



Rabobank

July 2019

Visa Debit Card Conditions of Use

Talk to the world's leading food and agribusiness bank

Rabobank Australia Limited
ABN 50 001 621 129 AFSL 234 700

To contact your nearest branch
please call 1300 30 30 33

www.rabobank.com.au

Please read these Conditions of Use carefully. They apply to all use of your Card. Use of your Card will confirm that you understand and have accepted these Conditions of Use. These Conditions of Use form part of the terms and conditions relating to the Account on which your Card is issued and should be read together with those terms and conditions. To the extent of any inconsistency between these documents, these Conditions of Use will prevail.

1. About your Card

- 1.1 You must sign your Card as soon as you receive it. If a Card has Jurisdiction and Selling Restrictions dates printed on it, the Card is valid only between those dates and must not be used outside those dates.
- 1.2 Your Card always belongs to us. We may issue you with a new Card at any time, and we may retain or require you to return your Card at any time. You must return your Card to us when:
 - the Account (and all Linked Accounts, if applicable) is closed;
 - we notify you that we have cancelled your Card in accordance with clause 1.3;
 - you, or someone else authorised to do so, cancel your Card; or
 - we request that you return your Card for security or fraud prevention reasons, to comply with our legal obligations or if required for compliance with our systems.
- 1.3 We may cancel your right to use your Card at any time if:
 - it is necessary for security reasons;
 - we suspect fraudulent use of your Card;
 - you fail to comply with any material requirement of these Conditions of Use; or
 - we consider it reasonably necessary for compliance with anti-money laundering obligations.

We can do so without telling you first, however where possible we will give you advance notice.
- 1.4 You may cancel your Card at any time by telling us. If you do this, you must destroy your Card or return it to us.
- 1.5 If you are a subsidiary cardholder, you must comply with these Conditions of Use as they apply to your use of the Card. For instance, if your Card or PIN is lost, stolen or used without permission you must notify us immediately and comply with clause 6.

2. Keeping your Card secure and your PIN secret

- 2.1 You must keep your Card secure. In particular:
 - you must not give your Card to anyone else or let anyone else use it;
 - you must keep your Card with you whenever possible; and
 - you must check regularly to make sure that you still have your Card.
- 2.2 When we issue your Card, we will also issue a PIN for the Card. We may permit you to change your PIN by using one of our PIN change terminals at our branches. To change your PIN, you must follow the instructions given at the PIN change terminal.
- 2.3 You must keep your PIN secret. In particular:
 - you must not tell anyone your PIN (this includes members of your family and our staff);

- you must destroy the PIN notification once you have memorised the PIN;
- if you do record your PIN, you must not record it on your Card, even if the PIN is disguised;
- you must not keep a record of your PIN with anything you usually carry or keep with your Card or anywhere where it is likely to be lost or stolen with the Card, unless you have made a reasonable attempt to disguise the PIN. (Examples of places where we would not consider your Card and your record of your PIN to be sufficiently separated are if you keep them in the same bag or wallet, or in the same car even if in separate compartments), or in the same room of your house. Examples of things that we would not consider to be a reasonable attempt to disguise your PIN would be if you recorded it in reverse, recorded it as a telephone number, described it as a "password" or "PIN", or by reference to us, or any other kind of disguise that someone else might guess easily; and
- you must take reasonable steps to make sure that no one else sees you enter your PIN during a transaction.

- 2.4 If you fail to keep your PIN secret or your Card secure, you may be liable for losses suffered if your Card is used without permission (see clause 9).

3. Linking accounts

- 3.1 Your Card may be linked to another Rabobank account (in addition to the account on which your Card is issued).
- 3.2 A Linked Account will be treated as if it were the account on which the Card is issued, if that account is selected, and all the terms and conditions of that account also apply to any transaction on that account.

4. Using your Card

- 4.1 You can use your Card at ATMs to carry out the following transactions:
 - withdraw cash; and
 - get an account balance.
- 4.2 You can use EFTPOS devices to carry out the following transactions:
 - purchase goods or services from the merchant operating the device; and
 - withdraw cash, if the merchant agrees.
- 4.3 You can place your Card near a Visa payWave terminal to purchase goods and services from participating merchants if your Card is Visa payWave enabled. Transactional limits apply.
- 4.4 When your Card is used to carry out a transaction, we will debit to the relevant account the value of the transaction together with any fees and Government Charges payable. Amounts debited for transactions made overseas will include any applicable conversion charges.

- 4.5 For any transaction, unless you show us evidence to the contrary:
- Your signature on a transaction receipt is evidence that the transaction is valid and carried out with your permission;
 - If your Card is used in conjunction with your PIN, or is placed near a Visa payWave terminal, the transaction will be deemed to be valid and carried out with your permission unless you have given us notice in accordance with clause 6.
- 4.6 You can use your Card worldwide at financial institutions and merchants displaying the VISA logo.
- 4.7 When your Card is used overseas, foreign currency amounts (including currency conversion charges) are converted, at VISA International's choice, either:
- directly into Australian currency at the exchange rate VISA International decides;
 - into United States currency and then into Australian currency at the exchange rates VISA International decides; or
 - the Australian currency amount is then debited or credited to the relevant account.
- 4.8 We can refuse to authorise a proposed Card transaction if:
- the transaction would overdraw the Available Funds on the selected account;
 - the transaction would exceed the relevant transaction limit;
 - your Card has been reported lost or stolen; or
 - we have any other good reason to do so, such as for security reasons, because we suspect fraudulent use of your Card, or because you fail to comply with any material requirement of these Conditions of Use.
- 4.9 You authorise us to give information to other persons for the purpose of authorising Card transactions.
- 4.10 We are not responsible if a third party such as a financial institution or merchant decides not to allow you to use your Card or imposes limits or conditions on the use of your Card.
- 4.11 You are not entitled to treat any promotional material displayed on any premises as a statement by us that you can use your Card on those premises.
- 4.12 We are not responsible for any goods or services which you obtain using your Card or any refund arising from the use of your Card unless the law says we are. However, if you dispute any transaction on your Card, we can claim a refund from the merchant's bank (known as a "charge back"). If any merchant gives you a refund arising from the use of your Card, we will credit the relevant account only when we receive a properly completed refund instruction from the merchant.
- 4.13 Subject to clause 9, you are and remain liable for all debts incurred arising from the use of your Card even if the relevant account has been closed or the Card cancelled, but only where it is not possible for us to stop a transaction (for instance if technological limitations prevent us from stopping a transaction on your Card, such as where you make a purchase below a merchant's floor limit so that no electronic approval is obtained).

5. Transaction limits

- 5.1 We may set limits (by value and number) for different types of Card transactions, taking into account the type of transaction, how it is being carried out and authorised, and the type of access you have in respect of the Card.
- 5.2 Our current maximum transaction limits for each Card, including Cards linked to more than one account, are:
- If you have Option 1 access:
 - total cash withdrawals at ATMs and EFTPOS devices each day: \$5,000 or the total Available Funds in the account from which the withdrawal is being made, whichever is lower;

- total purchases using EFTPOS devices each day: \$25,000 or the total Available Funds in the account from which the purchase is being paid, whichever is lower; and
 - total of total cash withdrawals at ATMs and EFTPOS devices and total purchases using EFTPOS devices each day: \$25,000 or the total Available Funds in the account on which the transaction is being made, whichever is lower.
- If you have Option 2 access:
 - cash withdrawals: \$0; and
 - total purchases using EFTPOS devices each day: \$5,000 or the total Available Funds in the account from which the purchase is being paid, whichever is lower.
 - If you have Option 3 access:
 - total cash withdrawals at ATMs and EFTPOS devices each day: \$1,000 or the total Available Funds in the account from which the withdrawal is being made, whichever is lower;
 - total purchases using EFTPOS devices each day: \$10,000 or the total Available Funds in the account from which the purchase is being paid, whichever is lower; and
 - total of total cash withdrawals at ATMs and EFTPOS devices and total purchases using EFTPOS devices each day: \$10,000 or the total Available Funds in the account on which the transaction is being made, whichever is lower.

We may, at your request, agree to change the maximum transaction limits which apply to your Card.

- 5.3 Transaction limits apply to the use of a Card to make purchases at a Visa payWave terminal. Rabobank will notify you of any such limit if your Card is capable of making Visa payWave purchases.
- 5.4 The minimum and maximum amounts of cash that you can withdraw from a particular ATM can vary depending on the ATM.

6. If your Card or PIN is lost, stolen or used without permission

- 6.1 You must tell us immediately you become aware or believe that any of the following has happened:
- someone else knows your PIN;
 - your Card or PIN record is lost or stolen; or
 - your Card has been used without your permission.
- You must give us all the information you have about the loss, theft or misuse.
- 6.2 You can tell us by any of the following means:
- telephoning 1800 007 948 in Australia or +612 9959 7686 if calling from overseas;
 - advising any of our branches; or
 - advising any financial institution which displays the VISA symbol.
- 6.3 If you unreasonably delay in telling us that any of these things have happened, you may be liable for losses suffered if your Card is used without your permission.

7. Changes to these Conditions of Use

- 7.1 We can change these Conditions of Use in accordance with the variations to Terms and Conditions clause in the Rabobank Conditions of Use that apply to the Account(s) affected by your use of the Card.
- 7.2 Notwithstanding clause 7.1, we do not have to tell you in advance about any change that we need to make immediately to restore or maintain security.

8. Receipts

You should retain transaction receipts to check against account statements.

9. Liability for transactions

9.1 Subject to these Conditions of Use, you are liable for all use of your Card. The allocation of liability set out in this clause does not apply to Card usage carried out by you or by someone else who is acting with your knowledge or permission. In those circumstances, your liability is not limited.

9.2 You are liable for losses arising from unauthorised use where you contribute to the losses because you fail to keep your Card secure or your PIN secret in accordance with clause 2. In this case, your maximum liability is the least of:

- the total loss up to the end of the day that we are told that someone else knows your PIN, that your Card or a PIN record has been lost or stolen, or that your Card has been used without your permission;
- the total of the amounts that you could have withdrawn on each of the days that your Card is used without your permission up to the end of the day that we are told that someone else knows your PIN, that your Card or a PIN record has been lost or stolen, or that your Card has been used without your permission; and
- the total Available Funds that you could have withdrawn on each of the days that your Card is used without your permission up to the end of the day that we are told, in the accounts accessible by your Card.

9.3 You are liable for losses arising from unauthorised use where you contribute to the losses because you delay unreasonably in telling us what you have to tell us in accordance with clause 6.

In this case, your maximum liability is the least of:

- the losses that could have been prevented between the time you became aware (or should have become aware) that someone else knew your PIN, that your Card or a PIN record had been lost or stolen, or that your Card had been used without your permission, and the time we were told; or
- the total of the amounts that you could have withdrawn on each of the days that your Card is used without your permission up to the end of the day that we are told that someone else knows your PIN, that your Card or a PIN record has been lost or stolen, or that your Card has been used without your permission; and
- the total Available Funds that you could have withdrawn on each of the days that your Card is used without your permission up to the end of the day that we are told, in the accounts accessible by your Card.

9.4 You are not liable for some losses arising from unauthorised use.

You are not liable for any losses:

- which result from transactions that take place after you tell us all that you have to tell us in accordance with clause 6;
- if it is clear that your conduct did not contribute to the losses;
- which are caused by the fraud or negligence of our employees, our agents' employees, employees of financial institutions or companies involved in networking arrangements with us, or merchants who are linked to the EFTPOS system and their agents and employees;
- which are caused by a forged, expired or cancelled Card;
- which happen before you receive your Card (and PIN, if the transaction requires a PIN);
- which are caused by the same transaction being incorrectly debited more than once to the same account.

Subject to clause 9.5, you are also not liable if a system,

equipment or device malfunction causes you any loss, or creates an error in your account. In this case, we will correct the error and refund any resulting fees or Government Charges, and interest paid by you.

9.5 Other than to correct an error in an account and the refund of any resulting fees or Government Charges, we will not be liable to you for any loss caused by an ATM or EFTPOS device malfunctioning if you were aware, or should have been aware that the terminal was unavailable for use or was malfunctioning.

10. Renewal of your Card

10.1 We will forward to you a replacement Card before the expiry date of your current Card.

10.2 If you do not require a replacement Card, you must notify us at least one month before the expiry date of your current Card. If, after you receive a replacement Card, you do not wish to use it, you may cancel the replacement Card in accordance with clause 1.4.

11. Disputed Transactions and Chargebacks

11.1 You should report a disputed transaction to us as soon as possible (so that we may reasonably ask for a chargeback where such a right exists). The need to claim a chargeback may arise for many reasons however it does not apply to eftpos transactions.

11.2 You may lose the ability to dispute a transaction if you do not report it within 75 days of the transaction taking place.

11.3 If you wish to dispute a debit card transaction with us, you can tell us by telephoning 1800 025 484 in Australia or +612 9959 7686 if calling from overseas or by advising any of our branches and you will need to complete a disputed transaction statement form. You can always take up the complaint directly with the merchant if your complaint is about goods or services charged to the card.

11.4 We will, in relation to the transaction (including an unauthorised payment debited to the account pursuant to a recurring payment arrangement) claim a chargeback right, where one exists for the most appropriate reason. We will not accept a refusal of a chargeback by a merchant's financial institution unless it is consistent with the Visa card scheme rules.

11.5 If the Merchant bank accepts the chargeback, the dollar value, in whole or in part, of a particular transaction, Rabobank will process the disputed transaction correction. Otherwise, depending on the outcome, the disputed transaction may need to be escalated. The process can continue until resolution is complete.

12. Meaning of Words

In these Conditions of Use, unless the contrary intention appears:

ATM means an automatic teller machine.

Chargeback means the process by which a customer bank (such as Rabobank) reverses all, or part, of the amount of the disputed transaction processed via VisaNet (such as when your Card is used to make a purchase online, over the phone, using a contactless terminal or when pressing the Credit button) back to a merchant bank in accordance with the Visa Card Scheme Rules.

EFTPOS means an electronic funds transfer point of sale device, used for electronic transactions at retail and other locations.

Linked Account means an account, other than the Account, to which we link your Card.

PIN means the secret personal identification number that we issue with a Card, as varied in accordance with these Conditions of Use.

Visa payWave means a contactless method of payment using a Visa payWave enabled Card.