

S K Y E

Conditions of Use
& Credit Guide

AUGUST 2019

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About this document

These Skye Conditions of Use and the Skye Product Schedule make up your contract with us. Please read them together carefully. Each of them on their own do not contain all the pre-contractual information we must give you, but together they do.

You can contact us in the following ways:

Call 1300 115 533 or +61 2 8905 2904 from overseas

Post Locked Bag 5005, Royal Exchange Sydney NSW 1225

Email customerservice@flexicards.com.au

Visit skyecard.com.au

Skye Conditions Of Use

YOUR SKYE ACCOUNT, TRANSACTIONS AND CREDIT LIMITS

1. Setting up and using your Skye Account

1.1. Your Skye Mastercard and additional cards

- a. Subject to clause 1.1(b), after you accept our offer to enter into a credit contract, a Skye Mastercard will be issued to you.
- b. In some circumstances, if you would like a Skye Mastercard to be issued to you, you will need to separately make a request to us in writing. We will tell you when you make your application if that applies to you. If it does, you may request a Skye Mastercard through Skye Self Service
- c. If you have a Skye Mastercard, you may ask us to issue a Skye Mastercard to another person aged 18 or over as an Additional Cardholder. If we agree, we will issue that person a Skye Mastercard and they will be able to operate your Skye Account. You will be responsible for their use of your Skye Account.
- d. If you are a single account holder, you can have up to 4 Additional Cardholders. If you are a joint account holder, you can have up to 3 Additional Cardholders.
- e. An Additional Cardholder can use the Skye Mastercard issued to them for Card Transactions on your Skye Account in the same manner that you can and can enter into Transactions to which Promotional Offers apply, except that an Additional Cardholder:
 - i. cannot ask us to increase the credit limit;
 - ii. cannot request to close the account;
 - iii. cannot request a replacement of the additional card following cancellation of that card by you;
 - iv. cannot nominate another person to be an Additional Cardholder; and
 - v. will not have access to Skye Self Service.
- f. You, and any Additional Cardholders, may need to activate the card and set a PIN for the card. You can do that over the phone or as advised by us from time to time.

- g. All Skye Mastercards remain our property.
- h. You can ask us to no longer allow an Additional Cardholder to operate your Skye Account by contacting us by using the details set out above. We will process your request and cancel the card issued to the Additional Cardholder as soon as reasonably practicable but it may take some time. You will continue to be responsible for Transactions made by the Additional Cardholder before the request is processed or where a Transaction does not require authorisation.

1.2. Using your Skye Account

- a. Your Skye Account may be used for:
 - i. Account Transactions; and
 - ii. Promotional Offers.
- b. If you have a Skye Mastercard, you will also be able to make Card Transactions on your Skye Account.
- c. However, your Skye Account may only be used for personal or household (and not for business or investment) purposes and must not be used to purchase goods or services that are prohibited by law in Australia and/or in the country in which the goods are being purchased.
- d. Ways to use your Skye Mastercard include:
 - i. paying at a merchant (including online); and
 - ii. getting a Cash Advance from an ATM.
- e. You are liable for all Transactions made, including any Transaction made by an Additional Cardholder, (subject to clause 10) and we will debit your Skye Account with the amount of each Transaction plus any interest, fees and other amounts specified in your contract. You owe us the amounts debited to your Skye Account and must repay amounts owed as set out in this contract.
- f. We may place a stop on your account or not process or delay a Transaction where we reasonably suspect fraudulent use or for security reasons.
- g. Some Transactions may require our approval before they can be completed or require you to first enter a secure code. If we do not approve or reasonably delay a Transaction, we will not be liable to you or any other person for any loss or damage that you or that other person may suffer as a result.

1.3. Transactions by Instalments

- a. In respect of any Account Transaction with a Retail Partner where you have authorised the amount of the Transaction to be financed by Instalments, you authorise us to debit your Skye Account with those Instalments at the times requested by the Retail Partner.
- b. If you have authorised the amount of a Transaction to be financed by Instalments, the unused portion of your credit limit will be reduced by the full amount of the Transaction at the time of authorisation (that is, the total amount of all Instalments) and the amount of credit available to you under this contract will be reduced accordingly.

1.4. Promotional Offers

We may from time to time have promotional offers pursuant to which we separately agree to apply special terms to individual Transactions, including:

- a. a Long Term Interest Free Period;
- b. a Deferred Payment Period or Payment Holiday; and
- c. a Low Start-Up Interest Rate Period.

1.5. Transactions in a foreign currency

- a. If you use your Skye Mastercard for a Card Transaction in a foreign currency, the amount of that transaction will be converted into Australian dollars by Mastercard International. Mastercard International will determine the exchange rate by selecting a wholesale market rate or applying any government mandated rate, in either case using the rate as at the date the day before Mastercard International processes the transaction.
- b. If the Schedule includes an International Transaction Fee, you may also be charged an International Transaction Fee for all transactions made in a foreign currency. The International Transaction Fee, if any, is payable to MasterCard International and we may also retain a part of that fee.

2. Credit Limits and transaction limits

2.1. Your credit limit

Your credit limit is the amount set out as the credit limit in the Schedule or such other amount as may be set from time to time in accordance with this contract. Your Skye Account (including any Skye Mastercard) can be used up to your credit limit. We may allow the credit limit to be temporarily exceeded or your limit may be exceeded if a Transaction does not need to be authorised. Your credit limit does not change if that happens.

2.2. Changes to your credit limit

- a. We will only increase your credit limit at your request or with your written consent.
- b. We can reduce your credit limit at any time, whether or not you are in default under this contract and without prior notice to you. We will give you notice as soon as practicable after deciding to reduce the credit limit, unless you are in default.

- c. You can reduce your credit limit at any time by calling us. You may also make a request through Skye Self Service to reduce your credit limit.
- d. However, we may, from time to time, set a minimum credit limit for all Skye Accounts. If you seek to reduce your credit limit below that minimum, we may decide not to provide you with further credit and cancel the Skye Mastercard – see clause 8.3.

2.3. Transaction limits

- a. We may also impose either a permanent or temporary maximum limit on the total amount of cash or value you can obtain with a Skye Mastercard (including a daily transaction limit). We may do so without telling you first where it is required for the security of a system or individual accounts, including the prevention of criminal activity or fraud.
- b. Third party organisations including merchants or other financial institutions may impose their own restrictions on the amount of cash or value that you can obtain with a Skye Mastercard.

INTEREST, FEES AND CHARGES

3. Fees and charges

3.1. Fees and charges

- a. The fees and charges that you must pay are set out in the Schedule. We can debit them to your Skye Account. Interest is payable on fees and charges. An Interest Free Period will apply to fees and charges debited to your Skye Account in a Statement Period. That Interest Free Period will commence on the day the fee or charge is debited to the Skye Account and will end 90 days after the end of the Statement Period in which it was debited to the Skye Account (or 90 days from the day it was debited, if it was debited on the day a Statement Period starts). Depending on what stage in the Statement Period the fee or charge is debited, the Interest Free Period may be up to 120 days.

If you pay all such fees and charges in full before the end of that period, you will not be charged interest on those charges. Otherwise, interest will be charged on the unpaid amount of each such fee and charge on and from the end of that period at the Skye Purchase Rate. We can change those fees and charges - see clause 6.

- b. In addition, if we incur or are liable for any government tax or other charge imposed by law in respect of this contract or the operation of the Skye Account, you must pay us an amount equal to the amount of the tax or charge we incur or for which we are liable.

4. Interest rates

The Schedule sets out the Annual Percentage Rates that apply to Transactions and other amounts debited to your Skye Account. These rates may change - see clause 6. You can find out our current rates by contacting us using the details at the front of this document.

4.1. Interest Free Period on purchases

- a. Interest will not be charged on a Transaction during the period for which the Transaction is subject to an Interest Free Period or as otherwise advertised by us.
- b. For a BPAY Payment and a Card Transaction (other than a Cash Advance or a Transaction that was or is the subject of a Promotional Offer), an Interest Free Period will apply to the relevant Transaction. That Interest Free Period will commence on the day the Transaction is debited to the Skye Account and will end 90 days after the end of the Statement Period in which it was debited to the Skye Account (or 90 days from the day it was debited, if it was debited on the day a Statement Period starts). Depending on what stage in the Statement Period the Transaction is debited, the Interest Free Period may be up to 120 days.

If you pay all such Transactions in full before the end of that period, you will not be charged interest on those Transactions. Otherwise, interest will be charged on the unpaid amount of each such Transaction on and from the end of that period at the Skye Purchase Rate or other rate as specified in the Schedule.

- c. An Interest Free Period may also apply to certain Promotional Offers in accordance with the terms of that offer.

4.2. How interest is calculated

We charge you, and you must pay, interest. Interest on your Skye Account is calculated daily in the following way:

- a. we determine the Unpaid Daily Balance of your Skye Account at the end of the day;
- b. we determine the applicable Daily Percentage Rate that applies to the balance of each Transaction or other amount making up the Unpaid Daily Balance; and
- c. we apply the applicable Daily Percentage Rate to the balance of each Transaction or other amount making up the Unpaid Daily Balance (unless an Interest Free Period applies to an amount on that day, in which case, we do not calculate interest on that amount for that day).

4.3. When interest is debited to your account

- a. Interest will be debited to your Skye Account monthly on the last day of a Statement Period during which interest is charged. That debit includes interest that has accrued but has not yet been debited to your Skye Account up to and including the day interest is debited.
- b. When you pay all the monies owing under this contract, interest that has accrued up to (but not including) the date of final payment that has not been debited to your Skye Account will be debited to your Skye Account at that time and will be payable by you as part of your final payment.

REPAYMENTS, CHANGES, ADJUSTMENTS AND DEFAULT

5. Repayments

5.1. Statements

We will send you an account statement for your Skye Account each month. However, we will not send you a statement for a month if we are not required by law to do so. Each statement will tell you the Statement Period it covers and your repayment obligations.

5.2. Minimum repayments

- a. You must pay the minimum repayment as shown on your Skye Account statement by the due date shown on that statement. The minimum repayment for each month, calculated at the end of the Statement Period, is described in the Schedule. We can change the minimum repayment - see clause 6.
- b. You can pay more than the minimum repayment if you want.
- c. You must also immediately pay the amount by which the Unpaid Balance exceeds your credit limit and any overdue amounts (including any unpaid part of a minimum repayment due in a previous month).

5.3. How you can make repayments

- a. You may make repayments to us in the manner we specify from time to time. However, you cannot make repayments by cash or cheque.
- b. Certain repayment methods and late payments may attract a fee. Please refer to the Schedule for details.

5.4. Processing of payments

- a. We will process payments you make as soon as practicable after receipt.
- b. If a payment is subsequently dishonoured, we will debit your Skye Account by the value of the dishonour and treat the amount as a Cash Advance on and from the date that the payment was dishonoured. Payment dishonours may attract a fee. Please refer to the Schedule for details.

5.5. How we apply your payments

- a. Unless we agree otherwise in accordance with the law, subject to (b) below, payments made to your Skye Account are applied to parts of the closing balance shown in your last account statement that remains owing that attract the highest interest rate, next to parts of that balance that attract the next highest rate of interest and so on.
- b. If the same interest rate applies to parts of that closing balance, we will apply the payments to that balance that remains owing, with payments being applied to the oldest transaction first and so on.
- c. If a Promotional Offer with the same interest rate applies to Transactions, we will apply payments to the Promotional Offer that is due to expire first. Otherwise, we will apply any remaining payment to pay off amounts that have not yet appeared in a statement of account.

6. Changes and Adjustments to your contract

6.1. Changes we can make

We may change this contract at any time without your

consent, including:

- a. changing the annual percentage rates;
- b. changing the amount, frequency, time for payment or method of calculating any repayments;
- c. changing the amount, frequency, time for payment of any, or impose a new, fee or charge;
- d. reducing (but not increasing) the credit limit;
- e. changing the method of calculating or debiting interest; and
- f. changing any Interest Free Period, Deferred Payment Period and/or Payment Holiday.

6.2. We may do so for one or more of the following reasons:

- a. to comply with any change or anticipated change in any relevant law, code of practice, guidance or general Industry practice;
- b. to reflect any decision of a court, ombudsman or regulator;
- c. to reflect a change in our systems or procedures, including for security reasons;
- d. as a result of changed circumstances (including by adding benefits or new features);
- e. to respond proportionately to changes in the cost of providing credit (including by changing interest rates); or
- f. to make them clearer.

6.3. How we'll notify you

CHANGES	WE'LL NOTIFY YOU BY...
Annual percentage rate increases	writing to you or by newspaper advertisement no later than the day on which the increase is to take effect
Changes to repayments which do not reduce your obligations or extend the time for payment	notice by writing to you at least 20 days before we make the change
Changes in fees and charge (including introducing new fees and charges) which do not reduce your obligations or extend the time for payment	at least 20 days' notice in writing to you to or by newspaper advertisement
Reduction in the credit limit	written notice as soon as practicable after we decide to reduce the credit limit (except where you are in default under this contract)
Increase to your liability for losses relating to EFT Transactions; or	
Adding, removing or adjusting daily or other periodic transaction limits applying to the use of a Skye Mastercard, PIN, your Skye Account or Electronic Equipment	at least 20 days' notice in writing (or such longer period required by law)
Other changes which do not reduce your obligations or extend time for payment	at least 20 days' notice in writing

If we make any change which reduces your obligations or extends the time for payment, (other than a rate decrease), we will only provide you with particulars of any such change when your next Skye Account statement is sent after the changes takes effect.

6.4. Changes for security reasons

Unless the law requires us to, we are not obliged to give you advance notice if a change is necessary for the security of a system or individual accounts including the prevention of criminal activity or fraud.

6.5. We may adjust your Skye Account balance

We may adjust the balance in your Skye Account to take account of any processing error or because of the dishonouring of a repayment. We may also adjust the balance of your Skye Account so as to accurately reflect the legal obligations between you and us.

7. Things you must not do

7.1. Default

You'll be in default under this contract if you:

- a. fail to pay us on time (including as a result of any payment being dishonoured); or
- b. fail to comply with any condition of this contract; or
- c. make any material false or misleading representation to us.

7.2. Action on default

- a. If you're in default under this contract, we may send you a written notice specifying the things we require you to do to correct that default.
- b. If you don't do the things specified in the notice within 30 days all monies you owe to us, including any enforcement expenses, will become immediately due and payable to us. You will be deemed to have failed to remedy the default specified in the notice if, at the end of the time allowed by the notice, you have remedied that default but have committed another default of the same type.
- c. We need not give you notice if we are unable to locate you after making reasonable attempts to do so, if we are authorised by a court to begin enforcement proceedings, or if we reasonably believe you fraudulently induced us to enter into this contract. In that event all monies you owe us will become immediately due and payable.
- d. The monies you owe to us will include the Unpaid Balance and any accrued Interest, any fees and charges or other amount due and owing but not debited to the Skye Account and any reasonable enforcement expenses. In addition, we may cancel any Skye Mastercards, close your Skye Account and exercise our other rights under this contract and any right available to us under law..

7.3. Enforcement expenses

Enforcement expenses may become payable under this contract in the event of a breach. You must pay any reasonable expenses we reasonably incur in enforcing our rights after you are in breach of this contract. We may debit them to your Skye Account. They are immediately due for payment once debited or on demand (whichever is earlier).

GENERAL CONDITIONS

8. Closing your Skye Account

8.1. How you can close your account

You may close your Skye Account by:

- a. giving us notice in writing or by calling us. You can also make a request to close your Skye Account using Skye Self Service; and
- b. paying the Unpaid Balance and any accrued Interest, any fees and charges or other amount due and owing but not debited to the Skye Account and any reasonable enforcement expenses.

8.2. When we may close your account

We may close your Skye Account if it has a credit balance by giving you reasonable notice and paying you the amount of the credit balance.

8.3. When we may not provide you further credit or cancel your card

If we consider that there has been a suspected fraudulent use, or non-compliance with these Conditions of Use, or a security issue has arisen which requires further investigation, or due to financial difficulty, you ask us to

reduce the credit limit below the minimum allowed for a Skye Account, to protect our business interests or due to changes to our business, we may decide without prior notice and whether or not you are in default:

- a. not to provide you with further credit;
- b. to cancel any Skye Mastercards issued to you or an Additional Cardholder; and/or
- c. close your Skye Account

If we do so, we will give you written notice as soon as practicable after we make that decision (except where you are in default).

8.4. What you must do if we decide not to provide you with further credit or close your account

If we decide not to provide you with any further credit (and whether or not we have cancelled any Skye Mastercard issued to you or an Additional Cardholder) or your Skye Account is closed:

- a. you or an Additional Cardholder must not undertake any Transactions;
- b. no further credit will be provided under this contract but your obligations under this contract will continue until you pay us the total amount you owe us (including the Unpaid Balance and any interest charges, fees and charges and other amounts that you become liable to pay under this contract and which are not yet debited to your Skye Account);
- c. you must pay the minimum payments due each month and Skye Account statements will continue to be issued in accordance with clause 5.1 until the outstanding balance on your Skye Account has been reduced to nil; and
- d. you must ensure that the use of all Skye Mastercards ceases immediately upon notice of that event and must return to us all Skye Mastercards (cut in half), or satisfy us that all Skye Mastercards have been destroyed.

8.5. Use after cancellation or expiry

You must ensure that a Skye Mastercard is not used:

- a. before the valid date or after the expiry date shown on the face of the Skye Mastercard; or
- b. after the Skye Mastercard has been cancelled.

You will continue to be liable for any indebtedness incurred through such use whether or not you have closed your Skye Account. You must destroy Skye Mastercards immediately when they are expired or cancelled or when your Skye Account is closed.

9. Protecting your Skye Mastercard and PIN

You must follow the steps in the box below to help protect against unauthorised use of the Skye Mastercard and your PIN. You must also ensure that any Additional Cardholders follow the steps below because as you are responsible for their use.

Guidelines for Ensuring the Security of the Skye Mastercard and PIN

- a. Sign the Skye Mastercard as soon as you receive it;
- b. Keep the Skye Mastercard in a safe place;
- c. If you change the PIN, you must not select a PIN that can easily be guessed such as one that represents your birth date or a recognisable part of your name;
- d. Never write the PIN on the Skye Mastercard;
- e. Never write the PIN on anything which is kept with or near the Skye Mastercard;
- f. Never lend the Skye Mastercard to anybody;
- g. Never tell or show the PIN to another person;
- h. Use care to prevent anyone seeing the Skye Mastercard number and PIN being entered at Electronic Equipment;
- i. Immediately report the loss, theft or unauthorised use of the Skye Mastercard to us as set out in clause 11.
- j. Keep a record of the Skye Mastercard number with your usual list of emergency telephone numbers;
- k. Examine your periodical statement immediately upon receiving it to identify and report to us, as soon as possible, any instances where the Skye Mastercard has been Used without your authority; and
- l. Immediately notify us of any change of address.

10. Your liability if the Skye Mastercard is lost, stolen or used without authorisation

10.1. When you are not liable

You are not liable for losses caused by unauthorised EFT Transactions if:

- a. it is clear that you and any Additional Cardholders have not contributed to the loss;
- b. the losses are caused by the fraudulent or negligent conduct of employees or agents of:
 - i. us;
 - ii. any organisation involved in the provision of the EFT System; or
 - iii. any merchant;
- c. the losses are caused by a forged, faulty, expired or cancelled Skye Mastercard or PIN;
- d. the losses are caused by the same transaction being incorrectly debited more than once to your account;
- e. the losses exceed the amount of your liability that you would have to us had we exercised our rights (if any) under the Mastercard International Rules and Regulations against other parties to those rules and regulations; or
- f. the losses result from unauthorised use of the Skye

Mastercard or PIN:

- i. in relation to an EFT Transaction which does not require a PIN authorisation, before receipt of the Skye Mastercard;
- ii. in relation to an EFT Transaction which requires PIN authorisation before receipt of the PIN; or
- iii. in either case, after notification to us in accordance with clause 11 that the Skye Mastercard is being used without authority, that it has been lost or stolen, or that PIN security has been breached.

10.2. When you are liable

You will be liable for any loss of funds arising from any unauthorised EFT Transaction using the Skye Mastercard or PIN if the loss occurs before notification to us that the Skye Mastercard has been misused, lost or stolen or the PIN has become known to someone else and if it is proved, on the balance of probabilities, that you or an Additional Cardholder contributed to the loss through:

- a. fraud, failure to look after and keep the PIN secure or extreme carelessness in falling to protect the security of the PIN; or
- b. unreasonably delaying notification to us of the misuse, loss or theft of the Skye Mastercard or of the PIN becoming known to someone else, but only if the loss occurs between the time you or an Additional Cardholder

did, or reasonably should have, become aware of these matters and the time of notification to us.

10.3. However, you will not be liable for:

- a. the portion of the loss that exceeds any applicable daily or periodic transaction limits on your Skye Account;
- b. the portion of the loss on the Skye Account which exceeds the credit limit of the Skye Account; or
- c. any losses incurred on any account which you had not agreed with us could be accessed using the Skye Mastercard and PIN.

You are also liable for losses arising from unauthorised transactions that occur because you or an Additional Cardholder left a Skye Mastercard in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a card being left in the ATM.

10.4. Limits on your liability

Where a PIN was required to perform the unauthorised EFT Transaction and clause 10.2 does not apply, your liability for any loss of funds arising from an unauthorised EFT Transaction using the Skye Mastercard, if the loss occurs before notification to the us that the Skye Mastercard has been misused, lost or stolen or the PIN has become known to someone else, is the lesser of:

- a. \$150;
- b. the actual loss at the time of notification to us of the misuse, loss or theft of the Skye Mastercard, or of the PIN becoming known to someone else (except that portion of the loss that exceeds any daily or periodic transaction limits applicable to the use of your Skye Mastercard or your Skye Account); or
- c. the credit limit of your Skye Account.

If, in cases involving Card Transactions other than EFT Transactions, the Skye Mastercard or PIN are used without authority, you are liable for that use before notification to us of the unauthorised use, up to your applicable daily or other periodic transaction limit.

11. How to report loss, theft or unauthorised use of the Skye Mastercard

11.1. Contacting us

- a. If you or any Additional Cardholder believe the Skye Mastercard has been or may be Used without authorisation, is lost or stolen or the PIN has become known to someone else, you or any Additional Cardholder must immediately contact us by calling the phone number at the front of this contract. Unauthorised use of your Skye Mastercard or the Skye Mastercard of any Additional Cardholder may result in a loss to you.
- b. We will acknowledge the notification by giving you a reference number. You or the Additional Cardholder should retain this number as evidence of the date and time of contacting us. We will need to ask you questions to obtain as much information as possible. You may be required to provide us with a written report.

11.2. If our contact details are not operating

If our contact details are not operating at the time notification is attempted, the loss, theft or unauthorised use must be reported to us as soon as possible. You will not be liable for any losses arising because our contact details are not operating at the time of attempted notification, provided that the loss, theft or unauthorised use is reported to us as soon as possible.

12. Steps you must take to resolve errors or disputed transactions

12.1. Notify us as soon as possible and provide information

- a. If you believe a Transaction is wrong or unauthorised or your periodical statement contains any instances of unauthorised use or errors or have a complaint, immediately notify us by calling us on the phone number at the front of this contract as soon as you can.
- b. You must give us information we request from you to carry out an investigation.

12.2. Our investigation

We will investigate the matter and if we are unable to settle it immediately to your, and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

12.3. Within 21 days of receipt from you of the details of your matter we will:

- a. complete our investigation and advise you in writing of the results of our investigation; or
- b. advise you in writing that we require further time to complete our investigation.

We will complete the investigation within 45 days of receiving your complaint, unless there are exceptional circumstances.

However, if we decide to resolve the matter by exercising our rights under the rules of the Mastercard scheme, the timeframe under those rules will apply instead.

12.4. Chargebacks

The rules applicable to the Mastercard scheme set out particular circumstances and timeframes in which a member of the scheme can claim a refund (as a 'chargeback') in connection with a disputed transaction on behalf of a cardholder. Because the right to claim a chargeback is subject to time limits and other limitations in the Mastercard rules, you must notify us of a disputed transaction as soon as you can. If you do not, the right to claim a chargeback on your behalf in respect of that transaction may be lost.

13. Other conditions

13.1. Joint and several liability

If you are a joint account holder with one or more people, your obligations are joint and several. Any joint account holder can operate the Skye Account without the agreement

of the other account holder(s) and each of you is liable for payment of any amount due under the Skye Account.

13.2. Change of circumstances and address

- a. You must tell us promptly if you change your residential or postal address, email address or mobile phone number. You can do this by calling us. We will not be responsible for any errors or losses associated with a change in your particulars if we do not receive notice or adequate notice of the change.
- b. You must also tell us if you think there is any information that we should be aware of about your ability to comply with this contract.

13.3. Notices

To the extent permitted by law, any notice or document given by us under this contract or required by law or industry code or guideline may be given in writing (including electronically), can be signed by any of our officers, and can be delivered personally, by pre-paid mail to the address you have nominated for delivery of notices and documents, or by email to your nominated email address, or if no such address has been nominated by you, your address as last known to us or in any other way permitted by law. Any such notice or document shall be deemed to have been received by you when it would have been delivered in the ordinary course of post or, if delivered by email, at the time it becomes capable of being retrieved by you at your email address.

13.4. Assignment

- a. This contract cannot be assigned by you without our prior written consent.
- b. We may deal with, assign or transfer to any person or company any of our rights and interests under this contract. This will not affect your rights or obligations under the contract.
- c. You consent to us disclosing on a continuous basis any information or documents relating to you we consider necessary to assign such rights, manage the assigned contract and assess your total liabilities to us and any related entity.

13.5. National Credit Code and other laws

To the extent that any provisions or parts of this contract are inconsistent with the National Credit Code set out at Schedule 1 to the National Consumer Credit Protection Act or other laws, they will be deleted so that the rest of the contract shall remain valid and enforceable.

13.6. Our rights

If we decide not to exercise a right, remedy or power, this does not mean it cannot be exercised later. In addition, we are not liable for any loss caused by exercising or attempting to exercise a right, remedy or power or by not exercising it.

13.7. Credit balance

Your Skye Account cannot have a credit balance. If you

overpay an amount due to us resulting in your Skye Account having a credit balance, we will not pay interest on that credit balance and will return that credit balance to you promptly once you tell us the account details to return the funds.

13.8. Malfunctions

- a. You will not be responsible for any loss you suffer because an EFT Terminal accepted an instruction but failed to complete the transaction by
- b. If an EFT Terminal malfunctions and you should have been aware that the EFT Terminal was unavailable for use or malfunctioning, we will only be responsible for correcting errors in your Skye Account and refunding to you any charges or fees imposed on you as a result.

13.9. Evidence

You agree that any statement (including, but not limited to, a statement of account or a default notice) that has been prepared by us or on our behalf acting reasonably, and given to you, is admissible evidence of that fact or matter in the statement and that, unless contrary evidence is established, it is conclusive evidence.

13.10. Enquiries

If you would like any further information about your contract please contact us using the details on the front of this document.

14. Meaning of words

In these Conditions of Use and the Schedule:

Account Transaction means any transaction relating to your Skye Account not being a Promotional Offer or involving the use of a Skye Mastercard. It includes a BPAY Payment, a Balance Transfer Transaction and any transaction with a Retail Partner where you request and we agree that the amount of the transaction is to be financed by agreed instalments or progress payments.

Additional Cardholder means the person who is issued at your request with a Skye Mastercard to operate your Skye Account.

Annual Percentage Rate means, in relation to a Transaction or amount at any time, the applicable annual percentage rate to be applied to the balance of the Transaction or amount making up the Unpaid Daily Balance which may be:

- the Skye Purchase Rate;
- the Cash Advance Rate;
- the Expired Promotional Rate; or
- an applicable Promotional Rate;

in each case as specified in the Schedule.

Balance Transfer Transaction means the transfer of the total debit balance of either of the following to the Skye Account:

- an account you have with us; or
- an account you have with another Australian financial

institution or credit card issuer.

We may approve a request by you to make such a transfer in accordance with the terms of any offer we may make from time to time.

BPAY^{®1} means the electronic payment scheme called BPAY operated in co-operation between Australian financial institutions, which enables you to effect bill payments to billers who participate in BPAY.

BPAY Payment means a payment transacted using BPAY through Skye Self Service and in accordance with our Skye Self Service Terms of Use.

Business Day means a day that is not a Saturday, Sunday or a public holiday or bank holiday in New South Wales.

Card Details means the information provided on the Skye Mastercard and includes the card number and expiry date.

Card Transaction means any transaction involving the use of the Skye Mastercard (including any Card Details) to access the Skye Account, including an EFT Transaction and a Cash Advance.

Cash Advance means a transaction where cash or its equivalent is obtained and includes:

- cash withdrawals; and
- transactions (including EFT Transactions) for items which we consider are equivalent to cash (e.g. gambling) or items which we are told by merchants are for such items equivalent to cash.

Cash Advance Rate means the reference rate specified as the Cash Advance Rate in the Schedule.

Daily Percentage Rate means, in relation to a particular amount and day, the applicable Annual Percentage Rate on that day divided by 365.

Deferred Payment Period or **Payment Holiday** means a period:

- specified by us or a Retail Partner as being a Deferred Payment Period or Payment Holiday (if any) applying to an individual Transaction; and
- commencing from the date of the Transaction during which we will not require repayment of the amount (or any part of the amount), although you will still owe us the amount. After the expiry of the specified period, you will be required to make repayments in respect of the Transaction and interest will be charged at the Expired Promotional Rate.

EFT System means the shared system under which EFT Transactions are processed.

EFT Terminal means the electronic equipment, electronic system, communications system or software controlled or provided by or on behalf of us or any third party that may be used in conjunction with a Skye Mastercard and PIN to conduct an EFT Transaction and includes, but is not limited to an automatic teller machine (ATM) or electronic funds transfer point of sale (EFTPOS) terminal.

EFT Transaction means a transaction instructed by you through Electronic Equipment using a Skye Mastercard and PIN or Card Details but not requiring a manual signature,

including a transaction at an ATM or EFT Terminal and a BPAY Payment.

Electronic Equipment means an EFT Terminal and other equipment including a computer, television and telephone.

Eligible Unpaid Balance means, on a particular day, the Unpaid Daily Balance less:

- the amount of any unpaid BPAY Payment or unpaid Card Transaction (excluding a Cash Advance or a Transaction that was or is the subject of a Promotional Offer) which, on that particular day, is the subject of an Interest Free Period under clause 4.1(b);
- the amount of any unpaid fee or charge under this contract which, on that particular day, is the subject of an Interest Free Period under clause 3.1(a);
- any Transaction (to the extent it is unpaid) in a current Deferred Payment Period; and
- any Transaction the subject of an Instalment Repayment to the extent it has not been repaid.

Expired Promotional Rate means, in relation to a Transaction, the reference rate specified in the Schedule as the Expired Promotional Rate.

includes and including is not a word of limitation.

Instalment means, in relation to an Account Transaction with a Retail Partner where you request and we agree that the amount of the Transaction be financed by agreed instalments or progress payments, the amount of such a specified instalment or progress payment.

Instalment Repayment means a repayment payable under a repayment plan relating to a Transaction or this contract that we agree with you. A **SkyePlan** is a type of a repayment plan that is available when you have a Skye Mastercard.

Interest Free Period means, in relation to a Transaction or fee, a period during which we have agreed we will not charge interest on the amount of that Transaction and includes any Long Term Interest Free Period, Deferred Payment Period or other interest free period referred to in clause 4.1.(b) or 3.1(a).

Long Term Interest Free Period means a period:

- specified by us or a Retail Partner as being a Long Term Interest Free Period (if any) applying to an individual Transaction; and
- commencing from the date of the Transaction during which we will not charge interest on the amount of that Transaction. After the expiry of the specified period, interest will be charged at the Expired Promotional Rate.

Low Start-Up Interest Rate Period means a period:

- specified by us or a Retail Partner as being a Low Start-Up Interest Rate Period (if any) applying to an individual Transaction; and
- commencing from the date of the Transaction during which we will charge interest on the amount of that Transaction at the specified Promotional Rate for that Transaction. After the expiry of the specified period, interest will be charged at the Expired Promotional Rate.

PIN means the personal identification number issued to

¹ Registered to BPAY PTY LTD ABN 69 079 137 518.

you or an Additional Cardholder by us for use with a Skye Mastercard or in conjunction with a Promotional Offer, which may be changed by you or the Additional Cardholder from time to time.

Promotional Offers has the meaning set out in clause 1.4.

Promotional Rate means, in relation to a Transaction, the rate specified in a Promotional Offer as the Promotional Rate applying to that transaction.

Retail Partner means a retailer, or any other provider of goods or services, approved by us.

Schedule means the Skye Product Schedule provided to you in respect of the Skye Account as varied from time to time.

Skye Account means the account we set up to record transactions under this contract.

Skye Mastercard means a Mastercard credit card issued by us to you and, if applicable, an Additional Cardholder for use on your Skye Account from time to time.

SkyePlan means a repayment plan we agree in writing with you and known as SkyePlan in respect of the repayment of an eligible Card Transaction.

Skye Purchase Rate means the reference rate specified in the Schedule as the Skye Purchase Rate.

Skye Self Service means our online self-service portal where you can manage your Skye Account.

Statement Period means the period of time to which a monthly account statement for Skye Account relates or if no statement was issued in a month, the monthly period to which a statement would have related, had it been issued.

Transaction means any Card Transaction, Account Transaction or Promotional Offer.

Unpaid Balance means the difference between all amounts credited and all amounts debited the Skye Account at that time.

Unpaid Daily Balance for a day means the Unpaid Balance at the end of that day.

use of your Skye Mastercard includes use of the Skye Mastercard or the Card Details.

we, us or **our** means FlexiCards Australia Pty Ltd (ABN 31 099 651 877), Australian Credit Licence number 247415, the credit provider under this contract, and includes its successors and assigns.

you means the borrower(s) named in the Schedule and **your** has a corresponding meaning. If there is more than one borrower named in the Schedule, you means each borrower separately and all borrowers jointly.

Unless otherwise required by the context, a singular word includes the plural and vice versa.

The Schedule prevails to the extent of any inconsistency between it and these Conditions of Use.

Information Statement

Things you should know about your proposed Credit Contract

This statement tells you about some of the rights and obligations of yourself and your credit provider. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact the credit provider and, if you still have concerns, the AFCA scheme, or get legal advice.

The Contract

1. How can I get details of my proposed credit contract?

Your credit provider must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before:

- your contract is entered into; or
 - you make an offer to enter into the contract;
- whichever happens first.

2. How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to your credit provider, you must be given a copy to keep. Also, the credit provider must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply if the credit provider has previously given you a copy of the contract document to keep.

If you want another copy of your contract write to your credit provider and ask for one. Your credit provider may charge you a fee. Your credit provider has to give you a copy:

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

3. Can I terminate the contract?

Yes. You can terminate the contract by writing to the credit provider so long as:

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

4. Can I pay my credit contract out early?

Yes. Pay your credit provider the amount required to pay out your credit contract on the day you wish to end your contract.

5. How can I find out the pay out figure?

You can write to your credit provider at any time and ask for a statement of the pay out figure as at any date you specify.

You can also ask for details of how the amount is made up.

Your credit provider must give you the statement within 7 days after you give your request to the credit provider. You may be charged a fee for the statement.

6. Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits your credit provider to charge one) and other fees.

7. Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

8. Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example-

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for-
 - a change in the way in which interest is calculated; or
 - a change in credit fees and charges; or
 - any other changes by your credit provider;

except where the change reduces what you have to pay or the change happens automatically under the contract.

9. Is there anything I can do if I think that my contract is unjust?

Yes. You should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints. The AFCA scheme can be contacted on 1800 931 678, at www.afca.org.au or by writing to the Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid. You can also contact ASIC, the regulator, for information on 1300 300 630 or through ASIC's website at www.asic.gov.au.

Insurance

10. Do I have to take out insurance?

Your credit provider can insist you take out or pay the cost of types of insurance specifically allowed by law. These are compulsory third party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage. Otherwise, you can decide if you want to take out insurance or not. If you take out insurance, the credit provider cannot insist that you use any particular insurance company.

11. Will I get details of my insurance cover?

Yes, if you have taken out insurance over mortgaged property or consumer credit insurance and the premium is financed by your credit provider. In that case the insurer must give you a copy of the policy within 14 days after the insurer has accepted the insurance proposal.

Also, if you acquire an interest in any such insurance policy which is taken out by your credit provider then, within 14 days of that happening, your credit provider must ensure you have a written notice of the particulars of that insurance.

You can always ask the insurer for details of your insurance contract. If you ask in writing, your insurer must give you a statement containing all the provisions of the contract.

12. If the insurer does not accept my proposal, will I be told?

Yes, if the insurance was to be financed by the credit contract. The insurer will inform you if the proposal is rejected.

13. In that case, what happens to the premiums?

Your credit provider must give you a refund or credit unless the insurance is to be arranged with another insurer.

14. What happens if my credit contract ends before any insurance contract over mortgaged property?

You can end the insurance contract and get a proportionate rebate of any premium from the insurer.

General**15. What do I do if I cannot make a repayment?**

Get in touch with your credit provider immediately. Discuss the matter and see if you can come to some arrangement. You can ask your credit provider to change your contract in a number of ways-

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time, or
- to delay payments for a set time.

16. What if my credit provider and I cannot agree on a suitable arrangement?

If the credit provider refuses your request to change the repayments, you can ask the credit provider to review this decision if you think it is wrong.

If the credit provider still refuses your request you can complain to the AFCA scheme. Further details about this scheme are set out below in question 18.

17. Can my credit provider take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

18. Do I have any other rights and obligations?

Yes. The law will give you other rights and obligations You should also **READ YOUR CONTRACT** carefully.

IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT YOUR CREDIT PROVIDER. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH YOUR CREDIT PROVIDER BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO YOUR CREDIT PROVIDER YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.

THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED ON 1800 931 678, AT WWW.AFCA.ORG.AU OR BY WRITING TO AUSTRALIAN FINANCIAL COMPLAINTS AUTHORITY, GPO BOX 3, MELBOURNE VIC 3001.

PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.

Credit Guide

Responsible Lending

FlexiCards Australia Pty Ltd ABN 31 099 651 877
Australian credit licence number 247415, as a responsible lender, is committed to providing its products and services responsibly.

Under the *National Consumer Credit Protection Act 2009* (Cth), we have the following obligations:

1. Making inquiries and conducting suitability assessments

Prior to entering a credit contract (or increasing the credit limit), we are required by law to:

- make reasonable inquiries about your requirements and objectives in relation to the credit contract (or the credit limit increase), the maximum credit limit you require and your financial situation
- take reasonable steps to verify your financial situation, and
- make an assessment on whether the credit contract (or credit limit increase) is unsuitable for you.

The credit contract (or credit limit increase) must be assessed as unsuitable for you if, at the time of the assessment, it is likely that:

- it will not meet your requirements or objectives;
- you will not be able to comply with the resulting financial obligations under the contract; or
- you would only be able to comply with the resulting financial obligations with substantial hardship under the contract.

We are prohibited by law from entering into a credit contract (or providing a credit limit increase) which is unsuitable for you. It is therefore important that all information you provide is complete and accurate.

2. Giving a copy of the assessment

If you request a copy of the assessment before we enter into the credit contract or increase the credit limit, we will not enter into the contract or increase your credit limit until we have given you a copy of the assessment.

You may also request a copy of the assessment within 7 years of the date we enter into the contract or increase your credit limit. If you do, we will give you a written copy of that assessment without charge:

- within 7 business days, if the copy is requested within 2 years of the day on which the credit contract is made (or the credit limit is increased); or
- within 21 business days, if the copy is requested more than 2 years, but within 7 years, of the day on which the credit contract is made (or the credit limit increased).

Dispute Resolution

At FlexiCards Australia Pty Ltd we are committed to providing quality services and high customer satisfaction. We appreciate any feedback you may have. If you do have

a complaint, you can lodge it by contacting us. A complaint will be reviewed internally through our Internal Dispute Resolution service.

You can contact the team via:

Email: CustomerRelations.Complaints@flexigroup.com.au

Telephone: 1300 858 608 between 9:00am - 5:00pm (EST) weekdays; or

Fax: (02) 8905 1821

If you are not satisfied with the outcome, you have the right to take your complaint to the Australian Financial Complaints Authority an independent resolution body.

You may contact the Australian Financial Complaints Authority by the following means:

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

Telephone: 1800 931 678

Website: www.afca.org

You should contact us if you are experiencing financial difficulty in meeting your payment obligations.

Customer Service

Call 1300 115 533

Overseas +61 2 8905 2904

Visit [skyecard.com.au](https://www.skyecard.com.au)