

VISA Prepaid Cards – Consumer T&Cs

DEFINITIONS

1. **Card Fund** means the positive Value recorded by the Issuer as being available for transactions using the Card.
2. **Card Services** means Spendable Customer Service.
3. **Issuer** means Flexewallet Pty Ltd ABN 16 164 657 032 AFSL 448066.
4. **PIN** means the Personal Identification Number required to be entered by you when using the Card for electronic transactions.
5. **MCC** means merchant category code.
6. **VISA Prepaid Card ("Card")** means the Spendable VISA Prepaid Card.
7. **VISA Prepaid** means VISA Worldwide Pte Ltd.
8. **You or your** means the person to whom the Card is issued.

1. Understanding these Terms and Conditions

- 1.1. All amounts of money specified in these Terms and Conditions are in Australian dollars unless otherwise specified.
- 1.2. References to days, times or periods of time in these Terms and Conditions are according to Australian Eastern Standard Time.
- 1.3. These Terms and Conditions govern the use of the VISA Prepaid Card ("Card").
- 1.4. You agree to these Terms and Conditions by any action relating to the VISA Prepaid Card including but not limited to signing the back of a Card; using a Card to make a purchase; activating a Card; or loading/ reloading funds onto the VISA Prepaid Card (although these are not the only ways that you can be taken to have agreed to be bound by the Terms and Conditions).

2. Issuing of Cards

- 2.1. You should memorise the PIN to prevent unauthorised use of the Card. You must also follow the rules on Card security (see clause 11 below).
- 2.2. The Card is the Issuer's property. The Issuer may suspend use of the Card and/or ask that you return the Card if the Issuer believes there is good reason to do so. You must ensure that the Card is promptly returned to the Issuer if it asks you to do so.
- 2.3. The Card is not a credit Card and, subject to the Card Fund becoming overdrawn (which is prohibited), all use is limited to the amount loaded onto the Card Fund and any other limits referred to in these Terms and Conditions.
- 2.4. There is no interest payable to you on the balance of the Card Fund.
- 2.5. Amounts can be added to the Card Fund only as specifically provided in these Terms and Conditions.
- 2.6. The Card Fund does not amount to a deposit with the Issuer and the amount standing to the positive balance of the Card Fund does not count as an amount or deposit for any purpose, other than as described in these Terms and Conditions.
- 2.7. The issuance of a Card is subject to you satisfying the relevant application criteria, as determined by us from time to time in order to meet customer identification and 'know your customer' requirements set by law, including by providing us with sufficient information and proof in relation to your identity. We may at our discretion limit application criteria to driver's license and/or passport holders of particular countries or by reference to particular types of identification at our sole discretion if we believe this is necessary for 'know your customer' or due diligence purposes. In certain circumstances we may also ask you to provide us with additional details, including but not limited to your source of funds.
- 2.8. We reserve the right to refuse an application at our sole discretion on any lawful grounds, including but not limited to where we are unable to satisfy ourselves as to your identity or where your profile is inconsistent with our customer profile for the Card.
- 2.9. You must provide all information to us which we reasonably require in order to manage anti-money laundering or counter-terrorism financing and economic and trade sanctions risks or to comply with any laws or regulations in Australia or any other country.

3. Activation and expiry

- 3.1. You must activate your Card prior to using it, by registering it via the App.
- 3.2. The expiry date is printed on the back of the Card.
- 3.3. The Card cannot be used after it has expired. However, you will still be able to obtain a refund of the Card Fund balance, less any applicable fees.

4. Use of the Card

- 4.1. The Card cannot be used for manual (non-electronic) transactions.
- 4.2. The Card must not be used for any unlawful activity. You agree to never give your Card or PIN to another person.
- 4.3. When using your Card at POS terminals, you must select “credit” and not the “cheque” or “savings” option. Please note that by selecting “credit” you are simply accessing the Funds through the VISA payment scheme; you are not provided with any credit by the Issuer or any other person.
- 4.4. Unless the transaction is a VISA contactless transaction, you will then be asked to enter your Card PIN or provide a signature to confirm the transaction.
- 4.5. Although the VISA acceptance mark may be displayed, in some countries the Card may not operate due to restrictions imposed by VISA. Details of the countries in which the Card will not operate are available on the VISA website.
- 4.6. Certain businesses may not accept the Card as a means of pre-authorising expenditure. If the Card is used for this purpose, some businesses (such as hotels, cruise lines and car rental companies) may pre-authorise the estimated amount of the final bill and this amount will temporarily be unavailable. Only the actual amount of the final bill will be deducted from the Card Fund.
- 4.7. When a Card is used to purchase goods for delivery by mail or online an additional 10% may be automatically added as an anticipated delivery charge. If the actual delivery charge is less, any unused difference may be temporarily unavailable.
- 4.8. A transaction or payment cannot be cancelled once you authorise the use of the Card.
- 4.9. The point of sale terminals are not owned or operated by the Issuer or VISA and the Issuer and VISA are not responsible for ensuring that they will accept the Card.
- 4.10. You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card in the country of purchase and/or use.
- 4.11. By successfully applying for and using the VISA Prepaid Card, you acknowledge and agree that we do not provide and you will not receive paper statements unless you contact us to request a paper statement. Electronic statements showing the Card’s transactions and Card Fund balance are available by logging into the App.
- 4.12. If a person reports that a mistaken payment has been made from the person’s account to your Card Fund, you agree that:
 - (a) we may inform that person’s financial institution whether or not your Card Fund has sufficient funds to cover the mistaken payment; and
 - (b) we may freeze those funds, or debit those funds from your Card Fund.
- 4.13. If you request a payment from another user’s account to your Card Fund you are accepting liability of that payment to be a true and honest reflection of their wishes by completing the following:
 - (a) uploading a photo of the purchase in the app
 - (b) uploading a photo of the receipt to the app
 - (c) Recording a suitable description within the app
 - (d) making the purchase for the assigned category
 - (e) making the purchase at the assigned store
- 4.14. Failure to complete any step set out 4.13 makes you liable to any losses experienced by another user or us.
- 4.15. Dishonest, fraudulent or malicious use of the card will result in us referring you to the police for investigation and potential prosecution.
- 4.16. Dishonest, fraudulent or malicious use of the card and failure to complete steps in 4.13 will at our discretion mean we will ban you from accessing the card and app.
- 4.17. Where required by relevant law, for example where you appear to be a “proscribed person”, you acknowledge that we may be required to block access to the Card and/or Card Fund and immediately refuse to process or complete any transaction or suspend or terminate our arrangements with you. You agree that under these circumstances we are under no liability to you.

- 4.18. You agree that we may delay, block or refuse to process any transaction without incurring any liability if we suspect that the transaction:
- (a) may breach any laws or regulations in Australia or in any other country;
 - (b) involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States Office of Foreign Assets Control, United Nations, the European Union or any country; or
 - (c) may directly or indirectly involve the proceeds of, or be applied for the purposes of, any unlawful conduct.
- 4.19. Local governments can impose civil and criminal penalties against anyone who violates laws and regulations in connection with the use of the Card, including but not limited to AML/CTF laws. Civil and criminal fines may be imposed in hundreds of thousands or even millions. Criminal violations may result in prison terms. In addition, the government may seize property involved in criminal violations of these laws; this may include businesses, bank accounts, or any other assets the government can link to criminal violations.

5. ATM Use

- 5.1. The Card can be used at ATMs that display the VISA logo to withdraw cash or perform a balance enquiry. When using your Card at an ATM, you must click the "Credit" (CR) button. To validate the transaction, you must then enter your PIN. Please note that you simply access the Card balance through the VISA payment scheme by selecting "Credit"; No credit is granted to you by the issuer or any other entity (although if a Negative Balance occurs, then you will have to repay the amount owing). A charge for an ATM may apply. These are in addition to any fees for ATM operators that differ according to the ATM operator.
- 5.2. All applicable fees and charges will be debited directly against the balance of the Card. If, in addition to the cost of the withdrawal, there is an insufficient Card balance to cover both ATM fees and transaction fees, the ATM transaction will be denied.
- 5.3. Not all ATMs allow the balance of the Card to be shown on the screen or printed on a receipt. Card balances collected by means of ATMs can be made available in a currency other than Australian Dollars and, if that currency is not the currency provided by the Card, the figure shall be measured on the basis of a prevailing exchange rate other than that determined by the Issuer or VISA.
- 5.4. The ATMs are not owned or run by the Issuer, and it is not the duty of the Issuer to ensure that the Card is approved.
- 5.5. The minimal and maximum amounts that can be obtained in a single transaction are outlined in the PDS and are also restricted by most ATM operators. These quantities may also be restricted by regulatory restrictions (in some countries).

6. Card Fund

- 6.1. Until the expiry of the Card you can add additional funds via a Bank Transfer using the account details in the App, subject to certain limits and subject to any applicable fees.
- 6.2. Bank Transfer will generally take up to two Business Days to be processed however may take longer subject to the bank initiating the transfer.
- 6.3. Funds transferred to the correct BSB and incorrect Account Number will be dishonored and will not be applied to your Card Fund.
- 6.4. For security purposes, please memorise your PIN. You should not keep your PIN written anywhere near your Card. If you forget your PIN, you can obtain a PIN reminder by logging into the App and following the prompts or by calling Card Services and answering the security questions.
- 6.5. Information sent over the internet may not be completely secure and the internet and the online systems are not controlled or owned by the Issuer or VISA so neither the Issuer nor VISA can guarantee that they will function at all times and the Issuer and VISA accept no liability for unavailability or interruption or for the interception or loss of Personal Information or other data.
- 6.6. The Card Fund can only be used if it has a positive balance. If a Negative Balance arises, following any transaction authorised by you, the resulting debit balance immediately becomes a debt payable by you to the Issuer and we retain the right to recover this debt. If the Card Fund does become overdrawn, every attempt should be made by you to stop subsequent transactions.

- 6.7. If you notice any error in any transaction in the Card Fund then you must notify VISA immediately and in any event within 30 business days of the transaction in question. The Issuer or VISA may request you to provide additional written information concerning any error and you must comply with that request.

Provided that you have complied with all reasonable requests for information we will correct the error if it is our or any of our service providers' fault. If we decide it is not our fault we will notify you in writing or by email as soon as this decision is made. Where we are required to do so, we normally re-credit the Card Fund within 10 business days, although there may be a delay while investigations are completed.

- 6.8. If the Issuer or VISA discover an error in the amount of any funds that have been loaded or reloaded onto the VISA Prepaid Card for any reason, we are authorised to correct this error without further notice, including but not limited to debiting any amount of funds from the Card Fund that have been loaded in error.

7. Fees

- 7.1. You agree to pay and authorise us to debit the Card Fund for the fees set out in the Fees and Charges section and the Card Limits section of this PDS. These fees may be deducted from the Card Fund as soon as they are incurred.
- 7.2. All payments are inclusive of GST (if applicable) and will be deducted directly from the balance of the Card at the time of the fee-invoking operation.
- 7.3. Certain merchants may charge an additional fee if the Card is used to purchase goods and/or services. The fee is determined and charged by the merchant and is not retained by us.

8. Pre-authorising Transactions

- 8.1. Card "tolerance limits" can apply when using the Card with certain retailers (such as hotels, rental cars, restaurants, cruise ships) or for mail order purchases. This implies that the merchant will request confirmation that your Card has an appropriate Card balance to meet the estimated cost of the goods or services it will provide. In this case, for the sum of the expected bill plus an amount of up to 20 percent or more of the overall bill, the retailer may obtain an authorisation or approval on your Card to cover additional items such as tips and incidentals to insure that ample funds are available to cover the final payment ("pre-authorisation amount").
- 8.2. A sum allowed or authorised in the above manner means that this pre-authorisation amount will be reduced by your Card Balance for a period of up to 30 days from the date on which the request is made, unless the merchant has settled or cancelled it earlier. Please note that in your account history, the pre-authorisation will not be visible.
- 8.3. Thirty days after the date on which the authorisation request was made, the whole amount of the authorisation or approval would be immediately cancelled. After the transaction is done, only the amount actually charged will be deducted from the Card balance. If the amount paid is less than the pre-authorisation amount, the Card will be credited back with the difference. By using the Card, you can not make pre-authorised periodic payments. The Card may not be authorised by some enterprises as a means of pre-authorizing spending.

9. Cash out

- 9.1. You can cash out at any time by contacting us. You can also contact us if you want to close your VISA Prepaid Card.
- 9.2. The Issuer and VISA Prepaid may, with or without notice and without incurring any liability to you cancel or suspend the VISA Prepaid Card and/or terminate this agreement with you if it has good reason to do so, including without limitation if:
- (a) the Issuer considers the VISA Prepaid Card has been or is likely to be misused;
 - (b) you breach any of these Terms and Conditions;
 - (c) the Issuer suspects any illegal use of the VISA Prepaid Card;
 - (d) you gave the Issuer or VISA Prepaid false, inaccurate or incomplete information when you applied for the VISA Prepaid Card.

- 9.3. We will refund any positive balance in your Card Fund if the VISA Prepaid Card is locked (less any fees). For any cash from your VISA Prepaid Card, you will receive a payment in Australian Dollars. Funds will be deposited into your nominated Australian bank account with the correct number. Any sums not cancelled, pre-authorized or "held" (see clause 8 above) will not be available for cash out until the pre-authorisation has been cancelled or the amounts "held" issued by the merchant have been cancelled and the corresponding amounts are available for expenditure or withdrawal.
- 9.4. If the VISA Prepaid Card is locked, you must destroy the Card by cutting it in half diagonally, ensuring that the chip is destroyed, and safely disposing of it, unless we tell you otherwise.

10. What are limitations on the use of the Card?

- 10.1. A limit of one Card applies per person.
- 10.2. Purchase of the Card is limited to Australian residents only.
- 10.3. If excessive use of the Card is detected or other suspicious activities are found, including a suspected violation of any laws or regulations in any country, we can limit or stop the use of the Card.
- 10.4. Some Merchants may choose not to accept VISA prepaid Cards.
- 10.5. When buying petrol, you must pay for the petrol purchase at the petrol station counter and not at any automated fuel dispensers (i.e. not at the pump).
- 10.6. The Card may not be used for, and authorisation may be declined for, any illegal transactions.
- 10.7. For transactions relating to some types of gambling or gambling facilities (MCC 7995, 7800, 7801 and 7802), direct marketing – inbound teleservices merchant (MCC 5967), the Card will not be used and permission will be refused.
- 10.8. The minimal and maximum amounts that can be obtained in a single transaction are outlined in the PDS and restricted by most ATM operators. These quantities may also be restricted by regulatory restrictions (in some countries).
- 10.9. International top-ups of your Card Fund are not permitted.

11. Card security

- 11.1. You must make sure that you keep the Card, the Security Details and all Security Codes safe and secure by taking the following precautions ("Security Requirements"). You must not:
 - (a) allow anyone else to use the Card;
 - (b) interfere with any magnetic stripe or integrated circuit on the Card;
 - (c) unnecessarily disclose the Card number;
 - (d) write any Security Code on the Card;
 - (e) carry any Security Code with the Card unless you make a reasonable attempt to protect the Security Code;
 - (f) record any Security Code where it may be accessed by other people unless you make a reasonable attempt to protect the Security Code;
 - (g) voluntarily disclose any Security Code to anyone else, including a family member or friend; or
 - (h) fail to comply with any instructions we give about keeping the Card and any Security Details safe and secure; or
 - (i) act with carelessness in failing to protect the security of the Security Code.
- 11.2. The Card will be disabled if an incorrect PIN is entered three successive times. If the Card is disabled, please contact Card Services to reactivate the Card. There may be a delay (usually 24 hours) in reactivating a disabled Card.
- 11.3. If an incorrect PIN is entered three successive times at an ATM the Card will be withheld by the ATM. Please contact Card Services to reissue a Card with the balance from your previous card less a reissue fee outlined in the PDS.

12. Loss, theft and misuse of Cards

- 12.1. If you know or have reason to suspect that the Card is lost or stolen or damaged, likely to be misused or you have reason to suspect that someone else may know the Security Codes or Security Details, you must immediately notify Card Services. We will then suspend the relevant Card to restrict further use.
- 12.2. You may be required to confirm details of the loss, theft or misuse in writing (and to provide particular information in the confirmation) and you must comply with that requirement.
- 12.3. You must assist us and the police or other authorities in any enquiries and attempts to recover a lost or stolen Card.
- 12.4. If any lost Card is subsequently found it must not be used unless we confirm it may be used.

13. Liability for unauthorised transactions

- 13.1. Your liability for losses arising from Unauthorised Transactions will be determined under the ePayments Code.
- 13.2. You will not be liable for losses resulting from Unauthorised Transactions where it is clear that you have not contributed to the loss.
- 13.3. You will not be liable for losses resulting from Unauthorised Transactions that are caused by the fraudulent or negligent conduct of:
 - (a) our staff or agents; or
 - (b) companies involved in networking arrangements, or
 - (c) merchants who are linked to the electronic funds transfer system or their agents or employees.
- 13.4. You will not be liable when Unauthorised Transactions:
 - (a) happen using a Card after notification to us that the Card has been misused, lost or stolen or that the security of the relevant Security Codes has been breached;
 - (b) happen before you receive a Card and/or PIN (including a reissued Card and/or PIN);
 - (c) are made with forged, faulty, expired or cancelled Cards, Identifiers or PINs (as applicable);
 - (d) are the result of the same transaction being incorrectly debited more than once to the same Card Fund; or
 - (e) are made using an Identifier without a Card or PIN.
- 13.5. Where we can prove on the balance of probability that you have contributed to the losses caused by an Unauthorised Transaction:
 - (a) through your fraud; or
 - (b) by failing to comply with the Security Requirements,then you are liable for the actual losses which occur before we are notified of the loss, theft or misuse of your PIN or Card or a breach of the Security Requirements.

However, you will not be liable for any loss on any day, or in any period, exceeding any applicable transaction limit for that day or period and you will not be liable for loss in excess of the balance of the Card Fund available for transactions using the Card. If you leave your Card in an ATM, you will be liable for all losses arising from Unauthorised Transactions in relation to your Card as long as the ATM incorporates reasonable safety standards that lessen the risk of your Card being left in the ATM (e.g. ATMs that capture Cards that aren't removed or which require a user to swipe and then remove a Card before commencing the transaction).
- 13.6. You will be liable for losses resulting from Unauthorised Transactions where we can prove on the balance of probability that you have contributed to the losses through unreasonably delaying notification of the misuse, loss or theft of a Card or that the security of the relevant PIN has been breached. Your liability in this case is limited to losses occurring between the time that you became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen Card, but you will not be liable for any loss on any day, or in any period, exceeding any applicable transaction limit for that day or period and you will not be liable for loss in excess of the balance of the Card Fund available for transactions using the Card.
- 13.7. If it is unclear whether or not you contributed to the loss caused by an Unauthorised Transaction that required a PIN, the amount of your liability will be limited to the least of:
 - (a) AUD 150;
 - (b) The actual loss at the time we're notified of the misuse of the Card, loss or theft of the Card or of the breach of security of the relevant Security Codes (limited by the applicable daily or period transaction limits over the relevant timeframe); or
 - (c) the balance of the Card Fund available for transactions using the Card.

- 13.8. To dispute a fraudulent transaction(s) on your Card Fund, you must request, complete and return the “Fraudulent Transaction Dispute Form” to Card Services.
- 13.9. To dispute a non-fraudulent transaction(s) on your Card Fund, you must request, complete and return the “Non-Fraud Transaction Dispute Form” to Card Services.

14. Replacement Cards

- 14.1. If the Card is lost, stolen or damaged while you are in Australia or overseas, you can request a replacement by contacting Card Services. This is subject to the Card reissue fee outlined in the PDS.

15. Mobile wallet and mobile device Payments

- 15.1. Your VISA Prepaid Card can be used for payments to mobile wallets or mobile devices. You will need to accept additional terms and conditions before you can register for mobile payments. Refer to the Issuer’s Terms and Conditions for Apple Pay, Google Pay and Samsung Pay for details: <https://novatti.com/terms-and-conditions/>.

16. Changing the Terms and Conditions

- 16.1. At our discretion, we can amend these Terms and Conditions (including adding new fees, changes in fees or limitations and the services we offer) by giving you 30 days’ notice (see clause 21 below for details of how we will communicate with you). In accordance with clause 9, you can close the Card if such changes are not suitable for you.
- 16.2. We would not be in violation of these Terms and Conditions if we take the appropriate measures to make the necessary adjustments in order to restore or preserve the protection of the system or of the Card Fund immediately.

17. Your personal information (important information about your privacy)

- 17.1. By purchasing and using the VISA Prepaid Card, you agree to the collection, use and disclosure of your Personal Details under these Terms and Conditions by the Issuer and VISA Prepaid and their respective agents. We will not make the Card available to you if you do not agree to do so, and you can not purchase the Card.
- 17.2. You must notify us immediately of any change to your personal details (e.g. name or address) by contacting Card Services. By contacting us, other contact information can be updated. If you do not receive any note or communication that has been sent in compliance with the contact information you have given to us, we will not be liable.
- 17.3. When purchasing the Card or adding additional funds to the Card fund, you may be asked to submit details to the issuer and VISA Prepaid (including proof of identity).
- 17.4. In order to keep personal information safe and protect it under the Privacy Policy, the Issuer will take all appropriate precautions.
- 17.5. To facilitate the provision of Card Services and related services, to track compliance with these Terms and Conditions and for data analysis, anti-money laundering, crime detection, legal compliance and fraud prevention purposes, your Personal Details may be released by the Issuer or VISA Prepaid and their respective agents to third parties. In the event that we want to recover any money you owe under these Terms and Conditions, the Issuer and VISA Prepaid can also reveal personal details to collection agencies and lawyers.
- 17.6. In addition, you agree to the Issuer and VISA Prepaid using your Personal Details by purchasing or enabling a Card to notify you of product features, related items, promotions and customer surveys that we may perform from time to time. You can choose not to receive further updates by clicking on the link in the marketing material to unsubscribe or by contacting us.
- 17.7. Your Personal Information will be disclosed and processed outside Australia to overseas recipients including Europe for the purposes disclosed in these Terms and Conditions but all service providers are required to have adequate safeguards in place to protect your Personal Information to a standard comparable to privacy laws in Australia.
- 17.8. Your Personal Details can also be used by a court order or any company or person to whom we pass our rights and responsibilities under the arrangement between you and the Issuer regulated by these Terms and Conditions, where we are required or allowed to do so as a result of any government laws and regulations.

- 17.9. Personal information that is needed after the expiry of the Card or closure of your Card fund will continue to be maintained on the same terms as those set out above.
- 17.10. You are entitled to request any personal information we keep about you from the Issuer or VISA Prepaid to provide you with. Your application must be submitted in writing and you may be asked to provide proof confirming your identity. We will delete any incorrect information that comes to our attention or correct any errors in any of your personal information.
- 17.11. All telephone calls may be registered and/or tracked in order to help us deliver the services provided under these Terms and Conditions, in the interests of protection, and to help the Issuer and VISA Prepaid preserve and enhance their quality of service.
- 17.12. You accept that we can disclose any information relating to you to:
 - (a) any law enforcement, regulatory agency or court where necessary in Australia or elsewhere by any such law or regulation; and
 - (b) any individual we use to make payments in order to comply with any such law or regulation.

18. Our liability

We will not be liable to you for any loss due to:

- (a) any directions you provide are not sufficiently clear;
- (b) any failure by you to provide correct information;
- (c) any failure due to circumstances outside our reasonable control;
- (d) any industrial dispute;
- (e) any ATM refusing or unable to accept the Card;
- (f) the manner in which you are told of any failure to accept the Card;
- (g) any indirect, exceptional or consequential losses;
- (h) any violation by you of any legislation, including currency legislation, in the country in which the Card is issued or used; any conflict between you and the supplier of any products or services purchased with the Card;
- (i) taking any action needed by any law or regulation or court order of any government, federal or state; or
- (j) any action expressly excluded or prohibited elsewhere in these Terms and Conditions.

19. Anti-Money Laundering compliance

- 19.1. We are subject to the 2006 (Cth) Anti-Money Laundering and Counter-Terrorism Financing Act and related (AML/CTF Rules) laws and regulations. You must not put us in violation of the AML/CTF Laws knowingly.
- 19.2. We may delay, block or refuse to process any transaction without incurring liability:
 - (a) In order to manage anti-money laundering or counter-terrorism financing and economic and trade sanctions threats, or to comply with any laws or regulations in Australia or any other country, you must provide us with all the information we reasonably require. We can ask you to provide more information at any time in relation to your identity and/or source of funds.
 - (b) Where required by relevant law, for instance, if you appear to be a "proscribed person," you accept that we may be forced to block access to the Card and immediately refuse to process or complete any transaction or suspend or terminate our agreements with you. You accept that we are not responsible to you under these conditions.
 - (c) Where we have reasonable grounds to believe that any laws or regulations in any jurisdiction, including the AML/CTF Laws in Australia, may be in violation of enabling the transaction to occur;
 - (d) Where a transaction is suspected of involving any individual (natural, corporate or governmental) who is sanctioned or related, directly or indirectly, to any person who is sanctioned under economic and commercial sanctions or who has been designated or appointed by any government or independent authority as a person suspected in any way of participating (or potentially participating) in terrorism or in any activities connected with terrorism imposed by Australia, the United Nations, the European Union or any country; or

(e) Where we believe that, for the purposes of unlawful activity, the funds involved in the transaction could directly or indirectly be used.

19.3. If, for any of the above reasons, any transaction is delayed, blocked or refused, we are not responsible to you for, and you indemnify us against, any and all damages sustained by you or any other person as a result of the transaction being delayed, blocked or refused.

20. Communications

20.1. You accept that under or in accordance with these Terms and Conditions, we can send you written notices or other correspondence either:

- (a) by writing to you at your last known residential or postal address;
- (b) by sending it to you directly or leaving it at your last known residential or postal address;
- (c) by electronic correspondence to your last known email address or which you last sent us to give us notes and communications to you; or
- (d) by publishing a notice in a newspaper circulated nationally in Australia or posting it on the website if the notice or communication is not personal to you.

20.2. For the purposes of providing you with details relating to your VISA Prepaid Card:

- (a) we may notify you by electronic communication;
- (b) you are entitled to change your nominated email address or mobile number;
- (c) you have the right to cancel the Agreement to obtain the information electronically (a charge may apply for the provision of paper communications); and
- (d) if you request a paper copy of the information provided electronically within 6 months of the electronic communication being given, you will be provided with a paper copy.

20.3. If we provide you with a notice or other communication by email, the content of the notice or communication may be:

- (a) stated in the body of the email; or
- (b) included as an electronic document attached to the email.

20.4. If we send you a note or other communication:

- (a) you are taken to have received it by writing to you when it is sent in the ordinary course of the post; or
- (b) you are taken to have received it on the day of delivery by sending it to you directly or leaving it for you; or
- (c) electronically, you are taken to have received it on the day it is transmitted.

20.5. In addition to the ways set out in these Terms and Conditions, by using any form authorised or allowed by a law, we may provide you with a notice or other correspondence. If we are forced to use a specific method by a law, we will do so.

20.6. You accept that we may verify your identity for the purposes of telephone communications originating or received by us and for the purposes of electronic communications received by us by referring to some or all of the Security Details information on provided by us from time to time by visiting the App.

21. Third parties

21.1. The Issuer can pass its rights and obligations to any other individual or company pursuant to its agreement with you. If this occurs, all of the rights and responsibilities of the Issuer under the Agreement are assumed by the person or company to which this Agreement is transferred. From then on, the references to the Issuer in these Terms and Conditions shall be read as references to the person or organisation to whom the agreement has been transferred.

21.2. Nothing in these Terms and Conditions shall confer upon any third party, except in certain cases, any advantage or right to enforce any terms of the Agreement between you and the Issuer.

22. Governing law

22.1. These Terms and Conditions and the Agreement between you and the Issuer shall be regulated by the laws of Victoria, Australia and, according to those laws, any legal problems relating to the Terms and Conditions or to the Agreement shall be determined.

22.2. In order to hear and determine any disputes or legal issues relating to these Terms and Conditions or the arrangement between you and the Issuer, you apply to the non-exclusive jurisdiction of the courts of Victoria.

23. Force Majeure

23.1. Neither Party shall be responsible to the other Party for any delay in performance or non-performance due to causes beyond the reasonable control of such party (including, but not limited to, Acts of God, governmental mandates or laws and major currency devaluation). The affected party shall give the other party prompt written notice of the situation, stating the nature of the delay in performance or non-performance. Thereafter, such party shall take reasonable steps to comply with the terms and conditions as fully and promptly as reasonably possible.