



# **Product Disclosure Statement and Conditions of Use**

Financial Services Licence: 509642

November 2018



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# ZAAP. A Reloadable Mastercard Prepaid Facility

This is important information we need to share with you. We recommend taking the time to read through the details of your new ZAAP Facility.

## INTRODUCTION

#### **About this Disclosure Statement**

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

It's designed to help the parent decide whether to get the ZAAP Reloadable MASTERCARD Prepaid Facility for your child (the "Facility"). You'll only be able to access the Facility if you have:

- Access to the internet, www.zaap.com.au, or
- A mobile device ("electronic device") with the ZAAP software application ("APP") activated and installed.

You'll then be able to access and use the Facility via the dedicated ZAAP App and make contactless payments using the Payment Device. The Facility can either be in the form of a physical plastic card and/or a wearable device. Each Payment Device will share the same facility. All Facilities and Payment Devices you have can be managed through the App.

You should read through this PDS, including the Conditions of Use and ZAAP Terms and Conditions. To the extent that this ZAAP PDS is inconsistent with the ZAAP Terms and Conditions, the terms of this PDS prevail. The ZAAP Terms and Conditions are detailed on www.zaap.com.au.

The information and advice in this PDS is general in nature only and doesn't consider your personal objectives, financial situation or needs. You should therefore consider the appropriateness of this advice, having regard to your personal objectives, financial situation or needs when deciding whether to get a **ZAAP Prepaid card.** 

This PDS is dated 1<sup>st</sup> November 2018.

#### Updates relating to this PDS

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











# **GENERAL DESCRIPTION OF FACILITY (ZAAP)**

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

Once you've loaded funds to the Facility from your nominated debit or credit card, your child:

- Can access the Facility and the Available Balance using the Payment Device to make contactless payments for goods and services, anywhere where Mastercard prepaid cards are accepted;
- Can also use our Card or Wearable device can also be used to make POS transactions;

#### **Facility Distributor**

Corporate Prepaid Cards (CPC), ABN 092 828 772, AFSL 509642 is the distributor of the Facility.

CPC can be contacted via:

Mail: PO Box 177, Balmain NSW 2041

Phone: 1800 174 239

CPC is not the issuer of the Facility. CPC can be contacted from anywhere in Australia between 9am and 5pm (EDST) on business days (Monday to Friday) using the contact details below:

Phone: +61 (0) 1800 291 090 Email: contactus@zaap.com.au; or Mail: PO Box 177, Balmain NSW 2041.

#### **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**

CPC is responsible for the distribution of the Facility under an arrangement with Heritage and is also responsible for providing various services that relate to the Payment Device.

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

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

#### **SIGNIFICANT BENEFITS**

Here are the significant benefits of the Facility:

- Convenient, instant 'tap' payments. The Facility uses Mastercard contactless payPass technology to pay for goods and services from merchants who accept Mastercard Prepaid cards (with some exclusions).
- It's reloadable. You can load value to it each week to the maximum value of \$999. The overall balance is not to exceed \$999 at any one time.
- Parents will have the ability to monitor their child's spend by controlling the funding to their account. Your child can not spend more than what you load on the Facility. It's not a credit facility, like a credit card.
- It's easy to access the Facility balance and transaction history via the ZAAP App.
- You can use the App to set up and maintain your loads from your nominated credit or debit card.
- Full reporting will be available that will show both parent and child where funds were spent.
- Spending is blocked via merchant blocks on alcohol, gambling and adult content.

#### RISKS

Here are the risks of the Facility:

• The Payment Device has an expiry date of 3 years from the date of purchase, after which time it cannot be used for contactless payments, which is similar to a traditional payment card. Expiry of your Payment Device won't impact the available balance of your Facility, or the contract with Heritage, or lead to the cancellation of the Facility. However, you will need to get a new Payment









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Device from ZAAP if you want to keep making contactless transactions through the Facility.

- If you don't make any transactions or loads on the Facility for 90 days, you will be charged a monthly Inactivity Fee, which will come out of your Facility's funding source whether that be the Primary Account holder's debit or credit card linked to the Facility.
- Transactions, transfers and unauthorised use of the App may occur as a result of fraud, or if your Electronic Device or Payment Device is lost, stolen or you reveal your Password to another person. You'll be liable for losses resulting from Unauthorised Transactions and contactless transactions as set out in this PDS.
- Unauthorised Transactions and unintended transactions (including Contactless Transactions and any Transfers) can happen if the electronic equipment interacting with the Facility is operated incorrectly or fraudulently.
- You might not be able to get your money back if Unauthorised Transactions or unintended transactions (including Contactless Transactions and Transfers) occur.
- You might not be able to access the Facility, or certain features of the Facility, if you forget your Password, or your Registration details. If we can't authenticate you as the Facility holder you may not be able to access, use or cancel the Facility until your identity has been authenticated.
- 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.
- Your Facility will be issued with a PIN. You will need to use your PIN if your POS transaction exceeds A\$100.
- Your wearable device may not operate properly in some foreign countries where contactless payment terminals operate on different technical standards.
- If we suspect your use of the Facility is for unlawful purposes or to commit, or is an attempt to commit, a fraud in relation to your Facility, the Mastercard payment system, our Related Partners or any other person, we may Lock, cancel or close your Facility immediately without notifying you. If we cancel or close your Facility in one of these circumstances, your Available Balance will also be forfeited by you. Also, we may request that you return the Payment Device(s) to a location advised by us within 14 days after receiving such request. If you fail to return the Payment Device(s), we may take legal proceedings or such other steps (that we consider reasonable in our sole discretion) in order to recover the Payment Device(s) from you.
- It is your responsibility to keep your registration details up to date. If your registration details are not up to date you may not receive our notices or correspondence related to the Facility.

## **OTHER CHARACTERISTICS**

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

- If you have another deposit account with Heritage, the value loaded to your Facility won't be counted towards how much money you have on deposit with Heritage for any purpose.
- The Facility DOES NOT allow cash withdrawals, including at ATMs or at merchant EFTPOS facilities.
- The ZAAP wearable device is not a fully featured Mastercard prepaid facility, it can't be used for all transactions where a physical Mastercard prepaid debit card can be used. To avoid any doubt, the





wearable cannot be used at payment terminals which don't have contactless Mastercard payPass, or need the use of the chip or magnetic strip to make the payment.

- There are certain load, reload and usage limits, including a maximum Available Balance per Payment Device. See the Fees and Limits section of this PDS and for more information.
- If you obtain a replacement Payment Device, for any particular reason, you'll need to associate the Payment Device to the App in accordance with this PDS before it will have access to the Available Balance. CPC and Heritage will not be liable for any declined transactions or associated consequences for using an expired, Locked or cancelled Payment Device.

# FEES AND LIMITS

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

# FEES

The fees and charges that apply to your ZAAP Facility are:

ONLINE FEES	
Available balance or transaction list enquiry	No charge
Online enquiry	No charge
REPLACEMENT FEES – Lost or Stolen	
GENERIC card replacement fee	\$9.95
PERSONALISED card replacement fee	\$20.00
WEARABLE replacement fee	\$20.00
BUNDLE	\$29.50
Generic Card and Wearable	
Personalised Card and Wearable	\$40.00
PAYMENT DEVICE RENEWAL FEES (Reissuance upon expiry)	
GENERIC card fee	\$9.95
PERSONALISED card fee	\$20.00
WEARABLE fee	\$20.00
BUNDLE	630 F
Generic Card and Wearable	\$29.50
Personalised Card and Wearable	\$40.00
OTHER FEES	
Monthly account fee (per card)	\$2.00
Card or account closure	\$10.00
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Monthly inactivity fee – after 90 days	\$2.00	
Reload fee on debit or credit card transfers to Parent Wallet	1.5% of load value	
Foreign exchange fee	3% of the Australian dollar	
If Payment Device is used for purchases or withdrawals in any currency other than Australian dollars or purchases with any merchant located outside Australia.	awals in any currency other than Australian amount of the transactio	

# LIMITS

The limits applying to the use of the Facility are as follows (and apply to each individual Payment Device):

MAXIMUM BALANCE LIMIT		
Maximum available balance	\$999	
TRANSACTON LIMITS		
Minimum Contactless Mastercard payPass / Contact Transaction	\$1	
Maximum Contactless Mastercard PayPass Transaction without needing a PIN.		
However lower limits may apply), for example a merchant may mpose a lower limit for not requiring a PIN.	\$99	
Maximum Card Not Present Transactions	\$200	
Maximum PIN Transactions	\$999	
LOAD LIMITS		
Minimum single load to parent wallet	\$10	
Maximum load value per day	Up to a maximum balance of \$999	
Maximum balance at anytime	\$999	
Minimum balance at anytime	\$0	
Velocity limits. Aggregate load during any 2 day period.	Maximum load of \$999 per week	









# QUERIES, DISPUTES AND COMPLAINTS

If you have any questions, problems or disputes, we would like to hear about them. You can contact CPC during normal business hours from anywhere in Australia by:

Phone:	1800 174 239	
Email:	contactus@zaap.com.au	
Mail:	PO Box 177 Balmain NSW 204	1

When you provide feedback to us, we have the opportunity to improve our services to you.

If there is a complaint or dispute relating to the Facility or Payment Device, we request that CPC be contacted in the first instance. If there is a complaint or dispute relating to the Facility or Payment Device that is not satisfactorily resolved by CPC, then immediately contact Heritage.

If Heritage or CPC is unable to settle the complaint immediately to your satisfaction, then Heritage or CPC) will acknowledge the complaint by the end of the fifth (5th) Business Day after receipt of the complaint and may if relevant, request further details from you or the holder of Payment Device.

Within 20 days of receiving the complaint or further instructions from the complainant, Heritage or CPC will:

- advise the complainant in writing of the results of its investigation; or
- advise the complainant that it requires further time (not exceeding 25 days) to complete its investigation.

Where an investigation continues beyond 45 days, Heritage or CPC will continue to provide the complainant with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, unless Heritage or CPC is waiting for a response from the complainant and the complainant has been advised that Heritage or CPC requires such a response.

If an issue has not been resolved to your satisfaction, you can lodge a complaint with the Australian Financial Complaints Authority, or AFCA. AFCA provides fair and independent financial services complaint resolution that is free to consumer.

Website:	www.afca.org.au
Email:	info@fca.ogrg.au
Telephone:	1800 931 678 (free call)
Mail:	Australian Financial Complaints Authority
	GPO Box 3 Melbourne VIC 3001







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# CONDITIONS OF USE

# DEFINITIONS

#### 1. Definitions

- 1.1. **ATM** means an automated teller machine that accepts cards with the Visa brand for cash withdrawals.
- 1.2. **Available Balance** means the monetary value loaded onto the Facility as recorded by us as loaded, in Australian dollars, less any purchases, authorisations, transfers, fees and charges or other amounts debited under this PDS.
- 1.3. **App** means the **ZAAP** application installed on an Electronic Device.
- 1.4. **Business Days** means the hours of 9am to 5pm on a bank business day in Queensland.
- 1.5. **Card Not Present** means a payment transaction using card details (not using the card or wearable at a payment terminal), such as online or telephone transaction.
- 1.6. **Conditions of Use** means these Conditions of Use.
- 1.7. **Contactless Transaction** means a payment transaction using NFC that requires a Payment Device to be presented at the payment terminal.
- 1.8. **Electronic Device** is a mobile phone, tablet, computer or other device which has the App properly activated and installed or can access the ZAAP website.
- 1.9. **ePayments Code** means the ePayments Code issued by the Australian Securities and Investments Commission on September 2011, and includes any subsequent amendments and replacements that the Issuer adopts.
- 1.10. **Facility** means the Reloadable Mastercard Prepaid Facility, which can be loaded with value (subject to these Conditions of Use).
- 1.11. Heritage means Heritage Bank Limited ABN 32 087 652 024 AFSL 240984.
- 1.12. **Issuer** means Heritage Bank Limited ABN 32 087 652 024 AFSL 240984.
- 1.13. Lock means the suspension of the Facility from being able to authorise a transaction
- 1.14. **Unlock** means the unsuspension of the Facility, and as such transactions will be authorised, subject to there being sufficient Available Balance".
- 1.15. **Merchant** means a business who accepts Mastercard prepaid debit cards, including MastercardpayPass payment transactions, without the need for a PIN.
- 1.16. **Mobile Service** means a mobile phone service and associated phone number (which is not a mobile broadband service).
- 1.17. **Negative Balance** means a balance on the Facility that's less than zero due to the debits using the Facility exceeding your Available Balance.
- 1.18. **NFC** means near field communication.
- 1.19. Password means your password you create at registration (and any subsequent approved









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change to this password) that we might use to confirm your identity or authorise a transaction or activity.

- 1.20. **Payment Device** means a mobile phone device
- 1.21. **Parent Wallet -** The Parent Wallet is a Reloadable Mastercard prepaid non-cash payment facility. The Parent Wallet can be used to load Value onto a Prepaid Card, as long as:
  - There is sufficient Value available on the Parent Wallet to cover the amount of the transaction and any applicable fees and charges;
  - The Value to be loaded onto the Prepaid Card will not cause the Prepaid Card Limit to be exceeded;
  - The Expiry Date of both the Parent Wallet and the Prepaid Card has not been reached; and
  - The Parent Wallet or the Prepaid Card have not been suspended or cancelled.
- 1.22. **PDS** means the Product Disclosure Statement for the Facility.
- 1.23. **PIN** means a personal identification number.
- 1.24. **Registration** means entering your personal details, email address and Password into the App, at the time of creation of your Facility and any subsequent changes.
- 1.25. **Related Partners** means Heritage, CPC related bodies corporate associated with the Facility, and retailers and distributors used by CPC 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 CPC (or its authorised partner personnel, through telephone, the App, interactive web communications, application intelligent software or other interaction with support centre.
- 1.28. **Suspend** means the Contactless Transaction capability of the Payment Devices is temporarily inactive, and as such transactions will be not be authorised.
- 1.29. **Unsuspend** means the Contactless Transaction capability of the Payment Devices is active, and as such transactions will be authorised, subject to there being sufficient Available Balance".
- 1.30. **Unauthorised Transaction** means a transaction, including a Transfer, not authorised by you. It doesn't include any transaction carried out by anyone with your knowledge and consent, or any Contactless Transaction regardless of your knowledge or consent. Contactless Transactions are considered to be authorised by you under this PDS whilst the Payment Device has not been deleted or is in an inactive state in the App.
- 1.31. "we", "us" or "our" means the Issuer and its agents.
- 1.32. Website means <u>www.zaap.com.au</u>
- 1.33. **"you" or "your"** means the person who has requested and been (or will be) issued with the Facility.
- 1.34. **Wearable** means the ZAAP Band which is a payment chip inserted into a device which can be worn on the body ie a bracelet / band.
- 1.35. **ZAAP** is the product name of CPC's Prepaid reloadable facility designed for 8 to 17 year olds.









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# 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. A parent will be setting up a primary account "Parent Wallet". The nominated child/children will be provided with a Facility to access funds loaded by the parent for the child's use. The child or children will be supplementary cardholders to the primary account.
- 3.3. A maximum number of four supplementary accounts can be attached to the primary account.
- 3.4. By acquiring the Facility, completing the Account Creation (registration) process or using the Facility, you agree to be bound by these Conditions of Use, and agree to provide ZAAP with your personal details, mobile phone number and registration security information including a Password, as a means of accessing your Facility details via the ZAAP App, Website or our Support Centre.
- 3.5. You must complete the registration and activation processes before you can use the Facility.
- 3.6. You are financially responsible for all use of the Facility. You are liable for Transactions and Transfer transactions using the Prepaid Facility whether it is in your possession or not, unless the Payment Device has been reported lost or stolen in accordance with clause 19.
- 3.7. By agreeing to these Conditions of Use, you also:
  - acknowledge that you have previously agreed to receive this PDS and Conditions of Use and other notices via electronic means; and
  - acknowledge that you have received, read and understood this PDS and these Conditions of Use; and
  - acknowledge and agree to the information and disclosures contained in this PDS and these Conditions of Use.
- 3.8. The Issuer is a subscriber to the ePayments Code and warrants that it will comply with the ePayments Code.
- 3.9. 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.
- 3.10. The disclosures and information contained in this PDS and Conditions of Use form an agreement between you and us.
- 3.11. 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 a Mastercard prepaid facility and can be used for all transactions where both a physical Mastercard prepaid card can be used AND where a wearable device can by tapped for a contactless payment. The Facility can be used at payment terminals which do and do not have Mastercard payPass.
- 4.3. The Facility DOES NOT allow cash withdrawals, including at ATMs (even if the ATM accepts Contactless Transactions) or at merchant EFTPOS facilities.
- 4.4. Although a merchant may accept Mastercard Paypass or Mastercard prepaid facilities, the merchant is not obligated to accept the Facility for payment.
- 4.5. Purchases at Merchants using the Facility are honoured for electronic transactions if a sufficient Available Balance exists to cover the amount of the transaction.
- 4.6. The Facility is not a bank account or credit facility.
- 4.7. The Facility is not a facility by which the Issuer takes deposits from you.
- 4.8. You won't earn interest on the balance held on the Facility.
- 4.9. The Facility can only accept or be loaded with funds via electronic means (Debit or Credit Card) and does not accept loads or fund transfers using other means, including cash, cheque or money order.
- 4.10. For Contactless Transactions, the Facility must be linked to, and can only be used with the Payment Device.

# **ESTABLISHING THE FACILITY**

#### 5. Obtaining the Facility

5.1. To obtain the facility, you will need to visit the ZAAP website at wwwzaap.com.au to purchase your Payment Device/s.

#### 6. Activating the Facility

6.1. Once you've got your Payment Device/s (card and/or wearable device) and have successfully installed the App, you will need to complete the activation process to activate the Facility. You won't be able to use the Facility until you have completed the activation process. Activation can be completed at the ZAAP Parent App and is required for all child accounts linked to your parent wallet.





## **USING THE FACILITY**

#### 7. Using the Facility

- 7.1. Use of the Facility is subject to transaction limits shown throughout this PDS, and additional unpublished limits set based on our business rules and risk management processes.
- 7.2. Should a merchant apply a surcharge for using the Facility, you will be responsible for paying this fee.
- 7.3. You can use the Facility as much as you like during its currency, subject to the Available Balance and transaction limits. For the cancellation of the Facility, see clause 22 of these Conditions of Use.
- 7.4. If there's an insufficient Available Balance on your Facility to pay for a transaction it may be declined, or the merchant may ask you to pay the balance by some other means.
- 7.5. You agree not to make or attempt to make transactions that exceed the Available Balance.
- 7.6. If you make or attempt to make any transactions that exceed the Available Balance, you will be liable for any Negative Balance that may arise, along with any costs or interest we incur in recovering or attempting to recover the amount you owe us.
- 7.7. 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.
- 7.8. You can't stop payment on any transaction after it has been completed. If you have a problem with a purchase made using the Facility, or a dispute with a merchant, you must deal directly with the merchant involved. If you cannot resolve the dispute with the merchant, you should contact the Support Centre by telephone and follow the process set out at in the Queries, Disputes and Complaints section of this PDS.
- 7.9. If you're entitled to a refund for any reason relating to a Facility transaction, you agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to the Facility, cash refund or in store credit.
- 7.10. We're not liable in any way when authorisation is declined by a merchant for any particular transaction, regardless of the reason.
- 7.11. You are responsible for all transactions using the Facility.
- 7.12. If you provide your Password, Electronic Device or Payment Device to another person or permit someone else to use the Facility, you'll be responsible for any transactions initiated by that person with the Facility.
- 7.13. You must not use the Facility to make pre-authorised regular payments.
- 7.14. If the merchant payment terminal is offline, or can't connect with Heritage to authorise the transaction, you won't be able to use the Facility to make a payment.
- 7.15. Subject to this PDS, it's your responsibility to maintain the App on your Electronic Device and manage the Payment Device to ensure continued operation of the Facility.

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

- 8.1. Value can be loaded to your Facility only as specified in these Conditions of Use.
- 8.2. Value can only be loaded electronically using the ZAAP App and is subject to the limits shown in this PDS.









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- 8.3. Heritage is not a party to the agreement you have with CPC (and their payment gateway), upon which you source the load funds for the facility. Queries and disputes related to the load process and the financial instrument you used to load funds should be directed to CPC. CPC can be contacted by phone on 1800 291 090 or via email sent to <a href="mailto:support@zaap.com.au">support@zaap.com.au</a>
- 8.4. You CANNOT load value to your Facility at a physical Heritage Bank branch or third-party merchant.
- 8.5. The following limitations apply to the use of your Facility:
  - 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 authorised will be finally deducted from the Available Balance after the authorisation or approval clears.
- 8.6. The Facility may not operate as described (and may not be available for use) if:
  - Your Electronic Device has insufficient battery power; or
  - The App has been deleted from your Electronic Device or disabled; or
  - the NFC functionality on the Payment Device has been Suspended; or
  - You do not have connectivity to the Internet; or
  - You have modified or "jailbroken" the Electronic Device's operating system or firmware; or
  - You've changed your Electronic Device to a mobile device which is not compatible with the App; or
  - You've exposed the Electronic Device or Payment Device in some part to an environmental condition outside its operating parameters;
  - You have a virus or other unauthorised software operating on the Electronic Device; 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 and view both by following the relevant prompts in the App or website.
- 9.2. The balance and transaction history is only available in the App or website and NOT in paper, or any other electronic, form, such as email or PDF.
- 9.3. If you notice an error (or possible error) in any transaction or statement relating to the Facility, then you'll need to call the Support Centre straight away and follow the process set out in the Queries, Disputes and Complaints section in this PDS. We may ask you to provide additional written information concerning any error (or possible error) and you must comply with that request.
- 9.4. It's your responsibility to regularly review your transaction history to identify Unauthorised Transactions.

#### **10.** Foreign Transactions

- 10.1. The Available Balance is in Australian dollars.
- 10.2. The Facility can be used outside Australia. Transactions outside of Australia will attract a foreign currency fee as outlined in Fees and Limits section.

#### 11. PIN

- 11.1. Following the receipt of your Prepaid Facility (Card or Wearable), you can set your PIN via the APP.
- 11.2. If you forget your PIN, you can change your PIN on the ZAAP App. You must not disclose your PIN to any other person. Please refer to managing your PIN guidelines available on the ZAAP App.
- 11.3. Tips about PIN Security
  - Do not record a PIN in reverse order, or disguised as a phone number or date where no other phone numbers or dates are recorded
  - Do not record a PIN in an easily decoded format based on the alphabet (eg. A=1, B=2, etc.)
  - Do not record a PIN in a series of numbers with the actual number circled or highlighted in any way.
  - Do not allow anyone to watch as the PIN is entered into an ATM or other device.

#### 12. Expiry of Payment Device

- 12.1. The Facility does not expire, however the Payment Device used to access the Facility is subject to expiry. Thirty (30) days prior to expiry of your Payment Device, providing your secondary (child) account is active and the card you have nominated to fund ZAAP, either a debit or credit card, has sufficient funds, you will be sent a replacement Payment Device (or devices if you have multiple Payment Devices) to continue to use the Facility. You will be charged for your replacement Payment Device or Devices according to the current Payment Device Issue Fees.
- 12.2. Once you receive your replacement Payment Device/s, you will need to activate the new Payment Device/s via the Parent access within the App. At that time all funds on your secondary (child) account will be accessible from your replacement Payment Device/s.
- 12.3. For avoidance of doubt, the expiry of the Payment Device doesn't result in the expiry or termination of these Conditions of Use, the Facility or any contract that applies to your use of the Facility, the App or web portal.

#### 13. Fees and Charges

- 13.1. You agree to pay us the fees and charges as set out in the Fees and Limits section in this PDS. You authorise us to deduct these fees from the card you have nominate to fund ZAAP, either a debit or credit card.
- 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. Password

- 14.1. At the time of activation, the ZAAP App will request that you nominate a Password, which will be used to authenticate certain activities within the App and online.
- 14.2. The Password to the App is not a PIN and cannot be used at a payment terminal where a PIN is requested.
- 14.3. Your Password must be unique and not readily associated with you, such as year of birth, part of your phone number, or a common or repeated sequence, or pattern, such as PASSWORD, 12345, 3333 or 1234 or ABABAB.
- 14.4. After activating the secondary (child) account/s you will be required to set a one-time password for your child's first access to the Child App. This will be a random 6-digit number. You and/or child will also use this 6-digit password and the parents first name to login. At this point of first login you and/or your child can set a new 6-digit password of your/their choice for ongoing access to the App.
- 14.5. The Password must be kept private and not disclosed to anyone.

#### TIPS ABOUT PASSWORD SECURITY

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

Note: These tips do not determine responsibility for losses arising from Unauthorised Transactions. Your liability for losses arising from Unauthorised Transactions is set out in clause 20 (Liability for Unauthorised Transactions) of these Conditions of Use.

14.6. As the Electronic Device or Payment Device is a personal device, we will accept any use of your Password with your Electronic Device or payment using the Payment Device as being authorised by you, and will complete the transaction or activity. As it relates to the Facility, you will have no recourse, or right to reverse a transaction or activity completed with the ZAAP App where the Password was used in the Electronic Device to authenticate you.

#### 15. Security of Facility

- 15.1. You must provide notice by calling the Support Centre straight away if:
  - someone gains access to your Facility or Facility details or they are otherwise compromised;
  - the Facility is misused, or the Electronic Device or Payment Device is lost or stolen;
  - any part of your Electronic Device or the Payment Device is damaged or not working properly;
  - the security of a Password is breached in any way;
  - there is reason to believe any of the above might occur or might have occurred; or.
  - if you suspect, or have reason to suspect, that your Facility details may have been used by someone else without your authority
- 15.2. If there's a delay providing notice, you may be responsible for losses occurring as a result of the











delay.

- 15.3. The notification must be made by contacting the Support Centre by telephone.
- 15.4. If we, or CPC deem your Payment Device to have been compromised, owing to fraudulent transaction or activity if any form, or otherwise, we may invalidate your Payment Device for any future payment. You will need to purchase (at your expense) a replacement Payment Device from ZAAP. The availability of the Payment Device, and any such colour combination you require is not the responsibility, nor otherwise of the Issuer, or CPC.

## **ISSUES AFFECTING THE FACILITY**

#### 16. Monies held

16.1. You acknowledge and agree that funds loaded to the Facility may be at your risk of loss as described in these Conditions of Use, and in these circumstances, you won't hold the Issuer CPC or ZAAP liable for any loss of funds loaded to the Facility.

#### 17. Change in mobile phone number

- 17.1. If you change your mobile phone number, it won't be automatically changed or updated against the Facility. If this happens, you'll need to update your details in the App, web portal or call the Support Centre.
- 17.2. If you change your mobile phone number without notifying the Support Centre by telephone, your Facility may not work properly.

# LOST AND STOLEN

#### 18. Lost / Stolen / Damage Payment Devices

- 18.1. As soon as you become aware your Card or Wearable is lost, stolen or damaged you should delete the Card or Wearable from your Facility. Once a Card or Wearable is deleted from the Facility, it will be permanently disabled and cannot be used again with the App or Facility. You will be liable for the Contactless Transactions that are processed up to the time that the Card or Wearable was deleted.
- 18.2. If a Card or Wearable is lost or stolen, you may need to migrate the Facility to a replacement Card or Wearable. You will need to purchase (at your expense) a replacement Card or Wearable from CPC. The availability of the Card or Wearable, and any such colour combination you require is not the responsibility, nor otherwise of the Issuer nor CPC. We reserve the right, at our sole discretion, to decide whether to migrate the Facility and may cancel or lock the Facility after migration if we determine that the Facility may have been compromised or that the migration request was fraudulent or not authorised by you.

# LIABILITY AND RISK

#### **19. Reviewing Transactions**

19.1. You should regularly check your Facility's transactions for any Unauthorised Transactions, unauthorised Contactless Transactions or any errors (or possible errors), using the









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transaction history feature of the App.

19.2. You need to call the Support Centre immediately if you notice any Unauthorised Transactions or any errors (including possible errors) in any transaction relating to the Facility. We may also need you to provide additional written information concerning the issue.

# 20. Liability for Unauthorised Transactions and contactless transactions

- 20.1. Any Unauthorised Transactions or any errors (including possible errors) in transactions must be reported to the Support Centre by telephone, which may lead to your Facility being locked.
- 20.2. We'll deem Contactless Transactions performed using a Card or Wearable 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.
- 20.3. You won't be liable for losses resulting from Unauthorised Transactions or Contactless Transactions that are caused by:
  - fraud or negligence by the Issuer's or CPC's 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 Locked, the specific Card or Wearable has been suspended, or after you have reported to the Support Centre that your Card or Wearable has been misused or lost or stolen in accordance with clause 19 which resulted in the Card or Wearable being suspended.
- 20.4. You'll be liable for losses resulting from Unauthorised Transactions where you are likely to have contributed to the losses including through:
  - providing or allowing another person access to your Electronic Device or the Card or Wearable; or
  - not using the phone or operating system password on the Electronic Device; or
  - fraud; or
  - voluntarily disclosing the relevant Password to anyone, including a family member or friend; or
  - writing the relevant Password, or a disguised record of it, on the Electronic Device or Card or Wearable; or
  - keeping a record of the relevant Password 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 Electronic Device or Card or Wearable; or
  - acting with extreme carelessness in failing to protect the security of the relevant Password or Card or Wearable; or
  - allowing another person to have access, come into contact with, loan, use or interact with the Electronic Device, Card or Wearable, web portal or the App; or









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- Using a Password which is not unique, or could be readily associated with you, such as year of birth, part of your phone number, or a common or repeated sequence or pattern, such as PASSWORD, 12345, 3333 or 1234 or ABABAB.
- 20.5. You agree that we may take statements and representations made by you during conversations in any form with the Support Centre as being true and accurate, and may rely on them, even if not recorded.
- 20.6. You'll be liable for losses resulting from Unauthorised Transactions where you are likely to have contributed to the losses through delaying notification of the misuse, loss or theft of a Electronic Device or Card or Wearable or that the security of the relevant Password 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.
- 20.7. You'll 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 except or as otherwise stated in these Conditions of Use, but your liability is limited to the lesser of:
  - the Available Balance; or
  - the actual loss at the time we are notified of the misuse, loss or theft of the Electronic Device or Card or Wearable or of the breach of security of the Password (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

#### 21. Load Irregularities

21.1. Irrespective of the funds from a load, as described in paragraph 8.1 to 8.3, being made available in your Facility, should CPC, or the other party notify us of a suspected, invalid, fraudulent, unauthorised, or incomplete load, you agree, and hereby authorise us to immediately return the funds, or remaining funds thereof, to CPC. You also give us authority to release your personal details and other related information to relevant government authorities, CPC and their authorised representatives, to contact and retrieve any deficiency of the returned funds.

# **CANCELLATION AND NON-USE**

#### 22. Cancellation of Facility

- 22.1. You may, on any Business Day, ask for your Facility to be cancelled. There is a \$10 cancellation fee if the account is closed.
- 22.2. We may cancel your Facility at any time without cause. Unless there are exceptional circumstances, we will give you at least 14 days' advance notice.
- 22.3. On the cancellation of the Facility, we will pay the Available Balance over and above the \$10 cancellation fee to you when all the following are satisfied:
  - We're satisfied that we have properly and completely authenticated your identity.
  - We're satisfied that there are no cancelled or unexpired merchant authorisations or approvals on the Facility;









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- We're satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Available Balance; and
- We've received your instructions for the payment of the Available Balance using any form we require.
- Subject to this agreement, the Available Balance will be paid on cancellation of the Facility by transfer to your nominated debit or credit card you have linked to the Facility.

### 23. Non-Use of the Facility

- 23.1. If there are no transactions or loads over a continuous 3-month period, a monthly Inactivity Fee will then be charged until the Available Balance is zero, or until you recommence using the Facility. (Refer to the Fees and Limits section of this PDS.) To avoid any doubt, if the Facility isn't used for two (2) consecutive months but is then used in the third (3rd) month, you won't be charged the Inactivity Fee.
- 23.2. In any given month when the Inactivity Fee is applied, and the Available Balance of the Facility is less than the amount of the Inactivity 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, CPC with respect to the Facility after closure. After this time, your Payment Device cannot be used with the Facility, or any other Facility.

#### 24. Unlawful or Fraudulent Use

- 24.1. We may Lock or cancel your Facility immediately without notifying you, if you use, or attempt to use your Facility for unlawful purposes or commit, or attempt to commit, a fraud in relation to your Facility, the Visa payment system, our Related Partners or any other person. If we terminate your Facility in one of these circumstances, the Available Balance in your Facility will be forfeited by you.
- 24.2. In the circumstances set out in clause 26.1 above, we may also request that you return the Card(s) or Wearable(s) to a location advised by us within 14 days after receiving such request and you agree to do so, if so requested.

#### 25. Liabilities and Disclaimers

- 25.1. To the extent permitted by law, the Issuer and CPC are not liable for:
  - the Available Balance not being sufficient to fund a transaction using the Facility; or
  - a terminal or system not working properly; or
  - circumstances beyond our control preventing a transaction, despite any reasonable precautions having been taken by us; or
  - any failure of the Facility due to events outside our reasonable control; or
  - any incorrect Transfer made by you into the incorrect Facility; or
  - any system failure or industrial dispute; or
  - any Mastercard PayPass or other enabled device that does not accept the Facility; or
  - the way in which any refusal to accept the Facility is communicated; or
  - any indirect, special or consequential losses;







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- 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 Password; or
- any Contactless Transaction which required the Card or Wearable to be present, except for those transactions for which the customer is not liable under these Conditions of Use; or
- anything specifically excluded or limited elsewhere in these Conditions of Use, except where your Electronic Device or the Card or Wearable has been formally notified as being lost or stolen.
- 25.2. Our CPC liability in any event (other than in relation to Unauthorised Transactions or Contactless Transactions for which you are not liable under these Conditions of Use) shall not exceed the amount of the Available Balance.
- 25.3. To the extent permitted by law, the Issuer and CPC;
  - 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, ZAAP App 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 CPC is responsible for temporary interruptions in service due to failure beyond their control including, but not limited to, the failure of interconnecting operating systems (Electronic Device, Card or Wearable, phone resident software including Electronic Device 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 clause 28, a reference to 'we', 'us' or 'our' is a reference to the Issuer.
- 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, web portal and aspects of the Facility are provided by or in conjunction with CPC, and as such CPC 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 mayhave.
- 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 may also disclose your personal information to recipients located overseas, subject to our privacy policies. The privacy policies are accessible via our website and may be accessed at <u>www.heritage.com.au/privacy-policy</u>.
- 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 Policies contain 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 tous;
  - 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 Electronic Device 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 the Payment Device and any notices or communications given under 29.1 above, all communication and documentation related to the Facility will be in electronic form, and we will not issue a paper copy of any transaction, documentation, or other. Copies of the information that we provided electronically will be held by us for up to seven years from the date it was communicated.
- 27.4. If we give a notice or other communication to you by SMS, Twitter, Facebook, e-mail or other electronic communication source, the content of the notice may be:
  - set out in the body of the text; or
  - incorporated into a in video transmission; or
  - included as an electronic document attached to the communication; or
  - made available at the Website or ZAAP App for viewing by you (with the communication 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, SMS, Twitter, Facebook, 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









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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, or CPC 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 in this 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 the Payment Device, and add the new Payment Device to the Facility;
  - require you to change your Password; or
  - alter these Conditions of Use in some other way.
- 28.2. Without limiting 30.4 below, we'll notify you in advance of most changes via one or several of:
  - SMS; or
  - Facebook; or
  - Twitter; or
  - Website; or
  - Email; or
  - 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 also let you know of an upcoming change by:









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- publishing it in a notice or advertisement in a major daily newspaper distributed in Australia;
- SMS to the Mobile Service number associated with the Facility
- mentioning it on the Website or Twitter or Facebook;
- sending you an email or letter;
- 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'll comply with any applicable requirements under a law of the ePayments Code; and
  - subject to doing that, it will be sufficient if the notification or announcement explains the substantial effect of the change.
- 28.6. The latest version of these Conditions of Use is always available on the ZAAP App.

#### 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.









