

TRAVELEX MONEY CARD

PRODUCT DISCLOSURE STATEMENT AND TERMS AND CONDITIONS

About this Product Disclosure Statement

This Product Disclosure Statement ("PDS") has been prepared by Heritage Bank Limited, ABN 32 087 652 024, AFSL 240984 ("Issuer") and is a legal document containing important information with respect to, and Terms and Conditions applicable to, the Travelex Money Card.

Refer to page 38 for the Issuer's contact details.
The information in the PDS will assist you to:

- decide if this product meets your needs
- compare this product with similar products

Please read this PDS carefully before deciding to purchase this product, then keep it for future reference.

This PDS is dated 28th of October 2021.

Some important terms used in this PDS are defined in the Terms and Conditions, see clause 1.1 of the Terms and Conditions.

Updates relating to this PDS

Information in this PDS that is not materially adverse information is subject to change from time-to-time. You may access this updated information via the internet at **www.travelex.com.au**. Alternatively, you may request a paper copy of this information free of charge from Mastercard Prepaid by calling 1800 303 297. The information which the Issuer will make available by way of these updates is subject to change from time-to-time*.

*See clause 18 of the Terms and Conditions for more information about changes to the Terms and Conditions.

What is the Travelex Money Card?

This PDS relates to the Travelex Money Card, which is available for purchase via Travelex. The Travelex Money Card is a prepaid travel card that allows you to obtain local currency from millions of Mastercard ATMs around the world, and to pay directly for goods and services at millions of shops, restaurants, hotels and other locations that accept Mastercard worldwide. The Card can also be used online at merchants that accept Mastercard.

There are multiple Currencies[#] available on your Travelex Money Card which you can manage online 24/7 via 'My Account' on www.travelex.com.au.

You can purchase an additional Travelex Money Card at the time you purchase a Travelex Money Card. This means if you lose one of your Cards you can continue your trip without any inconvenience. You also have access to 24/7 Travelex Money Card Global Assistance, which among other things, can arrange for emergency funds (up to the available balance of your Card) to be sent to you.

This PDS only relates to the Travelex Money Card product sold via Travelex.

[#] The Currencies available in respect of Travelex Money Card may vary from time to time and not all Currencies may be available at all times. Before making a decision to acquire the Card, please check with the Travelex Store or on www.travelex.com.au for details of the available Currencies.

Distributor and Issuer of Product

Distributor – Mastercard Prepaid

Mastercard Prepaid Management Services Australia Pty Ltd ABN 47 145 452 044, AFSL 386 837 ("Mastercard Prepaid") distributes the product and supplies the processing services for the Card, including services and systems necessary to issue, and process all transactions on, the Card. In particular, Mastercard Prepaid is responsible for Card design, production, customer data, transaction processing and customer service. Mastercard Prepaid holds an Australian Financial Services Licence (no. 386 837) authorising it to deal in certain classes of financial products including the Travelex Money Card. Mastercard Prepaid is part of the Mastercard® Group.

Issuer – Heritage Bank Limited

The Issuer, Heritage Bank Limited ABN 32 087 652 024, AFSL 240984, is an authorised deposit-taking institution holding an authority to carry on banking business in Australia and issues the Travelex Money Card under an arrangement between it and Mastercard Prepaid.

By purchasing this product, you are entering into a contractual relationship with the Issuer, not with Mastercard Prepaid.

The Issuer holds an Australian Financial Services Licence (no. 240 984) authorising it to provide financial product advice for, and deal in, certain classes of financial products including the Travelex Money Card.

The Issuer has authorised Mastercard Prepaid to act as the Issuer's agent for the purpose of providing the distribution and processing services mentioned below.

Travelex Stores

The Travelex Money Card can be purchased and loaded with value at participating Travelex Stores in Australia and online at www.travelex.com.au. Cards purchased via Travelex may be topped up at participating Travelex Stores in Australia or online at www.travelex.com.au or via Bank Transfer or BPAY^{*}. Travelex is an agent of Mastercard Prepaid. Travelex is not authorised by the Issuer or Mastercard Prepaid to give advice about the Travelex Money Card. You should not rely on any advice given to you by Travelex in making decisions about the Travelex Money Card product. Other top up channels may also be made available to you from time to time, details of which will be published on www.travelex.com.au.

^{*} A person who resides in Australia and who has been identified using an Australian issued credit card/debit card or via Bank Transfer or BPAY from an Australian financial institution account. Non-resident visitors to Australia who have been identified using a foreign issued identification document (or persons who do not hold an Australian issued credit or debit card or an Australian financial institution account) may only purchase, reload and cash out the balance of a Travel Money Card at participating Travelex Stores in Australia.

Significant Features and Benefits of the Travelex Money Card

Note: This is a basic summary only. Please refer to the Terms and Conditions and the rest of this PDS for more information.

Convenience

Your Travelex Money Card is a convenient way for you to take multiple[#] different Currencies in spending money overseas, enabling you to easily manage your money while away from home. You can use it online or to pay directly for goods and services at Mastercard merchants or withdraw local currency from any ATM displaying the Mastercard Acceptance Mark. With the Travelex Money Card you do not need to worry about bank opening hours or lengthy queues, you can access your funds instantly, at any time of the day or night. The Travelex Money Card is for electronic use only and cannot be used for manual or offline transactions. Your Travelex Money Card also enables you to manage your Card online at **www.travelex.com.au** – from where you can conveniently access your Card information at any time, including your Card balances, allocate your funds across different Currencies, and check your transaction history. You can also use this website to locate the nearest Mastercard ATM.

[#] The Currencies available in respect of the Travelex Money Card may vary from time to time and not all Currencies may be available at all times. Before making a decision to acquire the Card, please check with the Travelex Store or on **www.travelex.com.au** for details of the available Currencies.

Safety and Security

For additional security, your Travelex Money Card is chip and PIN protected and has a signature panel on the reverse. If your Travelex Money Card is lost or stolen, you have forgotten your PIN, or otherwise think your PIN's security has been breached, you can call our 24-hour Global Emergency Assistance helpline for immediate assistance. You should call the appropriate number listed at **www.travelex.com.au** or as set out on the back of your Card.

When available, your Card will be automatically registered for the Mastercard Identity Check service, which is a service designed to protect you from fraud. It will give you extra protection when you are shopping online using your Card. When purchasing goods online using the Card, it will assess the transaction that's taking place. Mastercard Identity Check will either authorise the transaction automatically or you might be asked to enter additional information for example the 6 digit SMS password sent to your registered mobile phone number or some personal and Card information. Please ensure we have your correct mobile phone number to receive relevant password information.

Easy to Budget

A Travelex Money Card enables you to load both foreign currencies and Australian Dollars onto the one Card. This means you can exchange your Australian Dollars into one or more currencies you require before you travel. When travelling you then know exactly how much you have to spend in the relevant currency.

As your Travelex Money Card is prepaid, you know exactly how much you are spending when you are away from home. If you

want to use your Card again, you can load more funds onto it for your next trip. If you have money left on your Travelex Money Card at the end of your travels, you can obtain a refund of your remaining balance* (an administration fee will apply – please see Fees and Limits Table).

* A person who resides in Australia and who has been identified using an Australian issued credit card/debit card or via Bank Transfer or BPAY from an Australian financial institution account. Non-resident visitors to Australia who have been identified using a foreign issued identification document (or persons who do not hold an Australian issued credit or debit card or an Australian financial institution account) may only purchase, reload and cash out the balance of a Travel Money Card at participating Travelex Stores in Australia.

Top ups

Your Travelex Money Card can be topped up as many times as you want during the life of the Card within the applicable limits, so you can keep your Card for the next time you travel*.

We are constantly looking to provide new top up options and more convenient ways of topping up. Please check online at **www.travelex.com.au** for details of any additional top up methods made available from time-to-time.

Travelex Money Cards purchased via Travelex can be topped up in store at a participating Travelex Store in Australia, online via **www.travelex.com.au**, or via the **Travelex Money app**. If you are travelling and running short of money, you can also load additional funds onto your Card by using Bank Transfer or BPAY[®] as detailed below.

* A person who resides in Australia and who has been identified using an Australian issued credit card/debit card or via Bank Transfer or BPAY from an Australian financial institution account. Non-resident visitors to Australia who have been identified using a foreign issued identification document (or persons who do not hold an Australian issued credit or debit card or an Australian financial institution account) may only purchase, reload and cash out the balance of a Travel Money Card at participating Travelex Stores in Australia.

For BPAY[®] Top ups:

Billers code: 184416

Reference no: Your 16-digit Travelex Money Card number BPAY[®] Top ups will generally take two business days to be processed however may take longer if the payment is not made before 2pm on a business day Australian Eastern Standard Time.

For Bank Transfer Top ups:

BSB: 880-117

Account Number: 9 digit account number to be retrieved from 'Card settings' within My Account at **www.travelex.com.au**

Account Name: 'Your Name'

Description: the unique reference number provided to you after completing your load transaction instruction at **www.travelex.com.au**

Go to your internet banking website and choose to make payment to another bank account using the details above. This may be referred to as a 'Funds Transfer' or 'Pay Anyone' or similar term.

Bank Transfer Top ups will generally take one business day to be processed, however may take longer if the payment is not made before 2pm on a business day Australian Eastern Standard Time.

Please note that the Bank Transfer Top up account number that we provide to you does not constitute a deposit account and is provided solely for the purpose of enabling you to load funds onto your Card. In particular you are unable to use the BSB and account details to make any other payments, including but not limited to direct debit payments.

Bank Transfer and BPAY® Top ups that have not been booked via www.travelex.com.au will be allocated to your current default top up Currency. The default top up Currency will initially be AU\$, however you can change your default top up Currency online via My Account at www.travelex.com.au.

Please note that you can only have one default top up Currency at a time. If you send a Bank Transfer Load or BPAY® Top up and then change your default top up Currency before we receive your Bank Transfer or BPAY® payment we will apply your top up to the Currency that is set as your default top up Currency at the time we process your top up. If a Bank Transfer or BPAY top up is booked online via www.travelex.com.au, the exchange rate that will apply to the transaction can be locked in for 4 hours at the time of booking. Otherwise, the exchange rate that will apply to the transaction will be the prevailing rate set and determined by Mastercard Prepaid at the time the top up is processed.

Where to buy your Travelex Money Card and Contact Details

The Travelex Money Card is distributed by Mastercard Prepaid through participating Travelex Stores and via www.travelex.com.au

If you have any questions or need more information, please contact Mastercard Prepaid on 1800 303 297, or refer to the website www.travelex.com.au. If your Card is lost or stolen, or you require emergency assistance, please call the appropriate numbers listed at www.travelex.com.au or displayed on the back of your Card.

For general enquiries concerning your Travelex Money Card, you can contact Mastercard Prepaid by post at the following address:

Mastercard Prepaid Management Services Australia Pty Ltd
72 Christie Street, St Leonards, NSW 2065.
Or contact Mastercard Prepaid by phone on 1800 303 297.

Significant Risks associated with the Travelex Money Card

Security: It is important that you safeguard your Card details, your PIN and any other passwords, equipment or software required for your operation of your Travelex Money Card. If you do not, then you may be liable for unauthorized transactions and other amounts as explained further in the Terms and Conditions. You may also have other liabilities, and our liability may be limited, as described in the Terms and Conditions.

There is a risk of unauthorised or mistaken transactions being made through the Travelex Money Card.

In certain circumstances, the Issuer's liability in respect of unauthorised or mistaken transactions is limited, meaning that you may still be liable for the transaction.

In some circumstances the Issuer may not be liable for losses caused by equipment or system failure (including consequential losses), meaning that you may still be liable for the transaction and consequential losses.

The amount that may be withdrawn using a Travelex Money Card may be limited by the ATM operator or merchant. In some cases, the way in which a point of sale transaction is processed will depend upon the functionality of the equipment used.

Foreign exchange fluctuations: When a Travelex Money Card is loaded, it can be loaded with multiple pre-determined Currencies#

The Currencies available in respect of the Travelex Money Card may vary from time to time and not all Currencies may be available at all times. Before making a decision to acquire the Card, please check with the Travelex Store or on www.travelex.com.au for details of the available Currencies.

When a Cardholder loads and/or allocates funds across multiple currencies, the Cardholder is exposed to, and takes the risk of, foreign exchange fluctuations across these various currencies. For instance, if a Cardholder loads their Card in US\$ currency (at the prevailing rate on the day – see clause 10 of the Terms and Conditions), then over time, the Australian dollar equivalent of this US\$ currency may be less than, or more than, the original Australian dollar amount.

Service availability: In some circumstances, there is a risk that ATM or point of sale services may not be available for a period of time. The Issuer and Mastercard Prepaid are dependent upon the reliability and operational processes of technology and communications providers, with respect to computer and telecommunications networks. While all parties seek to achieve 100% availability, process and service disruptions may occur periodically.

Multiple Currencies – Order Of Priority

As the Card is a multi-currency Card it is set up so that you can fully utilise your entire balance to fund a transaction. This means that where you do not have funds available on the Card in the Currency of the transaction, either because it is not one of the available Currencies on the Card, or because you do not have a sufficient balance in the relevant Currency, the Card will use your available Currency balances in the default order of priority. The default order of priority is 1. AU\$, 2. US\$, 3. EU€, 4. GB£, 5. NZ\$, 6. TH฿, 7. CA\$, 8. HK\$, 9. JP¥, 10. SG\$. This means that the Card will first take funds from the relevant Currency balance, i.e. if the transaction in question is in US\$ the Card will first look to see if you have a sufficient US\$ balance and, if not, will then work its way through the balances in the above order until the transaction amount is able to be satisfied. In this case a Currency Conversion Fee will apply each time a Currency used to fund all, or part of the transaction is different to the transaction currency. Please see the Fees

and Limits Table following for an explanation of what foreign exchange fees apply in these scenarios.

Fees & Limits Table

The following fees and limits apply. Fees and limits are subject to variation in accordance with the Terms and Conditions. Unless otherwise specified, all fees will be debited in AU\$ Currency. If there are insufficient funds in AU\$ Currency to pay such fees, then we will automatically deduct funds from other Currencies in the following order of priority: AU\$, US\$, EU€, GBE, NZ\$, TH฿, CA\$, HK\$, JP¥, SG\$.

Fees	
<p>Initial Card fee and Travelex top up fee</p> <ul style="list-style-type: none"> Charged at the time of purchase / Travelex top up. <p>This fee is set and charged by the agent from which you purchased the Card</p>	<p>For loads into AUD: The greater of 1.1% of the initial load / top up amount or AU\$15.00.</p> <p>For example, for an agent charging a 1.1% initial load fee, if you purchase a Travelex Money Card and load AU\$1,000, you would be charged.</p> <p>(AU\$1000 x 1.1% = AU\$11) unless a minimum fee of AU\$15 applies.</p> <p>For Loads and Top Ups into all other currencies: FREE</p>
Replacement Card fee	FREE
BPAY® and Bank Transfer Top up fee (when transaction is booked via www.travelex.com.au)	FREE
BPAY® Reload fee (when transaction is not booked via www.travelex.com.au)	<p>1% of the top up amount.</p> <p>For example, a reload of AU\$500 attracts a fee of 1% (AU\$500 x 1% = AU\$5) which will be deducted from your reload. The amount of your reload will therefore be AU\$495.</p>
Additional Card fee	AU\$5.00
International ATM withdrawal and EFTPOS fee (outside Australia)	<p>FREE*</p> <p>*Some ATM operators may charge their own fee or set their own limits.</p>
Domestic ATM withdrawal and EFTPOS fee - when you use your Card to make a Withdrawal or purchase in Australia and you have AU\$ Currency on your Card	<p>FREE*</p> <p>*Some ATM operators may charge their own fees or set their own limits</p>
Cash over the counter fee (where cash is obtained over the counter)	FREE
Monthly inactivity fee	AU\$4.00 per month
<ul style="list-style-type: none"> Charged at the start of each month if you have not made any transactions on the Card in the previous 12 months. Unless your Card is used again, or reloaded, this fee applies each month until the Card is closed or the remaining Card balance is less than the inactivity fee. 	

24/7 Global Emergency Assistance	FREE
<p>Closure/withdrawal fee</p> <ul style="list-style-type: none"> Charged when you close your Card or withdraw from your Card Fund. This fee is set and charged by Mastercard Prepaid. 	AU\$10.00
<p>Currency to Currency foreign exchange rate</p> <ul style="list-style-type: none"> This is applied when you move your funds from one Currency to another Currency. 	<p>At the then applicable retail foreign exchange rate determined by us.</p> <p>We will notify you of the rate that will apply at the time you allocate your funds from one Currency to another.</p>
<p>Currency Conversion Fee</p> <ul style="list-style-type: none"> Applied when a purchase or ATM withdrawal is conducted in a currency either not loaded or sufficient to complete the transaction and the cost is allocated against the currency/ies used to fund the transaction. 	<p>FREE*</p> <p>*The Spend Rate will apply to foreign exchange transactions in accordance with the Terms and Conditions.</p>

Limits	
Maximum number of Cards you may hold in your name at any one time (not including the linked Additional Card provided to you if required at the time of purchase)	One
Minimum amount you can load/top up on your Card per load/top up	AU\$100 or currency equivalent
Maximum amount you can load/top up on your Card per load/top up	AU\$100,000 or currency equivalent
Maximum Bank Transfer or BPAY® top up amount per day	AU\$25,000
Maximum balance allowed across all currencies during any 12-month period	AU\$100,000
Cash over the counter limit in any 24-hour period	AU\$350
Maximum you can withdraw from ATMs in any 24-hour period (some ATM operators may set their own withdrawal limits which may be lower than this limit)	AU\$3,000 or currency equivalent
Maximum value of EFTPOS transactions during any 24-hour period	AU\$15,000 or currency equivalent
Maximum balance allowed at any one time across all currencies	AU\$100,000

Other Important Information

Please read the following information about your Travelex Money Card carefully:

- Your Travelex Money Card does not generate any interest or any other similar return. You do not earn interest on the amount standing to the credit of the Travelex Money Card Fund accessed by the Card.
- Although the issuer of the Card is an authorised deposit-taking institution in Australia, the Card is not a deposit account with the Issuer.

The Target Market Determination for this product can be located at www.heritage.com.au/TMD

Important Information about Fees & Limits for loads/top ups made online:

- If you are making a purchase or topping up the Card online via www.travelex.com.au
 - (i) the initial load and top up fee may differ to (but not be greater than) those contained in the "Fees and Limits Table" of this Product Disclosure Statement; and
 - (ii) the limits may differ to those contained in the "Fees and Limits Table" of this Product Disclosure Statement. Travelex may also charge a card surcharge if you pay with a credit or debit card. Please refer to the relevant online terms and conditions available at www.travelex.com.au for details of the applicable fees and limits
- AU\$ cannot be loaded or topped up onto a Card online via www.travelex.com.au
- A non-resident visitor to Australia who has been identified using a foreign issued identification document (or a person who does not hold an Australian issued credit or debit card or an Australian financial institution account) will be unable to load or top up a Card online via www.travelex.com.au and will need to attend a Travelex Store to load/top up your card. If you do not reside in Australia and you purchased the Travel Money Card at a Travelex Store in Australia, you should seek a refund of any remaining balance at a Travelex Store prior to leaving Australia.

Privacy Statement

Mastercard Prepaid, the Issuer and the Travelex Store (in this Privacy Statement referred to as "we, us, our"), collect your personal information so that we can establish and administer the Card facility provided to you. We may also use your personal information to tell you about products and services offered by us or our affiliate companies, to notify you of promotions and to conduct customer satisfaction surveys to improve our products and services.

To aid us in the provision of the services provided under the Terms and Conditions, in the interests of security, and to help us maintain and to improve our level of service, all telephone calls may be recorded and/or monitored.

The Issuer is also required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 to collect personal information to identify you and verify your identity.

Without your information we cannot make the Card facility available to you and you should not purchase the Card.

If you provide us with personal information about someone else, you should ensure that you are authorised to do so and agree to inform that person of the contents of this notice.

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 with other parties for anti-money laundering and counter-terrorism financing purposes and for the prevention of crime, legal compliance and detection of fraud. We may also exchange personal information with collection agencies and lawyers in the event that we seek to recover any money that you owe under the Terms and Conditions.

We also disclose your personal information overseas to countries including United Kingdom, United States of America, and countries outside of Australia.

By purchasing the Card facility, you consent to us collecting, using, and disclosing your personal information under these Terms and Conditions in the manner described above.

You must notify us immediately of any change to your address and other contact details by accessing 'My Account' (via www.travelex.com.au) and typing the relevant changes yourself or by contacting Mastercard Prepaid. You should also contact Mastercard Prepaid if you change your name.

We will not be responsible if you do not receive any notice or correspondence that has been sent in accordance with the contact details you have provided to us.

Our Privacy Policies set out how you can access and correct information we hold about you, how you can complain about a breach by us of your privacy rights and how your complaint will be handled. Our Privacy Policies are available at:

Issuer: www.heritage.com.au
General Privacy Policy: www.travelex.com.au

You may contact Mastercard Prepaid's privacy officer in relation to your personal information on 1800 303 297 or by mail at the address below.

You can opt-out of receiving Travelex Money Card emails by either clicking the "unsubscribe link" in any marketing emails you receive.

Queries

You should initially address any query relating to your Travelex Money Card to Mastercard Prepaid by calling the appropriate phone number listed on the back of your Card. In no circumstances should you direct any queries to Mastercard®.

Complaints

If you have a complaint, you can contact Mastercard Prepaid by:

- **phone** – call the appropriate phone number listed at www.travelex.com.au or on the back of your Card
- **mail** – write to:
Mastercard Prepaid Management Services Australia Pty Ltd,
72 Christie Street, St Leonards, NSW 2065
Attention: Dispute Resolution
- **email** – write to:
prepaidmgmt_globalcomplaints@Mastercard.com

We will handle all complaints according to our internal dispute resolution procedure (and the ePayments Code, where the complaint relates to a transaction covered by the ePayments Code).

We will acknowledge your complaint promptly, either verbally or in writing, and do our best to resolve it straight away. If we can't resolve your complaint within 5 business days, we will provide you with a written response providing the final outcome no later than 30 days. We aim to resolve all complaints within 21 days. However in some cases it may take up to 30 days. Your complaint may take a little longer to assess if we need more information or if your complaint is complex. In all cases, we'll keep you updated on the progress. You can ask for information about how we manage complaints in alternative formats and languages upon request by calling 1800 098 231. If you have a hearing or speech impairment, you can access additional support through the National Relay Service on 1300 555 727. If you are not satisfied with our response, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA).

AFCA provides free and independent financial services complaint resolution and can be contacted on

Website: www.afca.org.au
Email: info@afca.org.au
Phone: 1800 931 678 (free call)
Mail: GPO Box 3, Melbourne VIC 3001.

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

To contact the Issuer, Heritage Bank Limited, about your complaint:

Phone: Australia: 1800 797 799 (free call)
Overseas: +61 7 4690 9000
Website: www.heritage.com.au
Email: complaints@heritage.com.au
Mail: Heritage Bank Limited, Reply Paid 190,
Toowoomba QLD 4350

THE BETTER WAY TO MANAGE TRAVEL MONEY

Travelex Money cards can be used anywhere Mastercard® is accepted worldwide. In some countries restrictions may apply.

TRAVELEX MONEY CARD

Travelex Money Card Global Emergency Assistance

Emergency Cash Disbursement

Fulfillment locations:

- Money gram Agents.
- Western Union Agents.
- Mastercard Prepaid approved agents.

You may receive emergency cash (up to the available balance on your Card) following the loss or theft of your Card(s), within limits set by us from time-to-time, where applicable.

Once a Customer Service Representative has established that you have sufficient means of payment (generally by means of funds available on your Card), Mastercard Prepaid will arrange for emergency cash to be made available to you via a convenient Mastercard Prepaid authorised location. You will be advised of the relevant address details, telephone number and opening hours of the emergency cash pick up location as required.

Fulfillment: Twenty minutes for major destinations and within twenty-four hours elsewhere.

Charges: None.

Service Response

Each request for any service is dealt with according to your individual requirements or circumstances and normally our customer services representatives will be able to deal with any requests within 15 minutes although for the Interpretation Service this may be up to 30 minutes depending on the language required. Disclaimer: While every effort will be made to ensure that all the information services provide correct information, Mastercard Prepaid is reliant on many information sources some of which are outside our control and Mastercard Prepaid cannot be held liable for the accuracy of these. Please also refer to clause 12 of the Terms and Conditions contained in this PDS.

1. Understanding these Terms and Conditions:

1.1 In these Terms and Conditions:

Activate and Activation refers to the activation of the Card to enable you to use the Card or Additional Card.

Additional Card means an additional "Travelex Money Card" (or any replacement) which accesses the Card Fund.

ATM means an automated teller machine.

AU\$ means the lawful currency of Australia.

Bank Transfer Load means Online loading or topping up of funds onto the Card directly from your internet banking facility using the BSB and Account details set out on Page 5 of this PDS.

BPAY® means the "BPAY" electronic payments service through which you can add additional funds to the Travelex Money Card Fund.

BPAY® Top up means loading additional funds onto the Card post sale through the BPAY® service.

CA\$ means the lawful currency of Canada.

Card means the "Travelex Money Card" with ATM access and EFTPOS functionality stated in the user guide accompanying this PDS incorporating these Terms and Conditions and supplied to you. References to the Card include (where consistent with the context) any Additional Card, the Card details, Security Details and PIN.

Card Services means any services provided by us (or by service providers on the Issuer's or Mastercard Prepaid's behalf) in connection with the Card or an Additional Card. It includes Mastercard Prepaid's interactive voice response system (available in English) and call centre accessible using the Security Details, available 24 hours a day on the telephone number or numbers provided from time-to-time.

Card Fund means the aggregate of all Currency records maintained by the Issuer (or by service providers on the Issuer's behalf) of the funds loaded onto your Card, in each Currency and available for transactions using the Card in that Currency.

Currency means, subject always to clause 3.1 below, any one or more of AU\$, CA\$, EU€, GBE, HK\$, JP¥, NZ\$, SG\$, TH฿, US\$ and any additional currency that we may make available in connection with the Card from time to time.

Currency Conversion Fee has the meaning set out in the Fees and Limits section of the user guide accompanying this PDS.

ePayments Code means the ePayments Code issued by the Australian Securities and Investments Commission in September 2011 (as amended from time to time) which regulates consumer electronic payments.

EFTPOS means Electronic Funds Transfer at Point of Sale.

EU€ means the lawful currency of Eurozone.

Fees and Limits Table means the fees and limits table set out on pages 7, 8 and 9 of this PDS.

GB£ means the lawful currency of Great Britain.

Global Emergency Assistance means those services set out at page 13 of this PDS.

GST means any form of goods and service tax or other value added tax and, without limitation, includes GST as defined in the A New Tax System (Goods and Service Tax) Act 1999 (Cth).

HK\$ means the lawful currency of Hong Kong.

Identifier means information that you know but are not required to keep secret and which you must provide to perform a transaction (for example, a card number).

Issuer means Heritage Bank Limited ABN 32 087 652 024 AFSL 240984, which is the issuer of the Card.

JP¥ means the lawful currency of Japan.

Mastercard Prepaid means Mastercard Prepaid Management Services Australia Pty Ltd ABN 47 145 452 044.

My Account means the internet site at www.travelex.com.au which gives access to information about the Card Fund using the Security Details (or any other internet site we notify to you in replacement).

Negative Balance occurs in certain circumstances when your Card Fund is overdrawn. (For certain EFTPOS transactions, merchants are allowed to process low value transactions without authorising the transaction through Mastercard®. For example, if you had AU\$30 remaining on your Card but made an AU\$50 transaction at a merchant who didn't authorise the transaction, you would have an AU\$20 Negative Balance. You are liable for any Negative Balance).

NZ\$ means the lawful currency of New Zealand.

Online means electronic loading and top up methods for Cards and includes, but is not limited to bank transfer and BPAY®. Mastercard Prepaid may make other forms of loading and topping up available from time-to-time and these methods will be published at www.travelex.com.au.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about you when your identity is apparent or can reasonably be ascertained from the information or opinion.

PIN means the personal identification number used to access the Card Services.

PDS means Product Disclosure Statement.

Security Details means the information given by you when applying for the Card (or for an Additional Card) or during Activation, for the purposes of verifying your identity, or any changes made to this information.

Security Requirements means the Security Requirements at clause 13 "Card Security".

Spend Rate means the individual foreign exchange rate set and determined by Mastercard Prepaid applicable to foreign exchange transactions and which can be obtained at www.travelex.com.au. The circumstances when Spend Rate applies are set out at clauses 10.1(c), 10.1(d) and 10.1(f). Each currency has a different rate that varies.

SG\$ means the lawful currency of Singapore.

TH฿ means the lawful currency of Thailand.

Travelex means Travelex Limited ACN 004179953.

Travelex Store means any branch of Travelex in Australia which participates in the Travelex Money Card programme from time-to-time by distributing Cards or accepting loads/top ups.

Unauthorised Transaction means a transaction not authorised by you but does not include any transaction carried out by you or by anyone performing the transaction with your knowledge and consent.

US\$ means the lawful currency of United States of America.

we, us, our means the Issuer and, except where the context indicates a different intention, also includes any agent acting on behalf of the Issuer.

you, your means the purchaser of the Card.

- 1.2 All amounts of money specified in these Terms and Conditions are in Australian dollars (unless otherwise specified).
- 1.3 References to days, times, or periods of time in these Terms and Conditions are reckoned according to Australian Eastern Standard Time.

2. Introduction

- 2.1 These Terms and Conditions govern the use of the Card and any Additional Card.
- 2.2 You agree to these Terms and Conditions by any of the following actions: signing the back of a Card; using a Card; authorising an Additional Card to be issued or activating a Card (but these are not the only ways that you can be taken to have agreed to be bound by these Terms and Conditions).
- 2.3 The Issuer is a subscriber to the ePayments Code and warrants that it will comply with the ePayments Code in its dealings with you relating to the Card and the Travelex MoneyCard Fund.

3. Issuing of Cards

- 3.1 The Currencies available in respect of the Card may vary from time to time. Before you make a decision to acquire the Card, please check with the Travelex Store or on www.travelex.com.au for details of the available

Currencies. If we introduce a new Currency and you choose to allocate funds to that new Currency, you will be deemed to have acknowledged and agreed that, unless otherwise notified to you, these Terms and Conditions apply to such new Currency.

- 3.2 Subject to clause 5.8, you are responsible for determining the amount held for each Currency and for ensuring you have sufficient funds for all transactions in the relevant Currency. Subject to certain limits and subject to a fee (refer to the Fees and Limits Table), you may allocate your funds across different Currencies via www.travelex.com.au and/or by such add additional methods as we may make available to you from time to time. If you experience any difficulties in allocating amounts via www.travelex.com.au then you may be able to allocate amounts via a Travelex Store or by telephone through Card Services.
- 3.3 You should memorise the PIN to prevent unauthorised use of the Card. You must also follow the rules on Card security (See clause 13 below).
- 3.4 The Card (and any Additional Card) is the Issuer's property. The Issuer may suspend use of the Card (and any Additional Card) and/ or ask that you return the Card (and any Additional Card) if the Issuer believes there is a good reason to do so (See clause 17.2 below). You must ensure that the Card (and any Travelex Money Card) is promptly returned to the Issuer if it asks you to do so.
- 3.5 The Card is not a credit card and, subject to the Travelex Money Card Fund becoming overdrawn, all use is limited to the amount pre-loaded and standing to the credit of the Travelex Money Card Fund and any other limits referred to in these Terms and Conditions.
- 3.6 There is no interest payable to you on the credit balance of the Travelex Money Card Fund.
- 3.7 Amounts can be added to the Travelex Money Card Fund only as specifically provided in these Terms and Conditions.
- 3.8 The Travelex Money Card Fund does not amount to a deposit with the Issuer and the amount standing to the credit of the Travelex Money Card Fund does not count as an amount or deposit for any purpose, other than as described in these Terms and Conditions.
- 3.9 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 drivers licence and/ or passport holders of countries or by reference to types of identification at our sole discretion if we believe this is necessary for know your customer or due diligence purposes.

- 3.10 In certain circumstances we may also ask you to provide us with additional details, including but not limited to your source of funds. We may ask you to provide additional information in relation to your identity and/or source of funds at any time during the life of this Agreement.
- 3.11 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.
- 3.12 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.

4. Activation and expiry

- 4.1 The Card and any Additional Card is activated and ready to use within two (2) business hours of purchase unless such other period is notified by the Travelex Store at the time of purchase.
- 4.2 The expiry date is printed on the front of the Card.
- 4.3 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 (refer to Fees and Limits Table and see clause 11 below).

5. Use of the Card

- 5.1 The Card (and any Additional Card) may, subject to any applicable fee, be used to withdraw cash from an ATM displaying the Mastercard®, Maestro® or Cirrus® Acceptance Mark and / or to pay for goods and services at merchants, or online, who accept Mastercard® cards electronically. Please note that the Card is for electronic use only and cannot be used for manual or offline transactions. In addition, the Card must not be used for any unlawful activity. You agree to never give your Card, Additional Card or PIN to another person.
- 5.2 You may also be able to obtain cash over the counter through a financial institution, such as banks or bureaux de change, subject to a fee. Please see the Fees and Limits Table for details.
- 5.3 When a Card is used to purchase fuel at an automated fuel pump the Card Fund must have a minimum credit of AU\$80 (or foreign currency equivalent). In addition, to make a telephone call there must be a minimum of AU\$11 (or foreign currency equivalent). If you spend less than these minimum amounts any unused balance may be temporarily unavailable.
- 5.4 When a Card is used at bars or restaurants an additional percentage (usually, but not necessarily, 20%) may be automatically added as an anticipated service charge

or tip and debited to the Card Fund. If your actual service charge or tip is less, any unused balance may be temporarily unavailable.

- 5.5 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.
- 5.6 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.
- 5.7 Subject to the application of clauses 5.8 and 10.4, the applicable Currency balance (and therefore the total Card Fund) will be debited with the amount of each cash withdrawal or transaction and any fee and these debits will reduce the balance of the applicable Currency (and therefore, the total Card Fund). Each transaction will require authorisation or validation before completion.
- 5.8 If there are insufficient funds in a particular Currency to pay for a transaction, the balance of the transaction will be automatically processed using other Currencies in the following order of priority: AU\$, US\$, EU€, GB£, NZ\$, THB, CA\$, HK\$, JP¥, SG\$. If following the use of the available balances of all Currencies there are still insufficient funds to pay for a transaction, the Card may be declined, or the retailer may allow you to pay the balance by some other means. If we add any new currencies to the Currencies available to you in connection with the Card, then we will notify you of the new order of priority for the purposes of this clause 5.8 either directly or through 'My Account' and/or www.travelex.com.au.
- 5.9 You agree to accept a credit to your Card in the applicable Currency if you are entitled to a refund or other credit for any reason for goods or services purchased using the Card.
- 5.10 A transaction or payment cannot be stopped once you authorise the use of the Card (or Additional Card). by the Issuer or Mastercard Prepaid and the Issuer and Mastercard Prepaid are not responsible for ensuring that they will accept the Card.
- 5.12 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.
- 5.13 By successfully applying for and using the Card, you acknowledge and consent that we do not provide, and you will not receive paper statements. Electronic statements showing the Card's transactions and Travelex Money Card Fund balance are available.

- 5.14 If a person reports that a mistaken payment has been made from the person's account to your Card, you agree that:
- (a) we may inform that person's financial institution whether your Card has sufficient credit funds to cover the mistaken payment; and
 - (b) freeze those funds or debit those funds from your Card where we are required to do so under the ePayments Code.

5.15 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.

- 5.16 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.

6. Card limits

- 6.1 Most ATM operators limit the minimum and maximum amounts that can be obtained in a single transaction. These amounts may also be limited (in some countries) by regulatory controls.
- 6.2 Other limits are also applicable to the use of the Card (and any Additional Card), as set out in the Fees and Limits Table. See Pages 7, 8 and 9 of this PDS.

7. Additional Cards

- 7.1 One Additional Card maybe purchased for AU\$5 at the time you purchase the Card. You should never give your Additional Card or PIN to another person.
- 7.2 The Additional Card is used in the same way as the main Card and can be used to load/top up amounts to the Card Fund.
- 7.3 You can de-activate an Additional Card at any time by contacting Mastercard Prepaid via the numbers on the back of your Card or set out elsewhere in this document or as set out at www.travelex.com.au.

- 7.4 You will be responsible for any transactions made with any Additional Card and for ensuring that an Additional Card is used in accordance with these Terms and Conditions.
- 7.5 The Additional Card is provided to you for your use as a backup in the event the Card is lost or unable to be used. The Additional Card is for your use only and it and its security PIN should not be provided to anyone else.

8. Card Fund

- 8.1 Until the expiry of the Card you can add additional funds to each Currency through a Travelex Store (who will advise you of the acceptable methods of payment), if you reside in Australia - through Bank Transfer Loads, BPAY® from an Australian financial institution account or through other methods made available from time-to-time which are set out at www.travelex.com.au, subject to certain limits and subject to a fee (refer to the Fees and Limits Table). There may be a delay (usually no more than 1 business day for Bank Transfer Loads or 2 business days for BPAY® Top ups, provided the payment is made before 2pm Australian Eastern Standard Time) before funds added to the Card Fund via Online methods that are available for use. Bank Transfer Loads and BPAY® Top ups that have not been booked via www.travelex.com.au will be allocated to your current default top up Currency. The default top up Currency will initially be AU\$, however you can change your default top up Currency online via www.travelex.com.au. Please note that you can only have one default top up Currency at a time. If you send a Bank Transfer Load or BPAY® Top up and then change your default top up Currency before we receive your Bank Transfer Load or BPAY® payment we will apply your top up to the Currency that is set as your default reload Currency at the time we process your top up. If a Bank Transfer Load or BPAY top up is booked online via www.travelex.com.au, the exchange rate that will apply to the transaction can be locked in for 4 hours at the time of booking. Otherwise, the exchange rate that will apply to the transaction will be the prevailing rate set and determined by Mastercard Prepaid at the time the top up is processed. Via 'My Account' you are able to:
- (a) change some of your personal details;
 - (b) allocate your funds across different Currencies;
 - (c) check the balances;
 - (d) check your Card transactions; and
 - (e) reveal your Card PIN.
- 8.2 As best as you can, memorise your PIN. This is very important as you cannot change the PIN issued with your Cards. For security purposes, you should not keep your PIN written anywhere near your Cards. If you forget your PIN, you can obtain a PIN reminder by calling Mastercard Prepaid and answering the security questions you supplied on your application or by going to 'My Account' and following the prompts at www.travelex.com.au at any time.

- 8.3 You may also be able to make a balance enquiry at some ATMs although availability is dependent on the country and the ATM used. There may be a fee payable (to the ATM operator) for balance enquiries.
- 8.4 If an ATM displays a balance for the Travelex Money Card Fund, then this may be displayed in AU\$ or in a different currency, in which case the exchange rate applied may be different to ours and minor discrepancies can arise. An ATM will not display a balance for each Currency. An accurate balance for each Currency can be obtained through Mastercard Prepaid or through 'My Account' at www.travelex.com.au.
- 8.5 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 Mastercard Prepaid so neither the Issuer nor Mastercard Prepaid can guarantee that they will function at all times and the Issuer and Mastercard Prepaid accept no liability for unavailability or interruption or for the interception or loss of Personal Information or other data.
- 8.6 Statements will be issued to you periodically at 6 monthly intervals. You can ask Mastercard Prepaid for a paper statement to be posted to you outside the normal statement cycle although there may be a fee for this. You should carefully check all statements for any discrepancies and notify Mastercard Prepaid immediately if you believe there is any discrepancy in any statement.
- 8.7 The Card Fund can only be used if it is in credit. If a particular Currency becomes overdrawn, and 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 by deducting funds held in another Currency. When we convert the Negative Balance into the relevant Currency, we will use the same rate that we use for Currency to Currency allocations on the given day we process the transaction. If notwithstanding any such deduction a Negative Balance remains, the resulting debit balance immediately becomes a debt payable by you to the Issuer. A Negative Balance Fee may also be payable if a particular Currency and/or the Card Fund becomes overdrawn (see Fees and Limits Table). If the Travelex Money Card Fund does become overdrawn, every attempt should be made, by you to stop subsequent transactions.
- 8.8 If we notice an error in the Card Fund that is our fault, we will correct it within 5 business days of becoming aware of the error.
- 8.9 If you notice any error in any transaction in the Card Fund, then you must notify Mastercard Prepaid immediately and in any event within 30 business days of the transaction in question. Mastercard Prepaid or the Issuer may request you to provide additional written information concerning any error and you must comply with that request.
- 8.10 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.
- 8.11 If we or Travelex Store discover an error in the amount and/ or Currency of any funds that have been loaded or topped up onto a Card for any reason, Travelex Store is 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.
- ## 9. Fees
- 9.1 You agree to pay and authorise us to debit the Card Fund for the fees set out in the Fees and Limits Table. These fees may be debited from the Card Fund as soon as they are incurred. Unless otherwise specified, all fees will be debited in AU\$ Currency. If there are insufficient funds in AU\$ Currency to pay such fees, then we will automatically deduct funds from other Currencies in the following order of priority: AU\$, US\$, EU€, GB£, NZ\$, THB, CA\$, HK\$, JP¥, SG\$. Any such deduction of funds may be subject to a fee (refer to the Fees and Limits Table). If we make additional currencies available to you in connection with the Card, then we will notify you of the new order of priority for the purposes of this clause 9.1 either directly or through 'My Account' and/or www.travelex.au.
- 9.2 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.
- 9.3 If there is no credit balance on the Card Fund following the debit of any monthly inactivity fee (refer to the Fees and Limits Table, if the balance is less than the fee we will waive the difference) and the Card has expired, we will automatically close the Card Fund.
- 9.4 If any amount payable under this PDS represents consideration for a taxable supply, then those amounts shall be taken to be inclusive of GST.
- ## 10 Foreign currency transactions
- 10.1 There are seven instances where a foreign exchange rate will apply:
- Initial load or in-branch top up where you allocate funds in a foreign Currency (i.e. in a currency other than AU\$);
 - Bank Transfer Loads, BPAY® Top ups, or Online top ups where you allocate funds in a foreign Currency (i.e. in a currency other than AU\$);

- (c) Point of sale transactions where the transaction is in a currency that is not one of the Currencies available on the Card (including any transaction where we deduct funds under clause 5.8 above due to insufficient funds);
 - (d) ATM withdrawals where the local currency is not one of the Currencies available on the Card, or where there is an insufficient available balance in the relevant Currency;
 - (e) Where you allocate funds from one Currency to a different Currency;
 - (f) Where we allocate funds from one Currency to a different Currency in accordance with these Terms and Conditions; and
 - (g) Where you close a Card, or request repayment of the balance of a Card under clause 11.2 below, that has funds in a foreign Currency (i.e. in a currency other than AU\$). The method for calculating the foreign exchange rate for each.
- 10.2 The foreign exchange rate used for initial loads and in branch top ups varies by Travelex Store. You can ask the Travelex Store for the exchange rate beforehand. Foreign exchange rates are subject to variation and the rate that applies one day will not necessarily be the same on any other day.
- 10.3 The foreign exchange rates used for Bank Transfer Loads or BPAY® Top ups are set and determined by Mastercard Prepaid and vary each day. You can obtain this exchange rate by contacting Mastercard Prepaid. If a Bank Transfer Load or BPAY Top up is booked online via www.travelex.com.au, the exchange rate that will apply to the transaction can be locked in for 4 hours at the time of booking. Otherwise, the exchange rate that will apply to the transaction will be the prevailing rate set and determined by Mastercard Prepaid at the time the top up is processed.
- 10.4 If an ATM withdrawal or point of sale transaction is made in a currency which is different to any of the available Currencies, or exceeds the relevant available Currency balance, on your Card, the amount will be funded by converting the transaction amount into the next available Currency balance on your Card in the following order of priority: AU\$, US\$, EU€, GB£, NZ\$, TH฿, CA\$, HK\$, JP¥ and SG\$. The foreign exchange rate used is the rate determined by Mastercard Prepaid and varies each day.
- 10.5 The foreign exchange rate used for allocating funds from one Currency to another Currency is set and determined by Mastercard Prepaid and varies each day.
- 10.6 Where you close a Card, or request repayment of the balance of a Card under clause 11.2 below, that has funds in a foreign Currency (i.e. in a currency other than AU\$), we will convert these funds into AU\$ Currency. The foreign exchange rate used for this is set and determined by Mastercard Prepaid and varies each day.

Examples

Example 1:

The following example is provided to assist you in understanding how the foreign exchange rate is set and applied when you load your Card by way of an Online Load. You are travelling to the United Kingdom and wish to activate the Card and load Great British Pounds (GBP).

- Following Card Activation, go online and request to load GBP 1,000 into your Card.
- You are quoted a foreign exchange rate of AUD 1.00 = GBP 0.6501 (GBP 1.00 = AUD 1.538). This is the rate set by Mastercard Prepaid.
- The corresponding Australian Dollar cost to you of AUD 1,538.20 is also provided.
- This rate and the corresponding cost to you to purchase GBP 1,000 are set when you confirm your purchase.
- You will then be obliged to settle AUD 1,538.20 using methods made available online from time to time.

Example 2:

The following example is provided to assist you in understanding how the foreign exchange rate is set and applied when you conduct a Bank Transfer load to your default Currency which is not set as Australian dollars.

- You initiate a Bank Transfer load by making a payment of AUD 2,000 using the reference set out in this PDS and your default Currency is set as United States Dollars.
- At the time the transaction is settled and funds are loaded onto the Card (which may take up to two or three Business Days) the relevant foreign exchange rate is AUD 1.00 = USD 0.6998 (USD 1.00 = AUD 1.4290). This rate has been set by Mastercard Prepaid.
- The corresponding USD amount at that rate is USD 1,399.60, which is loaded into your USD balance.

Example 3:

The following example is provided to assist you in understanding how the Spend Rate is applied when you conduct an ATM transaction in a currency that is different to the Currencies on the Card. Although the below describes an ATM transaction the same process will apply to POS transactions. You are travelling in Brazil and wish to withdraw Brazilian Real BRL 50.00 from an ATM (Funds from your AUD balance will be used first as per the default order of priority – see clause 10 above):

- Assuming the Spend Rate is AUD 1.00 = BRL 0.746 the AUD cost will be AUD 67.02 (1/0.746 x BRL 50.00).

- If the merchant settles the transaction on the same day as the purchase, AUD 67.02 will be debited from your AUD balance. If the merchant settles on a subsequent day, then the rate that applies will be the Spend Rate on the day of settlement. You can obtain this exchange rate on www.travelex.com.au. Any withdrawal fee charged by an ATM operator will be charged in addition to the above amounts.

Example 4:

The following example is provided to assist you in understanding how the Spend Rate is applied when you conduct a transaction that requires us to allocate funds from several Currencies. You are travelling in the United States of America and while shopping make a purchase for USD 150.00. At the time of this purchase you have the following Currency balances – USD 50, AUD 0, EUR 60, CAD 100. The following application of Funds will take place:

Currency balance before transaction	Amount to debit from Card Fund	Spend Rate	USD conversion	Running purchase balance	Currency balance after transaction
USD 50.00	USD -50.00	-	N/A	USD 100.00	USD 0.00
AUD 0.00	AUD 0.00	-	N/A	USD 100.00	AUD 0.00
EUR 60.00	EUR -60.00	USD 1: EUR 0.7127	EUR 60 divided by 0.7127 = USD84.19	USD 15.81	EUR 0.00
CAD 100.00	CAD -15.98	USD 1: CAD 1.0109	CAD 15.98 divided by 1.0109 = USD15.81	USD 0.00	CAD 84.02

Example 5:

The following example is provided to assist you in understanding how the foreign exchange rate is set and applied when you allocate funds from one Currency to another Currency on your Card, or from one currency on your Card to a different currency on another person's Card. You have USD 500 held in the USD Currency balance in your Card and you wish to transfer all of it into your GBP Currency balance.

- You go online and indicate that you wish to transfer USD 500 into GBP.
- You are quoted a foreign exchange rate of USD 1.00 = GBP 0.688 (GBP 1.00 = USD 1.453).
- The corresponding amount of GBP 344 that this will enable you to purchase is also quoted.

Once this is confirmed by you, we will deduct USD 500 from your USD Currency balance and add GBP 344 to your GBP Currency balance.

11 Closing the Travelex Money Card Fund

- The Card Fund continues until you ask to close it, or it is closed by us in accordance with these Terms and Conditions (whichever is the earlier), even if the Card has expired.
- At any time before the Card has expired, you may be able to arrange through the Travelex Store, or Mastercard Prepaid, for payment in Australian dollars of any credit balance remaining in the Card Fund. Depending on which Travelex Store you attend in order to close your Cash Fund, the relevant amount will either be paid to you in cash or deposited into your nominated bank account (at our sole discretion). If you are non-resident visitor to Australia who has been identified using a foreign issued identification document (or you do not hold an Australian financial institution account) you will need to attend a Travelex Store in Australia to arrange for any credit balance remaining in the Card Fund to be paid to you. If you experience any difficulty in obtaining this balance through the Travelex Store or if the Card has expired, then contact Mastercard Prepaid. The credit balance available to you will not include uncanceled pre-authorised or 'held' amounts (see clause 5 above), although these sums will be made available to you once the pre-authorisation has been cancelled or the 'held' amounts released and the relevant amounts re-credited to the Card Fund.
- Once the Card is closed, you must destroy the Card and any Additional Cards by cutting it (or them) in half diagonally, ensuring the Chip is destroyed, and disposing of it (or them) securely.

12 Global Emergency Assistance

- You are entitled to Global Travel Assistance from Activation until expiry or closure of the Card. Global Emergency Assistance services are provided by Mastercard Prepaid.
- The Global Emergency Assistance services are available to you, your partner, and children under 16 years of age.
- The Issuer arranges for the Global Travel Assistance services to be provided and is not the provider. The Issuer does not promise that the Global Emergency Assistance services will:
 - always be available;
 - be suitable for any purpose; or
 - be provided to any standard.
- You acknowledge that any changes to, or discontinuance of, the Global Emergency Assistance services can occur without the Issuer's participation.
- You also acknowledge and agree that:
 - the Global Travel Assistance services are used at your own risk;

- (b) the Issuer is not liable for any liability or loss arising in connection with the use by you of the Global Travel Assistance services or because of the Global Travel Assistance services being unavailable or discontinued;
- (c) you cannot make any complaint to the Issuer about the Global Travel Assistance services; and
- (d) you do not rely on the Global Travel Assistance services being available, being suitable for any purpose or being provided to any particular standard in deciding to purchase the Card.

13 Card security

- 13.1 You must make sure that you keep the Card, any Additional Card, the Security Details, and any PINs safe and secure. The precautions we require you to take (Security Requirements) are set out below. You must not:
- (a) allow anyone else to use the Card or anyone else to use the Additional Card;
 - (b) interfere with any magnetic stripe or integrated circuit on the Card or Additional Card;
 - (c) unnecessarily disclose the Card or Additional Card number;
 - (d) write the PIN on the Card or Additional Card;
 - (e) record the PIN on anything carried with the Card or Additional Card or on anything liable to loss or theft simultaneously with the Card or Additional Card, unless you make a reasonable attempt to protect the security of the PIN;
 - (f) voluntarily disclose the PIN to anyone, including a family member or friend; or
 - (g) act with extreme carelessness in failing to protect the security of a PIN.
- 13.2 You must comply with any instructions we give about keeping the Card, any Additional Card, and any Security Details safe and secure.
- 13.3 The Card will be disabled if an incorrect PIN is entered three successive times. If the Card is disabled, please contact Mastercard Prepaid to reactivate the Card. There may be a delay (usually 24 hours) in reactivating a disabled Card.

14 Loss, theft, and misuse of Cards

- 14.1 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 PIN or Security Details, you must immediately notify Mastercard Prepaid. We will then suspend the relevant Card and/or Additional Card to restrict further use.
- 14.2 You may be required to confirm details of the loss, theft, or misuse in writing (and to provide information

in the confirmation) and you must comply with that requirement.

- 14.3 You must assist us and the police in any enquiries and attempts to recover a lost or stolen Card or Additional Card.
- 14.4 If any lost Card or Additional Card is subsequently found it must not be used unless Mastercard Prepaid confirms it may be used.

15 Liability for Unauthorised Transactions

- 15.1 Your liability for losses arising from Unauthorised Transactions will be determined under the ePayments Code.
- 15.2 You will not be liable for losses resulting from Unauthorised Transactions where it is clear that you have not contributed to the loss.
- 15.3 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.
- 15.4 You will not be liable when Unauthorised Transactions:
- (a) happen with a Card or Additional Card after notification to us that the Card or Additional Card has been misused, lost, or stolen or that the security of the relevant PIN 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 Travellex Money Card Fund; or
 - (e) are using an Identifier without a Card or PIN.
- 15.5 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 Travelex Money Card Fund available for transactions using the Card (or Additional 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).

- 15.6 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 Additional 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 Travelex Money Card Fund available for transactions using the Card (or Additional Card).
- 15.7 If it is unclear whether 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:
- AU\$150;
 - the actual loss at the time we're notified that the security of the PIN was breached or the Card has been lost, stolen or used without your permission (limited by the applicable daily or period transaction limits over the relevant timeframe); or
 - the balance of the Travelex Money Card Fund available for transactions using the Card (or Additional Card).
- 15.8 For Card transactions that don't need a PIN, you're not liable for any Unauthorised Transactions unless you have unreasonably delayed notifying us of the loss, theft or unauthorised use of the Card.
- 15.9 You are responsible for checking your transaction history online and knowing your available balance. You can check your balance and transaction history free of charge at www.travelex.com.au. To dispute a transaction(s) on your Card complete the 'Dispute Claim Form' and fax to +44 1733 502 370. To obtain the "Dispute Claim Form" please visit www.travelex.com.au. Mastercard Scheme Rules impose time limits after the expiry of which our ability to dispute a transaction on your behalf may be lost. We may not be responsible for any loss to you where it can be shown that you have unreasonably delayed notifying us.

16 Replacement Cards

- 16.1 If the Card is lost, stolen or damaged while you are in Australia, you can request a replacement by contacting Mastercard Prepaid on 1800 303 297. Replacement Cards are sent to you at your nominated address by standard post.
- 16.2 If the Card is lost, stolen or damaged while you are overseas you can request a replacement by contacting Mastercard Prepaid on +44 207 649 9404. Replacement Cards can be delivered to you, depending on your location and availability. Mastercard Prepaid may arrange for funds to be made available from various world-wide outlets, or to send funds directly to you, in place of delivering a replacement Card.

17 Mobile Wallet and Mobile Device Payments

- 17.1 We will advise you if your Card may be used for mobile wallet or mobile device payments. You may need to accept additional terms and conditions before being able to register your Card for mobile payments.

18 Ending of the Agreement

- 18.1 You may end this Agreement at any time by either submitting your request online via the Mastercard Prepaid website www.travelex.com.au or contacting us for assistance and the Travelex Money Card Fund will subsequently be closed (see clause 11 above).
- 18.2 The Issuer may, with or without notice and without incurring any liability to you, ask for the return of the Card, cancel or suspend its use and/or end this Agreement if it has good reason to do so, including but not limited if:
- (a) the Issuer considers the 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 Card; or
 - (d) you gave the Issuer, Mastercard Prepaid or the Travelex Store false, inaccurate, or incomplete information when you applied for the Card.
- 18.3 The Issuer may end this Agreement for any other reason, or without assigning a reason, by giving you at least 30 days' notice.
- 18.4 If the Card is closed, we will refund any credit in the Travelex Money Card Fund (less any fees, see clause 11 above for more information).

19 Changing the Terms and Conditions

- 19.1 We may change these Terms and Conditions (including bringing in new fees, changes in the fees or limits and the services we offer) at our discretion by giving you at least 20 days' notice (see clause 22 below for details of how we will communicate with you).

19.2 We will not be in breach of these Terms and Conditions if we take necessary action in order to make a change necessitated by an immediate need to restore or maintain the security of the system or the Travelex Money Card Fund.

20 Your Personal Information (important information about your privacy)

20.1 By purchasing the Card you consent to the Issuer, Mastercard Prepaid and the Travelex Store (in this clause 20 referred to as "we") collecting, using and disclosing your Personal Information under these Terms and Conditions so that we can establish and administer the Card facility provided to you.

20.2 The Issuer is also required under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 to collect Personal Information to identify you and verify your identity.

20.3 If you do not agree to our doing so, then we cannot make the Card facility available to you and you should not purchase the Card.

20.4 If you provide us with Personal Information about someone else, you should ensure that you are authorised to do so and agree to inform that person of the contents of this notice.

20.5 You must notify us immediately of any change to your address and other contact details by accessing 'My Account' and typing the relevant changes yourself or by contacting Mastercard Prepaid. You should also contact Mastercard Prepaid if you change your name. We will not be responsible if you do not receive any notice or correspondence that has been sent in accordance with the contact details you have provided to us.

20.6 You may be required to provide information to the Issuer, Mastercard or the Travelex Store (including evidence of Identity) when purchasing the Card or adding additional funds to the Card.

20.7 The Issuer will take all reasonable precautions to keep Personal Information secure and protect it under its privacy policy. A privacy statement which sets out the Issuer's and Mastercard Prepaid's joint privacy policy in relation to the Card was contained in the PDS.

20.8 The Issuer, Mastercard Prepaid and the Travelex Store may exchange your Personal Information with each other and with third parties in the normal operations of their businesses, for companies and agents, government agencies, service providers (such as auditors, IT support and mailing houses) and with other parties for anti-money laundering and counter legal compliance and detection of fraud. We may also exchange Personal Information with collection agencies and lawyers in the event that we seek to recover any money that you owe under these Terms and Conditions.

20.9 You agree that we may disclose any information concerning you to:

- (a) any law enforcement, regulatory agency or court where required by any such law or regulation in Australia or elsewhere; and
- (b) any person we use to make payment for the purpose of compliance with any such law or regulation.

20.10 In addition, by successfully applying for a Travelex Money Card, you are consenting to the Issuer, Mastercard Prepaid and the Travelex Store using your personal information to notify you product features, promotions and customer surveys that we may conduct from time-to-time. You can opt-out of receiving Travelex Money Card emails by either clicking the "unsubscribe link" in any marketing emails you receive or by mail to:

Mastercard Prepaid Management Services Australia Pty Ltd, 72 Christie Street, St Leonards, NSW 2065 or by telephone 1800 098 231.

You can opt-out of receiving Travelex marketing by emailing TXUnsubscribe@travelex.com.au or by clicking the "unsubscribe link" in any marketing emails you receive.

20.11 We may disclose your Personal Information to recipients outside Australia for processing but all service providers are required to have adequate safeguards in place to protect your Personal Information. The countries to which your Personal Information is likely to be disclosed include United Kingdom, United States of America, and countries outside of Australia.

20.12 Your Personal Information will not be shared or used for any other purpose except as stated above unless we are required or permitted to do so as a result of any government laws and regulations, by a court order or by any business or persons to whom we transfer our rights and obligations under the agreement between you and the Issuer which is governed by these Terms and Conditions.

20.13 We will continue to keep such of your Personal Information that is necessary after the expiry of the Card or closure of your Card Fund on the same terms as are set out above.

20.14 Our Privacy Policies set out how you can access and correct information we hold about you, how you can complain about breach by us of your privacy rights and how your complaint will be handled. Our Privacy Policies are available at:

Issuer: www.heritage.com.au
General Privacy Policy: www.travelex.com.au

20.15 You may contact Mastercard the privacy officer in relation to your Personal Information on 1800 303 297.

20.16 To aid us in the provision of the services provided under these Terms and Conditions, in the interests of security, and to help the Issuer and Mastercard Prepaid maintain and to improve their level of service, all telephone calls may be recorded and/or monitored.

21 Our liability

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

- (a) any instructions given by you not being sufficiently clear;
- (b) any failure by you to provide correct information;
- (c) any failure due to events outside our reasonable control;
- (d) any industrial dispute;
- (e) any ATM refusing to or being unable to accept the Card;
- (f) the way in which any refusal to accept the Card is communicated to you;
- (g) any indirect, special, or consequential losses;
- (h) any infringement by you of any currency laws in the country where the Card or Additional Card is issued or used;
- (i) any dispute between you and the supplier of any goods and/or services purchased with the Card;
- (j) our taking any action required by any government, federal or state law or regulation or court order; or
- (k) anything specifically excluded or limited elsewhere in these Terms and Conditions.

21.2 You are not liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with your instructions. However, if you were aware, or should reasonably have been aware, that the system or equipment was unavailable or malfunctioning, our responsibility will be limited to:

- (a) correcting any errors; and
- (b) refunding any charges or fees imposed as a result.

21.3 Liability for Unauthorised Transactions will be determined according to the ePayments Code (see clause 15 above).

21.4 If you are a consumer, as defined by Part 2 of the Australian Securities and Investments Commission Act 2001, or any similar applicable law, these Terms and Conditions may include implied guarantees, conditions, and warranties. You should not interpret anything in these Terms and Conditions as excluding, restricting, or modifying any guarantee, condition or warranty which is implied by the Australian Consumer Law. Where we are

liable for a breach of these Terms and Conditions, then our liability is limited to:

- (a) the supplying of the services again; or
- (b) the payment of the cost of having the services supplied again.

21.5 The Travelex Store is only authorised by the Issuer or Mastercard Prepaid to provide the services explained in the Product Disclosure Statement in which these Terms and Conditions are printed. The Issuer and/or Mastercard Prepaid is not responsible for and accepts no liability for any other goods or services that may be offered or provided to you by the Travelex Store.

21.6 The Issuer does not maintain the website through which 'My Account' is accessible. You agree that the Issuer is not responsible for any content on that website other than information relating specifically to you, the Card Fund or your Card.

22 Communications

22.1 You agree that we may give written notices or other c21.1 communications to you under or in connection with these Terms and Conditions either:

- (a) by writing to you at your residential or postal address last known to us;
- (b) by giving it to you personally or leaving it at your residential or postal address last known to us;
- (c) by electronic communication to your email address or fax number last known to us or which you last gave us for sending notices and communications to you; or
- (d) if the notice or communication is not personal to you – by publishing a notice in a newspaper circulating nationally in Australia or by posting on **www.travelex.com.au**.

22.2 For the purpose of giving you information that we are required to provide under the ePayments Code. (This includes statements of Card Fund. It does not, however, cover any information that we want to provide to you that is not required by the ePayments Code to be provided to you):

- (a) we will only do so by electronic communication if you have made a specific positive election to accept electronic communications;
- (b) you have the right to vary your nominated email address, mobile phone or fax number;
- (c) you have the right to terminate your agreement to receive the information electronically (a fee for the provision of paper communications may apply); and

- (d) if within 6 months after the electronic communication is given, you ask Mastercard Prepaid for a paper copy of the information provided electronically, the paper copy will be provided to you.
- 22.3 If we give a notice or other communication to you by email, the content of the notice or communication may be:
- (a) set out in the body of the email;
 - (a) included as an electronic document attached to the email; or
 - (a) made available at 'My Account' for retrieval by you (with the email advising you of this and of the general nature of the information, and giving you the ability to readily retrieve the information electronically. For example, by means of a link to 'My Account').
- 22.4 If we give a notice or other communication to you:
- (a) by writing to you – you are taken to have received it when it would be delivered in the ordinary course of the post;
 - (b) by giving it to you personally or leaving it for you – you are taken to have received it on the day of delivery; or
 - (c) electronically – you are taken to have received it on the day it is transmitted.
- 22.5 In addition to the ways set out in these Terms and Conditions, 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.
- 22.6 You agree that, for the purpose of telephone communications originated or received by us or Mastercard Prepaid, and for the purpose of electronic communications received by us or Mastercard Prepaid, we or Mastercard Prepaid may verify your identity by reference to any or all of the Security Details information on the SMS services provided by us from time-to-time, please visit www.travelex.com.au.

23 Third parties

- 23.1 The Issuer may transfer its rights and obligations under its agreement with you to any other person or business. If this happens, the person or business to which this agreement is transferred assumes all of the Issuer's rights and obligations under the agreement. From then on, references in these Terms and Conditions to the Issuer are to be read as references to the person or business to which the Agreement was transferred.

- 23.2 Except in those circumstances, nothing in these Terms and Conditions will confer on any third party any benefit or the right to enforce any terms of the Agreement between you and the Issuer.

24 Governing law

- 24.1 These Terms and Conditions, and the Agreement between you and the Issuer, are governed by the laws of the State of Queensland, Australia and any legal questions concerning the Terms and Conditions or the Agreement will be decided under those laws.
- 24.2 You submit to the non-exclusive jurisdiction of the courts of the jurisdiction in which you acquired the Card to hear and determine any disputes or legal questions concerning these Terms and Conditions or the Agreement between you and the Issuer.

Reporting lost or stolen Cards

In the event your Card is lost or stolen you must immediately inform Card Services.

Country	Phone Numbers
Argentina	0800 666 0049
Malaysia	1800 814 935
Australia	1 800 303 297
Mexico	01 800 123 3482
Austria	0800 297 271
Monaco	800 93 680
Bahrain	800 81 203
Netherlands	08000 225 693
Belgium	0800 77 855
New Zealand	0800 447 270
Brazil	0800 892 3561
Norway	800 16 969
Czech Republic	800701463
Philippines	1800 1442 0145
Chile	123 0 020 7906
Poland	0800 441 2483
China (North)	10 800 712 2683
Portugal	800 880 508
China (South)	10 800 441 1357
Russia	81 0800 2535 2044
Croatia	800 805 905
Saudi Arabia	800 844 9534
Cyprus	800 96 573
Singapore	800 441 1434
Denmark	802 50 011
Slovakia	0800-002016
Dominican Republic	18777134429
South Africa	0800 982 678
Finland	0800 918 495
South Korea	0079 8443 4137
France	0800 913 263
Spain	900 933 410

Germany	0800 181 9030
Sweden	020 791 349
Greece	00800 4413 1536
Switzerland	0800 563 553
Hong Kong	800 963 118
Taiwan	0080 104 4301
Iceland	800 90 23
Thailand	001 800 442 286
India	000 800 100 8212
Turkey	00800 448829464
Indonesia	001 803 044 11369
UAE	80004449621
Ireland	1800 625 142
United Kingdom	0800 260 0355
Israel	18 094 31 573
Uruguay	000 413 598 3768
Italy	800 789 900
USA/Canada	1 877 856 2471
Japan	00 531 780 224
All other countries*	+44 20 3284 8395

* Please remember to add the international prefix of the country you are in, at the beginning of this number (in most cases this is 00, for example 0044 20 3284 8395). Calls to this number are not free of charge.

Mastercard Prepaid Management Services Australia Pty Ltd

72 Christie Street, St Leonards, NSW 2065
Attention: Travelex Money Card

Visit us or call
Australia 1800 303 297

For all your Travelex Money Card needs
visit **www.travelex.com.au**

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Travelex Money Card Mastercard®

Product Disclosure Statement Issued 28th of October 2021.