

iChoose Gift Card Terms and Conditions

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.
- **"ATM"** – means an automated teller machine.
- **"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 914 332 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.
- **"ePayments Code"** - means the ePayments Code issued by the Australian Securities and Investments Commission in September 2011 (as amended from time to time) which regulates consumer electronic payments.
- **"Funds Credit"** – means the loading of funds available for transactions using the Card.
- **"iCoupon"** means an electronic coupon loaded to your Card for promotional purposes at selected retailers.
- **"Identifier"** - means information that you know but are not required to keep secret and which you must provide to perform a transaction (for example, a card number)
- **"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 914 332 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.
- **"Notice"** - means the notice period and form described in clause 16.
- **"PIN"** – means a Card's personal identification number.
- **"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).

- **"Security Requirements"** - means the Security Requirements described under clause 8 "Security of Cards and PIN"
- **"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 uses 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.
- If a person reports that a mistaken payment has been made from the person's account to your Card, you agree that:
 - we may inform that person's financial institution whether or not your Card has sufficient credit to cover the mistaken payment, and;
 - freeze those funds, or debit those funds from your Card where we are required to do so under the ePayments Code.
- We are not liable in any way when authorisation is declined for any particular transaction regardless of reason.
- Not all cards can be used at ATMs. If your program allows ATM use you will be charged ATM transaction fees. These are in addition to any ATM operator fees that vary by ATM operator. All ATM fees and charges will be automatically debited against the Available Balance. After the amount available on the Card has been exhausted or if there are insufficient funds, ATM transactions with the Card will be declined.
- You are responsible for all transactions using the Card.

- You are responsible for knowing the card balance and PIN prior to using the card. Declined transactions will incur a fee.
- You may not make pre-authorized regular payments through the use of the Card.
- The Card may not be accepted by some 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 – My Card Place	
Available Balance enquiry	Free
Card Transaction History	Free
Contact Us Email Enquiry	Free
TELEPHONE SUPPORT FEES	
IVR - Automated telephone enquiry via IVR Number	\$1.20
IVR - Live operator customer service call	\$3.99
ATM FEES [If your Program allows ATM usage – check your Card Carrier]	
Domestic ATM withdrawal	Fee varies per operator
Issuer ATM withdrawal	\$1.75
Issuer ATM withdrawal (outside Australia)	\$2.50
Declined ATM transaction	\$0.75
ATM balance enquiry	\$0.75
OTHER FEES	
Monthly Maintenance Fee: Charged at the start of the 7th month from issuing continuing until either your balance is zero or the card expires	\$2.50
Approved Purchases	Free
Declined Transactions (Incorrect PIN or Insufficient Funds)	\$0.15
Lost or stolen card replacement	\$15.00

Transaction reversal	\$7.50
Chargebacks	\$15.00
Foreign Exchange	4.5% See example below
Card Expiry Fee	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
<p>Suppose:</p> <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
<p>Suppose:</p> <ul style="list-style-type: none"> • 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).
 - If your program allows ATM usage, your ATM withdrawals in a 24 hour period are limited to the lower of \$500.00 (Australian dollars) or any withdrawal limits set by the individual ATM operator.

7. PIN

- The PIN for the Card will be set at the time of Activation of the Card.
- You may change the PIN, either online at the Website or by phoning Customer Assistance listed on the back of the Card. Charges apply when changing a PIN via phone.
- If you forget the PIN, you will need to phone Customer Assistance. Charges apply.
- Should an incorrect PIN be entered three times when a transaction is attempted using the Card, the Card will be blocked and you will need to contact Customer Assistance to release the block.
- Should the Card be retained by any ATM, the Card is deemed to be lost or stolen and hence cannot be recovered. In that event, you or the Client will need to contact Customer Assistance and arrange to be issued with a new Card. Fees and charges apply.
- Should you enter an incorrect PIN, you will be charged a declined transaction fee of \$0.15. Ensure you know your PIN prior to using your Card.

8. PIN Security Guidelines

- You must promptly notify us if:
 - the Card is misused, lost or stolen;
 - the Card is damaged or not working properly;
 - the security of the card, CHIP or PIN is breached in any way, or;
 - there is reason to believe any of the above might occur or might have occurred.
- Where a card has an embedded electronic microchip:
 - The cardholder must ensure that the chip is protected from misuse, tampering, damage, destruction, unauthorised use or removal from the card: and
 - No one other than the cardholder may use the chip; and
 - If you are required under these terms and conditions to destroy the card, you must do so by cutting the chip in half.
- 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.

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

You must not:

- allow anyone else to use the Card;
 - interfere with any magnetic stripe or integrated circuit on the Card;
 - unnecessarily disclose the Card number;
 - write the PIN on the Card;
 - carry the PIN with the Card;
 - record the PIN on anything carried with the Card or liable to loss;
 - voluntarily disclose the PIN to anyone, including a family member or friend;
 - act with extreme carelessness in failing to protect the security of the PIN;
- You must comply with any instructions we give about any Security Requirements and in keeping the Card safe and secure.

9. Liability for Unauthorised Transactions

- The Client may be responsible for some of the losses occurring as a result of Unauthorised Transactions performed with the Card. This may result in the Available Balance being reduced accordingly.
- 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 or that the security of the relevant PIN has been breached;
 - result from the use of the Card before you or the Client have received the Card and or PIN (including a reissued Card and/or PIN);
 - are made with forged, faulty, expired or cancelled cards or numbers (as applicable) when neither you nor the Client was responsible for this;
 - are made using an Identifier without a Card or PIN;
 - are the result of the same transaction being incorrectly debited more than once to the same Available Balance;
 - are made using an Identifier without a Card or PIN.
- Where we can prove on the balance of probability that you or the Client contributed to the losses resulting from Unauthorised Transactions through fraud; or; by failing to comply with the Security Requirements.

- However; you will not be liable for any loss on any day, or in any period, exceeding any applicable transaction limit for that day or period and you will not be liable for loss in excess of the Available Balance on the Card.
- If you leave your Card in an ATM, you will be liable for all losses arising from Unauthorised Transactions in relation to your Card as long as the ATM incorporates reasonable safety standards that lessen the risk of your Card being left in the ATM (e.g. ATM's 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 though unreasonably delaying notification of the misuse, loss or theft of a Card or that the security of the relevant PIN has been breached. Your liability in this case is limited to losses occurring between the time that you became aware of the security compromise or should reasonably have become aware in the case of a lost or stolen Card but you will not be liable for any loss on any day, or in any period, exceeding any applicable transaction limit for that day or period and you will not be liable for loss in excess of the Available Balance of the Card.
- If it is unclear or not, you or the Client, contributed to the loss caused by an Unauthorised Transaction that required a PIN, the amount of your liability will be limited to the least of:
 - \$150
 - the actual loss at the time we're notified that the security of the PIN was breached or the Card has been lost, stolen, or used without your permission (limited by the applicable daily or period transaction limits over the relevant timeframe) and;
 - the available balance of the Card

10. 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 either by phone 1800 914 332 or through our website. 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.

11. 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.**

12. 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.

13. 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;
 - if a terminal or system does not work properly;
 - 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 to you;
 - 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, or;
 - for 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 be 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.

14. 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.

15. 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;
 - to comply with our obligations under the ePayments Code;
 - 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.

16. Communications

- You agree that we may give written notices or other communications to you under or in connection with these Terms and Conditions (“Notice”) 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.

17. Changes to these Terms and Conditions

- Please go to the website and login to your account for the most up to date Terms and Conditions for your card.

18. 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.

19. The Website & Systems

- 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.
- 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.
- 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.
- Neither you nor the Client are liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with your instructions. However, if you or the Client were aware or should have been aware, that the system or equipment was unavailable or malfunctioning, our responsibility will be limited to:
 - correcting any errors; and
 - refunding any charges or fees imposed as a result.

20. Governing Law

- 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.