

frank green Pay

Product Disclosure Statement and Conditions of Use

Version 2.0

4 September 2018

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frank green Pay - a Reloadable Visa Prepaid Facility

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

INTRODUCTION

About this Disclosure Statement

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

It’s designed to help you decide whether to get the **frank green Pay** Reloadable Visa Prepaid Facility (the “Facility”).

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

- the appropriate frank green SmartCup or SmartBottle (a “Payment Device”);
- a mobile device (“Electronic Device”) with the **frank green Pay** software application (“App”) activated and installed.

You’ll then be able to access and use the Facility via the App, and make contactless payments using the Payment Device. For avoidance of doubt, the Facility does not have a card, and the payment information cannot be used for any other form of payment transaction. Each Payment Device has its own Facility. Should you have more than one Payment Device, you will have a separate Facility for each Payment Device. All Facilities and Payment Devices you have can be managed through the App.

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

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

This PDS is dated 4 September 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 EML.

GENERAL DESCRIPTION OF FACILITY (FRANK GREEN PAY)

Once you've loaded funds to the Facility:

- you can access the Facility and the Available Balance using the Payment Device to make contactless payments for goods and services, anywhere¹ where Visa prepaid debit cards are accepted;
- subject to the functionality within the App, you can use the App to access the Facility and the Available Balance and, if the feature is available, to transfer funds to another **frank green Pay** Payment Device

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

Facility Distributor

EML Payment Solutions Limited ABN 30 131 436 532, AFSL 404131 (EML) is the holder of Australian Financial Services Licence number 404131. Under its AFSL, EML is authorised to provide financial services including arranging for the issue of non-cash payment facilities such as payment capability in a Payment Device. When providing financial services in relation to the payment capability of the Payment Device, EML acts on its own behalf.

EML is a provider of transaction processing systems, software and support services for the Payment Device.

EML can be contacted via:

Phone: 1300 739 889; or

Email: support@emlpayments.com.au; or

Mail: Level 2, 26 Commercial Road Newstead QLD 4006.

Pay & Reward Pty Ltd ABN 43 619 304 979 ("RewardCo") is a loyalty and merchant solution provider who has established arrangements with frank green for the provision of the payment capability of the Payment Device. RewardCo is authorised representative of EML (authorised representative number 001260300) and is authorised by EML to arrange for the issue of the payment capability of the Payment Device. When providing financial services in relation to the Payment Device, it acts on behalf of EML.

RewardCo 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) 3 9690 6877

Email: hello@frankgreen.com.au; or

Mail: 11 - 13 Chessell Street, South Melbourne, VIC 3205

¹ The contactless Visa payWave capabilities of the Facility may not be accepted by all merchants. Any connection to the Internet must be independently sourced by you, and neither Heritage nor EML nor RewardCo bear any responsibility for the costs of the connection, nor the quality of service of the Internet connection, and the resultant experience in using the Facility.

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 Heritage².

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

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

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

SIGNIFICANT BENEFITS

Here are the significant benefits of the Facility:

- The Facility uses Visa contactless payWave technology to pay for goods and services from merchants who accept Visa Prepaid cards (with some exclusions).
- It's reloadable, so you can load value to it as often as you like during its currency (subject to the applicable limits).
- You only access what you load on the Facility. It's not a credit facility, like a credit card.
- It's easy to access your Facility balance and transaction history via the App.
- You can use the App to set up and maintain your loads from 3rd party payment sources, such as a credit or debit card.
- If you use a Payment Device to access the Facility, you do not need to carry a separate, physical card in order to access the Facility and your Available Balance to make payments using Visa contactless payWave technology.

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

SIGNIFICANT RISKS

Here are the significant risks of the Facility:

- To use the Facility to perform a Contactless Transaction you'll also need a Payment Device, which must be purchased separately.
- The Payment Device has an expiry date 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 Payment Device from a frank green stockist if you want to keep making contactless transactions through the Facility.
- Notwithstanding any ongoing use of your Mobile Service, if you don't make any transactions or loads on the Facility for twelve (12) consecutive months, we'll start charging you a monthly Inactivity Fee, which will come out of your Facility's Available Balance – until the Available Balance reaches zero. Once the Available Balance is reduced to zero by the Inactivity Fee, we'll close your Facility with no further notice. Alternatively, you can request that the Facility be cancelled and your Available Balance be paid out to your nominated Australian bank account.
- Unauthorised Transactions, unintended transactions (including Contactless Transactions and any 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'll need an established internet connection on your Electronic Device to access the App in order to check your balance or transaction history. You must independently source a connection to the internet, at your cost.
- 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.
- The Facility is not a fully featured Visa prepaid facility, and owing to its dependency on the Electronic Device or Payment Device, it can't be used for all transactions where a physical Visa prepaid debit card can be used. To avoid any doubt, the Facility cannot be used at payment terminals which don't have Visa payWave, or needs the use of the chip or magnetic strip to make the payment.
- The Facility **DOES NOT** allow cash withdrawals, including at ATMs or at merchant EFTPOS facilities.
- The Facility can only be used at payment terminals which offer contactless Visa payWave.
- Because your Facility isn't issued with a PIN, you can only use it for Visa payWave transactions that don't need a PIN, and subject to the transactions limits set out within this document. These limits may vary from time to time, and can be outside the control of the Issuer. Some merchants may also set different limits for Visa payWave, which will apply to the Facility. That means, you may not be able to use the Facility to make payments to these merchants.
- It may not operate properly in some foreign countries where contactless payment terminals operate on different technical standards.

- If we suspect your use of the Facility is for unlawful purposes or to commit, or is an attempt to commit, a fraud in relation to your Facility, the Visa payment system, our Related Partners or any other person, we may 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 SIGNIFICANT CHARACTERISTICS AND FEATURES

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

- The Facility (including the Available Balance) won't generate any interest or other return.
- The acquisition of, or the loading of value to, the Facility does not represent a deposit with or investment in Heritage.
- If you have another deposit account with Heritage, the value loaded to your Facility won't be counted towards how much money you have on deposit with Heritage for any purpose.
- It **cannot** be used to deposit or withdraw cash at ATM's or from merchants who do not accept Visa prepaid debit cards.
- It **cannot** be used without access to your Electronic Device and App, and to use it to make contactless payments, a Payment Device.
- 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. EML, RewardCo 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 **frank green Pay** Facility are

USAGE FEES	
Transaction Fee	No charge
Monthly Fee	No charge
Load Fee	3% per load
OTHER FEES	
Any government duty, tax or charge relating to the Facility or any transaction	The amount of the duty, tax or charge
Disputed transactions (where transaction turns out to be valid) - This is recovery cost for each disputed transaction you submit, where we find you to be liable for the transaction	\$10.00 per instance
Inactivity Fee - You'll be charged this each month if you do not load money or make any transactions for twelve (12) consecutive months, commencing 12 months from the last load or transaction.	\$2.00 per month

Other fees and charges may be levied by your Internet service provider for data used by the App

LIMITS

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

MAXIMUM BALANCE LIMIT	AMOUNT
Maximum Available Balance	\$200
TRANSACTION LIMITS	
Minimum Contactless Visa payWave Transaction	\$1
Maximum Contactless Visa payWave Transaction (however lower limits may apply), for example a merchant may impose a lower limit for not requiring a PIN)	\$50
LOAD LIMITS	
Minimum single load	\$25
Maximum load per day	\$50
Maximum aggregate load during any period of 2 days	\$100
Maximum aggregate load during any period of 3 days	\$100
Maximum aggregate load during any period of 4 days	\$100
Maximum aggregate load during any period of 5 days	\$100
Maximum aggregate load during any period of a week	\$200
Maximum aggregate load during any period of a month	\$400
Maximum aggregate load during any period of 120 days	\$1000
Maximum aggregate load during any period of one year	\$3000

QUERIES, DISPUTES AND COMPLAINTS

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

Phone: 1300 739 889;

Email: support@emlpayments.com.au; or

Mail: 26 Commercial Road, Fortitude Valley Business Centre, QLD, 4006

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 EML 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 EML, then immediately contact Heritage.

If Heritage or EML (as the case may be) is unable to settle the complaint immediately to your satisfaction, then Heritage or EML (as the case may be) 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 EML 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 EML (as the case may be) 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 EML is waiting for a response from the complainant and the complainant has been advised that Heritage or EML requires such a response.

Where the complainant is not satisfied with the outcome of the complaint, the complainant has the right to contact EML' External Dispute Resolution Scheme.

Heritage and EML are members of the following External Dispute Resolution Scheme:

Financial Ombudsman Service Limited ABN 67 131 124 448

Mail: GPO Box 3, Melbourne, VIC, 3001

Phone: 1300 78 08 08

Fax: 03 9613 6399

Email: info@fos.org.au

Website: www.fos.org.au

CONDITIONS OF USE

DEFINITIONS

1. Definitions

- 1.1. **“ATM”** – means an automated teller machine that accepts cards with the Visa brand for cash withdrawals.
- 1.2. **“Available Balance”** means the monetary value 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 **frank green Pay** 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. **“Conditions of Use”** – means these Conditions of Use.
- 1.6. **“Contactless Transaction”** - means a payment transaction using NFC that requires a Payment Device to be presented at the payment terminal.
- 1.7. **“Electronic Device”** – is a mobile phone, tablet or other device which has the App properly activated and installed.
- 1.8. **“ePayments Code”** – means the ePayments Code issued by the Australian Securities and Investments Commission on September 2011, and includes any subsequent amendments and replacements that the Issuer adopts.
- 1.9. **“Facility”** – means the Reloadable Visa Prepaid Facility, which can be loaded with value (subject to these Conditions of Use), and is linked with an App loaded on a mobile phone or tablet and Payment Device.
- 1.10. **“Heritage”** - means Heritage Bank Limited ABN 32 087 652 024 AFSL240984.
- 1.11. **“Issuer”** – means Heritage Bank Limited ABN 32 087 652 024 AFSL 240984.
- 1.12. **“Lock”** – means the suspension of the Facility from being able to authorise a transaction
- 1.13. **“Unlock”** – means the unsuspension of the Facility, and as such transactions will be authorised, subject to there being sufficient Available Balance”.
- 1.14. **“Memorable Words”** – means the answers to security questions that you may have provided when the Facility was activated, for use when servicing the Facility and identifying you as the Facility holder for any Call Centre enquiries.
- 1.15. **“Merchant”** - means a business who accepts Visa prepaid debit cards, including Visa payWave payment transactions, without the need for a PIN.
- 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 change to this password) that we might use to confirm your identity or authorise a transaction or activity.
- 1.20. **“Payment Device”** – means a Next Generation SmartCup or Next Generation SmartBottle available from frank green.
- 1.21. **“PDS”** – means the Product Disclosure Statement for the Facility.

- 1.22. **"PIN"** – means a personal identification number.
- 1.23. **"Transfer"** – means the transfer feature, if available in the App, which enables you to transfer funds to another Facility.
- 1.24. **"Registration"** – means entering your personal details, Password and Memorable Words (if requested) into the App, at the time of creation of your Facility and any subsequent changes.
- 1.25. **"Related Partners"** – means Heritage, EML, frank green, frank green related bodies corporate associated with the Facility, and retailers and distributors used by frank green 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 EML (or its authorised partner personnel or frank green, 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 transaction 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 www.frankgreen.com.au and any additional or replacement website we notify to you as the website for the purposes of this PDS from time to time.
- 1.33. **"you" or "your"** – means the person who has requested and been (or will be) issued with the Facility.

2. Interpretation

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

OVERVIEW OF THE FACILITY

3. Becoming bound by these Conditions of Use

- 3.1. These Conditions of Use govern the use of the Facility. Please read them carefully and keep a copy for your records.
- 3.2. By acquiring the Facility, completing the App registration or using the Facility, you agree to be bound by these Conditions of Use, and agree to provide RewardCo or us with personal details, mobile phone number and registration security information (including Password), as a means of accessing your Facility details via the App or our Support Centre.
- 3.3. You must complete the App activation process before you can use the Facility.
- 3.4. To complete the App registration process, you need to provide current details such as your name, address, phone number, email and date of birth, Password and other required information to authenticate yourself as the user of the Facility and to be eligible for additional Facility features, servicing, and Facility support.
- 3.5. You are financially responsible for all use of the Facility. You are liable for Contactless Transactions and Transfer transactions using the Payment Device whether it is in your possession or not, unless the Payment Device has been reported lost or stolen in accordance with clause 19.
- 3.6. By agreeing to these Conditions of Use, you also:
 - acknowledge that you have previously agreed to receive this PDS and Conditions of Use and other notices via electronic means; and
 - acknowledge that you have received, read and understood this PDS and these Conditions of Use; and
 - acknowledge and agree to the information and disclosures contained in this PDS and these Conditions of Use.
- 3.7. The Issuer is a subscriber to the ePayments Code and warrants that it will comply with the ePayments Code.
- 3.8. If you are an individual or small business (as defined by the Customer Owned Banking Code of Practice) we are bound by the Customer Owned Banking Code of Practice when we provide the Facility and services to you.
- 3.9. The disclosures and information contained in this PDS and Conditions of Use form an agreement between you and us.
- 3.10. The Available Balance is available for transactions using the Facility in accordance with these Conditions of Use until the expiry, revocation or cancellation of the Facility.

4. The Facility

- 4.1. Value must be loaded to the Facility before the Facility is used. You can reload value to the Facility in accordance with these Conditions of Use.
- 4.2. The Facility is not a fully featured Visa prepaid facility, and owing to its dependency on the Payment Device and for ease of use, it cannot be used for all transactions where a physical Visa prepaid card can be used. For the avoidance of doubt, the Facility cannot be used at payment terminals which do not have Visa payWave, or which rely on contact with a chip or magnetic strip to complete the payment transaction.
- 4.3. The Facility **DOES NOT** allow cash withdrawals, including at ATMs (even if the ATM accepts Contactless Transactions) or at merchant EFTPOS facilities.
- 4.4. The Facility can only be used at payment terminals which offer contactless Visa payWave transactions.
- 4.5. The Facility is not issued with a PIN, and will be restricted to Visa payWave transaction limits.
- 4.6. Although a merchant may accept Visa payWave or Visa prepaid facilities, the merchant is not obligated to accept the Facility for payment.
- 4.7. Purchases at Merchants using the Facility are honoured for electronic transactions if a sufficient Available Balance exists to cover the amount of the transaction.
- 4.8. The Facility is not a bank account or credit facility.
- 4.9. The Facility is not a facility by which the Issuer takes deposits from you.
- 4.10. You won't earn interest on the balance held on the Facility.
- 4.11. The Facility can only accept or be loaded with funds via electronic means and does not accept loads or fund transfers using other means, including cash, cheque or money order.
- 4.12. For Contactless Transactions, the Facility must be linked to, and can only be used with the Payment Device.
- 4.13. The Facility can only be linked to one Payment Device.
- 4.14. The Facility can only be accessed by the App, and the App can only be used with compatible mobile devices as notified by the relevant app store, from time to time. The App may allow you to view and manage the activities of more than one Facility (and it's associated Payment Device).

ESTABLISHING THE FACILITY

5. Obtaining the Facility

- 5.1. To obtain the Facility you will need to have an Electronic Device connected to the Internet, and have downloaded and successfully installed the App.
- 5.2. Before getting the Facility, you will need to have entered into a separate agreement with RewardCo for use of the App. That agreement with RewardCo is a separate obligation and is independent of the provision of the Facility, and may continue after you've cancelled or ceased using the Facility.
- 5.3. Heritage makes no representation or warranty as to the fitness for purpose of the Payment Device, the App and any Electronic Device.

6. Activating the Facility

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

USING THE FACILITY

7. Using the Facility

- 7.1. Use of the Facility is subject to transaction limits 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 24 of these Conditions of Use.
- 7.4. If there's an insufficient Available Balance on your Facility to pay for a transaction it may be declined or the merchant may ask you to pay the balance by some other means.
- 7.5. You agree not to make or attempt to make transactions that exceed the Available Balance.
- 7.6. If you make or attempt to make any transactions that exceed the Available Balance, you will be liable for any Negative Balance that may arise, along with any costs or interest we incur in recovering or attempting to recover the amount you owe us.
- 7.7. If your Facility goes into Negative Balance, it doesn't mean that a Negative Balance has been allowed or that you can increase it.
- 7.8. We may restrict or stop the use of the Facility if we are of the opinion that you have breached one or more Conditions of Use or that the Facility is being used for unlawful purposes.
- 7.9. You can't stop payment on any transaction after it has been completed. If you have a problem with a purchase made using the Facility, or a dispute with a merchant, you must deal directly with the merchant involved. If you cannot resolve the dispute with the merchant, you should contact the Support Centre by telephone and follow the process set out at in the Queries, Disputes and Complaints section of this PDS.
- 7.10. If you're entitled to a refund for any reason relating to a Facility transaction, you agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to the Facility, cash refund or in store credit.
- 7.11. We're not liable in any way when authorisation is declined by a merchant for any particular transaction - regardless of the reason.
- 7.12. You are responsible for all transactions using the Facility.
- 7.13. If you provide your 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.
- 7.14. You must not use the Facility to make pre-authorised regular payments.
- 7.15. If the merchant payment terminal is offline, or can't connect with Heritage to authorise the transaction, you won't be able to use the Facility to make a payment.

7.16. 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 App, and are subject to the limits shown in this PDS.

8.3. Heritage is not a party to the agreement you have with RewardCo (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 RewardCo via their authorised representative, Frank Green. Frank Green can be contacted by phone on +61 (0) 3 9690 6877 or via email sent to hello@frankgreen.com

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 authorisation or approval clears, although only the amount actually spent or authorised will be finally deducted from the Available Balance after the authorisation or approval clears.

8.6. 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.

8.7. You can use the Transfer feature (if available) in the App and subject to Available Balance, to transfer funds to another Facility which has been successfully registered.

8.8. You may also be able to receive funds from another active Facility. Funds that have been loaded to your Facility via Transfer from another Facility are subject to the limits that apply to the loading of value as set out in this PDS.

- 8.9. When using the Transfer feature (if available), you are responsible for entering the correct details of the recipient Facility holder.
- 8.10. Payments to an incorrect recipient will be your responsibility and may not be able to be recovered.
- 8.11. Your mobile number or login details may be used in the Transfer transaction to assist the recipient Facility holder in identifying the transaction.
- 8.12. You cannot cancel a Transfer transaction once you have made it.
- 8.13. If you use the Transfer feature (if available) to transfer funds to a Facility that is inactive, or does not exist, or the aggregate balance after the transfer would lead to the destination Facility of the transfer to exceed the maximum allowed balance of a Facility, the transaction will be unable to be completed.

9. Transaction History & Balances

- 9.1. The Available Balance and transaction history of your Facility are available exclusively via the App. You can check and view both by following the relevant prompts in the App.
- 9.2. The balance and transaction history is only available in the App and NOT in paper, or any other electronic, form, such as email or PDF.
- 9.3. If you notice 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 only be used in Australia, and transactions outside of Australia may be declined.

11. PIN

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

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. After the expiry, the Payment Device will not be available for use and you'll need to purchase a replacement Payment Device to continue to use the Facility. After expiry, the funds in the Facility continue to be held by the Issuer, until you associate a new Payment Device or close the Facility.
- 12.2. For avoidance of doubt, the Issuer, RewardCo or EML will NOT issue you with a replacement Payment Device. You are required to separately purchase the replacement Payment Device from frank green or a frank green stockist. The availability of the Payment Device, and any such colour combination you require is not be the responsibility, nor otherwise of the Issuer, RewardCo, or EML.
- 12.3. Once the Payment Device expires, you will need to migrate the store of funds held in the Facility to the new Payment Device by using the App to remove the expired Payment Device, and associate the new Payment Device to the Facility. If you have difficulty completing this process, contact the Support Centre.
- 12.4. 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 or the App.

13. Fees and Charges

- 13.1. You agree to pay us the fees and charges as set out in the Fees and Charges section in this PDS. You authorise us to deduct these fees and charges from the Available Balance and reduce the Available Balance accordingly at the time the fee or charge is incurred.
- 13.2. All fees and charges are expressed in Australian dollars and are inclusive of any applicable GST.
- 13.3. Certain merchants may charge an additional fee when the Facility is used to purchase goods and/or services. This fee is determined and charged by the merchant and is not retained by us.
- 13.4. The loading of your Facility is completed through an arrangement between the Merchant and you. Fees may be applied by the Merchant for the loading of your Facility, which will be notified to you by the Merchant. 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 App will request that you nominate a Password, which will be used to authenticate certain activities within the App.
- 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. The Password must be kept private and not disclosed to anyone.

TIPS ABOUT PASSWORDSECURITY

- 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 21 (Liability for Unauthorised Transactions) of these Conditions of Use.

- 14.5. 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 App where the Password was used in the Electronic Device to authenticate you.

15. Memorable Words

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

16. Security of Facility

- 16.1. You must provide notice by calling the Support Centre straight away if:
- someone gains access to your Facility or Facility details or they are otherwise compromised;
 - the Facility is misused, or the 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
- 16.2. If there's a delay providing notice, you may be responsible for losses occurring as a result of the delay.
- 16.3. The notification must be made by contacting the Support Centre by telephone.
- 16.4. If we, EML or RewardCo deem your Payment Device to have been compromised, owing to fraudulent transaction or activity in 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 frank green or a frank green stockist. The availability of the Payment Device, and any such colour combination you require is not the responsibility, nor otherwise of the Issuer, RewardCo, or EML.

ISSUES AFFECTING THE FACILITY

17. Monies held

- 17.1. 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 or EML or RewardCo or frank green liable for any loss of funds loaded to the Facility.

18. Change in mobile phone number

- 18.1. 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, or call the Support Centre.
- 18.2. If you change your mobile phone number without notifying the Support Centre by telephone, your Facility may not work properly.

LOST AND STOLEN

19. Lost/Stolen/Damage Payment Devices

- 19.1. As soon as you become aware your Payment Device is lost, stolen or damaged you should delete the Payment Device from your Facility. Once a Payment Device is deleted from the App, 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 Payment Device was deleted.
- 19.2. If a Payment Device is lost or stolen you may need to migrate the Facility to a replacement Payment Device. You will need to purchase (at your expense) a replacement Payment Device from frank green or a frank green stockist. The availability of the Payment Device, and any such colour combination you require is not the responsibility, nor otherwise of the Issuer, RewardCo, or EML. 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.

- 19.3. To avoid any doubt, if you migrate your Facility to a new Payment Device, you won't be creating a new Facility – you'll simply be migrating the Available Balance to the new Payment Device.

LIABILITY AND RISK

20. Reviewing Transactions

- 20.1. You should regularly check your Facility's transactions for any Unauthorised Transactions, unauthorised Contactless Transactions or any errors (or possible errors), using the transaction history feature of the App.
- 20.2. 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.

21. Liability for Unauthorised Transactions and contactless transactions

- 21.1. 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.
- 21.2. We'll deem Contactless Transactions performed using a Payment Device to have been authorised by you (even if not actually authorised by you) and you are liable for all such transactions except as otherwise stated in these Conditions of Use.
- 21.3. 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 EML's or RewardCo'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 Payment Device has been suspended, or after you have reported to the Support Centre that your Payment Device has been misused, or lost or stolen in accordance with clause 19 which resulted in the Payment Device being suspended.
- 21.4. 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 Payment Device; 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 Payment Device; 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 Payment Device; or
 - acting with extreme carelessness in failing to protect the security of the relevant Password or Payment Device; or
 - allowing another person to have access, come into contact with, loan, use or interact with the Electronic Device, Payment Device or the App; or

- 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.
- 21.5. 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.
- 21.6. 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 Payment Device 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.
- 21.7. 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 Payment Device 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).

22. Load Irregularities

- 22.1. Irrespective of the funds from a load, as described in paragraph 8.1 to 8.3, being made available in your Facility, should EML or RewardCo, 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 EML or RewardCo. You also give us authority to release your personal details and other related information to relevant government authorities, EML, RewardCo, and their authorised representatives, to contact and retrieve any deficiency of the returned funds.

23. Facility Operations

- 23.1. 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
 - 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 application or software operating on the Electronic Device or Payment Device; or
 - Other reasons not outlined above which impact the operation of the Facility.
- 23.2. You can use the Transfer feature (if available) in the App and subject to Available Balance, to transfer funds to another Facility which has been successfully registered for in the App. Your mobile number and name may be used in the Transfer transaction to assist the recipient Facility holder in identifying the transaction.
- 23.3. You will (if available) also be able to receive funds from another activated Facility. Funds that have been loaded to your Facility via Transfer from another Facility are subject to the fees and limits that apply to the loading of value as set out in this PDS. For avoidance of doubt, each Payment Device is viewed as a separate Facility and is subject to the terms of its own PDS.

- 23.4. When using the Transfer feature, you are responsible for entering the correct details of the recipient's Facility.
- 23.5. Payments to an incorrect recipient will be your responsibility and may not be able to be recovered.
- 23.6. You cannot cancel a Transfer transaction once you have made it.
- 23.7. If you use the Transfer feature to transfer funds to a Facility that is inactive, or does not exist, or the aggregate balance after the transfer would lead to the destination Facility of the transfer, to exceed the maximum allowed balance of a Facility, the transaction will be unable to be completed.

CANCELLATION AND NON-USE

24. Cancellation of Facility

- 24.1. You may, on any Business Day, ask for your Facility to be cancelled.
- 24.2. 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.
- 24.3. On the cancellation of the Facility, we will pay the Available Balance to you when all of the following are satisfied:
- We're satisfied that we have properly and completely authenticated your identity.
 - We're satisfied that there are no cancelled or unexpired merchant authorisations or approvals on the Facility;
 - We're satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Available Balance; and
 - We've received your instructions for the payment of the Available Balance using any form we require.
- 24.4. Subject to this agreement, the Available Balance will be paid on cancellation of the Facility by either:
- electronic transfer to your nominated Australian bank account.

25. Non-Use of the Facility

- 25.1. If there are no transactions or loads over a continuous 12 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 eleven 11 consecutive months, but is then used in the twelfth (12th) month, you won't be charged the Inactivity Fee.
- 25.2. 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, EML and RewardCo with respect to the Facility after closure. After this time, your Payment Device cannot be used with the Facility, or any other Facility.

26. Unlawful or Fraudulent Use

- 26.1. 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.
- 26.2. In the circumstances set out in clause 26.1 above, we may also request that you return the Payment Device(s) to a location advised by us within 14 days after receiving such request and you agree to do so, if so requested.

27. Liabilities and Disclaimers

- 27.1. To the extent permitted by law, the Issuer, EML or RewardCo 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 Visa payWave 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;
 - 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 Payment Device to be present, except for those transactions for which the customer is not liable under these Conditions of Use; or
 - anything specifically excluded or limited elsewhere in these Conditions of Use, except where your Electronic Device or the Payment Device has been formally notified as being lost or stolen.
- 27.2. Our, EML and RewardCo 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.
- 27.3. To the extent permitted by law, the Issuer, EML and RewardCo ;
- 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).
- 27.4. All conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by applicable laws and regulations.
- 27.5. Any failure or delay to enforce a term of these Conditions of Use does not mean a waiver of them.
- 27.6. Although considerable effort is expended to make the Website and any other communication channels available at all times, no warranty is given that these channels will always be available and error free.

- 27.7. You agree that neither the Issuer nor EML nor RewardCo 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, Payment Device, phone resident software including Electronic Device firmware and the App), computer viruses, forces of nature, labour disputes and armed conflicts.
- 27.8. You agree that we are not responsible for any content on the Website other than content relating specifically to the Facility.

COMMUNICATIONS AND PRIVACY

28. Privacy and Information Collection

- 28.1. In this clause 28, a reference to 'we', 'us' or 'our' is a reference to the Issuer, EML, RewardCo, frank green and frank green affiliated entities.
- 28.2. We collect your personal information so that we can establish and administer the Facility provided to you (including doing all things necessary to provide the Facility to you, including assessing your application and managing your Facility). The App and aspects of the Facility are provided by or in conjunction with EML and RewardCo, and as such EML and RewardCo will have access to the user, transaction, Facility and App information for the purposes of managing their ongoing relationship with you. We may also use your personal information to tell you about products and services offered by third parties that may be of interest to you, to conduct customer satisfaction surveys to improve our products and services, for risk assessment purposes and to assist you with inquiries, concerns and complaints you may have.
- 28.3. 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.
- 28.4. 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.
- 28.5. If you provide us with personal information about someone else, you agree to inform that person of the contents of this notice.
- 28.6. 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.
- 28.7. We may also disclose your personal information to recipients located overseas, subject to our privacy policies. The privacy policies are accessible via our respective web sites, and may be accessed via the App.
- 28.8. 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.
- 28.9. 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. Our Privacy Policies are available at:
- https://frankgreen.com/au/privacy/?_store=au&store=au
 - <https://www.emlpayments.com/privacy>

- 28.10. 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.

29. Communications

- 29.1. You agree that we may give written notices or other communications to you under or in connection with these Conditions of Use at our determination, either:
- by writing to you at your residential or postal address last known to us;
 - by giving it to you personally or leaving it at your residential or postal address last known to us;
 - by electronic communication to you via email or SMS to the e-mail address or Mobile Service number last known to us, or through the transaction history or notification menu item in the App; or
 - if the notice or communication is not personal to you – by publishing it on the Website or through the App.
- 29.2. 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.
- 29.3. 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.
- 29.4. 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 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).
- 29.5. 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.
- 29.6. 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.
- 29.7. 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 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.

- 29.8. 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.
- 29.9. The Issuer, EML, RewardCo or frank green 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.
- 29.10. If you have a query, dispute or complaint, follow the process set out in this PDS.

OTHER LEGAL TERMS

30. Changes to these Terms & Conditions

- 30.1. 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.
- 30.2. 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.
- 30.3. 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.
- 30.4. We can also let you know of an upcoming change by:
- publishing it in a notice or advertisement in a major daily newspaper distributed in Australia;
 - SMS to the Mobile Service number associated with the Facility
 - mentioning it on the Website 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.
- 30.5. When we let you of a change:
- we'll comply with any applicable requirements under a law of the ePayments Code; and

- subject to doing that, it will be sufficient if the notification or announcement explains the substantial effect of the change.

30.6. The latest version of these Conditions of Use is always available on the Website and via the App.

31. Parties

31.1. 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.

31.2. 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.

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

31.4. 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.

32. Governing Law

32.1. 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.

33. Severability

33.1. 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.
-