



Cards4all Pty Ltd  
ABN 99118 809 886  
PO Box 280 Tugan 4224  
Ph: 0412 355 401  
Ph: 1300 69 1066  
brian@cards4all.com.au

## Prepaid Re-loadable ATM Card Terms & Conditions

### Prepaid card ATM (Low Value)

#### Conditions of Use

(Valid from April 14th 2016)

##### 1. BEFORE YOU USE YOUR PREPAID CARD AND INTRODUCTION

Please read these Conditions of Use. They apply to all transactions initiated by you through an Electronic Banking Terminal (which in these Conditions of Use refers to EFTPOS devices and ATMs) by the combined use of your Prepaid Card and a Personal Identification Number (PIN).

The first time that you use your Prepaid Card you will be requested to agree to abide by these Conditions of Use. Therefore, these Conditions of Use should be read carefully. We suggest that you seek advice if you do not understand any information contained within these Conditions of Use or how they apply to you. Once you accept these Conditions of Use, they will apply to your use of your Prepaid Card.

If you fail to properly safeguard your Prepaid Card and PIN you may increase your liability for unauthorised use (refer to section 16 for a list of circumstances where you may be held liable for unauthorised use of your Prepaid Card).

Words that are capitalised are defined in section 23 below.

##### 2. CARD ISSUER

Cards4all Pty. Ltd. ABN 99 118 809 886 is the issuer of the Prepaid Card. By activating your Prepaid Card, you are entering into a contract with Cards4all Pty. Ltd.

##### 3. SIGNING YOUR PREPAID CARD

You agree to sign your Prepaid Card as soon as you receive it and before using it, as a means of preventing unauthorised use.

#### 4. THE PREPAID CARD

This Prepaid Card is an EFTPOS Reloadable Card.

This Prepaid Card allows purchases and payments to be made wherever eftpos Prepaid Cards are accepted, if a sufficient Value is stored on the Prepaid Card. The Prepaid Card can be used to withdraw cash at ATMs. Businesses may choose not to accept this eftpos Prepaid Card. You should always check with the business that it will accept your Prepaid Card before you attempt to purchase any goods or services..

You acknowledge and agree that you will not earn any interest on any Value that is stored on your Prepaid Card from time to time.

Cards4all Pty. Ltd. will debit (deduct) against the Value any transaction you authorise using your Prepaid Card.

Cards4all Pty. Ltd. will (in the first instance) consider a transaction as having been authorised by you when:

you conduct an Electronic Transaction;  
your Prepaid Card is used to conduct an Electronic Transaction; or  
your Prepaid Card is presented to a Business (or someone else on behalf of a (business) in a way acceptable to Cards4all Pty. Ltd.

Fraudulent transactions can occur on your Prepaid Card. Where you advise Cards4all Pty. Ltd. that a transaction that has been debited (deducted) is fraudulent, unauthorised or disputed, Cards4all Pty. Ltd. will investigate and review that transaction in accordance with section 18 of these Conditions of Use.

#### 5. BENEFITS OF THE CARD

The benefits of the Prepaid Card include:

the Prepaid Card can be used to buy goods and services from businesses in Australia who accept Prepaid eftpos Cards (at the business's discretion);

the Prepaid Card can be used to withdraw cash from ATM of businesses in Australia (at the business's discretion);

the Prepaid Card accesses only the value which has been loaded onto the Prepaid Card. It is not a credit card. You can only spend up to the value of cleared funds stored on your Prepaid Card;

the Prepaid Card is RELOADABLE which means you can add extra funds to it, until the expiry of the Prepaid Card, by Direct Credit from internet banking via Pay Anyone;

the Prepaid Card is RELOADABLE by a business, where that business chooses to load additional value to the Prepaid Card via internet banking or eftpos;

it reduces the need to carry cash;

it is a simple and convenient way for a business to reward you in accordance with any Promotional Offer or Marketing Schemes including Loyalty Schemes, they may choose to conduct, from time to time;

all funds are held by Cards4all Pty. Ltd., at Indue Ltd. ABN 97 087 822 464, who is an authorised deposit-taking institution.

## 6. RISKS OF THE CARD

The risks or issues associated with the Prepaid Card include:

your Prepaid Card may be lost, stolen or destroyed;

your Prepaid Card details may become known to criminals via various methods who may be able to withdraw the Value using a counterfeit card;

depending on legislation in force from time to time, the Value stored on your Prepaid Card, may not fall within the scope of any deposit guarantee being offered by the Australian government from time to time. As at the date of these Conditions of Use, the Value stored on your Prepaid Card is not protected by any deposit guarantee currently being offered by the Australian government;

any attempted load by you or a business that will take the Value on your Prepaid Card over the Prepaid Card Limit will be rejected in full;

the Prepaid Card cannot be used overseas;

you not having sufficient Value on your Prepaid Card to cover a payment;

failure to safeguard your PIN may result in loss of Value;

a delay, error, inaccuracy or omission occurring due to failure of computer systems, the telephone banking network, any telephone system or other electronic system or ancillary equipment. This may mean the Prepaid Card cannot be used or a transaction cannot be processed;

circumstances beyond our reasonable control preventing a transaction from being processed;

businesses may, at their discretion, refuse to accept the Prepaid Card as a method of payment OR apply their own conditions to use the Prepaid Card. You should always check with the business that it will accept the Prepaid Card before purchasing any goods or services;

if you do not use the Value loaded onto your Prepaid Card within the time-frames set out in these conditions of use, you may lose any remaining Value on your Prepaid Card due to fees being charged (refer to section 13 and section 14 in these Conditions of Use);

unauthorised and fraudulent transactions may occur on your Prepaid Card; and

due to equipment errors, malfunctions or equipment being used incorrectly, the same transaction may be processed more than once or transactions may not be processed at all.

## 7. ACTIVATING YOUR PREPAID CARD

After successful application for a Prepaid Card, you will be required to activate your Prepaid Card before being able to use your Prepaid Card.

To activate your Prepaid Card, visit our online Prepaid ATM Card Activation Portal and follow the prompts.

Activate PREPAID Card

## 8. PERSONAL IDENTIFICATION NUMBER (PIN) SECRECY

If you fail to properly safeguard your Prepaid Card or PIN, you may increase your liability for unauthorised use (refer to section 16 below for a list of circumstances where you may be held to be liable for an unauthorised transaction). We therefore strongly recommend that:

you not record your PIN on your Prepaid Card or on anything with or near your Prepaid Card;

you not tell anyone your PIN and try to prevent anyone else from seeing your PIN;

you try to prevent anyone else seeing you enter your PIN into an Electronic Banking Terminal; and

if you think that your PIN has become known to someone else, you must notify Cards4all Pty. Ltd. immediately – see section 10..

If you forget your PIN, you are able to reset it by visiting our online Prepaid ATM Card Account Portal and following the prompts (refer to section 10 below).

## 9. IMPORTANT POINTS TO REMEMBER TO SAFEGUARD YOUR PREPAID CARD

Important information you should consider:

no-one from Cards4all Pty. Ltd. or any Business(s) will ever ask you for your PIN, therefore, you should never disclose it to anyone either verbally, in writing or electronically;  
do not access Cards4all Pty. Ltd.'s website via an email link embedded in an email. Always access the website directly from your internet browser at the website page;  
cover your hand when entering your PIN at an Electronic Banking Terminal;  
do not allow anyone to swipe your Prepaid Card when it is not in full sight of you;  
maintain up-to-date anti-virus software and a firewall on your computer;  
do not respond to email requests which include your PIN code or account details, please always log on to view your transaction history in the set fashion through [cards4all.com.au](http://cards4all.com.au), as described in the activation process;  
don't choose a PIN that is easily identified with you, e.g. your date of birth, an alphabetical code which is recognisable part of your name or your car registration, etc;  
don't choose a PIN that is merely a group of repeated numbers;  
never lend your Prepaid Card to anyone;  
never leave your Prepaid Card unattended, e.g. in your car or at work;  
examine your Prepaid Card activity regularly to identify and report, as soon as possible, any instances of unauthorised use;  
immediately report the loss, theft or unauthorised use of your Prepaid Card to Cards4all Pty. Ltd.; and  
for security reasons, upon the Expiry Date destroy your Prepaid Card by cutting it diagonally in half.

## 10. REPORTING THE LOSS OR THEFT OF YOUR PREPAID CARD AND / OR PIN CODE

If you believe your PIN record has been lost or stolen or your PIN has become known to someone else, you should IMMEDIATELY take action:

If your PIN has become known to someone else but you are still in possession of the card, you may log in to your online account and select the "CHANGE PIN" menu option.

You may also suspend your card by selecting the "Lost/Stolen Card" menu option.

If your card has been stolen or lost you can Contact Cards4all Pty. Ltd. to request suspending your card and to arrange a replacement card.

\*\*\*A PIN Change Fee applies in circumstances where you change your PIN (refer to section 13 below).

Upon successful suspension of your Prepaid Card, all transactions will be blocked (other than transactions which are below business's floor limits and where no electronic approval is required) and even if you should find your Prepaid Card, you will not be able to use it until you have spoken with Cards4all Pty. Ltd. to reactivate your Prepaid Card. Cards4all Pty. Ltd. will use its best endeavours to contact you within 24 hours of the next Business Day from when you placed a stop on your Prepaid Card to arrange either a replacement Prepaid Card to be issued to you or for your Prepaid Card to be reactivated in circumstances where you have found it.

Alternatively, you may contact by phone: Contacting Cards4all Pty. Ltd. Brian Leamon, National Sales Manager 0415 111 890 during 10am – 5pm AEST

If the website referred to above and Cards4all Pty. Ltd.'s phone number are not operating when you try to use it for notification purposes, any losses occurring due to non-notification whilst the website and phone number referred to above are non-operational will be the liability of Cards4all Pty. Ltd.. To avoid further losses you are required to continue to try to contact Cards4all Pty. Ltd. through both the website and the phone number referred to above. Providing you continue to try to contact by both of these methods as is reasonable in your circumstances, Cards4all Pty. Ltd. will continue to be liable for any loss occurring on your Prepaid Card. If you do not try to contact Cards4all Pty. Ltd. as is reasonable in your circumstances, then you may become liable for any losses occurring on your Prepaid Card in accordance with section 16 below.

## Procedure

Once a replacement Prepaid Card is issued to you, the Value remaining on your lost or stolen Prepaid Card will be transferred to your new Prepaid Card less any unauthorised transactions for which you are liable (refer to section 16 for a list of circumstances where you may be held liable for unauthorised transactions) and the Replacement Card Fee (refer to section 13 below). You must give Cards4all Pty. Ltd. a reasonable time to arrange cancellation and the issue of a replacement Prepaid Card.

## 11. USING YOUR PREPAID CARD

The Prepaid Card cannot be used to make or complete a transaction that exceeds the Value that is stored on your Prepaid Card from time to time. Any attempted transaction that you make that is in excess of the Value stored on your Prepaid Card at that time will be rejected. In these circumstances, a Decline Fee will apply (see section 13 below).

The Prepaid Card may be used as many times as desired as long as the necessary Value is available, the Expiry Date has not been reached and the Prepaid Card has not been suspended or cancelled.

Cards4all Pty. Ltd. does not warrant or accept any responsibility if an Electronic Banking Terminal does not accept your Prepaid Card. You should always check with the relevant business that it will accept your Prepaid Card before purchasing any goods or services.

Cards4all Pty. Ltd. is not responsible in the event that you have a dispute regarding the goods or services purchased using your Prepaid Card. In the first instance, you must contact the business directly. If you cannot resolve the dispute with the business, Cards4all has the ability in certain circumstances to investigate the disputed transaction on your behalf (refer to section 18 below for a list of the circumstances when Cards4all can investigate a disputed transaction) and attempt to obtain a refund for you.

## 12. LOADING VALUE

You can load (add) your own funds onto your Prepaid Card. Each time you complete a load transaction, you will be charged a Load Fee (see section 13 below).

To load (add funds) via Direct Credit, use the BSB and account number that appears on the reverse side of your Prepaid Card as well as the name in which you have activated your Prepaid Card. You must ensure all data submitted is accurate and correct otherwise your load may be rejected. In these circumstances, a Load Fee will apply (refer to section 13).

The total Value that may be loaded (added) onto your Prepaid Card at any one time cannot exceed the Prepaid Card Limit. Any attempted load that would take the Prepaid Card Value over the Prepaid Card Limit at any one time will be rejected in full. To avoid this Cards4all Pty. Ltd. recommends that you regularly check your balance online.

### 13. FEES AND CHARGES

The following standard fees and charges apply. You agree to pay to Cards4all Pty. Ltd. all fees and charges that are set out in these Conditions of Use. Cards4all Pty. Ltd. will deduct these fees and charges from your Prepaid Card by debiting (deducting) the amount of the fee or charge in accordance with this section 13. All fees and charges that are set out in this section 13 are inclusive of GST.

If you consider Cards4all Pty. Ltd. has incorrectly charged you a fee or a charge, you may dispute this by contacting Cards4all Pty. Ltd. in accordance with section 18. Any incorrectly charged fee or charge will be reversed by Cards4all Pty. Ltd.

Load Fee: \$0.49

For successful and declined loads per transaction, deducted from your Prepaid Card at the same time the load transaction is credited (added) to your Prepaid Card. Refer to section 12 above.

Transaction Fees: \$0.49

POS (Eftpos devices) per transaction, deducted from your Prepaid Card at the same time you successfully use your Prepaid Card at an eftpos device.

Decline Fee: \$0.29

Per transaction, deducted from your Prepaid Card at the same time you attempt to use your Prepaid Card at an eftpos device, but that transaction is declined.

ATM Withdrawal:

Westpac & St George ATMs:

ATM withdrawal and balance enquiry: \$2.49

Per transaction, deducted from your Prepaid Card at the same time you successfully withdraw cash or complete a balance enquiry at a Westpac or St George branded ATM.

ATM Decline fee – Insufficient funds: \$2.49

Per transaction, deducted from your Prepaid Card at the same time you attempt to withdraw cash from a Westpac or St George branded ATM, but that transaction is declined due to insufficient funds or other reason.

We recommend that you always use a St George or Westpac branded ATM as other ATM charges may be higher.

All Other ATMs (other than Westpac & St George branded ATMs)

ATM Owner's Fee: as displayed on screen at time of withdrawal or balance enquiry transaction (paid to ATM owner, not Cards4all Pty. Ltd.),

PLUS

ATM Prepaid Card Issuer's Fee: \$0.59

Per transaction, deducted from your Prepaid Card at the same time you successfully withdraw cash from an ATM or make a balance enquiry; or

ATM Decline Fee: \$0.59

Per transaction, deducted from your Prepaid Card at the same time you attempt to withdraw cash from an ATM, but that transaction is declined.

Other Fees:

Card to Card Fee: \$0.59

Per transaction, deducted from your Prepaid Card at the same time you use your Prepaid Card to transfer funds to another Cards4all Pty. Ltd. Prepaid Card in the same Card Program from your Prepaid Card.

As at the date of these Conditions of Use, the Card to Card transfer functionality is not available.

Cards4all Pty. Ltd. will notify you once this function is available by providing a notice on our Website.

Replacement Card Fee: \$3.90

Charged per replaced card (refer to section 10 above and sections 14 and 15 below).

Account Closure Fee: \$3.90

Charged and deducted from the Prepaid Card upon closure of the Prepaid Card in accordance with sections 14 and 15 below.

PIN Change Fee: \$0.49

Per PIN change, deducted from your Prepaid card at the same time you reset your PIN in accordance with section 10.

SMS balance Fee: \$0.49



Per SMS balance requested, deducted from your Prepaid card at the same time you request your current balance to be provided to you by SMS.

As at the date of these Conditions of Use, the SMS balance request functionality is not available. Cards4all Pty. Ltd. will notify you once this function is available by providing a notice on our Website.

Expiry Fee: Refer to sections 14 and 15 below.

#### 14. CARD EXPIRY

The Prepaid Card is valid until the Expiry Date. You must use all available Value by the Expiry Date to ensure you receive the benefit of the Value.

Prior to the Expiry Date, you may contact Cards4all Pty. Ltd. and request that a new Prepaid Card be distributed to you. In these circumstances you will be charged a Replacement Card Fee (refer to section 13 above) but will not be charged a fee associated with transferring any Value remaining on your existing Prepaid Card to the new Prepaid Card.

Prior to the Expiry Date or cancellation of your Prepaid Card, you should ensure that you use all Value that is remaining on your Prepaid Card or alternatively, withdraw any Value remaining on your Prepaid Card by visiting an ATM.

If you have not made prior arrangements before the Expiry Date of your Prepaid Card, then on the Expiry Date we will stop your Prepaid Card and you will no longer be able to use it and an Account Closure Fee will be charged and deducted from your Prepaid Card.

If on the Expiry Date, Value remains on your Prepaid Card (after payment of the Account Closure Fee), then:

If the Value is less than \$10.00, you will be charged an Expiry Fee equal to the Value remaining on your Prepaid Card. For example, if the Value remaining on your Prepaid Card on the Expiry Date is \$7.22, on the Expiry Date we will charge you an Expiry Fee equal to \$7.22; or

If this Value is greater than \$10.00, then Cards4all will make a reasonable attempt to contact you to arrange for the Value remaining on your Prepaid Card to be returned to you by either cheque or gift card or electronic funds transfer to your nominated bank account.



If after 6 months after the Expiry Date, Cards4all Pty. Ltd. has not been able to contact you after reasonable enquiries have been made in order for us to return the Value remaining on your Prepaid Card to you, then all funds held will be forfeited to Cards4all Pty. Ltd. If you subsequently contact Cards4all Pty. Ltd. within two (2) years after the Expiry Date and request a refund, we will refund the remaining value owing to you.

You must not use your Prepaid Card after the Expiry Date shown. In circumstances where your Prepaid Card is used for store purchases which are below floor limits and where no electronic approvals are in place, you will be liable to Cards4all Pty. Ltd. for the Value of any transaction as well as any reasonable costs incurred by Cards4all Pty. Ltd. in collecting the amount owing.

## 15. CANCELLATION OF YOUR CARD

The Prepaid Card always remains the property of Cards4all Pty. Ltd.

Cards4all Pty. Ltd. may cancel and demand the return of the Prepaid Card issued to you at any time:

for security reasons and to protect the remaining Value where the Prepaid Card has been or is reasonably suspected by Cards4all Pty. Ltd. to have been compromised and such compromise has been caused directly by you or third parties; or  
if you breach these Conditions of Use and that breach is of a serious nature.

If these circumstances arise, Cards4all Pty. Ltd. will notify you that your Prepaid Card has been cancelled.

You may cancel your Prepaid Card at any time by giving Cards4all Pty. Ltd. notice in writing (via the website) or by telephone. Prior to the cancellation of your Prepaid Card, you should ensure that you use all Value that is remaining on your Prepaid Card or alternatively, withdraw any Value remaining on your Prepaid Card by visiting an ATM.

On the date that your Prepaid Card is cancelled by Cards4all Pty. Ltd. or you, in accordance with this section 15 (referred to as the Cancellation Date), you will be charged an Account Closure Fee which will automatically be deducted from the Value remaining on your Prepaid Card.

If on the Cancellation Date (and after payment of the Account Closure Fee ) Value remains on your Prepaid Card then:

if this Value is less than \$10.00, you will be charged an Expiry Fee equal to the Value remaining on your Prepaid Card. For example, if the Value remaining on your Prepaid Card on the Cancellation Date after payment of the Account Closure Fee is \$7.22, on the Cancellation Date we will charge you an Expiry Fee equal to \$7.22; or

if this Value is greater than \$10.00, then we make reasonable attempts to contact you to arrange for the Value remaining on your Prepaid Card to be returned to you by either cheque, gift card or electronic funds transfer to your nominated bank account.

If after 6 months after the Cancellation Date, Cards4all Pty. Ltd. has not been able to contact you after reasonable enquiries have been made in order for us to return the Value remaining on your Prepaid Card to you, then all funds held will be forfeited to us. If you subsequently contact us within 2 years after the Cancellation Date and request a refund, we will refund the balance to you.

You must not use your Prepaid Card after the Cancellation Date. In some circumstances your Prepaid Card may be used for store purchases which are below floor limits and where no electronic approvals are in place. If you use your Prepaid Card after the Cancellation Date in these circumstances then you will be liable to Cards4all Pty. Ltd. for the Value of any transaction as well as any reasonable costs incurred by Cards4all Pty. Ltd. in collecting the amounts owing.

#### 16. YOUR LIABILITY IN CASE YOUR PREPAID CARD IS LOST OR STOLEN OR IN CASE OF UNAUTHORISED USE

(1) You are not liable for any unauthorised use of your Prepaid Card:

- (a) before you have actually received your Prepaid Card or PIN;
- (b) after you have reported it lost or stolen under section 10; or
- (c) if you did not contribute to any unauthorised use of your Prepaid Card.

(2) For the purpose of section 16(1)(c) you will be taken to have contributed to any loss caused by unauthorised use of your Prepaid Card if:

- (a) in relation to a transaction arising out of a sales or cash advance voucher, you unreasonably delay notification of your Prepaid Card being lost or stolen or of any unauthorised use of your Prepaid Card;
- (b) you voluntarily disclose your PIN to anyone, including a family member or friend;
- (c) you voluntarily allow someone else to observe you entering your PIN into an Electronic Banking Terminal;
- (d) you write or indicate your PIN on your Prepaid Card;
- (e) you write or indicate your PIN (without making any reasonable attempts to disguise the PIN) on any article carried with your Prepaid Card or likely to be lost or stolen at the same time as your Prepaid Card;
- (f) you allow anyone else to use your Prepaid Card;
- (g) you unreasonably delay notification of:
  - (i) your Prepaid Card or PIN record being lost or stolen; or
  - (ii) unauthorised use of your Prepaid Card; or
  - (iii) the fact that someone else knows your PIN.

(3) If you are taken to have contributed to the unauthorised use of your Prepaid Card under section 16(2), your liability will be the lesser of:

(a) the actual loss when less than the Value stored on your Prepaid Card at that time the loss occurred; or

(b) the Prepaid Card Limit.

(4) Where a PIN was required to perform an unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by unauthorised use of your Prepaid Card, your liability will be the lesser of:

(a) \$150;

(b) the actual loss when less than the Value stored on your Prepaid Card at that time the loss occurred; or

(c) the actual loss at the time Cards4all Pty. Ltd. is notified of the loss or theft of your Prepaid Card.

(5) In determining your liability under section 16(4):

(a) Cards4all Pty. Ltd. will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred; and

(b) the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss.

(6) Your liability for losses occurring as a result of unauthorised access will be determined under the EFT Code of Conduct as issued from time to time by the Australian Securities and Investments Commission. The guidelines set out at sections 8 and 9 to safeguard your Prepaid Card are the minimum suggested security measures you should take.

## 17. STATEMENT OF TRANSACTION HISTORY

You may check the Value that is on your Prepaid Card and your transaction history, 24 hours a day 7 days a week, by visiting the Website.

## 18. RESOLVING ERRORS ON ACCOUNT STATEMENTS

If you believe a transaction is wrong or unauthorised or your account statement contains any instances of unauthorised use or errors, you must immediately notify Cards4all Pty. Ltd. Brian Leamon, National Sales Manager 0415 111 890. As soon as you can, you must also provide Cards4all Pty. Ltd. with the following details:

your name and address and Prepaid Card number;

details of the transaction or the error you consider is wrong or unauthorised;

the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error; and

details of whether your Prepaid Card is signed and your PIN secure.

If Cards4all Pty. Ltd. is unable to settle your complaint immediately to your satisfaction, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 days of receiving these further relevant details from you, Cards4all Pty. Ltd. will:

advise you in writing of the results of its investigations; or  
advise you in writing that it requires further time (not exceeding a further 24 days) to complete its investigation.

Where an investigation continues beyond 45 days, Cards4all Pty. Ltd. will provide you with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, except in cases where Cards4all Pty. Ltd. is waiting for a response from you and you have been advised that Cards4all Pty. Ltd. requires such a response.

Cards4all Pty. Ltd. has the ability to investigate any disputed transactions which occurs on your Prepaid Card. You may wish to dispute a transaction in circumstances where:

the transaction is not recognised by you;  
you did not authorise the transaction;  
you did not receive the goods or services to which the transaction relates;  
the transaction amount differs to the purchase amount;  
you did not receive the requested cash from an ATM (or you only received part of the cash requested); or  
you believe a transaction has been duplicated.

If Cards4all Pty. Ltd. finds that an error was made or that you are not liable for the transaction in accordance with the terms set out in section 16, then Cards4all Pty. Ltd. will make the appropriate adjustments to your Prepaid Card and will advise you in writing of the amount of the adjustment.

## 19. PRIVACY AND INFORMATION COLLECTION

### Collection of information

Cards4all Pty. Ltd. may collect your personal information:

to provide information about a product or service;  
to consider your request for a product or service;  
to provide you with a product or service;  
to assist in arrangements with other organisations in relation to the promotion and provision of a product or service or suspend its operation until it is provided;  
to perform administrative and operational tasks (including systems development and testing, staff training, and market or customer satisfaction research);  
to prevent or investigate any fraud or crime (or a suspected fraud or crime); and  
as required by relevant laws and scheme rules.

### Absence of relevant information

If you do not provide some or all of the information requested Cards4all Pty. Ltd. may be unable to provide you with a product or service.

### Providing your information to others

Cards4all Pty. Ltd. may provide your information:

to another member of its group;  
to any outsourced service providers (for example mailing houses, data switch service companies);  
to regulatory bodies, government agencies, law enforcement bodies and courts;

to other parties as is authorised or required by law; or  
to participants in the payments system and other financial institutions for the purpose of resolving disputes, errors or other matters arising out of your use of the Prepaid Card or third parties using your Prepaid Card or Card information.

#### Accessing your personal information

Subject to the provisions of the Privacy Act 1988 (Cth), you may access any of your personal information at any time by calling Cards4all Pty. Ltd.. Cards4all Pty. Ltd. may charge you a reasonable administration fee for access. This fee will be advised to you prior to the provision, in order for you to determine whether you wish to access your personal information. If you can show that information about you is not accurate, complete and up to date, Cards4all Pty. Ltd. will take reasonable steps to ensure it is corrected so that it is accurate, complete and up to date.

#### Collecting your sensitive information

Cards4all Pty. Ltd. will not collect sensitive information about you, such as health information, without your consent.

## 20. CHANGES TO THESE CONDITIONS OF USE

Cards4all Pty. Ltd. may only change, add or delete the terms and conditions set out in these Conditions of Use if Cards4all Pty. Ltd. provides you with at least 30 days notice of the change or variation. If you wish to cancel your Prepaid Card as a result of any change or variation we make to these Conditions of Use, you must contact us to cancel your Prepaid Card. In these circumstances you will not be charged an Account Closure Fee or any other transaction fee in respect of us returning any Value remaining on your Prepaid Card to you.

Any notice we are required to give you concerning any changes to these Conditions of Use may be given to you by:

a notice on electronic equipment (including the Website); or  
press advertisements; or  
a letter.

Any notice or document may be given by us sending it to your last known address or last known email address. If we send it to your last known address (or email address), it is taken to have been received on the date it would have been delivered in the ordinary course of the post.

A copy of the latest version of these Conditions of Use will be available at all times online at: <http://cards4all.com.au/cardholder/> at no cost to view.

## OTHER GENERAL CONDITIONS

You may not assign your rights under these Conditions of Use to any other person. Cards4all Pty. Ltd. may assign its rights or transfer the contract to another person where such assignment is to a related party or third party where such third party has similar or more fair dispute resolution procedure than Cards4all Pty. Ltd. If Cards4all Pty. Ltd. transfers or assigns the rights under these Conditions of Use, these Conditions of Use will apply to the transferee or assignee as if it were named as Cards4all Pty. Ltd. If we assign these Conditions of Use, we will provide you with notice and you will be able to cancel your Prepaid Card as a result of this assignment without being charged an Account Closure Fee or any other transaction fee in respect of us returning any Value remaining on your Prepaid Card to you.

## 21. LIABILITIES AND DISCLAIMERS

21.1 Subject to section 16, Cards4all Pty. Ltd. and its directors, employees, agents and contractors are not liable:

where through no fault of our own, the Value is below the amount required to cover a payment;  
where there is a delay, error inaccuracy or omission due to a failure in computer systems, the telephone banking network, any telephone system, any other electronic system or ancillary equipment or any other circumstances beyond our control;  
where circumstances beyond our control prevent a transaction from being processed, despite any reasonable precautions having been taken by us;  
for any failure due to events outside our reasonable control;  
due to a business refusing or being unable to accept the Prepaid Card;  
for the way in which any refusal to accept the Prepaid Card is communicated to you;  
for any indirect, special or consequential losses arising out of the use of the Prepaid Card or its failure;  
where there is any dispute between you and the supplier of the goods or services purchased with the Prepaid Card;  
for any matter that is connected with your participation in any Promotional, Marketing or Loyalty Scheme that may operate from time to time;  
where we take any action that we consider, in our sole discretion is required by any government, federal or state law or regulation or court order; or  
where anything is specifically excluded or limited elsewhere in these Conditions of Use.

21.2 No warranty is given that the Website or other channels of communication will operate every minute of every day and be error free despite considerable effort to ensure these facilities are available and error free at all times.

21.3 You agree that Cards4all Pty. Ltd. and the Business(s) are not responsible for temporary interruptions in service due to failure beyond their control including, but not limited to, the failure of interconnecting operating systems, computer viruses, forces of nature, labour disputes and armed conflicts..

## 22. ANTI-MONEY LAUNDERING AND COUNTER-TERRORST FINANCING

You acknowledge and agree that:

where required, you will provide to Cards4all Pty. Ltd. all information reasonably requested by Cards4all Pty. Ltd. in order for Cards4all Pty. Ltd. to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on it pursuant to the AML Legislation;  
Cards4all Pty. Ltd. may be legally required to disclose information about you to regulatory and/or law enforcement agencies;  
Cards4all Pty. Ltd. may block, delay, freeze or refuse any transactions where Cards4all Pty. Ltd. in its sole opinion considers reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML Legislation or any other relevant law;  
where transactions are blocked, delayed, frozen or refused by Cards4all Pty. Ltd., you agree that Cards4all Pty. Ltd. is not liable for any loss suffered by it or other third parties arising directly or indirectly as a result of Cards4all Pty. Ltd. taking this action; and  
where required, Cards4all Pty. Ltd. will monitor all transactions that arise pursuant to your use of Card in accordance with its obligations imposed on it in accordance with the AML Legislation.

## 23. DEFINITIONS

In this document, unless otherwise indicated:

AML Legislation means the Anti-Money Laundering and Counter Terrorism Financing Act 2006, (Cth) and its associated rules, regulatory guides and regulations.

ATM means an automatic teller machine.

Business refers to all eftpos merchants including the business identified on the front of the Prepaid Card.

Business Day means a day that banking institutions are open in Brisbane, excluding Saturday, Sunday and public and bank holidays.

Card Program is a group of cards governed by the same functionality issued by Cards4all Pty. Ltd.

Chargeback refers to a disputed charge which is later charged again to your card following the reversal of that charge earlier.

Direct Credit (also known as Electronic Funds Transfer or EFT) enables you, through your financial institution, to load Value from your nominated account onto your Prepaid Card.

Dispute Resolution refers to the process where you dispute a transaction on your Card and Cards4all Pty. Ltd. is required to investigate the transaction by contacting the relevant business financial institution. A disputed transaction may occur in circumstances where a transaction is duplicated or where the business has charged the wrong amount to your Card.

EFTPOS means Electronic Funds Transfer (at) Point Of Sale.

Electronic Banking Terminal means an ATM or EFTPOS device.

Electronic Transaction means a transaction: (i) initiated by your instruction to purchase goods and/or services using the Prepaid Card and your PIN (or signature depending on the relevant authorisation requirement at the Electronic Banking Terminal); (ii) arising from use of your Prepaid Card; or (iii) arising from information stored on your Prepaid Card.

Expiry Date means the expiry date printed on the front of the Prepaid Card.

Loyalty Scheme those schemes where a business provides an incentive to the card holder to return to the business in conjunction with the use or display of the Prepaid Card.

Merchant means the business identified on the front of the Prepaid Card.

PIN means the Personal Identification Number required to be entered by you when using the Prepaid Card for Electronic Transactions (except for transactions requiring a signature and transactions conducted over the internet). The PIN is set by you at the same time you activate your Prepaid Card and may be changed by you from time to time in accordance with section 8 and section 10.

Prepaid Card means the reloadable Prepaid EFTPOS Card issued by Cards4all Pty. Ltd. to you.



Prepaid Card Limit means the total Value that may be stored on a Prepaid Card at any one time, which as at the date of these Conditions of Use, is \$1,000.

Promotional Offer is any offer provided by a business, which by completing the requirements of that Promotional Offer, results in a reward of funds being loaded onto the card by that business.

Reloadable means that, additional value may be loaded onto your Prepaid Card from time to time in accordance with these Conditions of Use and provided that the Value stored on your Prepaid Card does not exceed the Prepaid Card Limit.

Value means the monetary value stored on your Prepaid Card from time to time (expressed in Australian Dollars), that remains available to you.

Voucher Retrieval refers to the process where you dispute a transaction on your Card and you request that Cards4all Pty. Ltd. obtain a copy from the business of the relevant receipt that evidences the transaction.

We, us, our means Cards4all Pty. Ltd.

Website means [www.cards4all.com.au](http://www.cards4all.com.au).

You, your means the person to whom the Card is issued.

## 24. INTERPRETATION

Reference to:

one gender includes the other;

the singular includes the plural and the plural includes the singular;

a party named in these Conditions of Use includes the party's executors, administrators, successors and permitted assigns;

money is referring to Australian Dollars unless otherwise stated;

"Including" and similar expressions are not words of limitation;

where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;

headings and any table of contents or index are for convenience only and do not form part of these Conditions of Use or affect its interpretation;

if an act must be done on a specified day which is not a Business Day, it must be done on the next business day.

## 25. PARTIES

If a party consists of more than 1 person, this Conditions of Use binds them separately and 2 or more of them jointly and severally. An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.