

LINKED DINERS CLUB CARD TERMS AND CONDITIONS

Important: Please read these terms and conditions carefully before using your Diners Club Card.

We recommend that you keep this booklet for future reference. If you misplace this booklet or do not understand any part of it, please contact Diners Club by:

- Calling CitiPhone on: **13 24 84** (within Australia) or **+61 2 8225 0615** (from overseas)
- Mailing: GPO Box 40, Sydney NSW 2001
- Visiting the website: **www.citibank.com.au** and selecting 'Contact us' at the bottom of the home page.

Acceptance of these terms and conditions

Unless you have previously agreed to these terms and conditions, the first time you use or activate the Diners Club Card, the Account or, if you apply for them at the same time, your Citi Credit Card or account, you accept and agree to comply with these terms and conditions.

You acknowledge that these terms and conditions relate to the Diners Club Card which you can only have as a linked card to your Citi Credit Card.

Appointment of Citi as Diners Club's representative

Diners Club has appointed Citi to administer your Diners Club Card so for any enquiries you should contact Citi. If these terms and conditions require you to contact Citi or if you contact Citi when you have an enquiry on these terms and conditions, Citi will assist you as a representative of Diners Club.

Any credit balance in your Diners Club Card Account is not a deposit liability of Citi, or any other affiliate of Citi, is not a protected account and is not guaranteed.

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DINERS CLUB CARD TERMS AND CONDITIONS

1 Definitions

In these Diners Club Card Terms and Conditions, unless the context otherwise requires:

Account means the Diners Club Card account, being a charge card account that is linked to your Diners Club Card.

Additional Card means an additional or add on Diners Club Card issued at your request to a third party which is linked to the Account, and includes any replacement or reissued cards provided to the Additional Cardholder.

Additional Cardholder means the person to whom an Additional Card is issued.

Applicable Laws means the laws of Australia and any other jurisdiction to which Diners Club or a related entity of Diners Club is subject.

Australian Dollars means the lawful currency of the Commonwealth of Australia.

Available Credit means 'available credit' as this phrase is defined in the Citi Credit Card Terms and Conditions.

Business Day means a day on which banks are open for business in Sydney, but does not include any Saturday, Sunday or public holiday.

Cardholder means you and any Additional Cardholder.

Citi means Citigroup Pty Limited (ABN 88 004 325 080), Australian credit licence 238098.

Citi Credit Card means the credit card issued by Citi to the Cardholder to which the Diners Club Card is linked.

Citi Credit Card Terms and Conditions means the terms and conditions (as amended or replaced from time to time) of the contract for your Citi Credit Card to which your Diners Club Card is linked and are available to view at www.citibank.com.au.

Citi Credit Limit means 'credit limit' as defined in the Citi Credit Card Terms and Conditions.

Credit Limit means at any time the Citi Credit Limit, less any outstanding balance on your Citi Credit Card account at that time.

Diners Club/we/us/our means Diners Club Pty Limited ABN 35 004 343 051.

Diners Club Branded Card means a charge card issued to the Account and branded on the front with the Diners Club logo.

Diners Club Card means a charge card issued by Diners Club to the Cardholder and includes any Diners Club Branded Card or Additional Card and includes any replacement or reissued cards and may also be referred to as Diners Club Card and/or your Card.

Diners Club Electronic Access Conditions of Use means the terms and conditions relating to electronic transactions attached to this document as amended or replaced from time to time.

Fees means the fees and charges as introduced by Diners Club and notified to you from time to time.

Linked Diners Club Transfer means a transfer of balance from your Diners Club Card to your Citi Credit Card in accordance with these Diners Club Card Terms and Conditions.

Liquidated Damages means amounts by way of liquidated damages which Diners Club is entitled to recover under clause 6 in respect of your payment default.

Member Establishment means a person who has agreed with Diners Club to accept a Diners Club Branded Card or the use of an Account for the purchase of goods or services.

These terms and conditions include:

- (1) these Diners Club Card Terms and Conditions;
- (2) the application form submitted by the Cardholder to become a Diners Club Cardholder or Additional Cardholder

- (including any application form where you 'opted-in' to become a Diners Club Cardholder or Additional Cardholder); and
- (3) the Diners Club Electronic Access Conditions of Use.

You means the person in whose name the account is opened (and 'your' has a corresponding meaning).

2 Using your Diners Club Card

2.1 Signing your Diners Club Card

For security reasons, the Cardholder must sign the Diners Club Card as soon as the Cardholder receives it.

2.2 Where you can use your Diners Club Card

- (1) You and any Additional Cardholder can only use the Diners Club Card or the Account in accordance with these terms and conditions.
- (2) Diners Club is not responsible for, or liable for, any failure by any person to accept the Cardholder's Diners Club Card or the Account.
- (3) Diners Club does not make any warranty or representation regarding any goods or services purchased by you or any Additional Cardholder using the Diners Club Card or the Account.

2.3 Credit Limits and other limits

You can use the Account up to the Credit Limit by drawing any Available Credit. We can reduce your Credit Limit at any time and, if we do, we or Citi will notify you in writing.

We may authorise transactions that exceed your available Credit Limit.

You may request that transactions which would exceed your Credit Limit be rejected, but please note that we are unable to reject certain transactions, for example because of network rules or systems constraints (e.g. recurring card instructions). If you exceed your Credit Limit for any reason, you irrevocably authorise us to seek payments of any overlimit amount

by requesting Citi to do a Linked Diners Club Transfer of the overlimit amount to your Citi Credit Card within 5 Business Days of the overlimit amount appearing on your Account.

If payment by Citi to us of any amount to repay your Account makes your Citi Credit Card account overlimit, your Citi Credit Card Terms and Conditions will determine whether Citi will charge you an overlimit fee.

You cannot request Diners Club for an increase to the Credit Limit under these terms and conditions.

2.4 Restrictions on the use of your Diners Club Card

- (1) The Cardholder must not, or may be prevented from using the Diners Club Card for the purposes set out in clause 2 ('Limits on use') of your Citi Credit Card Terms and Conditions.
- (2) The Cardholder also won't be able to:
 - (a) arrange for a balance transfer from another account to your Diners Club Card;
 - (b) use your Diners Club Card to pay bills through BPAY; and
 - (c) use your Diners Club Card to obtain cash or cash advances under any circumstances.
- (3) Please be aware that Diners Club may refuse authorisation for a charge at any time, when it has reasonable cause to do so and without giving prior notice.
- (4) If you return any goods or are otherwise entitled to a refund in relation to any goods or services purchased with your Diners Club Card, you agree that the refund is to be provided to you by way of a credit to the Account and that you will not seek or accept the refund in cash.

2.5 Initiating charges to the Account

A Cardholder can only make a charge to the Account by:

- (1) presenting the Diners Club Card to purchase goods or services from a Member Establishment and authorising the transaction by:
 - (a) signing an approved charge form; or
 - (b) in accordance with the Diners Club Electronic Access Conditions of Use.
- (2) providing details of the Diners Club Card or the Account to a Member Establishment or any other person to make payment for goods or services in any manner acceptable to Diners Club (for example, by telephone, over the internet or by authorising a third person to debit the Account by way of direct debit); and
- (3) using any other method authorised by Diners Club from time to time.

2.6 Using your Diners Club Card overseas

If charges are incurred using a Diners Club Card or the Account in a currency other than Australian Dollars, the amount of the charge will be converted to Australian Dollars at the rate of exchange determined by Diners Club or Diners Club International (being the entity which manages the Diners Club Scheme internationally) or its settlement agency on the date that it received the charge for processing for transactions on a Diners Club Branded Card.

3 Liability for amounts charged

- (1) Subject to the application of clauses 7 and 10, you are solely liable for all amounts charged to the Account (including Liquidated Damages).
- (2) Where you have authorised the issue of an Additional Card, you will be liable for all charges made using that Additional Card or related to that Additional Card.
- (3) If a charge form is received by Diners Club for payment, Diners Club may rely on that charge form to debit the Account on the basis that the charge described in the charge form was properly incurred at the

Member Establishment in the amount, by the person and by the use of the Diners Club Card or Account referred to in that form. However, where the Diners Club Card has been reported lost or stolen, or where the Diners Club Card or Account has been reported as fraudulently used in accordance with clause 7, or a dispute is raised under clause 10, we may reverse the charge as though it had never applied to the Account. If the charge has been transferred to your Citi Credit Card then we may also request Citi to reverse such a charge as though the charge had never applied to your Citi Credit Card.

- (4) If we receive a refund (or some other refund verification acceptable to us) from a merchant, we will give you a refund. Refunds and any other payments credited to your Account will reduce your account balance. If the relevant charge to which the refund or the payment relates has been transferred to your Citi Credit Card then you irrevocably authorise us to pay the refund or the payment to Citi to apply it to your Citi Credit Card.
- (5) A dispute between you or Diners Club and a Member Establishment concerning a charge does not relieve you of your payment obligations in respect of that charge.
- (6) We may continue to debit to the Account, and you must pay us for any charges to the Account incurred after the Diners Club Card is cancelled or your right to use the Account is revoked. However, under the Diners Club Electronic Access Conditions of Use you will not be liable for charges in various circumstances, including where a charge is a result of fraud not involving you. You irrevocably authorise us to seek payments of these charges by requesting Citi to do a Linked Diners Club Transfer of these amounts to your Citi Credit Card within 5 Business Days of these charges appearing on your Account.

4 Statements

- (1) Diners Club will give a statement of account to you monthly unless where there have been no transactions during the statement period or otherwise the law does not require us to do so, in which case no statement of account will be given.

If you require statements more regularly, or if you require a particular statement, you can do this by:

- Calling CitiPhone on: **13 24 84** (within Australia) or **+61 2 8225 0615** (from overseas)
 - Mailing: GPO Box 40
Sydney NSW 2001
 - Visiting the website: **www.citibank.com.au** and selecting 'Contact us' at the bottom of the home page.
- (2) You should check all entries on each statement of account and report possible errors or unauthorised transactions to Citi (as Diners Club's representative) as soon as possible. You must do so in accordance with clause 7 of these terms and conditions.

5 Payment for charges incurred

- (1) You irrevocably authorise us to seek payments of any charge (including the purchases you make using your Diners Club Card) incurred on your Account by requesting Citi to do a Linked Diners Club Transfer of those charges to your Citi Credit Card. We may seek payment immediately on being notified of the charge, or later at our discretion. A Linked Diners Club Transfer will reduce your unpaid balance of your Diners Club Card.
- (2) You must pay Diners Club an amount equal to the sum of all charges (including Liquidated Damages) appearing on each statement of account immediately upon your receipt of that statement.

6 Liquidated Damages

- (1) If Diners Club seeks a payment from you under clause 5 and those amounts remain unpaid for 30 days then we may issue a default notice.
- (2) Liquidated Damages will be charged on the date that is 30 days after the date we issue the default notice.
- (3) The amount of Liquidated Damages that will be charged by Diners Club on the date referred to in clause 6(2) will be the greater of:
 - (a) \$30.00; and
 - (b) 3% of the overdue amount (or any part thereof) that remains unpaid on that date.

Any reference in this clause to the overdue amount includes any Liquidated Damages that have previously accrued, are due and remain unpaid.

7 Lost, stolen or fraudulently misused

- (1) You must immediately notify Diners Club if a Diners Club Card is lost or stolen, if a Replacement Card has not been received by you, or if you suspect that someone has fraudulently used a Diners Club Card, an Additional Card or the Account.
- (2) Subject to any provisions in the Diners Club Electronic Access Terms and Conditions, you are liable for charges incurred by the use of a lost or stolen Diners Club Card, or an Account that has been accessed fraudulently, to a limit of \$150.00 provided that you were not in any way involved in, or did not in any way benefit from, the theft or misuse. You are not liable for unauthorised charges incurred after you have notified us that your Diners Club Card is lost or stolen.

8 Enforcement expense

You agree to pay Diners Club, and authorise Diners Club to charge to the Account, all costs

or expenses reasonably incurred by Diners Club or its contractors or agents including Citi (including all legal costs and collection agency fees) in enforcing or collecting payment of any amount due under these terms and conditions.

9 Payment currency

All payments required under these terms and conditions must be made in Australian Dollars.

10 Dispute resolution

(1) If you disagree with any amount charged to, or shown as being paid into, the Account, please contact Citi as soon as possible by:

- Calling CitiPhone on: **13 24 84** (within Australia) or **+61 2 8225 0615** (from overseas)
- Mailing: GPO Box 40
Sydney NSW 2001
- Visiting the website: **www.citibank.com.au** and selecting 'Contact us' at the bottom of the home page.

You may be asked to provide Citi with written confirmation of your claim and any supporting evidence.

(2) You or an Additional Cardholder must tell us promptly if he or she has a complaint.

We will endeavour to resolve your complaint as soon as possible, however some complaints do take more time than others. If we anticipate that your complaint will take longer than 21 days to resolve, we will contact you within this time to provide you with an update on the progress of your complaint. Should it take longer than 45 days, we will contact you in writing to provide an explanation of the reason for the delay.

To view our full Complaints Resolution Policy, please visit **citibank.com.au/contactus**.

Contact us

You can email us directly with your feedback or issue and one of our representatives will get in contact with you to talk through the feedback:

Email: **citibank.com.au/contactus** and go to the 'Email Us', 'Online Feedback'

Local call: **13 24 84** (24 hours)

Overseas: **+61 2 8225 0615** (24 hours)

Contact our Customer Relations Unit

If our CitiPhone Customer Service Officer is unable to resolve the problem to your satisfaction, you can contact our Customer Relations Unit.

Email: aust.customeradvocacyunit@citi.com

Local call: **1300 308 935** (24 hours)

Overseas: **+61 2 8225 0615** (24 hours)

Write: Citigroup Pty Limited
Customer Relations Unit
GPO Box 204, Sydney NSW 2001

Not happy with the outcome?

If you are still not happy with the outcome, we encourage you to speak to our customer advocate or the Australian Financial Complaints Authority (AFCA).

Contact our customer advocate

Email: customeradvocate@citi.com

Write: Citi Customer Advocate,
GPO Box 204, Sydney NSW 2001

Australian Financial Complaints Authority (AFCA)

If you have been through our internal complaints process without a satisfactory resolution, you can take the matter to AFCA. This offers an independent dispute resolution process to customers.

Website: afca.org.au

Mail: GPO Box 3, Melbourne VIC 3001

Phone: **1800 931 678** (free call)

Email: info@afca.org.au

11 Fees and taxes

- (1) Diners Club is irrevocably authorised to charge your Account for any Fee that is due and payable. These Fees may be introduced or amended in accordance with clause 18.
- (2) You are liable for any tax, duty or other charge imposed by law in Australia (including stamp duty or goods and services tax, unless otherwise stated to be included in the price) incurred by Diners Club, or for which Diners Club is liable to reimburse another person, in respect of the supply or use of the Cardholder's Diners Club Card, the supply to, or use by, the Cardholder of the Account or any other transaction involving the Cardholder or a payment to the Account.

12 Cancellation and Suspension

12.1 Cancellation by Diners Club

We may close, cancel or suspend your Account or any payment facility at any time where:

- (1) your Account is in default under these terms and conditions;
- (2) you are in default under the Citi Credit Card Terms and Conditions;
- (3) if we do not have all the identification information we need;
- (4) we reasonably believe that by allowing the Account to remain open it may materially detriment our reputation;
- (5) we reasonably believe that by allowing the Account or payment facility to remain open, it may cause you or us loss, or to breach any law or code of conduct or any terms of this contract;
- (6) a card, security code, identifier or a process intended to prevent unauthorised transactions has been compromised;
- (7) your Citi Credit Card account is closed, cancelled or suspended; or

- (8) for any other reasonable basis not covered above in which case we will give you 60 days notice where practicable.

Where this happens because your Account is in default because of overdue payments, we will usually give you notice before we close, cancel or suspend your Account, but we may not always give notice before we take the action in other circumstances.

If we do not give you notice before we take the action, we will notify you as soon as possible afterwards. In relation to suspension of a payment facility, we will promptly reverse the action when the circumstances that caused us to take the action no longer apply. If we close your Account, your credit contract will end when the balance of the Account is zero.

Upon becoming aware of the cancellation or revocation, you must immediately stop using your Diners Club Card and the Account and must destroy your Diners Club Card and any Additional Card(s). If we reinstate your Diners Club Card at any time after cancellation and you have not destroyed your Diners Club Card these terms and conditions will continue to apply to the use of your Diners Club Card or any Additional Card(s), and the use of the Account by you or any Additional Cardholder.

12.2 Cancellation by you

- (1) You may close your Account or cancel a Diners Club Card by contacting us. If you do this we will take reasonable steps to promptly stop future transactions on the account or payment facility, however please note we are unable to reject some transactions, such as recurring card instructions.
- (2) Where you make a request:
 - (a) to us to cancel your Diners Club Card, you will be deemed to request the cancellation of that card as well as all Additional Cards;

- (b) to Citi to cancel your Citi Credit Card, you will be deemed to request the cancellation of the Cardholder's Diners Club Card and all Additional Cards; or
 - (c) to Citi to cancel an Additional Cardholder's Citi Credit Card, you will be deemed to request the cancellation of that Additional Cardholder's Diners Club Card.
- (3) If you close your Account, your contract will end 30 days after the date you ask us to close your Account, provided the balance of the Account is zero.
- (4) You remain responsible for all amounts withdrawn from your credit account. You must notify creditors accordingly to change your direct debit or recurring card instruction details. We assume no responsibility for return fees and charges.

12.3 Cancelling recurring instructions

- (1) You are encouraged to maintain a record of any regular payment arrangements (including direct debits and periodic payments) that you or an Additional Cardholder has with a Member Establishment or a service provider.

To change or cancel any regular payment arrangements, you should contact the Member Establishment or the service provider at least 15 days prior to the next scheduled payment. We are unable to reject recurring card instructions until you have successfully cancelled your regular payment arrangement. Please retain a copy of your request to change or cancel any regular payment arrangements with a Member Establishment or a service provider. You have the right to challenge a transaction if a Member Establishment or a service provider has not acted in accordance with your instructions.

- (2) If your Account is closed or your card number is changed, for example as a result of your previous card being lost

or stolen, you must contact the Member Establishment or service provider to cancel or change the details of your existing regular payment arrangements.

13 Our liability

Except as required by laws such as the Competition and Consumer Act 2010, fair trading legislation or other laws which may imply warranties into a contract to protect you or under the Diners Club Electronic Access Conditions of Use, Diners Club is not responsible or liable for:

- (1) goods or services purchased using a Diners Club Card or the Account. You may, however, have the right to claim a chargeback of transactions in certain circumstances. You should contact Citi for further details;
- (2) the failure by a Member Establishment to accept a Diners Club Card;
- (3) any dispute between you and a Member Establishment in relation to the supply, use or quality of goods or services. You may, however, have rights against that Member Establishment under the Competition and Consumer Act 2010, Australian Consumer Law or other consumer protection laws; or
- (4) any loss, costs or expenses incurred by you as a result of the action or inaction of any third party or as a result of any matter which is outside Diners Club's reasonable control.

Except as required by laws such as the Competition and Consumer Act 2010, Australian Consumer Law or other laws which may imply warranties into a contract to protect you or under the Diners Club Electronic Access Conditions of Use, Diners Club will not be liable for any indirect or consequential loss, costs or expenses that you may suffer or incur as a result of Diners Club failing to carry out its obligations to you under these terms and conditions.

14 Privacy

This section sets out important information about how Diners Club Pty Limited ('Diners Club') deals with your personal information, and where to go to find out more about privacy. In this section 'we/us' refers to Diners Club, Citi acting on our behalf, or (if relevant) any of our related companies

'You/your' means you and any Additional Cardholder.

14.1 Purposes for which we collect, use and disclose your information

Personal information is information or an opinion about an identified individual or an individual who is reasonably identifiable.

We collect, use and disclose your personal information:

- to identify you, conduct checks, understand your requirements, assess this application and future applications made by you and to set up, administer and manage your credit facilities and related services;
- to conduct reviews of your facility;
- to manage promotions and provide benefits associated with your card;
- to manage complaints and disputes, and deal with dispute resolution bodies;
- to comply with applicable laws both in Australia and overseas including: (a) the Anti-Money Laundering and Counter-Terrorism Financing Act; (b) State and Territory property legislation and other property-related laws (for example, to register and search for security interests) which may authorise or require us to collect your personal information; and
- for other purposes as listed in our Privacy Policy and Credit Reporting Policy.

We will use your information for the purposes we collected it for, as well as for related purposes where you would reasonably expect us to. If you do not provide us with

the information we may not be able to assess your application, or administer the products or services that you are seeking.

We usually collect your personal information directly from you. However, we may need to collect personal information about you from third parties, for example, in order to assist us to process your application or to locate or communicate with you.

Where you have provided information about another individual, you must make them aware of that fact and the contents of this privacy notice, and have obtained their consent to make this disclosure to us.

14.2 Disclosures of your information

We may disclose your personal information to other related companies and their affiliates, or business partners, for the purposes for which we collect, use and disclose your personal information, and for related purposes where you would reasonably expect us to, and they may disclose or use your personal information for those purposes. We may disclose to, and obtain personal information about you from:

- each other;
- each of our affiliates, sales agents and organisations that carry out functions on our behalf including card schemes, mailing houses, data processors, collection agents, researchers, data warehouses, specialised data matching and trending service providers, consultants, auditors, marketing service providers, and data and document management providers;
- reward providers or other partners and their service providers;
- other credit providers;
- any signatory or guarantor, or proposed guarantor, to the facility for which you are applying;
- any broker, introducer, financial, legal or other adviser acting in connection with your facility or application;

- regulatory and tax authorities in Australia and overseas;
- credit reporting bodies ('CRB') (see 'Exchange of information with credit reporting bodies' below);
- external dispute resolution bodies;
- any insurer relating to a facility of yours;
- organisations wishing to acquire an interest in any part of our business;
- social media and other virtual communities and networks where people create, share or exchange information;
- any entity where disclosure to, or collection from, such an entity is required or authorised by law; and
- as further set out in our privacy policies.

14.3 Disclosures to overseas recipients

Some of the recipients to whom we disclose your personal information may be based overseas. It is not practicable to list every country in which such recipients are located but it is likely that such countries will include the United States of America, India, the Philippines, Malaysia, Hong Kong and Singapore.

14.4 Exchange of information with credit reporting bodies and other information services

If you have made an application for consumer or commercial credit, or have obtained consumer or commercial credit from us, you agree that we can obtain credit reporting information about you from a CRB for the purposes of assessing any application for consumer or commercial credit and collecting payments that are overdue in relation to consumer or commercial credit. You also agree that we can obtain, from any business providing information about commercial credit-worthiness, commercial credit reports about you for the purposes of assessing applications for consumer or commercial credit.

We may disclose personal information about you (including credit information, such as details about the credit that we provide to you, your repayment history and any repayment defaults) to, and obtain credit reporting information about you from, CRBs. CRBs may include that information in reports provided to us and other credit providers to assess your credit worthiness. Our Credit Reporting Policy contains information about credit reporting, including the CRBs with which we may share your personal information, their contact details, the type of credit reporting information we share with them (which includes information in relation to defaults and serious credit infringements), and your rights in relation to them (including requesting a CRB not to disclose your credit reporting information if you believe you have been or are likely to be a victim of fraud, or not use your credit reporting information for pre-screening of direct marketing).

We have the right to conduct reviews of your facility from time to time and at our sole discretion. You acknowledge that we will provide personal information to a CRB as permitted by the Privacy Act for each review and that a credit report may be obtained from a CRB for the purpose of any such review.

14.5 Our Policies (including how to access and correct information and make a complaint)

Our policies include information on how you can access and/or seek correction of the personal information (including credit information and credit eligibility information) we hold about you. Our policy also contains information as to how you can complain about a breach by us of the Privacy Act (including the credit reporting provisions in Part IIIA and the Credit Reporting Code) and how we will deal with such a complaint. It also sets out details of the CRBs to whom we disclose your personal information and how to contact them and seek copies of their policies for handling your personal information.

14.6 Your Marketing Communications Preferences

We, our affiliate companies and our or their partners may use your personal information to keep you informed about offers relating to this product and other products, services, and offers which may be of interest to you. They may do this by phone, mail, email and SMS or other electronic messages. These consents operate indefinitely and shall remain in effect unless and until you notify us that you do not want to receive such communications. You can contact us to update your marketing preferences at any time. If you do not wish to receive these communications please notify us in writing or by calling us. Note: If you have not told us that you do not wish to receive these communications by phone, you may be contacted even if you have registered your phone number on the national Do Not Call Register.

In order to carry out our direct marketing, we collect your personal information from and disclose it to others that provide us with specialised data matching, trending or analytical services, as well as general marketing services. We may use online targeted marketing, data and audience matching and market segmentation to improve advertising relevance to you. We may also collect your personal information for marketing through competitions and by purchasing contact lists.

14.7 Call recording

Your telephone calls and conversations with us may be recorded and monitored for quality, training and verification purposes.

14.8 More information and contacting us

You can view the Diners Club Privacy Policy or Credit Reporting Policy on our website at www.dinersclub.com.au/privacy.htm

If you wish to find out more information, notify us that you don't want to receive communications, or raise any specific or general concerns about us and our Privacy Policies, the contact details are as follows:

Citi Privacy Officer

PO Box 204

Sydney NSW 2001

Telephone: 1300 360 060

Email: privacy.officer@citi.com.au

15 Inconsistency

If there is an inconsistency between the Diners Club Electronic Access Conditions of Use and these terms and conditions, the Diners Club Electronic Access Conditions of Use prevail to the extent of that inconsistency. If these terms and conditions or the Diners Club Electronic Access Conditions of Use require us to do something which is inconsistent with the Citi Credit Card Terms and Conditions then the Citi Credit Card Terms and Conditions will prevail.

16 Changes to these Terms and Conditions

We may change the terms and conditions applicable to your Account, including changing any condition, fees and charges. A change binds you and any Additional Cardholder.

We may tell you about a change by writing to you at your last known address or in other ways allowed by Applicable Laws or industry codes (e.g. in some cases by press advertisement). Changes to some government fees may be advertised by government rather than us. The following notice periods apply:

As soon as reasonably possible	Reducing your obligations (e.g. fees) or extending the time for payment. Reducing your credit limit
At least 30 days	Any other change we make other than those changes that we expressly agree with you

17 Notice

- (1) The parties can give notice to each other under these terms and conditions by post, facsimile or in any manner permitted by law.

- (2) Where Diners Club gives notice to you by post, you agree that, unless otherwise stated in these terms and conditions, the notice is deemed to have been given to you:
 - (a) if the notice has been sent by Citi on behalf of Diners Club;
 - (b) on the date of actual receipt of the notice; or
 - (c) on the date it would have been delivered in the ordinary course of post, whichever occurs first; and
 - (d) if it is sent to your last known address according to Diners Club's or Citi's records.
- (3) The Additional Cardholder agrees that, except where separate notices are required to be given by law, notice given by Diners Club to the Cardholder in accordance with these terms and conditions constitutes notice to the Additional Cardholder.
- (4) Where you agree to receive, or Citi may otherwise send, notices regarding your Citi Credit Card electronically, we may provide notices in the same manner.

18 Waiver and exercise of rights

A single or partial exercise of a right by us does not preclude another exercise or attempted exercise of that right or the exercise of another right. Failure by us to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver.

19 Assignment

Subject to Applicable Laws, we may sell, transfer, novate or assign any of our rights or obligations relating to your account to anyone without your consent. We will notify you of any sale, transfer, novation, assignment or related arrangements if they have the effect of replacing us as the provider of credit to you, replacing us as the entity responsible for decisions about your account, cause detriment

whether financial or otherwise to you, or limit or reduce your rights under these conditions. Neither you nor any Additional Cardholder may sell, transfer, novate or assign your or their rights and obligations relating to your Account without our consent.

20 General

- (1) Diners Club Cards are the property of Diners Club and are not transferable.
- (2) These conditions are to be interpreted in accordance with laws of New South Wales. You agree to use only Australian courts, tribunals or other dispute resolution bodies if there is a dispute relating to these conditions.
- (3) If any of these conditions are, for any reason, invalid, illegal or unenforceable, it is to be read down to the extent of the issue, and the remaining provisions will remain valid and enforceable.

21 Changing your details

If you change your name or address, you must notify Diners Club as soon as possible by:

- Calling CitiPhone on: **13 24 84** (within Australia) or **+61 2 8225 0615** (from overseas); or
- Mailing: GPO Box 40, Sydney NSW 2001; or
- Visiting the website: **www.citibank.com.au** and selecting 'Contact us' at the bottom of the home page.

DINERS CLUB ELECTRONIC ACCESS CONDITIONS OF USE

These terms and conditions form part of the contract relating to the use of your Diners Club Card and the Account.

They apply when you or any Additional Cardholders make a funds transfer to or from the Account, but only where:

- the transfer is initiated through electronic equipment;
- you or any Additional Cardholder use a code, PIN, password, the Cardholder's Diners Club Card or card details to make the funds transfer; and
- the Cardholder's signature is not used to authorise the transaction.

Please note that a funds transfer includes a range of transactions such as a purchase or payment.

Diners Club doesn't subscribe to the e-Payments Code but we will comply with it for the purposes of your Diners Club Card.

1 Definitions

Words and phrases defined in your Diners Club Card Terms and Conditions will have the same meaning when used in these Conditions of Use (unless also defined below) and the following definitions will also apply, unless the context requires otherwise.

Access Method means a method which we authorise you and any Additional Cardholder to use to give us instructions to charge the Account and which requires you and any Additional Cardholder to use one or more of your Diners Club Card or Diners Club Card details, a PIN or other Code. It does not include any method where you or any Additional Cardholder authorise the transaction by signing a voucher or other document.

ATM means an automatic teller machine.

Code means any information which is intended to be known only by you, any Additional Cardholder and us, we require you to keep secret and which is used to access the Account using Electronic Equipment. It includes your PIN.

Conditions of Use means the Diners Club Electronic Access Conditions of Use

EFT institution's equipment means any electronic equipment and any electronic system, communications system or software controlled by or on behalf of an institution that

subscribes to the ePayments Code to facilitate EFT transactions.

EFT transaction means an electronic funds transfer initiated by you or an Additional Cardholder by giving us an instruction (directly or indirectly), through electronic equipment (such as an ATM or POS, computers, television and telephone), to debit the Account.

Electronic Equipment includes electronic terminals (such as ATMs and POS), computers, television and telephone.

Electronic funds transfer means a transfer of value to or from the Account (regardless of whether the Account has a debit or credit balance before or after the transfer of value).

PIN means any information which is intended to be known only by you or an Additional Cardholder and Diners Club which is used to access the Account using Electronic Equipment.

POS means an electronic point of sale terminal.

2 Using your Diners Club Card or Account electronically

(1) These terms and conditions form part of the contract relating to the use of your Diners Club Card and the Account. They apply when the Cardholder make a funds transfer to or from the Account, but only where:

- the transfer is initiated through electronic equipment;
- the Cardholder uses a code, PIN, password, your Diners Club Card or card details to make the funds transfer; and
- the Cardholder's signature is not used to authorise your transaction.

Please note that a funds transfer includes a range of transactions such as a purchase or payment.

(2) The Cardholder can charge amounts to the Account (for example, making a purchase electronically) using:

- (a) the Diners Club Card and the Cardholder's PIN at a POS;
- (b) the Cardholder's Diners Club Card details (which may include the Cardholder's card number and expiry date) online or over the phone with Member Establishments who allow the Cardholder to do online or over the phone card transactions; or
- (c) any other method authorised or approved by us.

3 Changes to these Conditions of Use

- (1) Diners Club may change these Conditions of Use at any time.
- (2) Diners Club will give you at least 30 days (or any longer period required by legislation) prior written notice of any change that:
 - (a) imposes or increases a charge you have to pay for using an Access Method or issuing an additional or replacement Access Method;
 - (b) increases your liability for losses relating to an EFT transaction; or
 - (c) imposes, removes or adjusts the daily or other transaction limits applicable to the use of an Access Method, an account or Electronic Equipment.
- (3) Diners Club will give you reasonable advance notice of any other change by:
 - (a) notice on or with your statement of account;
 - (b) other notice in writing;
 - (c) press advertisement;
 - (d) notice on or adjacent to ATMs; or
 - (e) any other method permitted or required by law.
- (4) Diners Club does not have to give you advance notice where an immediate

change to these Conditions of Use is necessary to restore or maintain the security of our system or the account.

4 Records of EFT transactions

We recommend that you keep all receipts and receipt information for your records and check it against information in your statements of account.

5 Diners Club Card and Code Security Guidelines

The Security of your Diners Club Card and the Cardholder's PIN is very important.

Your basic obligations concerning Diners Club Card and PIN Security and some suggestions to help you meet these obligations are set out in clause 12 of the Citi Credit Card Terms and Conditions.

If you or an Additional Cardholder do not keep the Diners Club Card and PIN secure, you may be liable for transactions on the Account that were not made by you or an Additional Cardholder, however we will apply the ePayments Code to determine your liability. Some examples of where you are liable, not liable, and partially liable are set out in clause 12 of the Citi Credit Card Terms and Conditions (the ePayments Code sets out more details).

For the purposes of these terms and conditions, clause 12 of the Citi Credit Card Terms and Conditions is to be read so that each reference to:

- 'we'/'us'/'our' is Diners Club;
- 'card' or 'account' is to be read as though 'account' or 'card' is your Diners Club Card or Account;
- 'cardholder' is the Cardholder;
- 'additional cardholder' is the Additional Cardholder;
- 'transaction' is a transaction on your Diners Club Card;
- 'security code' is a Code or PIN; and

- 'these conditions' are these terms and conditions; and
- all other words or phrases have the same meaning as defined in these terms and conditions unless the context requires otherwise.

6 Things you must tell Diners Club

You must notify us immediately where any of the security breaches set out under 'You need to notify us of security breaches (including unauthorised transactions)' in clause 12 of the Citi Credit Card Terms and Conditions occur.

7 Liability for unauthorised transactions

Warning: If the security of your Diners Club Card or PIN is compromised, for example, if you lose your Diners Club Card and PIN, someone else may be able to draw against your Available Credit or authorise a transaction against your Account.

This clause 7 applies in relation to any EFT transaction that is charged to the Account and has not been authorised by you or an Additional Cardholder. We call these unauthorised transactions. They do not include any transactions carried out by you or by anyone performing a transaction with your knowledge and consent.

The circumstances where you will be liable for unauthorised transactions are set out under 'When are you liable for electronic unauthorised transactions?' in clause 12 of the Citi Credit Card Terms and Conditions.

8 We are not liable

The circumstances where we are not liable for unauthorised transactions are set out under 'Things we aren't responsible for' in clause 13 of the Citi Credit Card Terms and Conditions.

We are not liable for the refusal of any Member Establishment to accept the Cardholder's Diners Club Card or Account and, to the extent permitted by law, are not responsible for the goods and services supplied by a Member

Establishment. Any complaints concerning the goods and services must be resolved with the Member Establishment. You may however, have the right in certain circumstances to claim a chargeback of the transaction. You should contact Citi for more information.

For the purposes of these terms and conditions, clause 13 of the Citi Credit Card Terms and Condition is to be read so that each reference to:

- 'we'/'us'/'our' is Diners Club;
- 'card' or 'account' is to be read as though 'account' or 'card' is your Diners Club Card or Account;
- 'cardholder' is the Cardholder;
- 'additional cardholder' is the Additional Cardholder;
- 'transaction' is a transaction on your Diners Club Card;
- 'these conditions' are these terms and conditions; and
- all words or phrases have the same meaning as defined in these terms and conditions unless the context requires otherwise.

9 Failure of Diners Club's system or equipment

- (1) Subject to condition 9(2), we are responsible to you for any loss caused by a failure of an EFT institution's equipment to complete a transaction accepted by that equipment in accordance with the Cardholder's instructions.
- (2) If you or the Additional Cardholder were aware, or should have been aware, that the EFT institution's equipment was unavailable for use or malfunctioning, then our responsibility may be limited to correcting errors in the Account and refunding any charges or fees imposed on you as a result.

10 Complaint investigation and resolution procedures

To the extent that a dispute or complaint relates to an EFT transaction, clause 9 of your Diners Club Electronic Access Conditions of Use will apply.

For further information:

- Calling CitiPhone on: **13 24 84** (within Australia) or **+61 2 8225 0615** (from overseas); or
- Mailing: GPO Box 40, Sydney NSW 2001; or
- Visiting the website: **www.citibank.com.au** and selecting 'Contact us' at the bottom of the home page.

