

VISA PREPAID Card Product Disclosure Statement

Baptist Financial Services Australia Ltd ABN 56 002 861 789 - AFSL 311 062 A National Affiliated Ministry of Australian Baptist Ministries

Indue Limited ABN 97 087 822 464 - AFSL 320 204

This Product Disclosure Statement has two (2) separate parts: Part 1 – this document; and Part 2 – Product Disclosure Statement – Fees and Charges.

PART ONE OF TWO DOCUMENTS

1. INTRODUCTION

This Product Disclosure Statement ("PDS") contains important information about the BFS Visa Prepaid Card (the "Card") and its associated features, risks, and fees. The purpose of this PDS is to assist you with deciding whether or not to acquire the Card.

The first time that you activate your Card you will be requested to agree to abide by the terms and conditions set out in this PDS. Therefore, this PDS should be read carefully. We suggest that you seek advice if you do not understand any of the information contained within this PDS and how it applies to you. Once you accept the terms and conditions set out in this PDS, they will apply to your use of your Card.

This PDS is provided as a requirement pursuant to the Corporations Act 2001 (Cth) and has been prepared by Indue Ltd ABN 97 087 822 464 ("Indue"), the issuer of the Card.

The information contained in this PDS does not consider your individual objectives, financial situation or needs.

This PDS is dated 3 May 2023.

Words that are capitalised in this PDS are defined in section 10.

2. GENERAL DESCRIPTION OF THE CARD

The Card is a reloadable Visa prepaid card. The Card allows purchases and payments to be made wherever Visa prepaid cards are accepted (subject to individual merchant's discretion). The Card can be used to withdraw cash at ATMs.

3. BAPTIST FINANCIAL SERVICES AUSTRALIA LIMITED AND INDUE LIMITED

The issuer of the Card is Indue. Indue is an authorised deposit-taking institution and will be responsible for holding all funds that are stored on your Card from time to time.

By accepting the terms and conditions set out in this PDS, you are entering into a contract with Indue. As a member of Visa, Indue is responsible for effecting settlement of all transactions that may arise resulting from your use of your Card or the card number on your Card in accordance with the terms set out in this PDS.

Baptist Financial Services Australia Limited ABN 56 002 861 789 ("BFS") has partnered with Indue to make the Card available to you.

Indue has authorised BFS to act as Indue's agent for the purpose of providing the services described below.

BFS, as Indue's agent, is authorised to arrange for the distribution of the Card to you. As Indue's agent, BFS is also responsible for providing certain cardholder services to you. These cardholder services include providing you with your Card, arranging for a replacement Card to be issued to you in accordance with the terms set out in this PDS, providing lost and stolen card services, and assisting you with any queries you may have regarding your use of your Card.

BFS holds an Australian Financial Services Licence (AFS Licence number 311062) authorising it to deal in certain classes of financial products, including the Card.

Please note that BFS is not acting as Indue's agent when it provides any financial advice to you in respect of the Card or its suitability for your financial needs.

Indue also holds an Australian Financial Services Licence (AFS Licence number 320204).

Indue and BFS are not related entities.

4. CONTACT DETAILS

You may contact BFS at:

Baptist Financial Services Australia Ltd Ministry and Learning Centre Level 4, 5 Saunders Close, Macquarie Park NSW 2113 <u>clients@bfs.org.au</u> Phone: 1300 650 542 between 8.30am-4.30pm Sydney time on a business day.

You may contact Indue at:

Indue Limited PO Box 523 TOOWONG QLD 4066 Phone: 1300 671 819 between 7.00am-7.00pm Monday to Friday, Saturday 8.00am–1.00pm, closed Sundays and National Public Holidays

5. BENEFITS OF THE CARD

The benefits of the Card are that:

- the Card can be used to buy goods and services from merchants in Australia and around the world who accept Visa
 prepaid cards,
- you can make purchases online,
- the Card can be used to withdraw cash at ATMs,
- the Card accesses only the Value that is loaded (added) onto the Card. It is not a credit card. You can only spend up to the Value of cleared funds stored on your Card,
- the Card is reloadable which means extra funds can be added to it, until the expiry of the Card (refer to section 18 below),
- it reduces the need to carry cash,
- transactions on your Card are monitored for fraudulent or unauthorised transactions by Indue through ORION, and
- all funds are held by Indue, an authorised deposit-taking institution.

6. RISKS OF THE CARD

The risks associated with the Card include:

- any attempted load that will take the Value on your Card over the Card Limit will be rejected in full,
- you not having sufficient Value on your Card to cover a payment,
- failure to safeguard your PIN may result in loss of Value (refer to section 24 below for a list of circumstances where you may be held liable for failing to safeguard your PIN),
- circumstances beyond our reasonable control preventing a transaction from being processed,
- merchants may, at their discretion, refuse to accept the Card as a method of payment or may be prohibited from
 accepting prepaid cards. You should always check with the merchant that it will accept the Card before purchasing
 any goods or services,
- if you do not use the Value loaded (added) onto your Card within the timeframes set out in this PDS, you may forfeit any remaining Value on your Card (refer to sections 21 and 22 below),
- the Financial Claims Scheme does not apply to the Card or the Value on it (refer to section 7 below),
- unauthorised and fraudulent transactions may occur on your Card (refer to section 24 below for a list of circumstances where you may be held liable for unauthorised use of your Card),
- 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. In these cases, the errors can usually be corrected but may temporarily inconvenience you as the available Value on your Card will be incorrect. Where these errors cannot be corrected, we will resolve the issue by adjusting your Card in your favour,
- you cannot withdraw from an ATM more than \$1,000 per day,
- if there are insufficient funds on your Card to cover any fees and charges for a period of three (3) consecutive months, then the Card may be suspended (refer to section 19 below),
- your Card may be lost, stolen, or destroyed. In these circumstances, you may be held liable for unauthorised use on your Card where you unreasonably delay notifying us that your Card has been lost or stolen (refer to section 24 below), and
- your Card details may become known via various methods to criminals who may be able to withdraw the Value
 using a counterfeit card. In these cases, you will not be liable for these unauthorised transactions unless you have
 contributed to the loss (refer to section 24 below).

7. OTHER IMPORTANT INFORMATION

As we notify you of any change to this document via email, you are required to provide us with your email address which will need to be entered when activating the Card.

The Card can only be issued to an individual and not to a business. The Card cannot be issued in joint names.

You will not earn any interest on any Value stored on your Card.

A Monthly Card Fee may be charged to your Card on the last day of each month (or part thereof) following your activation of the Card. Transaction fees will also be charged to your Card at the time of the transaction being processed. For further details, refer to Part 2 – Fees and Charges.

Indue is not aware of any material conflicts of interests that would affect this product or the service you receive from Indue or BFS.

The information contained in this document does not take into account your individual objectives, financial situation or needs or those of your Associated Christian Organisation. Any advice in this document is general advice only. We suggest that advice is sought if you do not understand any of the information contained within this PDS. As Indue has not considered your individual circumstances or needs, you should seek your own independent taxation advice in respect of any impact your use of your Card may have on your own personal taxation liability or that of your Associated Christian Organisation.

THE FINANCIAL CLAIMS SCHEME

The Financial Claims Scheme ("FCS") is a scheme administered by the Australian Prudential Regulation Authority ("APRA") to protect depositors from potential loss due to the failure of institutions. It provides depositors with a guaranteed protection, up to a cap. As at the date of this PDS, the FCS applies to deposits only. It does not extend to prepaid card products which are not attached to a separate deposit account (including the Card and any Value held on the Card). If Indue fails:

- any Value held on the Card will not be protected by the FCS; and
- you may lose all or part of the Value.

The risks associated with the Card may therefore be increased when you load large amounts of money onto the Card. For more information on the FCS, refer to: <u>www.fcs.gov.au</u>.

8. QUERIES

If you have a query about the Card, we request that in the first instance you direct the query to BFS (see contact details in section 4 above).

Any queries in relation to loading value by Direct Credit (also known as electronic funds transfer) through your bank or financial institution's website should be directed to your bank or financial institution.

9. COMPLAINTS AND THE DISPUTE RESOLUTION SCHEME

If you have a complaint or dispute relating to your Card, we request that you contact BFS in the first instance.

If you have a complaint or dispute relating to your Card that is not satisfactorily resolved by BFS, you should immediately contact Indue.

If Indue or BFS (as the case may be) is unable to settle your complaint immediately to your satisfaction, then Indue or BFS (as the case may be) will acknowledge your complaint and may, if relevant, request further details from you.

If your complaint is closed within 5 Business Days, by being resolved to your satisfaction or if there is no reasonable action that can be taken to address the complaint, then Indue or BFS (as the case may be) will communicate with you. This may be by means other than in writing (for example, by telephone) but, if you wish, you may request that Indue or BFS provide you with a written response.

Otherwise, within 30 days of receiving your complaint, Indue or BFS will:

- advise you in writing of the results of its investigation; or
- advise you of the reasons for any further delay.

An investigation will continue beyond 30 days only in exceptional circumstances, for example, if there are delays caused by other financial institutions or merchants involved in resolving the complaint, or in circumstances where Indue or BFS investigate the relevant transaction under any applicable industry rules. Indue or BFS (as the case may be) will continue to provide you with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, unless Indue or BFS is waiting for a response from you, and you have been advised that Indue or BFS requires such a response.

Where you are not satisfied with the outcome of your complaint, you have the right to contact the Australian Financial Complaints Authority.

Australian Financial Complaints Authority

GPO Box 3, Melbourne VIC 3001 Website: <u>www.afca.org.au</u> Telephone: 1800 931 678 (free call) Email: <u>info@afca.org.au</u>

10. DEFINITIONS

In this PDS, 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.

Associated Christian Organisation means the Christian Organisation with which you were employed or a volunteer at the time of the issue of your Card as communicated to or reasonably determined by BFS.

ATM means automatic teller machine.

Business Day means a day other than a Saturday or Sunday or a public holiday in Sydney, New South Wales.

Card means the Visa reloadable prepaid card issued by Indue to you at the request of BFS.

Card Limit means the total Value that may be stored on a Card at any one time, which as at the date of this PDS is \$5,000.00.

Christian Organisation means a church or not-for-profit organisation whose purpose includes the advancement of the Christian religion.

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

Indue means Indue Limited ABN 97 087 822 464 being the issuer of the Card (Australian Financial Services Licence number 320204).

EFTPOS means Electronic Funds Transfer Point of Sale.

Electronic Banking Terminal means an EFTPOS device or ATM.

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

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

ORION means Indue's card fraud monitoring service.

PIN means the Personal Identification Number required to be entered by you when using the Card for Electronic Transactions. The PIN is set by you at the same time you activate your Card and may be changed by you from time to time (refer to section 23 below).

Reloadable means that additional Value may be loaded (added) onto your Card from time to time in accordance with this PDS and provided that the Value stored on your Card does not exceed the Card Limit.

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

Visa means Visa Worldwide Pte Ltd.

Visa Secure Participating Merchant means a merchant from whom online purchases can be made and who participates in the Visa Secure program described in section 17.

We, us, our means Indue.

Website means www.bfs.org.au.

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

11. THE CARD

The Card is a Visa Reloadable prepaid card.

A Card will only be issued to individuals who confirm that they are resident in Australia or have a right to reside in Australia, and who are employed by, or volunteer for, a Christian Organisation. You acknowledge and agree that:

- your Card is intended to be used for the purposes of your Associated Christian Organisation,
- your Associated Christian Organisation may act on your behalf in respect of any terms and conditions of this PDS (including as referred to in sections 21 and 22), and
- Indue and BFS are entitled to reasonably rely on any communication or actions by a representative of your Associated Christian Organisation as being made on your behalf.

The Card allows purchases and payments to be made wherever Visa prepaid cards are accepted, if a sufficient Value is stored on the Card. The Card can be used to withdraw cash at ATMs. Some merchants may choose not to accept Visa prepaid cards, or not be able to. You should always check with the merchant that it will accept your Card before you attempt to purchase any goods or services.

You are not able to use your Card in an offline environment or at an EFTPOS device or terminal where that device or terminal is classified as an unattended payment terminal. An offline environment may occur when an EFTPOS device is not fully functional or where all or part of the payment system is not operational. An unattended payment terminal refers to unsupervised terminals. These terminals can include car parking machines, vending machines, transport ticketing devices and self-served kiosks. If you attempt to use your Card in an offline environment or at an unattended payment terminal, that transaction will be rejected.

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

Indue will debit (deduct) against the Value any transaction you authorise using the Card.

Indue will (in the first instance) consider a transaction as having been authorised by you when:

- you conduct an Electronic Transaction,
- your Card is used to conduct an Electronic Transaction, or
- your Card is presented to a merchant (or someone else on behalf of a merchant) in a way acceptable to Indue.

Fraudulent transactions can occur on your Card. Where you advise Indue or BFS that a transaction that has been debited (deducted) is fraudulent, unauthorised, or disputed, Indue or BFS will investigate and review the transaction in accordance with section 26 below.

12. REGISTRATION AND IDENTIFICATION

Your Card cannot be issued until BFS (on Indue's behalf) has undertaken certain identification procedures to establish your identity.

You can complete the required identification procedures by supplying the identification documentation specified in the Card application information.

BFS (on Indue's behalf) may be required pursuant to the AML Legislation to reconfirm your identity and personal details at any time, and you agree to supply any reasonably specified identification documentation within a reasonable period of time if requested by BFS (on Indue's behalf). Failure to provide any requested identification documentation to BFS may result in Indue being required to suspend use of your Card until the requested identification documentation has been provided.

13. ACTIVATING THE CARD

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

To activate your Card, go online and select "Prepaid Cards" at <u>www.bfs.org.au</u>, click on 'Activate' and follow the prompts.

14. SECURITY OF PIN AND THE CARD

If you fail to safeguard your Card or PIN, you may increase your liability for unauthorised use (refer to section 24 below for a list of circumstances where you may be held to be liable for unauthorised transactions).

We therefore strongly recommend that:

- you do not record your PIN on your Card or on anything with or near your Card,
- you do 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 BFS or Indue immediately.

If you forget your PIN, you can reset it by going online to <u>www.bfs.org.au</u>, select the "**Card Login**" and follow the prompts (refer to section 23 below). In these circumstances, a PIN Reset Fee may apply (refer to Part 2 – Fees and Charges).

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

Important information you should consider:

- no-one from Indue, BFS or any merchant will ever ask you for your PIN, therefore, you should never disclose it to anyone either verbally, in writing or electronically,
- do not access Indue's website or that of BFS via an email link embedded in an email. Always access the website directly from your internet browser,
- do not choose a PIN that is easily identified with you, e.g., your birth date, an alphabetical code which is a recognisable part of your name or your car registration,
- do not choose a PIN that is merely a group of repeated numbers,
- never lend your Card to anyone else,
- never leave your Card unattended e.g., in your car or at work,
- for security reasons, on the Expiry Date, destroy your Card by cutting it diagonally in half,
- examine your account activity to identify and report, as soon as possible, any instances of unauthorised use,
- cover your hand when entering your PIN at an Electronic Banking Terminal,
- do not allow anyone to swipe your Card when it is not in full sight of you, and
- maintain up-to-date anti-virus software and a firewall on your computer.

15. USING THE CARD

The Card cannot be used to make or complete a transaction that exceeds the Value that is stored on your Card from time to time. Any attempted transaction that you make that exceeds the Value stored on your Card at that time will be rejected. There is a daily cash withdrawal limit of \$1,000.

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

Indue and BFS do not warrant or accept any responsibility if a merchant's Electronic Banking Terminal does not accept your Card. You should always check with the relevant merchant that it will accept your Card before purchasing any goods or services.

Neither Indue nor BFS are responsible in the event that you have a dispute regarding the goods or services purchased with your Card. In the first instance, you should contact the merchant directly. If you cannot resolve the dispute with the merchant, BFS and Indue have the ability in certain circumstances to investigate disputed transactions on your behalf (refer to section 26 below for a list of circumstances when BFS and Indue can investigate disputed transactions) and attempt to obtain a refund for you.

16. USING YOUR PREPAID CARD OUTSIDE AUSTRALIA

All transactions conducted overseas will be converted into Australian dollars. Transactions will either be converted directly into Australian dollars or will be first converted from the currency in which the transaction was made into US dollars and then converted to Australian dollars by Visa. The conversion rate used is either:

- a wholesale market rate selected by Visa from a range of rates available in the wholesale currency market for the applicable processing date, which may vary from the rate Visa receives; or
- the government-mandated rate in effect for the applicable processing date.

A Currency Conversion Fee is payable by you when you make a transaction on your Card in a currency other than Australian dollars, or you make a transaction on your Card in any currency (including AUD) that is processed by a card scheme, financial institution or billed by the merchant outside of Australia (refer to Part 2 – Fees and Charges).

It may not always be clear, particularly when purchasing online, that the merchant, financial institution, or card scheme processing is located outside of Australia.

Note: Refunds in currencies other than Australian dollars are converted to Australian dollars as at the date they are processed by Visa using exchange rates determined by them. This may lead to the refund being converted using an exchange rate different from the one used to convert the original purchase. The converted Australian dollar amount appears on the Card transaction history as the transaction amount.

17. VISA SECURE

Your Card has been automatically enrolled with Visa Secure. Visa Secure is a program designed to authenticate online transactions. This means that when you use your Card online to make a purchase at a Visa Secure Participating Merchant, your identity may be validated.

You will be asked to validate your identity only when you attempt an online purchase from a Visa Secure Participating Merchant and the relevant transaction is deemed to be high risk. A transaction may be deemed high risk if it is for a high value, or an irregular purchase based on your previous Card transaction history.

In order to validate your identity, you will be asked to answer personal questions which we will match against your personal information that we have obtained from you.

If you are unable to validate your identity after three attempts, you will be unable to complete the transaction and your Card will be temporarily suspended from use with all Visa Secure Participating Merchants. To have your Card manually unsuspended, you may contact Indue on 1300 671 819 during Indue's call centre operating hours (refer to section 4 above).

If, after your Card has been unsuspended, you attempt an online transaction with a Visa Secure Participating Merchant and again you are unable to validate your identity after three attempts, your Card will be indefinitely suspended from use with all Visa Secure Participating Merchants. To have your Card unsuspended, you must contact Indue on 1300 671 819 during Indue's call centre operating hours (see section 4 above).

Online transactions that are attempted with Visa Secure Participating Merchants and which are deemed to be very highrisk transactions will be automatically declined without asking you to validate your identity. For assistance in these circumstances, contact Indue on 1300 671 819 during Indue's call centre operating hours (see section 4 above).

18. LOADING VALUE

You or your Associated Christian Organisation can load (add) funds onto your Card. Each time a transaction load is complete; you may be charged a Load Fee (see Part 2 – Fees and Charges).

You or your Associated Christian Organisation can load (add) Value onto your Card by using electronic funds transfer (EFT/Direct Credit) through your Australian financial institution.

To load funds using Direct Credit, use the BSB and account number as well as the name in which you have activated the Card.

It can take up to 3 Business Days for your funds to be made available for use through this payment method.

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

19. FEES AND CHARGES

Refer to VISA PREPAID CARD **PRODUCT DISCLOSURE STATEMENT**, **Part 2 - Fees and Charges** for fees and charges details available at <u>www.bfs.org.au/services/prepaid-cards/</u>.

If there are insufficient funds on your Card to cover any fees and charges for a period of three consecutive months, then BFS and Indue may suspend your Card. In such circumstances, all transactions on your Card will be blocked and you will need to contact BFS to reactivate your Card. On reactivation of your Card, you will be charged a Reactivation Fee (refer to Part 2 – Fees and Charges).

20. LIMITATIONS ON THE USE OF YOUR PREPAID CARD

The Card must not be used for illegal purposes, including the purchase of goods or services that are banned by any Australian law.

21. CARD EXPIRY

The 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 BFS and request that a new Card be distributed to you. In these circumstances you will be charged a Card Replacement Fee (refer to **Part 2 – Fees and Charges**) but will not be charged a fee associated with transferring any Value remaining on your existing Card to the new Card.

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

If you have not made prior arrangements before the Expiry Date of your Card, then on the Expiry Date we will stop your Card and you will no longer be able to use it.

If on the Expiry Date, Value remains on your Card, then we will arrange for BFS on our behalf to make reasonable attempts to contact you or your Associated Christian Organisation to arrange for the Value remaining on your Card (less any

applicable fees) to be returned to you or your Associated Christian Organisation by electronic funds transfer to your nominated bank account.

If after 6 months following the Expiry Date, BFS has not been able to contact you or your Associated Christian Organisation after reasonable inquiries have been made for us to return the Value remaining on your Card to you or your Associated Christian Organisation (less any applicable fees), then all funds held will be forfeited to us. If you subsequently contact us within 7 years after the Expiry Date and request a refund, we will refund the remaining value owing to you or your Associated Christian Organisation less any applicable fees.

If Value still remains on the Card after 7 years from the Expiry Date, we may transfer the balance of the Value on the Card to the Commonwealth Government as "unclaimed money". You have the right to claim the money that is held with the Commonwealth Government. Please refer to the Australian Securities and Investments Commission ('ASIC') website at http://www.asic.gov.au for details

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

22. CANCELLATION OF YOUR CARD

The Card always remains the property of Indue.

Indue or BFS may cancel and demand the return of the Card issued to you at any time:

- for security reasons and to protect the remaining Value where the Card has been or is reasonably suspected by Indue to have been compromised and such compromise has been caused directly by you or third parties; or
- if you breach any conditions set out in this PDS and that breach is of a serious nature.

If these circumstances arise, Indue or BFS will notify you that your Card has been cancelled.

You or your Associated Christian Organisation may cancel your Card at any time by giving Indue or BFS notice in writing or by telephone. Prior to the cancellation of your Card, you should ensure that you use all Value that is remaining on your Card or alternatively, withdraw any Value remaining on your Card by visiting an ATM.

The date that your Card is cancelled by Indue, BFS or you in accordance with this section 22 is referred to as the Cancellation Date.

If on the Cancellation Date Value remains on your Card, then BFS will (on our behalf) make reasonable attempts to contact you or your Associated Christian Organisation to arrange for the Value remaining on your Card (less any applicable fees) to be returned to you or your Associated Christian Organisation by electronic funds transfer to your nominated bank account.

If after 6 months from the Cancellation Date, BFS has not been able to contact you or your Associated Christian Organisation after reasonable inquiries have been made for us to return the Value remaining on your Card to you or your Associated Christian Organisation (less any applicable fees), then all funds held will be forfeited to us. If you subsequently contact us within 7 years after the Cancellation Date and request a refund, we will refund the balance to you less any applicable fees.

If Value remains on the Card after 7 years from the Cancellation Date, we may transfer the balance of the Value on the Card to the Commonwealth Government as "unclaimed money". You have the right to claim the money that is held with the Commonwealth Government. Please refer to ASIC's website at <u>www.asic.gov.au</u> for details.

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

23. REPORTING LOSS, THEFT AND UNAUTHORISED USE

In the case of your card being lost or stolen you need to contact BFS. You can do this either:

Via the BFS Website

If you believe your PIN record has been lost or stolen or your PIN has become known to someone else, you should **IMMEDIATELY** logon to <u>www.bfs.org.au/services/prepaid-cards/</u>, click on "**Card Login**" (top right in ribbon) and select your appropriate card option, and follow the prompts. A PIN Reset Fee may apply in circumstances where you change your PIN (refer to Part 2 – Fees and Charges).

If you believe your Card has been lost or stolen, you should **IMMEDIATELY** logon to <u>www.bfs.org.au/services/prepaid-</u> <u>cards/</u>, click on "**Card Login**" and select your appropriate card option , and follow the prompts.

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

By Telephone

Alternatively, if you believe your Card or PIN record has been lost or stolen, or your PIN has become known to someone else, you should **IMMEDIATELY** report this by contacting BFS by phone on 1300 650 542 Monday to Friday 8.30am to 4.30pm Sydney NSW time (except on NSW or national public holidays) or by email to <u>clients@bfs.org.au</u>. If phoning outside of business hours, please leave a message advising details of the Card and the circumstances of the loss or theft.

Notification Requirements

If you cannot reasonably notify BFS or Indue in accordance with one of the methods described above, then any losses occurring due to non-notification will be the liability of Indue and BFS. To avoid further losses, you are required to continue to try to notify BFS or Indue using one of the methods described above. Providing you continue to try to use reasonable endeavours having regard to your own individual circumstances to notify Indue or BFS, Indue and BFS will continue to be liable for any loss occurring on your Card. If you do not try to notify us as is reasonable having regard to your own individual circumstances, then you may become liable for any losses occurring on your Card in accordance with section 24 below.

Procedure

BFS will arrange for a replacement Card to be distributed to you. Once a replacement Card is issued to you, the Value remaining on your lost or stolen Card will be transferred to your new Card, less any unauthorised transactions for which you are liable (refer to section 24 for a list of circumstances where you may be held liable for unauthorised transactions).

In these circumstances, you will be charged a Card Replacement Fee (refer to Part 2 - Fees and Charges)

24. YOUR LIABILITY IN CASE YOUR CARD IS LOST OR STOLEN OR IN THE CASE OF UNAUTHORISED USE

- 1. You are not liable for any unauthorised use of your Card:
 - (a) before you have received your Card.
 - (b) after you have reported it lost or stolen under section 23 above. or
 - (c) if you did not contribute to any unauthorised use of your Card.
- 2. For the purpose of section 24(1)(c), Indue and BFS will undertake an assessment to consider whether you have contributed to any loss caused by unauthorised use of your Card. This assessment will include a review of whether you:
 - (a) in relation to a transaction arising out of a sales voucher or cash advance, unreasonably delay notification of your Prepaid Card being lost or stolen or of any unauthorised use of your Card,
 - (b) in relation to transactions carried out at Electronic Banking Terminals:
 - (i) voluntarily disclosed your PIN to anyone, including a family member or friend, or
 - (ii) voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal,
 - (c) wrote or indicated your PIN on your Card,
 - (d) wrote or indicated your PIN (without making any reasonable attempts to disguise the PIN) on any article carried with your Card or likely to be lost or stolen at the same time as your Card,
 - (e) allowed anyone else to use your Card,
 - (f) unreasonably delayed notification of:
 - (i) your Card or PIN record being lost or stolen, or
 - (ii) unauthorised use of your Card, or
 - (iii) the fact that someone else knows your PIN.
- 3. If Indue and BFS can prove on the balance of probability that you have contributed to the unauthorised use of your Card under section 24(2), your liability will be the lesser of:
 - (a) the actual loss when less than the Value stored on your Card at the time the loss occurred,
 - (b) the actual loss at the time Indue or BFS is notified of the loss or theft of your Card, or
 - (c) the Card Limit.
- 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 Card, your liability will be the lesser of:

 (a) \$150.
 - (b) the actual loss when less than the Value stored on your Card at the time the loss occurred, or

- (c) the actual loss at the time Indue or BFS is notified of the loss or theft of your Card.
- 5. In determining your liability under this section 24:
 - (a) BFS and Indue will consider all 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 resulting from unauthorised access will be determined under the ePayments Code of Conduct as issued from time to time by the ASIC. The guidelines set out at section 14 to safeguard your Card and PIN are the minimum suggested security measures you should take. If you disagree with Indue's or BFS's processes, you should contact either Indue or BFS and request that Indue and BFS review its decision in accordance with section 26 below.

25. VISA ZERO LIABILITY

In addition to the limits placed on your liability as described in section 24 above, Visa's scheme rules provide that Indue and BFS shall limit your liability to nil in the following circumstances:

- you have not contributed to any loss caused by unauthorised use of your Card as described in section 24(2) above, and
- you have provided all reasonably requested documentation to Indue or BFS, which may include provision of a statutory declaration and police report.

Where this Visa zero liability provision applies, Indue will endeavour to refund the amount of the unauthorised transactions within five (5) days, subject to:

- you have provided all reasonably requested information to Indue or BFS,
- you are not otherwise in default or have breached the terms and conditions set out in this PDS, and
- Indue has not reasonably determined that further investigation is necessary before refunding the amount of the unauthorised transactions based on:
 - (a) the use of the Card,
 - (b) the nature and circumstances surrounding the unauthorised transactions, or
 - (c) any delay in notifying Indue or BFS of the unauthorised transactions.

Any refund is conditional upon the final outcome of Indue's or BFS's investigation of the matter and may be withdrawn by Indue or BFS where it considers that this provision shall not apply as a result of those investigations.

26. RESOLVING ERRORS ON ACCOUNT TRANSACTION HISTORY

You may check the Value that is on your Card and your transaction history, 24 hours a day 7 days a week, by visiting the Website. Go to <u>www.bfs.org.au/services/prepaid-cards/</u>, select the "**Card Login**" option and follow the prompts.

If you believe a transaction is wrong or unauthorised or your transaction history contains any instances of unauthorised use or errors, you must immediately notify BFS. As soon as you can, you must also provide BFS the following:

- your name and address and 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 Card is signed and your PIN secure.

BFS and Indue have the ability to investigate any disputed transactions which occur on your 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, or
- you believe a transaction has been duplicated.

If BFS or Indue find that an error was made or that you are not liable for the transaction in accordance with the terms set out in section 24, then Indue will make the appropriate adjustments to your Card and will advise you in writing of the amount of the adjustment.

Where possible, Indue will attempt to recover funds from the relevant merchant's bank via way of a chargeback where the Visa scheme rules and regulations allow chargebacks. Typically, Indue will be able to chargeback a transaction where a

transaction occurred offline (for example, a fallback transaction) and the relevant transaction is over the offline limit that has been set.

27. PRIVACY AND INFORMATION COLLECTION

Collection of information

Indue and BFS may collect your personal information:

- to identify you if required in accordance with the AML Legislation,
- 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, Indue and/or BFS may be unable to provide you with a product or service.

Providing your information to others

Indue or BFS (as the case may be) 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 Card or third parties using your Card or information stored on your
 Card.

To facilitate transaction investigation and to assist with identification of suspicious or fraudulent transactions, your personal information and transaction details may be sent to countries other than Australia. By using your Card, you agree that your personal information and transaction details may be sent overseas.

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 Indue or BFS. Indue or BFS (as the case may be) may charge you a reasonable fee for access. If you can show that information about you is not accurate, complete, and up to date, Indue or BFS (as the case may be) will take reasonable steps to ensure it is corrected so that it is accurate, complete, and up to date.

Collecting your sensitive information

Indue or BFS will not collect sensitive information about you, such as health information, without your consent.

28. CHANGES TO THESE TERMS AND CONDITIONS

While this PDS is up to date on the date it is prepared, Indue may make changes to the PDS from time to time.

Updates to this PDS that we consider (acting reasonably) are not materially adverse to you may be made without notifying you but by updating the version of the PDS that is available at <u>www.bfs.org.au/services/prepaid-cards/</u> and the changes will take effect from the date the updated version is posted on the website. The PDS available at this website will be the latest version and will be available at no cost to view at any time. You may download a copy of the latest version of the PDS from the same webpage, or request a paper or electronic copy free of charge by contacting BFS.

Where we make an increase to fees or charges or a change which may otherwise be materially adverse to you, we will provide at least 30 days' prior notice of the change or variation before the change takes effect. When we do this, we may issue a supplementary or replacement PDS. You consent to us notifying you of any changes to this document via email to your last known email address. When you activate the Card, you will need to enter your email address and you need to update this via the cardholder web site if your email address changes. If your residential and/or postal address changes, you should notify BFS using the contact details in section 4. If you wish to cancel your Card due to any change or variation,

we make to this PDS, you must contact Indue or BFS to cancel your Card. In these circumstances, you will not be charged any cancellation fee associated with us returning any Value remaining on your Card to you.

29. OTHER GENERAL CONDITIONS

You may not assign your rights under this PDS to any other person. Indue 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 a similar or more fair dispute resolution procedure than Indue. If Indue assigns or transfers the rights under this PDS, this PDS will apply to the transferee or assignee as if it were named as Indue. If we assign this PDS, we will provide you with notice and you will be able to cancel your Card as a result of this assignment without being charged any card cancellation fees or fees associated with us returning any Value remaining on your Card to you.

30. ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING ('AML')

You acknowledge and agree that:

- where required, you will provide to Indue or BFS (on Indue's behalf) all information reasonably requested by Indue or BFS for Indue to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on it pursuant to the AML Legislation. Failure to provide any requested identification documentation to Indue or BFS may result in suspension of your Card until the requested documentation has been provided,
- Indue or BFS may be legally required to disclose information about you to regulatory and/or law enforcement agencies,
- Indue may block, delay, freeze or refuse any transactions where Indue 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 Indue in accordance with this section 30, you agree
 that Indue is not liable for any loss suffered by it or other third parties arising directly or indirectly as a result of Indue
 taking this action,
- where required, Indue will monitor all transactions that arise pursuant to your use of the Card in accordance with its obligations imposed on it in accordance with the AML Legislation,
- Indue or BFS may be legally required to disclose information about you to regulatory and/or law enforcement agencies,
- Indue may block, delay, freeze or refuse any transactions where Indue 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 Indue in accordance with this section 30, you agree that Indue is not liable for any loss suffered by it or other third parties arising directly or indirectly as a result of Indue taking this action, and
- where required, Indue will monitor all transactions that arise pursuant to your use of the Card in accordance with its obligations imposed on it in accordance with the AML Legislation.

31. INTERPRETATIONS

Reference to:

- one gender includes the others,
- the singular includes the plural, and the plural includes the singular,
- a party named in this PDS 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 this Agreement 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.

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