



Product Disclosure Statement

VascoPay General Purpose Reloadable Visa Prepaid Card

Issuer: Heritage Bank Limited

Date of PDS: 01 January 2019

This PDS applies to all VascoPay Visa Prepaid Cards issued prior to and after the date of this PDS



Product Disclosure Statement (and Terms and Conditions) for the 'VascoPay' Visa Prepaid Card

Dated: 01 January 2019

INTRODUCTION

About this Product Disclosure Statement

This Product Disclosure Statement ("PDS") has been prepared by Heritage Bank Limited ABN 32 087 652 024, AFSL /ACL 240984 (the "Issuer") as required under the Corporations Act 2001.

This PDS is an important document designed to assist you in deciding whether to acquire the financial product to which it relates – the VascoPay Visa Prepaid Card (the "Product").

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

This PDS is issued and dated 01 January 2019

Updates Relating to this PDS

Information in this PDS that is not materially adverse information is subject to change from time to time. You may access this updated information via the website printed on your Card. Alternatively, you may request a paper copy of this information free of charge by sending us an email from the 'Contact Us' section of the same website. The information which the Issuer will make available by way of these updates is subject to change from time to time.

General Description of Product

The Product is a Visa Prepaid Card. You can load value to the Card and then use the Card to access its Available Balance anywhere in the world where Visa Prepaid is accepted. The product is not a credit or charge Card and the Card balance does not earn interest. The acquisition of, or value loaded to, the Card does not represent a deposit with, or investment, in Heritage.

Card Issuer

The Issuer of the Card is Heritage Bank Limited ABN 32 087 652 024, AFSL 240984, Australian Credit Licence 240984 and if you acquire the product you will have a contract with Heritage. Heritage is an authorised deposit taking institution holding an authority to carry on banking business in Australia and issues the product under arrangements between it and OXYGEN.

The Issuer is a member of Visa and is responsible for the settlement of transactions using the product but may outsource these functions to service providers.

Heritage can be contacted via:

Mail: PO Box 190, Toowoomba, Qld 4350, Australia

Phone: 13 14 22



Product Distributor

Oxygen Global Pty Ltd ABN 41 162 667 843, AFSL 452 187 (OXYGEN) is the holder of Australian Financial Services Licence number 452187. Under its AFSL, OXYGEN is authorised to provide general financial product advice for the following classes of financial products:

1. Deal in a financial product by:
 - (i) Issuing, applying for, acquiring, varying or disposing of a financial product in respect of the following classes of financial products:
 - Deposit and payment products limited to non cash payment products and
 - (ii) Applying for, acquiring, varying or disposing of a financial product on behalf of another person in respect of the following classes of products:
 - Deposit and payment products limited to non cash payment products; to retail and wholesale clients.

OXYGEN can be contacted via:

Mail: PO Box 6091, Melbourne, Vic 3004, Australia

Email: info@oxygen-global.com

VascoPay Pty Ltd ABN 17 609 831 049 (“VascoPay”) is the product promotor. VascoPay is authorised by OXYGEN to arrange for the promotion and sale of the prepaid product. When providing financial services in relation to the prepaid product, it acts on behalf of OXYGEN.

VascoPay can be contacted via:

Mail: Suite 2, Level One North, 63 Miller St, Pyrmont Sydney, NSW 2009

Email: help@vascopay.com

Internet: www.vascopay.com.au

VascoPay is not the Issuer

OXYGEN and Heritage are unrelated companies in that they are independently managed and neither owns the other. OXYGEN does not act as Heritage's agent when it fulfils its roles and responsibilities in relation to the Product. They act on their own behalf.

Neither VascoPay, OXYGEN, nor anyone else acting on their behalf of either entity, has the authority on behalf of Heritage to:

- Tell you anything about the Product that is inconsistent with the information in this PDS;
- 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 Product.
- Do anything else on Heritage's behalf, other than marketing, arranging for the issue of and providing customer services for the Product.

If you have been told anything that is inconsistent with this PDS, or if you have been given any financial product advice by OXYGEN, or anyone seeming to act on behalf of Heritage, you should NOT rely on it in making any decisions about the Product. You should only rely on what is in this PDS.

Significant Benefits

The significant benefits of the Product are:

- The Product is a Visa Prepaid Card which means that it can be used to buy goods and services from merchants in Australia and around the world who accept Visa Cards for electronic transactions.
- The card can be used to withdraw cash at participating Visa ATM's and financial institution outlets around the world.



- The card can be used to make purchases online at merchants who accept Visa Prepaid Cards for electronic transactions.
- The card is reloadable, which means that you can add extra funds to it.
- The card accesses only the value that you have loaded to the Card. It is not a credit Card.

Significant Risks

The significant risks associated with the Product include:

- Unauthorised transactions can happen using a card if it is lost or stolen, a personal identification number (PIN) is revealed to an unauthorised person, as a result of fraud or if you breach the terms and conditions of the product outlined in this PDS.
- Unintended transactions can happen if electronic equipment with which a Card is being used is operated incorrectly or incorrect details are input.
- You might not be able to get your money back if unauthorised or unintended transactions occur.
- 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.
- The card could be lost, destroyed or stolen.
- If you have had a credit or debit transaction in the 60 days prior to expiry you will be offered a new Card. The remaining balance at that time will be transferred to a new Card. On the expiry of the Card, any balance not transferred to a new Card will be forfeited.

Other Important Information

There are some other important things that you need to be aware of about the Product:

- It does not generate any interest or other return to the holder. In other words, you do not earn interest on the value loaded to the Product.
- Although Heritage is an authorised deposit-taking institution carrying on banking business in Australia, the acquisition of, or value loaded to, the Product does not represent a deposit with, or investment in, Heritage.
- You do not become a depositor with Heritage by holding the Product. If you have another deposit account with Heritage, the funds credited to your Cards are not counted in working out how much money you might have on deposit with Heritage for any purpose.

Queries and Complaints

- If you have a query or complaint about the Card, you should initially direct your enquiry to "Contact Us" from the website or by calling Customer Assistance.
- If you have a complaint relating to the Product, you should contact OXYGEN. OXYGEN will handle all complaints that are referred to it according to their internal dispute resolution procedure.
- OXYGEN's dispute resolution procedure requires that they seek to resolve your complaint within 21 days, although it is not always possible to do so.
- If OXYGEN is unable to resolve your complaint to your satisfaction within 45 days, you may be eligible to escalate the complaint to the Issuer's external dispute resolution service. The period of 45 days may be extended in exceptional circumstances or where the Issuer decides to resolve the complaint under the rules of the Visa scheme.

Both OXYGEN and Heritage are members of the Australian Financial Complaints Authority (AFCA) whose contact details are below:

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

Phone: 1800 931 678

Web: www.afca.org.au

Email: info@afca.org.au



Transaction Disputes

Where your card is used for Unauthorised Transactions, we will seek to reverse the transaction if we can under the Visa Card Scheme Operating Rules. However our ability to process a transaction dispute is restricted by time limits imposed under these rules. For this reason, you should notify us immediately and certainly no later than 75 days after the transaction date. It is your responsibility to regularly review your online transaction history to identify Unauthorised Transactions. Under the conditions of use, we may not be responsible for any loss to you if you do not dispute an Unauthorised Transaction within an applicable time limit.

TERMS AND CONDITIONS

1. Definitions

- **"Activate"** – means you going to the Website or telephoning the Customer Assistance Number and following the instructions given which enable the Card to be used for transactions.
- **"ATM"** – means an automated teller machine that accepts Visa Prepaid Cards for cash withdrawals.
- **"Available Balance"** – means the monetary value recorded by us as loaded for transactions using the Card, as denominated in Australian dollars, less any purchases, authorisations, cash withdrawals, fees and charges and other amounts debited under these conditions of use.
- **"Card"** – means the VascoPay Visa Prepaid Card, carrying your name as Cardholder, issued under the Product Terms and Conditions.
- **"Customer Assistance"** – means 1300 857 966 and any additional or replacement phone number or numbers we notify to you as customer assistance numbers for the purposes of these Terms and Conditions from time to time.
- **"Distributor"** – means Oxygen Global
- **"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"** – an electronic voucher loaded to your card that can be used for purchasing as outlined in the Coupon or Promotion Terms and Conditions
- **"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 the Card.
- **"Issuer"** – means Heritage Bank Limited ABN 32 087 652 024. AFSL 240984 Australian Credit License 240984.



- **"IVR Number"** – means 1300 857 966 and any additional or replacement phone numbers or numbers we notify to you as IVR (interactive voice response) numbers for the purposes of these Terms and Conditions from time to time.
- **"Negative Balance"** – means a negative balance arising because the debits using the Card exceed the Available Balance for the Card.
- **"Notice"** – means the notice period and form described in clause 16.
- **"Pass Code"** – means a password or code that you must keep secret, that we may be required to authenticate your identity or a transaction. Examples include your Card PIN and the 'memorable word' and 'access code' required to allow online access to your Card details.
- **"PIN"** – means a Card's personal identification number.
- **"Participating Retailers"** – those retailers that are registered with the Promotor to provide a reward when the Card is used in their store.
- **"Product Terms and Conditions"** – means the terms and conditions applying as an agreement between the Issuer and the promoter relating to the Card.
- **"Promoter"** – means Vasco Pay Pty Ltd ABN 17 609 831 049
- **"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, but does not include any transaction carried out by you or by anyone performing the transaction with your knowledge and consent.
- **"we/us/our"** – means the Issuer and its agents.
- **"Website"** – means the website on the Card or as specified in the Introductory Package 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 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 Australian 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 Card before it is used.



- All transactions using the Card (whether by you or someone else) are your responsibility.
- By agreeing to these Terms and Conditions you agree that you:
 - Are financially responsible for all uses of the Card;
 - Acknowledge that you have been given a copy of the Product Disclosure Statement (PDS) in which these Terms and Conditions are included; and
 - Acknowledge and agree to the information and disclosures contained in the PDS.
- You acknowledge and agree to the disclosures and other information contained in the PDS in which these Terms and Conditions are printed. Those disclosures and information form part of the agreement between you and the Issuer except to the extent that these Terms and Conditions provide otherwise or qualify the disclosures and information.
- 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.
- If you are an individual or small business (as defined in the Customer Owned Banking Code of Practice) we are bound by the Customer Owned Banking Code of Practice when we provide the product and services to you.
- 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 a Visa Prepaid Card and value must be loaded to the Card before the Card is used.
- The Card is reloadable. You can load value to the Card in accordance with these Terms and Conditions.
- The Card allows cash withdrawals at ATM's and purchases to be made wherever Visa Prepaid Cards are honoured if a sufficient Available Balance exists for the amount of the transaction.
- The Card is not a credit card.
- The Card remains the property of the Issuer and you must surrender the Card to the Issuer if we ask for it to be surrendered.

4. Activating and Using the Card

- You will need to activate the Card before using it. You can do this at the Website or by phoning the IVR Number.
- You will need to load value to the Card prior to Use.
- The Card can be used anywhere Visa Prepaid Cards are accepted to pay for goods and services, including online purchase transactions (excluding online gambling merchants). Some merchants in Australia may choose not to accept Visa Prepaid Cards.
- If there is an insufficient Available Balance on your Card to pay for a transaction the Card may be declined or the retailer may allow you to pay the balance by some other means.
- 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 subject to the Available Balance on the Card and the limits specified in section 10 of this PDS.
- 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 Cardholder Assistance through the Website. 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.
- The Card may be used at ATMs that accept Visa Prepaid Cards. ATM transaction fees and charges may apply. 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.
- When using the card in-store or at ATMs, select the "Credit" button then enter your PIN.
- When using your card online, or over the phone, use the card number, expiry date and CVV (last 3 digits on the signature panel).
- 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 using the Card.

5. Obtaining the Card

- You can obtain a Card by completing the application process at the Website.
- You will need to make a payment of the Card Standard Purchase Fee when you purchase or apply for the Card.
- We will ask you for some personal information to enable us to send you the Card.
- Once you have successfully applied for a Card, you will be sent a Standard Card. The maximum balance at any time on this Card is \$1000.
- If you want to load a higher value on your Card then you can apply for the 'Upgraded Card' at the Website. You will be required to provide further documentation and have your identity verified [via the website] or [if this is not possible, by sending appropriate documentation to OXYGEN to confirm your identity].
- Once you obtain the Card, you need to follow the steps outlined on the Website or in your Cardholder User Guide that you receive with the Card, to Activate and Load the Card.



6. Loading of Value

- Value can be loaded to your Card only as specifically provided in these Terms and Conditions. The Card is not a facility by which the Issuer takes other deposits from you.
- You can load value to your Card using a direct credit facility (commonly described on internet banking sites as a "Pay Anyone" facility) provided by your bank or other financial institution. Before using the direct credit facility, you will need to follow the steps at the website to the Set Up Direct Entry link under Quick Links at which point you will be advised of a BSB number and your unique card ID number. You must enter this BSB number and your unique card ID number when loading value using the direct credit facility.
- You may not use your direct credit BSB and card number for direct debit payments. Any direct debit transaction attempted on your Card will be declined without payment being made to the processing merchant.
- You cannot load value directly to your Card using a credit card.
- Value loaded to your Card will become available for use by you up to 72 hours from the time the direct credit instruction is processed.
- If funds are loaded incorrectly by you a fee will be applied to process the reversal or attempted recovery of funds.
- The maximum value that can be loaded onto your Card at any one time cannot exceed the maximum single load limit specified in section 9.

7. Fees and Charges

- You agree to pay us the fees and charges provided in these Terms and Conditions. Whenever any of the fees and charges provided in the Product Terms and Conditions are 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 | |
| Balance Enquiry | FREE |
| Card Activation | FREE |
| Transaction Fee whenever you use your Card for the purchase of goods or services | FREE |
| Transaction History | FREE |
| Loading Funds to your Card | FREE |
| INTERACTIVE VOICE RESPONSE (IVR) | |
| Automated telephone enquiry (Activation, Balance, Change PIN, Transaction History) | \$1.20 |
| Live operator telephone enquiry. | |
| 1300 857 966 after business hours for lost or stolen cards | \$3.99 |
| (During business hours you can call us on 02 9158 6047 or email us at help@vascopay.com) | |



| | |
|--|---|
| <i>This fee will not be charged in circumstances where the telephone call to customer support relates to a complaint (including Card dispute and unauthorised transaction queries)</i> | |
| AUTOMATIC TELLER MACHINE (ATM) | |
| Domestic ATM Usage | ATM operator fees vary |
| ATM withdrawal | \$0.75 |
| ATM withdrawal (outside Australia) | \$2.50 |
| ATM Balance Enquiry | FREE |
| OTHER FEES | |
| Standard Card Purchase Price (Currently Waived) | \$10.00 |
| Monthly Membership Fee (Currently Waived) | \$3.00 |
| Premium Card – Cost to administer KYC verification | \$3.95 |
| Lost or Stolen Card replacement | \$10.00 |
| Card to Card Transfer | \$1.00 |
| Chargebacks | \$10.00 |
| Failed Funds Load: If funds are loaded incorrectly this fee applies to process the reversal or attempted recovery of funds. | \$5.50 |
| Foreign Exchange: If Card is used for purchases with any merchant outside of Australia or withdrawals in any currency other than Australian dollars. See example below | 3.5% of the AUD amount of the transaction will be charged |
| Card Expiry Fee: The Available Balance on the Card at the time of 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:

- 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 $\$200.00 \times \$1.34 = \$268.00$.

The foreign exchange fee is therefore $3.5\% \times \$268.00 = \9.38

EXAMPLE OF FEE CHARGED ON EXPIRY OF CARDS

Suppose:



- There have been no transactions on the Card within 60 days prior to expiry 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.

8. 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 15% 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.

9. Periodic Transaction Limits

- Periodic transaction limits apply to the Card. These limits are in Australian dollars and are as follows:

| Descriptor | Standard Card | Upgraded Card |
|---|------------------|-------------------|
| Max Card Balance (At any time) | \$999.99 | \$15,000 |
| Max Card Load (Card Life) | \$50,000 | \$150,000 |
| ATM Withdrawal Limit* | \$250 (per week) | \$1,000 (per day) |
| Max Purchase Transaction Limit (24 hour period) | \$999.99 | \$10,000 |

* or any withdrawal limit set by the individual ATM operator

10. PIN

- The PIN for the Card will be advised at the time of Activation of the Card.
- You may change the PIN, either online at the Website or by phoning Customer Assistance. Charges apply when changing a PIN via phone (see clause 8).
- If you forget the PIN, you will need to phone Customer Assistance. Charges apply (see clause 8).
- Should an incorrect PIN be entered three times when a transaction is attempted using the Card, the Card will be suspended for 24 hours.
- 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 will need to contact Customer Assistance and arrange to be issued with a new Card. Fees and charges apply (see clause 8).



TIPS ABOUT PIN SELECTION AND SECURITY

- When selecting a PIN, select and memorise one that other people won't be able to guess. Avoid 'trivial' PINs like '1234', your postcode or your date of birth.
- Do not record a PIN in reverse order, or disguised 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 (e.g. 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 at 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 dealt with elsewhere.

11. 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.
- 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 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 are liable under these Terms and Conditions) or other amounts that we are entitled to debit against the Available Balance, together with the fee relating to the reissue of the Card, have been deducted.
- You must ensure that the Card and PIN are kept 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.

12. Liability for Unauthorised Transactions

Available Balance

- 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:
 - 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;
 - a Card, Identifier or Pass Code which is forged, faulty, expired or cancelled;
 - a transaction that occurred before you received the Card and/or Pass Code (including a reissued Card and/or Pass Code)
 - a transaction being incorrectly debited more than once to the same Card;
 - an Unauthorised Transaction performed after notification to us that your Card has been misused, lost or stolen, or that the security of the relevant Pass Code has been breached; or
 - a transaction made using an Identifier without a Card or Pass Code.
- Where we can prove on the balance of probability that you contributed to the losses resulting from Unauthorised Transactions:
 - through your fraud; or
 - 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 Pass Code or Card or a breach of the Security Requirements.
- However, you will not be liable for any loss on any day, or in any period, exceeding any applicable transaction limit for that day or period and you will not be liable for loss in excess of the Available Balance.
- If you leave your Card in an ATM, you will be liable for all losses arising from Unauthorised Transactions in relation to your Card as long as the ATM incorporates reasonable safety standards that lessen the risk of your Card being left in the ATM (e.g. ATMs that capture cards that aren't removed or which require a user to swipe and then remove a card before commencing the transaction).
- 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 Pass Code, the amount of your liability is limited to the least of:
 - AU\$150
 - the Available Balance
 - the actual loss at the time we are notified that the security of the Pass Code 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).
- For Card transactions that don't need a Pass Code, 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. Transaction history

- Your Card balance and transaction history are available at the Website at no charge. The card balance can also be obtained by calling Customer Assistance (call fees and other fees apply – see clause 8).
- 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.
- It is your responsibility to regularly review your transaction history to identify Unauthorised Transactions.

14. 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, if there have been no transactions in the past 60 days, we will charge a fee equal to the Available Balance, reducing its Available Balance to zero (see clause 8). We will not give you any notice before this happens.
- If you request a new card, prior to expiry the remaining balance at that time will be transferred to this new Card.

15. Card revocation and cancellation

- We may revoke the Card at any time without cause or notice. If we 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.
- You may ask for the Card to be cancelled at any time. If you ask for the Card to be cancelled and we or our agent ask you to, you must surrender or destroy the cancelled Card and you must not use the cancelled Card.
- On the revocation or cancellation of the Card, we will pay the Available Balance to you when:
 - We are satisfied that there are no un-cancelled or unexpired authorisations or approvals on the Card.
 - We are satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Available Balance.
 - If we require it, we have received the surrendered or cancelled Card from you.
 - You give us instructions, on any form we require, for the payment of the Available Balance

16. Liabilities and disclaimers

- We are not liable :
 - if, through no fault of our own, the Available Balance is not enough 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; or
- for anything specifically excluded or limited elsewhere in these conditions of use
- However, your liability for Unauthorised Transactions will be determined according to the ePayments Code.
- Our liability in any event (other than in relation to Unauthorised Transactions) shall not exceed the amount of the Available 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 conditions of use 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
 - the payment of the cost of having the services supplied again
- The Issuer and OXYGEN:
 - are 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 conditions of use does not mean a waiver of them.

17. Foreign transactions

- The Available Balance is in Australian dollars.
- Transactions made in a currency other than Australian dollars will be subject to the prevailing Visa exchange rate at the time plus a 3.5% foreign exchange fee (see clause 8).

18. Privacy and information collection

- OXYGEN and the Issuer, (in this clause, referred to as "we"), collect your personal information so that we can establish and administer the Card provided to you. We may also use your personal information to tell you about products and services offered by us or our affiliate companies and to conduct customer satisfaction surveys to improve our products and services.
- The Issuer is also required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 to collect personal information to identify you and verify your identity.
- Without your 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 in the normal operations of our business, for example with our corporate partners and affiliates, related companies and agents, government agencies, service providers (such as auditors, IT support and mailing houses) and providers of services which protect against potential fraud and other crimes. If you owe us money, we may also exchange your information with entities such as lawyers and debt collectors.
- We may also disclose your personal information overseas to countries including New Zealand, Singapore, India, China, Pakistan, the UK, France and the US.
- By purchasing the Card you consent to us collecting, using and disclosing your personal information under these terms and conditions in the manner described above.



- Our Privacy Policies set out how you can access and correct information we hold about you, how you can complain about a breach by us of your privacy rights and how your complaint will be handled. Our Privacy Policies are available at:
 - Issuer: www.heritage.com.au
 - Distributor: www.Oxygen-global.com
- You may contact the Issuer's Privacy Officer in relation to your personal information (or to opt out of marketing) on 131422 or feedback@heritage.com.au
- You may contact the Distributor's Admin Team in relation to your personal information by emailing your query to cardsupport@Oxygen-global.com

19. Communications

- You agree that we may give written notices or other communications to you under or in connection with these conditions of use 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
 - If the notice or communication is not personal to you – by publishing it on the Website
- 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
 - 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
 - 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
 - Electronically – you are taken to have received it on the day it is transmitted
- In addition to the ways set out in these conditions of use, 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 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 when purchasing the Card or during registration or any changes made to this information
 - 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.
- The Issuer and the Distributor accept no responsibility or liability for late, lost or misdirected SMS messages or 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.

20. Changes to these Terms and Conditions

- We may change these Terms and Conditions at any time. A change may:
 - Change the fees payable under these Terms and Conditions or bring in new fees
 - Bring in new Terms and Conditions
 - Alter these Terms and Conditions in some other way
- We will notify you in advance of most changes on the Website, 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
 - Placing it on the Website
 - Letter or circular
 - 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.
 - Subject to doing that, it will be good enough if the notification or announcement explains the substantial effect of the change

21. Parties

- The Issuer has the right to transfer the agreement between you and the Issuer, governed by these Terms and Conditions, at any time.
- If the Issuer does this, the party to which the agreement is transferred assumes all 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 the Issuer's rights.

22. The Website & Systems

- Although considerable effort is always expended to make the Website and any other operating communication channels available, no warranty is given that these channels will be available and error free every minute of every day.
- You are not liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with your instructions. However, if you 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.
- Otherwise, you agree that neither the Issuer nor the Distributor 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 website other than content relating specifically to you, the available balance or the Card.

23. 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.