

# Latitude Service Centre

Terms and Conditions (Australia)

Effective as at Feb 2025

The Latitude Service Centre allows you to access a number of Services for your Accounts online with compatible internet browsers. This document sets out the terms and conditions for use of the Latitude Service Centre (the “Terms and Conditions”), including providing access to the BPAY scheme.

Please read this document carefully. Your access and use of the Latitude Service Centre signifies your acceptance to be bound by these Terms and Conditions. These Terms and Conditions are subject to change.

If you have any questions about the Latitude Service Centre or these Terms and Conditions, simply contact us on:

- 1300 303 234 (if calling from overseas +61 1300 303 234)
- [servicecentre@latitudefinancial.com](mailto:servicecentre@latitudefinancial.com)

Registering for the Latitude Service Centre will also allow you access to the Latitude Mobile App. The terms and conditions that apply to use of the Latitude Mobile App can be viewed online at <https://mobile.assets.latitudefinancial.com/mobile-apps/terms-and-conditions/au-latitude-mobile-app.pdf> and your access and use of the Latitude Mobile App signifies your acceptance to be bound by those terms and conditions.

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## 1 About these Terms and Conditions

- 1.1 The following Terms and Conditions apply when you access or use the Latitude Service Centre.
- 1.2 These Terms and Conditions are in addition to:
  - a) the General Terms and Conditions (sometimes known as the Conditions of Use) that apply to any Account linked to the Latitude Service Centre; and
  - b) the terms and conditions that apply to use of the Latitude Mobile App.
- 1.3 If there is any inconsistency between the General Terms and Conditions applying to any Account and these Terms and Conditions, then the General Terms and Conditions will apply.

## 2 Availability of the Latitude Service Centre

- 2.1 The Latitude Service Centre is free to use however your internet or network provider charges you for accessing the internet.
- 2.2 We may change or withdraw the Latitude Service Centre at any time without prior notice.
- 2.3 Services offered through the Latitude Service Centre may not be available at all times.
- 2.4 The Latitude Service Centre may be unavailable due to scheduled outages or due to factors beyond our control, such as your internet connection.
- 2.5 The availability and performance of the Latitude Service Centre may vary depending on your device, internet or network provider, browser or browser settings/extensions (e.g. pop-up blockers, script blockers, cookie settings, etc.).

## 3 Accepting these Terms and Conditions

- 3.1 If we agree to provide you with access to the Latitude Service Centre and you do not already have a Latitude ID, you will be taken to have accepted these Terms and Conditions when you register for a Latitude Service Centre account (refer to clause 0).
- 3.2 If we agree to provide you with access to the Latitude Service Centre and you already have a Latitude ID, you will be taken to have accepted these Terms and Conditions when you first log in to the Latitude Service Centre.
- 3.3 If you have a New Zealand Account you are also taken to have accepted the New Zealand Terms and Conditions and the New Zealand Terms and Conditions will apply when you access or use the Latitude Service Centre in relation to your New Zealand Account.

## 4 Definitions

<b>Account</b>	means an account established in your name in connection with a credit contract you have with any of the following companies: <ul style="list-style-type: none"><li>• Latitude Finance Australia (ABN 42 008 583 588);</li><li>• Latitude Personal Finance Pty Ltd (ABN 54 008 443 810); or</li><li>• Latitude Automotive Financial Services (ABN 80 004 187 419).</li></ul>
<b>Banking Business Day</b>	any day on which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia.
<b>Billers</b>	an organisation that tells you that you can make payments to it through the BPAY Scheme.
<b>BPAY Group Limited</b>	BPAY Group Pty Ltd ABN 60 003 311 644. Contact by email to <a href="mailto:privacy@bpay.com.au">privacy@bpay.com.au</a> or by post to Privacy Officer, BPAY Group Pty Ltd, PO Box H124, Australia Square NSW 1215, Australia.
<b>BPAY Payment</b>	a payment which you can make or propose to make through the BPAY Scheme to a Biller.
<b>BPAY Pty Ltd</b>	BPAY Pty Ltd (ABN 69 079 137 518) of Level 7, 1 York St, Sydney NSW 2000. Privacy Officer: (02) 8252 0500 or email <a href="mailto:info@bpay.com.au">info@bpay.com.au</a> .
<b>BPAY Scheme</b>	means the scheme operated by BPAY from time to time to provide payment services to end customers.
<b>Debit Card Authority</b>	means a written, verbal or online request between us and you to debit funds from your debit card account held at your financial institution.
<b>Direct Debit Request</b>	means a request by you to us in accordance with these Terms and Conditions in which you authorise us to debit your account held at your financial institution but does not include a Debit Card Authority.
<b>IMEI</b>	means International Mobile Equipment Identity.
<b>Latitude ID</b>	your email address used to register for the Latitude Mobile App or Latitude Service Centre.
<b>Latitude Mobile App</b>	means the Latitude Mobile App that allows you to access a number of Services for your Accounts on compatible mobile phones and tablet devices.

<b>Mobile Device</b>	means a mobile phone or another type of personal electronic device, that is able to access the Service.
<b>New Zealand Account</b>	means an account established in your name in connection with a credit contract you have with Latitude Financial Services Limited (Company number 5624865).
<b>New Zealand Terms and Conditions</b>	means the Latitude Service Centre Terms and Conditions (New Zealand), as amended from time to time, available to be viewed online at <a href="https://servicecentre.latitudefinancial.com/resources/nz-latitude-service-centre.pdf">https://servicecentre.latitudefinancial.com/resources/nz-latitude-service-centre.pdf</a>
<b>PIN</b>	means personal identification number.
<b>Service</b>	means the functionality and content of the Latitude Service Centre, including functionality and content relating to any reward points program associated with your Account. The service relating to any reward points program may be subject to separate terms and conditions.
<b>SMS</b>	means the short message service protocol facilitated by telecommunications providers.
<b>Temporary card lock</b>	means the functionality described in clause 0.
<b>Unauthorised transaction</b>	has the meaning set out in the terms and conditions that apply to your account and applies to transactions completed through the Latitude Service Centre.
<b>We, us, our</b>	means Latitude Financial Services Australia Holdings Pty Ltd.
<b>Your financial institution</b>	means the financial institution where you hold the account that you have authorised us to debit pursuant to your Direct Debit Request or Debit Card Authority.

## 5 Initial access to the Latitude Service Centre

- 5.1 To access the Latitude Service Centre, you will need to have a Latitude ID (by previously registering for Latitude Mobile App account) or you will need to register for a Latitude Service Centre account.

Note: The email address used as your Latitude ID will be the same for both the Latitude Service Centre and the Latitude Mobile App.

- 5.2 To register for a Latitude Service Centre account, you must provide your email address as your Latitude ID, your full name and select a password.

Note: registration will be done for you when successfully applying for a credit card if the email address provided has not already been registered.

Note: Your email address and password must meet the security requirements in clause 0.

- 5.3 You may be required to register your Mobile Device, and you agree that for security reasons your device's unique identifier (for example the IMEI of a mobile phone) may be stored by us.

- 5.4 When initially accessing the Latitude Service Centre you have the option to link your eligible Account(s). This requires you to provide your date of birth for matching purposes, see clause 6.

Note: Providing your date of birth is optional. If you do not provide it we will be unable to automatically link any Account(s) you have.

Note: If you successfully apply for a new credit card account, in the normal course of events the new account will be automatically linked to your Latitude ID (the email address used during your application).

## 6 Linking Accounts to your Latitude Service Centre account

- 6.1 Linking your Account(s) can be a) done during the application process for a new credit card account, b) done during the process to register for the Latitude Service Centre (see clause 5.4) or c) completed at a later time by providing your date of birth and the account/card number of the Account you wish to link to your Latitude ID.

Note: If you have already linked your Account in the Latitude Mobile App it will also be linked in the Latitude Service Centre.

- 6.2 We will verify your identity when we do this and require that your mobile phone number and email address are up to date on your Account to enable this process.

- 6.3 Each account linked to a Latitude ID must belong to the same person i.e. same name, date of birth and other identifying information.

- 6.4 We may at our discretion send you a single use SMS code to authenticate and permit the linking of your Account. To receive any SMS message or code we may send you, your current mobile phone number must be accessible via your mobile carrier's network in the country of residence recorded on your Account. We will only send SMS messages to phone numbers in Australia or New Zealand. If you are travelling and you wish to receive SMS messages from us, you must turn on global roaming.

## 7 Accessing the Latitude Service Centre

- 7.1 You agree that we may send you single use codes via SMS or email, from time to time and at our discretion, to a mobile number or email address registered with us to authenticate and permit any access to the Latitude Service Centre or any of the Services.
- 7.2 To receive any SMS message or code we may send you, your current mobile phone number must be accessible via your mobile carrier's network in the country of residence recorded on your Account. We will only send SMS messages to phone numbers in Australia or New Zealand. If you are travelling and you wish to receive SMS messages from us, you must turn on global roaming.
- 7.3 You are responsible for any charges imposed by your telecommunications carrier when using the Latitude Service Centre, including call, SMS, roaming, data and internet access fees and charges.
- 7.4 You may access the Latitude Service Centre from several devices. However, for enhanced security, we may collect the unique identifier of each device (for example the IMEI of a mobile phone) accessing the Latitude Service Centre.

### **Signing in using passwords**

- 7.5 You agree that any person who supplies us with your Latitude ID and password will be allowed access to your Latitude Service Centre account.

### **Signing in from the Latitude App**

- 7.6 Certain features, such as Balance Transfer, are only available on the Latitude Service Centre (LSC). However, access to some of those LSC-only features can be initiated from the Latitude App. If you attempt to access one of those features from the Latitude App, you will be required to authenticate yourself again with a code sent to you via SMS or, if SMS is not available to us, by email.

## 8 Updating your details

- 8.1 You must notify us promptly if your email address changes.

Note: It is important we have your correct email address as we may use this address to notify you of changes to these Terms and Conditions or to the Latitude Service Centre.

- 8.2 If you choose to provide a mobile phone number to us, you must ensure that the mobile telephone number is accurate and you must notify us promptly if your mobile phone number changes.

Note: It is important we have your correct mobile telephone number as we may use this number to authenticate access to the Latitude Service Centre and failures may temporarily restrict your access.



## 9 What can be done using the Latitude Service Centre

- 9.1 Subject to clause 9.3, the following Services are available in the Latitude Service Centre:
- a) checking your Account balances;
  - b) reviewing your most recent Account transactions;
  - c) dispute a transaction;
  - d) viewing information on Account payment options;
  - e) viewing a payout figure for credit cards;
  - f) setting up a once-off Debit Card Authority to make a payment for credit cards, where we have approved this as an Account payment option;
  - g) setting up and managing Direct Debit Requests for your credit cards;
  - h) viewing information on Account payment options;
  - i) accessing your monthly statements and setting your delivery preference;
  - j) administering your card (for example, activation, temporary card lock and PIN);
  - k) administering additional cards issued on your account (activation and PIN only);
  - l) updating your contact details for credit cards (address, email address and phone number);
  - m) requesting some letters (for example, an account closure letter);
  - n) requesting account closure or credit limit increases and decreases;
  - o) managing payment notifications; and
  - p) setting up and managing BPAY for your eligible credit cards; and
  - q) balance transfers from a third-party credit card account to Latitude credit card accounts that offer that capability; and
  - r) viewing points balance and redeeming for rewards on accounts that offer it.
- 9.2 Information about your Account obtained from the Latitude Service Centre will reflect the current status of your Account on our systems at the time you access the service, though this information may not include transactions which are yet to be processed and may be corrected (for example, if a transaction is reversed).

- 9.3 We may add, change or remove any Services available in the Latitude Service Centre at any time without prior notice to you.

## 10 Limitation of liability

- 10.1 Your access to and use of the Latitude Service Centre is at your own risk.
- 10.2 Except in the instance of statutory warranties that cannot be excluded, we make no warranties or representations as to the accessibility, security, stability or reliability of the Latitude Service Centre, and we specifically disclaim any liability or responsibility for any faults, failures or interruptions or the accuracy, timeliness, completeness, security or reliability of any communications made using the Latitude Service Centre.

## 11 Suspension or termination

- 11.1 We may suspend or terminate your right to access the Latitude Service Centre at any time, without prior notice and with immediate effect. Reasons for suspending or terminating your right to access may include:
- a) if we suspect that you, or someone acting on your behalf, is being fraudulent;
  - b) if the service is being misused or used inappropriately by you or another person acting on your behalf;
  - c) if we believe the Latitude ID or password is being misused or is likely to be misused;
  - d) for reasons of security or quality of the Latitude Service Centre;
  - e) to prevent loss to you or us;
  - f) if we believe you gave us false or misleading information to open your Account or gain access to the Latitude Service Centre;
  - g) if you are in default under your Account with us;
  - h) your Account is closed;
  - i) if we do not recognise the unique identifier of the device used to access the Latitude Service Centre;
  - j) you have not accessed your Latitude Service Centre account for at least 12 months; or
  - k) if we believe that your account or your right to access the service has been or is being used to further a crime.

## 12 Security

- 12.1 Any act contrary to these security requirements may mean you are liable for losses or unauthorised transactions caused by a breach of the security of the Latitude ID or password.

### **General requirements**

- 12.2 You must inform us immediately if your Latitude ID or password has been misused, lost or stolen by calling us on 1300 303 234.
- 12.3 We must be given all the information that you have or can reasonably obtain regarding the loss, theft or unauthorised use.
- 12.4 You must not:
- a) voluntarily disclose details of your Latitude ID or password to anyone, including a family member or friend;
  - b) record your password on a device, computer, mobile phone or table device;
  - c) write or record your password on anything on or carried with your device, computer, mobile phone or tablet device, or liable to be lost or stolen simultaneously, unless you have made reasonable attempt to protect the security of the information; or
  - d) keep a written record of your Latitude ID or password on one or on more than one article liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of information.

Note: We will never ask you to provide your password over email and you must not do so.

- 12.5 You agree you will:
- a) promptly update, and keep updated, the operating system and security software (including if available antivirus, antimalware, antispyware and firewall software) of your device, computer, mobile phone or tablet device when released;
  - b) only install approved applications on your mobile phone or tablet device and do not install programs or mechanisms on your device, computer, mobile phone or tablet capable of recording your access details or your activity in the Latitude Service Centre; and
  - c) not access the Latitude Service Centre from devices, computers, mobile phones or tablets you are not familiar with and avoid accessing the Latitude Service Centre from free or public Wi-Fi.
  - d) not override the software lockdown on your device, computer, mobile phone or tablet device (e.g. by jailbreaking, rooting, etc.).

### **Email requirements**

- 12.6 You should only use a personal and private email address that you have sole access to for your Latitude ID. The email address should not be tied to an employer or be subject to moving out of your control.

### **Password requirements**

- 12.7 You should not select a password that contains your Latitude ID or any personal details that can be guessed by others.

- 12.8 You should:

- a) use a combination of numbers, letters and special characters, including uppercase and lowercase in your password;
- b) change your password regularly; and
- c) change your password immediately and call us if your password has been compromised.

- 12.9 You must not select a password that includes:

- a) numeric characters which represents your birth date; or
- b) alphabetic characters that are a recognisable part of your name.

## **13 Changes to these Terms and Conditions**

- 13.1 We may change these Terms and Conditions at any time.

- 13.2 Changes may include (but are not limited to):

- a) imposing or increasing charges related to use of the Latitude Service Centre or any Services within the Latitude Service Centre;
- b) increasing your liability for losses related to transactions using the Latitude Service Centre; or
- c) imposing, removing or adjusting a daily or other periodic transaction limit applicable to the use of the Latitude Service Centre.

- 13.3 We will give you notice of changes in accordance with clause 0.

## 14 Method of giving notice

- 14.1 By agreeing to these Terms and Conditions, and by continuing to access the Latitude Service Centre, you consent to receiving any notice or other document we are required to give you personally under these terms by one of the following methods:
- a) by emailing the notice or other document to your email address; or
  - b) by making the notice or other document available for a reasonable period of time on the Latitude Service Centre for retrieval by you when you next access your Latitude Service Centre account and sending you an email that it is available; or
  - c) by notice within the Latitude Service Centre that is displayed when you next access your Latitude Service Centre; or
  - d) by any other method provided for in the terms and conditions applying to your Account.
- 14.2 If we send you an email, the email is deemed to have been given once it enters your information system.
- 14.3 The current terms will be available for you to view online at <https://servicecentre.latitudefinancial.com/resources/au-latitude-service-centre.pdf>

## 15 Privacy and confidentiality

- 15.1 To evaluate the effectiveness of the Latitude Service Centre, we may collect statistical data on access and usage (e.g. dates used, operating system, browser, IP, etc.). No personal information is collected on these occasions.
- 15.2 Our Privacy and Credit Reporting Policy explains how we manage your personal information, including collection, usage and disclosure. A copy is available online at: [www.latitudefinancial.com.au/privacy/](http://www.latitudefinancial.com.au/privacy/)

This should be read in conjunction with the privacy disclosures we gave you for your Account.

## 16 Governing law

- 16.1 These Terms and Conditions are governed by the laws of the State of Victoria and the Commonwealth of Australia.

## 17 Liability for unauthorised transactions

- 17.1 This clause only applies to transactions that are completed through the Latitude Service Centre.

Note: The terms and conditions applying to any Account will explain your liability for unauthorised transactions that are completed using other access methods (for example, by using a card).

Where applicable, this clause 17 is to be read in conjunction with clauses 19.30 and 19.32 (relating to unauthorised BPAY Payments).

### **Your liability for unauthorised transactions**

- 17.2 You are not liable for losses resulting from unauthorised transactions:
- a) caused by fraudulent or negligent conduct by us, a supplier or company involved in networking arrangements (including the employees or agents of such organisations); or
  - b) relating to a forged, faulty, expired or cancelled Latitude ID or password; or
  - c) that arises from transactions that require the use of a Latitude ID, before that Latitude ID has been received or selected (as applicable) by you;
  - d) caused by the same transaction being incorrectly debited more than once to the account; or
  - e) occurring after we are notified that a Latitude ID has been misused, lost or stolen, or that security of a password has been breached; or
  - f) where it is clear that any cardholder has not contributed to such losses; or
  - g) to the extent that we are able to recover amounts by exercising any relevant rights we have against a supplier.
- 17.3 Subject to clause 17.2 and 17.4, you are liable for losses resulting from unauthorised transactions where any cardholder has contributed to the losses:
- a) through fraud or a breach of the requirements in clause 12; or
  - b) through unreasonably delaying notifying us of the misuse, loss or theft of a Latitude ID or the breach of security of a password.

If clause 17.3(b) applies, you are liable for losses from the time when a cardholder becomes aware (or, in the case of loss or theft, should reasonably become aware) of the misuse, loss or theft, until we are notified that a Latitude ID has been misused, lost or stolen, or that security of a password has been breached.

- 17.4 You are not liable under clause 17.3 for:

- a) that portion of losses incurred on any one day which exceeds any applicable daily transaction limits notified to you; and
- b) that portion of the losses incurred in a period which exceeds any other periodic transaction limits applicable to that period notified to you; and
- c) that portion of the total losses incurred on the account which exceeds the credit limit.

#### **Complaint handling**

- 17.5 For information about our complaints process, including how to make a complaint or to raise a complaint online, visit [www.latitundefinancial.com.au/complaints](http://www.latitundefinancial.com.au/complaints). If your complaint remains unresolved, you can also contact the Australian Financial Complaints Authority at [www.afca.org.au](http://www.afca.org.au) or on 1800 931 678.

## 18 Temporary card lock

Note: Temporary card lock is only applicable to credit cards.

18.1 The Temporary card lock facility allows you to temporarily block most transactions on your own card (for example, while you search for your misplaced card).

Note: Temporary card lock does not report your card as misused, lost or stolen, see clause 18.9.

18.2 The Temporary card lock:

- a) is not available on additional cardholder's cards or any other cardholder's card other than your own;
- b) may not be available if your Account or card is closed, expired, blocked, suspended or cancelled;
- c) is separate to any other restriction or block applied to your Account or card for any other purpose, and removing the Temporary card lock does not affect such other restrictions or blocks; and
- d) settings on your existing card may be carried over to a replacement card (for example, if your current card expires and you activate a replacement card, it may have a Temporary card lock applied).

18.3 Adding or removing a Temporary card lock generally takes effect straight away.

### **Impact on transactions**

18.4 We use reasonable efforts to block a transaction when we receive a request for authorisation from a merchant however there are certain circumstances when the Temporary card lock may not operate to block some transactions.

18.5 The Temporary card lock will generally block the following transactions for your card:

- a) transactions using the physical card attempted at both domestic and overseas point of sale terminals, including contactless (for example, payWave or Tap and go);
- b) transactions using the card details (for example, online, over the phone or mail order transactions);
- c) digital wallet transactions (for example, Apple Pay, Google Pay or Samsung Pay);
- d) promotional offers at retailers (for example, an interest free or buy now pay later purchase from a retailer both online or in-store); and
- e) cash withdrawal transactions attempted at both domestic and overseas ATMs.

Important: See clause 18.7 for how the Temporary card lock may affect recurring or instalment transactions paid from your card.

18.6 The Temporary card lock will generally not block the following transactions for your card:



- a) payments to your Account (for example if you pay your Account by BPAY or direct debit);
- b) refunds or other credits to your card;
- c) transactions not sent for authorisation; and
- d) transactions made when our, the card network's (for example, Visa or Mastercard) or a merchant's, computer or telecommunications systems are interrupted, unavailable or offline for any reason.

Important: See clause 18.7 for how the Temporary card lock may affect recurring or instalment transactions paid from your card.

18.7 The Temporary card lock may block some but not all existing recurring or instalment transactions paid from your card (for example, regular bills or subscriptions paid from your card automatically).

- a) If you want to temporarily stop a recurring or instalment transaction, you must contact the merchant directly.
- b) If you do not want to risk a recurring or instalment transaction being blocked, you should contact the merchant directly and arrange an alternative payment method for transactions due while the Temporary card lock is applied.

#### **Your obligations**

18.8 You should always monitor all transactions on your Account, but it is more important if you have misplaced your card.

18.9 A Temporary card lock does not report your card as misused, lost or stolen. If:

- a) your card or PIN has been misused, lost or stolen;
- b) you suspect an unauthorised transaction has been made on your Account;
- c) you are unable to find your misplaced card quickly; or
- d) your card was found in a location where others could have accessed the card or the card number,

you must as soon as possible report that in accordance with the terms and conditions applying to your Account.

Important: Unreasonable delays in reporting a card or PIN misused, lost or stolen may mean you are liable for losses resulting from any unauthorised transactions.

#### **Liability**

18.10 Without limiting clauses 10 and 17, or any other relevant liability terms and conditions applying to your Account, we are not liable for any loss suffered by you because:

- a) a transaction is charged to your card despite the Temporary card lock; or
- b) a transaction is unable to be charged to your card due to the Temporary card lock.

## 19 BPAY Scheme

Note: BPAY Scheme is only applicable to credit cards where the terms and conditions of the Account indicate it is available on that credit card.

### **Introduction to BPAY**

- 19.1 We are a member of the BPAY Scheme. The BPAY Scheme is an electronic payments scheme through which you can ask us to make payments on your behalf to Billers using the Latitude Service Centre.
- 19.2 We will tell you if we are no longer a member of the BPAY scheme.
- 19.3 For the purposes of the BPAY scheme, we may also be a Biller.

### **How to use the BPAY Scheme**

- 19.4 When you tell us to make a BPAY Payment you must give us the following information through the Latitude Service Centre:
  - a) the amount of the BPAY Payment;
  - b) the date of the BPAY Payment;
  - c) the Biller Code;
  - d) the customer reference number applicable to that BPAY Payment.

We will then debit your account with the amount of that BPAY Payment.

- 19.5 You acknowledge that we are not obliged to effect a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.
- 19.6 In making a BPAY Payment, you must also comply with the terms and conditions applying to your Account, to the extent that those terms and conditions are not inconsistent with or expressly overridden by these terms and conditions.
- 19.7 When you use your Account to pay a bill through the BPAY Scheme, we will treat that payment as a regular purchase. However, if a Biller does not accept payment from credit cards or if we otherwise advise you that the payment will not be treated as a purchase, you may choose to make that payment by way of cash advance and the payment will be treated as a cash advance.
- 19.8 You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that Biller.

### **Transaction limits**

- 19.9 Billers and other institutions may also impose additional restrictions or transactions limits.
- 19.10 We may not process a BPAY Payment, including a future BPAY Payment, if the payment will result in your credit limit or, if relevant, your cash limit being exceeded.

### **BPAY Payments**

- 19.11 Except for future dated BPAY Payment instructions, we will not accept an order to stop a BPAY Payment once you have instructed us to make that BPAY Payment.

- 19.12 If you want to change your future dated BPAY Payment instruction, you must make the change no later than the Banking Business Day before your BPAY Payment is due to be made.
- 19.13 You should notify us immediately if you become aware that you may have made a mistake when making a BPAY Payment (except for an underpayment - for those errors see 19.17 below), or if you did not authorise a BPAY Payment that has been made from your account. Clauses 19.24 to 19.33 describes when and how we will arrange for such a BPAY Payment to be refunded to you.
- 19.14 Subject to the cut-off times set out in clause 19.20 Billers who participate in the BPAY Scheme have agreed that a BPAY Payment you make will be treated as received by the Biller to whom it is directed:
- a) on the date you make that BPAY payment, if you tell us to make the BPAY Payment before our payment cut-off time on a Banking Business Day; or
  - b) on the next Banking Business Day, if you tell us to make a BPAY Payment after our payment cut-off time on a Banking Business Day, or on a non-Banking Business Day.
- 19.15 A delay may occur in processing a BPAY Payment where:
- a) there is a public or bank holiday on the day after you tell us to make a BPAY Payment;
  - b) you tell us to make a BPAY Payment either on a day which is not a Banking Business Day or after the payment cut-off time on a Banking Business Day;
  - c) another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
  - d) a Biller fails to comply with its obligations under the BPAY Scheme.
- 19.16 While it is expected that any delay in processing under this agreement or for any reason set out in clause 19.15 will not continue for more than one Banking Business Day, any such delay may continue for a longer period.
- 19.17 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount you actually paid to a Biller and the amount you needed to pay.

#### **Suspension**

- 19.18 We may suspend your right to participate in BPAY Payments at any time in the circumstances set out in clause 19.19. Where possible we will give you advance notice of any suspension of your right to participate.
- 19.19 The circumstances in which we may suspend your right to participate in BPAY Payments are:
- a) if we suspect that you, or someone acting on your behalf, is being fraudulent;
  - b) if the service is being misused or used inappropriately by you or another person acting on your behalf;

- c) to prevent loss to you or us;
- d) if you are in default under your Account with us;
- e) your Account is closed;
- f) if we believe that your account or your right to access the service has been or is being used to further a crime.

#### **Cut-off times**

19.20 If you tell us to make a BPAY Payment before the time specified in this clause, it will in most cases be treated as having been made on the same day by the relevant Biller.

Cut-off times are:

- a) if on a Banking Business Day – 3:55pm (in Melbourne); and
- b) if on a non-Banking Business Day – 3:55pm (in Melbourne) on the previous Banking Business Day.

However, the BPAY Payment may take longer to be credited to a Biller if you tell us to make a BPAY Payment on a Saturday, Sunday or a public holiday or if another participant in the BPAY Scheme does not process a BPAY Payment as soon as they receive its details.

#### **When a Biller cannot process a BPAY Payment**

19.21 If we are advised that a Biller cannot process your BPAY Payment, we will:

- a) advise you of this;
- b) credit your Account with the amount of the BPAY payment; and
- c) take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.

#### **Consequential damage**

19.22 These clauses 19.22 and 19.23 do not apply to the extent they are inconsistent with or contrary to any applicable law or code of practice to which we have subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

19.23 We are not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

#### **Mistaken payments, unauthorised transactions and fraud**

19.24 We will attempt to make sure the participants in the BPAY Scheme, including those Billers to whom your BPAY Payments are to be made, process your BPAY Payments promptly.

- 19.25 You must check your Account records carefully and promptly report to us:
- a) as soon as you become aware of any delays or mistakes in processing your BPAY Payments (i.e. a mistaken payment);
  - b) if you did not authorise a BPAY Payment, that has been made from your Account (i.e. an unauthorised payment); or
  - c) if you think you have been fraudulently induced to make a BPAY Payment (i.e. a fraudulent payment).
- 19.26 We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in this section of clause 19. However, except as set out in clauses 17 19.22, 19.23, and this section of clause 19 (Mistaken payments, unauthorised transactions and fraud), we will not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.
- 19.27 The longer the delay between when you tell us of the error and the date of your BPAY Payment, the more difficult it may be to perform the error correction. For example, we or the Biller may not have sufficient records or information available to us to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the Biller to correct the error.
- 19.28 **(Mistaken payments)** If a BPAY Payment is made to a person or for an amount, which is not in accordance with your instructions (if any), and your Account was debited for the amount of that BPAY Payment, we will credit that amount to your Account. However, if you were responsible for a mistake resulting in that BPAY Payment and we cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of us attempting to do so, you must pay us that amount.
- 19.29 **(Unauthorised payments)** If a BPAY Payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment if:
- a) we cannot recover within 20 Banking Business Days of us attempting to do so that amount from the person who received it; and
  - b) you are liable for losses resulting from the unauthorised payment under clause 17.
- If under clause 17 you are liable for only part of the losses, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised payment.
- 19.30 **(Fraudulent payments)** If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment.

19.31 **(Resolution principles)**

- a) If a BPAY Payment you have made falls with the type described in clause 19.29 (Unauthorised payments) and also clauses 19.28 (Mistaken payments) or 19.30 (Fraudulent payments), then we will apply the principles stated in clause 19.29.
- b) If a BPAY Payment you have made falls within both the types described in clauses 19.28 (Mistaken Payments) and 19.30 (Fraudulent payments), then we will apply the principles stated in clause 19.30.

19.32 **(Indemnity)** You indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because you:

- a) did not observe any of your obligations under these Terms and Conditions; or
- b) acted negligently or fraudulently in connection with this agreement.

19.33 **(Biller consent)** If you tell us that a BPAY Payment made from your Account is unauthorised, you must first give us your written consent addressed to the Biller who received that BPAY Payment, consenting to us obtaining from the Biller information about your account with that Biller or the BPAY Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY Payment. If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.

**Additional Privacy Notice in relation to BPAY Schemes**

19.34 If you register for the Latitude Service Centre, you:

- a) agree to our disclosing to Billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) or any other participant in the BPAY Scheme and any agent appointed by any of them from time to time, including BPAY Group Limited, that provides the electronic systems needed to implement the BPAY Scheme:
  - (i) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY Scheme; and
  - (ii) such of your transactional information as is necessary to process your BPAY Payments. Your BPAY Payments information will be disclosed by BPAY Pty Ltd, through its agent, to the Biller's financial institution.

19.35 You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme referred to in clause 19.34, as necessary.

19.36 You can request access to your information held by BPAY Pty Ltd or its agent, BPAY Group Limited at their contact details listed in the clause 4 (Definitions), or by referring to the procedures set out in the privacy policy of the relevant entity.

19.37 Our privacy policy (see clause 15), along with the privacy policies of BPAY Pty Ltd and BPAY Group Limited, contain information about how you may complain about a breach of the *Privacy Act 1988* (Cth), and the process by which your complaint will be handled.

19.38 If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment.

## 20 Interpretation

### **Discretion**

20.1 If any clause of these Terms and Conditions contemplates that we would exercise a discretion to approve, agree to or consent to any matter, that provision shall be interpreted so as to require us to act reasonably in the exercise of our discretion and in accordance with our legitimate interests, unless otherwise stated.