

FUJITSU FREE MONEY

AUSTRALIA'S FAVOURITE AIR™

FUJITSU



Product Disclosure Statement

Card Terms & Conditions



VISA

About this Product Disclosure Statement

The Product Disclosure Statement (“PDS”) is issued by Heritage Bank Limited ABN 32 087 652 024 AFSL 240984 Australian Credit License Licence 240984 as a requirement under the Corporations Act 2001.

This PDS is an important document designed to assist you in deciding whether to acquire the Prepaid VISA Card financial product to which it relates – the Fujitsu Free Money Prepaid Visa Card (the “Card”).

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

This PDS is issued and dated 1 April 2014.

Updates relating to this PDS

Information in this PDS that is not materially adverse information is subject to change for time to time. You may access this updated information via the internet at www.activatemycard.com.au/fujitsu. Alternatively, you may request a paper copy of this information free of charge from the distributor on the details below. The information which the Issuer will make available by way of these updates is subject to change from time to time.

Definitions of terms used in the PDS

Activate means you going to the Website and following the instructions given to enable the Card to be used for transactions.

ATM means an automated teller machine that accepts Prepaid Visa Cards for cash withdrawals (fees apply).

Available Balance means the monetary value recorded by us as loaded for transactions using the Card, as denominated in Australian dollars, less any purchases, authorisations, cash withdrawals, fees and charges and other amounts debited under these conditions of use.

Card means the Fujitsu Free Money Prepaid Visa Card.

Customer Assistance means and any additional or replacement phone number or numbers we notify to you as customer assistance numbers for the purposes of the Terms and Conditions from time to time.

Distributor means emerchants Payment Solutions Limited ABN 30 131 436 532, AFSL 404131.

ePayments Code means the ePayments Code (formerly known as the Electronic Funds Transfer Code of Conduct) issued by the Australian Securities and Investments Commission on 20 September 2011 and includes any subsequent amendments or replacements that the Issuer adopts.

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).

Issuer means Heritage Bank Limited ABN 32 087 652 024.

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 Card PIN and the 'memorable word' and 'access code' required to allow online access to your Card details.

PDS means this Product Disclosure Statement.

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 Card's personal identification number.

Product means a Fujitsu Inverter Air Conditioner or Inverter Air Conditioning System.

Requirements means the Security Requirements described under the section entitled "Security of Cards and PIN"

Terms and Conditions means these terms and conditions in Part B: Terms and Conditions of this PDS, as varied or added to from time to time.

Unauthorised Transaction means a transaction not authorised by you, but does not include any transaction carried out by you or by anyone performing the transaction with your knowledge and consent.

We, us, our means the Issuer.

Website means www.fujitsuvisa.com and any additional or replacement website we notify to you as the website for the purposes of the Terms and Conditions from time to time.

You, your means the person to whom a Card is or has been issued (and identified on the Card).

Part A: Product Information

What is the card?

The Card is a Prepaid VISA card.

Once it has been activated, the Card can be used to make purchases from retailers that accept Prepaid VISA cards for electronic transactions.

Once it has been activated, the Card can also be used to withdraw cash from participating VISA ATMs and financial institution outlets. (fees apply)

The card accesses only the value that is loaded to the card. It is not a credit card.

Who issues the card?

The issuer of the Card, and the financial product under which the Card is issued, is Heritage Bank Limited ABN 32 087 652 024. AFSL 240984 ("Issuer").

The Issuer is an authorised deposit-taking institution and the holder of Australian Financial Services Licence no. 240984 and if you acquire the Card you will have a contract with Heritage, not with EPSL.

The Issuer can be contacted at:

PO Box 190
Toowoomba QLD 4350 Australia
Phone: 13 14 22

Who distributes and administers the card?

The Distributor, emerchants Payment Solutions Limited ("EPSL") ABN 30 131 436 532, arranges for the issue and distribution of the Card and provides services to the Issuer in connection with the administration of the Card. The Distributor and the Issuer are unrelated companies.

The Distributor can be contacted at:

Locked Bag 5
Fortitude Valley BC QLD 4006 Australia
Phone: 1300 739 889
Internet: www.emerchants.com.au

Who can get the card?

The Card may be offered to you in connection with your purchase of the Product.

You cannot apply for or obtain the Card unless you have purchased the Product and received a Card from us along with this PDS.

What is the relationship between the Card and the Product?

The Issuer is not the retailer or manufacturer of the Product. Any matter between you and the retailer or manufacturer of the Product is solely between you and those parties and does not involve the Issuer or the Distributor.

This means, for example, that:

- if the retailer or manufacturer of the Product represents that the Card will be made available to you, it is not the responsibility of the Issuer or the Distributor if the Card is not made available to you;
- if the retailer or manufacturer represents that the Card will have a particular Available Balance when it is made available to you, it is not the responsibility of the Issuer or the Distributor if the Card does not have that Available Balance when it is made available to you;
- neither the Issuer nor the Distributor is responsible for any representation or warranty made, or implied by law, by or on behalf of the retailer or manufacturer of the Product;
- neither the Issuer nor the Distributor is responsible for any breach of contract, negligence or breach of any law or legal duty by or on behalf of the retailer or manufacturer.
- If you buy the Product and expect to receive a Card with a particular Available Balance but do not receive it, you need to take this up with the retailer or manufacturer of the Product (depending on who promised or represented to you that you would receive a Card).

Roles and Responsibilities of the Distributor & Issuer

EPSL is responsible for the promotion and distribution of the Card and is also responsible for providing various cardholder services under its own Australian Financial Services Licence.

If EPSL or someone representing EPSL gives 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, then EPSL and not Heritage is responsible for that advice. No one is authorised to give any financial product advice about the Card on Heritage's behalf.

Heritage is a member of VISA and is the issuer of the Card and all cards associated with the Card. Heritage is responsible for the settlement of transactions effected through the use of the Card, but may outsource these functions to service providers.

Neither EPSL, 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; or
- do anything else on Heritage's behalf, other than marketing, arranging for the issue of
- and providing customer services for the Card.

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

What are the significant benefits of the Card?

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

What are the significant risks of the Card?

On the expiry, revocation or cancellation of the Card, you will forfeit any remaining Available Balance and you will not be given any prior notice of this.

Unauthorised transactions can happen using the Card if it is lost or stolen, a personal identification number (PIN) is revealed to an unauthorised person, as a result of fraud or if you breach the Terms and Conditions of the Card outlined in this PDS.

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.

The card could be lost, destroyed or stolen.

Other important information

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

Queries and complaints

If you have a query about the card, you should initially direct the query to Fujitsu Free Money Prepaid Visa Card Customer Assistance on 1300 079 267 or the Distributor by email to clientservices@emerchants.com.au.

If you have a complaint relating to the Card, you should contact the Distributor. The Distributor will handle all complaints that are referred to it according to its internal dispute resolution procedure (and the ePayments Code, where the complaint relates to a transaction covered by the ePayments Code).

The Distributor's internal dispute resolution procedure requires that the Distributor seeks to resolve your complaint within 21 days, although it is not always possible to do so.

If the Distributor is unable to resolve your complaint to your satisfaction within 45 days, you may be eligible to escalate the complaint to the Distributor's external dispute resolution service. The period of 45 days may be extended in exceptional circumstances or where the Distributor decides to resolve the complaint under the rules of the VISA scheme.

If you wish to escalate the complaint, please tell the Issuer, who will facilitate the referral free of charge. The Issuer's external dispute resolution service is the Financial Ombudsman Service – see details below.

If you have a complaint about Heritage in relation to the Card, or if you have made a complaint to the Distributer that you feel is not satisfactorily addressed, you may contact Heritage Bank directly:

Heritage Bank Limited
PO Box 190
TOOWOOMBA QLD 4350

Phone: 13 14 22 (from within Australia) or
+61 7 4694 9000 (from outside Australia)

Heritage will handle all complaints that are referred to it according to its internal dispute resolution procedure (and the ePayments Code, where the complaint relates to a transaction covered by the ePayments Code).

Heritage's dispute resolution procedure requires that Heritage seeks to resolve your complaint within 21 days, although it is not always possible to do so. If your complaint is about something that Heritage is not responsible for, then Heritage may not be able to deal with it.

If Heritage is unable to resolve your complaint to your satisfaction within 45 days, you may be eligible to escalate the complaint to Heritage's external dispute resolution service. The period of 45 days may be extended in exceptional circumstances or where Heritage decides to resolve the complaint under the rules of the VISA scheme. Heritage's external dispute resolution service is the Financial Ombudsman Service – see details below. If you wish to escalate the complaint, please tell Heritage, who will facilitate the referral free of charge.

External dispute resolution service

Both the Distributer and Heritage are members of the Financial Ombudsman Service (FOS) whose contact details are below.

Financial Ombudsman Service (FOS)
Mail: GPO Box 3, Melbourne, VIC, 3001
Phone: 1300 78 08 08
Fax: 03 9613 6399
Email: info@fos.org.au
Website: www.fos.org.au

Part B: Terms and Conditions

About 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, Activating the Card or using the Card, you agree to be bound by these Terms and Conditions (but these are not the only ways that you can be taken to have agreed to be bound by these Terms and Conditions).

You agree that the information in Part A: Product Information of this PDS forms part of these Terms and Conditions, except to the extent that it is expressly negated or qualified by these Terms and Conditions.

Before you use the card

You must activate the Card prior to any use.

You must also sign the back of the Card before it is used.

If other people use the card

Allowing someone else to use the Card is completely at your discretion. All transactions using the Card (whether by you or someone else) are your responsibility.

By agreeing to these Terms and Conditions, you agree that you are financially responsible for all uses of the Card.

By agreeing to these Terms and Conditions, you also:

- acknowledge that you have been given a copy of the PDS in which these Terms and Conditions are included; and
- acknowledge and agree to the information and disclosures contained in the PDS.
- If you are an individual or small business (as defined in the Customer Owned Banking Code of Practice) we are bound by the Customer Owned Banking Code of Practice when we provide the product and services to you.
- The Available Balance is available for transactions using the Card in accordance with these Terms and Conditions until the expiry, revocation or cancellation of the Card, but does not belong to you.

The ePayments Code

The Issuer is a subscriber to the ePayments Code. We warrant that, for as long as we remain a subscriber to the ePayments Code, we will comply with it in our dealings with you relating to the Card.

The card

The Card is a Prepaid VISA card.

The Card is not reloadable or rechargeable. The Card has been preloaded with value for use. You cannot add funds to its Available Balance.

The Card allows cash withdrawals at ATM's and purchases to be made wherever Prepaid VISA cards

are honoured if a sufficient Available Balance exists for the amount of the transaction.

The Card is not a credit card.

The Card remains the property of the Issuer and you must surrender the Card to the Issuer if we or our agent ask for them to be surrendered.

We will debit against the Available Balance any transaction you authorise using the Card and you will be responsible for any Negative Balance arising from those transactions. We can treat a transaction as authorised by you:

- when the Card, together with the PIN, is used in conjunction with electronic equipment (including an ATM);
- when you use the Card in conjunction with electronic equipment (including an ATM) but do not need to use the PIN to perform the transaction;
- when the Card is presented to a merchant accepting Prepaid VISA cards along with a voucher or other document (in a form acceptable to the Issuer) signed by you;
- when the Card details are given to a merchant accepting Prepaid Visa Cards (or someone else on behalf of a merchant) in a way acceptable to the Issuer, such as over the phone or internet; or
- when the transaction is arranged on the Card through the Website or Customer Assistance.

Activating and using the card

You will need to Activate the Card before using it.

The Card can be used anywhere VISA Prepaid cards are accepted to pay for goods and services. Some merchants in Australia may choose not to accept VISA Prepaid cards.

If there is an insufficient Available Balance on your Card to pay for a transaction the Card may be declined or the retailer may allow you to pay the balance by some other means.

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

If you make or attempt to make any transactions that exceed the Available Balance then you will be liable for any Negative Balance plus a fee charged by us, along with any costs or interest we incur in recovering or attempting to recover from you the amount you owe us.

If a Negative Balance arises, that does not mean that a Negative Balance will be allowed to arise or be increased on subsequent occasions. This is the case regardless of whether you have been charged a fee relating to the Negative Balance arising.

You can use the Card as often as you like, subject to the Available Balance on the Card and the limits specified in the section 'Limitations on use of card' in this PDS.

We may restrict or stop the use of the Card if excessive use of the Card or other suspicious activities is noticed.

You cannot "stop payment" on any transaction after it has been completed. If you have a problem with a purchase made with a 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 the Distributor through the Website or Customer Assistance. You should not, in any circumstances, contact VISA.

If you are entitled to a refund for any reason relating to a Card transaction, you agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to the

Card, cash refund or in-store credit. If the Card expires or is revoked before you have spent any addition to the Available Balance 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.

If a person reports that a mistaken payment has been made from the person's account to your Card, you agree that:

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

We are not liable in any way when authorisation is declined for any particular transaction regardless of reason.

The Card may be used at ATMs that accept VISA cards. ATM transaction fees and charges will apply. These are in addition to any ATM operator fees that vary by ATM operator. All ATM fees and charges will be automatically debited against the Available Balance. After the amount available on your Card has been exhausted or if there are insufficient funds, ATM transactions will be declined.

You may not make pre-authorized regular payments through the use of the Card.

You are responsible for all transactions using the Card.

If you permit someone else to use the Card, you will be responsible for any transactions initiated by that person with the Card.

Fees and charges

You agree to pay us the fees and charges provided in these Terms and Conditions. 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. No fees will be incurred if there is a zero balance on the card.

Please note that \$2.00 has been added to your Fujitsu Free Money Visa Card to assist with any ATM withdrawal. Please note ATM operator fees vary (see below).

The fees and charges applying are as follows:

Online Fees

Available Balance enquiry..... no charge
Online enquiry..... no charge

Automatic Teller Machine (ATM) Fees

Domestic ATM fees vary per operator see below

Other Fees

Replacement Card \$20.00

Foreign exchange fee of 2.99% of the Australian dollar amount of the transaction (if Card is used for purchases or withdrawals in any currency other than Australian dollars or purchases with any merchant located outside Australia (see example below).

Card Expiry Fee

The Available Balance on the Card at the time of its expiry (see example below)

Any government duty, tax or charge relating to the Card or any transaction will be the amount of the duty, tax or Charge

Example of Foreign Exchange Fee

Suppose you make a purchase from a merchant located outside Australia (in the USA) and, at that time, VISA's prevailing exchange rate is \$1.00 USA = \$1.34 Australian.

If you make a purchase of \$100.00 USA, the Australian dollar amount is $\$100.00 \times \$1.34 = \$134.00$. The foreign exchange fee is therefore $4.5\% \times \$134.00 = \6.03 .

Example of fee charged on expiry of cards

Suppose:

- the Card expires; and
- at the time of expiry, the Available Balance of the Card was \$12.35.

The fee charged on expiry is \$12.35 (equalling the Available Balance at the time of expiry). The Available Balance of the Card in question is reduced to zero.

Limitations on use of card

When buying petrol, you must pay for the petrol purchase at the petrol station counter and not at any automated fuel dispensers (i.e. not at the pumps).

The Card may not be used for, and authorisation may be declined for, any illegal transactions. Authorisation may be declined for any Internet gambling transactions.

When using the Card with some merchants (such as hotels, rental cars companies, restaurants, cruise ships) or for mail order purchases, Card "tolerance limits" may apply as follows:

- The merchant may obtain an authorisation or approval on the Card for an amount up to 20% or more than the total bill (or anticipated bill) to cover additional items such as tips and incidentals or to ensure that adequate funds are available to cover the final purchase.
- The entire amount of the authorisation or approval will be debited and will not form part of the Available Balance until the authorisation or approval clears.
- However, only the amount actually spent or authorised will be finally deducted from the Available Balance after the authorisation or approval clears.

Transaction limits apply to the Card. These limits are as follows:

- Purchases made at VISA merchants in a 24 hour period are limited to \$2,500.00 (or, if lower, the Available Balance).
- ATM withdrawals in a 24 hour period are limited to the lower of \$1,000.00 or any withdrawal limits set by the individual ATM operator (or, if lower, the Available Balance).

PIN

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

You cannot change your PIN.

If you forget or lose your PIN, you will need to request a new Card. Replacement Card fees will apply see 'Fees and Charges' Section.

Should an incorrect PIN be entered three times when a transaction is attempted using the Card, the Card will be temporarily suspended for 24 hours.

Should the Card be retained by any ATM, the Card is deemed to be lost or stolen and hence cannot be recovered. In that event, you will need to contact Customer Assistance and arrange to be issued with a new Card.

Security of Card and PIN

You must promptly notify us if:

- the Card is misused, lost or stolen;
- the Card is damaged or not working properly;
- the security of the PIN is breached in any way; or
- there is reason to believe any of the above might occur or might have occurred.

The notification can be made by phone to Customer Assistance. The notification must then be confirmed in writing. We may require the written confirmation to be made on a particular form or sent to a particular address.

You may request a replacement for your Card if it is lost or stolen, but we reserve the right, in our sole discretion, to decide whether to issue a replacement Card. If we do issue a replacement Card, the remaining Available Balance will be reinstated after any transactions (including Unauthorised Transactions for which you are liable under these Terms and Conditions) or other amounts that we are entitled to debit against the Available Balance, together with the fee relating to the issue of the replacement Card, have been deducted.

- You must ensure that the Card and PIN are kept safe and secure. The precautions we require you to take ("Security Requirements") are set out below:
- You must not:
 - allow anyone else to use the Card;
 - interfere with any magnetic stripe or integrated circuit on the Card;
 - unnecessarily disclose the Card number;
 - write the PIN on the Card;
 - carry the PIN with the Card;
 - record the PIN on anything carried with the Card or liable to loss;
 - voluntarily disclose the PIN to anyone, including a family member or friend;
 - act with extreme carelessness in failing to protect the security of the PIN;
- You must comply with any instructions we give about any Security Requirements and in keeping the Card safe and secure.

Liability for unauthorised transactions

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

- You will not be liable for losses resulting from Unauthorised Transactions where it is clear that you have not contributed to the loss.
- You will not be liable for losses resulting from Unauthorised Transactions that are caused by:
 - fraud or negligence by our staff or agent, a third party involved in networking arrangements, or a merchant that is linked to the electronic funds transfer system or their employees or agents;
 - a Card, Identifier or Pass Code which is forged, faulty, expired or cancelled;
 - a transaction that occurred before you received the Card and/or Pass Code (including a reissued Card and/or Pass Code);
 - a transaction being incorrectly debited more than once to the same Card;
 - an Unauthorised Transaction performed after notification to us that your Card has been misused, lost or stolen, or that the security of the relevant Pass Code has been breached; or
 - a transaction made using an Identifier without a Card or Pass Code.
- Where we can prove on the balance of probability that you contributed to the losses resulting from Unauthorised Transactions:
 - through your fraud; or
 - by failing to comply with the Security Requirements,

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

- However, you will not be liable for any loss on any day, or in any period, exceeding any applicable transaction limit for that day or period and you will not be liable for loss in excess of the Available Balance.
- If you leave your Card in an ATM, you will be liable for all losses arising from Unauthorised Transactions in relation to your Card as long as the ATM incorporates reasonable safety standards that lessen the risk of your Card being left in the ATM (e.g. ATMs that capture cards that aren't removed or which require a user to swipe and then remove a card before commencing the transaction).
- You will be liable for losses resulting from Unauthorised Transactions where we can prove on the balance of probability that you have contributed to the losses through unreasonably delaying notification of the misuse, loss or theft of a Card or that the security of the relevant PIN has been breached. Your liability in this case is limited to losses occurring between the time that you became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen Card but, you will not be liable for any loss on any day, or in any period, exceeding any applicable transaction limit for that day or period and you will not be liable for loss in excess of the balance of the Card available for transactions using the Card.
- If it is unclear whether or not you contributed to the loss caused by an Unauthorised Transaction that required a Pass Code, the amount of your liability is limited to the least of:
 - AU\$150.
 - the Available Balance.
 - the actual loss at the time we are notified that the security of the Pass Code was breached or the Card has been lost, stolen or used without your permission (limited by the applicable daily or period transaction limits over the relevant timeframe).
- For Card transactions that don't need a Pass Code, you're not liable for any Unauthorised Transactions unless you have unreasonably delayed notifying us of the loss, theft or unauthorised use of the Card.

Transaction history

- Your Card balance and transaction history are available at the Website at no charge. The card balance can also be obtained by calling Customer Assistance (call fees and other fees may apply – see Fees and Charges section).
- If you notice any error (or possible error) in any transaction or statement relating to the Card, then you must notify Customer Assistance immediately. We may request you to provide additional written information concerning any error (or possible error) and you must comply with that request.
- It is your responsibility to regularly review your transaction history to identify Unauthorised Transactions.

Card Expiry

The Card is valid until the expiry date shown on the front of the card.

The Card cannot be used after expiry.

On the expiry of the card, you forfeit any remaining available Balance and you will not be given any prior notice of this.

Tips on minimising forfeited balance

By undertaking transactions before the Card expires, the Available Balance forfeited on expiry can be minimised.

If the Available Balance is less than the amount you want to spend, you may be able to arrange with a merchant to pay for part of a transaction using the Card and the balance from your own funds through another payment method.

Card revocation and cancellation

We may revoke the Card at any time without cause or notice. If we or our agent ask you to, you must 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 or our agent ask you to, you must surrender or destroy the cancelled Card and you must not use the cancelled Card.

On the revocation or cancellation of the card, you will forfeit any remaining available Balance and you will not be given any prior notice of this.

Liabilities and disclaimers

- We are not liable :
 - if, through no fault of our own, the Available Balance is not enough to cover a transaction.
 - if circumstances beyond our control prevent a transaction, despite any reasonable precautions having been taken by us.
 - for any failure due to events outside our reasonable control.

- o for any industrial dispute.
- o for any ATM refusing to or being unable to accept the Card.
- o for the way in which any refusal to accept the Card is communicated.
- o for any indirect, special or consequential losses.
- o for any infringement by you of any currency laws in the country where the Card is issued or used.
- o for any dispute between you and the supplier of any goods or services purchased with the Card.
- o for taking any action required by any government, federal or state law or regulation or court order;
or
- o for anything specifically excluded or limited elsewhere in these conditions of use.
- However, your liability for Unauthorised Transactions will be determined according to the ePayments Code.
- Our liability in any event (other than in relation to Unauthorised Transactions) shall not exceed the amount of the Available Balance.
- If any guarantees, warranties or conditions are implied because of Part 2 of the Australian Securities and Investments Commission Act 2001 or any similar law in respect of services supplied under these conditions of use or in connection with the Card, then our liability for a breach of such a guarantee, warranty or condition will in any event be limited to:
 - o the supplying of the services again.
 - o the payment of the cost of having the services supplied again.
- The Issuer and the Distributor:
 - o 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).
 - o are not liable for any loss you suffer (including indirect or consequential loss) arising in connection with the Card (whether a failure to provide the Card or its loss, theft or destruction).
- All conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by applicable laws and regulations.
- Any failure or delay to enforce a term of these conditions of use does not mean a waiver of them.

Foreign transactions

The Available Balance is in Australian dollars.

Transactions made in a currency other than Australian dollars will be subject to the prevailing VISA exchange rate at the time plus a 2.99% foreign exchange fee (see Fees and Charges section).

Communications

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

- by writing to you at your residential or postal address last known to us;
- by giving it to you personally or leaving it at your residential or postal address last known to us;
- by electronic communication to your e-mail address or fax number last known to us or which you last gave us for sending notices and communications to you; or
- if the notice or communication is not personal to you – by publishing a notice in a newspaper circulating nationally in Australia.

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

- we will only do so by electronic communication if you have made a specific positive election to accept electronic communications;
- you have the right to vary your nominated e-mail address or fax number;
- 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 applying for the Card or during Activation or any changes made to this information; and
- may proceed on the basis that we or they are dealing with you if satisfied by that verification.

You must notify us immediately of any change to your address and other contact details either through the Website or by contacting Customer Assistance. You should also contact Customer Assistance if you change your name. We will not be responsible if you do not receive any notice or correspondence that has been sent in accordance with the contact details you have provided.

The Issuer and the Distributer 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.

Changes to these terms and conditions

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

- change the fees payable under these Terms and Conditions or bring in new fees;
 - bring in new Terms and Conditions;
 - alter these Terms and Conditions in some other way.
- We will notify you in advance of most changes on the Website, which will take effect no earlier than 20 days after the notification.
 - However, changes necessitated by an immediate need to restore or maintain the security of the system in which the Card is used can be made subject to the law and the ePayments Code without prior notice.
 - We can give advance notice of a change by:
 - Publishing it in a notice or advertisement in a major daily newspaper distributed in Australia.
 - Placing it on the Website.
 - Letter or circular.
 - Using another method that the law or the ePayments Code allows or requires us to use.
 - When we notify you of a change:
 - We will comply with any applicable requirements under a law of the ePayments Code.
 - Subject to doing that, it will be good enough if the notification or announcement explains the substantial effect of the change.

Parties

The Issuer has the right to transfer the agreement between you and the Issuer, governed by these Terms and Conditions, at any time.

If the Issuer does this, the party to which the agreement is transferred assumes all of the Issuer's rights and obligations under the agreement. From then on, references in these Terms and Conditions to the Issuer or us are to be read as references to the party to which the agreement was transferred.

You cannot transfer any of your rights or obligations under the agreement.

The Issuer may use service providers or agents to perform any function under the agreement and to exercise any or all of the Issuer's rights.

Governing Law

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

Privacy and information collection

- The Distributor and the Issuer, (in this clause, referred to as “we”), collect your personal information so that we can establish and administer the Card provided to you. We may also use your personal information to tell you about products and services offered by us or our affiliate companies and to conduct customer satisfaction surveys to improve our products and services.
- The Issuer is also required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 to collect personal information to identify you and verify your identity.
- Without your information we cannot make the Card available to you and you should not purchase the Card.
- If you provide us with personal information about someone else, you should ensure that you are authorised to do so and agree to inform that person of the contents of this notice.
- We may exchange your personal information with each other and with third parties in the normal operations of our business, for example with our corporate partners and affiliates, related companies and agents, government agencies, service providers (such as auditors, IT support and mailing houses) and providers of services which protect against potential fraud and other crimes. If you owe us money, we may also exchange your information with entities such as lawyers and debt collectors. We also disclose your personal information overseas to countries including New Zealand, Singapore, India, China, the UK, France and the US.
- By purchasing the Card you consent to us collecting, using and disclosing your personal information under these terms and conditions in the manner described above.
- Our Privacy Policies set out how you can access and correct information we hold about you, how you can complain about a breach by us of your privacy rights and how your complaint will be handled. Our Privacy Policies are available at:

Issuer: www.heritage.com.au

Distributor: www.emerchants.com.au/privacy

- You may contact the Issuer’s Privacy Officer in relation to your personal information (or to opt out of marketing) on 131422 or feedback@heritage.com.au.
- You may contact the Distributor’s Client Services Team in relation to your personal information by emailing your query to support@emerchants.com.au.

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