

Terms and Conditions

Single Load Gift Card

Contents

1. Definitions	2
2. Introduction	3
3. The Card	3
4. Funds Credits	4
5. Fees and Charges	4
6. Limitations on use of Card	6
7. Security of Cards	6
8. Liability for Unauthorised Transactions	7
9. Transaction history	7
10. Card expiry	8
11. Card revocation and cancellation	8
12. Liabilities and disclaimers	8
13. Foreign transactions	9
14. Privacy and information collection	9
15. Communications	9
16. Changes to these Terms and Conditions	10
17. Parties	10
18. The Website	11
19. Governing Law	11

1. Definitions

- **“212F”** – 212F Pty Ltd ACN 106 450 631.
- **“Activate”** – means you going to the Website or telephoning the IVR Number and following the instructions given which enable the Card to be used for transactions.
- **“Available Balance”** – for the Card, means the monetary value recorded by us or our agent as available to you for transactions using the Card, as denominated in Australian dollars, less any purchases, authorisations, cash withdrawals, fees and charges or other amounts debited under the Product Terms and Conditions.
- **“Card”** – means the VISA Prepaid Card, carrying your name as cardholder, issued under the Product Terms and Conditions.
- **“Client”** means the client identified in the Introductory Package.
- **“Customer Assistance”** – means 1800 171 510 and any additional or replacement phone number or numbers we notify to the Client or you as customer assistance numbers for the purposes of these Terms and Conditions from time to time.
- **“EFT Code”** – means the Electronic Funds Transfer Code of Conduct issued by the Australian Securities and Investments Commission on 1 April 2001, as amended on 18 March 2002.
- **“Funds Credit”** – means the loading of funds available for transactions using the Card.
- **“Introductory Package”** – means the material or materials forwarded to you with these Terms and Conditions and the Card.
- **“Issuer”** – means Heritage Bank Limited ABN 32 087 652 024. AFSL 240984 Australian Credit License 240984.
- **“IVR Number”** – means 1800 171 510 and any additional or replacement phone number or numbers we notify to the Client or you as IVR (interactive voice response) numbers for the purposes of these Terms and Conditions from time to time.
- **“Negative Balance”** – means a negative rather than positive Available Balance, arising because the debits using the Card exceed the total Funds Credits for the Card.
- **“Product Terms and Conditions”** – means the terms and conditions applying as an agreement between the Issuer and the Client relating to the Card (and other cards issued to other cardholders at the Client’s request from time to time).
- **“Terms and Conditions”** – means these terms and conditions.
- **“Unauthorised Transaction”** – means a transaction not authorised by you or the Client, but does not include any transaction carried out by you or the Client or by anyone performing the transaction with your or the Client’s knowledge and consent.
- **“we/us/our”** – means the Issuer.
- **“Website”** – means the website specified in the Introductory Package and any additional or replacement website we notify to the Client or you as the website for the purposes of these Terms and Conditions from time to time.
- **“you/your”** – means the cardholder identified on the Card and to whom the Introductory Package is sent.
- The singular includes the plural and vice versa.

- References to days, times or periods of time in these Terms and Conditions are reckoned according to US Eastern Standard Time.

2. Introduction

- These Terms and Conditions govern the use of the Card and apply as an agreement between you and the Issuer. Please read them carefully and keep a copy for your records.
- By signing the back of the Card, Activating 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).
- You must Activate the Card prior to any use.
- You must sign the back of the Card before it is used.
- All transactions using the Card (whether by you or someone else) are your responsibility.
- The Available Balance is available for transactions using the Card in accordance with these Terms and Conditions until the expiry, revocation or cancellation of the Card, but does not belong to you.

3. The Card

- The Card is issued to you under an agreement between the Issuer and the Client. The Card is therefore not a facility that the Issuer provides to you. The Issuer does not, in relation to the Card, enter into any arrangement with you to provide to you a facility to make non-cash payments or accept deposits from you.
- The Card is a VISA Prepaid Card.
- The Card's Funds Credit must be received by us before the Card is used.
- The Card is not reloadable.
- The Card allows purchases to be made wherever VISA Prepaid Cards are honoured if a sufficient Available Balance exists.
- The Card is not a Credit Card.
- The Card remains the property of the Issuer and you must surrender it to the Issuer if we or our agent ask for it to be surrendered
- You can Activate the Card at the Website or by phoning the IVR Number. Fees apply to calls to the IVR Number.
- The Card can be used anywhere VISA Prepaid Cards are accepted to pay for goods and services, including online purchase transactions.
- You must not make or attempt to make transactions that exceed the Available Balance for the Card.
- If you make or attempt to make any transactions that exceed the Available Balance for the Card, then you will be liable for any Negative Balance plus a fee charged by us, 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. This is the case regardless of whether you have been charged a fee relating to the Negative Balance arising.
- You can use the Card as often as you like, provided that you do not exceed the Available Balance and the expiry date for the Card has not passed.
- We may restrict or stop the use of the Card if excessive use of the Card or other suspicious activities are noticed.
- 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 212F through the Website or Customer Assistance. You should not, in any circumstances, contact VISA.
- 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 credit to the Card, cash refund or in-store credit. If the 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 you will not have any access to those funds.
- We are not liable in any way when authorisation is declined for any particular transaction regardless of reason.
- You are responsible for all transactions using the Card.
- If you permit someone else to use the Card, you will be responsible for any transactions initiated by that person with the Card.
- You may not make pre-authorized regular payments through the use of the Card.
- The Card may not be accepted by merchants for transactions over the internet.

4. Funds Credits

- Funds Credits can be loaded only by the Client as specifically provided in the Product Terms and Conditions. This is not a facility by which the Issuer takes other deposits from you or the Client. For example, the Client will **not** be able to load Funds Credits at the Issuer’s branches or other outlets.
- The Issuer will load a Funds Credit to the Card when the Issuer receives instructions to do so and receives the amount of the Funds Credit in clear funds.

5. Fees and Charges

- Whenever any of the fees and charges provided in the Product Terms and Conditions is incurred in relation to the Card, we will deduct it from the Available Balance and reduce the Available Balance accordingly.
- All fees and charges are expressed in Australian dollars and are inclusive of any applicable GST.
- The fees and charges applying are as follows:

ONLINE FEES

- Available Balance enquiry	No charge
- Online enquiry	No charge
TELEPHONE SUPPORT FEES	
- Automated telephone enquiry via IVR Number	\$1.20
- Live operator telephone customer service call to Customer Assistance	\$3.99
CARD REPLACEMENT FEE	
- Lost or stolen card replacement fee.	\$15.00
OTHER FEES	
- Transaction reversal fee	\$7.50
- Monthly Maintenance Fee: Charged at the start of the 7th month from when the card was issued continuing until either the balance is zero or the card expires. If you have a small balance on your card EG. \$2.50 this fee will bring your balance to zero and you will not be charged any further fees.	\$4.50
- 4.5% Foreign Exchange Fee: If Card is used for purchases with any merchant outside of Australia or withdrawals in any currency other than Australian dollars 4.5% of the AUD amount of the transaction will be charged.	See example below
- Card Expiry Fee: The Available Balance on the Card at the time of its expiry.	See example below
- Any government duty, tax or charge relating to the Cards or any transaction	The amount of the duty, tax or charge

EXAMPLE OF FOREIGN EXCHANGE FEE	
Suppose:	
<ul style="list-style-type: none"> • you make a purchase from a merchant located outside Australia (in the USA); • at the time, VISA's prevailing exchange rate is \$1.00 US = \$1.34 Australian; and • the amount of the transaction is \$200.00 US. 	
The Australian dollar amount is \$200.00 x \$1.34 = \$268.00.	
The foreign exchange fee is therefore 4.5% x \$268.00 = \$12.06.	

EXAMPLE OF FEE CHARGED ON EXPIRY OF CARDS

Suppose:

- the Card expires; and
- at the time of expiry, the Available Balance of the Card was \$12.35.

The fee charged on expiry is \$12.35 (equalling the Available Balance at the time of expiry). The Available Balance of the Card in question is reduced to zero.

6. Limitations on use of Card

- The following limitations apply to the Card:
 - 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 pumps).
 - The Card 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 the Card with some merchants (such as hotels, rental car companies, restaurants, cruise ships) or for mail order purchases, Card “tolerance limits” may apply. This means that 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, although only the amount actually spent or authorised will be finally deducted from the Available Balance after the authorisation or approval clears.
- Periodic transaction limits apply to the Card. These limits are as follows:
 - Purchases made at VISA merchants in a 24 hour period are limited to \$5,000.00 (Australian dollars).

7. Security of Cards

- You must promptly notify us if:
 - the Card is misused, lost or stolen;
 - the Card is damaged or not working properly;
 - there is reason to believe any of the above might occur or might have occurred.
- If there is an unreasonable delay by you in giving this notification, the Client may be responsible for some of the losses occurring as a result of the delay and the transactions performed with the Card may stand, resulting in the Available Balance being reduced accordingly.
- The notification can be made by phone to Customer Assistance. The notification must then be confirmed in writing. We may require the written confirmation to be made on a particular form or sent to a particular address.
- You may request a replacement for the 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 or the Client are liable under these Terms and Conditions or the Product Terms and Conditions) or other amounts that we are entitled to debit against the Available Balance, together with the fee relating to the reissue of the Card, have been deducted.

8. Liability for Unauthorised Transactions

- You or the Client will not be liable for losses resulting from Unauthorised Transactions where it is clear that neither you nor the Client have contributed to the loss.
- You or the Client 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 or the Client will not be liable when Unauthorised Transactions:
 - happen after notification to us that any Card has been misused, lost or stolen.
 - result from the use of the Card before you or the Client have received the Card;
 - are made with forged, faulty, expired or cancelled cards or numbers (as applicable) when neither you nor the Client was responsible for this; or
 - are the result of the same transaction being incorrectly debited more than once to the same Available Balance.
- You **will** be liable for losses resulting from Unauthorised Transactions where you or the Client contribute to the losses through:
 - fraud;
 - breaching these Terms and Conditions;
 - breaching any other instructions or advice on Card security that we issue from time to time; or
- You **will** be liable for all other losses resulting from Unauthorised Transactions.

9. Transaction history

- No periodic statements of the Card's transactions will be issued.
- You may check the Available Balance and the Card's transaction history 24 hours a day, 7 days a week at the Website.
- You may also learn the Available Balance and the Card's transaction history by phoning Customer Assistance. Fees apply.
- If you notice any error (or possible error) in any transaction or statement relating to the Card, then you must notify Customer Assistance immediately. We may request you to provide additional written information concerning any error (or possible error) and you must comply with that request. You must submit a transaction query within 90 days from the time of the transaction.

10. Card expiry

- The Card is valid until the expiry date shown on it.
- The Card cannot be used after expiry.
- At expiry of the Card, we will charge a fee equal to the Available Balance, reducing its Available Balance to zero. We will not give you any notice before this happens.

TIPS ON AVOIDING OR MINIMISING THE FEE

- The effect of charging this fee on expiry of the Card is to reduce the Available Balance to zero. In other words, the Available Balance is forfeited.
- Alternatively, by undertaking transactions before the Card expires, the Available Balance on expiry can be minimised.

11. Card revocation and cancellation

- We may revoke the Card at any time without cause or notice. If we or our agent ask you to, you must ensure that any revoked Card is surrendered or destroyed and that it is not used after it is revoked. When the Card is surrendered, you must give us your correct name and contact address.
- If the Client asks us to, we may also cancel the Card at any time. If we cancel the Card and ask you to, you must surrender or destroy the cancelled Card and not use it after it is cancelled.
- On the revocation or cancellation of a Card, we will pay the Available Balance to the Client or as directed by the Client in accordance with the Product Terms and Conditions.
- You are not entitled to the Available Balance on the revocation or cancellation of the Card.

12. Liabilities and disclaimers

- We are not liable if:
 - through no fault of our own, the Available Balance is not enough to cover a transaction using the Card;
 - a terminal or system does not work properly;
 - circumstances beyond our control prevent a transaction, despite any reasonable precautions having been taken by us;
 - any failure due to events outside our reasonable control;
 - any system failure or industrial dispute;
 - the way in which any refusal to accept the Card is communicated to you;
 - any indirect, special or consequential losses;
 - any infringement by you of any currency laws in the country where the Card is issued or used;
 - any dispute between you and the supplier of any goods or services purchased with the Card;
 - our taking any action required by any government, federal or state law or regulation or court order; or
 - anything specifically excluded or limited elsewhere in these Terms and Conditions.

- Our liability in any event shall not exceed the amount of the Available 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 limited to:
 - the supplying of the services again; or
 - the payment of the cost of having the services supplied again.
- The Issuer is not responsible for any Card lost or stolen in transit to you.
- The Issuer:
 - does 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); and
 - is not liable for any loss you suffer (including indirect or consequential loss) arising in connection with the Card (whether a failure to provide the Card or 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 them.

13. 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 exchange rate at the time plus a 4.5% foreign exchange fee.

14. Privacy and information collection

- Information will be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law and also when necessary:
 - for completing a transaction;
 - in order to verify the existence and condition of the Card;
 - to utilise services of affiliates who assist in providing the Card;
 - if you give us permission;
 - if you owe us money;
 - if there are legal proceedings in connection with the Card; or
 - to protect against potential fraud and other crimes.
- A full privacy policy can be viewed at the Website. This policy sets out our guidelines on management of your personal information.

15. 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 identity by reference to any or all of the information given by you or the Client when applying for the Card or during Activation or at any other time, 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 Website or by contacting Customer Assistance. 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.

16. Changes to these Terms and Conditions

- Please go to our website www.ichoosecard.com.au and login to your account for the most up to date Terms and Conditions for your card.

17. 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, 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.

18. The Website

- 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 agree that the Issuer is not 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.
- The Issuer does not maintain the Website. You agree that the Issuer is not responsible for any content on the Website other than content relating specifically to you, the Available Balance or the Card.

19. Governing Law

- Any legal questions concerning these Terms and Conditions, the agreement between you and the Issuer (which is governed by these Terms and Conditions) or the Card will be decided under the laws of Queensland, Australia.
- Any legal proceedings concerning these Terms and Conditions, the agreement between you and the Issuer (which is governed by these Terms and Conditions) or the Card may be conducted in the courts at Brisbane, Queensland, Australia.