

EML RELOADABLE VISA PREPAID CARD PRODUCT DISCLOSURE STATEMENT PART A

The Product Disclosure Statement for the EML 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 9 November 2023

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PART A GENERAL INFORMATION

1. ABOUT THIS PRODUCT DISCLOSURE STATEMENT

This document forms part of the Product Disclosure Statement (“PDS”) for the EML 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, a trading name of Heritage and People’s Choice Ltd ABN 11 087 651 125, AFSL and Australian Credit Licence 244310 (“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 EML 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 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.

2. ELECTRONIC STATEMENTS

By successfully applying for and using the Card, you acknowledge that we do not provide 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 EML 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.emlpayments.com. Alternatively, you may request a paper copy of this information free of charge from EML 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

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

EML can be contacted via:

Mail: Level 12, 333 Ann Street, Brisbane QLD 4000

Phone: 1300 739 889

Email: support@emlpayments.com.au

Internet: www.emlpayments.com

6. CARD ISSUER

The issuer of the Card is Heritage Bank, a trading name of Heritage and People’s Choice Ltd ABN 11 087 651 125, AFSL and Australian Credit Licence 244310 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. 244310 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

EML is responsible for the distribution of the Card under an arrangement with Heritage and is also responsible for providing various Cardholder services. EML 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 EML, 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 EML is provided by EML 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 purchases with online 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

Disputed Transactions

For disputed transactions you should contact EML Payments promptly by calling 1300 739 889. Visa Scheme Rules impose time limits after the expiry of which our ability to dispute a transaction on your behalf may be lost. We may not be responsible for any loss to you where it can be shown that you have unreasonably delayed notifying us.

Queries, Disputes and Complaints

If you have a complaint about the Product or our services, please contact EML:

Phone: 1300 739 889

Email: support@emlpayments.com.au

Mail: Level 12, 333 Ann Street, Brisbane QLD 4000

We will acknowledge your complaint promptly, either verbally or in writing, and do our best to resolve it straight away. If we can't resolve your complaint within 5 business days, we will provide you with a written response providing the final outcome no later than 30 days. We aim to resolve all complaints within 21 days. However, in some cases it may take up to 30 days. Your complaint may take a little longer to assess if we need more information or if your complaint is complex. In all cases, we will keep you updated on the progress. You can ask for information about how we manage complaints in alternative formats and languages upon request by calling 1300 739 889. If you have a hearing or speech impairment, you can access additional support through the National Relay Service on 1300 555 727.

If you are not satisfied with our response, you may lodge a complaint with the Australian Financial Complaints Authority (**AFCA**). AFCA provides fair and independent financial services complaint resolution that is free to consumers. AFCA can be contacted at the following:

Mail: GPO Box 3, Melbourne VIC 3001.

Phone: 1800 931 678 (free call)

Website: www.afca.org.au

Email: info@afca.org.au

To contact the Issuer, Heritage, about your complaint:

Phone: Australia: 1800 797 799 (free call) Overseas: +61 7 4690 9000

Website: www.heritage.com.au

Email: complaints@heritage.com.au

Mail: Heritage Bank, Reply Paid 190, Toowoomba QLD 4350

12.1. DEFINITIONS

Acquirer means the bank or service provider that provides the POS terminal.

ASIC means the Australian Securities & Investments Commission

ATM means Automated Teller Machine

Available Balance means the positive Value recorded by EML as remaining available to you for transactions under your Card facility less any unsettled transactions.

Business Day means a day that is not a Saturday, Sunday or public holiday being a day on which banks are open for general banking business in Brisbane, Queensland.

Card means the EML Reloadable Visa Prepaid Card.

Card Expiry Date means the expiry date printed on the Card.

Card Statement means a statement of transactions completed with your Card.

EFTPOS/POS means electronic funds transfer at point of sale/point of sale.

ePayments Code refers to the code issued by the Australian Securities and Investments Commission that regulates electronic payments, including EFTPOS and credit card transactions, online payments, internet and mobile banking, and BPAY.

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:

- Purchase goods and/or services at a Visa merchant using the Card and your PIN.
- Make a payment to a Visa merchant using the internet or phone using your card number and any associated card verification code if required.

EML means EML Payment Solutions Limited ABN 30 131 436 532.

Heritage means Heritage Bank, a trading name of Heritage and People's Choice Ltd ABN 11 087 651 125, AFSL and Australian Credit Licence 244310.

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.

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 means the four-digit personal identification number which we issue to you to access some of the Card services.

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 means the Security Requirements described under clause 12.11 “Security”.

Terms and Conditions means 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 means 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 EML.

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.

12.2. 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 EML 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;
- never leave your Card unattended, e.g., in your car or at work;
- promptly report the loss, theft, or unauthorised use of your Card to EML 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 the Card by cutting it diagonally in half.

12.3. THE CARD

Your Card may be branded with standard EML 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 prepaid, reloadable Visa card and value must be loaded to the Card before it can be used;
- you can load value to the Card in accordance with these Terms and Conditions;
- the Card is not a Credit Card;
- the Card is not a facility by which the Issuer takes deposits from you;
- there is no interest payable to you on the credit balance on the Card; and
- the Card remains the property of the Issuer and you must surrender the Card to us if we ask for it to be surrendered.

12.4. USING THE CARD

- you must register as the cardholder of the 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.
- The Card allows you to purchase goods and services:
 - at an outlet within Australia that has EFTPOS available by either:
 - selecting the 'Credit' button wherever Visa cards are accepted; or
 - making a contactless payment; or
 - at outlets overseas wherever Visa cards is accepted.
- The Card cannot be used to withdraw cash at ATMs or over the counter at banks or other financial institutions;
- 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, 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;
- you can use your Card within the limits specified in section 12.8 provided that you do not exceed the Available Balance and the expiry date for the Card has not passed;
- Heritage or EML 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 EML. You should not, in any circumstances, contact Visa.
- if you are entitled to a refund for any reason relating to a transaction, you agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to your 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 unless a replacement Card has been issued to you;
- we are not liable in any way when an authorisation is declined for any particular transaction regardless of reason except to the extent that the liability is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents);
- 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 with the Card.

12.5. 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.

12.6. LOADING OF VALUE

Value can be loaded to the Card only as specifically provided in these Terms and Conditions and subject to the limits shown in Section 12.8.

The minimum value that can be loaded to the Card at any one time is \$10.00 (Australian dollars).

12.7. 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 Visa exchange rate at the time plus a 2.99% foreign exchange fee. Example of Foreign Exchange Fee:

You make a purchase from a merchant located outside Australia (e.g., USA);

At the time, Visa's prevailing exchange rate is US\$1.00 = \$0.95 Australian;

You spend US\$200.00;

The Australian dollar amount is US\$200.00 x \$0.95 = \$190.00;

The foreign exchange fee is therefore 2.99% x \$190.00 = \$5.68

For a full listing of fees and charges please refer to section 15.5 Fees and Charges.

12.8. LIMITATIONS OF USE OF THE 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;
 - adult services (such as dating and escort services);
 - withdrawing of cash at ATMs or manual cash disbursement at financial institutions;
 - cryptocurrency providers and exchanges;
 - quasi cash services (such as international money transfers); or
 - the purchase of money orders;
- For security reasons, we may restrict transactions with merchants or limit the amount or number of transactions you can make on your Card;
- 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 prepaid Visa cards.

The following table illustrates the transaction and load limits applicable to the Card. Merchants or other providers of facilities may impose additional limits.

Load/transaction	Limit
Point of Sale Limits	

Maximum Point of Sale per transaction	\$4,999
Daily Point of Sale Limit	\$4,999
Maximum number of transactions per day	25
Load and Account Limits	
Maximum Card balance at any one time	\$4,999
Maximum Load to card per transaction	\$4,999
Maximum number of loads to card per 24 hours	10
Total amount you may load during any 12-month period	\$50,000.00

12.9. PIN

A PIN will be provided to the Cardholder in the PIN Mailer. The Cardholder cannot change their PIN.

Should an incorrect PIN be entered three times when a transaction is attempted using the Card, the Card will be suspended for 24 hours. The Cardholder must not disclose their PIN to any other person.

12.10. PIN REVEAL

To retrieve their PIN the Cardholder should go to <https://pin.emerchants.com.au>.

The Cardholder will be prompted to enter their 16 digit Personal Account Number (PAN) along with personal details to verify their identity.

Following verification of the Cardholders identity a security number will be sent to the email address registered with the Card. The security number will be required to allow the Cardholder to access their PIN. If the Cardholder has any technical difficulty retrieving their PIN please contact EML on 1300 739 889.

12.11. SECURITY

You and each Cardholder must make sure that you keep the Card, Identifiers and any PINs safe and secure. The precautions we require you and the Cardholder to take 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 anything liable to loss or theft simultaneously with a Card, 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.

12.12. LOSS, THEFT AND MISUSE OF CARDS

If you know or have reason to suspect that your Card is lost or stolen or damaged, likely to be misused or you have reason to suspect that someone else may know the PIN, Identifiers, Pass Code, you must promptly notify EML. We will then suspend your 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, you must not attempt to use the Card associated with that.

Should your 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 EML and arrange to be issued with a new Card. There is no fee involved to have a replacement Card issued.

12.13. 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, wilful misconduct or negligence by our officers, contractors, 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 are 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 Card.

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.

Important Information about Chargebacks

In some circumstances, you may be able to request a chargeback of a transaction when you have a dispute with a merchant, such as the merchant's failure to supply the goods or services you paid for.

A chargeback is a right under the Visa Scheme Rules by which a transaction can effectively be reversed by us debiting an amount to the merchant's financial institution and crediting back to your Available Balance. We can only process chargebacks if the Visa Scheme Rules allow us to.

If you believe that you are entitled to a chargeback, you must notify us as soon as possible by contacting EML.

The Visa Scheme Rules impose time limits for initiating chargebacks. The time limit is generally 90 days from the date of the disputed transaction.

If you request a chargeback, we may need you to provide additional information. If we do ask you for additional information and you do not provide it within 10 days, then you may lose any rights to the chargeback and if it has already been processed, we may reverse it.

Please note that if we process a chargeback, the merchant may have rights under the Visa Scheme Rules to have the transaction investigated further, and this can in some circumstances result in the chargeback being reversed (which means the original transaction might be reinstated by being debited to your Available Balance).

12.14. TRANSACTIONS

You acknowledge that you will not receive paper statements from us regarding the operation of your Card. Periodic statements showing the transactions on your Card and the Available Balance are available on the Website.

Provided you have registered your Card, its balance and transaction history can be accessed as instructed on the PIN Mailer at no charge (see section 12.4 "Using the Card").

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

12.15. CARD EXPIRY

The Card is valid until the expiry date shown on it unless it is cancelled before then.

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.

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).

12.16. REPLACEMENT CARDS

If your Card is misused, lost or stolen, you should notify EML in accordance with section 12.12 so that your Card can be cancelled.

You can request EML to provide you with a replacement Card.

A replacement Card will be arranged after you notify us that your Card or Card details are misused, lost or stolen in accordance with section 12.12 and the misused, lost or stolen Card has been blocked. You will need to register and activate the new Card in accordance with section 12.4.

12.17. CARD REVOCATION AND CANCELLATION

We may, acting reasonably, revoke the Card at any time with at least 14 days notice to you. However, we may cancel your Facility immediately and without notice if:

- we have reason to suspect the Card has been or is likely to be misused;
- you breach any of these Terms and Conditions and we reasonably consider that this is likely to have a material impact on your ability to meet the obligations of these Terms and Conditions);
- we have reason to suspect any illegal use of the Card, such as fraud or criminal activity; or
- you gave us or EML false, inaccurate or incomplete information when you applied for the Card. 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 EML require it, EML have received the surrendered or cancelled Card from you; and
- you give EML instructions, on any form EML require, for the payment of the Available Balance.

12.18. 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, through no fault of our own, a terminal or system does not work properly;
- if circumstances beyond EML control prevent a transaction, despite any reasonable precautions having been taken by us;
- for any loss resulting from any failure due to events outside our reasonable control;
- for any loss resulting from any system failure or industrial dispute 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 our 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,

except to the extent that the liability is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

However:

- your liability for Unauthorised Transactions will be determined according to the ePayments Code; and
- we will not avoid any obligation to you under the ePayments Code on the basis that another party to a shared electronic payments network (to which we are also a party) has caused the failure to meet the obligation.

Our liability in any event shall not exceed the amount of the Available Balance except in relation to:

- Unauthorised Transactions; and
- consequential losses arising from a malfunction of a system or equipment provided by any party to a shared electronic network (unless you should reasonably have been aware that the system or equipment was unavailable or malfunctioning, in which case our liability is limited to correcting any errors and refunding any fees or charges imposed on you).

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) except to the extent that the liability is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

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 enforcing a term of these Terms and Conditions does not mean a waiver of them.

12.19. ANTI-MONEY LAUNDERING AND COUNTER TERRORISM FINANCING OBLIGATIONS

EML is subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and the rules and other subordinate instruments under the Act (AML/CTF Laws). Before the Card can be activated, EML is obliged to collect certain identification information from you (and verify that information) in compliance with the AML/CTF Laws. Customer identification information includes detailed 'know your customer' (KYC) information about the Cardholder such as:

- name, and
- address, and
- date of birth.

EML may be prohibited from offering services or conducting transactions with you if you do not provide this information.

You should be aware that:

- EML is not required to take any action or perform any obligation under or in connection with the Card if it is not satisfied as to your identity, or where there are reasonable grounds to suspect that by doing so it may breach the AML/CTF Laws;
- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of another country). Where transactions are delayed, blocked, frozen or refused, EML is not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your Card except to the extent that the liability is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents);
- EML may from time to time require additional information from you to assist us in the above compliance process; and
- where legally obliged to do so, EML will disclose the information gathered to regulatory and/or law enforcement agencies, banks, service providers or to other third parties.

You provide EML with the following undertakings and indemnify EML against any potential losses arising from any breach by you of such undertakings:

- you will not initiate, engage, or effect a transaction that may be a breach of Australian law or sanctions (or the law or sanctions of any other country); and
- the underlying activity for which your Card is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

12.20. PRIVACY AND INFORMATION COLLECTION

EML 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.

Examples of Personal Information we collect include names, addresses, email addresses, and phone numbers. When we collect personal information we will, where appropriate and where possible, explain to you why we are collecting the information and how we plan to use it.

We collect and store your personal information for the primary purpose of creating and managing your Card. As part of this process, we use this information to verify your identity so that we can comply with Anti-Money Laundering and Counter Terrorism Financing laws. We may also use your personal information to communicate with you and in circumstances where you would reasonably expect such use or disclosure.

We will only use your Personal Information to:

- to assist in arrangements with other organisations in relation to the provision of a product or service;
- to perform administrative and operational tasks (including systems development and testing);
- to prevent or investigate any fraud or crime (or a suspected fraud or crime);
- satisfy identification requirements under the *Anti-Money Laundering & Counter-Terrorism Financing Act 2006* (Cth) and the Rules and other subordinate instruments under that Act and such information may be exchanged with verification agencies (which may be overseas).

Without your information, we cannot make the Card available to you and you should not apply for the product.

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.

Information will be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law and when necessary:

- for completing a transaction; or
- to verify the existence and condition of a Card; or
- to utilise services of affiliates who assist in providing a Card; or
- if you give us permission; or
- if you owe us money; or
- if there are legal proceedings or a complaint in connection with the Card; or

- to protect against potential fraud and other crimes.

We will not disclose your personal information outside Australia.

By applying for and using 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: <https://www.heritage.com.au/terms-conditions/privacy-policy>

EML: <https://www.emlpayments.com/privacy>

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.

You may contact EML's Privacy Officer in relation to your Personal Information (or to opt out of marketing) on 1300 739 889 or support@emlpayments.com.au.

12.21. COMMUNICATIONS

You agree that we may give written notices or other communications to you under or in connection with these Terms and Conditions (including information under the ePayments Code such as statements) by either:

- sending the notice, information or communication using Electronic Communication; or
- using Electronic Communication to notify you that the notice, information, or communication is available from an electronic address (such as the Website)

You may vary your nominated email address for Electronic Communication by notifying us through the Website and satisfying us of your identity.

In addition, we may give you notices, information or other communications to you relating to the Card (including information under the ePayments Code such as statements):

- by Electronic Communication to your email address 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 to the Website.

If we give a notice, information, or other communication to you electronically, you are taken to have received it on the day it is transmitted.

You agree that, for the purpose of telephone communications originated or received by us and for the purpose of Electronic Communications received by us or through the Website, we:

- may verify your identity by reference to any or all the information given by you when applying for the Card or during the Card activation or any changes made to this information; and
- may proceed on the basis that we are satisfied by that verification.

12.22. KEEPING YOUR CONTACT DETAILS UP TO DATE

You must notify us promptly of any change to your address and other contract details by updating your details through the Website. 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.

We 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.

12.23. CHANGES TO THESE TERMS AND CONDITIONS

We reserve the right to change these Terms and Conditions and any information in this PDS relating to the Terms and Conditions at any time. Except where we are required by a law or a Code to do so, or the change is materially adverse to you, you will not receive advance notice of such changes.

If the change is materially adverse to you, we will notify you at least 20 days before the effective date of the change. However, if the change is made for one or more of the following reasons we can implement such change without prior notice:

- to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
- to reflect any decision of a court, ombudsman or regulator; or
- for security reasons where reasonably necessary to address security concerns or vulnerabilities.

Where we notify you of changes to these Terms and Conditions we will do so by sending an individual notice to you (either by giving it to you personally or by electronic communication).

If a change to this PDS, including these Terms and Conditions, is not materially adverse, we may update the information by making information about the change available on the Website. You can obtain a paper copy of this information on request free of charge.

12.24. THE WEBSITE

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 agree that we are not responsible for temporary interruptions in service due to failure beyond our control including, but not limited to, the failure of interconnecting operating systems, computer viruses, and forces of nature, labor disputes and armed conflicts.

12.25. 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.

Any legal proceedings concerning these Terms and Conditions, the agreement between you and EML (which is governed by these Terms and Conditions) or the Card may be conducted in the courts at Brisbane, Queensland, Australia.