

Visa Credit Card Terms and Conditions.

November 2021



kinabank

Together it's possible

Contact Details.

Important Notice

This document does not contain all the pre-contractual information required to be given to you.

Contact Details:

Ph: 180 1525 +675 308 3800

E-mail: kina@kinabank.com.pg

Web: www.kinabank.com.pg

Street Address:

Kina Bank Limited

Level 9 Kina Bank Haus

Douglas Street

Port Moresby NCD 121

PAPUA NEW GUINEA

Postal Address:

P.O. Box 1141

Port Moresby NCD 121

PAPUA NEW GUINEA

Banking Hours:

8.45am - 3.00pm

Monday to Thursday (excl. Public Holidays)

8.45 - 4.00pm

Friday (excl. Public Holidays)

10am-2pm Weekend (Vision City Branch excl. Public Holidays)

Cardholder Enquiries/Lost or Stolen Cards: (Local and Overseas Calls)

Phone: 180 1525 or +675 308 3800

E-mail: kina@kinabank.com.pg

Swift code: KINIPGPG

Note: Cards lost in Papua New Guinea or Overseas must be promptly reported to Kina Bank Call Centre via the telephone and/or fax number and e-mail listed above. All cards that are reported lost or stolen are automatically cancelled.



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Introduction.

The credit card contract governs the operation of the credit card account and your use of a Kina Bank credit card. It is important that you read and understand the credit card contract. Please contact Kina Bank if you do not understand or are unsure about any aspect of the credit card contract.

Information on current interest rates, fees and government charges is also available at any Kina Bank Branch on the Kina Bank website or by calling Kina Bank on numbers at the front of this document.

Definitions

The following definitions apply unless otherwise stated:

"Account" means any Kina Bank account which can be operated by a credit card and which the account holder has nominated for use in this way and includes a credit card account.

"Additional cardholder" means the person in whose name the credit card account has been opened.

"Bank" means Kina Bank Limited and its successors and assigns.

"Kina Bank business day" means any day on which Kina Bank is open for business but excludes a day which is gazetted as a public holiday. Saturday and Sunday are not considered business days although some Kina Bank Branches may be open for business in Papua New Guinea.

"Kina Bank Group Member" means Kina Bank and its branches, representative offices, regional offices, subsidiaries, affiliates, related entities, employees, officers and agents, in the country.

"Cash advance" means a debit to the credit card account (whether or not the credit card account is in credit or in debit):

- a) Which results in your receiving actual cash (whether at a branch or via electronic equipment or by other means);
- b) Where the funds are used to purchase 'cash equivalent' items such as gambling chips;
- c) Where the funds are used by you to make a payment to a person who does not accept credit payments from the credit card account. This may include payments through Kina Bank Internet Banking; or
- d) Where the funds are credited to any other held by you or a third party with Kina Bank or another financial institution.

"Credit card" means a credit card issued by Kina Bank to you for use on your credit card account which is subject to these Conditions of Use.

"Credit card account" means the account set out in the Letter of Offer or any other account opened in accordance with this credit card contract, for example, if your credit card is lost or stolen. "credit card contract" means the Letter of Offer and Parts A and B of these Conditions of Use.

"CRN" means customer reference number.

"Eftpos" stands for Electronic Funds Transfer at Point of sale.

"Inactive account" means a credit card account that has not been operated by you either by deposit or withdrawal for a period of twenty-four (24) months.

"Letter of Offer" means the Letter Kina Bank send to the account holder offering a particular credit account.

"Overdue amount" any minimum monthly repayment that remains unpaid from previous statements of account.

"Over limit amount" means the amount by which, at any time, the outstanding balance of the credit card account exceeds the approved credit limit.

"PIN" means personal identification number, that is the code of numbers or letter that you use with your credit card through electronic equipment.

"Purchase price" is the actual amount payable by you to a merchant for the supply of goods and services or the amount



of a cash advance for which Kina Bank has made payment, or will make payment, to the merchant or merchant's bank (whether or not the same amount is paid by Kina Bank to the merchant or merchant's bank).

"Transaction" means any purchase, cash advance or funds transfer.

"You" and **"your"** means the person in whose name the credit card account has been opened and where relevant, also means the additional cardholder.

"Account" means your Kina Bank account (s) that are linked to your Visa Debit card.

"Account Holder" means the person or person(s) in whose name the account is opened under and is the signatory to the account.

"ATM" means Automatic Teller Machine.

"Business Day" means any day on which Kina Bank generally opens for business but excludes a day on which is gazetted as a public holiday.

"Card" refers to a Kina Bank Visa Classic Credit Card or Kina Bank Visa Credit Gold Card.

"Cardholder" means the Customer to whom Kina Bank issued a Visa Credit Card.

"Card-Not-Present Transaction" means a transaction that is carried out where the Cardholder and the Visa Credit Card are not present at the time of usage. These transactions include but are not limited to telephone, internet or mail.

"Card Verification Value" means the 3-digit number printed on a card for security purposes.

"Chip Card" refers to a standard size plastic debit or credit card that in addition to magnetic stripe has a microchip embedded in it.

"Card Transaction" means any type of transaction effected by using the Visa Credit Card, account or PIN.

"Contactless Transaction" means a transaction that is carried out by holding your Card, and/or a device upon which a Digital Card is stored, if in each case it is enabled to effect contactless transactions, near a terminal which is enabled to accept contactless transactions.

"Eftpos" is Electronic Funds Transfer Point of Sale, a merchant facility which allows customers to pay for their purchases and obtain cash out using their Visa Credit Card.

"EMV" means Europay, Mastercard and Visa, and is a global standard for payments using chip cards.

"FATCA" means Foreign Account Tax Compliance Act.

"Kina Bank" or **"the Bank"** or **"We"** or **"Us"** or **"Our"** means Kina Bank Limited including its employees, agents, its successors and assigns.

"Liability Shift" means the change in financial responsibility, to either a merchant or bank should a fraudulent transaction take place.

"Merchant" refers to a provider of goods or services who accepts payment made by card. "PayWave" allows you to make small value purchases by using the "Tap to Pay" function.

"PNG" means the Independent state of Papua New Guinea.

"Transaction Limit" means the maximum daily limit set by us in respect of your card transaction.

"Recurring Transaction" means a regular transaction that you have authorised a merchant or Third Party to make on your account.

"Third Party" refers to anyone other than the cardholder.

"Unauthorised Transaction" refers to any transaction that is not authorised or made without your knowledge.

"Visa" refers to Visa Worldwide Pte Limited.



Part A.

The Kina Bank Credit Card Contract

1. Agreeing to the terms of the credit card contract

Kina Bank is the credit provider for this credit card contract. You accept Kina Bank's offer to provide credit on the terms and conditions in the credit card contract when the credit card account is first used or by doing anything else described in the Letter of Offer as indicating your acceptance.

2. Opening an Account

Kina Bank shall have the sole discretion as to the opening of any account. In accordance with the law, any person opening a new account, including any additional cardholder, must be identified and verified by Kina Bank. The person must comply with Kina Bank's requirements for identification and verification, and must complete, to Kina Bank's satisfaction, all account opening documentation and provide any information or documents requested by Kina Bank including where required for the purposes of complying with any applicable anti-money laundering or other laws, regulations and policies, or as may be required under laws and or by agreements with government agencies or revenue authorities (whether local or foreign) to make enquiries about the person's tax status.

The Credit Limit

3. The Credit Limit

Your credit limit is set out in the Letter of Offer and is for the credit card account. If Kina Bank issues more than one credit card for use on your credit account, no separate limit applies for each credit card. The account holder can request Kina Bank to increase the credit limit at any time.

You must not exceed the credit limit unless Kina Bank has consented in writing or Kina Bank otherwise authorises the transaction which results in the account holder's outstanding balance exceeding the credit limit. By authorising a transaction which results in the account holder's outstanding balance exceeding the credit limit, Kina Bank is not increasing the account holder's credit limit. Any over limit amount must be paid immediately.

The Visa Credit Card is not transferable, and you shall not transfer or otherwise part with the control, custody or possession of the Visa Credit Card. It may only be used to effect transactions during the validity period by the person to whom we issue the Visa Credit Card.

Using the credit card account

4. How you can use the credit card account

The credit card account must be used wholly and exclusively for your personal use. You must not use the credit card account for any unlawful purpose, including the purchase of goods and services prohibited by the laws of the jurisdiction you are in.

5. Additional Cardholders

Kina Bank may issue an additional credit card to any person the account holder nominates, provided that person is over the age of eighteen (18) years. The account holder is responsible to Kina Bank for the operation by an additional cardholder of the credit card and any other account linked to the credit card account. The account holder should therefore ensure that each additional cardholder receives a copy of the credit card contract and reads and understands it.

The account holder acknowledges and agrees that any additional cardholder can:

- a) Operate the credit card account and any account linked to the credit card account in the same way that an account holder can (however, an additional cardholder cannot ask Kina Bank to increase the credit limit or nominate another person to receive an additional credit card).
- b) Obtain information about the credit card account and any account linked to the credit card account in accordance with the law and with any authorisation given by the account holder.



6. Credit card acceptance

A credit card will normally be honored by financial institutions and merchants displaying the appropriate credit card symbol. However, credit card promotional material displayed on any premises cannot be taken as a warrant by the financial institution, merchant or any person carrying on business there that all goods and services available at this premises may be purchased with the credit card. The price charged by merchants for goods and services purchased using a credit card may vary from the price for goods or services purchased using cash.

Unless required by law, Kina Bank does not accept any liability if any institution or merchant displaying a credit card symbol refuses to accept or honor a credit card and for goods or services purchased with a credit card. Any complaints about goods or services purchased with a credit card must be resolved directly with the merchant concerned.

7. Credit card validity and expiry

For security reasons, your credit card must be signed immediately by the person in whose name it has been issued and must only be used within the 'valid from' and 'until end' dates. You must also ensure that as soon as any credit card issued in relation to the credit card account expires, it is destroyed, by cutting the card (including the embedded microchip on the card) diagonally in half or return the expired card to a Kina Bank branch for assistance with its destruction.

8. Using your credit card outside PNG

When using your credit card outside PNG, you must comply with all requirements of these Conditions of Use and the Kina Bank Card Program PNG Terms and Conditions (as applicable).

a) All purchases, cash advances and other amounts to be debited to the credit card account that are incurred in a currency other than PNG Kina will be converted into PNG Kina by Visa. The conversion rate used is a wholesale market rate selected by Visa from a range of wholesale rates one (1) day before conversion of the relevant amount by Visa.

b) Your card is not meant to be used for business import, business service payment, business capital repatriation, other similar type business obligations or personal capital repatriation. The use of your Kina Bank Visa Credit Card to pay for goods and services outside of PNG is considered an overseas remittance. Under the Bank of Papua New Guinea Exchange Control Regulations, the PNG Central Bank Act 2000 and the PNG Income Tax Act 1959 (as amended from time to time);

- There are Balance of Payment reporting requirements which must be satisfied.
- Individuals are prohibited from remitting overseas more than K500, 000 per calendar year (or such lesser limit as may be imposed by law) for non-import payments without a Tax Clearance Certificate.

As such, Kina Bank is obligated to; monitor your card usage, make enquiries into remittance activities, request supporting documentation, and ensure the timely completion and lodgment of prescribed forms. Failure to comply could result in your card services being suspended or withdrawn.

Transactions on your credit card account

9. Transaction on the credit card account

The account holder agrees that Kina Bank can debit the credit card account with all transactions authorized by you. Transactions can be authorised by you by:

- a) Using your credit card, alone or together with your PIN, at any electronic terminal; or
- b) Presenting your credit card to a merchant and signing a voucher or other documentation acceptable to Kina Bank authorising the transaction; or
- c) Providing the credit card account details to merchant or to any other party to whom payment is to be made, either directly or via a third party, in a manner acceptable to Kina Bank; or
- d) Transferring funds electronically using Kina Bank's Internet Banking.

You can authorise a transaction for either a particular amount or for particular goods or services. When you authorise a transaction:

- a) You are confirming the validity of the amount of the transaction, that is, the transaction correctly represents the purchase price of the goods or services obtained, or the amount of the cash advance; and



- b) The account holder is agreeing to pay (in PNG Kina i.e. PGK) the amount of that transaction; and
- c) You agree that Kina Bank provides you with credit equal to the amount of the transaction on the date on which you make the transaction.

10. Anti-Money Laundering, Counter Terrorism Financing and Sanctions

- a) You agree that Kina Bank may delay, block or refuse to process any transaction without incurring any liability if we suspect or have reasonable grounds to suspect that the transaction:
 - i) May breach any law in PNG or any other country.
 - ii) Involves or may involve any person (natural, corporate, government, trust, partnership) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by any supra-national organization, official body, the United States, the United Nations, the European Union or any country; or
 - iii) May directly or indirectly involve the proceeds of or be applied for the purposes of conduct which is unlawful in any country.
- b) You must provide all information to Kina Bank which we reasonably require in order to manage our money-laundering, terrorism-financing or economic and trade sanctions risk and to comply with any laws in relation to these in PNG or any other country.
- c) You agree that Kina Bank may disclose any information concerning yourself to any:
 - i) Law enforcement, regulatory agency or court where required by any such law or regulation in PNG or elsewhere.
 - ii) Correspondent Kina Bank uses to make the payment for the purpose of compliance with any such law or regulation.
- d) Unless you have disclosed that you are acting in a trustee capacity or on behalf of another party, you warrant that you are acting on your own behalf in entering into this credit card contract. If you are acting on behalf of another party (such as a trustee), you must provide the details of the beneficial owner of the funds to Kina Bank, as may be required by Kina Bank from time to time.
- e) You declare and undertake to Kina Bank that the processing of any transaction by Kina Bank in accordance with your instructions will not breach any laws in PNG or any other country.

11. Cash Advances

You can obtain cash advances using your credit card. For Kina Bank issued credit cards that have cash advance available, the minimum cash advance available at Kina Bank ATMs in PNG is K50. The amounts may vary for cash advances obtained overseas. The minimum amount of any cash advance also vary between financial institutions. Unless we have agreed in writing, you cannot obtain cash advances of more than PGK2,000 per day at Kina Bank ATMs in PNG, other than as an over the counter withdrawal. You may be required to produce suitable identification when requesting a cash advance.

12. Authorisations

Before any transaction is made, the merchant or other person involved in the transaction may obtain an authorisation for the transaction. This authorisation is for the purpose of establishing that there are sufficient funds available in the credit card account for the transaction. Once the authorisation is obtained, it will reduce the amount of available funds in the credit card account.

13. Direct Debits and other standing authorities

You can at any time, authorise another person or company ("a third party") to transact on your personal credit card account.

To cancel such an authority, you must notify that third party according to any arrangements between you and third party. Until you cancel the authority or that authority expires, the third party is entitled to request Kina Bank to debit the credit card account and Kina Bank is obliged to process any request in the ordinary course.

In some circumstances, if your credit card account number changes (for example, if your credit card account is closed or your credit card is lost or stolen), or your credit card is cancelled and if you fail to provide alternative payment details (for



example, your new credit card account number) to the third party, Kina Bank may stop processing the transactions, after giving notice to the third party and this may cause the third party to stop providing the goods and services.

Statements of Account

14. When will the account holder receive a statement of account

Kina Bank will mail a statement of account to the account holder in respect of each statement period unless:

- a) At the end of the statement the credit card account balance is less than PGK10 (or any other limit prescribed by law) and no amounts have been entered on the credit card account since the previous statement period (other than debits for government charges or duties on receipts or withdrawals); or
- b) Kina Bank wrote off the balance owing under the credit card contract during the statement period and no further amounts have been debited or credited on the credit card account during the statement period; or
- c) The account holder has been in default during the statement period and for the last two (2) statement periods and Kina Bank has determined not to provide, and has not provided, further credit; or
- d) The account holder has died or is insolvent and the account holder's personal representative or trustee in bankruptcy has not requested a statement of account; or
- e) Kina Bank is otherwise excused from sending the account holder a statement of account by law.

15. What will appear on the statement of account

The statement of account will detail all amounts processed to or from the credit card account during the statement period, including any refunds or payments made as well as any fees and charges incurred on the credit card account.

Where there is an amount debited to the statement of account, it will be made of one or more of the following:

- a) The purchase price (and the PNG Kina equivalent for overseas purchases) of all goods and services purchased by use of the credit card account; and/or
- b) The amounts of all cash advances charged to the credit card account (and the PNG Kina equivalent for overseas cash advances); and/or
- c) The charges (including credit fees and charges and interest charges) set out elsewhere in the Conditions of Use or Letter of Offer.

The statement of account will always be expressed in PNG Kina and must be settled in PNG with PNG Kina.

The account holder should check each statement of account carefully once it is received and immediately notify Kina Bank of any transaction the account holder believes to be an unauthorised or disputed transaction or any other error. Details of Kina Bank's dispute resolution procedure is set out in condition 30 below.

Making payments to your credit card account

16. Repayment Obligations

The statement of account shows how much the account holder must pay to Kina Bank and when payment is due.

17. Amounts payable immediately

The following amounts will be shown on statements of account as being payable immediately:

- i) Over limit amounts; and
- ii) Overdue amounts; and the account holder must pay that amount accordingly.

18. Amounts payable by the 'Due Date'

The account holder must make the 'Minimum Payment Required' which is minimum monthly payment that is shown on each statement of account by the 'Due Date' shown on the statement of account. Additional payments can also be made towards the 'Closing Balance' shown on the statement of account.



If the 'Closing Balance' is within the credit limit, the 'Minimum Payment Required' is the greater of 5% of the 'Closing Balance' (rounded up to the nearest dollar). Unless indicated otherwise, if the 'Closing Balance' is less than PGK20 it must be paid in full. If the 'Closing Balance' equals or is greater than the credit limit, the 'Minimum Payment required is 5% of the credit limit.

For all credit card accounts, the 'Due Date' is twenty days (20) for Visa Credit Classic and twenty five (25) days Visa Credit Gold after the statement is due. If the 'Due Date' falls on a day that is not a Kina Bank business day, the 'Due Date' will be the next Kina Bank business day.

19. How to make payments on the credit card account

You can only make payment to the credit card account:

- a) By transferring funds from a linked account using Kina Bank's Internet Banking; or
- b) By depositing funds at any Kina Bank branch within PNG; or
- c) By sending a cheque drawn on a PNG Financial institution or money order to the address at the front of this document (Kina Bank will not accept cheques drawn on a foreign financial institution); or
- d) In any other way Kina Bank agrees with you.

Processing of transactions by Kina Bank

20. When transactions will be applied to your personal credit card account

All transactions will be processed to the credit card account on the date they are received by Kina Bank and are effective as at the date of the transaction. The date that Kina Bank receives a transaction for processing may not be the date the transaction was made.

Kina Bank may process transactions received by it on a particular day in any order it sees fit. This means that the order of processing transactions on a day may vary from the order in which transactions are made on that day or are received by Kina Bank on that day.

21. When payments are considered to be made

Payments will not be treated as made until the date on which those payment are applied to the credit card account in the ordinary course of business. The following rules generally apply:

- a) If the payment is made by/via mail, it will be credited to the credit card account by Kina Bank on the date of receipt. You should allow a suitable amount of time for the mail to reach Kina Bank.

Payments made after these cut off times will be credited the following Kina Bank business day.

Payments made from a non-Kina Bank account to a Kina Bank credit card account are subject to the cut off time of the other financial institution. Cash payments at Kina Bank branches within PNG are available for use as soon they have been credited to the account. Generally, when a payment is made at a branch in PNG, the payment is credited to the account the following Kina Bank business day.

If you make cheque or other non-cash deposits to the credit card account, Kina Bank may defer making availability to the additional available funds arising from the deposit until two (2) days for PNG. Kina Bank may, at its discretion, allow you to use the proceeds of the cheque or other such payment before cleared funds have been credited to the credit card account. If Kina Bank does this, it will advise you if the cheque or other non-cash deposit is subsequently dishonoured and will debit credit card account by the value of the dishonour (but only if the deposit has been previously credited to the credit card account).

Application of Payments

22. How payments are applied

Payments on the account are applied in the following order:

- a) To any over limit amount at the time of making the payment, in the following order towards:



- i) Payment of any interest charges, government duties and taxes and Kina Bank fees with respect to any cash advances, which are shown on any statement of account;
 - ii) Payment of any cash advances which are shown on any statement of account;
 - iii) Payment of interest charges, government duties and taxes and Kina Bank fees with respect to any purchases on any statement of account; and
 - iv) Payment of purchases which are shown on any statement of account.
- b) To any overdue amount in the order described in Condition 22(a); and
- c) To the 'Minimum Payment Required' described in Condition 22(a); and
- d) To any remaining outstanding balance, in the following order towards:
- i) Any of the items described in Condition 22(a), in the order described in that clause;
 - ii) The payment of cash advances which are yet to appear on any statement of account;
 - iii) The payment of purchase of Kina Bank fees which are yet to appear on any statement of account.

Interest

23. Interest rate for purchases, cash advances and other payments (debit interest).

When Kina Bank has approved the account holder's credit card application, Kina Bank will advise the account holder of the annual percentage rate used to calculate the interest charges on the credit card account. The statement of account also sets out the annual percentage rate, the account holder will be given notice in accordance with Condition 35.

24. How debit interest is calculated

For all cards

Contract stamp duty, other government charges and previously billed interest charges are excluded from the balance on which the interest charge is calculated.

Interest free period for purchases appearing on the statement of account

Each statement of account shows the 'Closing Balance' and the 'Due Date' for the statement. To take full advantage of the interest free period, the 'Closing Date for' must be paid in full by the 'Due Date' for each statement of account.

If you do not pay the 'Closing Balance' by the 'Due Date' on a particular statement of account interest will be charged on:

- a) Each purchase owing on that statement of account after the 'Due Date' (including any unpaid opening balance); and
- b) Each purchase on the next statement of account. Kina Bank retains the discretion not to charge interest where the 'Closing Balance' is not paid in full in certain situations.

The interest charge is calculated by applying Kina Bank's daily percentage rate (the annual percentage rate is divided by 365) to the account holder's unpaid daily balance relating to each purchase from:

- a) The date on which you made the purchase, if the date on which you made the purchase was after the statement period to which the statement of account relates; or
- b) The first day of the statement period to which the statement of account relates, if the date on which you made the purchase was before the start of the statement period to which the statement of account relates, until the 'Closing Balance' on a subsequent statement of account is paid in full. The interest charge will be debited to the credit card account on the closing date of each statement period.

25. Interest charges on cash advances

Kina Bank will debit an interest charge on any cash advance from the credit card account (except to the extent that a cash advance may be drawn against credit funds). This interest charge is calculated each day by applying Kina Bank's daily percentage rate (which is the annual percentage rate divided by 365) to your daily unpaid balance relating to each unpaid cash advance from:



- a) The date on which you obtained the cash advance, if the date on which you obtained the cash advance was after the start of the statement period to which the statement of account relates; or
- b) The first day of the statement period to which the statement of account relates, if the date on which you obtained the cash advance was before the start of the statement period to which the statement of account relates, until the outstanding balance is paid in full.

The interest charge will be debited on the closing date of each statement period.

Fees and Charges

26. Bank fees and charges

Kina Bank reserves the right to charge the credit card account with fees and charges for the provision and operation of the credit card account. The fees and charges applicable to the credit card account are those shown in the Letter of Offer and in the Kina Bank Disclosure of Fees and Charges Lending and Credit Cards document, as varied from time to time.

Kina Bank is irrevocably authorised to debit any annual fee for operating the credit card account. Details of the annual fee are disclosed in the Letter of Offer and may be varied from time to time. The annual fee will be debited to the account upon acceptance of the credit card contract and after that annually in advance until the credit card account is closed and is paid in full (except provided otherwise in the Letter of Offer). No refund of the annual fee is payable when the credit card account is closed.

Kina Bank is also irrevocably authorised to debit any applicable credit fee or charge to the credit card account. The statement of account will detail all fees and charges applied to the credit card account during the relevant statement period.

27. Government fees and charges

Kina Bank may be required to withhold on payments to certain account holders and pass such amounts to a local or foreign government agency with such authorities.

If at any time any local or foreign government agency or revenue authority requires Kina Bank to make a deduction or withholding on any payment due to you, the account holder agrees to immediately reimburse Kina Bank for the amount of any such deduction or withholding, including authorising Kina.

Bank to deduct such amounts from the account. The account holder will indemnify Kina Bank against any loss Kina Bank suffers or cost Kina Bank incurs as a result of such deduction or withholding.

Commissions and Related Payments

28. Amounts that may be included in the purchase price

Various amount of commissions, fees and charges may be paid to or by Kina Bank when you use your credit card. These include any amount which may be received by Kina Bank from a merchant or a merchant's bank for Kina Bank paying debts incurred by you. This amount is unascertainable at the time of entering the credit card contact.

29. Other Commissions

Any commission earned by Kina Bank on credit related insurance products is set out in the Letter of Offer.

Error or Dispute Resolution

30. Kina Bank dispute resolution procedure

If you believe that an error has occurred in any transaction, charge, refund or payment, or on the statement of account, you should contact Kina Bank promptly on the telephone numbers listed at the front of this document or by visiting your nearest Kina Bank branch.

To assist with Kina Bank's investigations, you will need to provide the following information:

- a) Your name, address, credit card number and account details.
- b) Details of the transaction, charge, refund or payment in question.



- c) The amount of the suspected error or disputed transaction, charge, refund or payment.
- d) Any other information that Kina Bank reasonably requires to assist with Kina Bank’s investigations.

The Electronic Banking Conditions of Use in Part B of this document contains further information on what you can do in circumstances when you believe that there has been an error involving an electronic access process, including your card and PIN.

Making a complaint

If Kina Bank makes a mistake, or Kina Bank’s service doesn’t meet your expectations, Kina Bank wants to know. For the fastest possible resolution to your complaint call Kina Bank on numbers provided at beginning of this document or talk to staff at your local Kina Bank branch.

You agree that Kina Bank may require you to enclose photocopies of any originals and full disclosure of all supporting documents to allow it to investigate any disputes. Alternatively, you may also send a letter to the Kina Bank Call Centre via address provided at beginning of this document.

Kina Bank’s aim is to resolve all customer complaints within a maximum of five (5) business days or as required by law. In cases where your complaint will take longer to resolve, we will update you progressively. If this is not possible, Kina Bank will keep you informed on the progress of your matter and how long Kina Bank expects it will take to resolve your complaint.

Kina Bank Product Manager

If your complaint isn’t resolved to your satisfaction, you can ask to have it reviewed by Kina Bank’s Product Manager who will provide a free review of more difficult complaints to help achieve a prompt solution. Postal details are provided at beginning of this document or e-mail kina@kinabank.com.pg

Financial services dispute resolution schemes

If you are still not satisfied with the steps taken by Kina Bank to resolve the complaint, or with the result of our investigation, you may wish to contact an alternative dispute resolution scheme as follows:

Bank of PNG
 PO Box 121, Port Moresby NCD, PNG
 Phone: +675 322 7200
 Fax: +675 321 1617
 Website: <http://www.bankpng.gov.pg>

Default, Cancellation and Termination

31. Default (for personal credit cards only)

The account holder is in default under the credit card contract if any of their obligations under the credit card contract have not been met. If the account holder is in default under the credit card contract, or if Kina Bank believes on reasonable ground that the account holder has entered into the credit card contract by fraudulent misrepresentation, the outstanding balance on the credit card account will, at the option of Kina Bank, become immediately due and payable to Kina Bank and the credit card(s) relating to this contract will be cancelled, by Kina Bank giving the account holder notice in accordance with any applicable law.

The account holder undertakes to return or arrange for the return of the account holder’s credit card and any additional credit cards immediately to a Kina Bank branch upon the account holder being notified that the outstanding balance on the credit card account has become due and payable and the credit card(s) have been cancelled.

Any amount reasonably incurred or expended by Kina Bank in exercising its rights in relation to the credit card account arising from any default (including expenses incurred by the use of Kina Bank’s staff and facilities) are enforcement expenses and become immediately payable by the account holder. Kina Bank may debit the credit card account for such amounts without notice.

Upon payment to Kina Bank of all amounts owing to the credit card account under default notice, the agreement

governing the operation of the credit card account will be terminated without the need for any further notice.

32. Cancellation by Kina Bank

Credit cards remain the property of Kina Bank at all times.

Kina Bank reserves the right to cancel a credit card at any time without prior notice and will provide notice as soon as practicable after the credit card is cancelled. If the credit card account is closed, all credit cards issued in relation to that credit card account will also be cancelled.

If the credit card account has a positive (credit) balance when the credit card account is closed, Kina Bank will send the account holder a bank cheque for the closing credit balance of the account (unless those funds have been remitted or are required to be withheld in accordance with the law).

Examples of when Kina Bank may cancel a credit card include, without limitation, where a credit card has not been activated within six (6) months of the date of the Letter of Offer relating to that credit card or where Kina Bank believes the use of the credit card account will cause loss to you or Kina Bank. This is not an exhaustive list of when Kina Bank may cancel a credit card and is a guide only.

If the credit card account is closed, all credit cards issued in relation to that credit card account will also be cancelled.

33. Cancellation by you

The account holder for personal credit cards may close the credit card account at any time by making a written request to Kina Bank for closure of the credit card account or cancellation of that credit card. Written requests should be mailed to the postal address at the front of this document or submitted to any Kina Bank branch. The credit card account holder is responsible to destroy the cancelled credit card(s) as outlined under Condition 34 below.

If the credit card account has a credit balance when the credit card account is closed, Kina Bank will send the account holder a bank cheque for the closing credit balance of the account (unless those funds have been remitted or are required to be withheld in accordance with the law).

34. What happens when a credit card has been cancelled?

When Kina Bank cancel's a credit card or Kina Bank receives instructions from you to cancel a credit card:

- a) Kina Bank will write to confirm cancellation details with the account holder; and
- b) The credit card(s) must not be used and must be destroyed by cutting the card (including the embedded microchip on the card) diagonally in half or return the card to a Kina Bank branch for assistance with its destruction.

The account holder will be:

- i) Responsible for the use of any credit card (including every additional credit card) on the credit card account from provision of cancellation advice to Kina Bank until credit card account is closed;
- ii) Responsible for any transactions debited to the credit card account in accordance with any direct debit requests or other outstanding authority or any other authorised link to the credit card account, from another credit card issued to you by Kina Bank, a Kina Bank Card, Internet Banking or Mobile Banking until the request or authority is cancelled in accordance with the credit card contract; and
- iii) Responsible to continue to make payments to the credit card account in accordance with conditions of the credit card contract until monies owed under credit card account are fully repaid and account can be closed.

Any standing authority given by you to other parties must be cancelled directly by you with other party.

Changes to these Condition of Use and the Letter of Offer

35. Variation of the credit card contract

Kina Bank at any time may change any term of the credit card contract by giving the account holder notice as follows.

Annual percentage rate changes

Kina Bank will notify the account holder of any increase in the annual percentage rate(s) no later than thirty (30) days



before the increase takes effect by:

- a) A notice on, or with a statement of account; or
- b) An advertisement in a newspaper(s) in circulating in PNG.

If Kina Bank notifies the account holder by press advertisement, the increase will be confirmed after it has taken effect either before or when the next statement of account is sent.

Where Kina Bank reduces the annual percentage rate(s), Kina Bank will notify the account holder after the change has taken effect either before or when the next statement of account is sent.

Changes to the way in which interest is calculated or applied

Kina Bank will notify the account holder in writing at least thirty (30) days before a change takes effect if Kina Bank changes the manner in which interest is calculated or applied (including a change in or abolition of any interest free period) or the frequency with which it is debited or credited to the credit card account unless the change reduces the account holder's obligations).

Repayment changes

Kina Bank will notify the account holder in writing at least thirty (30) days before a change takes effect if Kina Bank changes the amount, frequency, time for payment of or the method of calculation of repayments. However, where the change reduces the obligations of the account holder or extends the time for payment under this credit card contract Kina Bank will notify the account holder before or when the next statement of account is sent after the change takes effect.

Changes to credit feed and charges

If Kina Bank increases the amount of a credit fee or charge, or changes the frequency or time for payment of a credit fee or charge or introduces a new credit fee Kina Bank will give the account holder at least thirty (30) days written notice before the change takes effect by:

- a) A notice on, or with a statement of account; or
- b) An advertisement in a newspaper(s) circulating in PNG.

If Kina Bank notifies the account holder by a press advertisement the change will be confirmed after it has taken effect either before or when the next statement of account is sent.

If Kina Bank reduces or abolishes a credit fee or charge or extends the time for payment of a credit fee or charge the change will be confirmed after it has taken effect either before or when the next statement of account is sent.

Other changes made by Kina Bank

Any change to this credit card contract other than a change made by Kina Bank in accordance with this Condition set out above cannot be made except by agreement by the account holder and Kina Bank.

Privacy and Confidentiality

36. Kina Bank's collection, use and disclosure of personal information

Kina Bank may collect and use your information, including details about your transactions, your financial conditions, your relationship with Kina Bank and/or your facility/ies (collectively referred to as "information").

Collection of Information

Kina Bank may use and disclose the information it collects about you for the following purposes:

- a) To provide information about a product or service.
- b) To consider your request for a product or service.
- c) To provide you with a product or service.
- d) To tell you about other product or services.
- e) To perform internal administrative, operational and technology tasks (including technology infrastructure



maintenance and support, application maintenance and support, risk credit scoring, staff training and market, customer satisfaction research and business continuity management).

f) To prevent or investigate any fraud, unlawful activity or misconduct (or suspected fraud, unlawful activity or misconduct).

g) As may be required under laws and/or by agreement with government agencies or revenue authorities, whether inside or outside of the country where your facility/ies is provided and held with Kina Bank, to make inquiries about your tax status; and

h) As required by relevant laws and external payment systems, whether inside or outside of the country where your facility/ies is provided and held with Kina Bank.

Absence of relevant personal information

If you do not provide some or all of the information requested, Kina Bank may be unable to provide you with a product or service.

Disclosure of information by Kina Bank

By applying for and/or continuing to use the facility/ies provided by Kina Bank, you acknowledge and agree that any information that Kina Bank has collected or will collect from or about you may be disclosed to and/or collected, held, processed, stored in electronic or virtual data storage, or used, in whole or in part, in any country by the following persons:

- a) Any Kina Bank Group Member.
- b) Any outsourced provider, contracts, agents, auditors and advisers which Kina Bank and or any Kina Group Member engages to carry out or assist with its banking functions and activities (for example mailing houses, credit reporting or debt collection agencies).
- c) Regulatory bodies, government agencies, revenue authorities, law enforcement bodies and courts whether inside or outside of the country where your facility/ies is provided and held with Kina Bank for the purpose of complying with any law and/or disclosure obligation Kina Bank may have under an agreement with such bodies, whether the disclosure is made directly or through any Kina Bank Group Member.
- d) Other parties Kina Bank Group Members are authorised or required by law to disclose information to.
- e) Participants in the payments systems (including payment organizations and merchants) and other financial institutions (for example banks).
- f) Insurers and reinsurers.
- g) Your representative (for example your legal adviser, mortgage broker, attorney or executor).
- h) Any person, which in Kina Bank's view, the disclosure is necessary or desirable for the purpose of allowing us to perform its duties and to exercise its powers and rights under this credit card contract; or
- i) Any person with your prior written consent.
- j) The United State Internal Revenue Service to assist us in compliance with our obligations under our arrangements regarding the Foreign Account Tax Compliance Act ("FATCA").

General Matters

37. Credit card reissue and replacement

At any time, Kina Bank may issue a new credit card to you, provided the account holder has not previously requested Kina Bank to revoke this authority. If your credit card becomes faulty or damaged, the account holder may order a replacement card at any Kina Bank branch or by telephoning the numbers listed at the front of this document. All such credit cards are subject to the credit card contract. Kina Bank reserves the right not to reissue a credit card to you.

38. Inactive accounts

If the credit card account is an inactive account and has a credit balance, Kina Bank may, if it does not close the credit card account in accordance with these Conditions of use, hold the credit balance for you in a separate account until such time

as the account holder claims those funds or Kina Bank is required to remit those funds as unclaimed money in accordance with the law, whichever occurs first.

39. Statement of balance

A letter sent by Kina Bank, stating the balance of the credit card account, will be prima facie evidence of the amount of the account holder's liability to Kina Bank at the date of the certificate. This letter may not include transactions charges (including fees) or payments that have not been processed by Kina Bank at the time the letter is prepared. This letter will be sent to the account holder for the Credit Cards.

40. Change of name or address

The account holder must notify Kina Bank of any changes of name or address (or both) as soon as possible by:

- a) Mailing details of the change to the address listed at the front of this document.
- b) Attending any Kina Bank branch and the changed details; or
- c) Advising the Kina Bank Cardholder Enquiries by phone on the number listed at the front of this document of the details of any change (change of address only).

41. Kina Bank Employees

Kina Bank may provide credit to its employees on terms that are more favourable than this available to other customers. If Kina Bank does so, certain parts of the Consumer Credit Act (and the notice titled "Things you should know about your proposed credit contract") will not apply to such credit.

42. Kina Banks right to combine accounts (for personal cards only)

Kina Bank may combine the balances to two or more of the account holder's accounts, even if the accounts are not both credit card accounts or if they are held at different branches. This may happen when one of the account holder's account is in credit. This means, for example, that the credit balance in one account can be used to repay the debit balance in another account.

When accounts have been combined, Kina Bank will promptly inform the account owner(s). Kina Bank does not need to give notice in advance. The account holder should not treat his/her accounts as combined unless Kina Bank has undertaken or agreed to such an arrangement.

43. Force majeure

To the extent permitted by law, Kina Bank will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under the credit card contract, for failure to observe or perform any of its obligations under the credit card contract for any reason or cause which could not, with reasonable diligence, be controlled or prevented by Kina Bank, including but not limited to acts of God, acts of nature, acts of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden or unexpected system failure or disruption by war or shortage.

44. Notice

Kina Bank can deliver a notice to you personally, in which case the date of delivery is the date on which the account holder received the notice. If Kina Bank mails a notice to you, notice is taken to have been given on the day it would have been delivered in the ordinary course of post mailed to your last known address recorded at Kina Bank. Where permitted to do so by law, Kina Bank may provide you with a notice, other documents or information:

- a) Electronically to your email address, or other electronic mail address, last known to Kina Bank; or
- b) To any person nominated by you to receive such notices, documents or information.

45. Waiver

Waiver by Kina Bank of any rights arising from a breach of the terms of the credit card contract or of any rights or powers arising under the credit card contract must be in writing signed by Kina Bank. A failure or delay by Kina Bank in exercise, or partial exercise, of a right or power under the credit card contract must be in writing signed by Kina Bank. A failure or delay by Kina Bank in exercise, or partial exercise of a right or power under the credit card contract does not result in a waiver of that right or power. You may not rely on any conduct, representation or statement by Kina Bank or its employees



as a defence to the exercise of a right or power conferred on Kina Bank by the credit card contract.

This provision may not itself be waived except by Kina Bank in writing.

46. Transfer of Kina Bank's rights

Kina Bank may, without telling you or obtaining your consent:

- a) Assign any of its rights under this contract; and
- b) Give information about this contract and your obligation under it to any assignee of Kina Bank's rights under this contract, or anyone who is considering becoming an assignee.

Part B.

Electronic Banking Conditions of Use

47. Conditions of Use

This section applies to all electronic transactions except those where your signature may also be required. Unless the account services are provided or referred to you by us, we do not authorise, promote or endorse the use of account services offered by third parties to access your Kina Bank accounts (including account aggregation services, such as may be provided by other financial institutions).

48. Transaction limits

Kina Bank or another party (such as a merchant or other Bank) may limit the amount of any electronic transaction. For Kina Bank credit cards that have the cash advance feature available, the ATM cash advance limit per day* is PGK2,000 per credit card. You can use your Kina Bank credit card to withdraw a total of PGK2,000 per day from the account(s) to which your credit card is linked provided your Kina Bank account(s) contain sufficient funds.

There is a daily limit on the funds that you can withdraw on your Kina Card via Eftpos facilities provided your account(s) contain sufficient funds. You can check limits for your accounts by calling Kina Bank on the relevant enquiries number listed at the front of this document.

*A day begins at 12:00:01am (PNG time) and ends 12:00:00 (PNG time) on the same day.

49. How you can use Kina Bank Internet Banking (for personal credit cards only)

For personal credit cards, you can use Kina Bank Internet Banking to make transactions on your linked accounts, as set out in your account terms and conditions. You can also use your personal credit card via Kina Bank Internet Banking to pay your bills.

50. Access to any use of local transfers

When applying for local transfer for Internet Banking, you must request a local transfer daily limit which is subject to approval by us.

Restrictions apply depending on whether you are using local transfer.

The total of all local transfers (converted into PNG Kina) on any day cannot exceed your local transfer daily transaction limit. For more information on daily limits please go to our website or contact us on the numbers listed at the front of this document.

51. Processing instructions - general

The account holder authorises Kina Bank to act on the instructions you enter into electronic equipment. Any electronic transaction made by you cannot be cancelled, altered or changed by you unless allowed by the applicable terms and conditions.

We may delay acting on or may ask you to further information before acting on an instruction. Where Kina Bank has



instructions for more than one payment from your account(s), Kina Bank will determine the order of priority in which payments are made.

If you make a cash withdrawal from an account by making an electronic transaction and there is a difference between the amount of cash received and the amount shown on the receipt, you must report this to Kina Bank and the merchant (if applicable) as soon as possible or you can make your report to us by calling Kina Bank on 180 1525 or (675) 308 3800, twenty-four (24) hours, seven (7) days a week.

If you make a deposit of funds to an account by making an electronic transaction and there is a difference between the amount recorded as having been deposited and the amount Kina Bank receives, the account holder will be notified of the difference as soon as possible and will be advised of the actual amount which has been credited to the account.

Kina Bank is not liable for the refusal of any merchant to accept an electronic transaction and, to the extent permitted by law, is not responsible for the goods and services supplied by a merchant.

Kina Bank refuses to process any transaction that contravenes any law or otherwise. We may notify you of the electronic transactions we are unable to process.

You accept that:

- Not all electronic equipment from which cash can be withdrawn will always contain cash.
- Any cash dispensed at electronic equipment is at your risk once it becomes visible or available for you to collect; and
- Not all electronic equipment will allow you to make deposits.

An immediate transfer or local transfer cannot be revoked or stopped once we receive your instruction. Future dated transfer or, local transfer instruction can only be revoked or changed if instruction to delete the transaction are given to us two (2) Kina Bank working days before the transaction is scheduled to occur. After this time, the instruction is scheduled to occur. After this time, the instruction cannot be revoked.

52. Processing instructions - Kina Bank internet Banking (for personal credit cards only)

Any Kina Bank Internet Banking instruction will generally be processed to your account on the same day we receive your instructions, if given before 2:00pm PNG time Monday to Friday (except national public holidays). Any transaction made after this time may be processed on the following Kina Bank business day.

Account information accessed using Kina Bank Internet Banking will generally reflect the position of the account at the time, except for transactions not yet processed by us (including uncleared cheques and unprocessed credit card transactions) or cleared cheques and direct debits processed by us that day.

53. Processing instructions - funds transfer

Kina Bank will generally process funds and local transfer instructions (where applicable to the credit card account):

- For immediate local transfers, on the day the instruction is given, if Kina Bank receives the instruction before 2:00pm PNG time on a Kina Bank working day; and
- For future dated transfers, on the relevant future day you select if it is a Kina Bank working day (or if it is not, on the Kina Bank working day after that day).

Instructions you give will be delivered to the payee's financial institution on the day that Kina Bank processes them except where:

- Kina Bank is not obliged to process your instructions.
- There is a technical failure.
- There is a delay or error in accepting the instructions caused by financial institution to which the transfer is to be made; or
- The instructions are for a transfer by way of any overseas draft or international draft.

Where your instruction is for a transfer by way of Kina Bank issuing an international draft:



- We will send the draft by post to the delivery address notified by you.
- You acknowledge that is your responsibility by way of any overseas draft or international draft.

We cannot control (and are not responsible for) when, or if, the payee's financial institution processes your instructions or the fees that financial institutions may charge to process your instructions.

Once we process your transfer instructions, we are reliant on the payee's financial institution to advise whether your instructions have been successfully processed. If the payee's financial institution advises that your transfer instruction has not been successful, it may take a number of weeks, depending on the financial institution, to reverse the relevant withdrawal from your linked account.

If the transfer is to be made from a credit card, it will be treated as a cash advance and interest and fees may apply.

54. Card validity

Your card remains Kina Bank's property at all times. A card must be signed immediately by the person in whose name it has been issued and must only be used within the 'valid from' and 'until end' dates shown on the card. For security reasons you must, as soon the card expires, destroy it by cutting the card (including an embedded microchip on the card) diagonally in half or return the expired card to a Kina Bank branch for assistance with its destruction.

The account holder or in the case of Business Credit Cards, the Principal may cancel a Kina Bank at any time by sending Kina Bank a written request or by calling Kina Bank on the relevant numbers listed on the back of this document.

55. Your responsibility regarding your Kina Bank Card and PIN

You must keep your Kina Bank Card and PIN secure. Failure to do so may increase your liability for any loss.

Warning: You must not use your birth date or an alphabetical code, which is a recognizable part of your name as a PIN for example, '12345' or where all numbers are the same, for example, '11111'. If you do, you may be liable for any loss suffered from an unauthorized transaction.

PIN security

You must not:

- Disclose your PIN to any other person.
- Allow any other person to see you entering PIN.
- Record your password PIN on your card or on any article carried with or placed near your card that is liable to loss, theft or abuse at the same time as your card (unless your PIN is reasonably disguised).
- Choose a PIN which has an easily retrieved combination, for example repeated numbers or letters; and
- Choose a PIN that is easily identified with you for example your birth date, car registration, telephone number or your name.

56. Credit Card security

You should:

- Sign the back of your Credit Card immediately upon receipt.
- On the expiry date destroy your Credit Card by cutting it (including an embedded microchip on the card) diagonally in half or return the expired card to a Kina Bank branch for assistance with its destruction.
- Not let anyone else use your Credit Card.
- Take reasonable steps to protect your Credit Card from loss or theft.

To assist you, we publish security guidelines. Please go to the Kina website or contact us on the numbers listed at the front of this document.



57. Lost or stolen cards

If you report that a card has been lost or stolen the card will be cancelled as soon as the report is made. You must not use the card once the report is made. If you recover the lost or stolen card, you must destroy the card by cutting it (including an embedded microchip on the card) diagonally in half or return the card to a Kina Bank branch for assistance with its destruction.

You must make a report to us (and the relevant third party, if a third party issued the username or PIN) immediately if you become aware or suspect that your password, username or PIN is disclosed or used without your authority or lost. You must not then continue to use your password, username or PIN. Kina Bank will cancel your card and arrange for you to select a new username, password or PIN.

To report a lost or stolen card call Kina Bank on the telephone numbers listed at the front of this document. You can also report the loss, theft or misuse to any Kina Bank branch. Your account terms and conditions will outline how you can make a report if Kina Bank's telephone reporting service is unavailable or you are overseas.

58. Lost or stolen card and/or PIN - while overseas

If your Credit Card or PIN is lost or stolen, or if someone else has found out your PIN, you must tell us immediately. The best way to minimize your liability is to phone us. Emergency phone numbers are listed at the front of this document.

- Kina Bank cannot provide an emergency replacement card and PIN until you return to PNG.

59. Cancellation of Credit Cards

Kina Bank may cancel any card without prior notice if:

- Kina Bank believes that use of the card may cause loss to the account holder or to Kina Bank.
- The account is an inactive account.
- All the accounts which the card may access have been closed.
- The account has been overdrawn (other than by use of the informal overdraft facility), or you have exceeded your credit limit.
- If Kina Bank becomes aware that you do not meet or cease to meet, our eligibility criteria for the card;
- Laws have been broken with card usage, or
- On giving you not less than three (3) months written notice.

The account holder may cancel a Kina Bank Credit Card at any time by sending a written request or by calling Kina Bank on the relevant number listed at the front of this document.

60. Withdrawal of electronic access

Kina Bank may withdraw your electronic access to accounts without prior notice if:

- Electronic equipment malfunction occurs or access is otherwise unavailable for use.
- A merchant refuses to accept your card.
- Any one of the attached accounts is overdrawn or will become overdrawn (other than if your account is an Equity Manager account by use of the informal Overdraft facility) or is otherwise considered out of order by Kina Bank.
- Kina Bank believes you access to accounts through electronic equipment may cause loss to the account holder or to Kina Bank.
- All the accounts which you may access using Internet Banking have been closed or are inactive; or
- Kina Bank suspects your of being fraudulent or engaging in inappropriate behavior, unless this is prohibited by law.

Kina Bank may at any time change the types of accounts that may be operated, or the types of electronic transactions that may be made through particular electronic terminals.



You can request Kina Bank to de-register you from Internet Banking at any time by secure mail or by phoning the relevant number listed at the front of this document.

61. Unauthorised transactions

When the account holder is liable.

The account holder is responsible for any unauthorized use of their Kina Bank Card and PIN, including its use by anyone else in any way.

The account holder is responsible if you have contributed to the loss arising from the unauthorised transaction:

- Through your fraud, or
- By voluntarily disclosing your password or PIN to anyone, including a family member or friend, or
- By keeping a record of the password or PIN (without making any reasonable attempt to disguise it):
 - i) On the card or
 - ii) On any article carried with the card which may be lost or stolen at the same time as the card or
- By using your birth date or an alphabetic code which is recognisable part of your name as a password or PIN; or
- By otherwise acting with carelessness in failing to protect the security of your password or PIN.

The account holder is liable for the actual loss which occur before Kina Bank is notified of the loss or disclosure of your password or PIN.

If, after you become aware of the loss, theft, breach or misuse of your password, PIN or Kina Bank Card, you unreasonably delay notifying Kina Bank, the account holder will be liable for losses between:

- The time you first become aware of the aforementioned events, or in the case of the loss or theft of a card, should reasonably have become aware of the loss of theft; and
- The time Kina Bank is actually notified of the relevant event.

The account holder is not liable for any loss:

- Which, over a set period of time, is greater than the transaction limit for that period.
- Caused by overdrawing your account or exceeding any agreed credit limit.
- Where Kina Bank has agreed the account could not be accessed electronically; or
- As a result of conduct that Kina Bank expressly authorised you to engage in, or losses incurred as a result of you disclosing, recording or storing a password or PIN in a way that is required or recommended by Kina Bank for the purpose of you using an account access service expressly or impliedly promoted, endorsed or authorized by Kina Bank.

If it is not clear whether you have contributed to the loss caused by an unauthorised transaction and where a password, Kina Bank Card or PIN was required to perform the unauthorised transaction, the account holder is liable for the lesser of:

- The actual loss at the time Kina Bank is notified of the loss, theft or unauthorised use of the card or that the security of the password or PIN has been breached (but not any loss incurred on any day the amount is greater than the daily transaction limit or other transaction limit (if any)); or
- The balance of the account, including any prearranged credit from which value was transferred in the unauthorised transaction.

When Kina Bank is liable

Kina Bank will be liable for losses incurred by the account holder that:

- Are caused by the fraudulent or negligent conduct of Kina Bank's employees or agents or companies involved in networking arrangements or of merchants of their agents or employees.



- Relate to any forged, faulty, expired or cancelled part of the electronic access process.
- Arise from transactions that require the use of any Kina Bank Card or PIN that occur before you have received or selected the Kina Bank Card or PIN.
- Result from the same electronic transaction being incorrectly debited a second or more subsequent time to the same account.
- Result from an unauthorised transaction that occurs after you have notified Kina Bank that your Kina Bank Card has been misused, lost or stolen, or that the security of your password or PIN has been breached; or
- Result from an unauthorised transaction if it is clear that you have not contributed to the losses.

62. Additional protection: Visa - Zero liability

Subject to the section headed 'Unauthorised transactions' you will not be liable for the unauthorised transactions on a Kina Bank Visa Credit card.

If you notify Kina Bank of an unauthorised transaction(s), within five (5) business days, we will provide provisional credit to you to the value of the unauthorised transaction unless your prior account history is unsatisfactory or if the nature of transactions justifies a delay in crediting your account.

63. Equipment malfunction

We are responsible to the account holder for any loss caused by the failure of equipment to complete a transaction that was accepted in accordance with your instructions.

However, if you were aware of should have been aware that the equipment was unavailable for use or malfunctioning, our responsibility will be limited to correcting errors in the account and refunding any charges or fees imposed as a result.

You are solely responsible for your own personal computer anti-virus and PC security measures, and those of any authorised user, to help prevent unauthorised access via Kina Bank Internet Banking to your transactions and linked accounts.

64. Liability under BillPay

BillPay payment are irrevocable. No refunds will be provided through our BillPay service where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

If a BillPay payment has been made to an incorrect biller, or for an incorrect amount, and your account was debited for that amount, then you need to resolve that matter with the biller that received the payment directly.

If a BillPay payment is made in accordance with a payment direction, which appeared to Kina Bank to be from you or on your behalf, but which you did not in fact authorise, then you need to resolve that matter which the biller directly.

Kina Bank is not liable for any loss or damage you suffer as a result of using BillPay service, including any consequential loss or damage, save for any liability that arises under Section 63(b) above.

65. Changes to the Electronic Banking Conditions of Use

We can change the Electronic Banking Conditions of Use at any time. We will give you thirty (30) days prior written notice of any changes which;

- Impose or increase charges relating solely to the use of electronic equipment.
- Increase your liability for losses relating to electronic transactions.
- Change your daily transaction limit or other periodical transaction limit applying to the use of electronic equipment.

66. Changes to transactions made through electronic terminals

Any transactions made by you at an electronic terminal cannot be cancelled, altered or changed by you.



67. Printed transaction made through electronic terminals

When you complete a transaction at an electronic terminal you will receive a printed transaction record. You must check your record carefully. You should retain these records for verification purposes and to aid in reconciling account statements.

68. Third party services

Kina Bank does not authorize, promote or endorse and shall not be responsible or liable in any way for the use of account services offered by third parties to access your Kina Bank accounts (including account aggregation services, such as may be provided by other financial services).

69. General

Kina Bank is not liable for the refusal of any merchant to accept an electronic transaction and, to the extent permitted by law, is not responsible for the goods and services supplied by a merchant.

You accept that:

- Not all electronic equipment from which cash can be withdrawn will always contain cash.
- Any cash dispensed at electronic is at your risk once it becomes visible or available to you to collect; and
- Not all electronic equipment will allow you to make deposits.

70. Eftpos

This facility allows you to pay for goods and services with a card linked to your account. Depending on the retailer, you may also be able to use the card to withdraw cash using the Eftpos terminal.

Important Information.

Things you should know about your proposed credit contract

This section tells you about some of the rights and obligations of yourself and your credit provider, Kina Bank Limited. It does not state the terms and conditions of your contract. If you have any concerns about your contract, contact Kina Bank and if you still have concerns, contact Kina Bank's external dispute resolution scheme, or get legal advice.

The Contract

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

Kina Bank must give you a pre-contractual statement containing certain information about your contract. The pre-contractual statement, and this document, must be given to you before:

- a) Your contract is entered into; or
- b) You make an offer to enter into the contract, whichever happens first.

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

If the contract document is to be signed by you and returned to Kina Bank, you must be given a copy to keep. Also, Kina Bank must give you a copy of the final contract within fourteen (14) days after it is made. This rule does not, however, apply if Kina Bank has previously given you a copy of the contract document to keep. If you want another copy of your contract, write to Kina Bank and ask for one. Kina Bank may charge you a fee. Kina Bank has to give you a copy:

- a) Within fourteen (14) days of your written request if the original contract came into existence one (1) year or less before your request; or
- b) Otherwise within thirty (30) days of your written request.



3. Can I terminate the contract?

Yes, if you are a personal credit card holder, you can terminate the contract by writing to Kina Bank as long as:

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

If you are a Business Credit Card holder, you will have to request the Principal to terminate the credit card account on your behalf. However, you will still have to pay any fees or charges incurred before you terminate the contract. Also see Conditions 33 and 34 of these Conditions of Use further information on terminate of the contract by you.

4. Can I pay my credit contract out early? (applies to personal credit card holders and the Principal only)

Pay Kina Bank the amount required to pay out your credit card contract on the day you wish to end your contract.

5. How can I find out the payout figure? (applies to personal credit card holders and the Principal only)

You can write to Kina Bank at any time and ask for a statement of the payout figure as at any date you specify. You can also ask for details of how the amount is made up. Kina Bank must give you the statement within seven (7) days after you give your request. You may be charged a fee for the statement.

6. Will I pay less interest out of my contract yearly? (applied to personal credit card holders and the Principal only)

Yes. The interest you can be charged depends on the actual time money is owing.

7. Can my contract be changed by Kina Bank?

Yes, but only if your contract says so.

8. Will I be told in advance if Kina Bank is going to make a change in the contract?

You get at least thirty (30) days advance written notice for:

- a) An increase to the annual percentage rate.
- b) A change to repayment terms or calculations.
- c) A change in the way in which interest is calculated.
- d) A change in credit fees and charges; or
- e) Any other changes by Kina Bank, except where the change reduces what you have to pay, or the change happens automatically under the contract.

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

Yes. You should first talk to Kina Bank. Discuss the matter and see if you can come to some arrangement.

You may also wish to speak with the Kina Bank Product Manager or the Bank of PNG (for contact detail please see Condition 30 on page 23).

Alternatively, you can go to court. You may wish to get legal advice, for example from your solicitor.

Insurance

10. Do I have to take out insurance?

Kina Bank can insist you take out or pay the cost of types of insurance specially allowed by law, for example compulsory third-party personal injury insurance, mortgage indemnity insurance or insurance over property covered by any mortgage or security. Otherwise, you can decide if you want to take out insurance or not.



General

11. What do I do if I cannot make a repayment?

Get in touch with Kina Bank immediately. Discuss the matter and see if you can come to some arrangement. You can ask Kina Bank to change your contact in a number of ways, for example:

- a) To extend the term of your contract and reduce payments.
- b) To extend the term of your contract and delay payments for a set time, or
- c) To delay payments for a set time.

Kina Bank reserves the right to agree to only to only agree to an arrangement at its discretion.

12. What if Kina Bank and I cannot agree on a suitable arrangement?

You can ask Kina Bank to review decision on request to change repayments if you think it is wrong.

Please see Condition 30 above for more information regarding the Kina Bank and external dispute resolution schemes.

13. Can Kina Bank take action against me?

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact Kina Bank's external dispute resolution scheme, the Bank of PNG, or get legal advice.

Please see Condition 30 above for more information regarding the Kina Bank and external dispute resolution schemes.

14. Do I have any other legal rights and obligations?

Yes. The law will give you other rights and obligations. You should also read your contract carefully. Your contract means your Letter of Offer, the Terms and Conditions and any terms and conditions or other special conditions attached to your facility or otherwise incorporated into your contract pursuant to the Terms and Conditions or agreed in writing between you and Kina Bank.

If you have any complaints about your credit contract, or want more information, contact Kina Bank. If you have a complaint which remains unresolved after speaking to Kina Bank you can contact the Bank of PNG (BPNG) or seek legal advice.

You should ideally attempt to resolve your complaint with Kina Bank before contacting external dispute resolution bodies. However, you may contact the external dispute resolution bodies at any time if you wish.

Please see Condition 30 above for more information regarding the Kina Bank and external dispute resolution schemes.

Please keep information from it for use at a later date.

