

TERMS AND CONDITIONS – 1st July 2018

These Terms and Conditions apply to your Prepaid Card. You must read them carefully.

DEFINITIONS

The following words and phrases apply throughout these Terms and Conditions and have the following meaning:

“ATM” means an automated teller machine/cashpoint

“Card” or “Prepaid Card” means the 7-Eleven Visa Travel Money Card

“Cardholder” or “you” means the individual holding the prepaid service and Visa Prepaid Card

“Card Balance” – means the monetary value recorded by us as loaded for transactions using the Prepaid Card, as denominated in the total of the five Wallets, less any purchases, authorisations, cash withdrawals, fees and charges or other amounts debited under these Terms and Conditions

“Customer Care” means the Travel Money Call Centres accessed via the phone numbers we notify as Customer Care numbers for the purposes of these Terms and Conditions from time to time

“Default Wallet Funding Order” means the Wallet Funding Order of: (1) AUD, (2) NZD, (3) USD, (4) EUR, (5) GBP, which applies if you do not nominate a Wallet Funding Order via the Website.

“Distribution Outlets” means those participating 7-Eleven branded convenience stores that offer the Card.

“Distributor” means Tuxedo Money Pty Ltd ACN 612 042 038

“Account number” means the 9 digit number on the front of the Card.

“ePayments Code” means the ePayments Code issued by the Australian Securities and Investments Commission in September 2011 (and as amended) which regulates consumer electronic payments

“Expiry Date” means the expiry date on the front of the Card.

“Identifier” means information you are not required to keep secret and which must be provided to perform a transaction (for example a 16 digit Card Number or Card expiry date).

“Issuer” means Heritage Bank Limited ABN 32 087 652 024, AFSL 240984, Australian Credit Licence 240984

“Load” or “Reload” means the transfer of value to your Card in Australian Dollars.

“Memorable Word” means the word that you nominated when the Card was purchased for use when servicing the Card and identifying you as the cardholder for any Customer Care enquiries.

“Merchant” means a business or place that accepts cards which display the Visa logo, except those Merchants which use manual imprinters to process a transaction

“Negative Balance” means a negative balance on the Card arising because the debits using the Card exceed the Card Balance.

“Pass Code” means a password or code that you must keep secret that may be required to authenticate your identity or a transaction. Examples include your Prepaid Card PIN and the “memorable word” required to allow online access to your Prepaid Card details

“Personal Information” means the information that the Issuer and Tuxedo and their respective agents/distributors collect from you, including any application form, correspondence, emails, telephone calls, internet communications and transactional information in connection with the Prepaid Card

“PIN” means the unique personal identification number which is provided to you via SMS when your application is completed or when you retrieve it via the online servicing page

“Security Requirements” means the Security Requirements described under clause 10 “Your PIN and Card security”.

“SMS” means sending and receiving mobile text messages from the mobile number you provided to us for the purpose of requesting and receiving Card servicing information as outlined in these Terms and Conditions.

“Spend Rate” means the individual foreign exchange rate set and determined by Visa applicable to foreign exchange transactions. The circumstances when Spend Rate applies are set out at clause 6.1. Each currency has a different rate that varies.

“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 or consent.

“Wallet” means the five separately recorded currency denominations on your Card, into which funds will be transferred after being initially loaded in Australian Dollars. Each Card has the following Wallets: Australian

Dollars, New Zealand Dollars, United States Dollars, Euros and Great British Pounds. The total of the amounts recorded in all Wallets at any given time represents the Card Balance.

“we”, “us” or “our” means the Issuer or its agents.

“Website” means our online site at www.7elevenjustgo.com.au and any additional or replacement website we notify to you as the Website for the purposes of these Terms and Conditions from time to time

“you/your” means the person who has requested, and has been (or is to be) issued with the Card.

The singular includes the plural and vice versa.

References to days, times or periods of time in these Terms and Conditions relate to Australian Eastern Standard Time (‘AEST’), unless indicated otherwise.

1. Application of these Terms and Conditions

- 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 and Conditions (but these are not the only ways that you can be taken to have agreed to be bound by these Terms and Conditions) and agree to provide us with a ‘Memorable Word’, email address and a mobile phone number as a means of accessing your Card details via the Website.
- You must sign the signature panel on back of the Card before use.
- By agreeing to these Terms and Conditions (such as by signing the back of the Card or using the Card) you agree that you are financially responsible for all uses of the Card and also:
 - a) acknowledge that you have been given a copy of the Product Disclosure Statement (PDS) in which these Terms and Conditions are included; and
 - b) acknowledge and agree to the information and disclosures contained in the PDS.
- The Issuer is a subscriber to the ePayments Code. The Issuer warrants that, for as long as it remains a subscriber to the ePayments Code, it will comply with it in our dealings with you relating to the Card.
- You acknowledge and agree to the disclosures and other information contained in the Product Disclosure Statement in which these Terms and Conditions are printed. Those disclosures and information form part of the agreement between you and us except to the extent that these Terms and Conditions provide otherwise or qualify the disclosures and information.

2. Your 7-Eleven Visa Travel Money Card

• The Card is a multicurrency reloadable Visa prepaid card that lets you purchase goods or services in-store, online or over the phone at merchants (excluding some merchants as set out in clause 11 of the Terms and Conditions) anywhere in the world where Visa prepaid is accepted electronically. The card can also be used to withdraw cash from ATMs anywhere in the world displaying the Visa logo. The five currencies in which amounts can be held on the Card are:

- Australian Dollars (‘AUD’),
- New Zealand Dollars (‘NZD’),
- United States Dollars (‘USD’),
- Euros (‘EUR’), and
- Great British Pounds (‘GBP’).

Amounts loaded to the Card can be held in up to five currency Wallets (AUD, NZD, USD, EUR, GBP), up to the AUD equivalent of \$10,000. The total amounts recorded in all Wallets at any given time represents the total value available on your Card. You can transfer amounts between Wallets once logged into the Website.

3. Applying for and activating your Prepaid Card

- You can purchase the Card at participating Distribution Outlets with a minimum initial load of \$100 AUD.
- You must be at least 18 years old and resident in Australia to acquire the Card.
- Minimum and maximum Card Balance limits apply to the Card, as set out in clause 7 of these Terms and Conditions.

- You can only load your Card using Australian Dollars.
- Once you have acquired the Card, a PIN will be issued to you by SMS to the mobile number you register with us when you apply or you must retrieve your PIN by logging into the Website. Your Card should then be ready for use.
- You should memorise your PIN to prevent unauthorised use of the Card and you must follow the rules on Card security (see clause 10 below).
- The signature panel on the back of your Card must be signed before use.
- By loading funds to, or signing, the Card you accept these Conditions of Use, and you agree to provide us with a Memorable Word and a mobile phone number in order to register, and access, your Card details online and enable Card use and Card servicing options.
- Please remember the Memorable Word you nominated at the point of purchase.

Card activation delays may be experienced during peak periods if the Distribution Outlets are experiencing unusually high transaction volumes.

4. Loading your Prepaid Card

Your Card can be reloaded in the following ways:

1. In-Store Load

Your Card can be loaded and reloaded in the available currencies at participating Distribution Outlets. You can view exchange rates on the kiosks under Travel Money after logging on as an existing user or before registering as a new user at participating Distribution Outlet. Exchange rates will vary each day.

2. Online Load

You can go to the Website and follow the prompts to load/ reload your Card subject to a minimum load requirement as specified in the Fees and Limits Tables in clause 7 below. Once you complete your load/reload transaction instruction you will be able to make payment for the transaction using BPAY or Direct Credit via your financial institution, using Debit Card Load or using other such methods made available on the Website from time to time.

Although a load transaction can be for a value denominated in any of the available Currencies, you may only make payment for such load transactions for which instructions have been completed online in Australian dollars.

3. Other Methods:

Funds can be loaded by Direct Credit directly via your own internet banking.

BSB: 880-122 displayed on the back of your Card

Account number: 9-digit account number displayed on the back of your Card

Account name: "Your name"

Funds can also be loaded by BPAY directly via your own internet banking or phone banking.

Biller code: 535872 displayed on the back of your card

Reference no: 9 digital account number displayed on the back of your card

BPAY and Direct Credit loads will generally take three Business Days to be processed however may take longer if the payment is not made before 2pm on a Business Day Australian Eastern Standard Time.

Direct Credit and BPAY loads not via the Website will be allocated to your current default currency nominated on your Card. The default currency will initially be selected by you during the application process, however you can subsequently change your default currency online. At the time the load transaction is settled, the load will be converted into the default currency in accordance with the Terms and Conditions. Although a load transaction can be for a value denominated in any of the available currencies, you may only settle the transaction in Australian dollars.

Load transactions are subject to fees and limits set out in the Fees and Limits Tables.

Please note that you can only have one default currency at a time. If you send a Direct Credit or BPAY load and then change your default currency before we receive your payment we will apply your load to the currency that is set as your default currency at the time we process your load.

Refer to clause 6.1 of the Terms and Conditions for details on how foreign exchange rates are applied.

Exchange rates for initial loads and subsequent reloads made using methods available via the Kiosk and the Website will be set at the prevailing exchange rate set out on the Website and Kiosk at the time of your request. If you send money via internet banking/BPAY, the exchange rate applied will be the prevailing exchange rate at the time the payment is processed and the funds are received onto your Card, where such exchange rate may be different to the exchange rate at the time of your request.

Load Method:	Funds usually become available:
In-store at a Distribution Outlet	Within 24 hours
By transfer from your bank account via Direct Credit	Within 2 Business Days
By transfer from your bank account via BPAY (note: your own bank may charge a fee for this service)	Within 3-4 Business Days
Online Debit Card	Immediately

We reserve the right to refuse to accept any particular loading transaction or to disable any particular loading method without notice in the interests of fraud prevention. Loading funds to your Card is subject to Card Balance limits, as set out in clause 7 of these Terms and Conditions. The minimum value that can be loaded to your Card at any one time is AUD\$100 (Australian Dollars). The maximum value that can be loaded onto your Card at any one time cannot exceed the Maximum Single Load limit, as set out in clause 7 of these Terms and Conditions.

Debit Card loads can only be made using a MasterCard debit card or Visa debit card held in your name. We may, with or without notice and without incurring any liability to you suspend or decline a Debit Card Load transaction in order to comply with any laws or regulations in Australia or any other country (including to manage anti-money laundering or counter-terrorism financing risks). Funds loaded using Debit Card Load will be available for use instantly.

You may not use your BSB number or your Card's unique account number ('Acc No:') for direct debit payments. Any direct debit transaction attempted on your Card will be declined without payment being made to the processing merchant.

5. Using your Prepaid Card

- The Card can be used anywhere Visa prepaid cards are accepted including online purchase transactions (excluding some merchants, as set out at clause 11). Transaction fees and charges will apply (see Fees and Limits at clause 7). Some merchants in Australia may choose not to accept Visa prepaid cards. For further details visit the Website.
- The Card may be used at ATMs that accept Visa prepaid cards. An ATM Fee will apply (see Fees & Limits at clause 7). This is in addition to any ATM operator fees that vary by ATM operator. All ATM fees and charges will be automatically debited against the Card Balance. After the Card 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.
- You can move value into one or more other currencies offered by the Card before you travel at the prevailing exchange rate determined by Tuxedo as notified to you at the time of the transaction. You may prefer to do this in advance of performing a purchase or ATM transaction while travelling, so that you can lock in an exchange rate at the time of transfer. Refer to clause 6 or the Website for full details.
- You can use the Card as often as you like subject to the Card Balance not being exceeded, the Expiry Date of the Card, and the limits specified in clause 7 of these Terms and Conditions.
- You cannot stop payment on any transaction after it has been completed. If you have a problem with a purchase made with the Card, or a dispute with a merchant, you must deal directly with the merchant involved. If you cannot resolve the dispute with the merchant, you can contact Customer Care. You should not, in any circumstances, contact Visa.
- You are responsible for all transactions using the Card.
- When using your Card online or over the phone, use your Card Number (the 16-digit number on the front of the Card), Expiry Date and CVV (the last 3 digits on the signature panel).
- You are responsible for determining the amount held in each Wallet and for ensuring you have sufficient funds for all transactions in the relevant Wallet currency. Subject to certain limits and subject to a fee (refer to the Fees and Limits Tables in clause 7), you may allocate your funds across different Wallet online via the Website and/or by such additional methods as we may make available to you from time to time.
If there is an insufficient Card Balance to pay for a transaction the Card may be declined or the merchant may ask you to pay the balance by some other means.
- You agree not to make or attempt to make transactions that exceed the Card Balance.
- If you make or attempt to make any transactions that exceed the Card 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 you owe us.
- If a Negative Balance arises, that does not mean that a Negative Balance will be allowed to arise or be increased on subsequent occasions.
- If a particular currency becomes overdrawn, and a Negative Balance arises following any transaction authorised by you, the resulting debit balance immediately becomes a debt payable by you to the Issuer and we retain the right to recover this debt by deducting funds held in another currency. When we convert the Negative Balance into the relevant currency we will use the same rate that we use for currency to currency allocations on the given day we process the transaction. If notwithstanding any such deduction a Negative Balance remains, the resulting debit balance immediately becomes a debt payable by you to the Issuer. If the Card Balance does become overdrawn, every attempt should be made by you to stop subsequent transactions.
- We may restrict or stop the use of the Card if excessive uses of the Card or other suspicious activities are noticed.
- The currency Wallets available in respect of the Card may vary from time to time. Before you make a decision to acquire the Card, please check with the Distribution Outlet or online for details of the available Wallets. If we introduce a new Wallet and you choose to allocate funds to that new Wallet, you will be deemed

to have acknowledged and agreed that, unless otherwise notified to you, these Terms and Conditions apply to such new Wallet.

- 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 will be at the discretion of the merchant and may be in the form of a credit of value [in the applicable currency] to the Card, cash refund or in store credit. We are not liable in any way when authorisation is declined for any particular transaction regardless of reason.
- You may not make preauthorised regular payments through the use of the Card.

5.1 ATM Use

- The Card may be used to withdraw cash or conduct a balance enquiry at ATMs that display the Visa logo. You must select the “credit” (CR) button when using your Card at an ATM. You must then enter your PIN to confirm the transaction. Please note that by selecting “credit” you are simply accessing the Card Balance through the Visa payment scheme; you are not provided with any credit by the Issuer or any other person (although if a Negative Balance occurs, then you will have to repay the amount owing). An ATM Fee will apply. These are in addition to any ATM operator fees that vary by ATM operator.
- All applicable fees and charges will be automatically debited against the Card Balance. If there is an insufficient Card Balance for the payment of all ATM fees and charges for a transaction in addition to the amount of a withdrawal, the ATM transaction will be declined.
- Not all ATMs will allow the Card Balance to be viewed on screen or printed onto a receipt. Card Balances obtained via ATMs may be provided in a currency other than Australian Dollars, and where that currency is not a currency offered by the Card, the figure provided may be determined based on a prevailing exchange rate other than that determined by Tuxedo or Visa.

The ATMs are not owned or operated by the Issuer or Tuxedo and the Issuer and Tuxedo are not responsible for ensuring that they will accept the Card.

Most ATM operators limit the minimum and maximum amounts that can be obtained in a single transaction. These amounts may also be limited (in some countries) by regulatory controls. See also the other limits that are applicable in the Limits table in clause 7.

5.2. Checking your Card Balance and transaction history

- By successfully applying for and using the Card, you acknowledge and agree that we do not provide, and you will not receive, paper statements unless you contact us to request a paper statement. Electronic statements showing the Card’s transactions and Card Balance are available by logging in to the Website.
- You can view your Card Balance, transaction history and manage your Card via the Website at no charge. Details of your Card Balance can also be obtained by calling Customer Care on 1300 711 299 or +61 03 9092 0410 if outside Australia (call fees and other fees apply). The most comprehensive Card balance information can be obtained via the Website.
- Card Balances obtained via SMS can only be provided by way of a single figure representing the AUD equivalent of the total funds available on your Card. If all or part of the Card Balance is held in a foreign currency, the AUD equivalent of the total funds available on your Card will be determined at the time the Card Balance is requested based at the prevailing exchange rate determined by Tuxedo.
- Card Balances can be obtained via ATMs (see clause 5.1 above).
- If you notice any error (or possible error) in any transaction or statement relating to the Card, then you must notify Customer Care immediately. We may request you to provide additional written information concerning any error (or possible error) and you must comply with that request.
- If a person reports that a mistaken payment has been made from the person’s account to the Card, you agree that we may:

- a) inform that person's financial institution whether or not the Card has sufficient credit funds to cover the mistaken payment; and
- b) freeze those funds or debit those funds from the Card where we are required to do so under the ePayments Code.

- It is your responsibility to regularly review your transaction history to identify Unauthorised Transactions. If the Issuer or Tuxedo discover an error in the amount and/or currency of any funds that have been loaded or reloaded to the Card for any reason, we are authorised to correct this error without further notice, including but not limited to debiting any amount of funds from the Card Balance that have been loaded in error.

5.3. Website

The Website enables you to:

- Update certain details online (email address and mobile number)
 - View your Card Balance and transaction history
 - Transfer funds between your different currency Wallets
 - Set your default load currency
 - Obtain a Pass Code reminder
 - Manage SMS and email notifications (optional)
 - Load additional funds to your Card via the methods made available by us
 - Report your Card as lost or stolen
 - Temporarily block and unblock your Card
- Although considerable effort is expended to make the Website and any other operating communication channels available at all times, no warranty is given that these channels will be available and error free every minute of every day.
 - You agree that neither the Issuer nor Tuxedo is responsible for temporary interruptions in service due to failure beyond their control including, but not limited to, the failure of interconnecting operating systems, computer viruses, forces of nature, labour disputes and armed conflicts.
 - You agree that we are not responsible for any content on the Website other than content relating specifically to you, the Card Balance or the Card.

6. Managing your Currency Wallets

- You may prefer to convert funds loaded to your Card between different currency Wallets in advance of performing a transaction while travelling, so that you can lock in an exchange rate in advance.
- You can transfer amounts loaded to your Card between different currency Wallets via the Website. If you transfer amounts from one currency Wallet to a different currency Wallet, a currency conversion will be performed at the prevailing exchange rate determined by Tuxedo and notified to you at the time of the transaction. See clause 6.1 below for further information regarding foreign currency transactions.
- You do not need to have funds available in a Wallet in the currency of the country you are in to use the Card, provided you have sufficient total funds available in your Card Balance to pay for a transaction (inclusive of fees).
- If you attempt a transaction in a Card currency but do not have enough in the relevant currency, value in other currency wallet(s) is then used to fund the transaction. The order that value will be taken from other currency wallets is AUD > NZD > USD > EUR > GBP (**Default Wallet Funding Order**), until sufficient value has been created in the relevant currency for your transaction.
- For use in a transaction in a currency outside of the five Card currencies, the transaction is automatically converted to AUD at the Spend Rate. If there are insufficient funds available in the AUD Wallet, the Card will automatically convert funds held from the remaining Wallets to AUD to cover the shortfall amount at the prevailing exchange rate determined by Tuxedo, based on the Default Wallet Funding Order. The value of the

transaction together with any fees will then be completed from your AUD Wallet, with the converted shortfall amounts reducing the balance of the applicable Wallets, and therefore the total amount of your Card Balance.

- If you do not have a sufficient Card Balance to complete a transaction (including coverage for fees), the transaction may be declined or the merchant may ask you to pay the amount owing by some other means.
- Periods may exist during which exchange rates in one or more currencies may not be offered on your Card (e.g. periods of extreme currency volatility or global calamity), and your ability to transfer amounts between Wallets of affected currencies may be suspended until, in the Issuer's opinion, the increased risk associated with trading in the affected currencies subsides. During these periods, transactions in the affected currencies will still be possible subject to sufficient funds being available in the Wallet of the affected currencies on your Card to perform a transaction, inclusive of any applicable fees.
- If we add any new currencies to the currencies available to you in connection with the Card, then we will notify you of the new order of priority either directly or via the Website.

6.1 Foreign Currency Transactions

There are seven instances where a foreign exchange rate will apply:

- a) Initial load or In-Store Load where you allocate funds in a foreign currency (i.e. in a currency other than AUD);
- b) Online Loads or loads not via the Website or such other methods made available from time to time where you allocate funds in a foreign currency (i.e. in a currency other than AUD);
- c) Point of sale transactions where the transaction is in a currency that is not one of the Currencies available on the Card (including any transaction where we deduct funds under clause 5.1 above due to insufficient funds);
- d) ATM withdrawals where the local currency is not one of the Currencies available on the Card, or where there is an insufficient available balance in the relevant Currency;
- e) Where you allocate funds from one Currency to a different Currency;
- f) Where we allocate funds from one Currency to a different Currency in accordance with these Terms and Conditions; and
- g) Where your Card is closed, or you request repayment of the Card Balance under clause 9 below, where there are funds in a Currency other than AUD.

The method for calculating the foreign exchange rate for each scenario is set out below.

The foreign exchange rates used for In-Store Loads are set and determined by Tuxedo and vary each day, these exchange rates include a margin. You can ask the Distribution Outlet for the exchange rate beforehand.

Foreign exchange rates are subject to variation and the rate that applies one day will not necessarily be the same on any other day.

The foreign exchange rates used for Website loads and non-Website loads are set and determined by Tuxedo and vary each day. Exchange rates for initial loads and subsequent reloads via the Website will be set at the prevailing exchange rate including margin. This rate is set out on the Website at the time of your request, provided you follow the instructions and make payment immediately. Where you do not make payment immediately, the applicable exchange rate may differ to the exchange rate at the time of your request as it will be set at the prevailing exchange rate at the time the transaction is settled, which may take up to 3 Business Days at which point the funds will be shown to have been received onto your Card Balance.

For loads or reloads not completed via the Website, the exchange rate applied will be the prevailing exchange rate including margin at the time the transaction is settled, which may take up to 3 Business Days, at which point the funds will be shown to have been received onto your Card Balance. For loads or reloads not completed via the Website, the applicable exchange rate may be different to the exchange rate at the time of your request.

If an ATM withdrawal or point of sale transaction is made in a currency which is different to any of the available Currencies, or exceeds the relevant available Currency balance on your Card, the amount will be funded by converting the transaction amount into the next available Currency balance on your Card in the order of priority described in this PDS. The foreign exchange rate used is set and determined by Tuxedo and varies each day.

The foreign exchange rate used for allocating funds from one Currency to another Currency is set and determined by Tuxedo and varies each day. This rate includes a margin.

Where your Card is closed, or you request repayment of the balance of your Card under clause 9 below, and the Card has funds in a foreign Currency (i.e. in a currency other than AUD), we will convert these funds into AUD. The foreign exchange rate used for this is set and determined by Tuxedo and varies each day. This rate includes a margin.

Examples

Example 1: The following example is provided to assist you in understanding how the foreign exchange rate is set and applied when you load your Card using the Website. You are travelling to the United Kingdom and wish to activate the Card and load GBP.

- You go to the Website and indicate that you wish to load GBP 1,000 into your Card.
- You are quoted a foreign exchange rate of AUD 1.00 = GBP 0.6501 (GBP 1.00 = AUD 1.538), which is the rate that has been set by Tuxedo.
- The corresponding Australian Dollar cost to you of AUD 1,538.20 is also quoted.
- This rate and the corresponding cost to you to purchase GBP 1,000 are set when you confirm your purchase.
- You will then be obliged to settle AUD 1,538.20 using methods made available online from time to time.

Example 2: The following example is provided to assist you in understanding how the foreign exchange rate is set and applied when you conduct a BPAY load and your default Currency is not Australian dollars.

- You initiate a BPAY load by making a payment of AUD 2,000 using the BPAY biller code and reference set out in this PDS and your default Currency is USD.
- At the time the transaction is settled and funds are loaded onto the Card (which may take up to two or three Business Days) the relevant foreign exchange rate is AUD 1.00 = USD 0.998 (USD 1.00 = AUD 1.002), which is the rate that has been set by Tuxedo.
- The corresponding USD amount at that rate is USD 1,996, which is loaded into your USD Wallet.

Example 3: The following example is provided to assist you in understanding how the Spend Rate is applied when you conduct an ATM transaction in a currency that is different to the Currencies on the Card. You are travelling to Brazil and wish to withdraw Brazilian Real BRL 50.00 from an ATM there (Funds from your AUD balance will be used first as per the Default Wallet Funding Order:

- Assuming the Spend Rate is AUD 1.00 = BRL 0.746 the AUD cost will be AUD 67.02 ($1/0.746 \times \text{BRL } 50.00$).
- If the merchant settles the transaction on the same day as the purchase, AUD 67.02 will be debited from your AUD balance. If the merchant settles on a subsequent day, then the rate that applies will be the Spend Rate on the day of settlement. You can obtain this exchange rate by contacting Visa. Any withdrawal fee charged by an ATM operator will be charged in addition to the above amounts.

Example 4:

The following example is provided to assist you in understanding how the foreign exchange rate is set and applied when you conduct a purchase transaction in a currency that is different to the Currencies on the Card.

- You have AUD\$150.00 in your AUD Wallet and USD\$300.00 in your USD Wallet.

- You conduct a purchase transaction of CAD\$200.00 (Canadian Dollars) whilst travelling in Canada.
- CAD is not a currency offered by the Card, so the Card will process the purchase in AUD.
- The amount of the purchase will be converted to AUD at the then prevailing Spend Rate.
- The prevailing Visa exchange rate at the time is CAD\$1.00 = AUD\$1.02, meaning CAD\$200.00 = AUD\$204.00.
- The Card would first debit AUD\$150 from your AUD Wallet, reducing the balance of your AUD Wallet to zero.
- The Card would then use the Default Wallet Funding Order to assess for sufficient value and therefore need to convert from USD to AUD to fund the remainder.
- If the Tuxedo exchange rate at the time was AUD\$1.00 = USD\$0.83, meaning AUD\$54.00 = USD\$65.06.
- The Card would be able to process the transaction and your USD Wallet would be reduced to USD\$234.94.

Example 5: The following example is provided to assist you in understanding how the Spend Rate is applied when you conduct a transaction that requires us to allocate funds from several currencies. You are travelling in the United States of America and while shopping make a purchase for USD 150.00. At the time of this purchase you have the following Currency balances – USD 50, AUD 0, EUR 60, and CAD 100. The following application of Funds will take place:

Currency balance before transaction	Amount to debit from Card Balance	Running purchase balance	Spend Rate	Currency balance after transaction
USD 50.00	USD -50.00	USD 100.00	-	USD 0.00
AUD 0.00	AUD 0.00	USD 100.00	-	AUD 0.00
EUR 60.00	EUR -60.00	USD 15.81	USD 1: EUR 0.7127	EUR 0.00
CAD 100.00	CAD -15.98	USD 0.00	USD 1: CAD 1.0109	CAD 84.02

Example 6: The following example is provided to assist you in understanding how the foreign exchange rate is set and applied when you allocate funds from one Currency to another Currency on your Card. You have USD 500 held in the USD Currency balance in your Card and you wish to transfer all of it into your GBP Currency balance.

- You go online and indicate that you wish to transfer USD 500 into GBP. You are quoted a foreign exchange rate of USD 1.00 = GBP 0.688 (GBP 1.00 = USD 1.453). The corresponding amount of GBP 344 that this will enable you to purchase is also quoted.
- Once this is confirmed by you, we will deduct USD 500 from your USD Currency balance and add GBP 344 to your GBP Currency balance.

7. Card Fees and Limits

- You agree to pay us the fees and charges set out in these Terms and Conditions. Whenever any of those fees and charges are incurred, you authorise us to deduct such amounts from the Card Balance and reduce the Card Balance accordingly.
- Unless otherwise specified, all fees will be deducted in AUD. If there are insufficient funds in AUD to pay such fees, then we will automatically deduct funds from other Wallets in the order of priority described in this PDS. Any such deduction of funds may be subject to a foreign exchange conversion (refer to the examples in clause 6.1).
- All fees are GST inclusive (if applicable) and will be deducted directly from the Card Balance at the time the activity invoking the fee occurred.

- Certain merchants may charge additional fees if the Card is used to purchase goods or services. Such fees are determined and charged by the merchant and are not retained by us.
- The fees and charges applying to the Card are expressed in Australian Dollars (unless stated otherwise), are as follows:

Card Purchase Fee	Free of Charge with minimum initial load of \$100
Top up fees to GBP, USD, EUR, NZD currency wallets and Wallet Move	
Instore, BPAY, Direct Entry, Online Debit/Credit Card Load	See examples in clause 6.1
Transaction Fees	
Transactions in same currency as pre-loaded wallet	Free of Charge
ATM withdrawals	Free of Charge
Other Fees	
Replacement Main Card Fee (if Damaged or Lost/Stolen)	Free of Charge
Investigation Fee	Free of Charge
Dormancy Fee (After 12 months inactivity of Card)	\$5 per month
Closure	
Cancellation or Redemption Fee	Free of Charge

The following transaction limits apply to the Card.

Card limits	
Minimum load amount	\$100.00
Maximum Card Balance (AUD equivalent of currencies)	\$10,000
Maximum Daily Instore Load (cash)	\$3,000
Maximum BPAY Load (at a time)	\$3,000
Maximum Online Debit/Credit Card load (at a time)	\$2,000 (minimum of \$100)
Maximum Direct Entry Load (at a time)	\$5,000
Maximum Annual Load	\$30,000
Maximum Daily ATM Withdrawal*	\$1,000 (\$500 in one transaction)
Maximum Annual ATM Withdrawal*	\$20,000
Maximum Retail Purchase (at a time)	\$10,000
Maximum Annual Retail Purchases	\$30,000
Card Expiry	Card valid for 36 months

* When you use your Card in an ATM, you may also be subject to applicable fees, surcharge rules and regulations of the relevant ATM or other financial institution. You will be advised by the ATM operator before you confirm the transaction.

8. Preauthorising Transactions

- When using the Card with some Merchants (such as hotels, rental cars, restaurants, cruise ships) or for mail order purchases, Card “tolerance limits” may apply. This means that the merchant may request confirmation that your Card has a sufficient Card Balance to meet the anticipated cost of goods or services it will provide. In this instance the merchant will obtain an authorisation or approval on your Card for an amount of the anticipated bill plus an amount of up to 20% or more of the total bill to cover additional items such as tips and incidentals to ensure that adequate funds are available to cover the final purchase (“preauthorisation amount”).
- An amount authorised or approved in the above way means your Card Balance will be reduced by this preauthorisation amount for up to 15 days from the date the request is made, unless settled or cancelled earlier by the merchant. Please note that the preauthorisation will not be visible in your transaction history.
- The entire amount of the authorisation or approval will be automatically cancelled 15 days after the date the authorisation request was made. Only the amount actually spent will be deducted from your Card Balance

once the transaction is completed. If the amount spent is less than the preauthorisation amount, then the difference will be credited back to your Card.

You may not make pre-authorized regular payments through the use of the Card. Certain businesses may not accept the Card as a means of pre-authorising expenditure.

9. Card Replacement, Expiry and Renewal

As soon as you become aware that:

- the Card has been misused, lost or stolen;
- the Card is damaged or not working properly;
- there is a breach to the Security of a Pass Code; or
- there is reason to believe any of the above might occur or might have occurred,

then you must promptly make a report to us by calling Customer Care. You can also ask us to block a lost, stolen or damaged Card via the Website.

- Provided your contact details are current, you may request a replacement for your Card if it is lost, stolen or damaged by contacting Customer Care. Replacement Cards are sent to you at your nominated address. Replacement Cards cannot be sent to an address outside of Australia.
- We reserve the right, in our sole discretion, to decide whether to issue a replacement Card. If we do issue a replacement Card, the Card Balance from your lost, stolen or damaged Card will be reinstated on the replacement Card after any transactions (including Unauthorised Transactions for which you are liable under these Terms and Conditions) or other amounts that we are entitled to debit against the Card Balance, together with any fees relating to the issue of your replacement Card, have been deducted from the Card Balance.
- If you are issued a replacement Card you must activate your replacement Card upon receipt either by SMS or by calling Customer Care and following the Customer Care prompts.
- To activate a replacement Card by SMS please use your registered mobile phone number (without blocked caller ID). Text "UNBLOCK" followed by the last 4 digits of your Card Number (the 16 digit number on the front of the Card) to "19711". Include a space. e.g. "UNBLOCK 1234".
- If you are issued with a new or replacement Card you should obtain a new PIN.

9.1 Card expiry and Card renewal

- The Card is valid until the Expiry Date. The Expiry Date is printed on the front of the Card. The Card cannot be used after the Expiry Date. Value cannot be loaded onto the Card after the Expiry Date. However, you will still be able to obtain a refund of the balance of the Card, less any applicable fees (refer to the Fees & Limits Tables in clause 7).
- A new Card may automatically be issued to you prior to the Expiry Date where:
 - a) the Card has been used within 6 months of the expiry date; and
 - b) your details are up to date (including your name and Australian address) with us.

9.2 Card revocation and Card closure

- We may revoke the Card at any time without 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 your Card, you must give us your correct name and contact details. If you fail to cease use of the revoked card we may take legal proceedings or such other steps (that we, in our sole discretion, consider reasonable) in order to recover the card from you.
- You may ask for your Card to be closed at any time. If you ask for your Card to be closed and we ask you to, you must surrender or destroy the closed Card and you must not use the closed Card.
- On the revocation or closure of your Card, we will pay the Card Balance to you when:
 - a) we are satisfied there are no un-cancelled or unexpired authorisations or approvals on the Card;
 - b) we are satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Card Balance;

- c) if we require it, we have received the surrendered or cancelled Card from you; and
- d) you give us instructions, in a form we require, for the payment of the Card Balance to you.

If your Card is expired, closed or revoked before you have received or spent any value refunded to the Card, the Card will not be able to accept refunds, regardless of whether or not the original transaction to which the refund relates was made using the Card.

- If the Card is closed, we will refund any available Card Balance (less any fees). You will receive payment in Australian Dollars. The relevant amount will be deposited into your nominated Australian bank account. Any amounts that are un-cancelled, pre-authorized or “held” will not be available for cash out until the pre-authorization has been cancelled or the “held” amounts released by the merchant and the relevant amounts are available for spending or withdrawal. A Currency exchange rate will apply to any payment of funds to your bank account that are held in foreign Currency.
- If we agree to pay you the Card Balance on revocation or closure of your Card in accordance with these Terms and Conditions, any non-AUD funds will be converted into Australian Dollars and a currency conversion will be performed at the prevailing exchange rate determined by Tuxedo.
- You can also close your Card at any time by contacting us. Where you ask for your Card to be closed, all applicable fees (see Fees and Limits in clause 7 of the Terms and Conditions) will be deducted from any payment of the Card Balance made to you.

9.3 Refunds

- 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 refund to the Card, a cash refund or a store credit.

9.4 Emergency Assistance

- In an emergency situation, for example if your Card has been lost, stolen or is damaged whilst travelling, you may request emergency assistance in the form of an Emergency Cash Transfer by calling 1300 711 299 (from within Australia) or +61 03 9092 0410 (from overseas)
- If you request an Emergency Cash Transfer we will use our best endeavours to arrange for such a transfer to be made available to you via a global money transfer agent. However, we are not able to promise that an Emergency Cash Transfer will be available, or able to be provided to you without delay. The availability of an Emergency Cash Transfer may vary depending on your location.
- An Emergency Cash Transfer is also subject to available funds on the Card being sufficient to cover the amount requested and the Emergency Cash Transfer Fee (if applicable).
- Where you request an Emergency Cash Transfer, Customer Assistance will need to verify your details and collect certain information from you, including but not limited to your contact details, the country and city in which you require an Emergency Cash Transfer, the AUD value of the Emergency Cash Transfer you require and the currency you would like the Emergency Cash Transfer to be provided in.
- You will need to provide identification in the location in which you would like to receive emergency funds in order to collect an Emergency Cash Transfer.
- For information on Card replacement, please refer to section 9.2 of these Terms and Conditions.

10. Your PIN and Card security

- You can retrieve your PIN for free by logging onto the Website or by calling Customer Care once you have purchased the Card.
- You must make sure that you keep the Card and any Pass Code safe and secure. The precautions we require you to take (“Security Requirements”) are set out below.
- You must not:
 - a) allow anyone else to use the Card;
 - b) interfere with any magnetic stripe or integrated circuit on the Card;
 - c) unnecessarily disclose the Card number;

- d) write the Pass Code on the Card;
 - e) carry the Pass Code with the Card;
 - f) record the Pass Code on anything carried with the Card or liable to loss or theft simultaneously with the Card, unless you make a reasonable attempt to protect the security of the Pass Code;
 - g) voluntarily disclose the Pass Code to anyone, including a family member or friend;
 - h) fail to comply with any instructions we give about keeping the Card and any Security Details safe and secure; or
 - i) act with extreme carelessness in failing to protect the security of a Pass Code.
- You must comply with any instructions we give about keeping the Card safe and secure because failure to do the above may increase your liability for loss.
 - You cannot change your PIN.
 - If you forget your PIN, you can request a free PIN reminder by SMS, by calling Customer Care, or by logging onto the secure area of the Website.
 - Should an incorrect PIN be entered three times when a transaction is attempted using your Card, your Card will be blocked. You can phone Customer Care to have your Card unblocked and may need to use PIN Services at an ATM where PIN unblocking is supported.
 - Your Card may be retained by an ATM should an incorrect PIN be entered three times. Should your Card be retained by any ATM and cannot be immediately recovered, your Card is deemed to be lost or stolen. You will need to contact Customer Care to report your Card as lost or stolen and request a replacement Card.

TIPS ABOUT PIN SECURITY

- Do not record a PIN in reverse order, or disguise it as a phone number or date where no other phone numbers or dates are recorded.
- Do not record a PIN in an easily decoded format based on the alphabet (eg. A=1, B=2, etc).
- Do not record a PIN in a series of numbers with the actual numbers circled or highlighted in any way.
- Do not allow anyone to watch as the PIN is entered into an ATM or other device.

Note: These tips do not determine responsibility for losses arising from Unauthorised Transactions. Your liability for losses arising from Unauthorised Transactions is covered in clause 12.

11. What are limitations on the use of the Card?

- A limit of one Card applies per person.
- Purchase of the Card is limited to Australian residents only.
- We may restrict or stop the use of the Card if excessive use of the Card is detected or other suspicious activities are noticed, including a suspected breach of any laws or regulations in any country.
- Some Merchants may choose not to accept Visa prepaid cards.
- When buying petrol, you must pay for the petrol purchase at the petrol station counter and not at any automated fuel dispensers (i.e. not at the pump).
- 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, the purchase of money orders, transactions with financial institutions and transactions at pawn shops.
- When using the Card with some Merchants (such as hotels, taxis, rental cars, restaurants, cruise ships) or for mail order purchases, Card “tolerance limits” may apply. This means that the Merchant may request confirmation that your Card has a sufficient Card Balance to meet the anticipated cost of goods and services it will provide. See clause 8 of these Terms and Conditions for further information on preauthorisation.
- You may not use your BSB number or your Card’s 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.

- Most ATM operators limit the minimum and maximum amounts that can be obtained in a single transaction. These amounts may also be limited (in some countries) by regulatory controls. See also the other limits that are applicable in clause 7.

11.1 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 Pass Code, you must immediately notify Customer Care. 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.
- You must assist us and the police in any enquiries and attempts to recover a lost or stolen Card.
- If any lost Card is subsequently found it must not be used unless we confirm it may be used.

12. 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:
 - a) fraud or negligence by our staff or agent, a third party involved in networking arrangements, or a Merchant that is linked to the electronic funds transfer system or their employees or agents,
 - b) a Card, Identifier or Pass Code which is forged, faulty, expired or cancelled,
 - c) a transaction that occurred before you received the Card and/or Pass Code (including a reissued Card and/or Pass Code),
 - d) a transaction being incorrectly debited more than once to the same Card,
 - e) an Unauthorised Transaction performed after notification to us that your Card has been misused, lost or stolen, or that the security of the relevant Pass Code has been breached;
 - f) a transaction made using an Identifier without a Card or Pass Code.
- Where we can prove on the balance of probability that you contributed to the losses resulting from Unauthorised Transactions:
 - a) through your fraud; or
 - b) by failing to comply with the Security Requirements,

then you are liable for the actual losses which occur before we are notified of the loss, theft or misuse of your Pass Code or Card or a breach of the Security Requirements.

- However, you will not be liable for any loss on any day, or in any period, exceeding any applicable transaction limit for that day or period and you will not be liable for loss in excess of the Card Balance.
- If you leave your Card in an ATM, you will be liable for all losses arising from Unauthorised Transactions in relation to your Card as long as the ATM incorporates reasonable safety standards that lessen the risk of your Card being left in the ATM (e.g. ATMs that capture cards that aren't removed or which require a user to swipe and then remove a card before commencing the transaction).
- You will be liable for losses resulting from Unauthorised Transactions where we can prove on the balance of probability that you have contributed to the losses through unreasonably delaying notification of the misuse, loss or theft of a Card or that the security of the relevant PIN has been breached. Your liability in this case is limited to losses occurring between the time that you became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen Card, but you will not be liable for any loss on any day, or in any period, exceeding any applicable transaction limit for that day or period and you will not be liable for loss in excess of the balance of the Card available for transactions using the Card.
- If it is unclear whether or not you contributed to the loss caused by an Unauthorised Transaction that required a Pass Code, the amount of your liability will be limited to the least of:

- a) \$150;
 - b) the actual loss at the time we're notified that the security of the Pass Code was breached or the Card has been lost, stolen or used without your permission (limited by the applicable daily or period transaction limits over the relevant timeframe); and
 - c) the balance of the funds available for transactions using the Card.
- For Card transactions that don't need a Pass Code, you're not liable for any Unauthorised Transactions unless you have unreasonably delayed notifying us of the loss, theft or unauthorised use of the Card.

13. Liabilities and disclaimers

We are not liable:

- if, through no fault of our own, the Card Balance is insufficient to cover a transaction;
- if circumstances beyond our control prevent a transaction, despite any reasonable precautions having been taken by us;
- for any failure due to events outside our reasonable control;
- for any industrial dispute;
- for any ATM refusing to or being unable to accept the Card;
- for the way in which any refusal to accept the Card is communicated;
- for any indirect, special or consequential losses;
- for any infringement by you of any currency laws in the country where the Card is issued or used;
- for any dispute between you and the supplier of any goods or services purchased with the Card;
- for taking any action required by any government, federal or state law or regulation or court order;
- for anything specifically excluded or limited elsewhere in these Terms and Conditions;
- for a transaction being delayed, blocked or refused for any of the reasons set out in these Terms and Conditions;
- for any emergency cash or card transfer not being able to be provided to you.

However, your liability for Unauthorised Transactions will be determined according to the ePayments Code.

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:

- a) correcting any errors; and
- b) refunding any charges or fees imposed as a result.

Our liability in any event (other than in relation to Unauthorised Transactions) shall not exceed the amount of the Card Balance.

If any guarantees, warranties or conditions are implied because of Part 2 of the Australian Securities and Investments Commission Act 2001 or any similar law in respect of services supplied under these Terms and Conditions or in connection with the Card, then our liability for a breach of such a guarantee, warranty or condition will in any event be limited to:

- the supplying of the services again; or
- the payment of the cost of having the services supplied again.

Neither the Issuer nor Tuxedo or any of Tuxedo's related bodies corporate:

- 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); or
- are liable for any loss you suffer (including indirect or consequential loss) arising in connection with the Card (whether for a failure to provide the Card or for 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 the term.

14. Anti-Money Laundering compliance

We are subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and related laws and regulations (AML/CTF Laws). You must not knowingly put us in breach of the AML/CTF Laws.

We may delay, block or refuse to process any transaction without incurring liability:

- You must provide all information to us which we reasonably require in order to manage anti-money laundering or counter-terrorism financing and economic and trade sanctions risks or to comply with any laws or regulations in Australia or any other country. We may ask you to provide additional information in relation to your identity and/or source of funds at any time.
- Where required by relevant law, for example where you appear to be a “proscribed person”, you acknowledge that we may be required to block access to the Card and immediately refuse to process or complete any transaction or suspend or terminate our arrangements with you. You agree that under these circumstances we are under no liability to you.
- Where we have reasonable grounds to believe that allowing the transaction to occur may breach any laws or regulations in any country, including the AML/CTF Laws in Australia;
- Where we suspect that a transaction involves any person (natural, corporate or governmental) that is sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions or that has been listed or named by any government or independent authority as a person who is in any way suspected of being involved (or potentially involved) in terrorism or in any activities connected with terrorism imposed by Australia, the United Nations, the European Union or any country; or
- Where we suspect that the funds involved in the transaction may directly or indirectly be applied for the purposes of unlawful conduct.

If any transaction is delayed, blocked or refused for any of the above reasons, we are not liable to you for, and you indemnify us against, any and all loss incurred by you or any other person arising out of such delay, block or refusal of a transaction.

15. Personal Information and Privacy

- By purchasing and using the Card you consent to Tuxedo, the Issuer and Distribution Outlets, (in this clause referred to as "we"), collecting, using and disclosing your Personal Information under these Terms and Conditions. You must notify us immediately of any changes to your address by calling Customer Care. Other contact details may be changed by accessing the Website and typing the relevant changes yourself, or by contacting us.
- You should also contact us if you change your name by calling Customer Care. 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 to us.
- You may be required to provide information to the Issuer and Tuxedo (including evidence of identity) when purchasing the Card or adding additional funds to the Card.
- The Issuer will take all reasonable precautions to keep Personal Information secure and protect it under the Privacy Policy.
- The Issuer is also required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 to collect Personal Information to identify you and verify your identity.
- Without your information we cannot make the Card available to you and you should not purchase the Card.

- If you provide us with Personal Information about someone else, you should ensure that you are authorised to do so and agree to inform that person of the contents of this notice.
- We may exchange your Personal Information with each other and with third parties to facilitate the provision of the Card services and related services, to monitor compliance with these Terms and Conditions and for data analysis, anti-money laundering, detection of crime, legal compliance and fraud prevention purposes. The Issuer and Tuxedo may also disclose Personal Information to collection agencies and lawyers in the event that we seek to recover any money that you owe under these Terms and Conditions.
- Your Personal Information will be disclosed outside Australia to overseas recipients including Japan, New Zealand, Singapore, India, China, the UK, France, Philippines, Canada, Germany and the US.

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. You can elect to not receive further notifications by clicking on the unsubscribe link in the marketing material or by contacting us. You also consent to us sending SMS's to your mobile phone to advise you of Card features or information relevant to your Card, such as low balance alerts. If you have provided us with your mobile phone number we may also send you low balance and other Card related alerts via SMS.

Your Personal Information may also be used where we are required or permitted to do so as a result of any government laws and regulations, by a court order or by any business or persons to whom we transfer our rights and obligations under the agreement between you and the Issuer which is governed by these Terms and Conditions.

We will continue to keep Personal Information that is necessary after the expiry of the Card or closure of your Card on the same terms as are set out above.

You are entitled to ask the Issuer or Tuxedo to supply you with any Personal Information that we hold about you. You must submit your request in writing and may be required to provide evidence proving your identity. We will delete any incorrect information or correct any errors in any of your Personal Information that come to our attention.

To aid us in the provision of the services provided under these Terms and Conditions, in the interests of security, and to help the Issuer and Tuxedo maintain and to improve their level of service, all telephone calls may be recorded and/or monitored.

You agree that we may disclose any information concerning you to:

(a) any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere; and

(b) any person we use to make payment for the purpose of compliance with any such law or regulation.

- Our Privacy Policies set out how you can access and correct information we hold about you, how you can complain about a breach by us of your privacy rights and how your complaint will be handled. Our Privacy Policies are available at:

Issuer: www.heritage.com.au

Tuxedo: www.7elevenjustgo.com.au

16. Communications (notices)

You agree that we may give written notices or other communications to you under or in connection with these Terms and Conditions either:

- by writing to you at your residential or postal address last known to us;
- by giving it to you personally or leaving it at your residential or postal address last known to us;
- by electronic communication to your e-mail address last known to us; or
- if the notice or communication is not personal to you – by publishing it on the Website.

For the purpose of giving you information that we are required to provide under the ePayments Code:

- we will do so by electronic communication;
- you have the right to vary your nominated e-mail address;
- you have the right to terminate your agreement to receive the information electronically; and
- you have the right to ask us for a paper copy of the information that we provided electronically for up to seven years after we have communicated it electronically.

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

- set out in the body of the e-mail;
- included as an electronic document attached to the e-mail; or
- made available at the Website for retrieval by you (with the e-mail advising you of this and of the general nature of the information, and giving you the ability to readily retrieve the information electronically).

If we give a notice or other communication to you:

- by writing to you – you are taken to have received it when it would be delivered in the ordinary course of the post;
- by giving it to you personally or leaving it for you – you are taken to have received it on the day of delivery; or
- electronically – you are taken to have received it on the day it is transmitted.

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

- You agree that, for the purpose of telephone communications originated or received by us or Customer Assistance or through the Website, and for the purpose of electronic communications received by us or Customer Assistance or through the Website, we or Customer Assistance or the operator of the Website:
 - may verify your identity by reference to any or all of the information given by you when purchasing the Card or during Registration or any changes made to this information; and
 - may proceed on the basis that we or they are dealing with you if satisfied by that verification.
- You must notify us immediately of any change to your address and other contact details either through the Website or by contacting Customer Care. You should also contact Customer Care if you change your name. We will not be responsible if you do not receive any notice or correspondence that has been sent in accordance with the contact details you have provided.

• The Issuer and Tuxedo 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.

• Information sent over the internet may not be completely secure and the internet and Website are not controlled or owned by the Issuer or Tuxedo so neither the Issuer nor Tuxedo can guarantee that they will function at all times and the Issuer and Tuxedo accept no liability for unavailability or interruption or for the interception or loss of Personal Information or other data.

17. Changes to these Terms and Conditions

We may change these Terms and Conditions at any time. A change may:

- change the fees payable under these Terms and Conditions or bring in new fees;
- bring in new Terms and Conditions;
- alter these Terms and Conditions in some other way.

We will notify you in advance of most changes on the Website, which will take effect no earlier than 20 days after the notification. However, changes necessitated by an immediate need to restore or maintain the security of the system in which the Card is used can be made subject to the law and the ePayments Code without prior notice.

We can give advance notice of a change by:

- publishing it in a notice or advertisement in a major daily newspaper distributed in Australia; or
- placing it on our Website; or
- email, letter or circular; or
- notification on or with an account statement or other written notice we send to you; 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.

We do not maintain the Website. You agree that we are not responsible for any content on the Website other than content relating specifically to you, the Card Balance or the Card.

18. Third Parties

The Issuer may transfer its rights and obligations under its agreement with you to any other person or business. If this happens, the person or business to which this agreement is transferred assumes all of the Issuer's rights and obligations under the agreement. From then on, references in these Terms and Conditions to the Issuer are to be read as references to the person or business to which the agreement was transferred.

Except in those circumstances, nothing in these Terms and Conditions will confer on any third party any benefit or the right to enforce any terms of the agreement between you and the Issuer.

19. 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.