



## **Emerchants Reloadable Visa Prepaid Card** Product Disclosure Statement Part A

The Product Disclosure Statement for the Emerchants Reloadable Visa Prepaid Card consists of two parts:

Part A – General Information and Terms and Conditions (This document); and

Part B – Fee and Charges (PIN Mailer)  
You must read Part A and Part B of the Product Disclosure Statement together

**Dated 22 January 2016**

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# Section A General Information

## 1. Introduction

### About this Product Disclosure Statement

This document forms part of the Product Disclosure Statement (“PDS”) for the Emerchants Reloadable Visa Prepaid Card (the “Card”). The PDS for the Card is comprised of this document and a separate covering letter (the “PIN Mailer”) that contains important information regarding the Card, including the fees and other costs that apply to the Card.

This Product Disclosure Statement is issued by Heritage Bank Limited ABN 32 087 652 024 AFSL 240984 Australian Credit Licence 240984 (“Heritage”/ “We”) as a requirement 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 Emerchants Reloadable Visa Prepaid Card.

Your contract with us for the Card is comprised of this PDS document and the PIN Mailer that contains important information regarding the Card.

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

## 2. Electronic Statements

By successfully applying for and using the Card, you acknowledge that we do not provide and you will not receive paper statements. Electronic statements showing the Card’s transactions and Available Balance are available for viewing and printing from the Website shown on the PIN Mailer (refer Part B - Fees and Charges).

Please contact Emerchants on 1300 739 889 if you require any assistance accessing electronic statements.

## 3. Changes to this PDS

The information in this PDS is subject to change from time to time and is correct and current as at the date stated on the front cover. Where the new information is materially adverse information the issuer will either issue a new PDS or a supplementary PDS setting out the updated information. Where the new information is not materially adverse information we will not issue a new PDS or supplementary PDS to you, but you will be able to find the updated information via the internet at [www.emerchants.com.au](http://www.emerchants.com.au). Alternatively you may request a paper copy of this information free of charge from Emerchants by phoning 1300 739 889.

## 4. General Product Description

The Card is a Reloadable 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 Cards are 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.

## 5. Card Distributor

Emerchants Payment Solutions Limited ABN 30 131 436 532 (“Emerchants”) is the distributor of the Card. Emerchants is the holder of Australian Financial Services Licence number 404131.

Emerchants can be contacted via:

**Mail:** Level 2, 26 Commercial Road Newstead QLD 4006

**Phone:** 1300 739 889

**Email:** support@emerchants.com.au

**Internet:** www.emerchants.com.au

## 6. 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 Card you will have a contract with Heritage.

Heritage is an authorised deposit-taking institution and the holder of Australian Financial Services Licence No. 240984 authorising it to provide financial product advice for, and deal in, certain products including the Card.

Heritage can be contacted via:

**Mail:** PO Box 190, Toowoomba QLD 4350 Australia

**Phone:** 13 14 22

## 7. Roles of the Card Distributor and Issuer

Emerchants is responsible for the distribution of the Card under an arrangement with Heritage and is also responsible for providing various Cardholder services. Emerchants provides customer service support for Cardholders, including the online and telephone systems to allow Cardholders to check their balances and transaction history.

Heritage is a member of Visa and is responsible for the settlement of transactions using the Card, but may outsource these functions to other service providers.

Neither Emerchants, nor anyone else acting on its behalf, has the authority on behalf of Heritage to:

- Tell you anything about the Card 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 Card; and
- Do anything else on Heritage's behalf, other than marketing, arranging for the issue of and providing customer services for the Card.

Any financial product advice provided to you by Emerchants is provided by Emerchants on its own behalf.

## 8. Significant Benefits to Cardholders

The significant benefits of the Card are as follows:

- The Card is a Reloadable Visa Prepaid Card which means that it can be used to pay for goods and services from merchants in Australia and around the world who accept Visa Prepaid Cards including online purchase transactions (excluding gambling merchants);
- The Card can be used to withdraw cash at participating ATM's who accept Visa Prepaid Cards around the world;
- The Card can be used to make purchases online at merchants who accept Visa Prepaid Cards for electronic transactions (excluding gambling merchants);
- The Card is reloadable, which means that you can load Value to it as many times as you like during its currency and within applicable limits; and
- You can access only the Value that you have loaded to the Card. It is not a credit Card.

## 9. Significant Risks to Cardholders

Some of the risks that may be associated with the use of the Card are outlined below. The risks described are intended to be a summary of the major risks associated with the Card and are not exhaustive. There may be other risks that relate to the use of your Card.

Significant risks to Cardholders are:

- The Card will expire at the date shown on the front of the Card. You cannot access any Value loaded on the expired Card;
- Unauthorised transactions can happen using the Card if it is lost or stolen, a personal identification number ("PIN") is revealed to any other person, or as a result of fraud;
- Unintended transactions can happen if electronic equipment with which the Card is being used is operated incorrectly or incorrect details are input;
- You might not be able to get your money back if unauthorised or unintended transactions occur;
- 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; and
- The Card could be lost, destroyed or stolen.

## 10. Other Important Information

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

- 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 Card.
- Although Heritage is an authorised deposit-taking institution carrying on banking business in Australia, the acquisition of, or Value loaded to, the Card does not represent a deposit with or investment in Heritage.
- You do not become a depositor with Heritage by holding the Card. If you have another deposit account with Heritage, the funds credited to the Card are not counted in working out how much money you may have on deposit with Heritage for any purpose.
- Value loaded on the Card will usually become available for use by you immediately for transactions carried out in store and within 2 business days (depending on your financial institution) for transactions carried out via Direct Credit (e.g. online from your bank account using a "Pay Anyone" instruction). A longer period may apply in some circumstances, such as if there is a delay in your financial institution processing a transaction.

## 11. Problems or Disputes

If you have a query about the Card, you should initially direct the query to Emerchants. When you provide feedback to us, we have the opportunity to improve our services to you.

You can contact Emerchants during business hours from anywhere in Australia by:

**Phone:** 1300 739 889

**Email:** support@emerchants.com.au

**Fax:** +61 7 3607 0111

**Mail:** Level 2, 26 Commercial Rd Newstead QLD 4006

Where your Card is used for Unauthorised Transactions, we will seek to reverse the transaction if we can under the Visa Scheme Rules. However, the Visa Scheme Rules only give us the ability if you notify us of the transaction within the relevant time period (i.e. 45 days). It is your responsibility to regularly review your online transaction history to identify Unauthorised Transactions. Under these Terms and Conditions, we may not be responsible for any loss to you if you do not dispute an Unauthorised Transaction within an applicable time limit.

If we are unable to resolve your complaint to your satisfaction within 45 days, you may be eligible to escalate the complaint to Heritage's external dispute resolution service. The external dispute resolution service is:

Financial Ombudsman Service Limited ABN 67 131 124 448 at:

**Mail:** GPO Box 3, Melbourne VIC 3001; Phone: 1300 78 08 08;

**Fax:** (03) 9613 6399; or

**Email:** info@fos.org.au

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

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

**Phone:** 13 14 22 (from within Australia) or +61 7 4694 9000 (from outside Australia) Fax: 07 4694 9782 (from within Australia) or +61 7 4694 9782 (from outside Australia).

## 12. BPAY

**IMPORTANT:** These Terms and Conditions will govern your access to BPAY.

It is therefore important that you read these Terms and Conditions carefully before you use BPAY. If you access BPAY then you will be taken to have read, understood and accepted these Terms and Conditions. Upon such use, these Terms and Conditions apply to every BPAY Payment on your Account and you will be legally bound by them.

### 12.1 What is BPAY?

We are a member of the BPAY scheme, which is an electronic payments scheme through which you can instruct us to make payments on your behalf to organisations (Billers) who tell you that you can make payments (BPAY payments) to them through the BPAY Scheme.

### 12.2 When can you make BPAY payments?

You can make BPAY payments from your Account if:

- BPAY is an available transaction method for your account; and
- You have sufficient funds in your Account to cover the amount of the BPAY payment. If your Account does not have enough clear funds to cover the amount of the BPAY payment, the payment will be declined.

### 12.3 How to initiate a BPAY payment

To initiate a BPAY Payment, you need to give us recognised instructions. You can do this through your Account.

You acknowledge that we are not obliged to effect a BPAY Payment if you do not give us all of the above information or if any of the information you give us is inaccurate.

We will treat your instructions to make a BPAY Payment as valid if, when you give it to us you comply with our prescribed security procedures when you initiate a BPAY Payment through your Account.

When you tell us to make a BPAY payment, you must give us the following information:

- The Biller Code;
- Your Biller Reference;
- The amount of the bill; and
- The bill due date.

We will then debit your Account with the amount of that BPAY.

### 12.4 BPAY payments

We will not accept a delay to stop a BPAY payment once you have completed the transaction.

You must be careful to enter the correct amount you wish to pay.

If you instruct us to make a BPAY Payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount actually paid to a Biller and the amount you needed to pay.

You should notify us immediately if you become aware that you may have made a mistake (except when you make an underpayment) when instructing us to make a BPAY Payment, or if you did not authorise a BPAY Payment that has been made from your Account. These Terms and Conditions describe when and how we will arrange for such a BPAY Payment (other than in relation to an underpayment) to be refunded to you.

Billers have agreed that a BPAY payment you make will be treated as received by the Biller it is going to, according to the following table.

Circumstances of BPAY Payment	When it is treated as received by the biller
You instruct us to make to BPAY payment before 5pm Australian Eastern Standard Time On a Banking Business Day	On that Banking Business Day
You instruct us to make the BPAY payment after 5pm Australian Eastern Time on a Banking Business Day	On the next Banking Business Day
You instruct us to make the BPAY payment on a day that is not a Banking Business Day	On the next Banking Business Day

However, a delay in processing a BPAY payment may occur if:

- There is a public or bank holiday on the day after you make the BPAY payment;
- You tell us to make a BPAY Payment either on a day which is not a Banking Business Day or after the Payment Cut-off Time on a Banking Business Day; or
- Another financial institution or a biller participating in the BPAY scheme does not meet its obligations under the BPAY scheme;

Such a delay should not continue for more than one Banking Business Day but could continue for longer.

If we are advised that your payment cannot be processed by a Biller, we will:

- Advise you of that; and
- Credit your Account with the amount of the BPAY payment; and
- Take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.

## 12.5 Problems with BPAY payments

We will try to make sure that your BPAY Payments are processed promptly by the participants in the BPAY Scheme, including those Billers to whom your BPAY Payments are to be made. You must promptly tell us if:

- You become aware of any delays or mistakes in processing your BPAY payments;
- If you did not authorise a BPAY payment that has been made from your account; or
- If you think that you have been fraudulently induced to make a BPAY Payment.

The longer the delay between the dates of your BPAY payment and when you tell us of the problem, the more difficult it may be for us to help rectify the problem. For example, we or the Biller may not have the necessary records or information for us to investigate the problem. If that is the case, you may need to demonstrate that the problem has occurred, based on your own records, or you may need to deal directly with the Biller.

We will attempt to rectify any such matters in relation to your BPAY Payments in the way described in these Terms and Conditions, however, we will not be responsible if you make an error when providing information to identify the biller, amount or any other details regarding a BPAY Payment.

You acknowledge that the receipt by a Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any debt you owe to the Biller

## 12.6 What we will do about certain BPAY problems?

### Mistaken payment

If a BPAY Payment is made to a person or for an amount, which is not in accordance

with your instructions (if any), and your Account was debited for the amount of that payment, we will credit that amount to your Account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Banking Business Days of us attempting to do so, you must pay us that amount.

### **Unauthorised payments**

If a BPAY Payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your Account with the amount of that unauthorised payment.

However, you must pay us the amount of that unauthorised payment if:

- We cannot recover within 20 Banking Business Days of us attempting to do so that amount from the person who received it; and
- The payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions.

If we are able to recover part of the amount of that payment from the person who received it, you must only pay us the amount of that payment that we are not able to recover.

### **Fraudulent payments**

If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment.

However, if that person does not refund you the whole amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment that is not refunded to you by the person that induced the fraud.

If you tell us that a BPAY payment from your Account was unauthorised or occurred as a result of fraud or mistake, you must give us your written consent addressed to the Biller who received that BPAY Payment which details:

- Your consent to us obtaining information from the Biller about you, your account with the Biller and the BPAY payment; and
- Your customer reference number with the Biller; and
- Any other information we reasonably require in order to investigate the problem.

If you do not give us that consent, the Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.

Except where a BPAY payment is a mistaken payment, an unauthorised payment or a fraudulent payment, BPAY Payments are irrevocable.

No refunds will be provided through the BPAY scheme where you have a dispute with the Biller about any goods or services you may have agreed to acquire from the Biller. Such a dispute must be resolved with the Biller.

If you are liable for an unauthorised or fraudulent payment made on or after 1 April 2002 and the ePayment Code applies, then your liability is limited to the lesser of:

- a) The amount of that unauthorised or fraudulent payment; or
- b) The limit (if any) of your liability set out in our terms and conditions for the applicable product or service.

If (b) applies, we will be liable to you for the different between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.

### **12.7 Indemnity**

You indemnify us against any loss or damage or action of any kind brought against us arising directly or indirectly because you acted negligently or fraudulently in connection with this agreement.



## **12.8 Consequential damage**

This section does not apply to the extent that it is inconsistent with or contrary to any applicable law or codes of practice to which we have subscribed. If those laws of that code would make this clause illegal, void or unenforceable or impose an obligation or liability which is prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code, if necessary, omitted.

We are not liable for any consequential loss or damage you suffer as a result of using the BPAY scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

## **12.9 Cancellation or suspension regarding the BPAY scheme**

We will tell you if we are no longer a member of the BPAY scheme.

We may suspend your right to participate in the BPAY scheme at any time if you or someone on your behalf is suspected of acting fraudulently or if we think your continued use of the BPAY scheme is likely to cause loss to you or us. We do not have to give you notice before suspending your right to participate in the BPAY scheme and nor will we be responsible for any losses because we suspend your right or do not do so even though we could have.

## **12.10 Privacy**

If you use the BPAY scheme or initiate a BPAY payment, you agree that we can disclose information to:

- Other Billers;
- BPAY Pty Ltd (which administers the BPAY scheme); and
- Cardlink Services (which provides the electronic systems used in operating the BPAY scheme) and their agents; and

If you do not agree to this disclosure, it will not be possible for you to make BPAY payments or use the BPAY scheme.

The information that we can disclose is:

- Whatever personal information about you (such as your name, email address and the fact that you are a BPAY customer of ours) needs to be disclosed so you can use the BPAY scheme; and
- Whatever transactional information is necessary to process your BPAY payments and your use of the BPAY scheme; and
- Updated information if any of the information we have previously disclosed about you changes.

Your BPAY payments information will be disclosed by BPAY Pty Ltd through its agent, to the Biller's financial institution.

You can request access to your personal information held by BPAY Pty Ltd by contacting their Privacy Officer by phone on 02 8252 0500 or email at [info@bpay.com.au](mailto:info@bpay.com.au).

You must notify us, if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY scheme referred to above, as necessary.

## **12.11 Changes to terms**

We can change these terms at any time in the circumstances set out below by giving you notice in accordance with applicable legislative requirements or, if there are no applicable legislative requirements, in advance of the date the change takes effect.

The circumstances in which we may change these terms are:

- to comply with changes in the law;
- because of changes in the operation of BPAY;
- because of changes in our systems; or
- for security reasons.

We will tell you about any changes by publishing these on your Account homepage. As a result of any change we may make, or for any other reason, you may, choose to no longer use BPAY.

## Section B Terms and Conditions

### 13. Terms and Conditions

#### 13.1 Definitions

**Acquirer** means the Bank that provides the ATM terminal.

**ASIC** Australian Securities & Investments Commission

**ATM** Automated Teller Machine

**Available Balance** The positive Value recorded by Emerchants as remaining available to you for transactions under your Card facility less any unsettled transactions.

**BPAY** Means BPAY Pty Limited – the BPAY® electronic payment service.

**Business Day** means any weekday when Emerchants is open for business in any State or territory of Australia. If Emerchants is closed in all States and Territories then that day will not be a business day.

**Card** Means the Emerchants Reloadable Visa Prepaid Card

**Card Expiry Date** The expiry date printed on the Card.

**Card Statement** A statement of transactions completed with your prepaid Card.

**eftpos/POS** means electronic funds transfer at point of sale.

**ePayments Code** refers to the amended code formerly known as the Electronic Funds Transfer Code of Conduct issued by the Australian Securities & Investments Commission on 1st April 2001, as amended on 20 March 2013, and includes any subsequent amendments or replacements that Heritage adopts.

**Electronic Communication** means a message which is sent to you and which you receive electronically, in a form that you can retain for later reference such as by printing or by storing for later display.

**Electronic Transaction** A transaction initiated (or apparently initiated) by your instruction to:

- Withdraw cash from an ATM in conjunction with the use of the Card and your PIN;
- Purchase goods and/or services at a Visa merchant using the Card and your PIN or signature;
- Make a payment to a Visa merchant using the internet or phone using your Card number and any associated Card verification code if required.

**Emerchants** means Emerchants Payment Solutions Limited ABN 30 131 436 532.

**Heritage** means Heritage Bank Limited ABN 32 087 652 024, AFSL 240984 Australian Credit Licence 240984. Participant member in the BPAY Scheme and sponsor of Emerchants as a Participant Institution Member (PIM) which enables Emerchants to participate as a Payer Institution in the BPAY Scheme and to settle BPAY transactions with BPAY Pty Ltd.

**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).

**Negative Balance** means a negative rather than positive Available Balance.

**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 PIN and any access code required to allow online access to your Card details.

**Payment Cut-Off Time** – with respect to a Banking Business Day, 5pm Australian Eastern Standard Time.

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

**PIN** The four digit personal identification number which we issue to you to access some of the Card services, including withdrawing cash from an ATM.

**PIN Mailer** Means the letter sent to each Card holder including the PIN, the Card and instructions on how to use the Card which is given at the same time as Part B – Fees and Charges is given to you.

**Product Disclosure Statement** This document (which is Part A of the Product Disclosure Statement) and the document headed “Part B – Fees and Charges”, which has been given to you at the same time as this document.

**Security Requirements** The Security Requirements described under clause 13.10 “Card Security”.

**Terms and Conditions** Section B of this document and the document headed “Part B – Fees and Charges”, which has been given to you at the same time as this document.

**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.

**Value** The total amount stored on your Card for use in electronic transactions.

**we, us, our** Means Heritage and, except where the context indicates a different intention, also includes any agent acting on behalf of Heritage, including Emerchants.

**Website** Means the secured web site for your Card shown on the Pin Mailer and any additional or replacement website we notify you as the website for the purposes of these Terms & Conditions from time to time.

**You** means a person who has been (or is to be) issued with a Card.

## 13.2 Overview

These Terms and Conditions govern the use of the Card. Please read them carefully and keep a copy for your records. By signing the back of the Card or using the Card, you agree to be bound by these Terms & Conditions. You also acknowledge and agree to the disclosures and other information contained in the Product Disclosure Statement. Those disclosures and information form part of the agreement between you and Emerchants except to the extent that these Terms and Conditions provide otherwise or qualify the disclosures and information.

### Important points to remember to safeguard your Card:

Sign your Card immediately when you receive it;

- Memorise your PIN and never store it with or near your Card;
- Never write your PIN on your Card;
- Never lend your Card to anyone;
- Never communicate your PIN;
- Try to prevent anyone else seeing you enter your PIN into an ATM or eftpos device (“i.e. an electronic banking terminal”);
- Never leave your Card unattended, e.g. in your car or at work;
- Immediately report the loss, theft or unauthorised use of your Card to Emerchants on 1300 739 889;
- Examine your account statement online to identify and report, as soon as possible, any instances of unauthorised use; and
- For security reasons, on the expiry date destroy your Card by cutting it diagonally in half.

## 13.3 The Card

Your Card may be branded with standard Emerchants' branding or the branding of a third party. Please note, the branding on your Card does not in any way affect the terms and conditions relating to the Card set out in this PDS or the additional important information contained in the PIN Mailer. The terms and conditions in this PDS and the information contained in the PIN Mailer apply to your Card regardless of how it is branded.

The Card is a Reloadable Visa Prepaid Card and value must be loaded to the Card before the Card can be 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 for electronic transactions if a sufficient Available Balance exists for the amount of the transaction.

The Card is not a credit Card.

The Card is not a facility by which the Issuer takes other deposits from you.

There is no interest payable to you on the credit balance on the Card.

The Card remains the property of the issuer and you must surrender the Card to us if we ask for it to be surrendered.

#### **13.4 Using the Card**

You must register as the Cardholder of your Card via the Website by following the prompts. Upon registration, your Card will be activated and ready for use.

The Card can be used anywhere Visa Prepaid Cards are accepted to pay for goods and services, including online purchase transactions (excluding gambling merchants). Some merchants may choose not to accept Visa Prepaid Cards.

When using your Card in person at a retailer select "Credit". You will need to enter your PIN to complete the transaction.

You agree not to make or attempt to make transactions that exceed the Available Balance.

If you make or attempt to make any transactions that exceed the Available Balance then you will be liable for any Negative Balance plus a fee charged by us (see Fees and Charges in this document), along with any costs or interest we incur in recovering or attempting to recover from you the amount owing.

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 occurring.

You can use the Card within the limits specified in clause 13.7 provided that you do not exceed the Available Balance and the expiry date for the Card has not passed.

Heritage or Emerchants 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 should contact Emerchants. 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 is expired or revoked before you have spent any value loaded to the Card resulting from a refund (whether or not the original transaction being refunded was made using the Card) then you will have no access to those funds.

We are not liable in any way when an 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 will 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 Available Balance has been exhausted or if there are insufficient funds for the payment of ATM fees and charges for a transaction in

addition to the amount of a withdrawal, the ATM transaction will be declined. See Section 13.6 'Fees and Charges' of these Conditions of Use.

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-authorised regular payments through the use of the Card.

### **13.5 Loading of Value**

Value can be loaded to your Card only as specifically provided in these Terms and Conditions.

Value can be loaded to your Card. You must enter the Biller Code and your 16 digit Card number located on the front of the Card.

You can also 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. You must enter the BSB number and your account details as provided to you with your Card.

You may not use your direct credit BSB and Account number for direct debit payments. Any direct debit transaction attempted on your Card will be declined without payment being made to the processing merchant.

Value can be loaded to your Card through a number of channels subject to the limits shown in Section 13.7. For example, via the "Pay Anyone" function using the internet banking service provided by your financial institution.

Value loaded by BPAY or by a direct credit facility will generally become available for use within 2 business days from the time the instruction is processed. A longer period may apply in circumstances beyond our control, such as if there is a delay in your financial institution processing a transaction.

### **13.6 Fees and Charges**

You agree to pay us the fees and charges provided in Part B of the Product Disclosure Statement which has been given to you at the same time as this document. Whenever any of those fees and charges is incurred, you authorise us to 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.

Certain merchants may charge an additional fee if the Card is used to purchase goods and/or services. This fee is determined and charged by the merchant and is not retained by us.

### **13.7 Limitations on Use of Card**

The following limitations apply to the Card:

- The Card may not be used for, and authorisation may be declined for, any illegal transactions.
- The Card may not be used for, and authorisation will be declined for transactions relating to any form of gambling or gambling services and the purchase of money orders.
- When using the Card with some merchants (e.g. rental cars & hotels) or for mail order purchases, Card "tolerance limits" may apply. This means 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 Card 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.
- Some retailers may choose not to accept Visa Prepaid Cards.

The following table illustrates the transaction and load limits applicable to the Card.

Load/transaction	Limit
<b>Point of Sale Limits</b>	
Maximum Point of Sale per transaction	\$2,500.00
Maximum Point and Sale and ATM Cash Withdrawal limit per day	\$5,000.00
Maximum number of transactions per day (including POS and ATM Transactions)	10
<b>ATM Withdrawal Limits</b>	
Daily ATM Cash Withdrawal Limit	\$2,500.00
Minimum ATM withdrawal amount per transaction	\$20.00
Maximum ATM Withdrawal Amount per transaction	\$2,000.00 (lower withdrawal limits may be set by the ATM operator)
Maximum number of ATM transactions per day	10
<b>Load and Account Limits</b>	
Maximum Card balance at any one time	\$25,000.00
Maximum Load to card per day	\$25,000.00
Maximum Load to card per transaction	\$5,000.00
Maximum number of loads to card per 24 hours	5
Total amount you may load during any 12 month period	\$50,000.00
<b>payWave Limits</b>	
PayWave Transaction Limit	\$100.00

### 13.8 Foreign Transactions

The available balance on your Card is in Australian dollars. Transactions made in a currency other than Australian dollars will be subject to the prevailing Acquirer exchange rate at the time plus a 2.99% foreign transaction fee. (For a full listing of fees and charges please see Part B of the Product Disclosure Statement (Pin Mailer) which has been given to you at the same time as your Card.).

### 13.9 payWave

Visa payWave gives you the ability to use your Card to make a Contactless Transaction for purchases up to \$100 at Contactless Terminal without having to sign or enter a PIN. You can use your Card with Visa payWave technology across various merchants in Australia. For transactions over \$100, additional authorisation is required via use of a PIN. This function is set in place for security reasons.

### 13.10 PIN Reveal

To retrieve your PIN go to <https://pin.emerchants.com.au>;

- You will be prompted to enter your 16 digit Personal Account Number (PAN) along with personal details to verify your identity;

- Following verification of your identity a security number will be sent to your email address as registered with the Card. The security number will be required to allow you to access your PIN; and
- If you have any technical difficulty retrieving your PIN please contact Emerchants on 1300 739 889.

### **13.11 PIN**

Your PIN has been provided to you on the PIN Mailer.

You cannot change your PIN.

If you forget or lose your PIN you have the ability to retrieve your PIN.

Should an incorrect PIN be entered three times when a transaction is attempted using the Card, the Card will be temporarily suspended for 24 hours. You can phone Emerchants on 1300 739 889 to have the Card unblocked immediately.

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 Emerchants on 1300 739 889 and arrange to be issued with a new Card.

You must not disclose your PIN to any other person.

### **13.12 Security**

You must make sure that you keep the Card, Identifiers and any PINs 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 or theft simultaneously with a device, unless you make a reasonable attempt to protect the security of the PIN; or
- voluntarily disclose the PIN to anyone, including a family member or friend.

### **13.13 Loss, Theft and Misuse of Cards**

If you know or have reason to suspect that the Card is lost or stolen or damaged, likely to be misused or you have reason to suspect that someone else may know the PIN or Identifiers, you must immediately notify Emerchants. We will then suspend the relevant Card to restrict further use.

You may be required to confirm details of the loss, theft or misuse in writing (and to provide particular information in the confirmation) and you must comply with that requirement.

If any lost Card is subsequently found it must not be used unless Emerchants confirms it may be used.

### **13.14 Liability for Unauthorised Transactions**

For as long as we remain a subscriber to the ePayments Code, your liability for losses arising from Unauthorised Transactions will be determined under the ePayments Code.

You will not be liable for losses resulting from Unauthorised Transactions where it is clear that you have not contributed to the loss.

You will not be liable for losses resulting from Unauthorised Transactions that are caused by:

- fraud or negligence by our employees or agent, a third party involved in networking arrangements, or a merchant or their employee or agent,
- a Card, Identifier or Pass Code which is forged, faulty, expired or cancelled,
- a transaction requiring the use of a Card and/or Pass Code that occurred before

you have received the Card and/or Pass Code (including a reissued Card and/or Pass Code),

- a transaction being incorrectly debited more than once to your Card,
- an unauthorised transaction performed after you have informed us that your Card has been misused, lost or stolen, or the security of a Pass Code has been breached.

You will not be liable when Unauthorised Transactions that can be made using the Card only or the Card with an Identifier (but no Pass Code). You will only be liable if you cause an unreasonable delay in reporting the loss or theft of the device.

You will be liable for losses resulting from Unauthorised Transactions where we can prove on the balance of probability that you contributed to the losses through:

- fraud;
- voluntarily disclosing the relevant PIN to anyone, including a family member or friend;
- writing the relevant PIN, or a disguised record of it, on the Card;
- keeping a record of the relevant PIN without making a reasonable attempt to disguise it or to prevent unauthorised access to it, in a way that it could be lost or stolen with the Card; or
- acting with extreme carelessness in failing to protect the security of the relevant PIN.

### **13.15 Transactions**

You acknowledge that you will not receive paper statements from us regarding the operation of your Card.

Your Card balance and transaction history will be made available, and can be accessed as instructed on the PIN Mailer at no charge, provided you have registered the Card (see "Using your Card").

If you notice any error (or possible error) in any transaction or statement relating to the Card, then you must notify Emerchants 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.

### **13.16 Card Expiry**

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

Your Card cannot be used after expiry. You cannot access any value loaded on the expired Card unless a replacement Card is issued to you.

Unless a replacement Card is issued to you (see next section), at the time of the expiry of the Card, an Expire Fee may be applied against any available balance on the Card until the amount of the available balance is zero. Unless you use or withdraw any available balance, the remaining available balance at the time of expiry will be reduced over time by the amount of the monthly Expire Fee and you will not be given any prior notice of this.

We may issue you with a replacement Card if requested by you at any time after expiry and provided you have registered your details with us, including your name and Australian address. We reserve the right not to issue a replacement Card to you, in which case we will return any available balance on your Card to you. A replacement Card fee may apply (see the fees and charges in Part B of this PDS).

### **13.17 Replacement Cards**

If your Card or Card details are misused, lost or stolen, you should notify Emerchants in accordance with clause 13.11 so that your Card can be cancelled.

You can request Emerchants to provide you with a replacement Card. A replacement Card fee may apply (see the fees and charges in Part B of this PDS).

A replacement Card will be arranged after you notify us that your Card or Card details



are misused, lost or stolen in accordance with clause 13.9 and the misused, lost or stolen Card has been blocked. You will need to register and activate the new Card in accordance with clause 13.4.

### **13.18 Card Revocation and Cancellation**

We may revoke the Card at any time without cause or notice. If we ask you to, you must surrender or destroy the revoked Card and you must not use the revoked Card. When you surrender the Card, 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 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 either of 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;
- we are satisfied the funds on your Card belong to you;
- if Emerchants require it, Emerchants have received the surrendered or cancelled Card from you; and
- you give Emerchants instructions, on any form Emerchants require, for the payment of the Available Balance.

### **13.19 Liabilities and Disclaimers**

We are not liable if:

- through no fault of their own, the Available Balance is not enough to cover a transaction;
- a terminal or system does not work properly;
- circumstances beyond Emerchants's control prevent a transaction, despite any reasonable precautions having been taken by us;
- any failure due to events outside our reasonable control;
- any industrial dispute;
- any ATM refusing to or being unable to accept the Card;
- the way in which any refusal to accept the Card is communicated;
- 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 Conditions of Use.

Our liability in any event (other than in relation to unauthorised transactions) shall not exceed the amount of the Available Balance.

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.

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.

We:

- do not make or give any express or implied warranty or representation in connection with the Card (including the Card type, quality or standard of fitness for any purpose); and
- 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 Terms and Conditions does not mean a waiver of them.

### **13.20 Privacy and Information Collection**

Emerchants and Heritage, (in this Privacy Statement 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.

Heritage 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 with providers of services which relate to anti-money laundering and counter terrorism financing and for the prevention of crime, legal compliance and detection of fraud. If you owe us money, we may also exchange your information with entities such as lawyers and debt collectors We also disclose your Personal Information overseas to countries including New Zealand, Singapore, India, China, 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 sets 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:

**Heritage:** [www.heritage.com.au](http://www.heritage.com.au)

**Emerchants:** [www.emerchants.com.au](http://www.emerchants.com.au)

You may contact Heritage’s Privacy Officer in relation to your Personal Information (or to opt out of marketing) on 13 14 22 or [feedback@heritage.com.au](mailto:feedback@heritage.com.au)

You may contact Emerchants’ Privacy Officer in relation to your Personal Information (or to opt out of marketing) on 1300 739 889 or [support@emerchants.com.au](mailto:support@emerchants.com.au).

### **13.21 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 email 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 or by posting it to the Website.

For the purpose of giving you information that we are required to provide under the ePayments Code. (This includes statements of Card funds. It does not, however, cover any information that we want to provide to you that is not required by the ePayments Code to be provided to you):

- we will only do so by electronic communication if you have made a specific positive election to accept electronic communications;
- you have the right to vary your nominated email address, mobile phone or fax number;
- you have the right to terminate your agreement to receive the information electronically (a fee for the provision of paper communications may apply. Please refer to the Part B - Fees and Charges); and
- if within 6 months after the electronic communication is given, you ask Emerchants for a paper copy of the information provided electronically, the paper copy will be provided to you.

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

- set out in the body of the email;
- included as an electronic document attached to the email; or
- made available at the Emerchants Website for retrieval by you.

In addition to the ways set out in these Terms and Conditions, we may give you a notice or other communication by using any method allowed or required by a law or the ePayments Code. If a law or the ePayments Code requires us to use a particular method, we will do so.

### **13.22 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 through 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 without prior notice.
- We can give advance notice of a change by:
  - publishing it in a notice or advertisement in a major daily newspaper distributed in Australia; or
  - placing it on their Website; or
  - letter or circular; or
  - using another method that the law or the ePayments Code allows or requires us to use.
- When we notify you of a change:

– we will comply with any applicable requirements under a law of the ePayments Code; and

subject to doing that, it will be good enough if the notification or announcement explains the substantial effect of the change.

### **13.23 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.

### **13.24 Governing Law**

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