

indue

Cashless  
Debit Card  
Account  
Conditions  
of Use



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## SUMMARY OF IMPORTANT INFORMATION

### CONTACT DETAILS

If you need help with any of the services described in these Conditions of Use, you may contact us by:

- Calling our Customer Service Centre on 1800 710 265 between the hours of 8.00am to 8.00pm Monday to Friday and 8.00am to 1.00pm Saturday AEST (Queensland time);
- Emailing us at [dct@indue.com.au](mailto:dct@indue.com.au); or
- Writing to us at Indue Customer Service Centre, PO Box 523, Toowong, Qld 4066.

**If your Visa Card is lost or stolen you need to report this to us by calling the Customer Service Centre on 1800 710 265 (24 hours a day, 7 days a week) or if you are overseas, on +617 3335 4193, or alternatively by logging into your Online Account Portal at [cdc.indue.com.au](http://cdc.indue.com.au) and following the prompts to block your Visa Card.**

#### **How to access your Online Account Portal:**

On the internet, go to [cdc.indue.com.au](http://cdc.indue.com.au). You may also log into the Online Account Portal via the Indue DCT App (available from Google Play for Android devices or the Apple App Store for Apple devices). Your Online Account Portal contains details about your Account, including the amount of money you have available in your Account and what payments have been made in and out of your Account. Please see Part I (page 64) of these Conditions of Use for details about the Online Account Portal and how to log in.

**In addition to the above contact details, we may publicise times when we will have staff and representatives available in certain locations to provide assistance to customers who are participating in the Cashless Debit Card Program.**

## **CASHLESS DEBIT CARD ACCOUNT**

Your Account and your Visa Card are issued by Indue in connection with the Cashless Debit Card Program, an initiative of the Commonwealth Government. As part of the Cashless Debit Card Program, the use of your Account and Visa Card has been restricted to prevent you from using your Account or Visa Card to access cash or purchase alcohol and gambling products and services. To find out further information about the Cashless Debit Card Program, please visit the website [www.dss.gov.au/cashlessdebitcard](http://www.dss.gov.au/cashlessdebitcard), call 1800 252 604, or email [cashlessdebitcard@dss.gov.au](mailto:cashlessdebitcard@dss.gov.au).

We may share personal information we have collected about you or which relates to the use of your Account and/or Visa Card (including your name, address, date of birth, contact details, transaction history and communications with Indue about your Account) to the Commonwealth of Australia which may use this information at its discretion to ensure restrictions are being applied effectively and to evaluate the Cashless Debit Card Program. The Commonwealth may provide de-identified summary data to a third party evaluator as part of this process. Further information about the type of personal information we collect, why we collect it and who we share it with is set out at Part J.

## ACCOUNT RESTRICTIONS

You cannot withdraw cash from your Account. This means that you cannot use your Visa Card to withdraw cash from any ATMs or via “cash out” using any point-of-sale terminal devices.

You also cannot use money in your Account (including through the use of your Visa Card) to:

- **purchase Restricted Goods, which include alcohol and gambling products and services;**
- **make a payment to a Blocked Merchant or Blocked BPAY Biller**, which are generally businesses that sell alcohol or gambling products or services. Further information about Blocked Merchants and Blocked BPAY Billers is set out in sections 23 and 37 of these Conditions of Use;

Your Account also has some restrictions on who you can transfer funds to as well as the amount of funds that can be transferred over a set period of time. Further information on these restrictions is set out in section 17 of these Conditions of Use.

Indue will maintain the following lists online at [cdc.indue.com.au](http://cdc.indue.com.au):

- **Blocked Merchants List** – this list sets out those businesses or categories of businesses (such as bottle shops) where you will not be able to purchase goods or services either using your Visa Card or by making a payment from your Account.
- **Internet Transfer Funds Restriction List** – this list sets out the current limits and restrictions that are imposed on your Account in relation to you transferring funds from your Account.
- **Participating Mixed Merchant List** – this list sets out merchants who sell both Restricted Goods (such as alcohol or gambling products) and goods not restricted under the Social Services Legislation. These participating mixed merchants can accept your Visa Card as they have arrangements in place not to process transactions that include Restricted Goods.

These lists will be regularly updated and it is important that you regularly review these lists to understand how you may use your Account and Visa Card and what restrictions apply to the use of your Account and Visa Card.

## BALANCE ENQUIRIES

There are many ways you can find out how much money you have available in your Account, all of which are available 24 hours a day. These include:

- **SMS Balance Enquiry.** Text “BAL XXXX” from your registered mobile (where XXXX is the last 4 digits of your Visa Card number) to 0488 112 114 and we will send you an SMS with the amount of money you have in your Account;
- **Logging in to the Online Account Portal** by going to [cdc.indue.com.au](https://cdc.indue.com.au);
- **Using the Indue DCT App** which is available free of charge from Google Play and the Apple App Store;
- **ATM Balance Enquiry.** For Visa Cards with an “eftpos” logo on the back of the card, balance enquiries can be obtained free of charge from participating ATMs. A list of ATMs where balance enquiries can be obtained is available at [cdc.indue.com.au/support-atms](https://cdc.indue.com.au/support-atms); and
- **Calling our Customer Service Centre** on 1800 710 265 and following the prompts to hear your available balance.

## USING YOUR CARD

To use your Visa Card to make a purchase at a point-of-sale terminal device, insert your Visa Card and press either “SAV” (or “Savings”), “CHQ” (or “Cheque”) or “CR” (or “Credit”). Then follow the prompts to enter your PIN.

Alternatively, If your Visa Card has a Contactless Indicator , you can pay by tapping your card on a payWave enabled terminal and waiting for the transaction to be confirmed. There is no need to enter a PIN for purchases of \$100 or less (which may be increased from time to time).

# SUMMARY OF ACCOUNT AND VISA CARD FEATURES AND RESTRICTIONS

Type of Payment	Description
Internal Transfer	Payments to other people who hold an Account with Indue as part of the Cashless Debit Card Program can be made from your Account via the Online Account Portal
External Transfer	Payments to accounts with financial institutions other than Indue can be made from your Account via the Online Account Portal

**Restrictions\***

Nil – other than the Total Daily Payment Limit

**Further Information**

- Section 11

- Payment must fall within one of the following approved payment categories and is subject to the following periodic transfer limits:

- Section 17

<b>Approved payment category</b>	<b>Default Transfer# Limit</b>
Housing Payments	\$0 per 28 days
Other Expenses	\$200 per 28 days

**If you have any private rental arrangements in place or mortgage repayment obligations, you should contact Services Australia by calling the Cashless Debit Card Hotline on 1800 252 604, or visiting a Centrelink Service Centre (<http://findus.servicesaustralia.gov.au>) to discuss the options available to you, which may include Services Australia instructing Indue to increase the transfer limit for “Housing Payments” to allow you to pay your rent or your mortgage.**

- Section 16
- The Blocked Merchants List maintained at [cdc.indue.com.au/merchants/](http://cdc.indue.com.au/merchants/)

- Payments can't be made to a Blocked Merchant.

# Approved payment categories, periodic transfer limits and maximum daily limits are subject to change and established by the Department of Social Services in accordance with the Social Security Legislation. If you believe that the periodic transfer limits will cause you financial hardship (for example if the limits would prevent you from paying your rent or your mortgage), then you should contact Services Australia on the Cashless Debit Card Hotline who will consider your individual circumstances when deciding whether to increase the limits. If these categories or limits change we will update you in accordance with section 79.

Type of Payment	Description
Using your Visa Card to purchase goods or services (either at a point of sale terminal device or online)	Payments to businesses using your Visa Card
BPAY Payments	Bills featuring the BPAY logo can be paid directly from your Account via the Online Account Portal
Direct Debits	Where you have provided a merchant with your BSB and Account number and authorised them to automatically withdraw funds

## Restrictions\*

- Can't be used to withdraw cash;
- Can't be used to purchase Restricted Goods (such as alcohol or gambling products or services);
- Can't be used at a Blocked Merchant;
- Default maximum daily limit for all Visa Card transactions is \$1,000 (which can be increased to up to \$5,000. Please refer to section 37.11)

## Further Information

- Section 37
- The Blocked Merchants List maintained by Indue at [cdc.indue.com.au/merchants](https://cdc.indue.com.au/merchants)

- Payments can't be made to a Blocked BPAY Biller

- Section 23
- Blocked Merchants List maintained by Indue at [cdc.indue.com.au/merchants](https://cdc.indue.com.au/merchants)

- Can't be used to purchase Restricted Goods (such as alcohol or gambling products or services);
- Can't be used at a Blocked Merchant.

- Section 19
- Blocked Merchants List maintained by Indue at [cdc.indue.com.au/merchants](https://cdc.indue.com.au/merchants)

\* In addition to the restrictions listed in the table, the maximum amount of funds that can be withdrawn or transferred from an Account on any given day is limited to the Total Daily Payment Limit of \$10,000. Please refer to section 11 for further information.

## PART A – INTRODUCTION

### 1 About these Conditions of Use

- 1.1 These Conditions of Use apply to the use of your Cashless Debit Card Account (“**Account**”) and the products and services attached to your Account. These include the use of your Visa Card, internet transfers, use of the Online Account Portal and BPAY Payment services. It is important that you read and understand the terms and conditions set out in this document and how they apply to your Account, Visa Card and other services provided to you by Indue.
- 1.2 In addition to setting out how you can use your Account and your Visa Card, these Conditions of Use set out a number of important obligations that you have in relation to your Account. For example, section 12.5 provides that you must regularly and carefully check your transaction history so that you can quickly report to Indue any transactions you do not recognise. This will help ensure you do not suffer loss.
- 1.3 Your Account and the attached products and services (including your Visa Card) is issued by Indue Ltd ABN 97 087 822 464 and any references to “Indue”, “we”, “us”, “our” in these Conditions of Use is a reference to Indue Ltd. Indue holds an Australian Financial Services Licence (number 320204).
- 1.4 Some words used in this document have specific legal, financial or technology meanings. These words start with capital letters and their meanings are described in Part L.
- 1.5 These Conditions of Use govern the use and operation of your Visa Card and your Account. The Conditions of Use may be updated from time to time.

## **PART B – OPENING AND ACTIVATING YOUR ACCOUNT**

### **2 Opening Your Cashless Debit Card Account**

2.1 To open an Account with us, you need to:

- (1) have been selected by Centrelink (Centrelink will send to Indue instructions requesting Indue to open an Account for you if you are a Program Participant); or
- (2) be an Eligible Income Support Payment Volunteer. To be an Eligible Income Support Payment Volunteer you must receive an Eligible Income Support Payment, live in a Program Location and advise Centrelink that you would like to open an Account and have a portion of your income support payments deposited into the Account; or
- (3) if you do not fall within categories (1) or (2) above, apply to open an Account by completing and sending us an Application Form, which is available online at [cdc.indue.com.au/volunteer](http://cdc.indue.com.au/volunteer) or by calling and requesting one from the Indue Customer Service Centre on 1800 710 265. You will also need to supply us with certain documents necessary for us to verify your identity. For information on documents required under Indue's customer identification standards please refer to the Application Form or contact our Customer Service Centre.

### 3 Activating your Account

#### If you are selected by Centrelink or are an Eligible Income Support Payment Volunteer

- 3.1 You will receive a letter advising you that an Account will or has been established by Indue in your name and into which Centrelink will deposit a part of your Centrelink payment in accordance with the Social Security Legislation.
- 3.2 Once your Account has been established, we will either send you a Visa Card in the mail or make your Visa Card available for collection from a designated collection point within the town or area that you live.
- 3.3 You will not be able to access your Account and use your Visa Card until you have activated it.
- 3.4 To activate your Account, go to [cdc.indue.com.au](http://cdc.indue.com.au) or download the Indue DCT App on your smartphone (available at Google Play and the Apple App Store) and follow the prompts. When you activate your Account, make sure you have your Visa Card with you, together with the letter you received with it.
- 3.5 Alternatively, you can contact our Customer Service Centre on 1800 710 265 who will assist you with activating your Account.
- 3.6 After you have activated your Account, you will need to set your PIN before you can use your Visa Card. See below at section 6 for details on how to set your PIN.

## **If you are not a Program Participant or Eligible Income Support Payment Volunteer and apply to open an Account by completing an Application Form**

- 3.7 You will have to provide us an Application Form and all necessary identification documents. We may then establish an Account and send you a Visa Card. Establishment of Accounts is subject to approval and we may at our discretion decline an application without reason. We will not be able to establish an Account for you or provide you with a Visa Card until we have successfully verified your identity.
- 3.8 Once your Account has been established and you have been sent a Visa Card, you will need to activate your Account. You will not be able to access your Account or use your Visa Card until you activate it.
- 3.9 To activate your Account, go to [cdc.indue.com.au](https://cdc.indue.com.au) or download the Indue DCT App on your smartphone (available at Google Play and the Apple App Store) and follow the prompts. When you activate your Account, make sure you have the Visa Card with you, together with the letter you received with it.
- 3.10 Alternatively, you can contact our Customer Service Centre on 1800 710 265 who will assist you with activating your Account.
- 3.11 After you have activated your Account, you will need to set your PIN before you can use your Visa Card. See below at section 6 for details on how to set your PIN.

**If you need help activating your Account, please call the Customer Service Centre on 1800 710 265.**

## 4 Setting your PIN

- 4.1 As part of activating your Account via the Online Account Portal, you will need to select a four-digit PIN for your Visa Card. This is the four-digit code you will need to enter into point-of-sale terminal devices to make purchases instore using your Visa Card.
- 4.2 If you have activated your Account by calling the Customer Service Centre, you will be given the option of setting your own PIN through the Online Account Portal, receiving your PIN via a SMS to your registered mobile phone number, or having the PIN sent to your residential address.
- 4.3 After you first set or receive your PIN, you may later change it at any time by logging into the Online Account Portal and following the prompts to change your PIN. Alternatively, you can contact the Customer Service Centre who can issue you a new PIN via a SMS to your registered mobile phone or have it sent to your residential address.

## PART C – GENERAL TERMS AND CONDITIONS

### 5 Centrelink Payments

- 5.1 If you were selected by Centrelink to establish an Account or you are an Eligible Income Support Payment Volunteer, Centrelink will deposit money into your Account on your usual payment dates in accordance with the terms of your Centrelink entitlements and in accordance with the terms of the Social Security Legislation.

**You should note that we are not responsible for Centrelink’s decision to open an Account for you, your Centrelink payment eligibility, the amount of money you receive as part of your Centrelink entitlement or the proportion of your Centrelink entitlement that you receive into your Account. You need to refer questions on these matters to Centrelink directly.**

## 6 Depositing Funds into your Account

- 6.1 You may deposit or arrange for another person to deposit any amount into your Account (referred to as direct credit) by electronic funds transfer. To deposit funds or arrange for funds to be deposited into your Account you will need the BSB and Account Number for your Account which are printed on the back of your Visa Card. They are also printed on your Account Statements. **You should be aware that any deposit made into your account will be subject to the restrictions set out in these Conditions of Use. This includes BPAY restrictions, transfer restrictions and restrictions on payments to Blocked Merchants which will apply to all funds in your account.**

## 7 Accessing Funds in your Account

- 7.1 There are many ways in which you can use your Account to make payments or transfer funds. A summary of payment methods and the types of restrictions that may be associated with that payment method is set out in the Summary of Account and Visa Card Features and Restrictions table at the beginning of these Conditions of Use. We may add, remove or vary any restrictions associated with a payment method at any time, so it is important for you to regularly review the Lists at [cdc.indue.com.au/merchants](https://cdc.indue.com.au/merchants).
- 7.2 You should always exercise care when making a payment from your Account as once you have used your Visa Card or Account to make a payment, we will not accept a request to stop the relevant payment.
- 7.3 For security reasons we may suspend or block access to your Account or your Visa Card at any time.

- 7.4 If we become aware or are notified your Account has received a payment (by any manner) in error (for example incorrect account details) or as a result of a fraudulent transaction, Indue reserves the right to freeze (or place a hold) on the funds in question. Depending on the circumstances we may also reverse transactions of this nature, debiting the funds from your Account.

## **8 Fees**

- 8.1 As at the date of these Conditions of Use, there are no account fees or fees for depositing or making a payment from your Account charged by us. However some stores and some other financial institutions (who provide payment terminals for stores) may themselves impose fees for the use of their payment facilities. We are not responsible for any fees imposed by third parties.
- 8.2 You may be charged a \$30 fee when you ask us to investigate a transaction that you suspect is fraudulent or unauthorised and our investigation reveals that the transaction was legitimate and was performed by you or on your behalf. Please see section 46 for more information about disputed transactions.
- 8.3 If you need a replacement Visa Card (because, for example, your Visa Card has been lost, stolen or damaged), we may charge you a replacement card fee. As at the date of these Conditions of Use, the card replacement fee is nil. If this changes, we will let you know in accordance with section 79.

## **9 Interest**

- 9.1 If you have a positive balance in your Account you will earn interest. Interest will be calculated daily on the closing balance and paid monthly on the last day of the month.

- 9.2 Details of the current interest rate applicable to your Account is available:
- (1) in the Online Account Portal;
  - (2) on request by calling the Customer Service Centre.
- 9.3 The interest rate paid on the balance in your Account will be determined by the Australian Government and may change at its discretion.

## **10 Tax File Number**

- 10.1 Interest earned on your account may form part of your assessable income. Indue is authorised to collect your Tax File Number (**TFN**) under the *Income Tax Assessment Act 1997* (Cth). Indue will use your TFN to report details of interest earned on your CDC Account to the Australian Taxation Office. It is not compulsory to provide your TFN and it is not an offence if you decline to do so.
- 10.2 If you do not provide your TFN or advise that you are eligible for an exemption from providing a TFN, Indue may be obliged to deduct withholding tax at the maximum marginal tax rate (plus the Medicare levy) from any interest income you earn on your account.
- 10.3 If you are a tax resident of a country other than Australia, please contact the Customer Service Centre to ensure that our record of your tax residency status is up to date. If you are a non-resident for tax purposes, we may be obliged to deduct withholding tax from any interest income.

**If you would like further information about what is described in section 9 on interest and section 10 on Tax File Number implications, please contact us using the contact details provided at the front of these Conditions of Use.**

## **11 Total Daily Payment Limit**

- 11.1 There is a maximum amount of funds that you can transfer out of your Account on any given day (including transfers through the Internet Transfer Facility and payments made using your Visa Card). We refer to this as the Total Daily Payment Limit. By default the Total Daily Payment Limit is set at the maximum amount of \$10,000.
- 11.2 If you attempt a transfer that will cause your total daily transfers to exceed your Total Daily Payment Limit, we will decline your transfer request and the relevant funds will not be deducted from your Account.
- 11.3 You may reduce your Total Daily Payment Limit from the \$10,000 maximum limit at any time by logging into the Online Account Portal at [cdc.indue.com.au](https://cdc.indue.com.au) and following the prompts or calling the Customer Service Centre on 1800 710 265 during service hours.
- 11.4 You can find out your current Total Daily Payment Limit and how much of your Total Daily Payment Limit you have remaining at any time by logging into the Online Account Portal at [cdc.indue.com.au](https://cdc.indue.com.au) and following the prompts or calling the Customer Service Centre on 1800 710 265.

## **12 Statements and transaction history**

- 12.1 We will send you a statement showing your transaction history once every month.
- 12.2 We will send statements to the postal address we have recorded for you most recently on file. If your address changes, you need to inform us. If you have a new address, let us know by updating your personal details in the Online Account Portal at [cdc.indue.com.au](https://cdc.indue.com.au), calling the Customer Service Centre on 1800 710 265 or using the other contact details provided at the start of these Conditions of Use.

- 12.3 Instead of sending statements to your postal address, at your request we can provide you with statements electronically. To request electronic statements, please log in to the Online Account Portal at [cdc.indue.com.au](http://cdc.indue.com.au) and follow the prompts.
- 12.4 In addition to providing you with statements, your access to the Online Account Portal (via the website [cdc.indue.com.au](http://cdc.indue.com.au) or the Indue DCT App) will enable you to view your transaction history at any time. You should be aware that the way that a Visa Card transaction is recorded in your transaction history may not necessarily reflect the same day that you used the Visa Card or the Card Details to make the relevant transaction.
- 12.5 Please make sure that you review your transaction history and statements on a regular basis and immediately report to us any transactions that you think are errors or are unauthorised.

### **13 Overdrawn Accounts**

- 13.1 You must ensure that your Account does not become overdrawn such that it has a Negative Balance. This means that you must make sure that you have enough money in your Account before you attempt to make a purchase with your Visa Card or make another kind of transfer of money from your Account.
- 13.2 In some circumstances, if you attempt a transfer of an amount that is greater than your Available Balance (which is the amount of available money in your Account), we may process your transfer request and your Account will have a Negative Balance as a result.

- 13.3 If you have a Negative Balance (an amount of less than \$0.00 in your Account), you must repay the amount of that Negative Balance to us. Subject to the Code of Operation (set out in section 74), we may recover this amount from you by taking some or all of the next deposit to your Account to repay the Negative Balance.
- 13.4 You can check your Available Balance free of charge by logging into the Online Account Portal at [cdc.indue.com.au](http://cdc.indue.com.au), by texting “BAL XXXX” (where XXXX is the last 4 digits of your Visa Card number) from your registered mobile to 0488 112 114, by logging into the Indue DCT App, by calling the Customer Service Centre on 1800 710 265, or if your Visa Card has an “eftpos” logo on the back of the card, by obtaining a balance enquiry from participating ATMs. A list of ATMs where balance enquiries can be obtained is available at [cdc.indue.com.au/support-atms](http://cdc.indue.com.au/support-atms).

## **14 Closing your Account**

- 14.1 Your Account will automatically close within 3 months after the Cashless Debit Card Program in the area in which you participate comes to an end, or the Department of Social Services or Services Australia otherwise requests that we close your Account. Please refer to section 77.1 for information about how we transfer funds remaining in your Account back to you when we close your Account.
- 14.2 Prior to the closure of the Cashless Debit Card Program in your area, we will write to you advising of the anticipated date of the closure of the Cashless Debit Card Program and the anticipated date that your Account will be closed.

- 14.3 If you opened your Account by completing and sending us an Application Form, you may close your Account at any time by completing and returning an account closure form. Account closure forms can be downloaded from [cdc.indue.com.au/volunteer](https://cdc.indue.com.au/volunteer) or alternatively you can contact the Customer Service Centre on 1800 710 265 and request that a form be sent to you.

## **15 No Joint Access**

- 15.1 Other than Permitted Nominees, you are not authorised to let anyone else operate your Account, whether by use of your Visa Card, through the Online Account Portal or by any other means of operation.
- 15.2 Please refer to Part G for information to help you keep your Account and Visa Card details secure and assist preventing unauthorised access by anyone else.

## **16 Blocked Merchants List**

- 16.1 Throughout this document there are numerous references to a list of Blocked BPAY Billers and Blocked Merchants (together referred to as the Blocked Merchants List). This list refers to businesses and categories of business where the use of your Visa Card may be limited or entirely blocked. While we maintain this list carefully and provide updated information via the Indue website as regularly possible, we make no guarantees in relation to the accuracy of this list and as a consequence accept no liability for any loss incurred by you being unable to make a transaction irrespective of whether the intended transaction recipient is on the Blocked Merchants List.

## PART D – TRANSFERRING MONEY

Through the Online Account Portal you are able to transfer money from your Account to other Australian financial institution accounts. In these Conditions of Use we call this feature the “Internet Transfer Facility”. There are some restrictions on your ability to transfer money by using the Internet Transfer Facility. These restrictions are explained in detail below.

### 17 Internet Transfer Facility

- 17.1 In addition to being able to make transfers to other Australian financial institution accounts using the relevant BSB and Account Number (subject to these Conditions of Use) (“**External Transfer**”), you may also use the Internet Transfer Facility to transfer money from your Account to another person who holds an Account issued by Indue in connection with the Cashless Debit Card Program (“**Internal Transfer**”).

#### Transfer Restrictions

- 17.2 If you are permitted to make an External Transfer, you will be required to select the reason for your transfer from a menu of preselected categories. These pre-selected categories are set by the Department of Social Services in accordance with the Social Security Legislation. As at the date of these Conditions of Use the pre-selected categories are “Housing Payments” and “Other Expenses”. You will also need to ensure that you are not attempting to transfer money to a Blocked Merchant. Further information about Blocked Merchants is set out in section 37 and a list of Blocked Merchants is maintained on Indue’s website at [cdc.indue.com.au/merchants](http://cdc.indue.com.au/merchants).

**If the reason for your transfer of funds from your Account does not fall within one of the pre-selected categories or is to a Blocked Merchant you will not be able to complete the transfer.**

17.3 In addition to the Total Daily Payment Limit, on the instruction of the Department of Social Services, we may also impose periodic (for example, weekly or monthly) limits on the amount you can transfer for each pre-selected category. We will maintain a list (referred to as the Internet Transfer Funds Restriction List) on the website [cdc.indue.com.au/cardholder](http://cdc.indue.com.au/cardholder) of the current limits and restrictions that are imposed on your Account in relation to you making a payment or transfer of funds using the Internet Transfer Facility. As at the date of these Conditions of Use the restrictions and limitations are set out in the table below. As we may at any time add, remove, change or impose additional limitations on your ability to make Internal Transfers and External Transfers, it is important for you to regularly review the Internet Transfer Funds Restriction List.

Approved Payment Category	Default Transfer Limit
Housing Payments	\$0 per 28 days
Other Expenses	\$200 per 28 days

**If you have any private rental arrangements in place or mortgage repayment obligations, you should contact Services Australia by calling the Cashless Debit Card Hotline on 1800 252 604, or visiting a Centrelink Service Centre (<https://findus.servicesaustralia.gov.au/>) to discuss the options available to you, which may include Services Australia instructing Indue to increase the transfer limit for “Housing Payments” to allow you to pay your rent or mortgage.**

- 17.4 In addition to the limits and restrictions set out in the Internet Transfer Funds Restriction List, on the instruction of the Department of Social Services, we may impose additional restrictions on your ability to transfer funds using the Internet Transfer Facility or conversely increase any limits. If you believe that the periodic transfer limits will cause you financial hardship (for example if the limit would prevent you from paying your rent or your mortgage) then you should contact Services Australia by calling the Cashless Debit Card Hotline on 1800 252 604, or visiting a Centrelink Service Centre (<https://findus.servicesaustralia.gov.au>) who will consider your individual circumstances when deciding whether to increase the limit. In the event we do impose any additional restrictions (or increase any existing limits) either Indue or Services Australia will write to you advising you of the change.
- 17.5 If you attempt a transfer of funds for a particular pre-selected category that would cause you to exceed the periodic limit that applies to that category, we will decline your transfer request and the relevant funds will not be deducted from your Account.
- 17.6 As at the date of these Conditions of Use, subject to you not exceeding your Total Daily Payment Limit, there are no restrictions on your ability to make Internal Transfers.

When you request Internal or External Transfers from your Account it is your obligation to ensure that you insert the correct details. This includes both one-off and periodic repayments. We do not check the name of the receiving party you insert against the BSB and Account Number. For this reason, if you insert the incorrect details, you may inadvertently send money to the wrong party and you may be unable to recover your money. You should further be aware that the Visa “chargeback” rights do not apply to Internal or External Transfers. Visa chargeback rights will generally only provide protection where you have made a payment directly by use of your Visa Card or you have provided your Card Details to an Online Merchant. Please see section 46 for further information about Visa chargeback rights.

## **18 Periodic Payment**

- 18.1 Through the Online Account Portal, we may provide you with the option to set up scheduled periodic payments. These are either Internal Transfers or External Transfers of money from your Account that you request us to make at particular intervals.
- 18.2 If you request us to effect periodic payments, you must make sure you have enough money in your Account to meet the payment amount at the times when the transfers are due to take place. You must also ensure that the transfers do not cause you to exceed any other limit in place on your Account, such as a periodic limit described in section 17.3.
- 18.3 In the event a transfer that is due as part of a periodic payment is greater than the amount of available money in your Account, the scheduled transfer will not be made and no money will be deducted from your Account. If you do not have enough money in your Account to meet a periodic payment, we will not attempt to make the payment at a later date (for example after additional funds have been deposited into your Account) and the intended recipient will not receive the funds.

## 19 Direct Debit

### Setting up Direct Debit

- 19.1 You can authorise another party to automatically debit your Account. This type of arrangement can be used to pay regular expenses such as loan repayments, insurance premiums or rental payments and is commonly referred to as a “direct debit”.
- 19.2 To set up a direct debit you will need to fill in a direct debit authority with the person or business that will collect the payment and provide them with your BSB and Account Number (which can be found on the back of your Visa Card).
- 19.3 **Before setting up a direct debit make sure you check that the merchant is not on the Blocked Merchants List maintained at [cdc.indue.com.au/merchants](https://cdc.indue.com.au/merchants). Any attempt by a Blocked Merchant to debit your Account will be dishonoured and no money will be deducted from your Account. This may result in you being in default of your arrangement with the merchant.**
- 19.4 On the instruction of the Department of Social Services we may impose additional restrictions on your ability to use direct debits. This may include turning off the direct debit functionality (in which case any attempt by a merchant to debit your Account will be dishonoured) or blocking additional merchants not on the Blocked Merchants List. In the event we impose any additional restrictions we will write to you advising of the restrictions.
- 19.5 We will dishonor any attempt by a merchant to take a direct debit from your Account where there is not enough money in your Account and it would cause it to be overdrawn. If the payment is dishonoured in these circumstances you should contact the merchant to discuss alternate payment options.

## Stopping a Direct Debit

- 19.6 If you want to stop a direct debit you can either contact us and we will cancel the arrangement on your behalf or alternatively you can contact the merchant directly.
- 19.7 If you request that we cancel a direct debit we will contact the merchant debiting your Account and request a cancellation of the arrangement. We will then put a 'stop' on your Account which will prevent all future withdrawals from that previously authorised merchant. If you want to re-enter into an arrangement with a merchant that we have placed a stop on you will need to contact us.
- 19.8 If you have provided a merchant your Visa Card Number and authorised them to debit your Card (and not your BSB and Account Number), Indue is unable to cancel the recurring payment arrangement on your behalf and you will need to contact the merchant directly. Until you cancel the authority the merchant is entitled to request Indue debit your Account and Indue is obliged to process the request.**

## Transferring your Direct Debits

- 19.9 If you have existing direct debits from your existing bank account at the time you join the Cashless Debit Card Program, you can contact the merchant directly to transfer direct debits to your Cashless Debit Card Account. Alternatively, we can arrange, on your behalf, for those direct debits to be transferred to your Cashless Debit Card Account. This can be organised by calling us on 1800 710 265.

## **Unauthorised Direct Debits and Recurring Payments**

19.10 Where a merchant has debited your Account without your authority or a merchant does not comply with your request to cancel a recurring payment, you should immediately contact us and we will dispute the transaction on your behalf.

## **20 Liability for Unauthorised Transactions for Internet Payments**

20.1 Your liability in respect of unauthorised transactions for Internal Transfers and External Transfers are governed by Part H.

## **21 Processing of instructions**

21.1 In some circumstances we may not act or may delay in acting on any payment instruction you provide. We may also at our option process a payment instruction you provide us on the next banking day after the instruction is given.

21.2 In the absence of a breach of an obligation to you, we are not liable for any loss or damage caused directly or indirectly to you as a result of our failure to act or delay in acting on any payment instruction you give us.

## PART E – BPAY

### 22 Introduction to BPAY

- 22.1 We are a member of BPAY. BPAY is an electronic payments scheme through which you can ask us, via the Online Account Portal, to make payments from your Account on your behalf to organisations (“**BPAY Billers**”) who tell you that you can make payments to them through BPAY (“**BPAY Payments**”). We will tell you if we are no longer a member of BPAY.
- 22.2 When you ask us to make a BPAY Payment, you must give us the information specified in section 24.1 below. We will then deduct the relevant amount of that BPAY Payment from your Account.
- 22.3 The use of BPAY Payments from your Account is subject to the terms set out in this Part E, as well as the general account terms set out elsewhere in these Conditions of Use.
- 22.4 If there is any inconsistency between the terms set out in this Part E and the rest of these Conditions of Use, the terms in this Part E will apply to the extent of the inconsistency.
- 22.5 You acknowledge that the receipt by a BPAY 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 BPAY Biller.

### 23 BPAY Restrictions

- 23.1 Your Account has restrictions in place to prevent you from making a BPAY Payment to a Blocked BPAY Biller. A Blocked BPAY Biller is a business (such as a shop) that sells:
- (1) alcohol (such as a pub or bottle shop);
  - (2) gambling products and services (such as TAB stores and online gambling sites); or

- (3) any other goods or services determined by the Department of Social Services. For example, on the instructions of Department of Social Services we may add a business to the list of Blocked BPAY Billers if it sells a gift or prepaid card that can be used to withdraw cash or purchase alcohol or gambling products and services.
- 23.2 A list of Blocked BPAY Billers (and Blocked Merchants) is maintained on Indue's website at [cdc.indue.com.au/merchants](https://cdc.indue.com.au/merchants) and is referred to as the Blocked Merchants List. We may at any time add or remove individual BPAY Billers or categories of BPAY Billers from the Blocked Merchants List, so it is important for you to regularly review this list to ensure a BPAY Biller who you intend to make a payment to is not on the list.
- 23.3 On the instructions of the Department of Social Services we may also limit your ability to make a payment to a specific BPAY Biller not included on the Blocked Merchants List. In the event we do restrict you from making a payment to a BPAY Biller not included on the Blocked Merchants List, either Indue or the Department of Social Services will write to you advising you of the restriction.

**If you attempt to make a payment to a Blocked BPAY Biller, we will decline your transaction and the relevant funds will not be deducted from your Account.**

## **24 How to use BPAY to make BPAY Payments**

- 24.1 We will treat your instruction to make a BPAY Payment as valid if a BPAY Biller Code, customer reference number and payment amount is provided to us via the Online Account Portal.

- 24.2 You acknowledge that we are not obliged to effect a BPAY Payment if you do not give us the above information or if any of the information you give us is inaccurate.
- 24.3 We may suspend your right to participate in BPAY at any time for security reasons to protect the money in your Account.
- 24.4 If we are advised that your BPAY Payment cannot be processed by a BPAY Biller, we will:
- (1) advise you of this;
  - (2) credit your Account with the amount of the BPAY Payment; and
  - (3) take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.

## **25 Timing of BPAY Payments**

- 25.1 When you make a BPAY Payment, we will immediately deduct the funds from your Account and that payment will be treated as being received by the relevant BPAY Biller:
- (1) on the date you make that BPAY Payment if you tell us to make the BPAY Payment before 6 pm (Queensland time) on a Business Day; or
  - (2) on the next Business Day, if you tell us to make the BPAY Payment after 6 pm (Queensland time) on a Business Day or if you tell us to make the BPAY Payment on a non-Business Day.
- 25.2 A delay may occur in processing a BPAY Payment where:
- (1) there is a public or bank holiday on the day after you tell us to make a BPAY Payment;
  - (2) you tell us to make a BPAY Payment either on a day which is not a Business Day or after 6 pm (Queensland time) on a Business Day;

- (3) another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
- (4) a BPAY Biller fails to comply with its obligations under the BPAY Scheme.

25.3 While it is expected that any delay in processing under these Conditions of Use for any reason set out in section 25.2 will not continue for more than one Business Day, any such delay may continue for a longer period.

25.4 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 actually paid to a Biller and the amount you needed to pay.

## **26 Mistaken and Unauthorised BPAY Payments and Liability**

26.1 If under sections 27 to 29 you are liable for a BPAY Payment that you did not authorise or which was fraudulent, then your liability will be the lesser of:

- (1) the amount of that unauthorised or fraudulent payment; or
- (2) the limit (if any) of your liability set out in Part H of these Conditions of Use.

26.2 If section 26.1(2) applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

26.3 We will attempt to make sure that your BPAY Payments are processed promptly by the participants in the BPAY Scheme (including other financial institutions and including those BPAY Billers to whom your BPAY Payments are to be made). You must promptly tell us if:

- (1) you become aware of any delays or mistakes in processing your BPAY Payments;
- (2) if you did not authorise a BPAY Payment that has been made from your Account; or
- (3) if you think that you have been fraudulently induced to make a BPAY Payment.

26.4 We will attempt to rectify any matters such as those described above, however, except as described in sections 26 to 31 and in section 33, we will not be liable for any loss or damage you suffer as a result of using BPAY.

26.5 The longer the delay between when you tell us of any issues with a BPAY Payment (such as an unauthorised transaction) and the date of the BPAY Payment, the more difficult it may be for us to rectify the issue. For example, Indue or the BPAY Biller to whom the payment was made may not have sufficient records or information available 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 BPAY Biller to correct the error.

## **27 BPAY Mistaken Payments**

27.1 If a BPAY Payment is made to a BPAY Biller or for an amount, which is not in accordance with your instructions (if any), and your Account was debited for the amount of that payment, we will credit that amount to your Account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Business Days of us attempting to do so, you must repay us that amount. Subject to the Code of Operation (set out in section 74), we may recover this amount from you by applying the next deposit to your Account.

## **28 BPAY Unauthorised Payments**

28.1 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, subject to section 74 (Code of Operation), pay us the amount of that unauthorised payment if:

- (1) we cannot, within 20 Business Days of us attempting to recover it, recover that amount from the person who received it; and
- (2) the payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions (as set out in Part G of these Conditions of Use).

28.2 In relation to an amount described in section 28.1, if we are able to recover part of the amount of that payment from the person who received it, you must only pay us the amount of that payment that we are not able to recover.

## **29 BPAY Fraudulent Payments**

29.1 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 whole 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 that is not refunded to you by the person that induced the fraud.

## **30 BPAY Resolution Principles**

- 30.1 If a BPAY Payment you have made falls within the type described in section 28 (Unauthorised Payments) and also section 27 (Mistaken Payments) or section 29 (Fraudulent Payments), then we will apply the principles stated in section 28 (Unauthorised Payments).
- 30.2 If a BPAY Payment you have made falls within both the types described in section 27 and section 29 (Mistaken and Fraudulent Payments), then we will apply the principles stated in section 29 (Fraudulent Payments).

## **31 Refunds**

- 31.1 Except where a BPAY Payment is a mistaken payment referred to in section 27, an unauthorised payment referred to in section 28, or a fraudulent payment referred to in section 29, BPAY Payments are irrevocable. No refunds will be provided through the BPAY Scheme where you have a dispute with the BPAY Biller about any goods or services you may have agreed to acquire from the BPAY Biller. Any dispute must be resolved with the BPAY Biller.

## **32 Consent**

- 32.1 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 BPAY Biller who received that BPAY Payment, consenting to us obtaining from the BPAY Biller information about your Account with that BPAY 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 BPAY Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.

### **33 Consequential damage**

33.1 Unless we are otherwise liable in accordance with the terms set out in Part H of these Conditions of Use, we exclude any liability for any consequential 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 or services and which may not be excluded, restricted or modified at all or only to a limited extent.

### **34 BPAY and Privacy**

34.1 In addition to the terms on privacy set out in Part J of these Conditions of Use, if you use BPAY, you agree to our disclosing to BPAY 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 Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:

- (1) your personal information (for example, your name, email address and the fact that you are our customer) as is necessary to facilitate your use of BPAY; and
- (2) 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 BPAY Biller's financial institution.

- 34.2 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 section 34.1 above, as necessary.
- 34.3 You can request access to your information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited at their contact details listed in Part L of these Conditions of Use or by referring to the procedures set out in our privacy policy at [www.indue.com.au/dct/privacy](http://www.indue.com.au/dct/privacy) or in those other entities' privacy policies on their websites.
- 34.4 Our privacy policy, along with the privacy policies of BPAY Pty Ltd and Cardlink Services 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.
- 34.5 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.

## PART F – VISA CARD CONDITIONS OF USE

We will provide you with a Visa Card as a way in which you can access the money in your Account. The use of your Visa Card is subject to this Part F as well as the other general terms set out elsewhere in these Conditions of Use. Where we refer to use of your Visa Card, this includes use of or using your Card Details as well where relevant.

### 35 About your Visa Card

- 35.1 Your Visa Card is issued by Indue to you and is for use on your Account.
- 35.2 The Visa Card remains our property at all times and we may reissue you with a new Visa Card at any time and the use of any new Visa Card will be subject to these Conditions of Use.
- 35.3 Upon receiving your Visa Card and before using it, you must sign the back of it. If you receive a new Visa Card, you must destroy your old Visa Card, ensuring that the chip is cut in half.

**You are responsible for the security of your Visa Card. You must keep your Visa Card safe and secure and make sure you keep your PIN secret, otherwise if someone else spends money from your Account by using your Visa Card you may not get your money back. Please refer to Part G below for details on how to keep your Account, including your Visa Card and PIN, secure.**

### 36 Using your Visa Card

- 36.1 Subject to the restrictions set out below in section 37, you can use your Visa Card to make purchases anywhere Visa is accepted, by use at point-of-sale terminal devices in stores or at Online Merchants (such as a merchant who sell goods or services over the internet, telephone or by email order) using your Card Details.

- 36.2 To use your Visa Card to make a purchase at a point-of-sale terminal device, insert your Visa Card and press either “SAV” (or “Savings”), “CHQ” (or “Cheque”) or “CR” (or “Credit”). Then follow the prompts to enter your PIN. Alternatively, If your Visa Card has a Contactless Indicator , you may pay by tapping your card on a payWave enabled terminal and waiting for the transaction to be confirmed. There is no need to enter a PIN for purchases of \$100 or less (which may be increased from time to time).
- 36.3 Some stores may ask you to provide a signature instead of a PIN and sometimes you may need to swipe the Visa Card instead of inserting or tapping it.
- 36.4 To use your Visa Card to make purchases over the internet, over the phone or by mail order with an Online Merchant, you will need to provide the merchant with your Visa Card number, Expiry Date and CVV. The Visa Card number and the Expiry Date is on the front of the Visa Card. The CVV is the 3-digit number on the back of the Visa Card. Please see section 37.6 for more information about Online Merchants.
- 36.5 When you use your Visa Card to make a purchase, we will deduct the value of the purchase from your Account (which will reduce the Available Balance of your Account). You should ensure that the transaction amount is correct before you tap your Card, enter your PIN (or provide your signature if required) or provide any Card Details when making a payment to an Online Merchant.
- 36.6 Indue relies on you tapping your Card or entering your PIN or Card Details (or provision by you of your signature) as authority to debit the amount shown from your Account.

36.7 If a PIN needs to be entered into a point-of-sale terminal device in order to make a purchase using your Visa Card and you incorrectly enter your PIN multiple times, a restriction may be placed on your Visa Card. If this occurs you will not be able to undertake Visa Card transactions until the restriction is automatically removed (which will happen at 12:00am the day after the restriction is applied) or you set a new PIN through the Online Account Portal or you call the Customer Service Centre on 1800 710 265.

## **37 Visa Card Restrictions**

### **Blocked Merchants**

37.1 You cannot use your Visa Card to make a payment to a Blocked Merchant. A Blocked Merchant is a business (such as a shop) that sells:

- (1) alcohol (such as a pub or bottle shop);
- (2) gambling products and services (such as TAB stores and online gambling sites); or
- (3) any other goods or services determined by the Department of Social Services. For example, on the instructions of the Department of Social Services we may add a business to the list of Blocked Merchants if it sells a gift or prepaid card that can be used to withdraw cash or purchase alcohol or gambling products and services.

- 37.2 A list of Blocked Merchants (and Blocked BPAY Billers) is maintained on Indue's website [cdc.indue.com.au/merchants](https://cdc.indue.com.au/merchants) and is referred to as the Blocked Merchants List. We may at any time add or remove individual businesses or categories of businesses from the Blocked Merchants List, so it is important for you to regularly review this list to ensure a business who you intend to make a payment to is not on the list.
- 37.3 You may be able to use your Visa Card at merchants who sell both Restricted Goods (such as alcohol or gambling products) and goods and services not prohibited under the Social Services Legislation if they have arrangements in place not to process transactions that include Restricted Goods. These merchants are referred to as "Participating Mixed Merchants" and include businesses such as hotels, which may accept the card for food or accommodation but not alcohol. A list of Participating Mixed Merchants that can accept your Visa Card is available at [cdc.indue.com.au/merchants](https://cdc.indue.com.au/merchants).
- 37.4 On the instructions of the Department of Social Services we may limit your ability to make a payment to a specific business not included on the Blocked Merchants List. In the event we do restrict you from making a payment to a business not included on the Blocked Merchants List, either Indue or the Department of Social Services will write to you advising you of the restriction.

**If you attempt to make a payment to a Blocked Merchant, we will decline your transaction and the relevant funds will not be deducted from your Account.**

## **Restricted Goods**

- 37.5 Systems are also in place to prevent you from using your card to purchase Restricted Goods from stores that sell both Restricted Goods and other goods and services. As at the date of these Conditions of Use, Restricted Goods include alcohol and gambling products and services and on the instructions of the Department of Social Services may also include certain gift and prepaid cards that can be used to withdraw cash or purchase alcohol or gambling products and services.
- 37.6 You must not attempt to use your Visa Card to purchase a Restricted Good. If you attempt to buy a Restricted Good, your transaction may be refused or rejected.

## **Online Transactions and other transactions where you don't need to present your Visa Card (Online Merchants)**

- 37.7 You can use your Visa Card to purchase goods or services at websites (eCommerce), and via mail order and telephone order at any merchant who is not on the Blocked Merchants List. In these Conditions of Use, we refer to merchants who accept payments via the internet, mail order and telephone order as "Online Merchants".
- 37.8 A list of Blocked Merchants is maintained on Indue's website at [cdc.indue.com.au/merchants](https://cdc.indue.com.au/merchants) and is referred to as the Blocked Merchants List. As we may at any time add or remove merchants from the Blocked Merchants List, it is important for you to regularly review the list to ensure the merchant you intend to make a payment to via the internet, phone or mail is not on the list.

- 37.9 On the instruction of the Department of Social Services we may impose additional restrictions on your ability to purchase goods or services from Online Merchants. This may include turning off your ability to purchase goods or services from Online Merchants or blocking additional merchants not on the Blocked Merchants List. In the event we impose any additional restrictions either Indue or the Department of Social Services will write to you advising of the restrictions.

### **Daily Limit**

- 37.10 By default the maximum amount you may spend using your Visa Card (including any payments to Online Merchants using your Card Details) in any one day is \$1,000.
- 37.11 You can change the daily Visa Card spend limit to a preconfigured value of \$100, \$200, \$500, \$1,000, \$2,000 or \$5,000 at any time by logging into the Online Account Portal [cdc.indue.com.au](http://cdc.indue.com.au) and following the prompts or calling the Customer Service Centre on 1800 710 265 during service hours.
- 37.12 If you attempt to use your Visa Card or Card Details to spend more than the daily Visa Card spend limit, we will decline your transaction and the relevant funds will not be deducted from your Account.

### **38 Limitations on using your Visa Card**

- 38.1 You cannot order an additional Visa Card to access your Account. At any one time, you may have only one Visa Card that accesses your Account. See section 43 on how to order a replacement Visa Card (if your Visa Card is lost or stolen), which will cancel your existing Visa Card.

- 38.2 In addition to the restrictions described in section 37, there may be other limitations imposed outside our control. For example, some stores and some other financial institutions (who provide payment terminals for stores) may themselves impose fees or limitations on the use of their payment facilities (for example, by setting a minimum purchase amount). **We are not responsible for these limitations or for any fees imposed by third parties.**
- 38.3 Some stores may also refuse to accept the Visa Card. Before you try to make a purchase, make sure you check with the store or business whether or not it accepts the Visa Card. We are not responsible if a store or business decides not to accept your Visa Card or not to accept Visa cards generally.
- 38.4 It is possible for situations to occur beyond our control that prevent transactions from being processed. For example, a telephone line to which a point-of-sale terminal device is connected may be faulty.

## **39 Verified by Visa**

- 39.1 Your Visa Card is registered with Verified by Visa.
- 39.2 Verified by Visa is a program designed to authenticate transactions made over the internet. This means that when you use your Visa Card online to make a purchase at a Verified by Visa Participating Merchant, your identity may need to be validated if the relevant transaction is deemed to be high risk.
- 39.3 If you are unable to validate your identity, your transaction may be declined and your access to Verified by Visa or your Visa Card may be temporarily suspended. In certain circumstances, if your transaction is deemed to be very high risk, the transaction may be declined and your Visa Card suspended without asking you to validate your identity.

39.4 For assistance in these circumstances or to learn how your Visa Card may be unsuspending, please call the Customer Service Centre on 1800 710 265.

## **40 Your Visa Card Responsibilities**

40.1 Unless another section of these Conditions of Use provides otherwise, you are responsible for all transactions that arise from use of your Visa Card or your Card Details.

40.2 You must not:

- (1) allow anyone else to use your Visa Card other than a Permitted Nominee;
- (2) attempt to use your Visa Card to make a purchase for an amount that is greater than your Available Balance;
- (3) use your Visa Card for illegal purposes. This means that you must not use it to purchase goods or services that are illegal under Australian law or the law of any other place where you use your Visa Card or any place where the relevant goods or services are available for purchase; or
- (4) sell your Visa Card to anyone. If you do this, you may lose your money in your Account.

## **41 Using your Visa Card outside Australia**

41.1 Visa will convert all transactions conducted overseas into Australian dollars. This includes transactions made over the internet that are processed overseas. Sometimes, Visa may need to process a transaction from a foreign currency into Australian dollars, even where the amount of the relevant transaction was quoted in Australian dollars.

41.2 Visa will convert the relevant amount into Australian dollars or may first convert the relevant amount from the currency in which the transaction was made into US dollars and then convert it to Australian dollars. Visa will use either:

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

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

## **42 If your Visa Card is lost or stolen**

42.1 If you think your Visa Card or Card Details have been lost or stolen, you must report this to us immediately by:

- (1) logging into the Online Account Portal and following the prompts to block your Visa Card; or
- (2) calling the Customer Service Centre on 1800 710 265 or if you are overseas, on +617 3335 4193.

42.2 Once you have reported to us that your Visa Card is lost or stolen, your Visa Card will be unable to be used and any attempt to make purchases with it (including purchases online or over the phone using your Card Details) will be declined.

## **43 Replacement Visa Card**

- 43.1 To request a replacement Visa Card:
- (1) log in to the Online Account Portal and follow the prompts to request a replacement Visa Card; or
  - (2) call the Customer Service Centre on 1800 710 265 and make the request.
- 43.2 If you order a replacement Visa Card because your Visa Card has been lost or stolen, we will immediately cancel your existing Visa Card.
- 43.3 If you request a replacement Visa Card, we will send you a new Visa Card in the post. You must allow a reasonable time for the Visa Card to arrive to your postal address. Usually this will take 7 to 10 Business Days.
- 43.4 If you received your replacement Visa Card in the post, you will need to activate it by logging into the Online Account Portal and following the prompts or by calling the Customer Service Centre on 1800 710 265.

## **44 Temporary Replacement Card**

- 44.1 If you are subject to an emergency situation and need a new Visa Card straight away, you may request a Temporary Replacement Card for use until your permanent replacement Visa Card is received.
- 44.2 To request a Temporary Replacement Card please call our Customer Service Centre on 1800 710 265 and we will advise you if you are able to obtain a Temporary Replacement Card and if so the nearest location from which you may collect one. Otherwise, you can visit a Centrelink Service Centre <https://findus.servicesaustralia.gov.au/>. You will need to verify your identity before you can activate a Temporary Replacement Card.

- 44.3 Once activated the Temporary Replacement Card will provide you access to your existing Account. You will be issued a new PIN with your Temporary Replacement Card as the PIN for your original Visa Card will not work for your Temporary Replacement Card. Alternatively you can set a PIN for your Temporary Replacement Card through the Online Account Portal or by requesting that our Customer Service Centre send you a randomly generated one via SMS. This Temporary Replacement Card will automatically cancel when you receive and activate your permanent replacement Visa Card in the post. Should the Temporary Replacement Card still be active 21 days after you have received it then it may be cancelled by us, as your permanent replacement Visa Card should have been received by then.
- 44.4 The Temporary Replacement Card is subject to these Conditions of Use and will have the same restrictions as your personalised Visa Card. Please see section 37 for further information around the restrictions associated with your Visa Card.
- 44.5 You will remain liable and responsible for the Temporary Replacement Card and any transactions made using the Temporary Replacement Card or its Card Details in the same manner as you are responsible for transactions made with your personalised Visa Card.

## **45 Cancellation of your Visa Card**

- 45.1 We may cancel your Visa Card or temporarily suspend it at any time for security reasons or to protect the money in your Account. Reasons we may do this include if:
- (1) your Visa Card, Card Details or PIN has been compromised or we reasonably suspect your Visa Card, Card Details or PIN have been compromised;
  - (2) you have caused your Visa Card to be compromised;
  - (3) you contravene a law or breach these Conditions of Use and we reasonably believe that your contravention or breach is serious; or
  - (4) we reasonably believe that your use of the Visa Card may expose us to any liability or cause us to contravene a law.
- 45.2 When you notify us that you wish to cancel your Visa Card or when you receive notice from us that we have cancelled your Visa Card, you must destroy your Visa Card, ensuring that the chip is cut in half.
- 45.3 After cancellation of your Visa Card, it can no longer be used. You may remain liable for the amount of all transactions made using your Visa Card before it was cancelled. Please refer to section H.

## **46 Disputed Visa Card Transactions and Chargeback Rights**

- 46.1 You need to check your statements regularly. See section 12 for details about your statements and how you can view your Account history on the Online Account Portal.
- 46.2 If you think that a transaction is incorrect or that there is a transaction in your transaction history that you did not authorise or if there is any other error in relation to your transactions, you must tell us straight away by calling the Customer Service Centre on 1800 710 265. When you call us, make sure you have the details about your Visa Card and the relevant transaction or transactions with you. In certain circumstances we might require you to confirm details of the disputed transaction in writing. We may also ask you to report the matter to the police and provide a copy of the police report before we process your claim.
- 46.3 You may wish to dispute a transaction if:
- (1) you do not recognise the transaction;
  - (2) you did not authorise the transaction;
  - (3) you did not receive the goods or services to which the transaction relates;
  - (4) the transaction amount differs to the purchase amount; or
  - (5) you believe a transaction has been duplicated.
- 46.4 The Visa card scheme rules set out a process for investigating disputed transactions made with a Visa Card, under which a cardholder may have the right to get their money back. This is called a “chargeback right”.

- 46.5 Our ability to investigate any disputed transaction on your Visa Card to see if there is a chargeback right is restricted by the time limits imposed under the Visa card scheme rules. Visa chargeback rights relate only to transactions made with your Visa Card and do not apply to transactions made from the Online Account Portal (such as BPAY, Internal Transfers or External Transfers).
- 46.6 Depending on Visa's rules, the timeframe to notify Indue of a disputed transaction made with your Visa Card varies between 75 days and 120 days. The ability of Indue to dispute a transaction on your behalf (where a chargeback right exists) may be lost if you do not notify Indue within the required timeframes. Therefore, you need to ensure that you notify the Customer Service Centre as soon as you become aware of a transaction that you wish to dispute. Where it can be shown that you have unreasonably delayed in notifying us you may be liable for the loss on any disputed transaction.
- 46.7 If on the basis of the information you have provided we believe that an error was made or that you are not liable for the transaction, we'll make the appropriate adjustment to your transaction history and Available Balance. We will also advise you of this outcome in writing.
- 46.8 A merchant has a right to provide further documentation to validate a disputed transaction within 45 days. If a merchant is able to establish the disputed transaction was legitimate and is entitled to have the funds returned, then Indue will deduct the funds from your Account in accordance with the Code of Operation.

- 46.9 If the ePayments Code is applicable to a disputed transaction, the timeframes specified in section 46.6 may not apply in certain circumstances. For details about how we generally (outside of the Visa scheme rules) allocate liability for unauthorised transactions made by use of your Visa Card or via the Online Account Portal, please see Part H below.

## **PART G – SECURITY**

In order to access your Account online via the Online Account Portal (accessible via the Indue website at [cdc.indue.com.au](http://cdc.indue.com.au) and the Indue DCT App), we will prompt you to set up access details, such as your username and password when you first log into the Online Account Portal. You must ensure that you keep your Visa Card, Card Details and your Online Account Portal access codes secure. Anyone who picks up your Visa Card or knows your Card Details or Online Account Portal access codes can use the money available in your Account to make purchases or transfer funds.

### **47 Protecting your PIN and Online Account Portal access code**

- 47.1 To help maintain the security of your Account and your Visa Card, you must:
- (1) keep your Visa Card and mobile device (if you have downloaded the Indue DCT App) in a safe place and do not leave it unattended where someone could pick it up and use it;
  - (2) not give or lend your Visa Card to anyone;
  - (3) not set a PIN or access code that is easily recognised as being yours, including setting a PIN or access code that is a recognisable part of your name or birth date;
  - (4) not tell anyone your PIN and don't write or record your PIN anywhere where it could be taken with your Visa Card;

- (5) not access the Online Account Portal or any other website via a link embedded in an email. Always access a website directly from your internet browser or via the Indue DCT App;
- (6) not tell anyone else, including any family member or friend, your access details (for example, a username and password) for the Online Account Portal or your Card Details or provide them with access to your email;
- (7) not store your PIN, Card Details, or access code for the Online Account Portal in a diary, computer, tablet or mobile device under a recognisable name;
- (8) not print or write down your Card Details, your access code for the Online Account Portal or your password to your email address that may be used as your username to access the Online Account Portal;
- (9) always log out of the Online Account Portal once you have finished using it and whenever you are away from your computer, tablet or mobile device;
- (10) when logging in to the Online Account Portal from a public internet connection, for example at an airport or internet café, make sure that:
  - (a) no one sees you enter in your access details;
  - (b) you do not do anything that enables the browser to store your access details; and
  - (c) when you finish, you log out of the Online Account Portal and fully shut down your browsing session;
- (11) regularly check your statements and transaction history to identify and report, as soon as possible, any instances of unauthorised use; and

- (12) maintain up-to-date anti-virus software and a firewall on your devices from which you access the Online Account Portal and your devices from which you access your email.

**Note:** Any liability for losses resulting from unauthorised transactions will be determined in accordance with sections 49 to 51 below, rather than the security measures listed above, which are guidelines only.

- 47.2 Please refer to Part I for additional terms governing access to the Online Account Portal.

## **48 Loss, theft or misuse of a Card, PIN or Access Code**

If you think your Card Details, PIN, or your access code for the Online Account Portal are known to someone else or are otherwise compromised, or if you suspect an unauthorised transaction, immediately report this by calling the Customer Service Centre on 1800 710 265.

## **PART H – LIABILITY**

### **49 Liability for Unauthorised Transactions**

- 49.1 There may be times when there are unauthorised or fraudulent transactions made on your Account. We refer to these transactions as “Unauthorised Transactions”. In some situations, you may be liable for the amount of Unauthorised Transactions, meaning that you may not get your money back for those transactions even if you did not authorise the transactions. The way we determine liability in these situations is set out below.

#### **Situations when you are not liable for Unauthorised Transactions**

- 49.2 You are not liable for any losses resulting from Unauthorised Transactions that:
  - (1) are caused by the fraud, or negligence of our staff or agents or of a company involved in networking arrangements, or a merchant or their staff or agents;

- (2) is caused by a Visa Card, PIN or access code for the Online Account Portal which is forged, faulty, expired or cancelled;
- (3) are made using your Visa Card before you have received your Visa Card;
- (4) are made via the Online Account Portal before you are first granted access to the Online Account Portal;
- (5) are made using your Visa Card after you have reported your Visa Card lost or stolen;
- (6) are made via the Online Account Portal using your access code after you have reported that your access code has been compromised; or
- (7) were made using your Card Details without use of your actual Visa Card or PIN and you did not unreasonably delay reporting to us about the Unauthorised Transactions, the loss or theft of your Card Details or the fact that they had become known to someone else.

49.3 In all cases, you must not have contributed to the loss. Situations where you may have contributed to the loss or acted unreasonably include a failure to exercise vigilant care in keeping your Visa Card, Card Details or access code for the Online Account Portal secure or if you unreasonably delayed reporting to us any Unauthorised Transactions, the loss or theft of your Card or Card Details, or of your PIN or access code to the Online Account Portal becoming known to someone else.

### **Situations when you are liable for Unauthorised Transactions**

49.4 You will be liable for losses resulting from transactions which are carried out by you or by another person with your knowledge and consent.

- 49.5 You will be liable for actual losses resulting from Unauthorised Transactions prior to you notifying us of the loss, theft or misuse of your Visa Card or of your PIN or access code (such as your password to the Online Account Portal) becoming known to someone else, where we can prove on the balance of probability that you contributed to the loss by:
- engaging in fraud;
  - voluntarily disclosing your PIN or access code to anyone, including a family member or friend;
  - keeping a record of your PIN or access code:
    - without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and
    - in a way that it could be lost or stolen with your Visa Card (in the case of a PIN) or any device to which your access code relates; or
  - keeping a record of your access code without making a reasonable attempt to disguise it or to prevent unauthorised access to it;
  - writing your PIN on your Visa Card;
  - writing your access code on any device to be used with that code;
  - acting with extreme carelessness in failing to protect your PIN or access code;
  - selecting a PIN or access code which represents your birth date, or being an alphabetical code which is a recognisable part of your name, after we have asked you not to select such a PIN or access code and told you of the consequences of doing so.
- 49.6 You will also be liable for actual losses resulting from Unauthorised Transactions where we can prove, on the balance of probability, that you contributed to the loss by unreasonably delaying reporting the misuse,

loss or theft of your Visa Card or other device, or of your PIN or access code becoming known to someone else. Your liability will only extend to losses which occur between the time when you became aware of (or should have reasonably become aware) of such misuse, loss, theft or security compromise and when we were actually notified.

- 49.7 However you will not be liable to pay for the portion of the losses:
- incurred on any one day which exceeds any applicable daily transaction limit;
  - incurred in any period that exceeds any applicable periodic transaction limit;
  - that exceeds the balance of your Available Funds; or
  - incurred on the Account if you and Indue had not agreed the Account could be accessed using the relevant device.
- 49.8 If more than one access code is required to perform a transaction and we prove that you breached the security requirements for one or more, but not all, of those access codes, you will be liable under this clause only if we also prove, on the balance of probabilities, that the breach of the security requirements was more than 50% responsible for the losses.

## **50 Where limited liability applies**

- 50.1 Where a PIN or access code (such as your password to the Online Account Portal) was required to perform an Unauthorised Transaction and it is unclear whether or not you have contributed to any loss caused by the Unauthorised Transaction, your liability will be the lesser of:
- (1) \$150;
  - (2) the actual loss if the loss is less than what the amount of your Account's Available Balance was at the time the loss occurred; or

- (3) the actual loss at the time you notified us of the loss or theft of your Visa Card or the compromise of your Card Details or access details for the Online Account Portal.

You will not be liable for losses resulting from an Unauthorised Transaction made using your Visa Card to the extent the losses exceed what your liability would have been had we exercised any rights we had under the rules of the Visa card scheme at the time you reported the Unauthorised Transaction to us against other parties to the scheme.

Notwithstanding anything else in these Conditions of Use, for transactions governed by the ePayments Code, we do not deny your right to claim consequential damages resulting from a malfunction of a system or equipment provided by a party to a shared electronic payments network that you are entitled to use pursuant to these Conditions of Use (such as a merchant or us) except where you should reasonably have been aware that the system or equipment was unavailable or malfunctioning, in which case our liability for any loss arising from the equipment or system unavailability or malfunction is limited to: (a) correcting any errors; and (b) refunding any fees or charges imposed on you.

## **51 How we determine liability**

51.1 In determining your liability under this section:

- (1) we will consider all evidence including all reasonable explanations for the Unauthorised Transaction;
- (2) the fact that a transaction was authorised with the correct PIN and/or access code, while significant, is not conclusive evidence that you have contributed to the loss; and
- (3) the use or security of any information required to perform a transaction that you are not required to keep secret (for example, the number on the front of your Visa Card or the expiry date) is not relevant to your liability.

**If this Part H is inconsistent or conflicts with any other section in this document, unless expressly provided otherwise, the terms in this Part H apply.**

## **52 Mistaken payments**

**Note:** Sections 52 to 57 do not apply to BPAY payments. See section 27 for information about BPAY mistaken payments.

- 52.1 Occasionally, it is possible that someone might make a mistake when they do an internet transfer because the person entered or selected the wrong BSB number and/or the wrong account number or the person was told the wrong BSB and/or account number. As a result, money may be transferred into the account of an unintended recipient. We refer to this type of payment as a **“mistaken payment”**.
- 52.2 Mistaken payments will be dealt with by us in accordance with the ePayments Code, where that Code applies to the payment. These sections 52 to 57 set out how Indue and banks and financial institutions who have subscribed to the ePayments Code will handle mistaken payments which you have either received or have made. It does not however apply to BPAY Payments. See section 27 for information about how we handle mistaken payments made through BPAY.
- 52.3 For the purposes of these sections 52 to 57, the “Receiving ADI” is the bank or financial institution whose customer received a mistaken payment and the “Sending ADI” is the ADI whose customer has made a mistaken payment. In relation to your Account, Indue may be the Receiving ADI where money is deposited into your Account by mistake. Indue may be the Sending ADI where you transfer money by Internal Transfer or External Transfer to another person by mistake.

52.4 Where a financial institution other than Indue is the Receiving ADI or Sending ADI, we cannot guarantee that it will follow the processes in the ePayments Code (the relevant provisions of which are summarised in these Conditions of Use). We are not liable for any loss you suffer if another financial institution does not follow those processes.

### **53 Where sufficient funds are available in the unintended recipients account**

53.1 Where the Sending ADI is satisfied that the mistaken payment occurred and there are sufficient funds available in the account of the unintended recipient to the value of the mistaken payment, the process that will apply will depend upon when the mistaken payment is reported.

#### ***Mistaken Payment reported within 10 business days of being made***

53.2 Where the Receiving ADI is satisfied that the mistaken payment has occurred, the Receiving ADI must return the funds to the Sending ADI within 5 business days of receiving the request from the Sending ADI or such longer period as is reasonably necessary, up to a maximum of 10 business days.

#### ***Mistaken Payment reported between 10 business days and 7 months of being made***

53.3 The Receiving ADI must complete its investigation into the mistaken payment within 10 business days of receiving the request to investigate from the Sending ADI.

53.4 If the Receiving ADI is satisfied that a mistaken payment has occurred, the Receiving ADI must:

- (1) prevent the unintended recipient from withdrawing the funds for 10 further business days; and

- (2) notify the unintended recipient that it will withdraw the funds from their account, if the unintended recipient does not establish that they are entitled to the funds within 10 business days commencing on the day the unintended recipient was prevented from withdrawing the funds.

53.5 If the unintended recipient does not establish they are entitled to the funds within that time, the Receiving ADI will return the funds to the Sending ADI within 2 business days of the end of that period.

### ***Mistaken Payment reported after 7 months of being made***

53.6 If the Receiving ADI is satisfied a mistaken payment occurred, it must seek the consent of the unintended recipient to return the funds.

## **54 Where there are not sufficient funds available in the unintended recipients account**

54.1 Where both the Sending ADI and Receiving ADI are satisfied that a mistaken payment has occurred but there are not sufficient funds available in the account of the unintended recipient, the Receiving ADI will use reasonable endeavours to recover the funds from the unintended recipient.

**When you have received a mistaken payment any recovery over and above your Available Balance will be recovered in accordance with the Code of Operation as set out at section 74.**

## **55 Your obligations when there is a mistaken payment**

55.1 Where you have made or received a mistaken payment you should report it to us as soon possible by calling our Customer Service Centre on 1800 710 265. We will acknowledge receipt of your report and you should record or retain this acknowledgement.

55.2 Where you or another financial institution advises us that you are, or we think you may be, the sender or recipient of a mistaken payment, you must provide us with any information we reasonably require to determine whether the payment was a mistaken payment.

## **56 Our obligations when there is a mistaken payment**

56.1 Where you have notified us of a mistaken payment we will:

- (1) investigate the mistaken payment; and
- (2) advise you of the outcome of our investigation in writing and within 30 days of you notifying us of the mistaken payment.

## **57 Complaints about our handling of a mistaken payment**

57.1 For information about making a complaint about the outcome of a mistaken payment or how we have dealt with it, please see section 75.

## **PART I – ONLINE ACCOUNT PORTAL**

The Online Account Portal is a secure internet site to which we will provide you access. You may access the Online Account Portal directly by visiting our website at [cdc.indue.com.au](http://cdc.indue.com.au) or through the Indue DCT App which is available for download at Google Play and the Apple App Store.

This access will enable you to do various things such as check your transaction history, retrieve electronic statements, block your Visa Card if it is lost or stolen, order a replacement Visa Card as well as make internet transfers of money from your Account either as direct internet transfers using the Internet Transfer Facility or as BPAY Payments.

## **58 Your Access to the Online Account Portal**

58.1 The Online Account Portal is a site to which access is restricted.

- 58.2 To access the Online Account Portal you will need to enter your email address or your Account Number and password. In these Conditions of Use, these are referred to as your “access details”. Please see Part G for further information about Account Security.
- 58.3 Any person who knows your access details will be able to access your Account and make transfers of money from your Account via the Online Account Portal.
- 58.4 We may lock access to the Online Account Portal if a certain number of failed attempts are made to access it.
- 58.5 We may lock access to the Online Account Portal at any time for other security reasons and we may require you to change your password at any time, in which case you agree that changing your password is necessary to enable you to continue to access the Online Account Portal.
- 58.6 You agree that any information you supply via the Online Account Portal is accurate, that you are authorised to supply that information and that your use of that information does not contravene the law.
- 58.7 You are responsible for keeping your access details secret and secure.
- 58.8 The Online Account Portal provides you with the option of changing your password. You should regularly update your password as a security mechanism.

**If you believe your password has been compromised, you must immediately change your password using the “forgot your password” option on the login page or you must immediately phone the Customer Service Centre on 1800 710 265.**

**If you find that you cannot access the Online Account Portal because your existing password has been changed, you must immediately phone the Customer Service Centre on 1800 710 265.**

## **59 Contact Details**

- 59.1 If you provide us with your email address or mobile phone number, you must ensure that they are accurate and notify us promptly if they change. This is important as we may use these details to authenticate access to the Online Account Portal or to send you alerts or other information including any changes to these Conditions of Use.
- 59.2 Please follow the prompts in the Online Account Portal for details on how to update your email address and mobile phone number.

## **60 Functions of the Online Account Portal**

- 60.1 From time to time, we may make various features and functions available to you via the Online Account Portal. These functions and features may include the ability for you to turn your Visa Card “on” or “off” and to set up requests for alerts when certain activities take place in relation to your Account.
- 60.2 Not all content or functions may be available at all times and some functions available on the Online Account Portal by the website ([cdc.indue.com.au](http://cdc.indue.com.au) ) may not be available on the Indue DCT App and vice versa. We may add, change, remove or amend any of the content or functions of the Online Account Portal at any time without prior notice to you. Some of these functions are described below.

## **61 Configuring Alerts**

- 61.1 The Online Account Portal may enable you to request us to send you Alerts via text message or push notifications to your mobile phone (via the Indue DCT App) to notify you if certain activities or events occur. Each Alert you select will be sent to you once on the occurrence of each relevant event.
- 61.2 In order to enable or disable push notifications, you must set your preferences in the Online Account Portal and you may be required to adjust the settings on your mobile phone. If you are enrolled in Alerts, have downloaded the Indue DCT App and have enabled notifications through the settings in your mobile phone, then you understand and agree that you may automatically receive push notifications.
- 61.3 You may delete all or selected Alerts at any time. Alerts are unsecure and not encrypted and can be read by others if you allow them to access your email account or to view your computer or mobile device.
- 61.4 We are not responsible for Alerts that do not reach you or are delayed due to either your or our telecommunications provider, nor are we responsible for any loss you may suffer as a result of any such delay or failure to deliver.

## **62 Turn your Visa Card On and Off**

- 62.1 The Online Account Portal may include the added security feature of enabling you to restrict the use of your Visa Card for making transactions. You can turn your Visa Card off when you know you will not be using it, and then turn it back on when you want to start using it again to make purchases.
- 62.2 While turning your Visa Card off reduces the risk of any unauthorised transactions being made with it, you must still follow normal security measures to ensure your Visa Card and your Card Details are kept safe and secure during that time.

## **63 Other General Website Terms**

- 63.1 The Online Account Portal, the Indue Website ([cdc.indue.com.au](http://cdc.indue.com.au)) and the Indue DCT App from which the Online Account Portal is accessible may be linked to other websites over which we have no control. Indue makes no representations about either the security of or the accuracy of information contained on those websites. Indue is not liable for the content on those websites.
- 63.2 We cannot guarantee that anything available for download (such as the Indue DCT App) or use through the Indue Website or Online Account Portal is free of viruses or other harmful components which may damage or interfere with any data, hardware or software with which it may be used. You must ensure that you take reasonable steps to protect your devices, data and software, for example by use of anti-virus protection software and taking the security steps outlined in these Conditions of Use.

- 63.3 The Online Account Portal and the Indue Website and Indue DCT App from which the Online Account Portal is accessible contain content and design in which Indue has intellectual property rights or in which other parties have intellectual property rights, that Indue is licensed to use. All of these rights are reserved. Except as expressly authorised, the use of this intellectual property is strictly prohibited.
- 63.4 Information that you obtain through the Online Account Portal and the Indue Website and Indue DCT App from which it is accessible will reflect up-to-date information at the time you access it. This information may not include information on transactions which are still pending and may later be corrected.
- 63.5 You must not make any fraudulent or false representations or requests in your use of the Online Account Portal.
- 63.6 Your access to the Online Account Portal may be restricted or discontinued at any time by us for security reasons.

### 64 The type of personal information we collect about you

64.1 We collect personal information about you. The type of personal information we collect about you includes:

- (1) your name, date of birth, address, mother's maiden name and other contact details;
- (2) if relevant, details about your Centrelink entitlements, including the type of benefit you receive from Centrelink and how much you are paid in benefits;
- (3) other personal details about you that you provide to us or the Commonwealth of Australia provides to us, such as your gender, your country of birth, your marital status and your Centrelink Customer Reference Number or other unique identifier or details allocated to you by Centrelink, such as your concession card details;
- (4) information about the transactions made in relation to your Account, including deposits and withdrawals (including Visa Card transactions), details about who makes and receives those deposits and withdrawals, and in the case of taxi services, information relating to the journey paid for using the Visa Card;
- (5) your tax file number and information regarding your foreign tax residency status; and
- (6) your external bank account details.

## **65 Who we collect your personal information from**

- 65.1 We collect your personal information from:
- (1) you;
  - (2) the Commonwealth of Australia;
  - (3) service providers who work for us to help us operate your Account;
  - (4) merchants who accept the Visa Card; and
  - (5) other participants in the financial system such as other financial institutions.
- 65.2 We may also collect your personal information from other people, where you have told us or the Commonwealth of Australia that it is alright for us to communicate with them about you.

## **66 Why we collect and use your personal information**

- 66.1 We collect and use your personal information to:
- (1) consider whether to provide you with an Account;
  - (2) provide you with your Account and related services, including to resolve disputes, errors and issues in relation to your Account;
  - (3) identify you in accordance with the law and payment scheme rules, if required;
  - (4) give you information in relation to your Account;
  - (5) provide Centrelink and the Department of Social Services information in relation to you and your Account;
  - (6) undertake internal management and administrative activities in relation to our operation of services for Centrelink and the Department of Social Services in relation to your Account;
  - (7) determine and report in respect of your foreign tax residency status;

- (8) prevent or investigate any fraud or criminal activity (or a suspected fraud or criminal activity); and
- (9) comply with relevant laws and payment scheme rules.

## **67 What information we provide to the Commonwealth of Australia**

We may share any personal information we have collected about you (for example your name, address, date of birth, contact details, transaction history and communications you have had with Indue about your Account) to the Commonwealth of Australia which may use this information at its discretion to ensure restrictions are being applied effectively and to evaluate the Cashless Debit Card Program. The Commonwealth may provide de-identified summary data to a third party evaluator as part of this process.

By using your Account (including your Visa Card and Card Details), you acknowledge and agree that Indue will be providing your personal information to the Commonwealth of Australia (including any department of the Commonwealth of Australia).

## **68 Who we provide your personal information to**

- 68.1 In addition to the Commonwealth of Australia, we may provide your information to:
- (1) our service providers who work for us to help us operate your Account;
  - (2) payment scheme providers such as Visa, BPAY and APCA;
  - (3) regulatory bodies, government agencies such as the Australian Taxation Office, as well as law enforcement bodies and courts;
  - (4) other parties as is authorised or required by law; and
  - (5) other participants in the financial systems such as other financial institutions for the purpose of resolving disputes, errors or issues in relation to your Account.

## **69 What happens if you do not provide your personal information to us**

- 69.1 If you do not provide us with your personal information, we may not be able to provide you with an Account or we may be unable to properly operate your Account or answer queries or resolve disputes in relation to your Account.

## **70 Where we store your personal information**

- 70.1 We store your personal information in Australia.
- 70.2 To facilitate transaction identification and to assist with the identification of suspicious or fraudulent transactions, we also send some of your personal information and transaction details to a service provider overseas. As at the date of these Conditions of Use, the service provider stores personal information in the United Kingdom, the United States of America, Israel, the Netherlands and Spain.
- 70.3 The service provider works for us to help identify online transactions made with your Visa Card. They help make sure that the transactions made over the internet with your Visa Card are genuine transactions made by you.
- 70.4 By using your Visa Card and your Card Details, you agree that your personal information and transaction details may be sent overseas for the purposes of assisting with the identification of suspicious or fraudulent transactions or as required by law.

## **71 How you can access your personal information**

- 71.1 You may contact us to find out what personal information we have about you.
- 71.2 You may access any of your personal information at any time by calling us on 1800 710 265. If you can show that information about you is not accurate, complete and up to date, we will take reasonable steps to ensure it is corrected so that it is accurate, complete and up to date.

71.3 There may be circumstances when we may be unable to provide you with access or to correct your information, in which case we will provide you with a written reason. For details on how you may access and seek correction of the personal information we hold about you, please refer to our Privacy Policy available at [www.indue.com.au/dct/privacy](http://www.indue.com.au/dct/privacy).

## **72 Privacy Complaints**

72.1 In accordance with the *Privacy Act 1988* (Cth), we must comply with the Australian Privacy Principles. You have the right to lodge a complaint if you believe we have breached the Australian Privacy Principles. For details on how you may complain about a breach and how we deal with complaints, please refer to our Privacy Policy available at [www.indue.com.au/dct/privacy](http://www.indue.com.au/dct/privacy).

72.2 If you would like a copy of our Privacy Policy to be sent to you, please contact our Customer Service Centre on 1800 710 265.

## PART K – GENERAL MATTERS

### **73 The ePayments Code**

- 73.1 The ePayments Code governs certain electronic payments to or from your Account. Electronic payments include purchases made with your Visa Card, you transferring funds by using the Internet Transfer Facility or you making a BPAY Payment. While Indue is not currently a subscriber to the ePayments Code, Indue warrants that it will comply with the applicable requirements of the ePayments Code, as amended from time to time as if it was a subscriber to the ePayments Code.

Further information about the ePayments Code is available at [www.asic.gov.au](http://www.asic.gov.au).

### **74 Code of Operation**

- 74.1 If you are a recipient of Centrelink payments and those Centrelink payments are deposited into your Account, we will only recover a debt owing by you in accordance with the Code of Operation. This means that the Code of Operation applies when we seek to recover debts from you in relation to an overdrawn Account or a mistaken payment. For information on the Code of Operation, please go to [www.servicesaustralia.gov.au](http://www.servicesaustralia.gov.au) or call Services Australia directly.
- 74.2 As at the date of these Conditions of Use, the effect of this section 74 is that, in a particular period of time, we will not automatically deduct from your Account any amount that exceeds 10 per cent of the amount you receive from Centrelink in that period.

## 75 Queries and Complaints

### How we handle complaints

- 75.1 To make a complaint in relation to your Account or the payment services related to your Account, please contact the Customer Service Centre and we will undertake an investigation.
- 75.2 If we resolve your complaint within 5 Business Days we may simply phone you to let you know the outcome. Upon request we will confirm the outcome in writing.
- 75.3 If we don't resolve your complaint within 5 Business Days, we will write to you to let you know how we will investigate it. We may need to ask you to provide us with extra details.
- 75.4 Within 21 days of receiving your complaint or of receiving the extra details from you, we will write to you to tell you:
- (1) the outcome; or
  - (2) that we need extra time, which will not ordinarily be more than an extra 24 days.
- 75.5 Occasionally, we may need more than 45 days in total to investigate a complaint. This would be needed in only exceptional circumstances. For example, we may need to get information from other financial institutions or merchants involved in your complaint and we may need extra time if they have caused delays.

### Escalating Complaints

- 75.6 If we have told you the outcome of our investigation of your complaint and you are not happy with the outcome, you can contact the Australian Financial Complaints Authority (**AFCA**) using the following details:

Australian Financial Complaints Authority  
GPO Box 3

Melbourne VIC 3001

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

**Telephone:** 1800 931 678

75.7 It is important that we first investigate your complaint before you ask the AFCA to investigate it. The AFCA will not investigate your matter unless we have first investigated your complaint.

### **Complaints we can't investigate**

75.8 We can only investigate complaints that relate to your Account and the attached products and services.

75.9 We cannot investigate complaints about things like the quality of goods and services you have paid for using the money in your Account. In relation to that type of issue, please directly contact the relevant shop or provider of the products or services.

75.10 If you are a Centrelink customer and have a complaint about your Centrelink payment eligibility, the amount of money you receive as part of your Centrelink entitlement or the portion of your Centrelink entitlement you receive into your Account as part of your Centrelink entitlement, please contact Centrelink directly.

## **76 Account Protection**

76.1 As at the date of these Conditions of Use, your Account is a protected account under the Financial Claims Scheme (“**FCS**”), which is administered by the Australian Prudential Regulation Authority (“**APRA**”). The FCS is designed to protect depositors from potential loss from the failure of financial institutions.

76.2 In light of your Account being protected as described in 74.1, you may be entitled to payment under the FCS if Indue fails. However, payments under the FCS are subject to a limit for each person who has an Account.

76.3 You can obtain information about the FCS from the APRA website at [www.apra.gov.au](http://www.apra.gov.au) and the APRA hotline on 1300 13 10 60.

## **77 Residual Funds and Unclaimed Money**

- 77.1 If you are an accountholder who has been selected by Centrelink to participate in the Cashless Debit Card Program, prior to closing your Account we will obtain details of a nominated account to send any funds remaining in your Account at the time it is closed (“Residual Funds”) from either Centrelink or from you directly. For all other accountholders, prior to closing your Account we will make reasonable endeavours to contact you using your last known contact details to obtain details of an alternative account to send any Residual Funds
- 77.2 If despite our endeavours we have not been able to obtain details of an alternative account to transfer the Residual Funds, we will transfer the money to the Commonwealth Government in accordance with the “unclaimed money” regime.
- 77.3 Where Residual Funds have been transferred to the Commonwealth in accordance with this section, you have the right to claim your money. Please refer to ASIC’s website at [www.asic.gov.au](http://www.asic.gov.au) for details.

## **78 How we communicate with you**

- 78.1 We will communicate with you in relation to your Account or your Visa Card:
- (1) by written correspondence to your last-known address;
  - (2) electronically, by sending notices to your nominated email address;
  - (3) via SMS;
  - (4) via push notifications (for accountholders who have downloaded the Indue DCT App);
  - (5) by making the notices available on our website at [cdc.indue.com.au](http://cdc.indue.com.au); or
  - (6) by telephone.

78.2 You must let us know if any of your contact details change, otherwise we will communicate with you using the most recent details we have for you.

## **79 Changes to these Conditions of Use**

79.1 We may make changes to the terms set out in these Conditions of Use, including to the terms relating to:

- (1) your Account (including the restrictions that apply to your Account, the Blocked Merchants List, and the Internet Transfer Funds Restriction List); and
- (2) your Account functionality (including the Visa Card, Internal Transfers, External Transfers and BPAY).

79.2 If we do make any changes, we will notify you of those changes in accordance with the table below. However, advance notice may not be given where a change has to be made to ensure we immediately restore or maintain the security of our systems or of individual accounts or facilities. Unless otherwise specified in these Conditions of Use, we may notify you of changes as set out in the following table:

## Type of Change

New fee or increase in fee

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Increasing your liability for electronic transactions

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Changes to the interest rate

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Change in the way interest is calculated  
or paid to your Account

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Imposing, removing or changing a daily or periodic  
limit on transactions, a facility or electronic equipment  
such as the Total Daily Payment Limit and the daily  
Visa Card transaction limit

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Changes to the Restricted Goods

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Changes to the Blocked Merchants List

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Changes to the Internet Transfer Funds Restriction List

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Any change in accordance with a legislative  
instrument (other than those specified in this table)

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Any other change to a term or condition

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Time frame	Method of Notification
20 days in advance	By post or email
20 days in advance	By post or email
No later than the date of change	Notification on our website, by post or email
20 days in advance	By post or email
20 days in advance	By post or email
In advance of the date of change	By post, email or media advertisement
On the date of change or as soon as practicable afterward	By updating the Blocked Merchants List available <a href="http://cdc.indue.com.au/merchants">cdc.indue.com.au/merchants</a>
On the date of change or as soon as practicable afterward	By updating the Internet Transfer Funds Restriction List available at <a href="http://cdc.indue.com.au/cardholder">cdc.indue.com.au/cardholder</a> by email or by post
In advance of the change or as soon as practicable afterward unless the change has been publicised by the Cth Government (including any department of the Cth Government)	By post, email or media advertisement
In advance of the change or as soon as practicable afterward	By post, email or media advertisement

## **80 Anti-Money Laundering and Counter-Terrorism Financing**

80.1 You agree that:

- (1) where required, you will provide us with all information we reasonably request in order for us to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on us pursuant to the AML Legislation and relevant payment scheme rules;
- (2) we may be legally required to disclose information about you or your account to regulatory and/or law enforcement agencies;
- (3) we may block, delay, freeze or refuse any transactions where we, in our sole opinion, consider reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML Legislation, any relevant payment scheme rules or any other relevant law;
- (4) where transactions are blocked, delayed, frozen or refused by us in accordance with this section, you agree that we are not liable for any loss suffered by us, you or other third parties arising directly or indirectly as a result of us taking this action; and
- (5) we will monitor all transactions that arise in relation to your Account in accordance with our obligations imposed on us by the AML Legislation and applicable payment scheme rules.

## **81 Assignment of Rights**

- 81.1 You may not assign your rights under these Conditions of Use to any other person. We may assign our rights or transfer the Conditions of Use to a related third party, or an unrelated third party with dispute resolution procedures that are similar to ours or more favourable to you. If we do that, the terms in these Conditions of Use will apply to the transferee or assignee as if it were named as Indue.

## PART L – MEANINGS

In this document:

**Account** means the Cashless Debit Card Account established with us in accordance with these Conditions of Use;

**Account Number** means a unique number of digits used to identify the account at a financial institution. Your Account Number along with your BSB is printed on the back of your Visa Card and is also printed on your Account Statements;

**ADI** means authorised deposit taking institution;

**Alert** means notifications about certain events or conditions that you may select in your Alert Centre;

**Alert Centre** means the location in the Online Account Portal where you may select your Alerts and securely view your Alerts;

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

**Application form** means an application form for an Account available for download at [cdc.indue.com.au/volunteer](http://cdc.indue.com.au/volunteer);

**ATM** means Automatic Teller Machine;

**Available Balance** means the total balance in your Account less any unsettled transactions (for example any Visa Card transactions that are pending authorisation);

**Blocked BPAY Biller** means a business or category of business (such as a business that has been categorised as selling Restricted Goods) to whom you cannot make BPAY Payments from your Account, as described in section 23;

**Blocked Merchant** means a business or category of business such as a business that has been categorised as selling Restricted Goods to whom you cannot make payments from your Account, as described in section 37;

**Blocked Merchants List** means the list maintained at [cdc.indue.com.au/merchants](https://cdc.indue.com.au/merchants) which sets out those businesses or categories of businesses (such as bottle shops) where you will not be able to purchase goods or services either using your Visa Card or by making a BPAY payment;

**Business Day** means a day that we are open for business, excluding Saturdays, Sundays and national public holidays;

**BPAY and BPAY Scheme** means the electronic payments scheme operated by BPAY Pty Ltd which you use to make payments (BPAY Payments) on your behalf to participating organisations (BPAY Billers);

**BPAY Biller** means an organisation which sends bills that you can pay through BPAY;

**BPAY Biller Code** means the specific code associated with a BPAY Biller and which a BPAY Biller tells you to make a payment to;

**BPAY Payment** means a payment made by BPAY;

**BSB** means Bank State Branch and is the 6 digit number that identifies financial institutions and branches in Australia. Your BSB along with your Account Number is printed on the back of your Visa Card and is also printed on your Account Statements;

**Card Details** means the unique information associated with your Visa Card such as the number on the front of the card, the three digits on the back of the card (known as the “CVV”) and the expiry date;

**Cardlink Services Ltd** means Cardlink Services Ltd ABN 60 003 311 644 of PO Box 3545, Rhodes, New South Wales;

**Cashless Debit Card Program** means the Cashless Debit Card arrangements implemented in specific locations by the Commonwealth of Australia, in accordance with the Social Security Legislation;

**Centrelink** programmes are delivered by Services Australia and support people to access payments and services;

**Centrelink Customer Reference Number** means the unique number that Centrelink assigns to each of its customers, abbreviated to CRN;

**Code of Operation** means the “Code of Operation: Recovery of Debts from Department of Human Services (Human Services) Income Support Payments or Department of Veterans’ Affairs (DVA) Payments”;

**Customer Service Centre** means Indue’s support centre services available to address your queries or to provide any other assistance to you. Contact details for the Customer Service Centre are set out at the front of these Conditions of Use in the Summary of Important Information;

**Eligible Income Support Payment** means a “restrictable payment” as defined in Section 124PD(1) of the Social Security Legislation. If you are unsure as to whether you receive an Eligible Income Support Payment please contact your local Centrelink Service Centre;

**Eligible Income Support Payment Volunteer** means a person who receives an Eligible Income Support Payment, lives in a Program Location and has advised Centrelink that they would like to open an Account and have a portion of their income support payments deposited into an Account;

**ePayments Code** means the industry code of that name which is issued by the Australian Securities and Investments Commission (ASIC) from time to time and is available on the ASIC website at [www.asic.gov.au](http://www.asic.gov.au);

**External Transfer** means a transfer of money from your Account to an account with another Australian financial institution using the relevant BSB and Account Number;

**Indue** means Indue Limited ABN 97 087 822 464;

**Indue DCT App** means the mobile device application developed by Indue and available for download from the Apple App Store and Google Play Store;

**Internal Transfer** means a transfer of money from your Account to another person who holds an Account issued by Indue in connection with the Cashless Debit Card Program;

**Internet Transfer Facility** means the ability to transfer money from your Account to other accounts through the Online Account Portal. See section 17 for further information;

**Internet Transfer Funds Restriction Lists** means the list that Indue maintains on its website at [cdc.indue.com.au/cardholder](http://cdc.indue.com.au/cardholder) and which is described in section 17;

**Negative Balance** means an amount of less than \$0.00 in your Account;

**Online Account Portal** means the secure site located at [cdc.indue.com.au](http://cdc.indue.com.au) where you may log in to access information about your Account and your Visa Card and from where you can make requests to transact using your Account;

**Online Merchants** means merchants who accept Visa Card payments via the internet, mail order and telephone order;

**Permitted Nominee** means a person who is appointed to make financial decisions for you under a power of attorney;

**PIN** means the four-digit personal identification number you will need to enter into point-of-sale terminal devices to make purchases using your Visa Card;

**Program Location** means an area which has been specified in a legislative instrument in accordance with the Social Security Legislation;

**Program Participant** means a person who has been selected by Centrelink to participate in the Cashless Debit Card Program in accordance with the Social Security Legislation;

**Restricted Goods** means the following goods which you are not permitted to purchase using the money in your Account:

- (1) alcoholic beverages that contain more than 1.15% by volume of ethyl alcohol;
- (2) gambling services provided to you in the capacity of a customer (within the meaning of the *Interactive Gambling Act 2001 Cth*); and
- (3) any other goods or services determined by the Commonwealth of Australia from time to time in accordance with the Social Security Legislation;

**Social Security Legislation** means the *Social Security (Administration) Act 1999 (Cth)*;

**Temporary Replacement Card** Card means a temporary Visa Card issued to account holders in emergency situations for use until a permanent replacement Visa Card is received. See section 44 for further information about Temporary Replacement Cards and how to obtain one;

**Total Daily Payment Limit** means the maximum amount of funds that you can transfer out of your Account on any given day. See section 11.1 for further information about your Total Daily Payment Limit and section 11.3 for how you can change this limit;

**Unauthorised Transaction** means a transaction made using the money in your Account by a person other than you, who does not have authority to make the transaction;

**Verified by Visa Participating Merchant** means a merchant from whom online purchases can be made and who participates in the Verified by Visa program described in section 39;

**Visa** means Visa Worldwide PTE. Limited;

**Visa Card** means a plastic debit card issued by us to enable electronic access to the funds in your Account for purchase transactions in accordance with these Conditions of Use;

**You and Your** means the person that has established an Account with us; and

**Us and We** means Indue.

