

Currency Card

Product Disclosure Statement and Terms & Conditions

Date prepared 10 January 2017

This Product Disclosure Statement (PDS) contains important information about the use of the Currency Card facility (“Currency Card”) and has been prepared by Heritage Bank Limited ABN 32 087 652 024, AFSL 240 984 (“Issuer”).

It includes:

Section A – General Information – this section provides general information on the Currency Card. You should read this section to find out whether the product is right for you.

Section B – Terms and Conditions – this section sets out terms and conditions that apply if you acquire the Currency Card.

Section C – Definitions – this section sets out the meaning of important words and terms used throughout Sections A and B.

Quick Reference Guide

Card Services

Australia: 1800 098 231

International: +44 207 649 9404

Loading Funds

Your Currency Card can be loaded and reloaded online via the website (“Online Load”) or via other methods we make available (as published online) from time to time.

Lost or Stolen Cards

If your Card is lost or stolen, or you think your PIN’s security has been breached, you can call our 24 hour Global Emergency Assistance helpline for immediate assistance.

Australia: 1800 098 231

International: +44 207 649 9404

Unauthorised Transactions

If you notice an error in any transaction on your Card you should attempt to communicate directly with the merchant to resolve a dispute. If it cannot be resolved and you wish to dispute a transaction on your card, complete the Dispute Claim Form available online.

Features at a glance

	In Store	Website	Card Services
Activate		✓	✓
Balance		✓	✓
Cash out		✓	✓ VIA FORM
Currency Transfer between purses		✓	✓
Suspend/ Unsuspend Card		✓	✓
Lost or Stolen Reporting			✓
Purchase Card		✓	
Reload		✓	
Replacement Card			✓
Transaction History		✓	✓
Update Contact Details		✓ LIMITED	✓

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Section A – General Information Introduction

This Product Disclosure Statement (“PDS”) contains important information and terms and conditions about the Currency Card facility (“Currency Card”) and has been prepared by Heritage Bank Limited ABN 32 087 652 024, AFSL 240 984 (“Issuer”).

This PDS does not take into consideration your objectives, financial situation or needs. Before applying for the Currency Card you should consider whether the Currency Card is appropriate for you, having regard to your own objectives, financial situation and needs.

It is important that you read and understand this PDS before deciding to apply for this product. Information in this PDS that is not materially adverse information is subject to change from time to time. You may access this updated information online. Alternatively, you may request a paper copy of this information free of charge from MasterCard Prepaid by calling 1800 098 231 (+44 207 649 9404 outside of Australia, call charges apply).

The information which the Issuer will make available by way of these updates is subject to change from time to time. By applying for, acquiring and activating this product you are entering into a contractual relationship (governed by the Terms and Conditions) with the Issuer, not with MasterCard Prepaid.

For more information about the Currency Card, visit the website.

Product Issuer

The Issuer, Heritage Bank Limited ABN 32 087 652 024, AFSL 240984, is an authorised deposit-taking institution holding an authority to carry on banking business in Australia and issues the Currency Card under an arrangement with MasterCard Prepaid. The Issuer holds an Australian Financial Services Licence (240984) authorising it to deal in, and provide financial product advice in relation to, certain classes of financial products, including the Currency Card. The Issuer has appointed MasterCard Prepaid for the purpose of providing the distribution and processing services mentioned below. The Issuer can be contacted at PO Box 190 Toowoomba QLD 4350 or via phone on 13 14 22.

By purchasing this product you are entering into a contractual relationship with the Issuer, not with MasterCard Prepaid.

Product Distributor

MasterCard Prepaid Management Services Australia Pty Ltd ABN 47 145 452 044, AFSL 386 837 (“MasterCard Prepaid”) distributes the product and supplies the processing services for the Currency Card (including services and systems necessary to issue and process all transactions on the Currency Card) and is responsible for customer service. MasterCard Prepaid can be contacted by calling 1800 098 231 (+44 207 649 9404 outside of Australia, call charges apply). MasterCard Prepaid is part of the MasterCard® Group.

What is the Currency Card?

The Currency Card is a reloadable, contactless, prepaid payment facility which allows you to preload your own funds in any of the available Currencies offered by us.

You can use your Currency Card to make purchases and withdraw cash overseas and in Australia wherever MasterCard® is accepted. The Currency Card can also be used online or over the phone at merchants that accept MasterCard.

SIGNIFICANT BENEFITS:

The Currency Card is:

Convenient

The Currency Card is a convenient way for you to access different currencies overseas, enabling you to easily manage your money while away from home. You can use it online or to pay directly for goods and services at merchants who accept MasterCard, or withdraw local currency from ATMs displaying the MasterCard acceptance mark.

Note that, although the MasterCard acceptance mark may be displayed, in some countries the Card may not operate due to restrictions imposed by MasterCard. You can find information regarding the countries where restrictions apply on the website. Please also note that the Card cannot be used for manual (non- electronic) transactions. In addition, the Card must not be used for any unlawful activity. You agree to never give your Card or PIN to another person.

Flexible

You can purchase and hold multiple Currencies on the one Card. A separate balance can be held on your Currency Card for each of the Currencies listed below (in the default order of priority), which are subject to change from time to time.

1. Australian Dollars (AUD)
2. United States Dollars (USD)
3. Euros (EUR)
4. Great British Pounds (GBP)
5. New Zealand Dollars (NZD)
6. Thai Baht (THB)
7. Canadian Dollars (CAD)
8. Hong Kong Dollars (HKD)
9. Japanese Yen (JPY)
10. Singapore Dollars (SGD)

The Currency Card is set up so that you can fully utilise your entire balance to fund a transaction. This means that where you do not have funds available in the currency of the transaction, either because it is not an available Currency, or because you do not have a sufficient balance in the available Currency, the Currency Card will use the balances of your other loaded Currencies in the default order of priority above to fund the transaction.

The Currency Card will first take funds from the relevant Currency balance that the transaction is denominated in, i.e. if the transaction in question is in USD, the Currency Card will first look to see if you have a sufficient USD balance and, if not, will then work its way through the other Currency balances in the above default order of priority until the transaction amount is able to be satisfied. Please see the Fees and Limits Table below for an explanation of what foreign exchange fees apply in these scenarios. If there are insufficient funds in all Currencies in your Card Fund, the transaction may not be completed. If a transaction is still processed and cleared, the negative balance becomes a debt immediately payable by you and you must pay that debt immediately.

Reloadable

The Card Fund is reloadable, which means that during the life of the Card value can be loaded multiple times within the applicable limits. This means that you can reload when you are overseas or load more funds to the Card Fund each time you travel. If you have money left on your Card Fund at the end of your travels, you can withdraw your remaining balance in Australian Dollars, you can spend the remaining funds online (in your existing Currencies) or you can transfer your remaining balance to Australian Dollars and spend domestically or online using the Card. Fees may apply to loading/reloading – please refer to the Fees and Limits Table in this PDS.

Online Load:

You can go online and follow the prompts to load/reload your Currency Card. Once you complete your load/reload transaction instruction you will be able to make payment for the transaction using BPAY or Bank Transfer via your financial institution, or using other such methods made available on the website from time to time.

Please see the online ordering terms and conditions available online for more information about Online Load transaction instructions.

Although a load transaction can be for a value denominated in any of the available Currencies, you may only make payment for such load transactions for which instructions have been completed online in Australian dollars.

Other methods:

Funds can be loaded by Bank Transfer directly via your own internet banking.

BSB: 880-117

Account number: 9 digit account number to be retrieved from My Account

Account name: “Your name”

Bank Transfer loads will generally take one Business Day to be processed however may take longer if the payment is not made before 2pm on a Business Day Australian Eastern Standard Time.

Funds can also be loaded by BPAY directly via your own internet banking or phone banking.

Biller code: 184416

Reference no: your 16 digit Card number

BPAY loads will generally take two Business Days to be processed however may take longer if the payment is not made before 2pm on a Business Day Australian Eastern Standard Time.

Bank Transfer and BPAY loads not via the website will be allocated to your current default Currency nominated on your Currency Card. The default currency will initially be Australian Dollars, however you can change your default Currency online. If your default currency is not Australian Dollars at the time the transaction is settled, the load will be converted into the default Currency in accordance with the Terms and Conditions.

Although a load transaction can be for a value denominated in any of the available Currencies, you may only settle the transaction in Australian dollars. Load transactions are subject to fees and limits set out in the Fees and Limits Table.

Refer to clause 10.3 of the Terms and Conditions for details on how foreign exchange rates are applied.

Exchange rates for initial loads and subsequent reloads made using methods available via Online Load will be set at the prevailing exchange rate set out online at the time of your request. If you initiate a load or reload other than via Online Load, the exchange rate applied will be the prevailing exchange rate at the time the payment is processed and the funds are received into your facility, where such exchange rate may be different to the exchange rate at the time of your request.

Safer than cash

For additional security, your Card is chip and PIN protected and has a signature panel on the reverse. You have access to our 24 hour Global Emergency Assistance for immediate assistance in the event your Card is lost or stolen, you have forgotten your PIN, or if you think your PIN's security has been breached.

Contactless

Your Card is MasterCard contactless enabled. MasterCard contactless is the faster way to pay for purchases under the applicable transaction limit (AUD

100 in Australia) without signature or PIN. Just tap your Card against the reader and go. For more information, please visit www.mastercard.com/contactless. Transaction limits for contactless transactions may change from time to time. For transactions above the limit, additional authorisation is required. Different transaction limits apply in different countries.

Easy

Once Activated, your Currency Card enables you to load both foreign currencies and Australian dollars onto the one Card. This means you can exchange your Australian dollars into one or more Currencies you require before you travel. When travelling you then know exactly how much you have to spend in the relevant Currency, and you can view and manage your balances online.

Things you need to know before purchasing a Currency Card

SIGNIFICANT RISKS:

Security

It is important that you safeguard your Card details, your PIN and any other passwords, equipment or software required for your operation of the Currency Card. If you do not, then you may be liable for unauthorised transactions and other amounts as explained further in the Terms and Conditions. You may also have other liabilities, and our liability may be limited, as described in the Terms and Conditions. There is a risk of unauthorised or mistaken transactions being made through the Currency Card.

In certain circumstances, the Issuer's liability in respect of unauthorised or mistaken transactions is limited, meaning that you may still be liable for the transaction.

In some circumstances the Issuer may not be liable for losses caused by equipment or system failure (including consequential losses), meaning that you may still be liable for the transaction and consequential losses.

The amount that may be withdrawn using a Card may be limited by the ATM operator or merchant. In some cases, the way in which a point of sale transaction is processed will depend upon the functionality of the equipment used.

Foreign Exchange Fluctuations

When you load and/or allocate funds across multiple Currencies, you are exposed to, and take the risk of, foreign exchange fluctuations across these various Currencies. For instance, if you load your Card in US dollars (at the prevailing rate on the day - see clause 10 of the Terms and Conditions), then over time, the Australian dollar equivalent of this US dollar amount may be less than, or more than, the original Australian dollar amount.

Counterparty Risk

As counterparty to the Card you are relying upon the Issuer's financial ability to fulfil its obligations to you. As a result you have counterparty risk. The balance you load on the Currency Card is not a deposit and you do not have any depositor protection under the Financial Claims Scheme or any government guarantee which means you may lose all or part of your remaining balance of your Currency Card in the event of an insolvency of the Issuer.

Service Availability

In some circumstances, there is a risk that ATM or point of sale services may not be available for a period of time. The Issuer and MasterCard Prepaid are dependent upon the reliability and operational processes of technology and communications providers, with respect to computer and telecommunications network. While all parties seek to achieve 100% availability, process and service disruptions may occur periodically. The Card must not be used for manual (non-electronic) transactions (eg, imprinters, click-clack machines or offline transactions).

Card expiry

Each Card has an expiry date. The expiry date is printed on the front of the Card. The Card cannot be used after it has expired. However, you will still be able to cash out, less any applicable fees.

Pre-authorisation

Certain businesses (e.g. hotels, cruise lines and car rental companies) may ask for pre-authorisation of the estimated cost of the final bill. If the Card is used for this purpose, this pre-authorised amount will be temporarily unavailable (and in some cases for up to 30 days). Only the actual amount of the final bill will be deducted from the Card Fund balance. If you do use the Card for a pre-authorisation and need access to the pre-authorised amount within the 30 day period, you will need to contact the merchant directly to request the merchant to remove the pre-authorisation and it will be at MasterCard Prepaid's discretion to release the funds back onto your Currency Card.

Dynamic Currency Conversion ("DCC") and Multi Currency Choice ("MCC")

DCC and MCC are services provided by merchants that allows you to pay in your home currency or another currency when you are travelling overseas or shopping on an international website.

The merchant must inform you of the currency in which the transaction will be processed before you accept the transaction. By signing the receipt, entering a PIN or completing the transaction you accept the currency offered by the merchant or ATM owner. The currency in which you have authorised the transaction will appear on the transaction receipt.

Accepting the offer to settle in another currency may result in unnecessary conversion costs as the merchant may apply a foreign exchange margin to convert the transaction currency into another currency. In addition, the Spend Rate may apply in accordance with clause 10 of the Terms and Conditions - for example, if there are insufficient funds available in the other currency used for the DCC / MCC.

You should consider carefully the offer to complete the transaction in another currency. If you have the local currency loaded on your Card you may avoid DCC and MCC by using the local currency.

Loading Large Amounts of Currency

The risks of the Currency Card may be increased when loading large amounts of money onto the Currency Card as foreign exchange rate fluctuations (as described above) will have a greater impact the larger the amounts loaded onto the Card. There is no interest payable to you in relation to the Card Fund.

Third Party Limits

The amounts withdrawn or used for purchases using the Card may be limited by the ATM operator, merchant, or regional regulatory limits as relevant.

Fees and Limits

Fee	When is this payable?	Fee amount
Initial card issue fee	When you first purchase your card	FREE
Initial load fee	When you load your card online for the first time	FREE
Reload fee (online)	Each time you reload additional funds onto your card online via the website	FREE
Reload fee (Bank Transfer)	Each time you reload additional funds onto your card using bank transfer details without booking your rate via the website	FREE
Reload fee (BPAY)	Each time you reload additional funds onto your card using BPAY details without booking your rate via the website	1% of the reload amount ¹
Replacement card fee	When you request a replacement Card for lost/ stolen Cards	FREE
Negative Balance fee	A fee charged when a negative balance arises on your Card	FREE

Inactivity fee	A fee charged at the start of each month if you have not made any transactions on the Card in the previous 12 months. Unless your Card is used again, or reloaded, this fee applies each month until the Card is closed or the remaining Card balance is less than the inactivity fee.	\$4 per month
Cash out fee	The fee charged when you cash out any amount on your Card (other than withdrawals from an ATM)	\$10
Domestic ATM fee	Each time you withdraw cash from an ATM in Australia ²	2.95% of value withdrawn ³
International ATM withdrawal fee (outside Australia)	Each time you withdraw cash from an ATM outside of Australia using your Card ²	FREE
Currency to Currency fee	When you request to transfer funds from one Currency to another Currency on the same Card	FREE You will see the applicable foreign exchange rate as determined by us at time of transaction
Currency Conversion Fee	When a purchase or ATM withdrawal is conducted in a currency that is not loaded on your Card, or when there are insufficient funds in that currency to complete the transaction and the cost is allocated against other Currency/ies on your card to fund the transaction	FREE The Spend Rate will apply to foreign exchange transactions in accordance with the Terms and Conditions

CARD LIMITS Amounts shown are in AUD	
Maximum number of Cards you may hold in your name at any one time	One
Minimum amount you can load/reload on your Card per load/reload	AUD 100 or currency equivalent
Maximum amount you can load/reload on your Card per load/reload (see additional requirements for BPAY reload below)	AUD 100,000 or currency equivalent
Maximum BPAY reload amount in any 24 hour period	AUD 25,000 or currency equivalent
Maximum balance allowed across all Currencies during any 12 month period or at any one time	AUD 100,000 or currency equivalent
Maximum ATM withdrawal amount in any 24 hours	AUD 3,000 or currency equivalent (some ATM operators may set their own withdrawal limits)
Maximum value of EFTPOS transactions during any 24 hour period	AUD 15,000 or currency equivalent

¹BPAY® reload fee: 1% of the reload amount which will be deducted from your reload amount. For example, a reload of AUD500 attracts a fee of 1% (AUD500 x 1% = AUD5). The amount of your reload will therefore be AUD495. This fee is set and charged by MasterCard Prepaid.

²Some ATM operators may charge their own fee.

³Domestic ATM withdrawal fee: 2.95% of the amount withdrawn charged at the time when you use your Card to make a withdrawal from ATMs in Australia. For example, if you withdraw AUD200 from an ATM in Australia it will attract a fee of AUD5.90 (AUD200 x 2.95%).

Important information

Although the Issuer of this product is an authorised deposit-taking institution in Australia, Currency Card is not a deposit account or bank account with the Issuer, nor is Currency Card linked to any deposit account or bank account. Accordingly, you do not have any depositor protection under the Financial Claims Scheme or any government guarantee.

You do not earn interest on the funds held in your Currency Card.

What happens if you have a complaint?

If you have a complaint, you can contact MasterCard Prepaid by:

Calling 1800 098 231 (+44 207 649 9404 outside of Australia, call charges apply) or refer to additional contact details listed on the website.

Mail – write to: MasterCard Prepaid Management Services Australia Pty Limited, PO Box 1653, North Sydney, NSW 2060 Attention: Card Dispute Resolution

We will handle all complaints according to our internal dispute resolution procedure (and the ePayments Code, where the complaint relates to a transaction covered by the ePayments Code).

Our dispute resolution procedure requires that we seek to resolve your complaint within 21 days, although it is not always possible to do so. If we are unable to resolve your complaint to your satisfaction within 45 days, you may be eligible to escalate the complaint to the Issuer's external dispute resolution service. The period of 45 days may be extended in exceptional circumstances or where the Issuer decides to resolve the complaint under the rules of the MasterCard scheme. If you wish to escalate the complaint, please tell us and we will facilitate the referral free of charge.

Our external dispute resolution service is:
Financial Ombudsman Service (FOS)

GPO Box 3, Melbourne VIC 3001

Phone: 1800 367 287

Fax: 03 9613 6399

Website: www.fos.org.au

Email: info@fos.org.au

In addition, you may contact the Issuer by:

Phone: call 13 14 22 (from within Australia) or +61 7 4690 9000 (from outside Australia)

Mail: write to: Heritage Bank Limited, PO Box 190 Toowoomba, QLD 4350

Fax: write to fax number: 07 4694 9782 (from within Australia) or +61 7 4694 9782 (from outside Australia).

Section B – Terms and Conditions

1 Understanding these Terms and Conditions

- 1.1 All amounts of money specified in these Terms and Conditions are in Australian dollars (unless otherwise specified).
- 1.2 References to days, times or periods of time in these Terms and Conditions are reckoned according to Australian Eastern Standard Time.
- 1.3 These Terms and Conditions govern the use of the Currency Card.
- 1.4 You agree to these Terms and Conditions by any action relating to the Currency Card including but not limited to signing the back of a Card; using a Card to make a purchase or withdraw cash from an ATM; activating a Card; or loading/reloading funds onto the Currency Card (but these are not the only ways that you can be taken to have agreed to be bound by the Terms and Conditions).
- 1.5 The Issuer is a subscriber to the ePayments Code and warrants that it will comply with the ePayments Code in its dealings with you relating to the Card and the Card Fund.

2 Issuing of Cards

- 2.1 The Currencies available in respect of the Card may vary from time to time. Before you make a decision to acquire the Card, please check online for details of the available Currencies. If we introduce a new Currency and you choose to allocate funds to that new Currency, you will be deemed to have acknowledged and agreed that, unless otherwise notified to you, these Terms and Conditions apply to such new Currency.
- 2.2 Subject to clause 5.10, you are responsible for determining the amount held for each Currency and for ensuring you have sufficient funds for all transactions in the relevant Currency. Subject to certain limits and subject to a fee (refer to the Fees and Limits Table), you may allocate your funds across different Currencies online and/or

by such additional methods as we may make available to you from time to time.

- 2.3 You should memorise the PIN to prevent unauthorised use of the Card. You must also follow the rules on Card security (see clause 13 below).
- 2.4 The Card is the Issuer's property. The Issuer may suspend use of the Card and/or ask that you return the Card if the Issuer believes there is a good reason to do so. You must ensure that the Card is promptly returned to the Issuer if it asks you to do so.
- 2.5 The Card is not a credit card and, subject to the Card Fund becoming overdrawn (which is prohibited), all use is limited to the amount loaded to the Card Fund and any other limits referred to in these Terms and Conditions.
- 2.6 There is no interest payable to you on the balance of the Card Fund.
- 2.7 Amounts can be added to the Card Fund only as specifically provided in these Terms and Conditions.
- 2.8 The Card Fund does not amount to a deposit with the Issuer and the amount standing to the positive balance of the Card Fund does not count as an amount or deposit for any purpose, other than as described in these Terms and Conditions.
- 2.9 The issuance of a Card is subject to you satisfying the relevant application criteria, as determined by us from time to time in order to meet customer identification and know your customer requirements set by law, including by providing us with sufficient information and proof in relation to your identity. We may at our discretion limit application criteria to drivers licence and/or passport holders of particular countries or by reference to particular types of identification at our sole discretion if we believe this is necessary for know your customer or due diligence purposes.

- 2.10 In certain circumstances we may also ask you to provide us with additional details, including but not limited to your source of funds. We may ask you to provide additional information in relation to your identity and/or source of funds at any time.
- 2.11 We reserve the right to refuse an application at our sole discretion on any lawful grounds, including but not limited to where we are unable to satisfy ourselves as to your identity or where your profile is inconsistent with our customer profile for the Card.
- 2.12 You must provide all information to us which we reasonably require in order to manage anti-money laundering or counter-terrorism financing and economic and trade sanctions risks or to comply with any laws or regulations in Australia or any other country.
- ### 3 Activation
- 3.1 If you purchase your Card online you must activate your Card by registering and logging in online.
- ### 4 Expiry
- 4.1 The expiry date is printed on the front of the Card.
- 4.2 The Card cannot be used after it has expired. However, you will still be able to obtain a refund of the Card Fund balance, less any applicable fees (refer to Fees and Limits Table).
- ### 5 Use of the Card
- 5.1 The Card may, subject to any applicable fee, be used to withdraw cash from an ATM displaying the MasterCard® acceptance mark and/or to pay for goods and services at merchants, or online, where MasterCard is accepted.
- 5.2 The Card cannot be used for manual (non-electronic) transactions. In addition, the Card must not be used for any unlawful activity. You agree to never give your Card or PIN to another person.
- 5.3 When using your Card at POS terminals and ATMs, you must select “credit” and not the “cheque” or “savings” option. Please note that by selecting “credit” you are simply accessing the Funds through the MasterCard payment scheme; you are not provided with any credit by the Issuer or any other person (although if a Negative Balance occurs, then you will have to repay the amount owing – see clause 8.6 below). Unless the transaction is a MasterCard contactless transaction, you will then be asked to enter your Card PIN or provide a signature to confirm the transaction.
- 5.4 Although the MasterCard acceptance mark may be displayed, in some countries the Card may not operate due to restrictions imposed by MasterCard. Details of the countries in which the Card will not operate are available on the website.
- 5.5 When a Card is used to purchase fuel at an automated fuel pump the Card Fund must have a minimum balance of AUD80 (or foreign currency equivalent). In addition, if a Card is used to make a telephone call there must be a minimum of AUD11 (or foreign currency equivalent). If you spend less than these minimum amounts any unused balance may be temporarily unavailable.
- 5.6 When a Card is used at bars or restaurants an additional percentage (usually, but not necessarily, 20%) may be automatically added as an anticipated service charge or tip and debited to the Card Fund. If your actual service charge or tip is less, any unused balance may be temporarily unavailable.
- 5.7 Certain businesses may not accept the Card as a means of pre-authorising expenditure. If the Card is used for this purpose, some businesses (such as hotels, cruise lines and car rental companies) may pre-authorise the estimated amount of the final bill and this amount will temporarily be unavailable. Only the actual amount of the final bill will be deducted from the Card Fund.

- 5.8 When a Card is used to purchase goods for delivery by mail or online an additional 10% may be automatically added as an anticipated delivery charge. If the actual delivery charge is less, any unused difference may be temporarily unavailable.
- 5.9 Subject to the application of clauses 5.10 and 10.4, the applicable Currency balance (and therefore the total Card Fund) will be debited with the amount of each cash withdrawal or transaction and any fee and these debits will reduce the balance of the applicable Currency (and therefore the total Card Fund). Except for contactless transactions that do not require authorisation or validation, each transaction will require authorisation or validation before completion.
- 5.10 If there are insufficient funds in a particular Currency to pay for a transaction, the balance of the transaction will be automatically processed using other Currencies in the order of priority described in of this PDS. If following the use of the available balances of all Currencies there are still insufficient funds to pay for a transaction, the Card may be declined or the retailer may allow you to pay the balance by some other means. If we add any new currencies to the Currencies available to you in connection with the Card, then we will notify you of the new order of priority either directly or via the website.
- 5.11 You agree to accept a credit to your Card Fund in the applicable Currency if you are entitled to a refund or other credit for any reason for goods or services purchased using the Card.
- 5.12 A transaction or payment cannot be cancelled once you authorise the use of the Card.
- 5.13 The ATMs and point of sale terminals are not owned or operated by the Issuer or MasterCard Prepaid and the Issuer and MasterCard Prepaid are not responsible for ensuring that they will accept the Card.
- 5.14 You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card in the country of purchase and/or use.
- 5.15 By successfully applying for and using the Currency Card, you acknowledge and agree that we do not provide and you will not receive paper statements unless you contact us to request a paper statement. Electronic statements showing the Card's transactions and Card Fund balance are available by logging in online at the website.
- 5.16 If a person reports that a mistaken payment has been made from the person's account to your Card Fund, you agree that:
- (a) we may inform that person's financial institution whether or not your Card Fund has sufficient funds to cover the mistaken payment; and
 - (b) we may freeze those funds, or debit those funds from your Card Fund where we are required to do so under the ePayments Code.
- 5.17 Where required by relevant law, for example where you appear to be a "proscribed person", you acknowledge that we may be required to block access to the Card and/or Card Fund and immediately refuse to process or complete any transaction or suspend or terminate our arrangements with you. You agree that under these circumstances we are under no liability to you.
- 5.18 You agree that we may delay, block or refuse to process any transaction without incurring any liability if we suspect that the transaction:
- (a) may breach any laws or regulations in Australia or in any other country;
 - (b) involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any

person that is sanctioned under economic and trade sanctions imposed by the United States Office of Foreign Assets Control, United Nations, the European Union or any country; or

- (c) may directly or indirectly involve the proceeds of, or be applied for the purposes of, any unlawful conduct.

6 Card limits

- 6.1 Most ATM operators limit the minimum and maximum amounts that can be obtained in a single transaction. These amounts may also be limited (in some countries) by regulatory controls.
- 6.2 Other limits are also applicable to the use of the Card, as set out in the Fees and Limits Table.

7 No Additional Cards

- 7.1 You will be provided with one Card upon purchase and you must not allow your Card to be used by another person.

8 Card Fund

- 8.1 Until the expiry of the Card you can add additional funds to each Currency online using accepted payment methods, or through other methods made available from time to time, subject to certain limits and subject to any applicable fees (refer to the Fees and Limits Table or as communicated to you from time to time).

Bank Transfer and BPAY loads will generally take up to two Business Days to be processed however may take longer if the payment is not made before 2pm on a Business Day Australian Eastern Standard Time. Bank Transfer and BPAY loads not via the website will be allocated to your current default Currency (and will be converted to that default currency if the default currency is not Australia Dollars). The default currency will initially be Australian Dollars, however you can change your default Currency online. Please note

that you can only have one default Currency at a time. If you send a Bank Transfer or BPAY load and then change your default Currency before we receive your payment we will apply your load to the Currency that is set as your default Currency at the time we process your load.

- 8.2 For security purposes, please memorise your PIN. You should not keep your PIN written anywhere near your Cards. If you forget your PIN, you can obtain a PIN reminder by going online and following the prompts or by calling Card Services and answering the security questions.
- 8.3 You may also be able to make a balance enquiry at some ATMs although availability is dependent on the country and the ATM used. There may be a fee payable (to the ATM operator) for balance enquiries.
- 8.4 If an ATM displays a balance for the Card Fund, then this may be displayed in AUD or in a different currency, in which case the exchange rate applied may be different to ours and minor discrepancies can arise. It is not recommended that you rely on the balance displayed at an ATM.
- 8.5 Information sent over the internet may not be completely secure and the internet and the online systems are not controlled or owned by the Issuer or MasterCard Prepaid so neither the Issuer nor MasterCard Prepaid can guarantee that they will function at all times and the Issuer and MasterCard Prepaid accept no liability for unavailability or interruption or for the interception or loss of Personal Information or other data.
- 8.6 The Card Fund can only be used if it has a positive balance. If a particular Currency becomes overdrawn, and a Negative Balance arises, following any transaction authorised by you, the resulting debit balance immediately becomes a debt payable by you to the Issuer and we retain the right to recover this debt by deducting funds held in another Currency. When we convert the Negative Balance into the relevant Currency we

will use the same rate that we use for Currency to Currency allocations on the given day we process the transaction. If notwithstanding any such deduction a Negative Balance remains, the resulting debit balance immediately becomes a debt payable by you to the Issuer. If the Card Fund does become overdrawn, every attempt should be made by you to stop subsequent transactions.

8.7 If you notice any error in any transaction in the Card Fund then you must notify MasterCard Prepaid immediately and in any event within 30 business days of the transaction in question. The Issuer or MasterCard Prepaid may request you to provide additional written information concerning any error and you must comply with that request.

8.8 Provided that you have complied with all reasonable requests for information we will correct the error if it is our or any of our service providers' fault. If we decide it is not our fault we will notify you in writing or by email as soon as this decision is made. Where we are required to do so, we normally re-credit the Card Fund within 10 business days, although there may be a delay while investigations are completed.

8.9 If the Issuer or MasterCard Prepaid discover an error in the amount and/or Currency of any funds that have been loaded or reloaded onto the Currency Card for any reason, we are authorised to correct this error without further notice, including but not limited to debiting any amount of funds from the Card Fund that have been loaded in error.

9 Fees

9.1 You agree to pay and authorise us to debit the Card Fund for the fees set out in the Fees and Limits Table. These fees may be deducted from the Card Fund as soon as they are incurred. Unless otherwise specified, all fees will be deducted in AUD. If there are insufficient funds in AUD to pay such fees, then we will automatically

deduct funds from other Currencies in the order of priority described in of this PDS. Any such deduction of funds may be subject to a fee (refer to the Fees and Limits Table). If we make additional currencies available to you in connection with the Currency Card, then we will notify you of the new order of priority for the purposes of this clause either directly or via the website.

9.2 Certain merchants may charge an additional fee if the Card is used to purchase goods and/or services. The fee is determined and charged by the merchant and is not retained by us.

9.3 The Card may, subject to any applicable fee, be used to withdraw cash from ATMs displaying the MasterCard acceptance mark.

9.4 If any amount payable under this PDS represents consideration for a taxable supply, then those amounts shall be taken to be exclusive of GST.

10 Foreign currency transactions

10.1 There are seven instances where a foreign exchange rate will apply:

(a) Initial load where you allocate funds in a foreign Currency (i.e. in a currency other than AUD);

(b) Online Loads or loads not via the website or such other methods made available from time to time where you allocate funds in a foreign Currency (i.e. in a currency other than AUD);

(c) Point of sale transactions where the transaction is in a currency that is not one of the Currencies available on the Currency Card (including any transaction where we deduct funds under clause 5.10 above due to insufficient funds);

(d) ATM withdrawals where the local currency is not one of the Currencies available on the Currency Card, or where there is an

insufficient available balance in the relevant Currency;

- (e) Where you allocate funds from one Currency to a different Currency;
- (f) Where we allocate funds from one Currency to a different Currency in accordance with these Terms and Conditions; and
- (g) Where your Currency Card is closed, or you request repayment of the balance on your Currency Card under clause 11 below, that has funds in a foreign Currency (i.e. in a currency other than AUD).

The method for calculating the foreign exchange rate for each scenario is set out below.

- 10.2 The foreign exchange rate used for Initial loads are set and determined by MasterCard Prepaid and vary each day. Foreign exchange rates are subject to variation and the rate that applies one day will not necessarily be the same on any other day.
- 10.3 The foreign exchange rates used for Online Loads and loads not via the website are set and determined by MasterCard Prepaid and vary each day. Exchange rates for initial loads and subsequent reloads via Online Load will be set at the prevailing exchange rate set out on the website at the time of your request, provided you follow the instructions and make payment within four hours. Where you do not make payment within four hours, the applicable exchange rate may differ to the exchange rate at the time of your request as it will be set at the prevailing exchange rate at the time the transaction is settled, which may take up to 3 Business Days at which point the funds will be shown to have been received into your Card Fund.

For loads or reloads not completed via the website, the exchange rate applied will be the prevailing exchange rate at the time the transaction is settled, which may take up to 3 Business Days at which point the funds will be

shown to have been received into your Card Fund. For loads or reloads not completed via the website, the applicable exchange rate may be different to the exchange rate at the time of your request.

- 10.4 If an ATM withdrawal or point of sale transaction is made in a currency which is different to any of the available Currencies, or exceeds the relevant available Currency balance, on your Currency Card, the amount will be funded by converting the transaction amount into the next available Currency balance on your Currency Card in the order of priority described in this PDS. The foreign exchange rate used is set and determined by MasterCard Prepaid and varies each day.
- 10.5 The foreign exchange rate used for allocating funds from one Currency to another Currency is set and determined by MasterCard Prepaid and varies each day.
- 10.6 Where your Currency Card is closed, or you request repayment of the balance of your Currency Card under clause 11.3 below, and the Card has funds in a foreign Currency (i.e. in a currency other than AUD), we will convert these funds into AUD. The foreign exchange rate used for this is set and determined by MasterCard Prepaid and varies each day.

Examples

Example 1: The following example is provided to assist you in understanding how the foreign exchange rate is set and applied when you load your Currency Card by way of an Online Load. You are travelling to the United Kingdom and wish to activate the Currency Card and load GBP.

- Following Activation you go online and indicate that you wish to load GBP 1,000 into your Currency Card.
- You are quoted a foreign exchange rate of AUD 1.00 = GBP 0.6501 (GBP 1.00 = AUD 1.538), which is the rate that has been set by MasterCard Prepaid.

- The corresponding Australian Dollar cost to you of AUD 1,538.20 is also quoted.
- This rate and the corresponding cost to you to purchase GBP 1,000 are set when you confirm your purchase.
- You will then be obliged to settle AUD 1,538.20 using methods made available online from time to time.

Example 2: The following example is provided to assist you in understanding how the foreign exchange rate is set and applied when you conduct a BPAY load and your default Currency is not Australian dollars.

- You initiate a BPAY load by making a payment of AUD 2,000 using the BPAY biller code and reference set out in this PDS and your default Currency is USD.
- At the time the transaction is settled and funds are loaded onto the Currency Card (which may take up to two or three Business Days) the relevant foreign exchange rate is AUD 1.00 = USD 0.998 (USD 1.00 = AUD 1.002), which is the rate that has been set by MasterCard Prepaid.
- The corresponding USD amount at that rate is USD 1,996, which is loaded into your USD balance.

Example 3: The following example is provided to assist you in understanding how the Spend Rate is applied when you conduct an ATM transaction in a currency that is different to the Currencies on the Currency Card. Although it describes an ATM transaction the same process will apply to POS transactions. You are travelling to Brazil and wish to withdraw Brazilian Real BRL 50.00 from an ATM there (Funds from your AUD balance will be used first as per the default order of priority – see clause 10 above):

- Assuming the Spend Rate is AUD 1.00 = BRL 0.746 the AUD cost will be AUD 67.02 ($1/0.746 \times \text{BRL } 50.00$).
- If the merchant settles the transaction on the same day as the purchase, AUD 67.02 will be debited from your AUD balance. If the merchant settles on a subsequent day, then the rate that applies will be the Spend Rate on the day of settlement. You can obtain this exchange rate by contacting MasterCard Prepaid. Any withdrawal fee charged by an ATM operator will be charged in addition to the above amounts.

Example 4: The following example is provided to assist you in understanding how the Spend Rate is applied when you conduct a transaction that requires us to allocate funds from several Currencies. You are travelling in the United States of America and while shopping make a purchase for USD 150.00. At the time of this purchase you have the following Currency balances – USD 50, AUD 0, EUR 60, CAD 100. The following application of Funds will take place:

Currency balance before transaction	Amount to debit from Card Fund	Running purchase balance	Spend Rate	Currency balance after transaction
USD 50.00	USD -50.00	USD 100.00	-	USD 0.00
AUD 0.00	AUD 0.00	USD 100.00	-	AUD 0.00
EUR 60.00	EUR -60.00	USD 15.81	USD 1: EUR 0.7127	EUR 0.00
CAD 100.00	CAD -15.98	USD 0.00	USD 1: CAD 1.0109	CAD 84.02

Example 5: The following example is provided to assist you in understanding how the foreign exchange rate is set and applied when you allocate funds from one Currency to another Currency on your Currency Card, or from one currency on your Currency Card to a different currency on another person's Currency Card. You have USD 500 held in the USD Currency balance in your Currency Card and you wish to transfer all of it into your GBP Currency balance.

- You go online and indicate that you wish to transfer USD 500 into GBP.
- You are quoted a foreign exchange rate of USD 1.00 = GBP 0.688 (GBP 1.00 = USD 1.453).
- The corresponding amount of GBP 344 that this will enable you to purchase is also quoted.
- Once this is confirmed by you, we will deduct USD 500 from your USD Currency balance and add GBP 344 to your GBP Currency balance.

11 Cash Out

- 11.1 You can cash out at any time by contacting us. You can also contact us if you want to close your Currency Card.
- 11.2 The Issuer and MasterCard Prepaid may, with or without notice and without incurring any liability to you cancel or suspend the Currency Card and/or terminate this agreement with you if it has good reason to do so, including without limitation if:
- (a) the Issuer considers the Currency Card has been or is likely to be misused;
 - (b) you breach any of these Terms and Conditions;
 - (c) the Issuer suspects any illegal use of the Currency Card;

(d) you gave the Issuer or MasterCard Prepaid false, inaccurate or incomplete information when you applied for the Currency Card.

- 11.3 If the Currency Card is closed, we will refund any positive balance in your Card Fund (less any fees). You will receive payment in Australian Dollars for any cash out of your Currency Card. The relevant amount will be deposited into your nominated Australian bank account. Any amounts that are uncanceled, pre-authorized or "held" amounts (see clause 5 above) will not be available for cash out until the pre-authorization has been cancelled or the "held" amounts released by the merchant and the relevant amounts are available for spending or withdrawal. A currency exchange rate will apply to any cash out of funds to your bank account that are held in foreign currency. Please refer to clause 10 for information on foreign exchange transactions.

- 11.4 Once the Currency Card is closed, unless we instruct you otherwise, you must destroy the Card by cutting it in half diagonally, ensuring the chip is destroyed, and disposing of it securely.

12 Global Emergency Assistance

- 12.1 You are entitled to Global Emergency Assistance from Activation until expiry or closure of the Currency Card. Global Emergency Assistance services are provided by MasterCard Prepaid.
- 12.2 The Issuer arranges for the Global Emergency Assistance services to be provided and is not the provider. The Issuer does not promise that the Global Emergency Assistance services will:
- (a) always be available;
 - (b) be suitable for any purpose; or
 - (c) be provided to any particular standard.
- 12.3 You acknowledge that any changes to, or discontinuation of, the Global Emergency Assistance services can occur without the Issuer's participation.

- 12.4 You also acknowledge and agree that:
- (a) the Global Emergency Assistance services are used at your own risk;
 - (b) the Issuer is not liable for any liability or loss arising in connection with the use by you of the Global Emergency Assistance services or because of the Global Emergency Assistance services being unavailable or discontinued;
 - (c) you cannot make any complaint to the Issuer about the Global Emergency Assistance services; and
 - (d) you do not rely on the Global Emergency Assistance services being available, being suitable for any purpose or being provided to any particular standard in deciding to purchase the Card.

13 Card security

- 13.1 You must make sure that you keep the Card, the Security Details and all Security Codes safe and secure by taking the following precautions (“Security Requirements”). You must not:
- (a) allow anyone else to use the Card;
 - (b) interfere with any magnetic stripe or integrated circuit on the Card;
 - (c) unnecessarily disclose the Card number;
 - (d) write any Security Code on the Card;
 - (e) carry any Security Code with the Card unless you make a reasonable attempt to protect the Security Code;
 - (f) record any Security Code where it may be accessed by other people unless you make a reasonable attempt to protect the Security Code;
 - (g) voluntarily disclose any Security Code to anyone else, including a family member or friend; or

- (h) fail to comply with any instructions we give about keeping the Card and any Security Details safe and secure; or
- (i) act with carelessness in failing to protect the security of the Security Code.

- 13.2 The Card will be disabled if an incorrect PIN is entered three successive times. If the Card is disabled, please contact Card Services to reactivate the Card. There may be a delay (usually 24 hours) in reactivating a disabled Card.

14 Loss, theft and misuse of Cards

- 14.1 If you know or have reason to suspect that the Card is lost or stolen or damaged, likely to be misused or you have reason to suspect that someone else may know the Security Codes or Security Details, you must immediately notify Card Services. We will then suspend the relevant Card to restrict further use.

- 14.2 You may be required to confirm details of the loss, theft or misuse in writing (and to provide particular information in the confirmation) and you must comply with that requirement.

- 14.3 You must assist us and the police in any enquiries and attempts to recover a lost or stolen Card.

- 14.4 If any lost Card is subsequently found it must not be used unless we confirm it may be used.

15 Liability for Unauthorised Transactions

- 15.1 Your liability for losses arising from Unauthorised Transactions will be determined under the ePayments Code.

- 15.2 You will not be liable for losses resulting from Unauthorised Transactions where it is clear that you have not contributed to the loss.

- 15.3 You will not be liable for losses resulting from Unauthorised Transactions that are caused by the fraudulent or negligent conduct of:

- (a) our staff or agents; or
- (b) companies involved in networking arrangements, or
- (c) merchants who are linked to the electronic funds transfer system or their agents or employees.

15.4 You will not be liable when Unauthorised Transactions:

- (a) happen using a Card after notification to us that the Card has been misused, lost or stolen or that the security of the relevant Security Codes has been breached
- (b) happen before you receive a Card and/or PIN (including a reissued Card and/or PIN);
- (c) are made with forged, faulty, expired or cancelled Cards, Identifiers or PINs (as applicable);
- (d) are the result of the same transaction being incorrectly debited more than once to the same Card Fund; or
- (e) are made using an Identifier without a Card or PIN.

15.5 Subject to clauses 15.1, 15.2, 15.3 and 15.4, where we can prove on the balance of probability that you have contributed to the losses caused by an Unauthorised Transaction:

- (a) through your fraud; or
- (b) by failing to comply with the Security Requirements,

then you are liable for the actual losses which occur before we are notified of the loss, theft or misuse of your PIN or Card or a breach of the Security Requirements. However, you will not be liable for any loss on any day, or in any period, exceeding any applicable transaction limit for that day or period and you will not be liable for loss in excess of the balance of the Card Fund available for transactions using the Card.

If you leave your Card in an ATM, you will be liable for all losses arising from Unauthorised Transactions in relation to your Card as long as the ATM incorporates reasonable safety standards that lessen the risk of your Card being left in the ATM (e.g. ATMs that capture cards that aren't removed or which require a user to swipe and then remove a card before commencing the transaction).

15.6 Subject to clauses 15.1, 15.2, 15.3 and 15.4, you will be liable for losses resulting from Unauthorised Transactions where we can prove on the balance of probability that you have contributed to the losses through unreasonably delaying notification of the misuse, loss or theft of a Card or that the security of the relevant PIN has been breached. Your liability in this case is limited to losses occurring between the time that you became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen Card, but you will not be liable for any loss on any day, or in any period, exceeding any applicable transaction limit for that day or period and you will not be liable for loss in excess of the balance of the Card Fund available for transactions using the Card.

15.7 If it is unclear whether or not you contributed to the loss caused by an Unauthorised Transaction that required a PIN, the amount of your liability will be limited to the least of:

- (a) AUD150;
- (b) the actual loss at the time we're notified of the misuse of the Card, loss or theft of the Card or of the breach of security of the relevant Security Codes (limited by the applicable daily or period transaction limits over the relevant timeframe); or
- (c) the balance of the Card Fund available for transactions using the Card.

15.8 To dispute a transaction(s) on your Card Fund, complete the "Dispute Claim Form" available on the website.

16 Replacement Cards

- 16.1 If the Card is lost, stolen or damaged while you are in Australia, you can request a replacement by contacting MasterCard Prepaid on 1800 098 231. Replacement Cards are sent to you at your nominated address.
- 16.2 If the Card is lost, stolen or damaged while you are overseas you can request a replacement by contacting MasterCard Prepaid on +44 207 649 9404 (call charges apply). Replacement Cards can be delivered to you, depending on your location and availability. MasterCard Prepaid may arrange for funds to be made available from various outlets overseas, or to send funds directly to you, in place of delivering a replacement Card.

17 Changing the Terms and Conditions

- 17.1 We may change these Terms and Conditions (including bringing in new fees, changes in the fees or limits and the services we offer) at our discretion by giving you 30 days notice (see clause 20 below for details of how we will communicate with you). You may close the Card in accordance with clause 11 if such changes are not suitable to you.
- 17.2 We will not be in breach of these Terms and Conditions if we take necessary action in order to make a change necessitated by an immediate need to restore or maintain the security of the system or the Card Fund.

18 Your Personal Information (important information about your privacy)

- 18.1 By purchasing and using the Card you consent to the Issuer and MasterCard Prepaid and their respective agents collecting, using and disclosing your Personal Information under these Terms and Conditions. If you do not agree to our doing so then we cannot make the Card available to you and you should not purchase the Card.

- 18.2 You must notify us immediately of any change to your address by calling Card Services. Other contact details may be changed by accessing My Account and typing the relevant changes yourself or by contacting us. You should also contact us if you change your name by calling Card Services. We will not be responsible if you do not receive any notice or correspondence that has been sent in accordance with the contact details you have provided to us.

- 18.3 You may be required to provide information to the Issuer and MasterCard Prepaid (including evidence of identity) when purchasing the Card or adding additional funds to the Card Fund.

- 18.4 The Issuer will take all reasonable precautions to keep Personal Information secure and protect it under the Privacy Policy.

- 18.5 Your Personal Information may be disclosed by the Issuer or MasterCard Prepaid and their respective agents to third parties to facilitate the provision of the Card Services and related services, to monitor compliance with these Terms and Conditions and for data analysis, anti-money laundering, detection of crime, legal compliance and fraud prevention purposes. The Issuer and MasterCard Prepaid may also disclose Personal Information to collection agencies and lawyers in the event that we seek to recover any money that you owe under these Terms and Conditions.

- 18.6 In addition, by acquiring or activating a Card, you are consenting to the Issuer and MasterCard Prepaid using your Personal Information to notify you of product features, related products, promotions and customer surveys that we may conduct from time to time. You can elect to not receive further notifications by clicking on the unsubscribe link in the marketing material or by contacting us. You also consent to us sending SMS's to your mobile phone to advise you of Card features or information relevant to your Card, such as low balance alerts. If you have provided us with your mobile phone number we may also send you low balance and other Card related

alerts via SMS. See clause 22 below for details on SMS Messaging.

- 18.7 Your Personal Information will be disclosed and processed outside Australia to overseas recipients including the United Kingdom and United States of America for the purposes disclosed in these Terms and Conditions but all service providers are required to have adequate safeguards in place to protect your Personal Information to a standard comparable to privacy laws in Australia.
- 18.8 Your Personal Information may also be used where we are required or permitted to do so as a result of any government laws and regulations, by a court order or by any business or persons to whom we transfer our rights and obligations under the agreement between you and the Issuer which is governed by these Terms and Conditions.
- 18.9 We will continue to keep Personal Information that is necessary after the expiry of the Card or closure of your Card Fund on the same terms as are set out above.
- 18.10 You are entitled to ask the Issuer or MasterCard Prepaid to supply you with any Personal Information that we hold about you. You must submit your request in writing and may be required to provide evidence proving your identity. We will delete any incorrect information or correct any errors in any of your Personal Information that come to our attention.
- 18.11 To aid us in the provision of the services provided under these Terms and Conditions, in the interests of security, and to help the Issuer and MasterCard Prepaid maintain and to improve their level of service, all telephone calls may be recorded and/or monitored.

18.12 You agree that we may disclose any information concerning you to:

- (a) any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere; and
- (b) any person we use to make payment for the purpose of compliance with any such law or regulation.

19 Our liability

- 19.1 We will not be liable to you for any loss due to:
- (a) any instructions given by you not being sufficiently clear;
 - (b) any failure by you to provide correct information;
 - (c) any failure due to events outside our reasonable control;
 - (d) any industrial dispute;
 - (e) any ATM refusing to or being unable to accept the Card;
 - (f) the way in which any refusal to accept the Card is communicated to you;
 - (g) any indirect, special or consequential losses;
 - (h) any infringement by you of any laws, including currency laws in the country where the Card is issued or used;
 - (i) any dispute between you and the supplier of any goods and/or services purchased with the Card;
 - (j) our taking any action required by any government, federal or state law or regulation or court order; or
 - (k) anything specifically excluded or limited elsewhere in these Terms and Conditions.

19.2 You are not liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with your instructions. However, if you were aware, or should reasonably have been aware, that the system or equipment was unavailable or malfunctioning, our responsibility will be limited to:

- (a) correcting any errors; and
- (b) refunding any charges or fees imposed as a result.

19.3 Liability for Unauthorised Transactions will be determined according to the ePayments Code (see clause 15 above).

19.4 You should not interpret anything in these Terms and Conditions as excluding, restricting or modifying any guarantee, condition or warranty which is implied by the Australian Consumer Law. Where we are liable for a breach of these Terms and Conditions, then our liability is limited to:

- (a) the supplying of the services again; or
- (b) the payment of the cost of having the services supplied again.

19.5 The Issuer and MasterCard Prepaid are not responsible for and accepts no liability for any other goods or services that may be offered or provided to you by third parties.

19.6 The Issuer does not maintain the website through which My Account is accessible. You agree that the Issuer is not responsible for any content on that website other than information relating specifically to you, the Card Fund, the Currency Card or your Card.

20 Communications

20.1 You agree that we may give written notices or other communications to you under or in connection with these Terms and Conditions either:

- (a) by writing to you at your residential or postal address last known to us;
- (b) by giving it to you personally or leaving it at your residential or postal address last known to us;
- (c) by electronic communication to your email address or fax number last known to us or which you last gave us for sending notices and communications to you; or
- (d) if the notice or communication is not personal to you – by publishing a notice in a newspaper circulating nationally in Australia or by posting on the website.

20.2 For the purposes of giving you information that we are required to provide under the ePayments Code:

- (a) we may notify you by electronic communication;
- (b) you have the right to vary your nominated email address, mobile phone or fax number;
- (c) you have the right to terminate your Agreement to receive the information electronically (a fee for the provision of paper communications may apply); and
- (d) if within 6 months after the electronic communication is given, you ask for a paper copy of the information provided electronically, the paper copy will be provided to you.

20.3 If we give a notice or other communication to you by email, the content of the notice or communication may be:

- (a) set out in the body of the email;
 - (b) included as an electronic document attached to the email; or
 - (c) made available on My Account for retrieval by you (with the email advising you of this and of the general nature of the information, and giving you the ability to readily retrieve the information electronically. For example, by means of a link to My Account).
- 20.4 If we give a notice or other communication to you:
- (a) by writing to you – you are taken to have received it when it would be delivered in the ordinary course of the post;
 - (b) by giving it to you personally or leaving it for you – you are taken to have received it on the day of delivery; or
 - (a) electronically – you are taken to have received it on the day it is transmitted.
- 20.5 In addition to the ways set out in these Terms and Conditions, we may give you a notice or other communication by using any method allowed or required by a law or the ePayments Code. If a law or the ePayments Code requires us to use a particular method, we will do so.
- 20.6 You agree that, for the purpose of telephone communications originated or received by us, and for the purpose of electronic communications received by us, we may verify your identity by reference to any or all of the Security Details information on the SMS services provided by us from time to time, please visit the website.

21 Third parties

- 21.1 The Issuer may transfer its rights and obligations under its agreement with you to any other person or business. If this happens, the person or business to which this agreement is transferred assumes all of the Issuer's rights and obligations

under the agreement. From then on, references in these Terms and Conditions to the Issuer are to be read as references to the person or business to which the agreement was transferred.

- 21.2 Except in those circumstances, nothing in these Terms and Conditions will confer on any third party any benefit or the right to enforce any terms of the agreement between you and the Issuer.

22 SMS messaging

- 22.1 We may from time to time send you SMS alerts relating to your Currency Card and Card activity. You can stop the SMS alerts at any time by sending "STOP" to the number indicated in the SMS (your mobile phone provider will charge you their standard SMS fee for sending this SMS). For more information on the SMS services provided by us from time to time, please visit the website.

23 Governing law

- 23.1 These Terms and Conditions, and the agreement between you and the Issuer, are governed by the laws of New South Wales, Australia and any legal questions concerning the Terms and Conditions or the agreement will be decided under those laws.
- 23.2 You submit to the non-exclusive jurisdiction of the courts of New South Wales to hear and determine any disputes or legal questions concerning these Terms and Conditions or the agreement between you and the Issuer.

Section C – Definitions

Activate and Activation refers to the activation of the Card to enable you to use the Card.

ATM means an automated teller machine.

AUD means the lawful currency of Australia.

BPAY[®] means the “BPAY” electronic payments service through which you can add additional funds to the Currency Card.

CAD means the lawful currency of Canada.

Card means the Currency Card.

Card Fund means the aggregate of all Currency records maintained by the Issuer (or by service providers on the Issuer’s behalf) of the funds loaded onto your Currency Card, in each Currency and available for transactions using the Card in that Currency.

Card Services means any services provided by us (or by service providers on the Issuer’s or MasterCard’s behalf) in connection with the Currency Card. It includes MasterCard Prepaid’s interactive voice response system (available in English) and call centre accessible using the Security Details, available 24 hours a day on the telephone number or numbers provided from time to time.

Currency means, subject always to these Terms and Conditions, any one or more of AUD, USD, EUR, GBP, NZD, THB, CAD, HKD, JPY, SGD and any additional currency that we may make available in connection with the Currency Card from time to time.

Currency Card means the prepaid payment product described in the PDS and these Terms and Conditions.

ePayments Code means the ePayments Code issued by the Australian Securities and Investments Commission (as amended from time to time) which regulates consumer electronic payments.

EFTPOS means Electronic Funds Transfer at Point of Sale.

EUR means the lawful currency of Eurozone.

Fees and Limits Table means the fees and limits table set out in this PDS.

GBP means the lawful currency of Great Britain.

Global Emergency Assistance means the services provided by MasterCard Prepaid when you call Card Services in relation to lost or stolen Cards.

GST means any form of goods and service tax or other value added tax and, without limitation, includes GST as defined in the A New Tax System (Goods and Service Tax) Act 1999 (Cth) as amended.

HKD means the lawful currency of Hong Kong.

Identifier means information that you know but are not required to keep secret and which you must provide to perform a transaction (for example, a card number).

Issuer means Heritage Bank Limited ABN 32 087 652 024 AFSL 240984, which is the issuer of the Card.

JPY means the lawful currency of Japan.

MasterCard Prepaid means MasterCard Prepaid Management Services Australia Pty Limited ABN 47 145 452 044.

Negative Balance occurs in certain circumstances when your Card Fund is overdrawn. (For certain EFTPOS transactions, merchants are allowed to process low value transactions without authorising the transaction through MasterCard[®]. For example, if you had AUD30 remaining on your Card but made an AUD50 transaction, you would have an AUD20 Negative Balance. You are liable for any Negative Balance.)

NZD means the lawful currency of New Zealand.

Online Load means loading or reloading the Currency Card directly via the website using methods made accessible on the website from time to time.

Personal Information is the information that the Issuer, MasterCard Prepaid and their respective agents collect from you, including any application form,

correspondence, emails, telephone calls, internet communications and transactional information, in connection with the Currency Card.

PIN means the personal identification number used to access the Card Services.

PDS means Product Disclosure Statement and Terms and Conditions.

Privacy Policy means the Issuer's and MasterCard Prepaid's joint privacy policy in relation to the Currency Card, available on the website.

Security Codes means the Card PIN and the passcodes and passwords to access related services.

Security Details means the information given by you when applying for the Card or during Activation, for the purposes of verifying your identity, or any changes made to this information.

Security Requirements means the Security Requirements set out in this PDS.

SGD means the lawful currency of Singapore.

SMS means the Short Messaging Service provided by your mobile phone service provider.

Spend Rate means the individual foreign exchange rate set and determined by MasterCard Prepaid applicable to foreign exchange transactions. The circumstances when Spend Rate applies are set out at clauses 10.1(c), 10.1(d) and 10.1(f). Each currency has a different rate that varies.

THB means the lawful currency of Thailand.

Unauthorised Transaction means a transaction not authorised by you, but does not include any transaction carried out by you or by anyone performing the transaction with your knowledge and consent.

USD means the lawful currency of United States of

America.

website means the website specified on the back of your Card.

we, us, our means the Issuer and, except where the context indicates a different intention, also includes any agent acting on behalf of the Issuer.

you, your means the purchaser of the Card.

