

Corporate Prepaid Cards (CPC)

Financial Services Licence: 509642

Product Disclosure Statement

**Reloadable Corporate Card limit
\$9,999**

Issuer: Heritage Bank Limited ABN 32 087 652 024 AFSL/ACL 240984

Date of PDS: 20th December

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Introduction

About this Product Disclosure Statement

This is the Product Disclosure Statement (**PDS**) for the Corporate Prepaid Cards (Reloadable Corporate) (the **Card**).

The PDS is issued by Heritage Bank Limited ABN 32 087 652 024 AFSL/ACL 240984.

After this introduction, the PDS is divided into three parts:

- **Part A: General Product Information** contains important information about significant benefits, risks, characteristics and features of the Facility and Card.
- **Part B: Fees and Limits** details fees and charges payable under the Facility and load limits applicable to Cards.
- **Part C: Terms and Conditions** sets out the terms and conditions governing the Card.
- **Part D: Privacy Notice** explains how your personal information will be dealt with.

The information in this PDS does not take into account your individual objectives, financial situation or needs. Any advice in this PDS is general advice only. You should consider the appropriateness of any general advice to your circumstances before acting on it.

This PDS is issued and dated on the date shown on the front page.

Definitions of terms used in the PDS

Activate means you or a Cardholder going to the Website or telephoning the IVR Number and following the instructions given to enable the Card to be used for transactions.

Aggregate Balance means the total of all Available Balances.

Authentication Code means a four-digit code used to activate a Card, and to permit a Cardholder to log into the Website or to use the IVR Number to check the Available Balance and transactions for the Card. The code is often the Cardholder's date of birth in DDMM format.

Available Balance, for a Card, means the monetary value recorded by us or our agent as available for transactions using the Card, as denominated in Australian dollars, less any purchases, authorisations, fees and charges or other amounts debited under the Terms and Conditions.

Card means the Corporate Prepaid Cards (Reloadable Corporate), which may be branded differently by agreement between you and the Distributor or Issuer.

Cardholder means a person to whom a Card is issued under the Facility.

Customer Assistance means 1800 174 239 and any additional or replacement phone number or numbers we notify to you as customer assistance numbers for the purposes of the Terms and Conditions from time to time.

Distributor means Corporate Prepaid Cards Pty Ltd
ACN 092
828 772.

ePayments Code means the ePayments Code issued by the Australian Securities and Investments Commission in September 2011 (as amended from time to time) which regulates consumer electronic payments.

Facility means the facility for making non-cash payments, governed by the Terms and Conditions, under which Cards can be used.

Funds Credit means the loading of funds available for transactions using a Card.

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

Issuer means Heritage Bank Limited ACN 087 652 024 AFSL 240984.

IVR Number means 1800 174 329 and any additional or replacement phone number or numbers we notify to you as IVR (interactive voice response) numbers for the purposes of the Terms and Conditions from time to time.

PDS means this Product Disclosure Statement.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about you when your identity is apparent or can reasonably be ascertained from the information or opinion.

PIN means a 4 digit Personal Identification Number, selected by the Cardholder when activating the Card, to be used when transacting with merchants.

Security Requirements means the Security Requirements described under clause 10 of Part C "Security of Card".

Terms and Conditions means the terms and conditions in **Part C: Terms and Conditions** of this PDS, as varied or added to from time to time.

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 express or implied knowledge and consent.

we, us, our means the Issuer.

Website means www.universalgiftcard.com.au and any additional or replacement website we notify to you as the website for the purposes of the Terms and Conditions from time to time.

you, your means the person to whom the Facility is or has been issued.

In this PDS:

- The singular includes the plural (and vice versa).
- References to days, times or periods of time are reckoned according to USA Eastern Standard Time.
- Amounts of money are in Australian dollars and include any applicable GST, unless otherwise specified.

In relation to this PDS, the agreement between you and the Issuer (which is governed by the Terms and Conditions) or the Facility:

- any legal questions will be decided under the laws of Queensland, Australia; and
- any legal proceedings may be conducted in the courts at Brisbane, Queensland, Australia.

Part A: General Product Information

Who issues the Card?

The issuer of the Card, and the financial product under which the Card is issued, is the Issuer, Heritage Bank Limited ACN 087 652 024.

The Issuer is an authorised deposit-taking institution and the holder of Australian Financial Services/ Australian credit licence no. 240984.

The Issuer can be contacted at:

PO Box 190
Toowoomba Qld 4350
Australia
Phone: 13 14 22

Who distributes and administers the Card?

The Distributor, Corporate Prepaid Cards Pty Ltd ACN 092 828 772, arranges the issue and distribution of the Facility and Cards and provides services to the Issuer in connection with the administration of the Facility and Cards. The Distributor and the Issuer are unrelated companies.

The Distributor acts as the Issuer's authorised representative in relation to the issuing of the Facility and Cards.

Neither the Distributor, nor anyone else, has the authority of the Issuer to:

- tell you anything about the Facility that is inconsistent with the information in this PDS; or
- give you financial product advice (that is, a recommendation or statement of opinion intended or that could be reasonably regarded as being intended to influence you in making a decision) about the Facility.

However, the Distributor may be permitted by the Issuer in some circumstances to give general financial product advice, which does not take into account your individual objectives or financial situation or needs, in relation to the Facility.

The Distributor can be contacted at:

PO Box 177
Balmain NSW 2041
Australia
Phone: 02 9556 7560
Email: info@universalgiftcard.com.au
Internet: www.corporateprepaidcards.com.au

What is the Facility?

The Facility is a prepaid VISA or MasterCard card facility that enables you to authorise people to

transact, using Cards, on funds loaded to the credit of the Cards.

Once it has been Activated, the Card can be used to make purchases from merchants that accept prepaid VISA or MasterCard cards¹ and can process transactions electronically.

What are the significant benefits of the Facility?

Cards can be issued to your employees, customers, distributors or beneficiaries who can then undertake transactions using the Cards. The Cards access the same pool of funds, which does not belong to individual Cardholders.

The Card is a prepaid VISA or MasterCard card, which means it can be used to buy goods and services from merchants that accept prepaid VISA or MasterCard cards and can process transactions electronically. This gives choice and flexibility compared with single-store gift cards, as Cardholders can buy what is for them the perfect gift or reward.

The Card is more secure than cash. It is generally disabled until it is Activated, and lost or stolen Cards can generally be replaced.

It is convenient to check the Available Balance and transactions for Cards online or by phone.

Businesses acquiring the Facility to motivate their staff or to reward customers with a cashback enjoy some additional benefits: they can design their own card (within VISA or MasterCard guidelines) – for extra exposure and kudos – or add their logo to a generic card design – for economy.

The Cards are reloadable, which means additional Funds Credits can be loaded to them².

What are the significant risks of the Facility?

On the expiry, revocation or cancellation of a Card, the Issuer may pay any remaining Available Balance to the Distributor and you will not be given any prior notice of this³.

Unauthorised transactions can happen using a Card if it is lost or stolen, as a result of fraud or if you or a Cardholder breach the Terms and Conditions.

Unintended transactions can happen if electronic equipment with which a Card is being used is operated incorrectly or incorrect details are input.

You might not be able to get your money back if unauthorised or unintended transactions occur.

¹ Some retailers may impose a fee when accepting a prepaid card to pay for goods or services.

² See section 6 (*Funds Credits*).

³ See section 14 (*Available Balance on expiry, revocation or cancellation*).

If the electronic network enabling the use of the Card is unavailable, you may not be able to undertake transactions or get information using the Card.

A Card could be lost, destroyed or stolen. However, a replacement Card can be obtained in most circumstances.

You allow people to become Cardholders at your own risk. Subject to the Terms and Conditions⁴, this means that you are responsible for any transactions the Cardholders undertake, regardless of whether you have actually authorised the Cardholders to undertake the transactions.

Other important information

Neither you nor a Cardholder will earn any interest or other return on any Available Balance.

The Facility is **not** backed by a deposit account with the Issuer. Neither you nor any Cardholder become a depositor with the Issuer by holding the Facility. If you have a deposit account with the Issuer, no Available Balance is counted in working out how much money you might have on deposit with the Issuer for any purpose.

The Card is **not** part of a facility by which the Issuer takes deposits from you.

Queries and complaints

If you have a query about the Facility, you should initially direct the query to the Distributor through Customer Support.

The Distributor will handle all complaints that are referred to it according to its internal dispute resolution and internal escalation procedure.

If the Distributor is unable to resolve your complaint to your satisfaction within 45 days, you may be eligible to escalate the complaint to the Distributor's external dispute resolution service. The period of 45 days may be extended in exceptional circumstances or where the Distributor decides to resolve the complaint under the rules of the VISA or MasterCard schemes.

Both CPC & Heritage are members of the Australian Financial Complaints Authority (AFCA). If you are not satisfied with our response, you may lodge a complaint with the Australian Financial Complaints Authority

Online: www.afca.org.au

Email: info@afca.org.au

Phone: 1800 931 678

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

⁴ In particular see section 15 (*Liability for Unauthorised Transactions*).

Part B: Fees and Limits

Fees and charges collected by Issuer

The fees and charges below include GST where applicable and are payable by deducting them from the Available Balance on the Card:

ONLINE FEES	
Available Balance or transaction list enquiry	No charge
Online enquiry	No charge
TELEPHONE SUPPORT FEES	
To report a lost or stolen Card	No charge
Automated enquiry via IVR Number	\$1.10 per call (first call free)
Live operator customer service call to Customer Assistance	\$4.40
CARD REPLACEMENT FEES	
Lost or stolen card replacement fee	\$15.00
OTHER FEES	
Monthly management fee (per card)	\$2.00 per month ⁵
ATM fees (if enabled): Cash withdrawal Balance enquiry Declined transactions <i>Additionally the owner of the ATM may charge transaction fees.</i>	 \$2.00 \$0.25 \$0.25
Foreign exchange fee (if Card is used for purchases or withdrawals in any currency other than Australian dollars or purchases with any merchant located outside Australia) (see example below)	3.0% of the Australian dollar amount of the transaction ⁶
Any government duty, tax or charge relating to the Card or any transaction	The amount of the duty, tax or charge ⁷

⁵ If you wish, for reloadable cards other than TRUST U expense cards, you can arrange with us to pay this fee to the Distributor on a monthly basis so that it is not deducted from Cards' Available Balances.

⁶ The Australian dollar amount of the transaction is calculated according to VISA's or MasterCard's prevailing exchange rate.

⁷ Currently there are no such government duties, taxes or charges, other than GST, which applies to fees but not to value loads.

EXAMPLE OF FOREIGN EXCHANGE FEE

Suppose a Cardholder makes a purchase from a merchant in USA currency and, at that time, VISA's or MasterCard's prevailing exchange rate is \$1.00 USA = \$1.30 Australian. If the Cardholder makes a purchase of \$100.00 USA, the Australian dollar amount is \$100.00 x 1.3 = \$130.00. The foreign exchange fee is therefore 3.0% x \$130.00 = \$3.90.

Fees and charges payable to Distributor

The Issuer is not a party to, and does not regulate, the arrangements between you and the Distributor. Those arrangements are for you to negotiate with the Distributor and are outside the knowledge of the Issuer.

Details of any fees and charges payable by you to the Distributor under arrangements between you and the Distributor are not contained in this PDS. You should refer to the Financial Services Guide given to you by the Distributor for details of those fees and charges.

Maximum Funds Credits

The maximum Funds Credit that can be loaded to any one Card at any one time is the lesser of the following amount, or an amount that will not make the Available Balance for the Card exceed \$9,999 or such lower limit as is agreed.

Maximum Available Balance

A Card's Available Balance must never exceed \$9,999 or such lower limit as is agreed. Any Funds Credits that would cause the Available Balance of any one Card to exceed this amount will be rejected or returned.

Part C: Terms and Conditions

1. About these Terms and Conditions

These Terms and Conditions govern the Facility and the use of each Card. Please read them carefully and keep a copy for your records.

Following are ways (but not the only ways) that you can be taken to have agreed to these Terms and Conditions:

- if you request the issue of a Card to a Cardholder or give a Card to a Cardholder;
- if a Cardholder Activates or uses a Card.

The agreement between you and the Issuer governed by these Terms and Conditions is entered into on the basis, and you represent to and agree with the Issuer that:

- you are a business;
- you are entering into the agreement primarily for business purposes;
- the issue and use of the Cards will be primarily for business purposes; and
- therefore, the ePayments Code will not apply in relation to the Facility or the Cards.

However, we may have obligations to others as a subscriber to the ePayments Code.

You agree that the information in **Part A: General Product Information** and **Part B: Fees and Limits** of this PDS forms part of these Terms and Conditions, except to the extent that it is expressly negated or qualified by these Terms and Conditions.

2. The Facility

The Facility is a facility by which Cards can be issued to Cardholders and Funds Credits can be loaded to those Cards from time to time.

However, you or the Issuer can terminate the Facility at any time. You can only terminate the Facility by giving written notice to the Distributor. If the Facility is terminated, these Terms and Conditions continue to apply in relation to each Card issued under the Facility until the Card expires or is revoked or cancelled.

Also, the Issuer is not obliged to (and can decline to):

- issue a Card to a particular Cardholder; or
- accept a particular Funds Credit and add it to any particular Available Balance.

3. The Cards

The Cards are prepaid VISA or MasterCard cards and a Card's Funds Credit must be received by the Issuer before the Card is used.

⁸ See section 4 (*Distributor's role*).

Cards must be Activated prior to any use.

The Cards are reloadable. You can add Funds Credits to a Card as explained in these Terms and Conditions.

The Cards are not credit cards. A Card can be used to undertake a transaction only if a sufficient Available Balance exists and before the expiry date shown on the Card.

We will debit against each Card's Available Balance any transaction you or a Cardholder authorises using that Card. Subject to clause 15 (**Liability for Unauthorised Transactions**), We can treat a transaction as authorised by you or the Cardholder:

- when the Card is used in conjunction with electronic equipment;
- when the Card is presented to a merchant accepting prepaid VISA or MasterCard cards along with a voucher or other document (in a form acceptable to the Issuer) signed by the Cardholder;
- when the Card details are given to a merchant accepting prepaid VISA or MasterCard cards (or someone else on behalf of a merchant) in a way acceptable to the Issuer, such as over the internet⁹; or
- when the transaction is arranged on the Card through the Website or Customer Assistance¹⁰.

Allowing a Cardholder to use a Card is completely at your discretion. All transactions using the Cards (whether by a Cardholder or someone else) are your responsibility (subject to these Terms and Conditions¹¹).

You agree that you are financially responsible for all uses of the Cards.

You also:

- grant to the Distributor a licence to use on the Cards any logo, trading name, trade mark or other intellectual property to place on the Cards;
- warrant that you have the authority to grant that licence; and
- agree that the licence will remain in effect until the expiry, revocation or cancellation of the last Card under the Facility to expire or be revoked or cancelled.

4. Distributor's role

From the time that you become bound by these Terms and Conditions¹², the Distributor acts as your agent and not as the Issuer's agent whenever the Distributor instructs the Issuer;

¹⁰ Section 7 (*Activating and using Cards*) and section 19 (*Communications*) contain information on how a Cardholder's identity will be checked.

¹¹ In particular see section 15 (*Liability for Unauthorised Transactions*).

¹² See section 1 (*About these Terms and Conditions*).

You may not be able to use the Card to transact in this manner.

- to issue a Card; or
- to load a Funds Credit to a Card.

If the Issuer pays money that belongs to you to the Distributor then, as between you and the Issuer, it is the same as if the Issuer had paid the money directly to you.

The terms on which the Distributor acts as your agent, as between you and the Distributor, are a matter for you and the Distributor and will be governed by any agreement between you and the Distributor. Any agreement between you and the Distributor does not affect the Issuer.

5. Arranging for Cards to be issued

The Issuer will issue a Card to a Cardholder when the Issuer (or an agent of the Issuer) receives instructions from the Distributor to do so.

The Issuer may require those instructions to be given in a particular way or to include particular content, but is not liable to you if it acts on instructions that are not given in any particular way or that do not include any particular content.

6. Funds Credits

Funds Credits can be loaded only as specifically provided in these Terms and Conditions.

Cardholders are not permitted to load Funds Credits to a Card.

The Issuer will load a Funds Credit to a Card when the Issuer (or an agent of the Issuer) receives instructions from the Distributor to do so¹³ and receives the amount of the Funds Credit in clear funds.

The minimum Funds Credit that can be loaded at any one time is \$0.01.

The maximum Funds Credits that can be loaded to a single Card, and the maximum Available Balance of a single Card, are set out in **Part B: Fees and Limits** of this PDS.

7. Activating and using Cards

A Cardholder can Activate the Card issued to him or her at the Website or by phoning the IVR Number. Fees may apply to calls to the IVR Number¹⁴.

The Cards can be used anywhere prepaid VISA or MasterCard cards are accepted and processed electronically to pay for goods and services.

A Cardholder must not use a Card to make or attempt

¹³ See section 4 (*Distributor's role*).

¹⁴ See section 9 (*Fees and charges*).

to make transactions that exceed the Card's Available Balance. We may set Funds Credits for a Card off against any negative balance on the Card.

A Cardholder can use the Card as often as he or she likes, provided that the relevant Available Balance is not exceeded and the expiry date for the Card has not passed.

We may restrict or stop the use of a Card (or all Cards) if excessive use of a Card or other suspicious activities are noticed.

You or a Cardholder cannot "stop payment" on any transaction after it has been completed. If you or a Cardholder have a problem with a purchase made with a Card, or a dispute with a merchant, you or the Cardholder must deal directly with the merchant involved. If the dispute is not resolved with the merchant, you can contact the Distributor through the Website or Customer Assistance. You should not, in any circumstances, contact VISA or MasterCard.

If you or a Cardholder are entitled to a refund for any reason relating to a Card transaction, you agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to the Card, cash refund or in-store credit. If a Card expires or is revoked before any Funds Credit resulting from a refund has been spent (whether or not the original transaction being refunded was made using the Card) then neither you nor the Cardholder will have any access to those funds.

If a person reports that a mistaken payment has been made from the person's account to a Card, you agree that:

- we may inform that person's financial institution whether or not the Card has sufficient credit funds to cover the mistaken payment; and
- freeze those funds, or debit those funds from the Card where we are required to do so under the ePayments Code.

We are not liable in any way when authorisation is declined for any particular transaction regardless of reason.

When activating the Card, the Cardholder may select a PIN. Following are some guidelines a Cardholder should be aware of when selecting a PIN.

PIN SECURITY GUIDELINES

- When selecting a PIN, a Cardholder should select and memorise one that other people won't be able to guess. Cardholders should avoid "trivial" PINs like "1234", "9999", their postcode or date of birth.
- Cardholders should not record a PIN in reverse order, or disguised as a phone number or date where no other phone numbers or dates are recorded.
- Cardholders should not record a PIN in an

easily decoded format based on the alphabet (e.g. A=1, B=2, etc).

- Cardholders should not record a PIN in a series of numbers with the actual numbers circled or highlighted in any way.

Note: These tips do not determine responsibility for losses arising from Unauthorised Transactions. Your liability for losses arising from Unauthorised Transactions is dealt with under **clause 15**.

8. Limitations on use of Cards

The Card may not be accepted by merchants for card-not-present transactions e.g. for telephone or mail-order transactions. However the Card may be used for internet purchases.

You or a Cardholder may not make pre-authorised regular payments through the use of a Card.

When buying petrol, a Cardholder should pay for the petrol purchase at the petrol station counter and not at any automated fuel dispensers (i.e. not at the pumps).

Cards may not be used for, and authorisation may be declined for, any illegal transactions. Authorisation may be declined for any Internet gambling transactions.

When using a Card with some merchants (such as restaurants, beauty shops, cruise ships) or for mail order purchases, Card "tolerance limits" may apply as follows:

- The merchant may obtain an authorisation or approval on the Card for an amount up to 20% or more than the total bill (or anticipated bill) to cover additional items such as tips and incidentals or to ensure that adequate funds are available to cover the final purchase.
- The entire amount of the authorisation or approval will be debited and will not form part of the Available Balance until the authorisation or approval clears.
- However, only the amount actually spent or authorised will be finally deducted from the Available Balance after the authorisation or approval clears.

Transaction limits apply to each Card. Purchases made at merchants in a 24 hour period are limited to \$9,999.00 (or, if lower, the Available Balance). Smaller transaction limits may apply for ATM transactions if these are enabled.

9. Fees and charges

You agree to pay to us the fees and charges in the table in **Part B: Fees and Limits** of this PDS.

Whenever any of those fees and charges payable to us is incurred, you authorise us to deduct it from the Available Balance for the Card.

10. Security of Cards

You or the Cardholder concerned must promptly notify us if:

- a Card is misused, lost or stolen;
- a Card is damaged or not working properly
- there is a breach to the security of your PIN; or
- there is reason to believe any of the above might occur or might have occurred.

The notification can be made by phone to Customer Assistance¹⁶. You or the Cardholder must give any further information we require.

You or the Cardholder concerned may request a replacement for a Card if it is lost or stolen, but we reserve the right, in our sole discretion, to decide whether to issue a replacement Card. If we do issue a replacement Card, the remaining Available Balance will be reinstated after any transactions (including Unauthorised Transactions for which you are liable under these Terms and Conditions) or other amounts that we are entitled to debit against the Available Balance, together with the fee relating to the replacement of the Card¹⁷, have been deducted.

You and the Cardholder concerned must make sure that you keep the Card and any PIN safe and secure. The precautions we require you to take ("**Security Requirements**") are set out below.

You and the Cardholder concerned must not:

- allow anyone else to use the Card;
- interfere with any magnetic stripe or integrated circuit on the Card;
- unnecessarily disclose the Card number;
- write the PIN on the Card;
- carry the PIN with the Card;
- record the PIN on anything carried with the Card or liable to loss or theft simultaneously with a device, unless you make a reasonable attempt to protect the security of the PIN;
- voluntarily disclose the PIN to anyone, including a family member or friend;
- act with extreme carelessness in failing to protect the security of a PIN.

You and the Cardholder concerned must comply with any instructions we give about any Security Requirements and in keeping the Card safe and secure.

¹⁶ Charges apply. See section 9 (*Fees and charges*).

¹⁷ See section 9 (*Fees and charges*).

11. Transaction history

Periodic statements will not be issued.

A Cardholder may check the Available Balance and transaction history for his or her Card 24 hours a day, 7 days a week at the Website.

A Cardholder may also learn the Available Balance and Card's transaction history by phoning Customer Assistance. Fees may apply¹⁸.

If you or a Cardholder notice any error (or possible error) in any transaction or statement relating to a Card, then you or the Cardholder concerned must notify Customer Assistance immediately. We may request you or the Cardholder to provide additional written information concerning any error (or possible error) and you must ensure that request is complied with.

12. Card expiry

Each Card is valid until the expiry date shown on it.

A Card cannot be used after expiry.

On the expiry of a Card, we will deal with any remaining Available Balance as explained in these Terms and Conditions¹⁹.

13. Card revocation and cancellation

We may revoke a Card (or all Cards) at any time without cause or notice. If we or our agent ask you or a Cardholder to, you must ensure that any revoked Card is destroyed and that it is not used after it is revoked.

The Distributor may, on your behalf, ask for a Card to be cancelled at any time²⁰. If the Distributor asks for a Card to be cancelled and we or our agent ask you or the relevant Cardholder to, you must ensure that the cancelled Card is destroyed and that it is not used after it is cancelled.

A Card that has no purchase transactions for 12 months will be suspended. From then:

- if you or the Cardholder want the Card reinstated, you or they should contact the Distributor;
- we will only reinstate a suspended Card if the Distributor, on your behalf, asks us to do so²¹; and we will cancel the Card if it is not reactivated within 2 months after it was suspended.

¹⁸ See section 9 (*Fees and charges*).

¹⁹ See section 14 (*Available Balance on expiry, revocation or cancellation*).

²⁰ See section 4 (*Distributor's role*).

²¹ See section 4 (*Distributor's role*).

On the revocation or cancellation of a Card, we will deal with any remaining Available Balance as explained in these Terms and Conditions²².

14. Available Balance on expiry, revocation or cancellation

If a Card is active, we may choose to roll over the Available Balance on expiry of the Card to a new Card issued to the same Cardholder.

On the expiry, revocation or cancellation of a Card, we may pay the Available Balance for that Card to the Distributor²³ when:

- we are satisfied that there are no uncanceled or unexpired authorisations or approvals on the Card;
- we are satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Available Balance for the Card;
- if we require it, the Card has been returned to us if it was revoked or cancelled; and
- the Distributor gives us instructions, on any form we require, for the payment of the Available Balance.

The Issuer does not need to contact or notify you or any Cardholder before taking any of these steps.

The Issuer may require instructions for the payment of a Card's remaining Available Balance to be given in a particular way or to include particular content, but is not liable to you if it acts on instructions that are not given in any particular way or that do not include any particular content.

When the Issuer pays the remaining Available Balance of an expired, revoked or cancelled Card to the Distributor, the Issuer has no further liability to you regarding that Available Balance. What happens to the Available Balance after the Issuer has paid it to the Distributor is a matter between you and the Distributor and does not affect the Issuer.

If the Facility has not been terminated and you and the Distributor choose, you and the Distributor can agree that on or before the expiry of a Card:

- instructions will be given to the Issuer to issue a new Card to the Cardholder who had the expired Card; and
- the remaining Available Balance paid, or to be paid, by the Issuer to the Distributor will be applied as a Funds Credit to that new Card.

15. Liability for Unauthorised Transactions

You **will not** be liable for losses resulting from Unauthorised Transactions where it is clear that neither you nor the Cardholder concerned have contributed to the loss.

²² See section 14 (*Available Balance on expiry, revocation or cancellation*).

²³ See section 4 (*Distributor's role*).

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

- our staff or agents;
- companies involved in networking arrangements; or
- merchants who are linked to the electronic funds transfer system or of their agents or employees.

You **will not** be liable when Unauthorised Transactions:

- result from the use of a Card before you or the Cardholder concerned have received the Card and/or PIN (including a reissued Card and/or PIN);
- are made with forged, faulty, expired or cancelled Cards, Identifiers or PINs (as applicable);
- are the result of the same transaction being incorrectly debited more than once to the same Available Balance; or
- are made using an Identifier without a Card or PIN.

Where we can prove that on the balance of probability you or a Cardholder contributed to the losses caused by an Unauthorised Transaction:

- through your or a Cardholder's fraud; or
- by failing to comply with the Security Requirements.

Then you will be 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 Available Balance of the Card.

You will be liable for losses resulting from Unauthorised Transactions where we can prove on the balance of probability that you or the Cardholder concerned 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 Available Balance of the Card.

If it is unclear whether or not you or the Cardholder concerned 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:

- \$150;
- the actual loss at the time we're notified that the security of the PIN was breached or the Card has been lost, stolen or used without your permission (limited by the applicable daily or period transaction limits over the relevant timeframe); and
- the balance available for transactions using the Card.

For Card transactions that don't need a PIN, you're not

liable for any Unauthorised Transactions unless you or the Cardholder concerned have unreasonably delayed notifying us of the loss, theft or Unauthorised use of the Card.

16. Liabilities and disclaimers

We are not liable:

- if a Card is not functional when the Cardholder receives it²⁴;
- if a Card is lost or stolen in the mail before the Cardholder receives it;
- if, through no fault of our own, the Available Balance is not enough to cover a transaction;
- if we do not authorise a purchase transaction (even if the relevant Available Balance immediately before the authorisation request exceeds the amount of the transaction);
- if circumstances beyond our control prevent a transaction, despite any reasonable precautions having been taken by us;
- for any failure due to events outside our reasonable control;
- for any industrial dispute;
- for the way in which any refusal to accept a Card is communicated to you or a Cardholder;
- for any indirect, special or consequential losses;
- for any infringement by you or a Cardholder of any currency laws in the country where a Card is issued or used;
- in relation to any dispute between you or a Cardholder and the supplier of any goods or services purchased with Card;
- if we take any action required by any government, federal or state law or regulation or court order; or
- for anything specifically excluded or limited elsewhere in these Terms and Conditions.

Our liability in any event in relation to a particular Card will not exceed the amount of the Available Balance for that Card.

Also, our liability in any event will not, in aggregate, exceed the amount of the Aggregate Balance.

If any warranties or conditions are implied because of Part 2 of the Australian Securities and Investments Commission Act 2001 or any similar law in respect of services supplied under these Terms and Conditions or in connection with the Card, then our liability for a breach of such a warranty or condition will in any event be limited to:

- the supplying of the services again; or
- the payment of the cost of having the services supplied again.

²⁴ In this event, contact Customer Service. Fees may apply. See section 9 (*Fees and charges*).

We do not make or give any express or implied warranty or representation in connection with the Card (including the Card type, quality or standard of fitness for any purpose).

The Issuer does not maintain the Website and is not responsible for any content on the Website. The Distributor maintains the website and content relating to Cards and their Available Balances. Although considerable effort is expended to make the Website and any other operating communication channels available at all times, no warranty is given that these channels will be available and error free every minute of every day.

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 or the Cardholder concerned were aware, or should 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.

Otherwise, you agree that the Issuer is not responsible for temporary interruptions in service due to failure beyond its control including, but not limited to, the failure of interconnecting operating systems, computer viruses, forces of nature, labour disputes and armed conflicts.

All conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by applicable laws and regulations. Any failure or delay to enforce a term of these Terms and Conditions does not mean a waiver of them.

17. Foreign transactions

The Available Balance is in Australian dollars.

Transactions made in a currency other than Australian dollars will be subject to the prevailing VISA or MasterCard exchange rate at the time plus a foreign exchange fee²⁵.

18. Privacy and information collection

You agree to your Personal Information being collected, used and disclosed in the manner specified in **Part D: Privacy Notice**, and in particular, you consent to your Personal Information being disclosed to recipients outside Australia

19. Communications

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

- by writing to you at your residential or postal address last known to us;
- by giving it to you personally or leaving it at your residential or postal address last known to us;

- by electronic communication to your e-mail address or fax number last known to us or which you last gave us for sending notices and communications to you; or
- if the notice or communication is not personal to you – by publishing a notice in a newspaper circulating nationally in Australia.

If we give a notice or other communication to you by e-mail, the content of the notice or communication may be:

- set out in the body of the e-mail;
- included as an electronic document attached to the e-mail; or
- made available at the Website for retrieval by you (with the e-mail advising you of this and of the general nature of the information, and giving you the ability to readily retrieve the information electronically).

If we give a notice or other communication to you:

- by writing to you – you are taken to have received it when it would be delivered in the ordinary course of the post;
- by giving it to you personally or leaving it for you – you are taken to have received it on the day of delivery; or
- electronically – you are taken to have received it on the day it is transmitted.

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. If a law requires us to use a particular method, we will do so.

You agree that, for the purpose of telephone communications originated or received by us or Customer Assistance or through the Website, and for the purpose of electronic communications received by us or Customer Assistance or through the Website, we or Customer Assistance or the operator of the Website:

- may verify your or a Cardholder's identity by reference to any or all of the information given by you or a Cardholder when applying for a Card or during Activation or any changes made to this information; and
- may proceed on the basis that we or they are dealing with you (or the Cardholder, if applicable) if satisfied by that verification.

You must notify us immediately of any change to your address and other contact details either through the Website or by contacting Customer Assistance²⁶. You should also contact Customer Assistance if you change your name. 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.

²⁵ See section 9 (*Fees and charges*).

²⁶ Fees apply. See section 9 (*Fees and charges*).

You must notify us immediately of any change to a Cardholder's name, address and other details either through the Website or by contacting Customer Assistance²⁷. We will not be responsible for any consequences if this is not done.

20. Changes to these Terms and Conditions

We may change these Terms and Conditions at any time. A change may:

- change the fees payable under these Terms and Conditions or bring in new fees;
- bring in new Terms and Conditions;
- alter these Terms and Conditions in some other way.

We will notify you in advance of most changes, which will take effect no earlier than 30 days after the notification²⁸.

However, changes necessitated by an immediate need to restore or maintain the security of the system in which the Card is used can be made earlier or without notification.

Apart from that, these Terms and Conditions can only be changed in writing. A change is not effective unless we give a written notification of it or we agree in writing to it.

21. Parties

The Issuer has the right to transfer the agreement between you and the Issuer, governed by these terms and conditions, at any time.

If the Issuer does this the party to which the agreement is transferred assumes all of the Issuer's rights and obligations under the agreement. From then on, the references in these terms and conditions to the Issuer or us are to be read as references to the party to which the agreement was transferred.

You cannot transfer any of your rights or obligations under the agreement.

The Issuer may use service providers or agents to perform any function under the agreement and to exercise any or all of the Issuer's rights.

²⁷ Fees apply. See section 9 (*Fees and charges*).

²⁸ See section 19 (*Communications*).

Part D: Privacy Notice

The Distributor and the Issuer, (in this Privacy Notice referred to as "we"), collect your Personal Information so that we can establish and administer the Card provided to you. We may also use your Personal Information to tell you about products and services offered by us or our affiliate companies and to conduct customer satisfaction surveys to improve our products and services.

The Issuer and/or Distributor may also be required by the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* to collect Personal Information to identify you and verify your identity. Without your Personal Information we cannot make the Card available to you and you should not purchase the Card.

We may collect your personal information when you contact the Issuer or the Distributor (including when you use Customer Assistance or the IVR number).

If you provide us with Personal Information about someone else, you should ensure that you are authorised to do so.

We may exchange your Personal Information with each other and with third parties in the normal operations of our business, for example with our corporate partners, related companies and agents, government agencies and service providers (such as auditors, IT support and mailing houses). We may also exchange your Personal Information with providers of services which relate to anti-money laundering and counter terrorism financing and for the prevention of crime, legal compliance and detection of fraud. We may disclose your Personal Information overseas to countries including the USA.

By purchasing the Card you consent to us collecting, using and disclosing your Personal Information under these terms and conditions in the manner described above.

Our Privacy Policies set out how you can access and correct information we hold about you, how you can complain about a breach by us of your privacy rights and how your complaint will be handled. Our Privacy Policies are available at:

Issuer: www.heritage.com.au

Distributor: www.universalgiftcard.com.au

You may contact the Issuer's Privacy Officer in relation to your personal information (or to opt out of marketing) on 131422 or feedback@heritage.com.au. You may contact the Distributor's Privacy Officer in relation to your personal information (or to opt out of marketing) on 02 9556 7560 or info@universalgiftcard.com.au.

