



**Product Disclosure Statement
and Conditions of Use**

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HELLO. WELCOME.

This is the very official part of our relationship. It talks about our responsibilities to each other and how we can both keep things running smoothly. It might not seem important today, but hang onto it; you never know when it will come in handy.

CASH BY OPTUS™ - 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.

This PDS is designed to assist you in deciding whether to acquire the Cash by Optus™ Reloadable Visa Prepaid Facility (the “Facility”). The Facility is accessible only through an approved Optus mobile service and compatible mobile device with an Optus NFC SIM card (“NFC SIM”), and the properly activated and installed Cash by Optus™ software application (the “App”), collectively referred to as the “Phone”. It is important that you read and understand this PDS.

This PDS, including the Conditions of Use, should be read in conjunction with the Cash by Optus™ Financial Services Guide and the Cash by Optus™ App Terms and Conditions.

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 therefore consider the appropriateness of any general advice contained in this PDS in light of your objectives, financial situation or needs before acting on it and consider all content in this PDS before making any decision about whether to acquire or continue to hold the Facility. This PDS is dated 1 April 2015.

UPDATES RELATING TO THIS PDS

Information in this PDS that is not materially adverse information is subject to change from time to time. You may access this updated information via the App. Alternatively, you may request a paper copy of this information free of charge from Heritage.

The information which Heritage will make available by way of these updates is subject to change from time to time, and may be emailed or electronically communicated to you (see clause 28 of the Conditions of Use).

GENERAL DESCRIPTION OF FACILITY

You can load value to the Facility and then use the Phone associated with your Facility to access the Facility and the Available Balance to pay for goods and services, anywhere¹ in the world where Visa prepaid debit cards are accepted.

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 value loaded to, the Facility does not represent a deposit with, or investment, in Heritage and is not covered by the Financial Claims Scheme.

¹ 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.

FACILITY DISTRIBUTOR

Optus Mobile Pty Ltd, ABN 65 054 365 696 (“Optus”) is the distributor of the Facility.

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

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 .

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.

Heritage is a member of Visa and is responsible for the settlement of transactions using the Facility, but may outsource these 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

The significant benefits of the Facility are:

- 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 (excluding gambling merchants).
- The Facility is reloadable, which means that after purchase you can load value to it as many times as you like during its currency, subject to applicable limits.

- You can access only the value that you have loaded to the Facility. It is not a credit card.
- The Phone will provide access to the Facility fund balance and transaction history information.
- You can establish and maintain a direct debit request authority with Heritage using your Phone to automatically top up the balance of your Cash by Optus™ Facility from your nominated Australian bank account.

SIGNIFICANT RISKS

The significant risks associated with the Facility include:

- To use the Facility you will need to have entered into a separate agreement with Optus for your mobile service and have a compatible mobile device.
- The NFC SIM (and the use of your Facility) will expire at the date shown on the front of the Virtual Card presented to you on the Phone. This should not impact your mobile service with Optus. Nor does expiry result in the termination of your contract with Heritage, or the existence of the Facility. However, you will need to obtain a replacement NFC SIM from Optus to migrate your Available Balance from the expired NFC SIM to the new NFC SIM in order to be able to continue to access and use value loaded to your Facility.
- Notwithstanding any ongoing use of your mobile service with Optus, after twelve months of no transactions or loads by you on the Facility, a monthly Inactive Card Fee will apply and will reduce the remaining balance on the Facility until the amount of the Available Balance is zero. Unless you use or request the Available Balance to be paid out to your nominated account, the remaining Available Balance will continue to be reduced over time by the amount of the monthly Inactive Card Fee and, once reduced to zero by the Inactive Card Fee, the Facility will be closed. You will not be given any prior notice of these fees or the Facility closure.
- If you have an active Facility, and replace your NFC SIM with a non NFC SIM (including as a result of obtaining a new mobile device), you will not be able to access or use the Facility. Furthermore, you will only be able to access the Facility after you insert a new NFC SIM into the Phone (if available for the phone type) and migrate the Facility to this new NFC SIM in accordance with this PDS.
- If you have registered your details with us in relation to your use of the Facility (including your name and Australian address), a replacement NFC SIM may be issued to you prior to the expiry date by sending it to the address registered by you for use of the Facility (as distinct from the address associated with your mobile service with Optus). You cannot access any value loaded on the expired Facility unless and until you migrate the Facility to the replacement NFC SIM in accordance with this PDS. Where a replacement NFC SIM has been issued to you, the expiry date of the NFC SIM will be the new date shown on the front of the Virtual Card presented to you on the Phone after you have installed the replacement NFC SIM and migrated the Facility to the replacement NFC SIM.
- Unauthorised transactions and unauthorised use of the App can happen if your Phone is lost or stolen, or you reveal your Passcode to any other person, or as a result of fraud. You will be liable for losses resulting from an unauthorised transaction as set out in this PDS.
- Unintended or unauthorised transactions can happen if electronic equipment that interacts with the Facility is operated incorrectly or fraudulently.

- You might not be able to get your money back if unauthorised or unintended transactions occur.
- The ability to access the Facility is subject to having an established connection to the internet on your Phone. The use of the Facility is dependent upon the existence and quality of that internet connection. You must independently source a connection to the internet at your cost including when attempting to use the Facility outside Australia.
- The App uses a Passcode which if forgotten means the Facility may not be accessible or may have reduced features 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 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.
- 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.
- The Facility is not issued with a PIN, and will be restricted to Visa payWave transactions limits where a PIN is not required. The Facility is limited to amounts under \$100.00 for contactless Visa payWave transactions, and to amounts of up to \$250.00 for online (Card Not Present) transactions. These limits may be varied from time to time and such variation can be outside the control of the Issuer. Additionally, some merchants may, in their discretion, set different limits for Visa payWave transactions without a PIN and those limits will apply to your use of the Facility with that merchant. For these merchants and associated transactions the Facility may not be available for use.
- The Facility may not operate properly in some foreign countries (such as the USA) where the contactless payment terminals operate on different technical standards.
- We may terminate your Facility immediately without notifying you, if we suspect you of using your Facility for unlawful purposes or committing, or attempting 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.

OTHER SIGNIFICANT CHARACTERISTICS AND FEATURES

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

- It does not generate any interest or other return to the holder. In other words, you do not earn interest on the value loaded to the Facility.
- The acquisition of, or value loaded 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 is not counted in working out how much money you might have on deposit with Heritage for any purpose.
- The Facility **cannot** be used to deposit or withdraw cash at ATMs or from merchants who accept Visa prepaid debit cards.
- The Facility **cannot** be used without access to your Phone, and other component elements necessary to access the Facility, including your NFC SIM, compatible mobile device, App and relevant mobile service with Optus.
- Certain limits apply to the use of and reloading of the Facility, including a maximum available balance at any time of \$500. See the section headed "Limits" on page 11 of the PDS and section 8 "Loading of Value, Available Balance & Limits" of the Conditions of Use for further information.
- Value loaded on the Facility will usually become available for use within 3 business days (depending on your financial institution) for loads manually initiated by you or via the automated top up capabilities of the Facility. A longer period may apply in some circumstances, such as if there is a delay in your financial institution processing a transaction.
- If Optus issues you with a replacement NFC SIM due to the expiry of an NFC SIM or for any other reason, it is your responsibility to complete the activation of the new NFC SIM and to request the migration of your existing Available Balance to the new NFC SIM in accordance with this PDS.
- It is your responsibility to update relevant third parties with any changes in your Visa payment details. Neither Optus nor Heritage will be liable for any declined transactions or associated consequences for transactions 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 applying to the Facility are as follows:

LOADING OF VALUE	
Load Fee (each time value is loaded)	No charge
TRANSACTION FEES	
Transaction Fee	No charge
Foreign Transaction Fee	3% of transaction value*
OTHER FEES	
Monthly Fee	No charge
Any government duty, tax or charge relating to the Facility or any transaction	No charge
Disputed transactions (where transaction turns out to be valid) - Cost recovery for each disputed transaction submitted by you, where you are found to be liable for the transaction	\$10.00 per instance
Inactive Card Fee - Each month after any period of twelve (12) consecutive months in which a user has not made a transaction or load	\$1.95 per month
Cheque Issuing Fee (for Facility closure where balance is not transferred via EFT)	\$10.00
Data usage costs (for use of the Facility as charged under your mobile service plan. If roaming overseas, data usage may be charged at a higher rate.)	As charged under your Optus mobile service plan.
Replacement of a lost, damaged or faulty SIM	Optus charges may apply

* 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 ($1/0.65 \times \text{GB£}50.00$).
- After the currency conversion fee of AU\$2.31 ($\text{AU\$}76.92 \times 3.00\%$) is applied the cost to you will be \$79.21, which will be deducted from your Available Balance.

LIMITS

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

MAXIMUM BALANCE LIMIT	AMOUNT
Maximum Available Balance	\$500
TRANSACTION LIMITS	
Minimum Contactless Visa payWave Transaction	\$0.25
Maximum Contactless Visa payWave Transaction (subject to the merchant not requiring a PIN)	\$99.99
Minimum online or telephone Visa transaction	\$0
Maximum online or telephone Visa transaction	\$250
LOAD LIMITS	
Minimum single load (Push loads from 3rd party bank.)	\$0
Minimum single load (loads initiated by the App.)	\$2.50
Maximum single load (as long as it does not cause Available Balance to exceed maximum above)	\$500
Maximum aggregate load during any period of 1 day	\$1,000
Maximum aggregate load during any period of 30 days	\$3,000
Maximum aggregate load during any period of 12 months	\$36,000

QUERIES, DISPUTES AND COMPLAINTS

If you have a transaction or financial dispute, you can submit the dispute by filling out a Transaction Dispute Form, which is accessible via the App, and emailing a signed copy to **cashbyoptus@heritage.com.au** within 45 days of the date the disputed transaction was made. Our dispute resolution process requires that we seek to resolve your dispute within 21 days, although it is not always possible to do so.

If you have any other query or complaint relating to the Facility or the App, you should initially direct the query or complaint to the Cash by Optus Team at Optus on **1800 034 904**. Contact details are also available at **www.optus.com.au/cash**. If the matter is not satisfactorily addressed, you can contact Heritage Bank Limited 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 are unable to resolve your matter to your satisfaction within 45 days, you may escalate it 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. If you wish to escalate the complaint, please tell us and we will 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

Website: 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 recorded by us as loaded for transactions using the Facility, as denominated in Australian dollars, less any purchases, authorisations, transfers, fees and charges or other amounts debited under this Product Disclosure Statement.
- 1.3. **“App”** - means the Cash by Optus application installed on a Phone.
- 1.4. **“Business Days”** - means the hours of 9am to 5pm on bank business day is Queensland
- 1.5. **“Card Not Present”** - means a payment transaction using the Virtual Card details, such as online or telephone transaction.
- 1.6. **“Conditions of Use”** – means these Conditions of Use.
- 1.7. **“Direct Credit”** – means the transfer of funds initiated by you from an account with an Australian financial institution to the Facility.
- 1.8. **“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.
- 1.9. **“Facility”** – means the Cash by Optus Reloadable Visa Prepaid Virtual Card Facility, which can be or is loaded with value, subject to the Product Disclosure Statement, and is associated with your Phone, NFC SIM and mobile service number. The Facility includes the Virtual Card, and all previously issued but cancelled Virtual Cards.
- 1.10. **“Heritage”** - means Heritage Bank Limited ABN 32 087 652 024 AFSL 240984.
- 1.11. **“Issuer”** – means Heritage Bank Limited ABN 32 087 652 024 AFSL 240984.
- 1.12. **“Linked Account:”**- means an account at an Australian bank or other Australian financial institution which you have lawful access to withdraw funds from, and deposit funds into, and to which we have linked your Facility after you have successfully completed the linking process using your Phone and the App.
- 1.13. **“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.
- 1.14. **“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.
- 1.15. **“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 (MVNO) or Virgin Mobile (Australia) Pty Limited who uses the Optus network are not a mobile phone services for the purposes of this definition.

- 1.16. **“Negative Balance”** – means a balance on the Facility of less than zero arising because the debits using the Facility exceed the Available Balance on the Facility.
- 1.17. **“NFC SIM”** - means an Optus issued SIM card with near field communication capabilities and that is configured to work with the Facility.
- 1.18. **“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.
- 1.19. **“Passcode”** – means a 4 digit code you submitted at the time of registration, and any subsequent approved changes, that you must keep secret and that we may require to authenticate your identity or a transaction.
- 1.20. **“Phone”** – means the aggregate of an approved Mobile Service, compatible mobile device with an NFC SIM and a properly activated and installed App.
- 1.21. **“PDS”** – means the Product Disclosure Statement for the Facility.
- 1.22. **“PIN”** – means a personal identification number.
- 1.23. **“Reference Narration”** – means an alphanumeric or symbol text string of characters sent by us to your nominated account with an Australian financial institution.
- 1.24. **“Registration”** – means entering your personal details, Passcode and Memorable Words into the Phone, at the time of creation of your Facility and any subsequent changes.
- 1.25. **“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.
- 1.26. **“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.
- 1.27. **“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.
- 1.28. **“Unauthorised Transaction”** – means a transaction not authorised by you. It does not include any transaction carried out by anyone performing the transaction with your knowledge and consent, or Visa payWave transactions which require that the Phone be present at the payment terminal at the time of the contactless transaction which are deemed to be authorised by you under this Product Disclosure Statement.
- 1.29. **“Verified by Visa”** – 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.
- 1.30. **“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.
- 1.31. **“we”, “us” or “our”** – means the Issuer and its agents.
- 1.32. **“Website”** – means 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.

- 1.33. **“you” or “your”** – means the person who has requested and been (or is to 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 on the Phone before using the Facility.
- 3.4. You must activate your Facility by completing the App registration process and provide required current details such as 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. By agreeing to these Conditions of Use, you agree that you are financially responsible for all uses of the Facility. You are liable for contactless Visa payWave transactions using your Phone whether it is in your possession or not, unless your Phone has been reported lost or stolen in accordance with clause 17. If you disable the Passcode your risk of liability will increase (refer to section 21 (Liability for Unauthorised Transactions) of these Conditions of Use), if the Phone is lost or stolen.
- 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 the PDS and these Conditions of Use; and
 - acknowledge and agree to the information and disclosures contained in the 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 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 transactions limits where a PIN is not required. The limit 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.
- 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. There is no interest payable to you 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. The Facility is linked to, and can only be used with, your Phone.
- 4.13. The Facility can only be linked to one NFC SIM at any one time.
- 4.14. The Facility 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. A list of compatible mobile devices is available from Optus.
- 5.2. Prior to obtaining 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, 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 have terminated or cease using the Facility.
- 5.3. Heritage makes no representation or warranty as to the fitness for purpose of the Mobile Service, NFC SIM, the App and mobile phone.

6. ACTIVATING THE FACILITY

- 6.1. Upon obtaining your Facility you will need to complete the activation process, which includes the provision of information to aid identification and authentication of you. You will not be able to use the Facility until you have completed the activation process.
- 6.2. The Facility will need to be loaded with value prior to use for payment transactions.
- 6.3. If you are issued a replacement NFC SIM, you must migrate the Available Balance to the new NFC SIM card before it can be used for payment transactions. If you experience difficulty migrating the Available Balance, please contact the Support Centre by telephone for assistance.

USING THE FACILITY

7. USING THE FACILITY

- 7.1. The Facility can only be used for contactless Visa payWave and Card Not Present (also known as online or merchant order telephone order (MOTO) transactions).
- 7.2. Use of the Facility is subject to transaction limits (refer to pages 10 and 11 of these Conditions of Use).
- 7.3. The Facility is not issued with a PIN, and therefore cannot be used for transactions requiring a PIN.
- 7.4. 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.
- 7.5. If there is an insufficient Available Balance on your Facility to pay for a transaction, the transaction may be declined or the merchant may ask you to pay the balance by some other means.
- 7.6. You agree not to make or attempt to make transactions that exceed the Available Balance.
- 7.7. 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.
- 7.8. If a Negative Balance arises, that does not mean that a Negative Balance is allowed to arise or to be increased.
- 7.9. You can use the Facility as often as you like subject to the Available Balance on the Facility, the limits specified at pages 10 and 11 of these Conditions of Use and the expiry of the Facility – refer to clause 4 of these Conditions of Use.
- 7.10. 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.
- 7.11. You cannot 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 page 11 of this PDS.
- 7.12. If you are 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.

- 7.13. We are not liable in any way when authorisation is declined by a merchant for any particular transaction regardless of reason.
- 7.14. The Facility may not be used at ATMs, even if the ATM accepts contactless Visa payWave transactions.
- 7.15. You are responsible for all transactions using the Facility.
- 7.16. If you provide your Passcode to another person and/or permit someone else to use the Facility, you will be responsible for any transactions initiated by that person with the Facility.
- 7.17. You may not make pre-authorised regular payments through the use of the Facility.
- 7.18. Should the merchant payment terminal be offline or not able to make a connection with Heritage to authorise the transaction, the Facility cannot be used for payment.
- 7.19. Where you complete a Card Not Present Visa payment transaction with a merchant who is registered for Verified by Visa (VbV), we will send you an SMS message with a unique one time password to use with the merchant and complete the transaction. It is important you keep the mobile service number associated with the Facility up to date, to enable us to send you this SMS message. For avoidance of doubt, should you change your mobile service number and not advise us, by contacting the Support Centre by telephone, you will not be able to receive this SMS which will be needed to complete your transaction. It is your responsibility to submit the VbV one time password to the merchant to complete the transaction. We will not be responsible for a failed VbV transaction.
- 7.20. You can only draw funds from a Linked Account to top up your Available Balance. You may not otherwise 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 to the processing merchant. You will be liable for any Negative Balance that may arise as a result of the declined direct debit, along with any costs or interest we incur in recovering or attempting to recover the amount you owe us.
- 7.21. The Facility may not operate properly in some foreign countries (such as the USA) where the contactless payment terminals operate on different technical standards.

8. LOADING OF VALUE, AVAILABLE BALANCE & LIMITS

- 8.1. Value can be loaded to your Facility only as specifically provided 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 service number has been used.
- 8.8. You agree that Heritage and/or Optus may cancel the link to your Linked Account, should there be no load from that Linked Account over any continuous 12 month period.
- 8.9. Limits apply to the use of your Facility as set out in the Fees and Limits section – see pages 10 to 11 of the PDS.
- 8.10. Value loaded using the functionality in the App and using the Linked Account will usually become available for use within 3 Business Days. A longer period may apply in circumstances beyond our control, such as if there is a delay in your financial institution processing a transaction.
- 8.11. Value loaded by Direct Credit (eg. from your account with an Australian financial institution using a “Pay Anyone” facility instruction) will generally become available for use within 1 Business Day from the time the Direct Credit instruction is processed. A longer period may apply in circumstances beyond our control, such as if there is a delay in your financial institution processing a transaction.
- 8.12. We may, at our discretion and at any time, require you to recreate the link to the 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 to the Linked Account. We bear no responsibility for any consequences of these actions.
- 8.13. 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.

8.14. 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
- Your Phone’s NFC SIM or NFC functionality has been temporarily disabled; or
- Your Phone is operating in FLIGHT MODE; or
- You do not have network connectivity to the Optus telecommunications network; 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; or
- You have exposed the Phone or part of the Phone to an environmental condition outside the operating parameters of the Phone; or
- You have a virus or other unauthorised application or software operating on the Phone; or
- Other reasons not outlined above which impact the operation of the Facility.

9. TRANSACTION HISTORY & BALANCES

- 9.1. The Available Balance and transaction history of your Facility are available exclusively via the App. You can check the balance and transaction history of your Facility 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 must immediately notify us by contacting the Support Centre by telephone and follow the process set out on page 11 of this PDS. We may request you to provide additional written information concerning any error

(or possible error) and you must comply with that request.

- 9.4. It is 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 page 10 of the 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. VISA PAYMENT EXPIRY DATE

- 12.1. The Facility has Visa payment capabilities linked to the NFC SIM in your Phone. The Visa payment capabilities have an expiry date for use as contemplated in these Conditions of Use which means that after this date the Facility will not be available for use and you will need to obtain a replacement NFC SIM. The expiry of the Facility should NOT impact on your telecommunications services which operate independently of the Facility.
- 12.2. After the expiry of your Facility, your Facility's balance will continue to be held by the Issuer. You will need to migrate the Available Balance from the old NFC SIM to the new NFC SIM by contacting the Support Centre by telephone, and in certain cases you may be directed to complete this via the Phone.
- 12.3. You can locate the expiry date of your NFC SIM and Visa payment capabilities, from the visual representation of the payment card in the App. If you have trouble locating this, please contact the Support Centre.
- 12.4. A replacement NFC SIM may be issued to you prior to the expiry date, where you have been using the Facility in the recent past and where you have registered your contact details with us. It is your responsibility to properly migrate your mobile service to the new NFC SIM, and contact the Support Centre by telephone to migrate the Available Funds balance to the new NFC SIM. If you do not migrate the Facility to the new NFC SIM, you will not be able to access your Facility.
- 12.5. For the avoidance of doubt, the occurrence of the expiry date does not result in the expiry or termination of these Conditions of Use or any other contract that covers 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 at page 10 of the 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 should 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 should be kept private and not disclosed to anyone.
-

TIPS ABOUT PASSCODE SECURITY

- Do not record a Passcode in reverse order, or disguised as of your phone number or date where no other phone numbers or dates are recorded.
- Do not record a Passcode in an easily decoded format based on the alphabet (eg. A=1, B=2, etc).
- Do not record a Passcode in a series of numbers with the actual numbers circled or highlighted in any way.
- Do not 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 section 21 (Liability for Unauthorised Transactions) of these Conditions of Use.

- 14.5. As the Phone is a personal device, we will accept any use of your Passcode with your Phone as being authorised by you, and will execute 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 to authenticate you or a transaction on the Facility.
- 14.6. Should you enter the wrong Passcode when using the App, you will be given several attempts to enter the correct Passcode. There may be a delay before you can re-attempt to enter your Passcode. Should you be unable to recall the Passcode, you will be locked out and the ability to make payments will be suspended. You will need to contact the Support Centre by telephone to remove the suspension from the Facility. You will need to identify yourself to the Support Centre by telephone for the suspension of the Facility to be removed.

15. MEMORABLE WORDS

- 15.1. At the time of activation you will be requested to provide answers to some security questions - the responses we call "Memorable Words". Memorable Words will be used to identify you as the registered user of the Facility when engaging with the Support Centre by telephone.
- 15.2. The Memorable Words should be kept private and not disclosed to anyone

16. SECURITY OF FACILITY

- 16.1. You must immediately notify us by contacting the Support Centre by telephone if:
- Someone gains access to your Facility or Facility details or they are otherwise compromised
 - the Facility is misused, or the Phone or NFC SIM is lost or stolen;
 - any part of your Phone is damaged or not working properly;
 - the security of a Passcode is breached in any way; or
 - there is reason to believe any of the above might occur or might have occurred.
 - 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 is a delay in giving this notification, 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 ISSUES AFFECTING THE FACILITY

17. YOUR SIM CARD

- 17.1. A traditional, non-NFC SIM cannot be used with the Facility and, if installed in your Phone, you will not be able to access the App, Visa payWave functionality or Visa payment capabilities.
- 17.2. Should your NFC SIM become damaged, lost or disabled, the Available Balance can be migrated to a different (not previously used) NFC-SIM, subject to you being authenticated as the authorised holder of the Facility. For avoidance of doubt, once the Facility and a NFC SIM link has been severed, it may not be re-established and a new NFC SIM will need to be obtained from Optus. During this time your original NFC SIM should continue to provide you telecommunication services from Optus. A fee may apply. Refer to the fee table on page 10 of this PDS.
- 17.3. Should you change your NFC SIM in the Phone to a non NFC SIM or new NFC SIM which has not been activated, you will not be able to access the functionality of the App, and the contactless payWave functionality will be disabled for the Facility. Depending on the circumstances, the payment details of the Facility still may be able to be used online.
- 17.4. As soon as you become aware your Phone or NFC SIM is lost or stolen, or your Facility details may have been used by someone without your authority, you must notify us immediately by calling the Support Centre by telephone. If you notify us that your Phone or NFC SIM has been lost or stolen or the Facility details have been used by someone without your authority, the Facility will be suspended as soon as possible after the report is made. You may be liable for transactions for which you did not give authority and which were incurred or processed up to when the Facility is suspended by us – refer to clause 21 of these Conditions of Use. Should you later locate your Phone and contact Optus to reactivate the Phone, you may need to contact the Support Centre by telephone to un-suspend the Facility, unless we can authenticate you via the Phone.
- 17.5. Should the NFC SIM be lost or stolen, you will need to contact the Support Centre to request a replacement NFC SIM. After receiving your replacement NFC SIM, you will need to contact the Support Centre by telephone and transfer the Available Balance of your

Facility to the new NFC SIM. Replacement NFC SIMs cannot be sent to an address outside of Australia.

- 17.6. 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 will not hold the Issuer or Optus liable for any loss of funds loaded to the Facility.
- 17.7. Should your Optus mobile service be barred or suspended for non-payment or other reason, your Facility may cease to work properly until the issue is resolved with Optus.
- 17.8. Should the NFC SIM associated with your Facility become lost, damaged or faulty, you will need to purchase or obtain a replacement NFC SIM to access the Available Balance. In such instances it is your responsibility to obtain from Optus the NFC SIM and successfully complete the steps necessary to migrate the Available Balance to a new NFC SIM, or to close the Facility.

18. MIGRATING THE FACILITY TO A NEW NFC SIM

- 18.1. On expiry or if the Phone or NFC SIM is lost or stolen, to migrate the Facility to a replacement NFC SIM, you may need to contact the Support Centre by telephone, and authenticate yourself. This 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 withdraw or suspend the Facility after migration if we determine that the Facility may have been compromised or we suspect the migration request was fraudulent or not authorised by you.
- 18.3. For the avoidance of doubt, migration of your Facility to a replacement or new NFC SIM does not result in us issuing a new Facility to you, but merely the transfer and linkage of your existing Facility to a new NFC SIM.

19. CHANGE IN MOBILE PHONE NUMBER

- 19.1. Should you change your mobile phone number, it will not be automatically changed or updated against the Facility. In this circumstance, you will need to contact the Support Centre by telephone, and request the updating of your Cash by Optus personal details, and specifically, the change of your Phone's service number (your mobile phone number) associated with the Facility.
- 19.2. If you change your mobile phone number without notifying the Support Centre by telephone your Facility may not work properly.

LIABILITY AND RISK

20. REVIEWING TRANSACTIONS

- 20.1. You must regularly check your Facility's transactions for any Unauthorised Transactions or any errors (or possible errors), using the transaction history feature of the App.
- 20.2. You must immediately notify the Support Centre by telephone if you notice any Unauthorised Transactions or any errors (or possible errors) in any transaction or statement relating to the Facility. We may require you to provide additional written information concerning the issue.

21. LIABILITY FOR UNAUTHORISED TRANSACTIONS

- 21.1. Any Unauthorised Transactions or any errors (or possible errors) in transactions must be reported to the Support Centre by

telephone, which may lead to the Facility being suspended. The act of suspending the Facility will NOT impact on your Optus mobile service unless you have separately reported the Phone lost or stolen to Optus.

- 21.2. We deem the Phone as being a personal device, which is your personal property and in your custody or control at all times. As a result, we will deem contactless transactions performed using the Phone to have been authorised by you (even if not actually authorised by you) and you are liable for all such transactions except as otherwise stated in these Conditions of Use. Once the Phone has been reported as stolen or lost in accordance with clause 17.4, we will suspend the Facility and not allow further transactions. You can request the removal of the suspension of the Facility by contacting the Support Centre by telephone.
- 21.3. You will not be liable for losses resulting from Unauthorised 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 of the Facility has been misused, or lost or stolen in accordance with clause 17.
- 21.4. For avoidance of doubt, you will 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
 - 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 Phone accessory; 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
 - acting with extreme carelessness in failing to protect the security of the relevant Passcode; or
 - allowing another person to have access, come into contact with, loan, use or interact with the Phone 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.
- 21.5. 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.
- 21.6. You will 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 Facility 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.

- 21.7. You will also be liable for losses resulting from Unauthorised Transactions in addition to those losses described in paragraph 21.4 and 21.6 of 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 Facility 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).
- 21.8. 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 further authorise us to release your personal details and other related information to Optus, and where you have authorised Optus to provide to Heritage or its authorised representative, information necessary for Heritage, or its authorised representative, to contact you to obtain the repayment of the funds. If you are not the Optus account holder for the Mobile Service associated with the Facility, you authorise us to contact Optus and/or the Optus account holder on your behalf, and authorise Optus and/or the Optus account holder to provide us all necessary information and assistance to contact you.

EXPIRY, CANCELLATION AND NON USE

22. EXPIRY OR CANCELLATION OF FACILITY AND FACILITY REVOCATION

- 22.1. You may, on any Business Day, ask for your Facility to be cancelled.
- 22.2. We may revoke your Facility at any time without cause.
- 22.3. Your Mobile Service with Optus will not be affected by the expiry, cancellation or revocation of the Facility. For avoidance of doubt, your contractual obligations to Optus in relation to your Mobile Service will persist after the Facility expires or is cancelled or revoked.
- 22.4. On the expiry, revocation or cancellation of the Facility, we will pay the Available Balance to you when all of the following are satisfied:
- we are 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. If you are not the owner of the Optus Mobile Service, you agree to allow us to verify your personal details with the Optus account holder to a level that we are satisfied with;
 - we are satisfied that there are no cancelled or unexpired merchant authorisations or approvals on the Facility;
 - we are satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Available Balance; and
 - we have received your instructions for the payment of the Available Balance using any form we require.
- 22.5. Subject to this agreement, the Available Balance will be paid on

closure of the Facility by either:

- 1) electronic transfer to your Linked Account, or
- 2) if required by you, a physical cheque sent to the address listed in your registration (less any cheque issuing fees as applicable, which at the time of issuing these Conditions of Use was \$10 per cheque, such fee being deducted from the Available Balance of the Facility prior to closure).

23. NON USE OF THE FACILITY

- 23.1. 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 page 10 of the PDS.) For avoidance of doubt, if the Facility is not used for 11 continuous months, and then used in the 12th month, the Facility will not be charged the Inactive Card Fee, and the Facility will have to then not be used for a further 12 months before the Inactive Card Fee would apply.
- 23.2. 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 and you waive all recourse to Heritage and Optus with respect to the Facility after closure.

24. SUSPECTED FRAUDULENT USE

- 24.1. We may terminate your Facility immediately without notifying you, if we suspect you of using your Facility for unlawful purposes or committing, or attempting 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.

25. LIABILITIES AND DISCLAIMERS

- 25.1. 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 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 disputed contactless transaction which required your Phone to be present, except where your Phone has been formally notified as being lost or stolen; or
 - anything specifically excluded or limited elsewhere in these Conditions of Use, except where your Phone has been formally notified as being lost or stolen.
- 25.2. Our and Optus' liability in any event (other than in relation to Unauthorised Transactions) shall not exceed the amount of the Available Balance.
- 25.3. 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).
- 25.4. All conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by applicable laws and regulations.
- 25.5. Any failure or delay to enforce a term of these Conditions of Use does not mean a waiver of them.
- 25.6. 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.
- 25.7. 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, NFC SIM, phone resident software including Phone firmware and the App), computer viruses, forces of nature, labour disputes and armed conflicts.
- 25.8. You agree that we are not responsible for any content on the Website other than content relating specifically to the Facility.

COMMUNICATIONS AND PRIVACY

26. PRIVACY AND INFORMATION COLLECTION

- 26.1. In this section 26, a reference to 'we', 'us' or 'our' is a reference to the Issuer and Optus.
- 26.2. 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.

- 26.3. 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.
- 26.4. 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.
- 26.5. If you provide us with personal information about someone else, you agree to inform that person of the contents of this notice.
- 26.6. 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.
- 26.7. We also disclose your personal information to recipients located overseas, as referenced in the Optus Privacy Policy (www.optus.com.au/privacy) and the Issuer's Privacy Policy (www.heritage.com.au/Privacy-Policy)
- 26.8. 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.
- 26.9. 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.
- 26.10. 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.

27. COMMUNICATIONS

- 27.1. 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.
- 27.2. 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.
- 27.3. For avoidance of doubt, apart from the information provided to you with your NFC SIM, 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.
- 27.4. 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).
- 27.5. 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.
- 27.6. 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.
- 27.7. 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.
- 27.8. 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.

- 27.9. 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.
- 27.10. If you have a query, dispute or complaint, follow the process set out on page 11 of the PDS

OTHER LEGAL TERMS

28. CHANGES TO THESE TERMS & CONDITIONS

- 28.1. 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 your 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 change your Passcode; or
 - alter these Conditions of Use in some other way.
- 28.2. We will 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.
- 28.3. 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.
- 28.4. We can give advance notice of a 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
 - placing it on the Website;
 - email, letter or circular;
 - providing a comment in the transaction history list of the application; or
 - using another method that the law or the ePayments Code allows or requires us to use.
- 28.5. When we notify you of a change:
- we will comply with any applicable requirements under a law of the ePayments Code; and
 - subject to doing that, it will be sufficient if the notification or announcement explains the substantial effect of the change.
- 28.6. The current version of these Conditions of Use is available on the Website, via the App and where you acquired the Facility.

29. PARTIES

- 29.1. 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.

- 29.2. 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.
- 29.3. You cannot transfer any of your rights or obligations under the agreement.
- 29.4. 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.

30. GOVERNING LAW

- 30.1. 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.

31. SEVERABILITY

- 31.1. 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.

