third party service provider. For example, ColCap Financial may collect from the provider of a payments platform where your transactions are stored, information about the transactions you undertake. ColCap Financial may also collect information from other participants in the payments system and other financial institutions in order to resolve disputes or errors (refer to section 45.4 below). ColCap Financial collect this information in order to manage the service they provide to you, consistent with these conditions of use.

45.3. If you do not provide some or all of the information requested, ColCap Financial may be unable to provide you with a product or service.

45.4. ColCap Financial may provide your information:

- (a) to another member of its group;

- (b) to the Lender;
- (c) to any outsourced service providers (for example mailing houses, fraud and anti- money laundering service providers, data switch service companies);
- (d) to regulatory bodies, government agencies, law enforcement bodies and courts;
- (e) to other parties as is authorised or required by law; or
- (f) to participants in the payments system and other financial institutions for the purpose of resolving disputes, errors or other matters arising out of your use of your Visa card or third parties using your Visa card or card information.

45.5. You may access any of your personal information at any time by calling ColCap Financial on 1300 992 700. You may be charged a reasonable administration fee for access by ColCap Financial (directly or through debiting your Linked Account). This fee will be advised to you upfront in order for you to determine whether you wish to access your personal information. If you can show that information about you is not accurate, complete and up to date, ColCap Financial will take reasonable steps to ensure it is corrected so that it is accurate, complete and up to date. ColCap Financial will not charge any extra fee for correcting your information. There may be circumstances when ColCap Financial may be unable to provide you with access or to correct your information, in which case ColCap Financial will provide you with a written reason. For details on how you may access and seek correction of the personal information ColCap Financial holds about you, please refer to their Privacy Policies available at www.colcap.com.au.

- 45.6. ColCap Financial will not collect sensitive information about you, such as health information, without your consent.
- 45.7. To facilitate transaction identification and to assist with the identification of suspicious or fraudulent transactions, your personal information and transaction details may be sent to countries other than Australia. As at the date of these Conditions of Use, these countries are likely to include the United Kingdom, United States, Philippines, European Union and Israel. By using your Visa card, you agree that your personal information and transaction details may be sent overseas for the purposes of assisting with the identification of suspicious or fraudulent transactions or as required by law.
- 45.8. In accordance with the Privacy Act 1988 (Cth), ColCap Financial must comply with the Australian Privacy Principles. You have the right to lodge a complaint if you believe ColCap Financial has breached the Australian Privacy Principles. For details on how you may complain about a breach and how ColCap Financial deal with complaints, please refer to ColCap Financial's Privacy Policies available at www.colcap.com.au.
- 45.9. If you would like a copy of ColCap Financial's Privacy Policy to be sent to you, please contact ColCap Financial on 1300 992 700.

46. ANTI-MONEY LAUNDERING AND COUNTER-TERRORISM FINANCING

46.1. You agree that:

- (a) where required, you will provide to ColCap Financial all information reasonably requested by ColCap Financial in order for ColCap Financial and/or the Lender to comply with the fraud monitoring and anti- money laundering and counter terrorism financing obligations imposed on it pursuant to the AML Legislation and the Visa scheme rules;
- (b) ColCap Financial and/or the Lender may be legally required to disclose information about you and the Additional cardholder to regulatory and/or law enforcement agencies;
- (c) ColCap Financial may block, delay, freeze or refuse any transactions where ColCap Financial in their sole opinion considers reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML Legislation, any Visa scheme rules or any other relevant law;
- (d) where transactions are blocked, delayed, frozen or refused by ColCap Financial in accordance with this section 46, you agree that neither ColCap Financial nor the Lender is liable for any loss suffered by them, you or other third parties arising directly or indirectly as a result of ColCap Financial taking this action; and
- (e) ColCap Financial will monitor all transactions that arise pursuant to your use of your Visa card in accordance with its obligations imposed on it in accordance with the AML Legislation and the Visa scheme rules.

47. DEFINITIONS

AML Legislation means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and its associated rules, regulatory guides and regulations.

Apple means Apple Pty Limited ABN 46 002 510 054 and its related bodies corporate and affiliates.

Apple Pay means the payment platform created by Apple for making payments using an Apple Device and a supported card registered on such a Device. Apple Pay is a registered trademark of Apple Inc.

ATM means an automated teller machine.

ATM withdrawal means removal of physical cash from your Account through an Automatic Teller Machine (ATM).

Australian Consumer Law means Schedule 2 of the Competition and Consumer Act 2010 and Part 2 of the Australian Securities and Investments Commission Act 2001.

Available Balance means the total dollar value that is available in your Account at a particular point in time which you can view by using the ColCap Financial the home loan app, if available, and access through your card.

Available Funds means at any time the Available Limit less any drawings made but not repaid on the Linked Account.

Available Limit means the amount notified by ColCap Financial as being available in the Linked Account for drawing using any Visa card issued in connection with the Linked Account from time to time.

Block means a temporary status ColCap Financial has applied to an Account or card to prevent transactions from being processed. Only ColCap Financial can remove a Block.

Biometric Identifier includes fingerprint, faceprint or similar biometric identifier.

Business Day means a day that ColCap Financial is open for business, excluding Saturdays, Sundays and public holidays.

Card or ColCap Financial Visa Debit card means the Visa card which ColCap Financial issues to you for use wherever Visa cards are accepted.

Cardholder means the person to whom a card is issued by ColCap Financial.

Contactless Transaction means a transaction where a contactless-enabled card or Device is used to make a payment by tapping it near a contactless-enabled terminal, without the need to insert the card.

Chargeback means the process established by Visa in which a cardholder challenges a transaction made via their card.

Device means any equipment (electronic or otherwise), or artefact designed to be used to access your card.

Digital Wallet means an application on your electronic device (for example, a mobile phone or wearable device) or an online platform that stores your Visa card details which allows you to make a contactless purchase.

Digital Wallet Provider means digital wallet and payment service as applicable to your Eligible Device that is support by Hay Limited (and includes Apple Pay and Google Pay, and any others as notified by ColCap Financial from time to time).

Disputed Transaction (or a Dispute) means a card transaction that the cardholder is claiming is illegitimate in some way.

Eligible Device means any device or equipment that can be used to access your Linked Account using a Digital Wallet, and is not provided by us e.g., mobile phone, smart watch, tablet.

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 or any other terminal or device in which a Visa card can be used.

Floor Limit means an amount above which a payment using an eftpos Device requires approval by ColCap Financial in order for the transaction to be processed. Floor Limits are set by merchants' financial institutions.

Freeze means a temporary status placed on a card which results in all transactions processed using the physical card number being prevented until the Freeze is removed.

Google Pay means the mobile wallet service provided by Google that enables you to make Google Pay payments. Google Pay® is a trademark of Google LLC.

Hay Limited (ABN 34 629 037 403) is the **Visa licensed card issuer** and scheme sponsor who issues the physical and digital card on behalf of Columbus Capital Pty Ltd to enable access to the Visa Payment network. Hay Limited is not the issuer of the financial product.

Home loan app means the mobile application that operates and supports the card.

Issuer means **Columbus Capital Pty Ltd** (ACN 119 531 252), the issuer of the financial product (Visa Debit card) and responsible for the features, terms and conditions of the product.

Lender means the Lender under your Loan Agreement.

Linked Account means the mortgage loan account (or accounts) you have with the Lender which is managed (in whole or in part) by ColCap Financial and to which you may obtain access by use of the Visa card.

Loan Agreement means the agreement governing the mortgage or other loan entered into between you and the Lender, and which establishes the Linked Account (and includes all terms and conditions applicable to the Linked Account from time to time).

Merchant means authorised vendors who can accept and process Visa card transactions.

Passcode means a code you choose to protect access to the home loan app or online portal, or your Device, or any other password or code We provide to you (for example, to help you log in to your Account or authorise a transaction).

PIN means the personal identification number used to protect access to your card which is created by you.

Purchase means payment made using a card to acquire goods or services from a Merchant.

Terms and Conditions (Terms) means the detail and rules that apply to the opening, fulfilment and use the card.

Unauthorised Transaction means a transaction which is carried out without your knowledge and consent.

Visa Secure Participating Merchant means a merchant from whom online purchases can be made and who participates in the Verified by Visa Secure program described in section 6.

Visa means Visa Worldwide PTE. Limited.

Visa card means a debit card in whatever form (including plastic, virtual or tokenized) issued by Hay Limited at the request of ColCap Financial to enable electronic access to your Linked Account.

Visa card Number means the unique number assigned by Hay Limited 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 account holders (jointly and severally) of a Linked Account where such Linked Account has had one or more Visa cards issued to enable access to the Available Funds of such Linked Account.

We, Us, Our means Columbus Capital Pty Ltd ACN 119 531 252.

48. INTERPRETATION

- 48.1. For the purposes of these Conditions of Use, 'day' means a 24 hour period commencing at midnight Eastern Standard Time in Sydney Australia.
- 48.2. A reference to “your Visa card” is a reference to each or any Visa card issued in connection with any Linked Accounts (including any Visa cards issued to Additional cardholders).
- 48.3. A reference to:
- (a) one gender includes the other gender; and
 - (b) the singular includes the plural and the plural includes the singular.

49. SCHEDULE OF FEES AND CHARGES

The fees and charges that are applicable to your Visa card as at the date you receive these Conditions of Use are outlined in the following table. These fees and charges are payable to ColCap Financial and, unless otherwise specified, will be deducted from the Available Funds in your Linked Account at the time of the relevant transaction.

Fees		
ATM Operator Fee	Charged when you make a cash withdrawal or request an account balance from an ATM within Australia. The ATM will quote a fee, should you choose to progress with the transaction.	As quoted by third party ATM.

Overseas Transaction Fee	Payable and deducted from your Visa card at the same time you make a transaction using the Visa card in a currency other than Australian dollars, or you make a transaction using the Visa card in any currency (including AUD) that is processed by a card or scheme or financial institution or billed by the merchant outside of Australia.	3% of the total amount of each Relevant transaction. This fee includes an amount payable by us to VISA. The fee is a percentage of the converted AUD amount shown your Visa card transaction history.
Visa card Replacement Fee	Payable if you request to be provided with a replacement card.	\$7.50 per replacement card.
Disputed Transaction or Chargeback Fees	Refer to any fees charged to investigate and resolve a transaction that you, as the cardholder, claim was unauthorized, incorrect, or not completed as expected. A chargeback occurs when a transaction is reversed following a successful dispute raised with Visa.	\$0

Domestic card Transaction	Means any purchase, payment, or withdrawal made using your Visa Debit card within Australia, including transactions made online, in-store, or through an Australian merchant gateway. This includes transactions in Australian Dollars (AUD) and excludes any international purchases or foreign currency conversions.	\$0
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*NOTE: Merchants and financial institutions may also impose fees or surcharges.