

# Optus Pay

## Product Disclosure Statement and Conditions of Use

Version 1.3

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# Optus Pay - a Reloadable Visa Prepaid Facility

This is really important information we need to share with you, so we recommend taking the time to read through the details so you can get up to speed.

## INTRODUCTION

### About this Disclosure Statement

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

It's designed to help you decide whether to get the Optus Pay Reloadable Visa Prepaid Facility (the "Facility").

You'll only be able to access the Facility if you have:

- an approved Optus mobile phone service ("Mobile Service"), and
- a mobile device ("Phone") with the Optus Pay software application ("App") activated and installed.

You'll then be able to access and use the Facility to make online or over the phone payments using the Virtual Card.

Plus, to use the Facility to make contactless payments, you'll also need a Payment Device which can be either:

- a Optus Pay Near Field Communication (NFC) SIM card which is inserted in your Phone (if your Phone is a compatible android phone) ("NFC SIM"), or
- an Optus issued Optus Pay NFC enabled payment sticker, Optus Pay NFC enabled band or wearable, or other Optus Pay NFC enabled accessory ("Payment Accessory").

You should read through this PDS, including the Conditions of Use, along with the Optus Pay Financial Services Guide and the Optus Pay App Terms and Conditions. To the extent that the this PDS is inconsistent with the Optus Pay App Terms and Conditions, the terms of this PDS prevail.

The information and advice in this PDS is general in nature only and doesn't take into account your personal objectives, financial situation or needs. You should therefore consider the appropriateness of this advice, having regard to your personal objectives, financial situation or needs when deciding whether to get Optus Pay.

This PDS is dated 31<sup>st</sup> March 2017.

### Updates relating to this PDS

Information in this PDS that is not materially adverse may change from time to time, but you can easily access the most up to date information via the App. You can also ask for a free paper copy of the updated information from Heritage.

## GENERAL DESCRIPTION OF FACILITY (OPTUS PAY)

Once you've loaded funds to the Facility:

- you can access the Facility and the Available Balance to make online or over the phone payments using the Virtual Card; and
- if you have a Payment Device (like the Optus Pay NFC SIM or sticker), you can access the Facility and the Available Balance using the Payment Device to make contactless payments for goods and services, anywhere<sup>1</sup> in the world where Visa prepaid debit cards are accepted
- you can use the App to access the Facility and the Available Balance to transfer funds to another Optus Pay user.

The Facility is not a credit or charge card facility, and the Facility balance does not generate interest or any other similar return. The acquisition of, or the loading of value to, the Facility does not represent a deposit, or investment, with Heritage and isn't covered by the Financial Claims Scheme.

### **Facility Distributor**

Optus Mobile Pty Ltd, ABN 65 054 365 696 ("Optus") is the distributor of the Facility and is an Authorised Representative of the Issuer.

Optus can be contacted via:

Mail: Customer Relations Group, PO Box 306, Salisbury South, South Australia 5106

Phone: 133 937

Internet: [www.optus.com.au](http://www.optus.com.au)

Optus is not the issuer of the Facility.

### **Facility Issuer**

The issuer of the Facility is Heritage Bank Limited ABN 32 087 652 024 AFSL 240984 Australian Credit Licence 240984 and if you acquire the Facility you will have a contract with Heritage<sup>2</sup>.

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

Heritage can be contacted via:

Mail: PO Box 190 Toowoomba, QLD 4350 Australia.

Phone: 13 14 22

### **Roles of the Facility Distributor & Issuer**

Optus is responsible for the distribution of the Facility under an arrangement with Heritage and is also responsible for providing various cardholder services.

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<sup>1</sup> The contactless Visa payWave capabilities of the Facility may not operate properly in some foreign countries (such as the USA) where the payment terminals operate on different technical standards. Any connection to the Internet must be independently sourced by you, and neither Heritage nor Optus bear any responsibility for the costs of the connection, nor the quality of service of the Internet connection, and the resultant experience in using the Facility, particularly on an overseas network.

<sup>2</sup> The terms of the contract are contained in the "Conditions of Use" section of this PDS.

Heritage is a member of Visa and is responsible for the settlement of transactions using the Facility, but may outsource certain functions to service providers. Neither Optus, nor anyone else acting on its behalf, has the authority on behalf of Heritage to:

- tell you anything about the Facility that is inconsistent with the information in this PDS;
- give you financial product advice (that is, a recommendation or statement of opinion intended or that could be reasonably regarded as being intended to influence you in making a decision) about the Facility other than general advice about the Facility contained in marketing materials; or
- do anything else on Heritage's behalf, other than marketing, arranging for the issue of and providing customer services for the Facility.

## SIGNIFICANT BENEFITS

Here are the significant benefits of the Facility:

- The Facility uses Visa contactless payWave technology to pay for goods and services from merchants in Australia and around the world who accept Visa Prepaid debit cards including online purchase transactions (with some exclusions including gambling merchants).
- It's reloadable, so you can load value to it as often as you like during its currency (subject to the applicable limits).
- You only access what you load on the Facility. It's not a credit card.
- It's easy to access your Facility balance and transaction history via the App.
- You can use the App to set up and maintain a direct debit facility with Heritage, so you can automatically top up the balance of your Optus Pay Facility from your nominated Australian bank account.
- You can use the Peer to Peer (P2P) Transfer function on the App to transfer funds from your Available Balance to another Facility holder who has registered via the App. You will also be able to receive funds from another Facility holder who initiates a payment to you.
- If you use a Payment Device to access the Facility, you do not need to carry a separate, physical card in order to access the Facility and your Available Balance to make payments using Visa contactless payWave technology.

## SIGNIFICANT RISKS

Here are the significant risks of the Facility:

- To use the Facility to make online or over the phone payments with your Virtual Card, you'll need to have a Mobile Service and a Phone (with the App properly installed and activated). Additionally, if you wish to use the Facility to perform a Contactless Transaction you'll also need one or more Payment Devices (like an NFC SIM or Payment Accessory).
- The Virtual Card, NFC SIM and any Payment Accessories associated with your Facility have an expiry date. Expiry of your Virtual Card, NFC SIM or any Payment Accessories won't impact your Mobile Service and will not result in the termination of your contract with Heritage or the cancellation of the Facility. However, you will need to get a new Virtual Card through the App for phone or online purchases or get a replacement NFC SIM or Payment Accessory from Optus if you want to keep making Contactless Transactions through the Facility.
- Notwithstanding any ongoing use of your Mobile Service, if you don't make any transactions or loads on the Facility for twelve (12) consecutive months, we'll start charging you a monthly Inactive Card Fee, which will come out of your Facility's Available Balance – until the Available Balance reaches zero. Once the Available Balance is reduced to zero by the Inactive Card Fee, we'll close your Facility with no further notice. Alternatively, you can

request that the Facility be cancelled and your Available Balance be paid out to your nominated Australian bank account.

- If you've got an active Facility, and replace your NFC SIM with a non NFC SIM (including when you get a new Phone), you won't be able to use the Facility to perform Contactless Transactions (although you can still use the Virtual Card to make payments online or over the phone and the App to make P2P Transfers). To start using the Facility again to make Contactless Transactions, you'll need to insert a new NFC SIM (if available for the Phone) or add a Payment Accessory and migrate the Facility onto it in accordance with the Conditions of Use.
- Unauthorised Transactions, unintended transactions (including Contactless Transactions and P2P Transfers) and unauthorised use of the App may occur as a result of fraud or if your Phone or Payment Accessory is lost, stolen or you reveal your Passcode to another person. You'll be liable for losses resulting from Unauthorised Transactions and contactless transactions as set out in this PDS.
- Unauthorised Transactions and unintended transactions (including Contactless Transactions and P2P Transfers) can happen if the electronic equipment interacting with the Facility is operated incorrectly or fraudulently.
- You might not be able to get your money back if Unauthorised Transactions or unintended transactions (including Contactless Transactions and P2P Transfers) occur.
- You'll need an established internet connection on your Phone to access the App in order to check your balance or transaction history. You must independently source a connection to the internet, at your cost, including when attempting to use the App outside Australia.
- You might not be able to access the Facility, or certain features of the Facility, if you forget your Passcode, your Registration details or your authentication questions. If we can't authenticate you as the Facility holder, regardless of your Mobile Service, you may not be able to access, use or cancel the Facility until your identity has been authenticated.
- If your Phone is "jail-broken" or has a customised operating system or firmware, you may not be able to activate the Facility. If this happens after activation, you may be unable to access the Facility on the Phone.
- If any electronic network enabling the use of the Facility is unavailable, you may not be able to undertake transactions or access information using the Facility.
- You may not be able to access the Facility if you forget any of your Passcode, your personal details registered at enrolment (and subsequently updated), or your authentication questions. If we are unable to authenticate you as the Facility holder, irrespective of your Optus mobile service, you may not be able to access, use or close the Facility.
- The Facility is not a fully featured Visa prepaid facility, and owing to its dependency on the Phone or Payment Device, it can't be used for all transactions where a physical Visa prepaid debit card can be used. To avoid any doubt, the Facility cannot be used at payment terminals which don't have Visa payWave, or need a chip or magnetic strip to make the payment.
- The Facility **DOES NOT** allow cash withdrawals, including at ATMs or at merchant EFTPOS facilities.
- The Facility can only be used at payment terminals which offer contactless Visa payWave or for Card Not Present transactions.
- Because your Facility isn't issued with a PIN, you can only use it for Visa payWave transactions that don't need a PIN. It's also limited to Visa payWave transactions under \$100.00, and online (Card Not Present) transactions up to \$250.00. These limits may vary from time to time, and can be outside the control of the Issuer. Some merchants may also set different limits for Visa payWave, which will apply to the Facility. That means, you may not be able to use the Facility to make payments to these merchants.
- It may not operate properly in some foreign countries (such as the USA) where contactless payment terminals operate on different technical standards.

- If we suspect your use of the Facility is for unlawful purposes or to commit, or is an attempt to commit, a fraud in relation to your Facility, the Visa payment system, our Related Partners or any other person, we may cancel your Facility immediately without notifying you. If we cancel your Facility in one of these circumstances, your Available Balance will also be forfeited by you. Also, we may request that you return the Payment Device(s) to a location advised by us within 14 days after receiving such request. If you fail to return the Payment Device(s), we may take legal proceedings or such other steps (that we consider reasonable in our sole discretion) in order to recover the Payment Device(s) from you.
- It is your responsibility to keep your registration details up to date. If your registration details are not up to date you may not receive our notices or correspondence related to the Facility.

## OTHER SIGNIFICANT CHARACTERISTICS AND FEATURES

Here are some other important things that you need to be aware of about the Facility:

- The Facility (including the Available Balance) won't generate any interest or other return.
- The acquisition of, or the loading of value to, the Facility does not represent a deposit with or investment in Heritage.
- If you have another deposit account with Heritage, the value loaded to your Facility won't be counted towards how much money you have on deposit with Heritage for any purpose.
- It **cannot** be used to deposit or withdraw cash at ATM's or from merchants who do not accept Visa prepaid debit cards.
- It **cannot** be used without access to your Phone, App and relevant Mobile Service, and, to use it to make contactless payments, a Payment Device.
- There are certain load, reload and usage limits, including a maximum Available Balance of \$500. See the Fees and Limits section of this PDS and clause 8 (Loading of Value, Available Balance & Limits) of the Conditions of Use for more information.
- The value loaded to the Facility can take up to 3 business days to become available (depending on your financial institution) – this is for both manual loads and automated top ups. In some circumstances it may take longer, such as if there is a delay on your financial institution's side of the transaction.
- If Optus issues you with a replacement Virtual Card, NFC SIM or Payment Accessory (such as when your Virtual Card, NFC SIM or Payment Accessory expires), you'll need to activate the new NFC SIM or add the Payment Accessory in accordance with this PDS. You'll also need to update relevant third parties with any changes in your Visa payment details. Optus and Heritage will not be liable for any declined transactions or associated consequences for using expired payment details.

## FEES AND LIMITS

The following fees and limits apply. Fees and limits are subject to variation in accordance with the Conditions of Use.

### FEES

The fees and charges that apply to your Optus Pay Facility are

LOADING OF VALUE	
Load Fee (each time value is loaded, including via receipt of a P2P Transfer)	No charge
TRANSACTION FEES	
Transaction Fee	No charge
Foreign Transaction Fee	3% of transaction value*
P2P Transfer Fee (for initiating a P2P Transfer)	No Charge
OTHER FEES	
Monthly Fee	No charge
Any government duty, tax or charge relating to the Facility or any transaction	The amount of the duty, tax or charge
Disputed transactions (where transaction turns out to be valid) - This is recovery cost for each disputed transaction you submit, where we find you to be liable for the transaction	\$10.00 per instance
Inactive Card Fee - You'll be charged this each month if you do not load money or make any transactions for twelve (12) consecutive months, commencing 12 months from the last load or transaction.	\$1.95 per month
Cheque Issuing Fee - You'll only be charged this fee if you choose to have your remaining balance paid to you by cheque (instead of an EFT transfer) when cancelling your Facility.	\$10.00

\*This amount will be applied as a margin in addition to the Visa rate in circumstances where a purchase transaction is made in a currency other than Australian dollars. The Visa rate is the exchange rate determined by Visa to be their wholesale rate or the government mandated rate in effect on the day the transaction is processed by Visa. **Example:** If you are travelling in the UK and wish to make a purchase for GB£50, the following amount will be deducted from the Available Balance:

- Assuming the prevailing exchange rate set by Visa is AU\$1.00 = GB£0.65 the AU\$ cost before the currency conversion fee is applied will be AU\$76.92 (1/0.65 x GB£50.00).
- After the currency conversion fee of AU\$2.31 (AU\$76.92 x 3.00%) is applied the cost to you will be \$79.21, which will be deducted from your Available Balance.

Other fees and charges may be charged by Optus (in its capacity as your Mobile Service provider) for:

- data usage costs (for use of the Facility as charged by Optus under your Mobile Service plan. If you're roaming overseas, data may be charged at a higher rate.);
- replacement of a lost, damaged or faulty NFC SIM; and
- replacement of a lost, damaged or faulty Payment Accessory; and
- a Payment Accessory where the number linked to your Facility exceeds more than four (4).

Please contact Optus by phoning 133 937 for more information.

## LIMITS

The limits applying to the use of the Facility are as follows:

MAXIMUM BALANCE LIMIT	AMOUNT
Maximum Available Balance	\$500
<b>TRANSACTION LIMITS</b>	
Minimum Contactless Visa payWave Transaction	\$0.25
Maximum Contactless Visa payWave Transaction (however lower limits may apply, for example a merchant may impose a lower limit for not requiring a PIN)	\$99.99
Minimum online or telephone Visa transaction	\$0
Maximum online or telephone Visa transaction (however lower limits may apply, for example a merchant may impose a lower limit as a Card Not Present transaction)	\$250
<b>LOAD LIMITS</b>	
Minimum single load (Push Loads from 3 <sup>rd</sup> party bank.)	\$0.01
Minimum single load (Loads initiated by the App including P2P Transfers to your Facility.)	\$2.50
Maximum single Load (including P2P Transfers to your Facility) (as long as it does not cause Available Balance to exceed maximum above)	\$500
Maximum aggregate Load during any period of 1 day (including P2P Transfers to your Facility)	\$1,000
Maximum aggregate Load during any period of 30 days (including P2P Transfers to your Facility)	\$3,000
Maximum aggregate Load during any period of 12 months (including P2P Transfers to your Facility)	\$36,000

## QUERIES, DISPUTES AND COMPLAINTS

If you've got a transaction or financial dispute, you can fill out a Transaction Dispute Form (which you can get through the App), and email a signed copy of it to [optuspay@heritage.com.au](mailto:optuspay@heritage.com.au) within 45 days of the date of the disputed transaction. We'll do our best to resolve your dispute within 21 days, although it's not always possible to do so.

If you've got any other query or complaint relating to your Facility or App, please give the Support Centre a call on 1800 034 904. You can also find contact details at [www.optus.com.au/optuspay](http://www.optus.com.au/optuspay).

If the matter is not resolved to your satisfaction, you can contact Heritage at:

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

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

Fax: 07 4694 9782 (from within Australia) or +61 7 4694 9782 (from outside Australia).

If we can't resolve your matter to your satisfaction within 45 days, you can escalate it to Heritage's external dispute resolution service. The 45 day period may be extended in exceptional circumstances, or where Heritage decides to resolve the complaint under the rules of the Visa scheme. If you want to escalate the complaint, please let us know and we'll facilitate the referral – free of charge.

The external dispute resolution service is:

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](mailto:info@fos.org.au)

Website: [www.fos.org.au](http://www.fos.org.au)

# CONDITIONS OF USE

## DEFINITIONS

### 1. Definitions

- 1.1. **“ATM”** – means an automated teller machine that accepts cards with the Visa brand for cash withdrawals.
- 1.2. **“Available Balance”** means the monetary value loaded onto the Facility as recorded by us as loaded, in Australian dollars, less any purchases, authorisations, transfers, fees and charges or other amounts debited under this PDS.
- 1.3. **“App”** - means the Optus Pay application installed on a Phone.
- 1.4. **“Business Days”** - means the hours of 9am to 5pm on a bank business day in Queensland.
- 1.5. **“Card Not Present”** - means a payment transaction using the Virtual Card details (not using the Payment Device or Payment Accessory at a payment terminal), such as online or telephone transaction.
- 1.6. **“Conditions of Use”** – means these Conditions of Use.
- 1.7. **“Contactless Transaction”** - means a payment transaction using NFC that requires a Payment Device to be presented at the payment terminal.
- 1.8. **“Direct Credit”** – means the transfer of funds initiated by you from an account with an Australian financial institution to the Facility.
- 1.9. **“ePayments Code”** – means the ePayments Code issued by the Australian Securities and Investments Commission on September 2011, and includes any subsequent amendments and replacements that the Issuer adopts.
- 1.10. **“Facility”** – means the Optus Pay Reloadable Visa Prepaid Virtual Card Facility, which can be or is loaded with value (subject to these Conditions of Use), and is linked with your Phone, your Mobile Service and where relevant, a Payment Device. It includes the Virtual Card, and all previously issued, but cancelled, Virtual Cards.
- 1.11. **“Heritage”** - means Heritage Bank Limited ABN 32 087 652 024 AFSL 240984.
- 1.12. **“Issuer”** – means Heritage Bank Limited ABN 32 087 652 024 AFSL 240984.
- 1.13. **“Linked Account”**- means an account at an Australian bank or financial institution that you can legally withdraw funds from and deposit funds into, which has been successfully linked to your Facility using your Phone, the App and where relevant, a Payment Device.
- 1.14. **“Memorable Words”** – means the answers to security questions that you provided when the Facility was activated, for use when servicing the Facility and identifying you as the Facility holder for any Call Centre enquiries.
- 1.15. **“Merchant”** - means a business who accepts Visa prepaid debit cards, including Visa payWave payment transactions, without the need for a PIN. For the avoidance of doubt, a PIN is not required for most Visa payWave transactions of up to \$99.99 in Australia, but some Australian and most non-Australian Visa payWave enabled merchants require a PIN for transactions of amounts less than \$99.99. This amount varies from country to country.
- 1.16. **“Mobile Service”** – means an Optus mobile phone service and associated phone number (which is not a mobile broadband service) which uses an NFC SIM. For avoidance of doubt, a mobile service from a mobile virtual network operator or Virgin Mobile (Australia) Pty Limited that uses the Optus telecommunications network.

- 1.17. **“Negative Balance”** – means a balance on the Facility that’s less than zero due to the debits using the Facility exceeding your Available Balance.
- 1.18. **“NFC”** - means near field communication.
- 1.19. **“NFC SIM”** - means an Optus-issued SIM card with near field communication capabilities and that is configured to work with the Facility.
- 1.20. **“Optus”** – means Optus Mobile Pty Ltd ABN 65 054 365 696 who acts as the distributor of the Facility and the authorised representative of the Issuer.
- 1.21. **“Passcode”** – means your secret 4 digit code you create on registration (and any subsequent approved change to this code) that we might use to confirm your identity or authorise a transaction.
- 1.22. **“Payment Accessory”** – means an Optus Pay NFC enabled payment sticker, band, watch, wearable, or other NFC enabled accessory that is provided to you and owned by Optus which can be used to perform Contactless Transactions through the Facility.
- 1.23. **“Payment Device”** – means
- an NFC SIM – either on its own or in conjunction with one or more Payment Accessories; or
  - a Payment Accessory,
- that is provided to you and owned by Optus.
- 1.24. **“Phone”** – is a mobile handset connected to a Mobile Service and which has the App properly activated and installed.
- 1.25. **“PDS”** – means the Product Disclosure Statement for the Facility.
- 1.26. **“PIN”** – means a personal identification number.
- 1.27. **“P2P Transfer”** – means the “Peer to Peer” transfer feature in the App which enables you to access the Facility and Available Balance to transfer funds to another Facility holder who has registered via the App.
- 1.28. **“Reference Narration”** – means an alphanumeric or symbol text string of characters sent by us to your nominated account with an Australian financial institution.
- 1.29. **“Registration”** – means entering your personal details, Passcode and Memorable Words into the App , at the time of creation of your Facility and any subsequent changes.
- 1.30. **“Related Partners”** – means Heritage, Optus, Optus related bodies corporate, Optus contracted partners associated with the Facility and service providers used by Optus and their agents and sub-contractors.
- 1.31. **“SMS”** – means sending to and receiving mobile text messages from the Mobile Service you provided to us at time of registration and as updated, for the purpose of requesting and receiving Facility servicing information.
- 1.32. **“Support Centre”** - means the support services delivered by Optus or Optus’s authorised partner personnel through telephone (1800 034 904, with level 2 support from Heritage by telephone), interactive web communications, application intelligent software or other interaction with support centre.
- 1.33. **“Unauthorised Transaction”** – means a transaction, including a P2P Transfer, not authorised by you. It doesn’t include any transaction carried out by anyone with your knowledge and consent, or any Contactless Transaction regardless of your knowledge or consent. Contactless Transactions are considered to be authorised by you under this PDS.
- 1.34. **“Verified by Visa”** or **“VbV”** – means the authentication service used for online and Card Not Present transactions where you are provided an SMS to the Mobile Service registered with the Facility.
- 1.35. **“Virtual Card”** means the visual representation of the Visa payment credentials, including the 16 digit card number (also known as PAN), the expiry date and card verification value.

- 1.36. **“we”, “us” or “our”** – means the Issuer and its agents.
- 1.37. **“Website”** – means [www.optus.com.au](http://www.optus.com.au) and any additional or replacement website we notify to you as the website for the purposes of this PDS from time to time.
- 1.38. **“you” or “your”** – means the person who has requested and been (or will be) issued with the Facility.

## 2. Interpretation

- 2.1. The singular includes the plural and vice versa.
- 2.2. References to days, times or periods of time in this PDS are reckoned according to Australian (AEST) time.
- 2.3. “Includes” or “such as” are not words of limitation.

## OVERVIEW OF THE FACILITY

### 3. Becoming bound by these Conditions of Use

- 3.1. These Conditions of Use govern the use of the Facility. Please read them carefully and keep a copy for your records.
- 3.2. By acquiring the Facility, completing the App registration or using the Facility, you agree to be bound by these Conditions of Use, and agree to provide Optus or us with a Passcode, Memorable Words, personal details, mobile phone number and mobile phone identifiers, as a means of accessing your Facility details via the App or our Support Centre.
- 3.3. You must complete the App activation process before you can use the Facility.
- 3.4. To complete the App registration process, you need to provide required current details such as your name, address, email and date of birth, Passcode and Memorable Words to authenticate yourself as the user of the Facility and to be eligible for additional Facility features, servicing, and Facility support.
- 3.5. You are financially responsible for all use of the Facility. You are liable for Contactless Transactions and P2P Transfer transactions using the Payment Device(s) whether it is in your possession or not, unless the Payment Device(s) has been reported lost or stolen in accordance with clause 21. If you disable the Passcode, your risk of liability if the Payment Device is lost or stolen, will increase (refer to clause 25 (Liability for Unauthorised Transactions) of these Conditions of Use).
- 3.6. By agreeing to these Conditions of Use, you also:
  - acknowledge that you have previously agreed to receive this PDS and Conditions of Use and other notices via electronic means; and
  - acknowledge that you have received, read and understood this PDS and these Conditions of Use; and
  - acknowledge and agree to the information and disclosures contained in this PDS and these Conditions of Use.
- 3.7. The Issuer is a subscriber to the ePayments Code and warrants that it will comply with the ePayments Code.
- 3.8. If you are an individual or small business (as defined by the Customer Owned Banking Code of Practice) we are bound by the Customer Owned Banking Code of Practice when we provide the Facility and services to you.
- 3.9. The disclosures and information contained in this PDS and Conditions of Use form an agreement between you and us.
- 3.10. The Available Balance is available for transactions using the Facility in accordance with these Conditions of Use until the expiry, revocation or cancellation of the Facility.

## 4. The Facility

- 4.1. Value must be loaded to the Facility before the Facility is used. You can reload value to the Facility in accordance with these Conditions of Use.
- 4.2. The Facility is not a fully featured Visa prepaid facility, and owing to its dependency on the Phone and for ease of use, it cannot be used for all transactions where a physical Visa prepaid debit card can be used. For the avoidance of doubt, the Facility cannot be used at payment terminals which do not have Visa payWave, or which rely on contact with a chip or magnetic strip to complete the payment transaction.
- 4.3. The Facility **DOES NOT** allow cash withdrawals, including at ATMs (even if the ATM accepts Contactless Transactions) or at merchant EFTPOS facilities.
- 4.4. The Facility can only be used at payment terminals which offer contactless Visa payWave or for Card Not Present transactions.
- 4.5. The Facility is not issued with a PIN, and will be restricted to Visa payWave transaction limits. The transaction limit for not requiring a PIN is \$99.99 at most Australian merchants, but lower limits may apply in non-Australian payment terminals, or in selected industries in Australia, such as jewellery stores, or where a merchant has decided to mandate the use of a PIN or sets a different limit.
- 4.6. Although a merchant may accept Visa payWave or Visa prepaid facilities or Visa stored value facilities, the merchant is not obligated to accept the Facility for payment.
- 4.7. Purchases at Merchants using the Facility are honoured for electronic transactions if a sufficient Available Balance exists for the amount of the transaction.
- 4.8. The Facility is not a bank account or credit facility.
- 4.9. The Facility is not a facility by which the Issuer takes deposits from you.
- 4.10. You won't earn interest on the balance held on the Facility.
- 4.11. The Facility can only accept or be loaded with funds via electronic means and does not accept loads or fund transfers using other means, including cash, cheque or money order.
- 4.12. For Contactless Transactions, the Facility must be linked to, and can only be used with, the Payment Device(s) or Payment Accessories.
- 4.13. The Facility can only be linked to one NFC SIM at any one time. However, a Facility may have several Payment Accessories linked to it at any one time.
- 4.14. It can only be used with compatible mobile devices as notified by Optus from time to time.

## ESTABLISHING THE FACILITY

### 5. Obtaining the Facility

- 5.1. To obtain the Facility you will need to have a Phone connected to a Mobile Service. A list of compatible mobile devices is available from Optus.
- 5.2. Before getting the Facility you will need to have entered into a separate agreement with Optus for your Mobile Service and have a compatible mobile phone. You will need to obtain the App from Optus (or its authorised third party), the use of which is also subject to an agreement with Optus. These agreements with Optus are separate obligations and are independent of the provision of the Facility, and may continue after you've cancelled or ceased using the Facility.

- 5.3. Heritage makes no representation or warranty as to the fitness for purpose of the Mobile Service, any Payment Device, the App and any Phone.

## **6. Activating the Facility**

- 6.1. Once you've got your Facility you will need to complete the activation process. This includes the provision of information to aid identification and authentication of you. You won't be able to use the Facility until you have completed the activation process.
- 6.2. The Facility will need to be loaded with money before you can use it to make payments.
- 6.3. If you're given a replacement NFC SIM or Payment Accessory, you must properly associate the new NFC SIM or Payment Accessory with the Facility before you can use it to make payments. If you're having issues in the association process, please contact the Support Centre who will be happy to help.

## **USING THE FACILITY**

### **7. Using the Facility**

- 7.1. Use of the Facility is subject to transaction limits (refer to Transaction Limits in this PDS).
- 7.2. Should a merchant apply a surcharge for using the Facility, you will be responsible for paying this fee. Some merchants in Australia may choose not to accept the Facility.
- 7.3. You can use the Facility as much as you like during its currency, subject to the Available Balance. You can see all the limits by referring to the section on Transaction Limits in this PDS. For the cancellation of the Facility, see clause 27 of these Conditions of Use.
- 7.4. If there's an insufficient Available Balance on your Facility to pay for a transaction it may be declined or the merchant may ask you to pay the balance by some other means.
- 7.5. You agree not to make or attempt to make transactions that exceed the Available Balance.
- 7.6. If you make or attempt to make any transactions that exceed the Available Balance, you will be liable for any Negative Balance that may arise, along with any costs or interest we incur in recovering or attempting to recover the amount you owe us.
- 7.7. If your Facility goes into Negative Balance, it doesn't mean that a Negative Balance has been allowed or that you can increase it.
- 7.8. We may restrict or stop the use of the Facility if we are of the opinion that you have breached one or more Conditions of Use or that the Facility is being used for unlawful purposes.
- 7.9. You can't stop payment on any transaction after it has been completed. If you have a problem with a purchase made using the Facility, or a dispute with a merchant, you must deal directly with the merchant involved. If you cannot resolve the dispute with the merchant, you should contact the Support Centre by telephone and follow the process set out at in the Queries, Disputes and Complaints section of this PDS.
- 7.10. If you're entitled to a refund for any reason relating to a Facility 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 Facility, cash refund or in store credit.
- 7.11. We're not liable in any way when authorisation is declined by a merchant for any particular transaction - regardless of the reason.
- 7.12. You are responsible for all transactions using the Facility.

- 7.13. If you provide your Passcode, Phone or Payment Accessory to another person or permit someone else to use the Facility, you'll be responsible for any transactions initiated by that person with the Facility.
- 7.14. You must not use the Facility to make pre-authorised regular payments.
- 7.15. If the merchant payment terminal is offline, or can't connect with Heritage to authorise the transaction, you won't be able to use the Facility to make a payment.
- 7.16. If you make a Card Not Present Visa payment transaction with a merchant who is registered for Verified by Visa (VbV), we'll send you an SMS with a unique one time password to use to complete the transaction. It's important you keep the mobile number linked to the Facility up to date, so we can send you this SMS. To avoid any doubt, if you change your Mobile Service number and don't call the Support Centre to let us know, you won't be able to receive this SMS, which you'll need to complete your transaction. It's your responsibility to submit the VbV one time password to the merchant to complete the transaction. We won't be responsible for a failed VbV transaction.
- 7.17. You can only draw funds from a Linked Account to top up your Available Balance. You must not make direct debit payments from your Facility to a third party. Any direct debit payment attempted on your Facility will be declined without payment being made. You will be liable for any Negative Balance that may arise as a result of a declined direct debit, along with any costs or interest we incur in recovering or attempting to recover the amount you owe us.
- 7.18. The Facility may not operate properly in some foreign countries (such as the USA) where contactless payment terminals operate on different technical standards.

## **8. Loading of Money, Available Balance & Limits**

- 8.1. Value can be loaded to your Facility only as specified in these Conditions of Use.
- 8.2. Value can be loaded electronically to the Facility using Direct Credit (commonly described on internet banking as "Pay Anyone") from a Linked Account using the BSB and the Account number provided to you or which can be obtained by following the relevant prompts in the App.
- 8.3. You **CANNOT** load value to your Facility at a physical Optus store, Heritage Bank branch, third party merchant, or using a credit card or BPAY®.
- 8.4. You can load value to your Facility (subject to the limits below) using the App and after successfully completing the Linked Account process. The Linked Account process involves the successful completion of an authentication process that links a nominated account with an Australian bank or other Australian financial institution to the Facility from which funds may be drawn to top up the Available Balance on your Facility. The authentication process requires you to use the App to verify the transfer of a nominal amount by us to your nominated account, together with an associated Reference Narration
- 8.5. You hereby warrant that you have lawful access to the Linked Account. If a direct debit to the Linked Account is found to be unlawful, fraudulent or without authorisation of the holder of the account from which the funds are drawn, you will return any money or value you obtained from that direct debit immediately to us.
- 8.6. You hereby warrant that if at any time should you no longer have lawful access to the Linked Account, you will notify us by contacting the Support Centre.

- 8.7. You agree that Heritage can cancel, and/or Optus can request Heritage to cancel any direct debit from the Linked Account to the Facility should either party suspect the Facility to have been used for fraud or unauthorised transfers, or should a law enforcement agency or the Australian financial institution associated with the Linked Account request that the direct debit be cancelled. In the event that the Linked Account is cancelled by us, we may refuse your request to re-establish the link to the Linked Account, or create a new Linked Account for your Facility. We may also limit the mechanism of loading funds to the Facility to direct entry transfers from a third party bank account to the Facility (not by direct debit from a Linked Account). We also reserve the right to limit the amount, frequency and source of loading to any new Facility which may be created where the same or similar contact details or mobile number has been used.
- 8.8. You agree that Heritage can cancel, and Optus can request Heritage to cancel, the link to your Linked Account, should there be no load from that Linked Account for twelve (12) consecutive months. Limits apply to the use of your Facility as set out in the Fees and Limits section of this PDS.
- 8.9. Value loaded using the functionality in the App and using the Linked Account will usually be ready for use within 3 Business Days. However, it may take longer in circumstances beyond our control, such as if there's a transaction delay on your financial institution's side of the transaction.
- 8.10. Value loaded by Direct Credit (eg. from your account with an Australian financial institution using a "Pay Anyone" facility instruction) will generally be available to use within 1 Business Day from the time the Direct Credit instruction is processed. However, it may take longer in circumstances beyond our control, such as if there's a transaction delay on your financial institution's side of the transaction. We may, at our discretion and at any time, require you to re-link your Linked Account or revalidate your identity using your Passcode. In this situation we may sever the Linked Account, and provide you a notification in the App or via SMS for you to re-create the link. We take no responsibility for any consequences of these actions.
- 8.11. Value loaded by P2P Transfer will generally be available to use from the time the transfer is processed. However, it may take longer in circumstances beyond our control, such as an external network failure.
- 8.12. The following limitations apply to the use of your Facility:
- 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 Facility may not be used for, and authorisation may be declined for, any illegal transactions.
  - The Facility must not be used for, and authorisation may 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. We reserve the right to add additional merchant categories at which the Facility may not be used to facilitate transactions without providing notice to you, subject to the requirements of any law.
  - When using the Facility with some merchants (such as hotels, taxis, rental cars, restaurants, cruise ships) or for mail order purchases, Facility "tolerance limits" may apply. This means that the merchant may obtain an authorisation or approval on the Facility for an amount of 20% or more of the total bill (or anticipated bill) to cover additional items such as tips and incidentals or to ensure that adequate funds are available to cover the final purchase. The entire amount of the authorisation or approval will be debited and will not form part of the Available Balance until the authorisation or approval clears, although only the amount actually spent or authorised will be finally deducted from the Available Balance after the authorisation or approval clears.
- 8.13. The Facility may not operate as described (and may not be available for use) if:
- Your Phone has insufficient battery power; or
  - The App has been deleted from your Phone or disabled; or

- You're using a non-Optus issued payment accessory; or
  - the NFC SIM or NFC functionality on the Payment Device or Payment Accessory has been temporarily disabled; or
  - You do not have network connectivity to the Optus telecommunications network (including if your Phone is operating in FLIGHT MODE); or
  - You are using a SIM card which is not an NFC SIM (as defined); or
  - You have modified or "jailbroken" the Phone's operating system or firmware; or
  - You have changed your Phone to a mobile device which is not compatible with the App; or
  - You installed non Original Equipment Manufacturer (OEM) accessories or changed the configuration (hardware and/or software) on the Phone/Payment Device; or
  - You've exposed the Phone, NFC SIM or Payment Accessory in some part to an environmental condition outside its operating parameters;
  - You have a virus or other unauthorised application or software operating on the Phone or Payment Device; or
  - Other reasons not outlined above which impact the operation of the Facility.
- 8.14. You can use the P2P Transfer feature in the App to access the Facility and Available Balance to transfer funds to another Facility holder who has successfully registered for the App. The P2P feature can only be used to transfer funds to another Facility the holder of which has registered via the App.
- 8.15. You must follow the prompts in completing the P2P Transfer transaction.
- 8.16. You will also be able to receive funds from another activated Facility. Funds that have been loaded to your Facility via P2P Transfer from another Facility are subject to the fees and limits that apply to the loading of value as set out in this PDS.
- 8.17. When using the P2P Transfer feature, you are responsible for entering the correct details of the recipient Facility holder.
- 8.18. Payments to an incorrect recipient will be your responsibility and may not be able to be recovered.
- 8.19. Your mobile number will be used in the P2P Transfer transaction to assist the recipient Facility holder in identifying the transaction.
- 8.20. You cannot cancel a P2P Transfer transaction once you have made it.
- 8.21. If you use the P2P Transfer feature to transfer funds to a Facility that is inactive or does not exist, the transaction will be unable to be completed.

## **9. Transaction History & Balances**

- 9.1. The Available Balance and transaction history of your Facility are available exclusively via the App. You can check and view both by following the relevant prompts in the App.
- 9.2. The balance and transaction history is only available in the App and NOT in paper, or any other electronic, form, such as email or PDF.
- 9.3. If you notice any error (or possible error) in any transaction or statement relating to the Facility, then you'll need to call the Support Centre straight away and follow the process set out in the Queries, Disputes and Complaints section in this PDS. We may ask you to provide additional written information concerning any error (or possible error) and you must comply with that request.

- 9.4. It's your responsibility to regularly review your transaction history to identify Unauthorised Transactions.

## **10. Foreign Transactions**

- 10.1. The Available Balance is in Australian dollars.
- 10.2. Transactions made in a currency other than Australian dollars will be converted to Australian dollars before debiting your Facility's Available Balance using the prevailing Visa exchange rate at the time and a Foreign Transaction Fee will apply (refer to the Fees and Limits section in this PDS).

## **11. PIN**

- 11.1. The Facility is not issued with a PIN, and you cannot request a PIN for the Facility.
- 11.2. As the Facility is not issued with a PIN, it cannot be used for contactless Visa payWave transactions of \$100 or more, or where for other reasons the merchant's payment terminal requires a PIN for transactions.

## **12. Expiry of Virtual Card and Payment Device**

- 12.1. The Facility does not expire however the Virtual Card and Payment Device used to access the Facility are subject to expiry. After their expiry, the relevant Virtual Card or Payment Device won't be available for use and you'll need to get a replacement from Optus to continue to use the Facility.
- 12.2. We will automatically issue you with a replacement Virtual Card or Payment Device provided you have used the Facility in the last 3 months prior to the expiry. The replacement Payment Device will be sent to the address you've registered with us for the Facility at the time of activation. Note this address may be different to the address associated with your Mobile Service. If the Virtual Card or Payment Device has expired and you have not received a replacement, you can also request a replacement by contacting us.
- 12.3. Once the Virtual Card or Payment Device expires, your Facility's balance will continue to be held by the Issuer. You will need to migrate the Facility to the new Virtual Card or Payment Device by contacting the Support Centre by telephone, and in certain cases you may be directed to complete this via the Phone.
- 12.4. It's your responsibility to properly migrate your Mobile Service to the new Payment Device.
- 12.5. The expiry of the Virtual Card, or Payment Device should NOT impact your Mobile Service, which operates independently of the Facility.
- 12.6. To avoid any doubt, the expiry of the Virtual Card or a Payment Device doesn't result in the expiry or termination of these Conditions of Use, the Facility or any contract that applies to your use of the Facility or the App.

## **13. Fees and Charges**

- 13.1. You agree to pay us the fees and charges as set out in the Fees and Charges section in this PDS. You authorise us to deduct these fees and charges from the Available Balance and reduce the Available Balance accordingly at the time the fee or charge is incurred.
- 13.2. All fees and charges are expressed in Australian dollars and are inclusive of any applicable GST.
- 13.3. Certain merchants may charge an additional fee when the Facility is used to purchase goods and/or services. This fee is determined and charged by the merchant and is not retained by us.

# SECURITY AND AUTHENTICATION

## 14. Passcode

- 14.1. At the time of activation, the App will request that you nominate a Passcode, which will be used to authenticate certain activities within the App.
- 14.2. The Passcode to the App on your Phone is not a PIN, and cannot be used at a payment terminal where a PIN is requested.
- 14.3. Your Passcode must be a unique four digit number which is not readily associated with you, such as year of birth, part of your phone number, or a common or repeated number sequence, such as 3333 or 1234.
- 14.4. The Passcode must be kept private and not disclosed to anyone.

### TIPS ABOUT PASSCODE SECURITY

- Don't record a Passcode in reverse order, or disguised as of your phone number or date where no other phone numbers or dates are recorded.
- Don't record a Passcode in an easily decoded format based on the alphabet (eg. A=1, B=2, etc).
- Don't record a Passcode in a series of numbers with the actual numbers circled or highlighted in any way.
- Don't allow anyone to watch as the Passcode is entered.

*Note: These tips do not determine responsibility for losses arising from Unauthorised Transactions. Your liability for losses arising from Unauthorised Transactions is set out in clause 25 (Liability for Unauthorised Transactions) of these Conditions of Use.*

- 14.5. As the Phone or Payment Device is a personal device, we will accept any use of your Passcode with your Phone or Payment Device as being authorised by you, and will complete the transaction or activities to which the Passcode was applied. You will have no recourse or right to reverse a transaction where a Passcode was used in your Phone or Payment Device to authenticate you or a transaction on the Facility.
- 14.6. If you enter the wrong Passcode when using the App, you'll get several attempts to enter the correct Passcode, but there may be a delay before you can re-attempt to enter it. If you're unable to recall the Passcode, you'll be locked out and you will be suspended from making payments. You'll need to call the Support Centre and identify yourself to remove the suspension from the Facility.

## 15. Memorable Words

- 15.1. At the time of activation you will be requested to provide answers to some security questions – we call the responses “Memorable Words”. They will be used to identify you as the registered user of the Facility when engaging with the Support Centre by telephone.
- 15.2. You must keep your Memorable Words private and not reveal them to anyone.

## 16. Security of Facility

- 16.1. You must provide notice by calling the Support Centre straight away if:
  - someone gains access to your Facility or Facility details or they are otherwise compromised;
  - the Facility is misused, or the Phone or Payment Device is lost or stolen;
  - any part of your Phone or the Payment Device is damaged or not working properly;
  - the security of a Passcode is breached in any way;
  - there is reason to believe any of the above might occur or might have occurred; or.

- if you suspect, or have reason to suspect, that your Facility details may have been used by someone else without your authority
- 16.2. If there's a delay providing notice, you may be responsible for losses occurring as a result of the delay.
- 16.3. The notification must be made by contacting the Support Centre by telephone.

## MOBILE PHONE AND PAYMENT DEVICE ISSUES AFFECTING THE FACILITY

### 17. The SIM card

- 17.1. If the Facility and an NFC SIM link gets disconnected for whatever reason (like a SIM swap to a non NFC SIM), you'll need to get a new NFC SIM from Optus and a fee may apply. Check out the Fees and Limits section in this PDS.
- 17.2. If you change the NFC SIM to a non NFC SIM or new NFC SIM that hasn't been activated, you won't be able to make contactless payments using the Facility on your Phone. However, depending on the circumstances, you may still be able to use the Facility for online and over the phone payments.
- 17.3. You acknowledge and agree that funds loaded to the Facility may be at your risk of loss as described in these Conditions of Use, and in these circumstances, you won't hold the Issuer or Optus liable for any loss of funds loaded to the Facility.
- 17.4. If your Optus Mobile Service is barred or suspended due to non-payment or other reason, your Facility may stop working properly until you resolve the issue with Optus.

### 18. Migrating the Facility

- 18.1. If a Payment Device is lost or stolen you may need to migrate the Facility to a replacement Payment Device. To do this, you'll need to call the Support Centre and authenticate yourself – the migration can only be completed over the phone during Business Days.
- 18.2. We reserve the right, at our sole discretion, to decide whether to migrate the Facility and may cancel or suspend the Facility after migration if we determine that the Facility may have been compromised or that the migration request was fraudulent or not authorised by you.
- 18.3. To avoid any doubt, if you migrate your Facility to a replacement or new Payment Device, you won't be creating a new Facility – you'll simply be migrating to your existing Facility.

## 19. Payment Device(s)

- 19.1. There is a limit of four Payment Accessories per Facility, otherwise Optus may charge a fee in connection with your Mobile Service.
- 19.2. You can't use non-Optus issued payment accessories with the Facility.
- 19.3. If you change a Payment Device, you won't be able to access the contactless payWave functionality until the new Payment Device has been linked to the Facility. Depending on the circumstances, you may still be able to make payments online or over the phone using your Virtual Card details.
- 19.4. Optus retains ownership of any Payment Devices (including any Payment Accessories) at all times. Payment Devices are not transferrable to a third party unless otherwise agreed by Optus.
- 19.5. Although considerable effort is made to keep Payment Devices available at all times, we can't guarantee they'll always be available and error free. Some accessories may interfere with the proper functioning of Payment Devices (including phone covers, cases, watches or any other devices) and may need to be removed in order for the Payment Device to work properly.

## 20. Change in mobile phone number

- 20.1. If you change your mobile phone number, it won't be automatically changed or updated against the Facility. If this happens, you'll need to call the Support Centre, and update the mobile phone number associated with the Facility.
- 20.2. If you change your number without notifying the Support Centre by telephone, your Facility may not work properly.

## LOST AND STOLEN

### 21. Notifying Us

- 21.1. As soon as you become aware your Phone or the Payment Device is lost or stolen, or that your Facility details may have been used by someone without your authority, you must notify us by calling the Support Centre immediately. Once you let us know, we'll suspend the Facility as soon as possible. You may be liable for Unauthorised Transactions and Contactless Transactions that are processed up to the time that the Facility is suspended by us – refer to clause 26 of these Conditions of Use. If you later find the Payment Device, you'll need to contact Optus to reactivate the Payment Device. You may need to contact the Support Centre by telephone to un-suspend the Facility, unless we can authenticate you via the Payment Device.

### 22. Removing or disabling a Payment Device

- 22.1. Should the Payment Device become damaged, lost or disabled, you are responsible for replacing or disabling the Payment Device, including through the use of features within the App. Once a Payment Device is replaced, it will be disabled and cannot be re-established. A new Payment Device will need to be obtained from Optus and a fee may apply. Refer to the Fees and Limits section in this PDS.

### 23. Replacement Payment Devices

- 23.1. If you need a replacement Payment Device, for example if the Payment Device is lost or stolen, you can order a replacement via the App or contact the Support Centre. After receiving the replacement Payment Device, you may need to contact the Support Centre by telephone to unlock your Facility. In such instances it is your responsibility to obtain from Optus the Payment Device and successfully complete the steps necessary to add the new Payment Device, or to cancel the Facility.

- 23.2. Replacement Payment Devices cannot be sent to an address outside of Australia.

## LIABILITY AND RISK

### 24. Reviewing Transactions

- 24.1. You should regularly check your Facility's transactions for any Unauthorised Transactions, unauthorised Contactless Transactions or any errors (or possible errors), using the transaction history feature of the App.
- 24.2. You need to call the Support Centre immediately if you notice any Unauthorised Transactions unauthorised Contactless Transactions or any errors (including possible errors) in any transaction or statement relating to the Facility. We may also need you to provide additional written information concerning the issue.

### 25. Liability for Unauthorised Transactions and contactless transactions

- 25.1. Any Unauthorised Transactions, unauthorised Contactless Transactions or any errors (including possible errors) in transactions must be reported to the Support Centre by telephone, which may lead to your Facility being suspended. The act of suspending the Facility will NOT impact on your Mobile Service unless you have separately reported the Phone lost or stolen to Optus.
- 25.2. We'll deem Contactless Transactions performed using a Payment Device to have been authorised by you (even if not actually authorised by you) and you're liable for all such transactions except as otherwise stated in these Conditions of Use. If your Phone or the Payment Device is reported as stolen or lost in accordance with clause 21 of these Conditions of Use, we'll suspend the Facility. You can ask to have the suspension removed by calling the Support Centre.
- 25.3. You won't be liable for losses resulting from Unauthorised Transactions or Contactless Transactions that are caused by:
- fraud or negligence by the Issuer's or Optus' employees or agents, a third party involved in networking arrangements, or a merchant or their employee or agent;
  - a transaction being incorrectly debited more than once to your Facility;
  - an unauthorised transaction performed after the Facility has been suspended after you have reported to the Support Centre that your Phone or the Payment Device has been misused, or lost or stolen in accordance with clause 21.
- 25.4. You'll be liable for losses resulting from Unauthorised Transactions where you are likely to have contributed to the losses including through:
- providing or allowing another person access to your Phone or the Payment Device; or
  - not using the phone or operating system password on the Phone; or
  - fraud; or
  - voluntarily disclosing the relevant Passcode to anyone, including a family member or friend; or
  - writing the relevant Passcode, or a disguised record of it, on the Phone or Payment Device; or

- keeping a record of the relevant Passcode without making a reasonable attempt to disguise it or to prevent unauthorised access to it, in a way that it could be lost or stolen with the Phone or Payment Device; or
  - acting with extreme carelessness in failing to protect the security of the relevant Passcode or Payment Device; or
  - allowing another person to have access, come into contact with, loan, use or interact with the Phone, Payment Device or the App, including taking an electronic or image copy of the Virtual Card; or
  - using a Passcode which reflects a number or sequence of numbers or letters which could be reasonably deduced from a personal attribute of yours. For example year of birth.
- 25.5. You agree that we may take statements and representations made by you during conversations with the Support Centre by telephone as being true and accurate, and may rely on them, even if not recorded.
- 25.6. You'll be liable for losses resulting from Unauthorised Transactions where you are likely to have contributed to the losses through delaying notification of the misuse, loss or theft of a Phone or Payment Device or that the security of the relevant Passcode has been breached. However, your liability in this case is limited to losses occurring before we were notified by you of the misuse, loss, theft or security breach and will not be any higher than the Available Balance.
- 25.7. You'll also be liable for losses resulting from Unauthorised Transactions in addition to those losses described in paragraph 26.4 and 26.6 of these Conditions of Use above except or as otherwise stated in these Conditions of Use, but your liability is limited to the lesser of:
- the Available Balance; or
  - the actual loss at the time we are notified of the misuse, loss or theft of the Phone or Payment Device or of the breach of security of the Passcode (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).
- 25.8. Irrespective of the creation of a Linked Account, should any of the direct debit transfers initiated on your authority, prove to be invalid, fraudulent, unauthorised, or incomplete, you agree to immediately return the funds to us. You also give us authority to release your personal details and other related information to Optus, and where you have authorised Optus to provide the necessary information for Heritage, or its authorised representative, to contact you to obtain the repayment of the funds.

## CANCELLATION AND NON USE

### 26. Cancellation of Facility

- 26.1. You may, on any Business Day, ask your Facility to be cancelled.
- 26.2. We may cancel your Facility at any time without cause. Unless there are exceptional circumstances, we will give you at least 14 days' advance notice.
- 26.3. Your Mobile Service with Optus will not be affected by the cancellation of the Facility. To avoid any doubt, any Mobile Service contract with Optus will continue after the Facility is cancelled.
- 26.4. On the cancellation of the Facility, we will pay the Available Balance to you when all of the following are satisfied:

- We're satisfied that we have properly and completely authenticated your identity. This may require confirmation from Optus as to your ownership of the Mobile Service number. You hereby consent to Optus providing to us the personal information necessary for us to confirm the ownership of the mobile service;
- We're satisfied that there are no cancelled or unexpired merchant authorisations or approvals on the Facility;
- We're satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Available Balance;
- We're satisfied you've safely destroyed or removed the Payment Device from the Facility; and
- We've received your instructions for the payment of the Available Balance using any form we require.

26.5. Subject to this agreement, the Available Balance will be paid on cancellation of the Facility by either:

- electronic transfer to your Linked Account, or
- if required by you, a physical cheque sent to you (less any cheque issuing fees as applicable, as outlined in the Fees and Limits section of this PDS, such fee being deducted from the Available Balance of the Facility prior to cancellation).

## 27. Non Use of the Facility

27.1. If there are no transactions or loads over a continuous 12 month period, a monthly Inactive Card Fee will then be charged until the Available Balance is zero, or until you recommence using the Facility. (Refer to the Fees and Limits section of this PDS.) To avoid any doubt, if the Facility isn't used for eleven 11 consecutive months, but is then used in the twelfth (12<sup>th</sup>) month, you won't be charged the Inactive Card Fee.

27.2. In any given month when the Inactive Card Fee is applied, and the Available Balance of the Facility is less than amount of the Inactive Card Fee, the Facility will be closed. To the extent permitted by law, we are not required to inform you of the closure of your Facility of your Facility and you waive all recourse to Heritage and Optus with respect to the Facility after closure.

## 28. Unlawful or Fraudulent Use

28.1. We may suspend or cancel your Facility immediately without notifying you, if you use, or attempt to use your Facility for unlawful purposes or commit, or attempt to commit, a fraud in relation to your Facility, the Visa payment system, our Related Partners or any other person. If we terminate your Facility in one of these circumstances, the Available Balance in your Facility will be forfeited by you.

28.2. In the circumstances set out in clause 28.1 above, we may also request that you return the Payment Device(s) to a location advised by us within 14 days after receiving such request and you agree to do so, if so requested. If you fail to return the Payment Device(s), we may take legal proceedings or such other steps (that we, in our sole discretion, consider reasonable) in order to recover the Payment Device(s) from you.

## 29. Liabilities and Disclaimers

29.1. To the extent permitted by law, the Issuer and Optus are not liable for:

- the Available Balance not being sufficient to fund a transaction using the Facility; or
- a terminal or system not working properly; or

- circumstances beyond our control preventing a transaction, despite any reasonable precautions having been taken by us; or
- any failure of the Facility due to events outside our reasonable control; or
- any incorrect P2P Transfer made by you into the incorrect Facility; or
- any system failure or industrial dispute; or
- any Visa payWave or other enabled device that does not accept the Facility; or
- you being unable to retrieve the one time use password for a Verified by Visa transaction; or
- the way in which any refusal to accept the Facility is communicated; or
- any indirect, special or consequential losses;
- any infringement by you of any currency laws in the country where the Facility is issued or used; or
- any dispute between you and the supplier of any goods or services purchased with the Facility; or
- our taking any action required by any government, federal or state law or regulation or court order; or
- any disputed transaction or activity where you revealed or made known your Passcode; or
- any Contactless Transaction which required the Payment Device to be present, except for those transactions for which the customer is not liable under these Conditions of Use; or
- anything specifically excluded or limited elsewhere in these Conditions of Use, except where your Phone or the Payment Device has been formally notified as being lost or stolen.

- 29.2. Our and Optus' liability in any event (other than in relation to Unauthorised Transactions or Contactless Transactions for which you are not liable under these Conditions of Use) shall not exceed the amount of the Available Balance.
- 29.3. To the extent permitted by law, the Issuer and Optus;
- do not make or give any express or implied warranty or representation in connection with the Facility (including the Facility type, quality or standard of fitness for any purpose);
  - do not make or give any express or implied warranty as to the reliability of any software used to provide the Facility, and specifically the App or the interoperability of its component software and hardware elements which when assembled represent the Facility; and
  - are not liable for any loss you suffer (including indirect or consequential loss) arising in connection with the Facility (whether due to a failure to provide the Facility or its loss, theft or destruction).
- 29.4. All conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by applicable laws and regulations.
- 29.5. Any failure or delay to enforce a term of these Conditions of Use does not mean a waiver of them.
- 29.6. Although considerable effort is expended to make the Website and any other communication channels available at all times, no warranty is given that these channels will always be available and error free.
- 29.7. You agree that neither the Issuer nor Optus is responsible for temporary interruptions in service due to failure beyond their control including, but not limited to, the failure of interconnecting operating systems (Phone, Payment Device, phone resident software including Phone firmware and the App), phone accessories (including covers and cases), computer viruses, forces of nature, labour disputes and armed conflicts.

- 29.8. You agree that we are not responsible for any content on the Website other than content relating specifically to the Facility.

## COMMUNICATIONS AND PRIVACY

### 30. Privacy and Information Collection

- 30.1. In this clause 30, a reference to 'we', 'us' or 'our' is a reference to the Issuer and Optus.
- 30.2. We collect your personal information so that we can establish and administer the Facility provided to you (including doing all things necessary to provide the Facility to you, including assessing your application and managing your Facility). The App and aspects of the Facility are provided by or in conjunction with Optus, and as such Optus will have access to the user, transaction, Facility and App information for the purposes of managing their ongoing relationship with you. We may also use your personal information to tell you about products and services offered by third parties that may be of interest to you, to conduct customer satisfaction surveys to improve our products and services, for risk assessment purposes and to assist you with inquiries, concerns and complaints you may have.
- 30.3. If you do not provide personal information to us, we may not be able to provide the Facility to you, or we may be required to restrict operation of the Facility.
- 30.4. Where possible, we will collect personal information about you directly from you. From time to time there may also be occasions (such as where we need to verify your identity, undertake customer due diligence, prevent or detect money laundering or terrorist financing and where we are required or authorised by law) when we need to obtain personal information about you from a third party. These parties may include banks, financial advisers, government authorities and publicly available sources of information.
- 30.5. If you provide us with personal information about someone else, you agree to inform that person of the contents of this notice.
- 30.6. 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.
- 30.7. We also disclose your personal information to recipients located overseas, as referenced in the Optus Privacy Policy ([www.optus.com.au/privacy](http://www.optus.com.au/privacy)) and the Issuer's Privacy Policy ([www.heritage.com.au/Privacy-Policy](http://www.heritage.com.au/Privacy-Policy))
- 30.8. When you provide us with your personal information for the purposes of acquiring the Facility, you consent to us collecting, using and disclosing your personal information in the manner described above and (unless you opt out) using your personal information to identify and provide you with information about products and services you may be interested in.
- 30.9. Our Privacy Policy and Optus' Privacy Policy contains information about how you may access and seek correction of the information we hold about you, how you may make a complaint about a breach of your privacy rights and how we deal with complaints.
- 30.10. Should you change your personal details, you need to advise the Issuer by either submitting the change of details via the App or by contacting the Support Centre by telephone, being authenticated and requesting your Facility details be updated.

### 31. Communications

- 31.1. You agree that we may give written notices or other communications to you under or in connection with these Conditions of Use at our determination, 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 you via email or SMS to the e-mail address or mobile service number last known to us, or through the transaction history or notification menu item in the App; or
  - if the notice or communication is not personal to you – by publishing it on the Website or through the App.
- 31.2. For the purpose of giving you information that we are required to provide under the ePayments Code:
- we will do so by electronic communication to your Phone or nominated email address;
  - you have the right to vary your nominated e-mail address.
- 31.3. For avoidance of doubt, apart from the information provided to you with the Payment Device and any notices or communications given under 32.1 above, all communication and documentation related to the Facility will be in electronic form, and we will not issue a paper copy of any transaction, documentation, or other. Copies of the information that we provided electronically will be held by us for up to seven years from the date it was communicated.
- 31.4. 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 viewing 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 access the information electronically).
- 31.5. 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.
- 31.6. In addition to the ways set out in these Conditions of Use, we may give you a notice or other communication by using any method allowed or required by a law or the ePayments Code. If a law or the ePayments Code requires us to use a particular method, we will do so.
- 31.7. You agree that, for the purpose of telephone communications originated or received by us or through the App or the Support Centre or through the Website, and for the purpose of electronic communications received by us or through the App, the Support Centre or through the Website, we or the Support Centre, the App or the operator of the Website:
- may verify your identity by reference to any or all of the information given by you when activating the Facility or during Registration or any changes made to this information; and
  - may follow your instructions if satisfied by that verification.

- 31.8. You must notify us immediately of any change to your address and other contact details either through the App (where possible), or by contacting the Support Centre by telephone. You should also contact the Support Centre by telephone if you change your name. We will not be responsible if you do not receive any notice or correspondence if your contact details are not updated with us when they change.
- 31.9. The Issuer and Optus accept no responsibility or liability for late, lost or misdirected SMS messages or emails caused by your failure to maintain accurate personal details with us, or by system constraints or failures experienced by your email or mobile phone service providers.
- 31.10. If you have a query, dispute or complaint, follow the process set out in this PDS.

## OTHER LEGAL TERMS

### 32. Changes to these Terms & Conditions

- 32.1. We may change these Conditions of Use at any time. A change may:
- change the fees payable under these Conditions of Use or introduce new fees;
  - introduce new Conditions of Use;
  - require you to cease using the current App, and install a new version of the App;
  - require you to replace the NFC SIM with a new NFC SIM, and migrate your mobile service number and other associated services and the Facility to the new NFC SIM;
  - require you to replace the Payment Accessory, and add the new Payment Accessory to the Facility;
  - require you to change your Passcode; or
  - alter these Conditions of Use in some other way.
- 32.2. Without limiting 33.4 below, we'll notify you in advance of most changes via one or several of:
- SMS;
  - the notification screen or the transaction screen in the App; or
  - by updating these Conditions of Use in the App.
- 32.3. However, changes necessitated by an immediate need to restore or maintain the security of the system in which the Facility is used or managed can be made subject to the law and the ePayments Code without prior notice.
- 32.4. We can also let you know of an upcoming change by:
- publishing it in a notice or advertisement in a major daily newspaper distributed in Australia;
  - SMS to the mobile service number associated with the Facility
  - mentioning it on the Website;
  - sending you an email or letter;
  - using another method that the law or the ePayments Code allows or requires us to use.
- 32.5. When we let you of a change:
- we'll comply with any applicable requirements under a law of the ePayments Code; and
  - subject to doing that, it will be sufficient if the notification or announcement explains the substantial effect of the change.

32.6. The latest version of these Conditions of Use is always available on the Website, via the App and where you downloaded the Facility.

### **33. Parties**

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

33.2. 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 Conditions of Use to the Issuer or us are to be read as references to the party to which the agreement was transferred.

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

33.4. 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.

### **34. Governing Law**

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

### **35. Severability**

35.1. If at any time a provision of these Conditions of Use is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- the legality, validity or enforceability in that jurisdiction of any other provision of this Conditions of Use; or
  - the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this Conditions of Use.
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