

PRODUCT DISCLOSURE STATEMENT

PELIKIN VISA PREPAID CARD

Preparation Date: 1 January 2020

PELIKIN

About this Product Disclosure Statement

This Product Disclosure Statement ('PDS') is issued by Heritage Bank Limited ABN 32 087 652 024, Australian Financial Services Licence ('AFSL') 240984, Australian Credit Licence 240984 as a requirement under the Corporations Act 2001 (Cth). The attached Terms and Conditions also form part of this PDS.

This PDS is designed to assist you in deciding whether to acquire the Pelikin Visa Prepaid Card ('Card'). It is important that you read this PDS carefully and ensure you understand the information given. Upon purchase of the Card, you acknowledge that by using the Card you will be taken to have read, understood, accepted and agree to be bound by the attached Terms and Conditions.

The information in this PDS is for general advice only and does not take into consideration your individual objectives, financial situation or needs. Before deciding whether to purchase the Card, you should consider whether this product is right for you. You should consider the appropriateness of any general advice to your circumstances before acting on it. For more information about the Card, go to www.pelikin.co/ ('Website').

Updates to this PDS

Information in this PDS that is not materially adverse information is subject to change from time to time. You may access the up to date information online at our Website or within the mobile app, or you may request a paper copy free of charge from Tuxedo Money Pty Ltd ACN 612 042 038, AFSL number 504781 ('Tuxedo').

Customer Care

Customer Service Email: help@pelikinmoney.com
support@pelikinmoney.com

Website: www.pelikin.co/

Post: Tuxedo Money Pty Ltd, GPO Box 82, Melbourne VIC 3001

Telephone Customer Care: 1300 115 921 (from within Australia) or +61 0203 503 0278 (from overseas). All telephone calls will be recorded. Calls will be charged at local rates and charged to the nearest second. Calls from outside Australia may cost more, please contact your service provider for details.

Card Issuer: Heritage Bank Limited

The Pelikin Visa Prepaid Card is issued by Heritage Bank Limited ABN 32 087 652 024, AFSL 240984, Australian Credit Licence 240984 ('Issuer' or 'Heritage'). Heritage is an authorised deposit taking institution and holder of an Australian Financial Services Licence which gives it permission to provide financial product advice for, and deal in, certain products including the Card.

By purchasing this product you are entering into a contractual relationship with the Issuer, not with Tuxedo. The Issuer is a member of Visa and is responsible for the settlement of transactions under the Card, but may outsource these functions to service providers.

The issuer can be contacted via:

Phone: 13 14 22 (from within Australia) or +61 7 4694 9000 (from overseas)
Email: info@heritage.com.au
Web: www.heritage.com.au
Post: Heritage Bank Limited, PO Box 190, Toowoomba, QLD, 4530

Card Distributor: Tuxedo Money Pty Ltd

Tuxedo Money Pty Ltd ACN 612 042 038 AFSL number 504781 ('Tuxedo') distributes the product, supplies the processing services for the Card (including services and systems necessary to issue and process all transactions on the Card) and is responsible for customer service. Tuxedo is not the issuer of the Card.

Tuxedo can be contacted via:

Phone: 1300 115 921 (from within Australia) or +61 0203 503 0278 (from overseas)
Customer Service Email: help@pelikinmoney.com
support@pelikinmoney.com
Web: www.pelikin.co/
Post: Tuxedo Money Pty Ltd, GPO Box 82, Melbourne, VIC, 3001

Neither Tuxedo, nor anyone else acting on behalf of either entity, has the authority on behalf of the Issuer to:

- a. tell you anything about the Card that is inconsistent with the information in this PDS;
- b. 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 Card; or
- c. do anything else on the Issuer's behalf, other than marketing, arranging for the issue of and providing customer care for the Card.

Significant Benefits

Convenient

The Card is a Reloadable Visa Prepaid Card which can be used anywhere in the world for cash withdrawals at ATMs displaying the Visa logo and for the purchase of goods or services in-store, online, over the phone from merchants (excluding some merchants, as set out in clause 11 of the Terms and Conditions) where Visa is accepted electronically.

The Card can be loaded with value up to \$20,000 Australian Dollars ('AUD') which you can convert to and hold as foreign currency. Value loaded to the Card is held in your Card Wallet. You can move this value to your Travel Wallet. Value held in your Travel Wallet cannot be used for transactions and must be transferred to a Card Wallet in order to be used for transactions.

Amounts loaded to the Card can be held in up to five currencies. The five currencies are AUD, New Zealand Dollars ('NZD'), United States Dollars ('USD'), Euros ('EUR') and Great British Pounds ('GBP'). If an amount held in your Card Wallet is transferred to a foreign currency Card Wallet, the amount transferred will be converted to that foreign currency at the prevailing exchange rate determined by Tuxedo (which will be notified to you before you proceed with the conversion). This can be done in advance of any travel to secure the exchange rates determined by Tuxedo at a time of your choice.

You can transfer funds of the same currency from your Card to another holder's Card in any of the five currency denominations (for example, AUD to AUD, USD to USD, EUR to EUR, NZD to NZD, GBP to GBP). This is referred to as a "Currency Swap".

Note that, although the Visa acceptance mark may be displayed, in some countries the Card may not operate due to restrictions imposed by Visa. 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

Amounts held in each currency are recorded separately in what are referred to as 'Card Wallets'. The total of the amounts recorded in all Card Wallets at any given time represents the total funds available to spend on your Card. You can transfer amounts between the different Card Wallets on your Card.

The Card is set up so that you can use the entire balance of all your Card Wallets to fund a transaction. This means that where you do not have funds available in the Card Wallet that holds value in the currency of the transaction, the Card will use the balances of your other Card Wallets in the default order of priority as listed in the section 'Currency Conversion and Default Wallet Funding Order' to fund the transaction.

The 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 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 'Default Wallet Funding Order' (see heading 'Currency

Conversion and Default Wallet Funding Order') until the transaction amount is able to be satisfied. Please see the Fees and Limits Tables in clause 6.1 below for an explanation of what foreign exchange fees apply in these scenarios. If there are insufficient funds in all of your Card Wallets, the transaction may not be completed.

Reloadable

The Card is reloadable, which means value can be reloaded within applicable limits and until the Card expires. This means you can keep the Card and use it for multiple trips. If you have money left on your Card at the end of your travels, you can withdraw your remaining balance in AUD or you can spend the remaining funds online in your existing non-AUD currencies, or you can transfer your remaining balance to AUD and spend domestically or online using the Card. Fees may apply to loading/re-loading - please refer to the Fees and Limits Tables in clause 7 below.

Easy

Once activated, your Card enables you to load funds to your AUD Card Wallet and then transfer those funds to a Card Wallet for holding foreign currencies and/or Australian dollars on 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 in the mobile app.

Significant Risks

The significant risks associated with the Card include:

Card Expiry

The Card will expire on the date shown on the back of the Card and cannot be used after it has expired. However, we are able to issue you with a replacement Card if requested prior to expiry of the original Card, and even if you do not have a replacement Card, you will still be able to cash out, less any applicable fees.

Foreign Exchange Fluctuations

You will be exposed to foreign exchange fluctuations when transferring funds between different Card Wallets on your Card, when you do not have sufficient funds available in a Card Wallet for a transaction requested in that currency, and when you perform a transaction in a currency that is not one of the currencies offered by the Card.

Security

It is important that you safeguard your Card details, your PIN and any other Password or Passcode required for the operation of your 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 clause 10 and 12 of the Terms and Conditions. If your Card is lost, destroyed

or stolen and you do not have your current contact details registered with us, we may be unable to authenticate you as the cardholder and will not be able to return funds or issue you with a replacement Card.

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. Neither the Issuer nor Tuxedo is liable in this event.

Unintended transactions can happen if electronic equipment with which the 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.

Pre-authorisation

For some businesses (such as hotels, rental cars, restaurants, cruise ships) or for mail order purchases, 'tolerance limits' may apply. This means that the business may request confirmation that your Card has a sufficient balance to meet the anticipated cost of goods or services it will provide. In this instance the merchant will obtain an authorisation or approval on your Card for an amount of the anticipated bill plus an amount of up to 20% or more of the total bill to cover additional items such as tips and incidentals to ensure that adequate funds are available to cover the final purchase ('pre-authorisation amount'). This pre-authorised amount will be temporarily unavailable for up to 15 days if the Card is used for this purpose. However, only the actual amount of the final bill will be deducted from the Card Wallet Balance.

Counterparty Risk

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

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

DCC and MCC are services provided by merchants that allow 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 6 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.

Other Important Information

- a. The Card must be signed before use.
- b. You agree to the Terms and Conditions by any action relating to the 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 Card (but these are not the only ways that you can be taken to have agreed to be bound by the Terms and Conditions).
- c. You may use and reload the Card as often as you like within the applicable limits until the available balance is spent or the Card has expired.
- d. There is no interest earned or paid on the value loaded to the Card and held in your Travel Wallet or a Card Wallet.
- e. Although Heritage is an authorised deposit-taking institution carrying on banking business in Australia, value loaded to the Card and held in your Travel Wallet or a Card Wallet does not represent a deposit account or other bank account with the Issuer, nor is the 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. The Card is also not a credit card.
- f. You do not become a depositor with the Issuer by holding the Card. If you have another deposit account with the Issuer, the value loaded to your Card is not counted in working out how much money you might have on deposit with the Issuer for any purpose.
- g. Certain limits apply to the use of the Card: Maximum Single Load AUD\$5,000; Maximum Available Card Wallet Balance AUD\$10,000; Maximum Available balance on the Card Wallets and Travel Wallet AUD\$20,000; Maximum Aggregate Load (within 12 month period AUD\$30,000; Maximum ATM Withdrawal in one transaction AUD\$500; Maximum ATM Withdrawals per day AUD\$1,000 (subject to individual ATM provider limits). Minimum Card Wallet Transfer AUD \$2, Maximum \$3,000; Minimum Card Wallet Transfer EUR €1, Maximum €2,000; Minimum Card Wallet Transfer GBP £1, Maximum £2,000; Minimum Card Wallet Transfer NZD \$2, Maximum \$3,000; Minimum Card Wallet Transfer USD \$2, Maximum \$2,000; Minimum Currency Swap AUD \$1, Maximum \$3,000; Minimum Currency Swap EUR €1, Maximum €2,000; Minimum Currency Swap GBP £1, Maximum £2,000; Minimum Currency Swap NZD \$1, Maximum \$3,000; Minimum Currency Swap USD \$1, Maximum \$2,000;

- h. Your PIN will be available on the mobile app once you have applied pursuant to clause 10 of the Terms and Conditions.
- i. Keep your PIN secure by:
 - » never disclosing your PIN or Card number to another person;
 - » not writing the PIN on the Card or on anything with the Card that might be liable to loss or theft;
 - » not recording the PIN where it may be accessed by other people; and
 - » complying with any instructions we give you about keeping the PIN safe and secure.

If you become aware that your Card is lost or stolen, or your Card details may have been used by someone without your authority, or your PIN's security has been breached, you must make a report to us immediately by calling the Tuxedo Customer Care number on the first page of this document. The Card will be stopped when the report is made and will be replaced if you have registered your contact details with us and your details are current.

You may be liable for transactions for which you did not give authority that were incurred before the report was received by us. We may issue you with a new Card and transfer the balance to your new Card. Replacement Cards can only be sent to the registered cardholder address.

Currency Conversion & Default Wallet Funding Order

You are able to transfer amounts between the five Card Wallets via the mobile app. A currency conversion will apply for each move between Card Wallets at the prevailing exchange rate determined by Tuxedo, which will be notified to you before you proceed with the conversion. See clause 6 in the Terms and Conditions for further information in relation to foreign currency transactions. A separate balance can be held in each of the currencies listed below:

1. Australian Dollars ('AUD')
2. United States Dollars ('USD')
3. Euros ('EUR')
4. Great British Pounds ('GBP')
5. New Zealand Dollars ('NZD')

If you attempt a transaction in a particular currency but do not have enough in the relevant currency set out above, value in another Card Wallet(s) will be used to fund the transaction. The order that value will be taken from other Card Wallets is AUD → USD → EUR → GBP → NZD ('Default Wallet Funding Order'), until sufficient value has been created in the relevant currency for your transaction.

Disputes & Complaints

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.

If you have a query or complaint about the Card or services provided by us, then please contact us:

Phone: 1300 115 921 (from within Australia) or
+61 0203 503 0278 (from overseas)

Customer Service Email: help@pelikinmoney.com
support@pelikinmoney.com

Web: www.pelikin.co/

Post: Tuxedo Money Pty Ltd, GPO Box 82, Melbourne, VIC, 3001

We have an internal dispute resolution process that aims to resolve most complaints within 10 working days. However, if we are unable to resolve your complaint to your satisfaction within 45 days then you may be eligible to escalate your complaint to the Australian Financial Complaints Authority ('AFCA'). Their contact details are as follows:

Phone: 1800 931 678

Email: info@afca.org.au

Web: www.afca.org.au

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

Please note that AFCA will refer your complaint back to the Issuer or Tuxedo if it has not first been investigated.

In addition, if your complaint is not satisfactorily addressed you may contact the Issuer directly:

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

Phone: 13 14 22 (from within Australia) or +61 7 4694 9000 (from outside Australia)

Fax: 07 4694 9782 (from within Australia) or +61 7 4694 9780 (from outside Australia)

Transaction Disputes

For unauthorised transactions and disputes relating to the Card, or if you want to query your transaction history, call Customer Care immediately on 1300 115 921 (from within Australia) or +61 0203 503 0278 (from overseas). Card Scheme operating rules impose time limits after the expiry of which we may not be able to reverse a transaction. Time limits of 45 days generally apply for disputing unauthorised transactions. It is your responsibility to review carefully your online transaction history. Under clause 12 of the Terms and Conditions, we may not be responsible for any loss to you if you do not dispute an unauthorised transaction within the applicable time limit. Disputes may be settled in AUD, not the currency of the disputed transaction.

Terms and Conditions - As of 1 January 2020

These Terms and Conditions apply to your Prepaid Card. You must read them carefully.

Definitions

The following words and phrases apply throughout these Terms and Conditions and have the following meaning:

- » **"4 Digit Passcode"** means the 4 digit passcode you nominate when the Card is purchased for use and gives you an option to gain access to your account instead of using your email and password.
- » **"Account number"** means the 9 digit number shown on the card carrier and in the Mobile App.
- » **"ATM"** means an automated teller machine/cashpoint.
- » **"Card"** or **"Prepaid Card"** means the Pelikin Visa Prepaid Card.
- » **"Cardholder"** or **"you"** means the individual holding the prepaid service and Pelikin Visa Prepaid Card.
- » **"Card Wallet"** means each of the five separately recorded currency denominations on your Card, into which funds may be transferred after being initially loaded to the Card in Australian Dollars. Each Card has the following Card Wallets: Australian dollars ('AUD'), United States dollars ('USD'), Euros ('EUR'), Great British Pounds ('GBP') and New Zealand dollars ('NZD').
- » **"Card Wallet Balance"** means the monetary value recorded by us as loaded for transactions using the Prepaid Card, as denominated in the total of the five Card Wallets, less any purchases, authorisations, cash withdrawals, fees and charges or other amounts debited under these Terms and Conditions.
- » **"Currency Swap"** means a transfer of money to or from another holder's Card.
- » **"Customer Care"** means the Travel Money Call Centres accessed via the phone numbers we notify as Customer Care numbers for the purposes of these Terms and Conditions.
- » **"Default Wallet Funding Order"** means the Wallet funding order of: (1) AUD, (2) USD, (3) EUR, (4) GBP, (5) NZD.
- » **"Distributor"** means Tuxedo Money Pty Ltd ACN 612 042 038.
- » **"ePayments Code"** means the ePayments Code issued by the Australian Securities and Investments Commission in September 2011 (and as amended) which regulates consumer electronic payments.
- » **"Expiry Date"** means the expiry date on the front of the Card.

- » **“Identifier”** means information you are not required to keep secret and which must be provided to perform a transaction (for example a 16 digit Card Number or Card expiry date).
- » **“Issuer”** means Heritage Bank Limited ABN 32 087 652 024, AFSL 240984, Australian Credit Licence 240984
- » **“Load”** or **“Reload”** means the transfer of value to your Card in Australian Dollars.
- » **“Merchant”** means a business or place that accepts cards which display the Visa logo, except those Merchants which use manual imprinters to process a transaction.
- » **“Mobile App”** means the Pelikin application available for various mobile devices, such as smartphones and tablet devices that is subject to change from time to time.
- » **“Negative Balance”** means a negative balance on the Card arising because the debits using the Card exceed the Card Wallet Balance or the Travel Wallet Balance.
- » **“Personal Information”** means the information that the Issuer and Tuxedo and their respective agents/distributors collect from you, including any application form, correspondence, emails, telephone calls, internet communications and transactional information in connection with the Prepaid Card
- » **“PIN”** means the unique personal identification number which is provided to you via SMS when your application is completed or when you retrieve it via the online servicing page.
- » **“Security Requirements”** means the Security Requirements described under clause 10 “Your PIN and Card security”.
- » **“Spend Rate”** means the individual foreign exchange rate set and determined by Visa applicable to foreign exchange transactions. The circumstances when Spend Rate applies are set out at clause 6.1. Each currency has a different rate that varies.
- » **“Travel Wallet”** means a secure cloud wallet where you can hold funds off the card. You can only transfer funds from your Card Wallet to the Travel Wallet, or transfer funds from your Travel Wallet to your Card Wallet. Access to spend funds is only via Card Wallet.
- » **“Travel Wallet Balance”** means the monetary value recorded by us as when funds are transferred to Travel Wallet.
- » **“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 or consent.
- » **“we”, “us”** or **“our”** means the Issuer or its agents.
- » **“Website”** means our online site at www.pelikin.co/ and any additional or replacement website we notify to you as the Website for the purposes of these Terms and Conditions from time to time.

- » **“you/your”** means the person who has requested, and has been (or is to be) issued with the Card.

The singular includes the plural and vice versa.

References to days, times or periods of time in these Terms and Conditions relate to Australian Eastern Standard Time ('AEST'), unless indicated otherwise.

1. Application of these Terms and Conditions

- » These Terms and Conditions govern the use of the Card. Please read them carefully and keep a copy for your records. By signing the back of the Card or using the Card, you agree to be bound by these Terms and Conditions (but these are not the only ways that you can be taken to have agreed to be bound by these Terms and Conditions), and agree to set up a 'password' and a 4 Digit Passcode and provide us with an email address as a means of accessing your Card details via the Mobile App
- » You must sign the signature panel on the back of the Card before use.
- » By agreeing to these Terms and Conditions (such as by signing the back of the Card or using the Card) you agree that you are financially responsible for all uses of the Card and also:
 - a. acknowledge that you have been given a copy of the Product Disclosure Statement (PDS) in which these Terms and Conditions are included; and
 - b. acknowledge and agree to the information and disclosures contained in the PDS.
- » The Issuer is a subscriber to the ePayments Code. The Issuer warrants that, for as long as it remains a subscriber to the ePayments Code, it will comply with it in our dealings with you relating to the Card.
- » You acknowledge and agree to the disclosures and other information contained in the Product Disclosure Statement in which these Terms and Conditions are printed. Those disclosures and information form part of the agreement between you and us except to the extent that these Terms and Conditions provide otherwise or qualify the disclosures and information.

2. Your Pelikin Visa Prepaid Card

The Card is a multicurrency reloadable Visa prepaid card that lets you purchase goods or services in-store, online or over the phone at merchants (excluding some merchants as set out in clause 11 of the Terms and Conditions) anywhere in the world where Visa prepaid is accepted electronically. The card can also be used to withdraw cash from ATMs anywhere in the world displaying the Visa logo. The five currencies in which amounts can be held on the Card are:

- » Australian Dollars ('AUD'),
- » New Zealand Dollars ('NZD'),
- » United States Dollars ('USD'),
- » Euros ('EUR'), and
- » Great British Pounds ('GBP').

Amounts loaded to the Card can be held in up to five Card Wallets (AUD, NZD, USD, EUR, GBP), up to the AUD equivalent of \$10,000. The Card Wallet Balance at any given time represents the total value available on your Card to be used for transactions. You can transfer amounts between Card Wallets once logged into the Mobile App.

3. Applying for and Activating your Prepaid Card

- » You must be at least 18 years old and resident in Australia to acquire the Card.
- » Minimum and maximum Card Wallet Balance and Travel Wallet Balance limits apply to the Card, as set out in clause 7 of these Terms and Conditions.
- » You can only load your Card using AUD.
- » Once you have acquired the Card, you will need to activate the card. A PIN will be available via the Mobile App. Your Card should then be ready for use.
- » You should memorise your PIN to prevent unauthorised use of the Card and you must follow the rules on Card security (see clause 10 below).
- » The signature panel on the back of your Card must be signed before use.
- » By loading funds to, or signing, the Card you accept these Conditions of Use, and you agree to set up a password and a 4 Digit Passcode in order to register, and access, your Card details online and enable Card use and Card servicing options.
- » Please remember the 4 Digit Passcode you nominated at the point of purchase and may have updated.

4. Loading your Prepaid Card

Your Card can be reloaded in the following ways subject to the minimum load requirement as specified in the Fees and Limits Tables in clause 7:

1. Direct Entry (“Pay Anyone” facility):

You can load value to your Card using a direct entry facility (commonly described on internet banking sites as a “Pay Anyone” facility) provided by your bank or other financial institution. You must enter the BSB number (880-120) and your 9 digit account number displayed in your mobile app. Funds will generally become available for use within 2 business days from the time the direct entry instruction is processed. A longer period may apply in circumstances beyond our control, such as if there is a delay in your financial institution processing a transaction.

Load transactions can only be performed in AUD and are subject to fees and limits set out in the Fees and Limits Tables.

Load Method:	Funds usually become available:
By transfer from your bank account via Direct Entry	Within 2 Business Days

We reserve the right to refuse to accept any particular loading transaction or to disable any particular loading method without notice in the interests of fraud prevention. Loading funds to your Card is subject to limits, as set out in clause 7 of these Terms and Conditions. The maximum value that can be loaded onto your Card at any one time cannot exceed the AUD\$20,000.

5. Using your Prepaid Card

- » The Card can be used anywhere Visa prepaid cards are accepted including online purchase transactions (excluding some merchants, as set out at clause 11). Transaction fees and charges will apply (see Fees and Limits at clause 7). Some merchants in Australia may choose not to accept Visa prepaid cards. For further details visit the Mobile App.
- » The Card may be used at ATMs that accept Visa prepaid cards. An ATM Fee may apply (see Fees, Limits and other costs at clause 7). This is in addition to any ATM operator fees that vary by ATM operator. All ATM fees and charges will be automatically debited against the Card Wallet Balance. After the Card Wallet Balance has been exhausted or if there are insufficient funds for the payment of ATM fees and charges for a transaction in addition to the amount of a withdrawal, the ATM transaction will be declined.

- » You can transfer value from the Travel Wallet or a Card Wallet into one or more of the Card Wallets before you travel at the prevailing exchange rate determined by Tuxedo as notified to you at the time of the transaction. You may prefer to do this in advance of performing a purchase or ATM transaction while travelling, so that you can lock in an exchange rate at the time of transfer. Refer to clause 6 or the Mobile App for full details.
- » You can use the Card as often as you like subject to the Card Balance not being exceeded, the Expiry Date of the Card, and the limits specified in clause 7 of these Terms and Conditions.
- » You cannot stop payment on any transaction after it has been completed. If you have a problem with a purchase made with the Card, or a dispute with a merchant, you must deal directly with the merchant involved. If you cannot resolve the dispute with the merchant, you can contact Customer Care. You should not, in any circumstances, contact Visa.
- » You are responsible for all transactions using the Card.
- » When using your Card online or over the phone, use your Card Number (the 16 digit number on the front of the Card), Expiry Date and CVV (the last 3 digits on the signature panel).
- » You are responsible for determining the value held in the Travel Wallet and each Card Wallet and for ensuring you have sufficient funds for all transactions in the relevant Card Wallet currency. Subject to certain limits and subject to a fee (refer to the 'Fees and other costs' Tables in clause 7), you may allocate value across different Card Wallets via the Mobile App. If there is an insufficient Card Wallet Balance to pay for a transaction the Card may be declined or the merchant may ask you to pay the balance by some other means.
- » You agree not to make or attempt to make transactions that exceed the Travel Wallet Balance or the Card Wallet Balance.
- » If you make or attempt to make any transactions that exceed the Travel Wallet Balance or the Card Wallet Balance then you will be liable for any Negative Balance, along with any costs or interest we incur in recovering or attempting to recover from you the amount you owe us.
- » If a Negative Balance arises, that does not mean that a Negative Balance will be allowed to arise or be increased on subsequent occasions.

- » 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 Wallet Balance does become overdrawn, every attempt should be made by you to stop subsequent transactions.
- » We may restrict or stop the use of the Card if excessive uses of the Card or other suspicious activities are noticed.
- » 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 via the Mobile App for details of the available Card Wallets. If we introduce a new Card Wallet and you choose to allocate funds to that new Card Wallet, you will be deemed to have acknowledged and agreed that, unless otherwise notified to you, these Terms and Conditions apply to such new Card Wallet.
- » If you 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 will be at the discretion of the merchant and may be in the form of a credit of value in the applicable currency to the relevant Card Wallet, cash refund or in store credit. Please note that limits apply to each Card Wallet Balance, as set out in clause 7 of these Terms and Conditions. If a credit of value would exceed the limit that applies to the relevant Card Wallet, the credit transaction will be declined and you will need to arrange another refund method with the merchant. We are not liable in any way when authorisation is declined for any particular transaction regardless of reason.
- » You may not make preauthorised regular payments through the use of the Card.

5.1 ATM Use

- » The Card may be used to withdraw cash or conduct a balance enquiry at ATMs that display the Visa logo. You must select the "credit" (CR) button when using your Card at an ATM. You must then enter your PIN to confirm the transaction. Please note that by selecting "credit" you are simply accessing the Card Wallet Balance through the Visa 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). An ATM Fee will apply. These are in addition to any ATM operator fees that vary by ATM operator.
- » All applicable fees and charges will be automatically debited against the Card Wallet Balance. If there is an insufficient Card Wallet Balance for the payment of all ATM fees and charges for a transaction in addition to the amount of a withdrawal, the ATM transaction will be declined.

- » Not all ATMs will allow the Card Wallet Balance to be viewed on screen or printed onto a receipt. Card Wallet Balances obtained via ATMs may be provided in a currency other than AUD, and where that currency is not a currency offered by the Card, the figure provided may be determined based on a prevailing exchange rate other than that determined by Tuxedo or Visa.
- » The ATMs are not owned or operated by the Issuer or Tuxedo and the Issuer and Tuxedo are not responsible for ensuring that they will accept the Card.
- » 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. See also the other limits that are applicable in the Limits table in clause 7.

5.2 Checking your Card Wallet Balance and Travel Wallet Balance and Transaction History

- » By successfully applying for and using the Card, you acknowledge and agree that we do not provide, and you will not receive, paper statements. Electronic statements showing the Card's transactions, Travel Wallet Balance and Card Wallet Balance are available via the Mobile App.
- » You can view your Card Wallet Balance, Travel Wallet Balance, transaction history and manage your Card in the Mobile App at no charge. Details of your Card Wallet Balance and Travel Wallet Balance can also be obtained by calling Customer Care on 11300 115 921 (from within Australia) or +61 0203 503 0278 (from overseas) Call fees and other fees apply. The most comprehensive Card Wallet and Travel Wallet balance information can be obtained via the Mobile App.
- » Card Wallet Balances obtained via Mobile App can only be provided by way of a single figure representing the AUD equivalent of the total funds available on your Card. If all or part of the Card Wallet Balance is held in a foreign currency, the AUD equivalent of the total funds available on your Card will be determined at the time the Card Wallet Balance is requested based at the prevailing exchange rate determined by Tuxedo.
- » Card Wallet Balances can be obtained via ATMs (see clause 5.1 above).
- » If you notice any error (or possible error) in any transaction or statement relating to the Card, then you must notify Customer Care immediately. We may request you to provide additional written information concerning any error (or possible error) and you must comply with that request.
- » If a person reports that a mistaken payment has been made from the person's account to the Card, you agree that we may:
 - a. inform that person's financial institution whether or not the Card has sufficient credit funds to cover the mistaken payment; and
 - b. freeze those funds, or debit those funds from the Card where we are required to do so under the ePayments Code.

- » It is your responsibility to regularly review your transaction history to identify Unauthorised Transactions. If the Issuer or Tuxedo discover an error in the amount and/or currency of any funds that have been loaded or reloaded to the 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 Travel Wallet Balance or Card Wallet Balance that have been loaded in error.

5.3 Mobile App

The Mobile App enables you to:

- » Update certain details (email address and mobile number)
 - » View your Card Wallet Balance and transaction history
 - » View your Travel Wallet Balance and transaction history
 - » Transfer funds between your different Card Wallets
 - » Set your default load currency
 - » Manage email notifications
 - » Report your Card as lost or stolen
 - » Temporarily block and unblock your Card
 - » Transfer funds to another holder's Card
- » Although considerable effort is expended to make the Mobile App 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 agree that neither the Issuer nor Tuxedo is responsible for temporary interruptions in service due to failure beyond their control including, but not limited to, the failure of interconnecting operating systems, computer viruses, forces of nature, labour disputes and armed conflicts.
 - » You agree that we are not responsible for any content on the Mobile App other than content relating specifically to you, the Travel Wallet Balance, Card Wallet Balance or the Card.

6. Managing Your Card Wallets

- » Value loaded to the Card is held in your Card Wallet. Value held in your Travel Wallet cannot be used for transactions and must be transferred to a Card Wallet in order to be used for transactions.
- » You may prefer to convert funds between different currency Wallets in advance of performing a transaction while travelling, so that you can lock in an exchange rate in advance.
- » You can transfer amounts between different currency Wallets via the Mobile App. If you transfer amounts from one Card Wallet to a different currency Card Wallet, a currency conversion will be performed at the prevailing exchange rate determined by Tuxedo and notified to you at the time of the transaction. See clause 6.1 below for further information regarding foreign currency transactions.

- » To transfer funds to another holder's Card please follow the prompts via the Mobile App. There may be a delay of up to one Business Day before funds that you have transferred to another holder's Card are available for use. You may only transfer funds to another holder's Card if that holder has activated their Card.
- » You do not need to have funds available in a Card Wallet in the currency of the country you are in to use the Card, provided you have sufficient total funds available in your Card Wallet Balance to pay for a transaction (inclusive of fees).
- » If you attempt a transaction in a Card currency but do not have enough in the relevant currency, value in other Card Wallet(s) is then used to fund the transaction. The order that value will in the Default Wallet Funding Order, until sufficient value has been created in the relevant currency for your transaction.
- » For use in a transaction in a currency outside of the five Card currencies, the transaction is automatically converted to AUD at the Spend Rate. If there are insufficient funds available in the AUD Card Wallet, the Card will automatically convert funds held from the remaining Cards Wallets to AUD to cover the shortfall amount at the prevailing exchange rate determined by Tuxedo, based on the Default Wallet Funding Order. The value of the transaction together with any fees will then be completed from your AUD Card Wallet, with the converted shortfall amounts reducing the balance of the applicable Wallets, and therefore the total amount of your Card Wallet Balance.
- » If you do not have a sufficient Card Wallet Balance to complete a transaction (including coverage for fees), the transaction may be declined or the merchant may ask you to pay the amount owing by some other means.
- » Periods may exist during which exchange rates in one or more currencies may not be offered on your Card (for example, periods of extreme currency volatility or global calamity), and your ability to transfer amounts between Card Wallets of affected currencies may be suspended until, in the Issuer's opinion, the increased risk associated with trading in the affected currencies subsides. During these periods, transactions in the affected currencies will still be possible subject to sufficient funds being available in the Card Wallet of the affected currencies on your Card to perform a transaction, inclusive of any applicable fees.
- » 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 Mobile App.

6.1 Foreign Currency Transactions

There are six instances where a foreign exchange rate will apply:

- a. Point of sale transactions where the transaction is in a currency that is not one of the Card currencies available (including any transaction where we deduct funds under clause 5.1 above due to insufficient funds);
- b. ATM withdrawals where the local currency is not one of the Card currencies available, or where there

- c. is an insufficient available balance in the relevant currency;
- d. Where you transfer funds from the Travel Wallet to a non-AUD Card Wallet;
- e. Where you allocate funds from one Card Wallet to a different Card Wallet;
- f. Where your Card is closed, or you request repayment of the Card Wallet Balance under clause 9 below, where there are funds in a Currency other than AUD.

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

If an ATM withdrawal or point of sale transaction is made in a currency which is different to any of the available Card currencies, or exceeds the relevant available Card Wallet Balance on your Card, the amount will be funded by converting the transaction amount into the next available Card Wallet Balance in the Default Wallet Funding Order. The foreign exchange rate used is set and determined by Tuxedo and varies each day.

The foreign exchange rate used for allocating funds from one Card Wallet to another Card Wallet is set and determined by Tuxedo and varies each day. This rate includes a margin.

Where your Card is closed, or you request repayment of the Card Wallet Balance and/or Travel Wallet Balance under clause 9 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 Tuxedo and varies each day. This rate includes a margin.

Examples

Example 1: 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 Card. You are travelling to Brazil and wish to withdraw Brazilian Real BRL 50.00 from an ATM there. Funds from your AUD Card Wallet Balance will be used first as per the Default Wallet Funding Order:

- » 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 Card Wallet 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 Visa. Any withdrawal fee charged by an ATM operator will be charged in addition to the above amounts.

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 purchase transaction in a currency that is different to any of the currencies available in the Card Wallets.

- » You have AUD\$150.00 in your AUD Card Wallet and USD\$300.00 in your USD Card Wallet.
- » You conduct a purchase transaction of CAD\$200.00 (Canadian Dollars)

whilst travelling in Canada.

- » CAD is not a currency available in a Card Wallets, so the Card will process the purchase in AUD.
- » The amount of the purchase will be converted to AUD at the then prevailing Spend Rate.
- » The prevailing Visa exchange rate at the time is CAD\$1.00 = AUD\$1.02, meaning CAD\$200.00 = AUD\$204.00.
- » The Card would first debit AUD\$150 from your AUD Card Wallet, reducing the balance of your AUD Card Wallet to zero.
- » The Card would then use the Default Wallet Funding Order to assess for sufficient value and therefore need to convert from USD to AUD to fund the remainder.
- » If the Tuxedo exchange rate at the time was AUD\$1.00 = USD\$0.83, meaning AUD\$54.00 = USD\$65.06.
- » The Card would be able to process the transaction and your USD Card Wallet would be reduced to USD\$234.94.

Example 3: 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 Card Wallet balances - USD\$50, AUD\$0, EUR€ 60, and CAD\$100. The following

Card Wallet Balance before transaction:	Amount to debit from Card Wallet Balance:	Running purchase balance:	Spend Rate:	Card Wallet 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 4: 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 Card Wallet to another Card Wallet. You have USD\$ 500 held in the USD Card Wallet and you wish to transfer all of it into your GBP Card Wallet.

- » 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 Card Wallet and add GBP£ 344 to your GBP Card Wallet.

7. Fees, Limits and Other Costs

- » You agree to pay us the fees and charges set out in these Terms and Conditions.
- » Whenever any of those fees and charges are incurred, you authorise us to deduct such amounts from the Card Wallet Balance and reduce the Card Wallet Balance accordingly.
- » 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 Card Wallets in the Default Wallet Funding Order. Any such deduction of funds may be subject to a foreign exchange conversion (refer to the examples in clause 6.1).
- » All fees are GST inclusive (if applicable) and will be deducted directly from the Card Wallet Balance at the time the activity invoking the fee occurred.
- » Certain merchants may charge additional fees if the Card is used to purchase goods or services. Such fees are determined and charged by the merchant and are not retained by us.
- » The fees and charges applying to the Card are expressed in AUD (unless stated otherwise), are as follows:

Card Purchase Fee	Nil
Top up fees to GBP, USD, EUR, NZD currency wallets and Wallet Swap	
Direct Entry	Nil
Transaction Fees	
Transactions in same currency as pre-loaded wallet	Nil
ATM withdrawals (overseas)	Under AUD \$200: AUD \$3.00 per withdrawal AUD \$200 and Over: Nil
ATM withdrawals (domestic)	Nil
Other Fees	
Replacement Main Card Fee (if Damaged or Lost/Stolen)	Nil
Investigation Fee	Nil
Dormancy Fee (After 12 months inactivity of Card)	Nil
Any government duty, tax or charge relating to the Card or any transaction.	The amount of the duty, tax or charge.

The following transaction limits apply to the Card.

Other Fees	
Maximum Card Wallet Balance (AUD equivalent of currencies)	\$10,000
Maximum Balance at any point on the Card Wallets and Travel Wallet	\$20,000
Maximum Direct Entry Load (at a time)	\$5,000
Maximum Annual Load	\$30,000
Maximum Daily ATM Withdrawal*	\$1,000 (\$500 in one transaction)
Maximum Annual ATM Withdrawal*	\$20,000
Maximum Retail Purchase (at a time)	\$10,000
Maximum Annual Retail Purchases	\$30,000
Card Expiry	Card valid for 36 months
Minimum Card Wallet Transfer AUD → EUR,GBP,NZD or USD	\$2
Maximum Card Wallet Transfer AUD → EUR,GBP,NZD or USD	£3,000
Minimum Card Wallet Transfer EUR → AUD,GBP,NZD or USD	€1
Maximum Card Wallet Transfer EUR → AUD,GBP,NZD or USD	€2,000
Minimum Card Wallet Transfer GBP → AUD, EUR, NZD or USD	£1
Maximum Card Wallet Transfer GBP → AUD, EUR, NZD or USD	£2,000
Minimum Card Wallet Transfer NZD → AUD, EUR, GBP or USD	\$2
Maximum Card Wallet Transfer NZD → AUD, EUR, GBP or USD	\$3,000
Minimum Card Wallet Transfer USD → AUD, EUR, GBP or NZD	\$2
Maximum Card Wallet Transfer USD → AUD, EUR, GBP or NZD	\$2,000
Minimum Peer to Peer Transfer Limits AUD → AUD	\$1
Maximum Peer to Peer Transfer Limits AUD → AUD	£3,000
Minimum Peer to Peer Transfer Limits EUR → EUR	€1
Maximum Peer to Peer Transfer Limits EUR → EUR	€2,000
Minimum Peer to Peer Transfer Limits GBP → GBP	£1

*When you use your Card at an ATM, you may also be subject to applicable fees, surcharge rules and regulations of the relevant ATM or other financial institution. You will be advised by the ATM operator before you confirm the transaction.

8. Preauthorising Transactions

- » When using the Card with some Merchants (such as hotels, rental cars, restaurants, cruise ships) or for mail order purchases, Card “tolerance limits” may apply. This means that the merchant may request confirmation that your Card has a sufficient Card Wallet Balance to meet the anticipated cost of goods or services it will provide. In this instance the merchant will obtain an authorisation or approval on your Card for an amount of the anticipated bill plus an amount of up to 20% or more of the total bill to cover additional items such as tips and incidentals to ensure that adequate funds are available to cover the final purchase (“preauthorisation amount”).
- » An amount authorised or approved in the above way means your Card Wallet Balance will be reduced by this preauthorisation amount for up to 15 days from the date the request is made, unless settled or cancelled earlier by the merchant. Please note that the preauthorisation will not be visible in your transaction history.
- » The entire amount of the authorisation or approval will be automatically cancelled 15 days after the date the authorisation request was made. Only the amount actually spent will be deducted from your Card Wallet Balance once the transaction is completed. If the amount spent is less than the preauthorisation amount, then the difference will be credited back to your Card.
- » You may not make pre-authorized regular payments through the use of the Card. Certain businesses may not accept the Card as a means of pre-authorising expenditure.

9. Card Replacement, Expiry and Renewal

As soon as you become aware that:

- » the Card has been misused, lost or stolen;
- » the Card is damaged or not working properly;
- » there is a breach to the Security of a Password; or
- » there is reason to believe any of the above might occur or might have occurred, then you must promptly make a report to us by calling Customer Care. You can also ask us to block a lost, stolen or damaged Card via the Mobile App.
- » Provided your contact details are current, you may request a replacement for your Card if it is lost, stolen or damaged by contacting Customer Care. Replacement Cards are sent to you at your nominated address. Replacement Cards cannot be sent to an address outside of Australia.

- » We reserve the right, in our sole discretion, to decide whether to issue a replacement Card. If we do issue a replacement Card, the Travel Wallet balance and Card Wallet Balance from your lost, stolen or damaged Card will be reinstated on the replacement Card 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 Travel Wallet Balance and/or Card Wallet Balance, together with any fees relating to the issue of your replacement Card, have been deducted from the Travel Wallet Balance and/or Card Wallet Balance.
- » If you are issued a replacement Card you must activate your replacement Card upon receipt by calling Customer Care and following the Customer Care prompts.
- » If you are issued with a new or replacement Card you should obtain a new PIN.

9.1 Card Expiry and Card Renewal

- » The Card is valid until the Expiry Date. The Expiry Date is printed on the back of the Card. The Card cannot be used after the Expiry Date. Value cannot be loaded onto the Card after the Expiry Date. However, you will still be able to obtain a refund of the balance of the Card, less any applicable fees (refer to the Fees, Limits and other costs Tables in clause 7).
- » A new Card may automatically be issued to you prior to the Expiry Date where:
 - a. the Card has been used within 6 months of the expiry date; and
 - b. your details are up to date (including your name and Australian address).

9.2 Card Revocation and Card Closure

- » We may revoke the Card at any time without notice. If we ask you to, you must surrender or destroy the revoked Card and you must not use the revoked Card. When you surrender your Card, you must give us your correct name and contact details. If you fail to cease use of the revoked card we may take legal proceedings or such other steps (that we, in our sole discretion, consider reasonable) in order to recover the card from you.
- » You may ask for your Card to be closed at any time. If you ask for your Card to be closed and we ask you to, you must surrender or destroy the closed Card and you must not use the closed Card.
- » On the revocation or closure of your Card, we will pay the Travel Wallet Balance and Card Wallet Balance to you when:
 - a. we are satisfied there are no un-cancelled or unexpired authorisations or approvals on the Card;
 - b. we are satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Travel Wallet Balance and Card Wallet Balance;

- c. if we require it, we have received the surrendered or cancelled Card from you; and
- d. you give us instructions, in a form we require, for the payment of the Travel Wallet Balance and Card Wallet Balance to you.

If your Card is expired, closed or revoked before you have received or spent any value refunded to the Card, the Card will not be able to accept refunds, regardless of whether or not the original transaction to which the refund relates was made using the Card.

- » If the Card is closed, we will refund any available Travel Wallet Balance and/or Card Wallet Balance (less any fees). You will receive payment in AUD. The relevant amount will be deposited into your nominated Australian bank account. Any amounts that are un-cancelled, pre-authorized or "held" 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 payment of funds to your bank account that are held in foreign Currency.
- » If we agree to pay you the Travel Wallet Balance and/or Card Wallet Balance on revocation or closure of your Card in accordance with these Terms and Conditions, any non-AUD funds will be converted into AUD and a currency conversion will be performed at the prevailing exchange rate determined by Tuxedo.
- » You can also close your Card at any time by contacting us. Where you ask for your Card to be closed, all applicable fees (see Fees and Limits in clause 7 of the Terms and Conditions) will be deducted from any payment of the Card Wallet Balance made to you.

9.3 Refunds

- » If you 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 refund to the Card, a cash refund or a store credit.

10. Your PIN and Card Security

- » You can retrieve your PIN for free by logging onto the Mobile App once you have purchased the Card.
- » You must make sure that you keep the Card and any PIN code safe and secure. The precautions we require
- » you to take ("Security Requirements") are set out below.
- » 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 the PIN on the Card;
 - e. carry the PIN with the Card;
 - f. record the PIN on anything carried with the Card or liable to loss or theft simultaneously with the Card, unless you make a reasonable attempt to protect the security of the PIN;
 - g. voluntarily disclose the PIN to anyone, including a family member or friend;
 - h. fail to comply with any instructions we give about keeping the Card and any Security Details safe and secure; or
 - i. act with extreme carelessness in failing to protect the security of a PIN.
- » You must comply with any instructions we give about keeping the Card safe and secure because failure to do the above may increase your liability for loss.
 - » You cannot change your PIN.
 - » If you forget your PIN, you can request a free PIN reminder via the Mobile App.
 - » Should an incorrect PIN be entered three times when a transaction is attempted using your Card, your Card will be blocked for an hour and then you will be able to re-try.
 - » Your Card may be retained by an ATM should an incorrect PIN be entered three times. Should your Card be retained by any ATM and cannot be immediately recovered, your Card is deemed to be lost or stolen. You will need to contact Customer Care to report your Card as lost or stolen and request a replacement Card.

Tips About Pin Security

- » Do not record a PIN in reverse order, or disguise it as a phone number or date where no other phone numbers or dates are recorded.
- » Do not record a PIN in an easily decoded format based on the alphabet (eg. A=1, B=2, etc).
- » Do not record a PIN in a series of numbers with the actual numbers circled or highlighted in any way.
- » Do not allow anyone to watch as the PIN is entered into an ATM or other device.

Note: These tips do not determine responsibility for losses arising from Unauthorised Transactions. Your liability for losses arising from Unauthorised Transactions is covered in clause 12.

11. What are the Limitations on the use of the Card?

- » A limit of one Card applies per person.
- » Purchase of the Card is limited to Australian residents only.
- » We may restrict or stop the use of the Card if excessive use of the Card is detected or other suspicious activities are noticed, including a suspected breach of any laws or regulations in any country.
- » Some Merchants may choose not to accept Visa prepaid cards.
- » When buying petrol, you must pay for the petrol purchase at the petrol station counter and not at any automated fuel dispensers (i.e. not at the pump).
- » The Card may not be used for, and authorisation may be declined for, any illegal transactions.
- » The Card may not be used for, and authorisation may be declined for, transactions relating to any form of gambling or gambling services, for the purchase of money orders, transactions with financial institutions and transactions at pawn shops.
- » When using the Card with some Merchants (such as hotels, taxis, rental cars, restaurants, cruise ships) or for mail order purchases, Card "tolerance limits" may apply. This means that the Merchant may request confirmation that your Card has a sufficient Card Wallet Balance to meet the anticipated cost of goods and services it will provide. See clause 8 of these Terms and Conditions for further information on preauthorisation.
- » You may not use your BSB number or your Card's account number for direct debit payments. Any direct debit transaction attempted on your Card will be declined without payment being made to the processing merchant.
- » 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. See also the other limits that are applicable in clause 7.

11.1 Loss, Theft and Misuse of Cards

- » 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 PIN code, you must immediately notify Customer Care. We will then suspend the relevant Card to restrict further use.
- » 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.
- » You must assist us and the police in any enquiries and attempts to recover a lost or stolen Card.

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

12. Liability for Unauthorised Transactions

- » For as long as we remain a subscriber to the ePayments Code, your liability for losses arising from Unauthorised Transactions will be determined under the ePayments Code.
- » You will not be liable for losses resulting from Unauthorised Transactions where it is clear that you have not contributed to the loss.
- » You will not be liable for losses resulting from Unauthorised Transactions that are caused by:
 - a. fraud or negligence by our staff or agent, a third party involved in networking arrangements, or a Merchant that is linked to the electronic funds transfer system or their employees or agents,
 - b. a Card, Identifier or PIN which is forged, faulty, expired or cancelled,
 - c. a transaction that occurred before you received the Card and/or PIN (including a reissued Card and/or PIN),
 - d. a transaction being incorrectly debited more than once to the same Card,
 - e. an Unauthorised Transaction performed after notification to us that your Card has been misused, lost or stolen, or that the security of the relevant PIN has been breached;
 - f. a transaction made using an Identifier without a Card or PIN.
- » Where we can prove on the balance of probability that you contributed to the losses resulting from 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 Card Wallet Balance.
- » 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 (for example, ATMs that capture cards that aren't removed or which require a user to swipe and then remove a card before commencing the transaction).

- » 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 available for transactions using the Card.
- » 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. AUD\$150;
 - b. 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
 - c. the balance of the funds 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 have unreasonably delayed notifying us of the loss, theft or unauthorised use of the Card.

13. Liabilities and Disclaimers

We are not liable:

- » if, through no fault of our own, the Card Wallet Balance is insufficient to cover a 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 any ATM refusing to or being unable to accept the Card;
- » for the way in which any refusal to accept the Card is communicated;
- » for any indirect, special or consequential losses;
- » for any infringement by you of any currency laws in the country where the Card is issued or used;
- » for any dispute between you and the supplier of any goods or services purchased with the Card;

- » for taking any action required by any government, federal or state law or regulation or court order;
- » for anything specifically excluded or limited elsewhere in these Terms and Conditions;
- » for a transaction being delayed, blocked or refused for any of the reasons set out in these Terms and Conditions;
- » for any emergency cash or card transfer not being able to be provided to you, except to the extent that the resulting loss, damage or expense arises from the fraud, negligence or wilful misconduct of us or our officers, employees, contractors or agents.

However, your liability for Unauthorised Transactions will be determined according to the ePayments Code.

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 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.

Our liability in any event (other than in relation to Unauthorised Transactions) shall not exceed the amount of the Travel Wallet Balance and Card Wallet Balance.

If any guarantees, 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 guarantee, 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.

Neither the Issuer nor Tuxedo or any of Tuxedo's related bodies corporate:

- » 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); or
- » are liable for any loss you suffer (including indirect or consequential loss) arising in connection with the Card (whether for a failure to provide the Card or for its loss, theft or destruction).

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 the term.¹

4. Anti-Money Laundering Compliance

We are subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and related laws and regulations (AML/CTF Laws). You must not knowingly put us in breach of the AML/CTF Laws.

We may delay, block or refuse to process any transaction without incurring liability:

- » 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. We may ask you to provide additional information in relation to your identity and/or source of funds at any time.
- » 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 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.
- » Where we have reasonable grounds to believe that allowing the transaction to occur may breach any laws or regulations in any country, including the AML/CTF Laws in Australia;
- » Where we suspect that a transaction involves any person (natural, corporate or governmental) that is sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions or that has been listed or named by any government or independent authority as a person who is in any way suspected of being involved (or potentially involved) in terrorism or in any activities connected with terrorism imposed by Australia, the United Nations, the European Union or any country; or
- » Where we suspect that the funds involved in the transaction may directly or indirectly be applied for the purposes of unlawful conduct.

If any transaction is delayed, blocked or refused for any of the above reasons, we are not liable to you for, and you indemnify us against, any and all loss incurred by you or any other person arising out of such delay, block or refusal of a transaction.

15. Personal Information and Privacy

- » By purchasing and using the Card you consent to Tuxedo, the Issuer and Distribution Outlets, (in this clause referred to as “we”), collecting, using and disclosing your Personal Information under these Terms and Conditions. You must notify us immediately of any changes to your address by calling Customer Care. Other contact details may be changed by accessing the Mobile App and typing the relevant changes yourself, or by contacting us.
- » You should also contact us if you change your name by calling Customer Care. 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.
- » You may be required to provide information to the Issuer and Tuxedo (including evidence of identity) when purchasing the Card or adding additional funds to the Card.
- » The Issuer will take all reasonable precautions to keep Personal Information secure and protect it under the Privacy Policy.
- » The Issuer is also required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) to collect Personal Information to identify you and verify your identity.
- » Without your information we cannot make the Card available to you and you should not purchase the Card.
- » If you provide us with Personal Information about someone else, you should ensure that you are authorised to do so and agree to inform that person of the contents of this notice.
- » We may exchange your Personal Information with each other and with 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 a crime, legal compliance and fraud prevention purposes. The Issuer and Tuxedo 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.
- » Your Personal Information will be disclosed outside Australia to overseas recipients including Japan, New Zealand, Singapore, India, China, the UK, France, Philippines, Canada, Germany and the US.

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. You can elect to not receive further notifications by clicking on the unsubscribe link in the marketing material or via changing the marketing permissions in the Mobile App.

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.

We will continue to keep Personal Information that is necessary after the expiry of the Card or closure of your Card on the same terms as are set out above.

You are entitled to ask the Issuer or Tuxedo 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.

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 Tuxedo maintain and to improve their level of service, all telephone calls may be recorded and/or monitored.

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.

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

Tuxedo: www.pelikin.co/

16. Communications (Notices)

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 last known to us; or
- » if the notice or communication is not personal to you - by publishing it on the Mobile App.

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

- » we will do so by electronic communication;
- » you have the right to vary your nominated e-mail address;
- » you have the right to terminate your agreement to receive the information electronically; and
- » you have the right to ask us for a paper copy of the information that we provided electronically for up to seven years after we have communicated it electronically.

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 in the Mobile App 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 or the ePayments Code. If a law or the ePayments Code 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 Mobile App, and for the purpose of electronic communications received by us or Customer Assistance or through the Mobile App, we or Customer Assistance or the operator of the Mobile App:
 - » may verify your identity by reference to any or all of the information given by you when purchasing the Card or during Registration or any changes made to this information; and
 - » may proceed on the basis that we or they are dealing with you if satisfied by that verification.
- » You must notify us immediately of any change to your address and other contact details either through the Mobile App or by contacting Customer Care. You should also contact Customer Care 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.
- » The Issuer and Tuxedo accept no responsibility or liability for late, lost or misdirected emails caused by inaccurate provision of personal details by you, or by system constraints or failures experienced by your email or mobile phone service providers.
- » Information sent over the internet may not be completely secure and the internet, Website and Mobile App are not controlled or owned by the Issuer or Tuxedo so neither the Issuer nor Tuxedo can guarantee that they will function at all times and the Issuer and Tuxedo accept no liability for unavailability or interruption or for the interception or loss of Personal Information or other data.

17. 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 via the Mobile App, which will take effect no earlier than 20 days after the notification. 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 subject to the law and the ePayments Code without prior notice.

We can give advance notice of a change by:

- » publishing it in a notice or advertisement in a major daily newspaper distributed in Australia; or
- » displaying a notice when you access the Mobile App; or
- » placing it on our Mobile App; or
- » email, letter or circular; or
- » notification on or with an account statement or other written notice we send to you; or
- » using another method that the law or the ePayments Code allows or requires us to use.

When we notify you of a change:

- » we will comply with any applicable requirements under a law of the ePayments Code; and
- » subject to doing that, it will be good enough if the notification or announcement explains the substantial effect of the change.

You agree that we are not responsible for any content on the Mobile App other than content relating specifically to you, the Travel Wallet Balance, the Card Wallet Balance or the Card.

18. Third Parties

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.

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.

19. Governing Law

Any legal questions concerning these Terms and Conditions, the agreement between you and us (which is governed by these Terms and Conditions) or the Card will be decided under the laws of Queensland, Australia.