

CANVAS Product Disclosure Statement

INTRODUCTION

About this Product Disclosure Statement

This Product Disclosure Statement ("PDS") is issued by Heritage Bank Limited ABN 32 087 652 024 AFSL 240984 as a requirement under the Corporations Act 2001.

This PDS is an important document designed to assist you in deciding whether to acquire the financial product to which it relates – the Canvas Prepaid VISA card (the "Product").

The information in this PDS does not take into account your individual objectives, financial situation or needs. Any advice in this PDS is general advice only. You should consider the appropriateness of any general advice to your circumstances before acting on it.

This PDS is issued and dated 20th February 2012.

General Description of Product

The Product is a VISA Prepaid card. You can load value to the card and then use the card to access its available balance anywhere in the world where VISA Prepaid is accepted.

Product Distributor

Rêv Australia Pty Ltd ACN 117 378 953 ("Rêv") is the distributor of the Product and has developed and promoted the Product. Rêv holds an Australian Financial Services Licence (no. 401610) authorising it to deal in certain classes of financial products including the Product.

Rêv is not the issuer of the Product.

Rêv can be contacted at:

PO Box 614

Pyrmont, NSW 2009

Australia

Phone: 1300 725 796

Email: info@mycanvascard.com.au

Internet: www.mycanvascard.com.au

Product Issuer

The issuer of the Product is Heritage Bank Limited ABN 32 087 652 024 AFSL 240984 (“Heritage”) and if you acquire the Product you will have a contract with Heritage¹, not with Rêv.

Heritage is an authorised deposit-taking institution and the holder of Australian Financial Services licence no. 240984.

Heritage can be contacted at:

**PO Box 190
Toowoomba, Qld 4350
Australia
Phone: 13 14 22**

Roles and Responsibilities of the Product Distributor & Issuer

Rêv is responsible for the promotion and distribution of the Product and is also responsible for providing various cardholder services under its own Australian Financial Services Licence.

If Rêv or someone representing Rêv gives you financial product advice (that is, a recommendation or statement of opinion intended or that could be reasonably regarded as being intended to influence you in making a decision) about the Product, then Rêv and not Heritage is responsible for that advice. No one is authorised to give any financial product advice about the Product on Heritage's behalf.

Heritage is a member of VISA and is the issuer of the Product and all cards associated with the Product. Heritage is responsible for the settlement of transactions effected through the use of the Product, but may outsource these functions to service providers.

Neither Rêv, nor anyone else acting on its behalf, has the authority on behalf of Heritage to:

- tell you anything about the Product that is inconsistent with the information in this PDS ;
or
- do anything else on Heritage's behalf, other than marketing, arranging for the issue of and providing customer services for the Product.

Rêv and Heritage are unrelated companies in that they are independently managed and neither owns the other. Rêv does not act as Heritage's agent when it fulfils its roles and responsibilities in relation to the Product. It acts on its own behalf.

¹ The terms of the contract are contained in the “Terms and Conditions” section of this PDS.

Significant Benefits

The significant benefits of the Canvas Prepaid VISA card are:

- The card is a VISA Prepaid card which means that it can be used to buy goods and services from merchants in Australia and around the world who accept VISA cards for electronic transactions.
- The card can be used to withdraw cash at participating VISA ATMs and financial institution outlets around the world.
- The card can be used to make purchases online at merchants who accept VISA Prepaid cards for electronic transactions.
- The card is reloadable, which means that you can add extra funds to it.
- The card accesses only the value that you have loaded to the card. It is not a credit card.

Significant Risks

The significant risks associated with the Canvas Prepaid VISA card include:

- Unauthorised transactions can happen using the card if it is lost or stolen, a personal identification number (PIN) is revealed to an unauthorised person, as a result of fraud or if you breach the terms and conditions of the product outlined in this PDS.
- Unintended transactions can happen if electronic equipment with which the card is being used is operated incorrectly or incorrect details are input.
- You might not be able to get your money back if unauthorised or unintended transactions occur.
- If the electronic network enabling the use of the card is unavailable, you may not be able to undertake transactions or get information using the card.
- The card could be lost, destroyed or stolen.
- 90 days prior to the expiry of the card you will be contacted if the card has had a credit or debit transaction in the previous 60 days or your card balance is over \$10 and will be offered a new card free of charge with the remaining balance at that time transferred to the new card. On the expiry of the card, any balance not transferred to a new card will be forfeited.

Other Important Information

There are some other important things that you need to be aware of about the Product:

- It does not generate any interest or other return to the holder. In other words, you do not earn interest on the funds available to be used.
- Although Heritage is an authorised deposit-taking institution carrying on banking business in Australia, the card is not backed by a deposit account with Heritage.
- You do not become a depositor with Heritage by holding the Product. If you have another deposit account with Heritage, the funds credited to your card are not counted in working out how much money you might have on deposit with Heritage for any purpose.

Queries and complaints

Queries

If you have a query about the Product, you should initially direct the query to Rêv through Customer Assistance².

Complaints to Rêv

If you have a complaint, you can contact Rêv:

- by phone on 1300 725 796; or
- by letter to PO Box 614, Pyrmont, NSW, 2009, Australia; or
- by email to info@mycanvascard.com.au

If Rêv is unable to resolve your complaint to your satisfaction within 45 days, you may be eligible to escalate the complaint to Rêv's external dispute resolution service. The period of 45 days may be extended in exceptional circumstances. If you wish to escalate a complaint, please tell Rêv, who will facilitate the referral free of charge.

Complaints to Heritage

If you have a complaint about Heritage in relation to the Product, or if you have made a complaint to Rêv which you feel has not been satisfactorily resolved, you can contact Heritage. Heritage's contact details are listed earlier in this PDS. Heritage will handle all complaints that are referred to it according to its internal dispute resolution procedure (and the EFT Code, where the complaint relates to a transaction covered by the EFT Code).

Heritage's dispute resolution procedure requires that Heritage seeks to resolve your complaint within 21 days, although it is not always possible to do so. If your complaint is about something that Heritage is not responsible for, then Heritage may not be able to deal with it.

If Heritage is unable to resolve your complaint to your satisfaction within 45 days, you may be eligible to escalate the complaint to Heritage's external dispute resolution service. The period of 45 days may be extended in exceptional circumstances or where Heritage decides to resolve the complaint under the rules of the VISA scheme. If you wish to escalate the complaint, please tell Heritage, who will facilitate the referral free of charge.

External dispute resolution service

Both Rêv and Heritage are members of the Financial Ombudsman Service (FOS), whose contact details are below:

² See section 1 "Definitions" of the Terms and Conditions for the Customer Assistance number.

Phone 1300 78 08 08

Fax 03 9613 6399

Post GPO Box 3, Melbourne VIC 3001

Email info@fos.org.au

Website www.fos.org.au

Please note that the FOS will refer your complaint back to Rêv or Heritage if it has not first been investigated by Rêv or Heritage.

TERMS & CONDITIONS

1. Definitions

- **“Activate”** – means you going to the Website and following the instructions given for that Website which enable the Card to be used for transactions (or telephoning the IVR Number if you purchased your Card via the Website).
- **“ATM”** – means an automated teller machine that accepts cards with the VISA brand for cash withdrawals.
- **“Available Balance”** – means the monetary value recorded by us or our agent as available to for transactions using the Card, as denominated in Australian dollars, less any purchases, authorisations, cash withdrawals, fees and charges or other amounts debited under these Terms and Conditions.
- **“Card”** – means Canvas Prepaid VISA card.
- **“Customer Assistance”** – means 1800 171 254 and any additional or replacement phone number or numbers we notify to you as customer assistance numbers for the purposes of these Terms and Conditions from time to time.
- **“EFT Code”** – means the Electronic Funds Transfer Code of Conduct issued by the Australian Securities and Investments Commission on 1 April 2001, as amended on 1 November 2008, and includes any subsequent amendments or replacements that the Issuer adopts.
- **“Funds Credit”** – means the loading of funds available for transactions using the Card.
- **“Issuer”** – means Heritage Bank Limited ABN 32 087 652 024 AFSL 240984 .
- **“IVR Number”** – means 1800 171 254 and any additional or replacement phone number or numbers we notify to you as IVR (interactive voice response) numbers for the purposes of these Terms and Conditions from time to time.
- **“Negative Balance”** – means a negative rather than positive Available Balance, arising because the debits using the Card exceed the total Funds Credits.
- **“PIN”** – means the Card’s personal identification number.
- **“Rêv”** – means Rêv Australia Pty Ltd ACN 117 378 953.
- **“Terms and Conditions”** – means these terms and conditions.
- **“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.

- **“we/us/our”** – means the Issuer.
- **“Website”** – means www.mycanvascard.com.au and any additional or replacement website we notify to you as the website for the purposes of these Terms and Conditions from time to time.
- **“YAP Services Agreement”** – means the terms and conditions associated with using your mobile phone to complete transactions or enquiries relating to your Card.
- **“you/your”** – means the person who has requested and been (or is to be) issued with the Card.
- The singular includes the plural and vice versa.
- References to days, times or periods of time in these Terms and Conditions are reckoned according to Singapore time.

2. Introduction

- These Terms and Conditions govern the use of the Card. Please read them carefully and keep a copy for your records. By signing the back of the Card, Activating the Card or using the Card, you agree to be bound by these Terms and Conditions (but these are not the only ways that you can be taken to have agreed to be bound by these Terms and Conditions).
- You must sign the back of the Card and Activate the Card before using it.
- Allowing someone else to use the Card is completely at your discretion. All transactions using the Card (whether by you or someone else) are your responsibility.
- By agreeing to these Terms and Conditions, you agree that you are financially responsible for all uses of the Card.
- By agreeing to these Terms and Conditions, you also:
 - acknowledge that you have been given a copy of the Product Disclosure Statement (PDS) in which these Terms and Conditions are included; and
 - acknowledge and agree to the information and disclosures contained in the PDS.
- The Issuer is a subscriber to the EFT Code. We warrant that, for as long as we remain a subscriber to the EFT Code, we will comply with it in our dealings with you relating to the Card.
- You acknowledge and agree to the disclosures and other information contained in the Product Disclosure Statement in which these Terms and Conditions are printed. Those disclosures and information form part of the agreement between you and the Issuer except to the extent that these Terms and Conditions provide otherwise or qualify the disclosures and information.

3. The Card

- The Card is a VISA Prepaid card and the Card's Funds Credits must be paid before the Card is used.
- The Card is reloadable. You can add more Funds Credits in accordance with these Terms and Conditions.

- The Card allows purchases to be made wherever VISA Prepaid cards are honored for electronic transactions if a sufficient Available Balance exists.
- The Card is not a credit card.
- The Card remains the property of the Issuer and you must surrender it to the Issuer if we or our agent ask for it to be surrendered.

4. Obtaining the Card

- There are two ways you can obtain the Card:
 - by purchasing and loading the Card in store; or
 - by applying for a Card to be issued to you by completing the application process at the Website.
- You will need to make payment of the relevant Card issue fee when you purchase or apply for the Card.
- When applying for the Card on the Website, you will also need to choose between two options which will determine the following:
 - The option you choose will determine the maximum Available Balance and Funds Credit limits as set out in section 6 “Funds Credits, Available Balance and limits” of this PDS.
 - If you choose Option 1, (lower limit Card), then you will be required to have your identity verified via the Website or, if this is not possible, by sending appropriate documentation to Rêv to confirm your identity.
 - If you choose Option 2 (higher limit Card), then you will be required to have your identity verified in-person at an Australia Post outlet.
- If you obtain the Card in store, prior to Activating the Card you will be required to have your identity verified via the Website or, if this is not possible, by sending appropriate documentation to Rêv to confirm your identity.
- If you obtain the Card in store, once you have registered on the Website and Activated the Card, you will be sent a second Card with your name on it. Upon Activating the second Card, the funds from your first Card will be made available on your second Card and your first Card will be closed.
- Once you obtain the Card, you need to follow the steps outlined on the Website or in your Cardholder User Guide.

5. Activating and Using the Card

- You will need to Activate the Card before using it. If the Card was obtained in store you can do this at the Website. For a Card issued to you by mail you can do this either at the Website or by phoning the IVR Number.
- The Card can be used anywhere VISA Prepaid cards are accepted to pay for goods and services, including online purchase transactions. Some merchants in Australia may choose not to accept VISA Prepaid cards. For further details visit www.mycanvascard.com.au

- You agree not to make or attempt to make transactions that exceed the Available Balance.
- If you make or attempt to make any transactions that exceed the Available Balance then you will be liable for any Negative Balance plus a fee charged by us³, along with any costs or interest we incur in recovering or attempting to recover from you the amount you owe us.
- If a Negative Balance arises, that does not mean that a Negative Balance will be allowed to arise or be increased on subsequent occasions. This is the case regardless of whether you have been charged a fee relating to the Negative Balance arising.
- You can use the Card as often as you like, provided that you do not exceed the Available Balance and the expiry date for the Card has not passed.
- We may restrict or stop the use of the Card if excessive use of the Card or other suspicious activities are noticed.
- If your Card has not had a transaction for a period of 2 months and the balance is zero, your card will automatically be set to suspended. To reactivate your card, visit the Website, log on to My Account and select unsuspend.
- You cannot “stop payment” on any transaction after it has been completed. If you have a problem with a purchase made with the Card, or a dispute with a merchant, you must deal directly with the merchant involved. If you cannot resolve the dispute with the merchant, you can contact Rêv through the Website or Customer Assistance. You should not, in any circumstances, contact VISA.
- If you are entitled to a refund for any reason relating to a Card transaction, you agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to the Card, cash refund or in store credit. If the Card expires or is revoked before you have spent any Funds Credit resulting from a refund (whether or not the original transaction being refunded was made using the Card) then you will have no access to those funds.
- We are not liable in any way when authorisation is declined for any particular transaction regardless of reason.
- The Card may be used at ATMs that accept VISA Prepaid cards. ATM transaction fees and charges will apply⁴. These are in addition to any ATM operator fees that vary by ATM operator. All ATM fees and charges will be automatically debited against the Available Balance. After the amount available on your Card has been exhausted or if there are insufficient funds, ATM transactions will be declined.
- You are responsible for all transactions using the Card.
- If you permit someone else to use the Card, you will be responsible for any transactions initiated by that person with the Card.
- You may not make pre-authorised regular payments through the use of the Card.

6. Funds Credits, Available Balance & Limits

³ See section 7 “Fees and charges” of these Terms and Conditions.

⁴ See section 7 “Fees and charges” of these Terms and Conditions.

- Funds Credits can be loaded only as specifically provided in these Terms and Conditions. This is not a facility by which the Issuer takes other deposits from you. For example, you will not be able to load Funds Credits at the Issuer's branches or other outlets.
- You can load Funds Credits by using BPAY®. BPAY is an electronic payment service by which payments can be made through a number of Australian banks, building societies and credit unions. To load Funds Credits by BPAY you may need to register for internet or phone banking with your financial institution⁵.
- You may transfer funds from your Card to another card issued by us by any manner advised on the website (for example, if prescribed, SMS and internet).
- Any communication method prescribed at the website to allow you to load or transfer funds, such as SMS, is dependent upon us receiving your instruction via that communication method and is subject to interruptions or delays the communication method may experience from time to time. We take no responsibility for any delay or failure in the communication method. Refer to the YAP Services Agreement for further details on SMS features

SMS Feature	Message Example SMS to + 61 451 927 927
Card to card transfer via SMS Example: send \$100 to 0400 123 456	“Value mobile number” Example: SMS the following “100 0400123456” to +61 451 YAP YAP
Check available balance via SMS	SMS the word “BAL” to +61 451 YAP YAP
Check last transaction via SMS	SMS the word “LAST” to +61 451 YAP YAP

Transfer	Limit
Maximum transfer (sending) <ul style="list-style-type: none"> • Per transaction • Per 30 day period 	\$500 \$1,000
Maximum transfer (receiving) <ul style="list-style-type: none"> • Per Transaction • Per 30 day period 	\$1,000 \$2,000

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⁵ Your financial institution may charge transaction fees relating to Funds Credits transmitted by BPAY.

- You can also load Funds Credits at retail outlets listed on the Website that offer an electronic payment service. Retail outlets are unable to load Funds Credits onto your Card that exceed \$1,000. Some retailers may have lower limits in place.
- The minimum Funds Credit that can be loaded at any one time is \$50.00 (Australian dollars).
- The maximum Available Balance that can be loaded to your Card, and the maximum Funds Credit that can be loaded at any one time, depends on which option you chose when you applied for the Card on the Website. If you obtained the Card in-store, Option 1 limits will apply:

	Option 1 ⁶	Option 2 ⁷
Maximum Available Balance	\$1,000.00	\$9,999.99
Maximum single Funds Credit (as long as it does not cause Available Balance to exceed maximum above)	\$1,000.00	\$7,500.00
Maximum aggregate Funds Credits during any period of 30 days	\$2,000.00	No separate limit
Maximum aggregate Funds Credits during any period of 12 months	No separate limit	\$50,000.00

- Each time a Funds Credit is loaded, a funds loading fee applies⁸.
- Funds Credits by BPAY will become available for use by you up to 72 hours from the time of the Funds Credit.
- Funds Credits in store will become available for use by you up to 24 hours from the time the Funds Credit was loaded.

7. Fees and Charges

- You agree to pay us the fees and charges provided in these Terms and Conditions. Whenever any of those fees and charges is incurred, you authorise us to deduct it from the Available Balance and reduce the Available Balance accordingly.
- All fees and charges are expressed in Australian dollars and are inclusive of any applicable GST.

⁶ See section 4 “Obtaining the Card” of these Terms and Conditions.

⁷ See section 4 “Obtaining the Card” of these Terms and Conditions.

⁸ See section 7 “Fees and charges” of these Terms and Conditions.

- The fees and charges applying are as follows:

CARD ISSUE & REPLACEMENT FEES

- Card Issue Fee for Option 1 Card with simpler identification process and lower limits⁹ \$7.95
- Card Issue Fee for Option 2 with in-person identity check and higher limits¹⁰ \$19.95
- Lost or Stolen Card Replacement Fee..... \$15.00

FUNDS CREDITS

- Funds loading fee (per Funds Credit)..... \$3.95
- Receive funds from another Card via SMS..... **Free**

ONLINE FEES

- Available Balance enquiry..... **Free**
- Online enquiry..... **Free**

TELEPHONE SUPPORT FEES

- Automated telephone enquiry via IVR Number..... \$1.50
- Live operator telephone customer service call to Customer Assistance..... \$3.99
- SMS balance enquiry (charged to your mobile phone)..... \$0.75

AUTOMATIC TELLER MACHINE (ATM) FEES

- ATM transaction fee (Australia)¹¹ \$0.50
- ATM transaction fee (International)¹²..... \$1.95
- Declined ATM withdrawal fee..... \$0.75
- ATM balance enquiry fee..... \$0.75

CARD TO CARD TRANSFER

- Card to Card \$0.25

STATEMENT FEES

- Electronic statements (per statement issued)..... Free
- Paper statements (per statement issued)..... \$7.50

MONTHLY MANAGEMENT FEE

- Charged monthly..... \$2.95

⁹ See section 4 “Obtaining the Card” of these Terms and Conditions.

¹⁰ See section 4 “Obtaining the Card” of these Terms and Conditions.

¹¹ Charged in addition to any ATM operator fees that may or may not be charged

¹² Charged in addition to any ATM operator fees that may or may not be charged

OTHER FEES AND CHARGES

- Over the counter cash withdrawal fee..... \$5.00
- Funds redemption fee (activated card only) \$10.00
- Foreign exchange fee (if Card is used for purchases or withdrawals in any currency other than Australian dollars or purchases with any merchant located outside Australia) (see example below)..... 3.5% of the Australian dollar amount of the transaction¹³
- Any government duty, tax or charge relating to the Card or any transaction.....The amount of the duty, tax or charge
- The Available Balance on the card at expiry will be forfeited if you choose not to take up our invitation¹⁴ for a new card (see example below and section 13 “Card Expiry” of these Terms and Conditions).....the Available Balance on expiry

EXAMPLE OF FOREIGN EXCHANGE FEE

Suppose:

- you make a purchase from a merchant located outside Australia (in the USA);
- at the time, VISA’s prevailing exchange rate is \$1.00 US = \$1.34 Australian; and
- you spend \$200.00 US.

The Australian dollar amount is $\$200.00 \times \$1.34 = \$268.00$.

The foreign exchange fee is therefore $3.5\% \times \$268.00 = \9.38 .

EXAMPLE OF FORFEITURE OF FUNDS ON EXPIRY OF CARD

Suppose:

- The cardholder has not accepted a replacement card;
- the Card expires; and
- at the time of expiry, the Available Balance was \$12.35.

The \$12.35 (equaling the Available Balance at the time of expiry), will be forfeited thus reducing the Available Balance to zero.

8. Limitations on use of Card

- The following limitations apply to the Card:

¹³ The Australian dollar amount of the transaction is calculated according to VISA’s prevailing exchange rate.

¹⁴ Cardholder services will contact all active cardholders via email within 90 days of their card expiring to request they check their address registered against their account is correct in order for us to issue them with a replacement card. If the cardholder’s available balance exceeds \$500; in addition to being contacted via email, they will also be contacted via phone.

- 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 pumps).
- The Card may not be used for, and authorisation may be declined for, any illegal transactions. Authorisation may be declined for any Internet gambling transactions.
- When using the Card with some merchants (such as hotels, rental cars, restaurants, cruise ships) or for mail order purchases, Card “tolerance limits” may apply. This means that the merchant may obtain an authorisation or approval on the Card for an amount up to 20% or more than the total bill (or anticipated bill) to cover additional items such as tips and incidentals or to ensure that adequate funds are available to cover the final purchase. The entire amount of the authorisation or approval will be debited and will not form part of the Available Balance until the authorisation or approval clears, although only the amount actually spent or authorised will be finally deducted from the Available Balance after the authorisation or approval clears.
- Periodic transaction limits apply to the Card. These limits are as follows:
 - Purchases made at VISA merchants in a 24 hour period are limited to \$2,000.00 (Australian dollars).
 - ATM withdrawals in a 24 hour period are limited to the lower of \$5,000.00 (Australian dollars) or any withdrawal limits set by the individual ATM operator.
 - If the Card is used to obtain cash over the counter at a financial institution, the maximum amount of the transaction is \$1000.00 (Australian dollars).
 - Some retailers may choose not to accept Visa Prepaid cards. For further details visit www.mycanvascard.com.au

9. PIN

- The PIN will be set at the time of Activation of the Card.
- You may change the PIN either online at the Website or by phoning Customer Assistance listed on the back of the Card. Charges apply when changing your PIN via phone¹⁵.
- If you forget a PIN, please phone Customer Assistance. Charges apply¹⁶.
- Should an incorrect PIN be entered three times when a transaction is attempted using the Card, it will be temporarily suspended for 24 hours.
- Should the Card be retained by any ATM, the Card is deemed to be lost or stolen and hence cannot be recovered. In that event, you will need to contact Customer Assistance and arrange to be issued with a new Card. Fees and charges apply¹⁷.

TIPS ABOUT PIN SELECTION AND SECURITY
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¹⁵ See section 7 “Fees and charges” of these Terms and Conditions.

¹⁶ See section 7 “Fees and charges” of these Terms and Conditions.

¹⁷ See section 7 “Fees and charges” of these Terms and Conditions.

- When selecting a PIN, select and memorise one that other people won't be able to guess. Avoid 'trivial' PINs like '1234', 'XXXX', your postcode or your date of birth.
- Do not record a PIN in reverse order, or disguised as a phone number or date where no other phone numbers or dates are recorded.
- Do not record a PIN in an easily decoded format based on the alphabet (e.g. A=1, B=2, etc).
- Do not record a PIN in a series of numbers with the actual numbers circled or highlighted in any way.
- Do not allow anyone to watch as the PIN is entered into an ATM or other device.
- Delete any SMS containing your PIN after an SMS transaction

Note: These tips do not determine responsibility for losses arising from Unauthorised Transactions. Your liability for losses arising from Unauthorised Transactions is dealt with elsewhere¹⁸.

10. Security of Card and PIN

- You must promptly notify us if:
 - the Card is misused, lost or stolen;
 - the Card is damaged or not working properly;
 - the security of a PIN is breached in any way; or
 - there is reason to believe any of the above might occur or might have occurred.
- If there is an unreasonable delay in giving this notification, you may be responsible for some of the losses occurring as a result of the delay.
- The notification can be made by phone to Customer Assistance¹⁹. The notification must then be confirmed in writing. We may require the written confirmation to be made on a particular form or sent to a particular address.
- You may request a replacement for your Card if it is lost or stolen, but we reserve the right, in our sole discretion, to decide whether to issue a replacement Card. If we do issue a replacement Card, the remaining Available Balance will be reinstated after any transactions (including Unauthorised Transactions for which you are liable under these Terms and Conditions) or other amounts that we are entitled to debit against the Available Balance, together with the fee relating to the reissue of the Card²⁰, have been deducted.

11. Liability for Unauthorised Transactions

- For as long as the Issuer remains a subscriber to the EFT Code, your liability for losses arising from Unauthorised Transactions will be determined under the EFT Code.

¹⁸ See section 11 "Liability for Unauthorised Transactions" of these Terms and Conditions.

¹⁹ Charges apply. See section 7 "Fees and charges" of these Terms and Conditions.

²⁰ See section 7 "Fees and charges" of these Terms and Conditions.

- You will not be liable for losses resulting from Unauthorised Transactions where it is clear that you have not contributed to the loss.
- You will not be liable for losses resulting from Unauthorised Transactions that are caused by the fraudulent or negligent conduct of:
 - our staff or agents;
 - companies involved in networking arrangements; or
 - merchants who are linked to the electronic funds transfer system or of their agents or employees.
- You will not be liable when Unauthorised Transactions:
 - happen after notification to us that any Card has been misused, lost or stolen or that the security of the relevant PIN has been breached;
 - happen before you receive the Card and PIN;
 - are made with forged, faulty, expired or cancelled cards or numbers (as applicable); or
 - are the result of the same transaction being incorrectly debited more than once to the same Available Balance.
- You will be liable for losses resulting from Unauthorised Transactions where we can prove on the balance of probability that you contribute to the losses through:
 - fraud;
 - voluntarily disclosing the relevant PIN to anyone, including a family member or friend;
 - writing the relevant PIN, or a disguised record of it, on the Card;
 - keeping a record of the relevant PIN without making a reasonable attempt to disguise it or to prevent unauthorised access to it, in a way that it could be lost or stolen with the Card;
 - if you are allowed to select or change a PIN – selecting a PIN which represents your birth date, or an alphabetical code which is a recognisable part of your name, after we have asked you not to select such a PIN and told you of the consequences of doing so; or
 - acting with extreme carelessness in failing to protect the security of the relevant PIN.
- You will be liable for losses resulting from Unauthorised Transactions where we can prove on the balance of probability that you contributed to the losses through unreasonably delaying notification of the misuse, loss or theft of the Card or that the security of the relevant PIN has been breached. However, your liability is limited to losses occurring between the time that you became aware (or should reasonably have become aware) of the misuse, loss, theft or security breach and when we were actually notified and will not be any higher than that portion of the losses incurred:
 - on any one day, which exceed any daily transaction limit applicable to the Card; or
 - exceeding the Available Balance.
- You will be liable for losses resulting from other Unauthorised Transactions not described above, but if a PIN was required to perform an Unauthorised Transaction not described above, your liability is limited to the least of:
 - \$150 (Australian dollars);

- the Available Balance; or
- the actual loss at the time we are notified of the misuse, loss or theft of the Card or of the breach of security of the PIN (excluding that portion of the loss incurred on any one day which exceeds the applicable daily transaction limit).

12. Transaction History

- Periodic statements showing the Card's transactions and Available Balance will be issued at 6 monthly intervals²¹.
- You may check the Available Balance and Card's transaction history 24 hours a day, 7 days a week at the Website. You may also learn the Available Balance and Card's transaction history by phoning Customer Assistance. Fees apply²².
- If you notice any error (or possible error) in any transaction or statement relating to the Card, then you must notify Customer Assistance immediately. We may request you to provide additional written information concerning any error (or possible error) and you must comply with that request.

13. Card Expiry

- The Card is valid until the expiry date shown on it.
- The Card cannot be used after expiry.
- At expiry, the Available Balance will be forfeited, reducing the Available Balance to zero²³. You will be given notice of this pending expiry 90 days prior to expiry if your card has had a credit or debit activity in the previous 60 days and/or has a balance greater than \$10.
- All active cardholders²⁴ and any cardholder with a remaining balance greater than \$10 will be contacted by cardholder services within 90 days of their card expiring, requesting they check their address details in order for us to issue them a replacement card on expiry.

TIPS ON AVOIDING OR MINIMISING THE FORFEITURE OF FUNDS

- The effect of this forfeiture of funds on expiry of the Card is to reduce the Available Balance to zero. In other words, any monies remaining on the Card at expiry will be forfeited.

²¹ There is no fee for statements issued electronically but there is a fee for paper statements. Please refer to section 7 "Fees and charges" of these Terms and Conditions for details.

²² See section 7 "Fees and charges" of these Terms and Conditions.

²³ See section 7 "Fees and charges" of these Terms and Conditions.

²⁴ Cards with credit or debit activity within the last 60 days.

- Alternatively, by undertaking transactions before the Card expires, the Available Balance on expiry can be minimised and the card will be deemed active, thus ensuring you will be contacted regarding a replacement card to transfer the Available Balance to.

14. Card Revocation and Cancellation

- We may revoke the Card at any time without cause or notice. If we or our agent ask you to, you must surrender or destroy the revoked Card and you must not use the revoked Card. When you surrender the Card, you must give us your correct name and contact address.
- You may ask for the Card to be cancelled at any time. If you ask for the Card to be cancelled and we or our agent ask you to, you must surrender or destroy the cancelled Card and you must not use the cancelled Card.
- On the revocation or cancellation of the Card, we will pay the Available Balance to you when:
 - we are satisfied that there are no un-cancelled or unexpired authorisations or approvals on either of the Card²⁵;
 - we are satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Available Balance;
 - if we require it, we have received the surrendered or cancelled Card from you; and
 - you give us instructions, on any form we require, for the payment of the Available Balance.

15. Liabilities and Disclaimers

- We are not liable if:
 - through no fault of our own, the Available Balance is not enough to cover a transaction;
 - a terminal or system does not work properly;
 - circumstances beyond our control prevent a transaction, despite any reasonable precautions having been taken by us;
 - any failure due to events outside our reasonable control;
 - any system failure or industrial dispute;
 - any ATM refusing to or being unable to accept the Card;
 - the way in which any refusal to accept the Card is communicated;
 - any indirect, special or consequential losses;
 - any infringement by you of any currency laws in the country where the Card is issued or used;
 - any dispute between you and the supplier of any goods or services purchased with the Card;
 - our taking any action required by any government, federal or state law or regulation or court order; or

²⁵ See section 8 “Limitations on use of Card” of these Terms and Conditions.

- anything specifically excluded or limited elsewhere in these Terms and Conditions.
- However, your liability for Unauthorised Transactions will be determined according to the EFT Code²⁶.
- Our liability in any event (other than in relation to Unauthorised Transactions²⁷) shall not exceed the amount of the Available Balance.
- If any warranties or conditions are implied because of Part 2 of the Australian Securities and Investments Commission Act 2001 or any similar law in respect of services supplied under these Terms and Conditions or in connection with the Card, then our liability for a breach of such a warranty or condition will in any event limited to:
 - the supplying of the services again; or
 - the payment of the cost of having the services supplied again.
- The Issuer and Rêv:
 - do not make or give any express or implied warranty or representation in connection with the Card (including the Card type, quality or standard of fitness for any purpose); and
 - are not liable for any loss you suffer (including indirect or consequential loss) arising in connection with the Card (whether a failure to provide the Card or its loss, theft or destruction).
- All conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by applicable laws and regulations.
- Any failure or delay to enforce a term of these Terms and Conditions does not mean a waiver of them.

16. Foreign Transactions

- The Available Balance is in Australian dollars.
- Transactions made in a currency other than Australian dollars will be subject to the prevailing VISA exchange rate at the time plus a 3.5% foreign exchange fee²⁸.

17. Privacy and Information Collection

- Information will be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law and also when necessary:
 - for completing a transaction;
 - in order to verify the existence and condition of the Card;
 - to utilise services of affiliates who assist in providing the Card;
 - if you give us permission;
 - if you owe us money;

²⁶ See section 11 “Liability for Unauthorised Transactions” of these Terms and Conditions.

²⁷ Unauthorised Transactions are dealt with in section 11 “Liability for Unauthorised Transactions” of these Terms and Conditions.

²⁸ See section 7 “Fees and charges” of these Terms and Conditions.

- if there are legal proceedings in connection with the Card; or
- to protect against potential fraud and other crimes.
- A full privacy policy can be viewed at the Website. This policy sets out our guidelines on management of your personal information.

18. Communications

- You agree that we may give written notices or other communications to you under or in connection with these Terms and Conditions either:
 - by writing to you at your residential or postal address last known to us;
 - by giving it to you personally or leaving it at your residential or postal address last known to us;
 - by electronic communication to your e-mail address or fax number last known to us or which you last gave us for sending notices and communications to you; or
 - if the notice or communication is not personal to you – by publishing a notice in a newspaper circulating nationally in Australia.
- For the purpose of giving you information that we are required to provide under the EFT Code:
 - we will only do so by electronic communication if you have made a specific positive election to accept electronic communications;
 - you have the right to vary your nominated e-mail address or fax number;
 - you have the right to terminate your agreement to receive the information electronically; and
 - if within six months after the electronic communication is given, you ask Customer Assistance for a paper copy of the information provided electronically, the paper copy will be provided to you. A fee applies²⁹.
- If we give a notice or other communication to you by e-mail, the content of the notice or communication may be:
 - set out in the body of the e-mail;
 - included as an electronic document attached to the e-mail; or
 - made available at the Website for retrieval by you (with the e-mail advising you of this and of the general nature of the information, and giving you the ability to readily retrieve the information electronically).
- If we give a notice or other communication to you:
 - by writing to you – you are taken to have received it when it would be delivered in the ordinary course of the post;
 - by giving it to you personally or leaving it for you – you are taken to have received it on the day of delivery; or
 - electronically – you are taken to have received it on the day it is transmitted.

²⁹ See section 7 “Fees and charges” of these Terms and Conditions.

- 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 EFT Code. If a law or the EFT Code requires us to use a particular method, we will do so.
- You agree that, for the purpose of telephone communications originated or received by us or Customer Assistance or through the Website, and for the purpose of electronic communications received by us or Customer Assistance or through the Website, we or Customer Assistance or the operator of the Website:
 - may verify your identity by reference to any or all of the information given by you when applying for the Card or during Activation or any changes made to this information; and
 - may proceed on the basis that we or they are dealing with you if satisfied by that verification.
- You must notify us immediately of any change to your address and other contact details either through the Website or by contacting Customer Assistance³⁰. You should also contact Customer Assistance 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.
- The Issuer and Rêv accept no responsibility or liability for late, lost or misdirected sms messages or emails caused by inaccurate provision of personal details by you, or by system constraints or failures experienced by your email or mobile phone service providers.
- We may also contact you to inform you of product updates or promotions via your nominated postal address, email address or mobile number. Any communication will be in line with our Privacy Policy, which can be viewed in full on the Website. You can choose not to receive these communications by letting Rêv know by phone, via the Website or by responding with STOP to communication received via mobile phone.

19. Changes to these Terms & Conditions

- We may change these Terms and Conditions at any time. A change may:
 - change the fees payable under these Terms and Conditions or bring in new fees;
 - bring in new Terms and Conditions;
 - alter these Terms and Conditions in some other way.
- We will notify you in advance of most changes, which will take effect no earlier than 20 days after the notification³¹.
- However, changes necessitated by an immediate need to restore or maintain the security of the system in which the Card is used can be made earlier or without notification.
- Apart from that, these Terms and Conditions can only be changed in writing. A change is not effective unless we give a written notification of it or we agree in writing to it.

³⁰ See section 7 “Fees and charges” of these Terms and Conditions.

³¹ See section 18 “Communications” of these Terms and Conditions for details of how the notification will be given.

20. Parties

- The Issuer has the right to transfer the agreement between you and the Issuer, governed by these Terms and Conditions, at any time.
- If the Issuer does this, the party to which the agreement is transferred assumes all of the Issuer's rights and obligations under the agreement. From then on, references in these Terms and Conditions to the Issuer or us are to be read as references to the party to which the agreement was transferred.
- You cannot transfer any of your rights or obligations under the agreement.
- The Issuer may use service providers or agents to perform any function under the agreement and to exercise any or all of the Issuer's rights.

21. The Website

- Although considerable effort is expended to make the Website and any other operating communication channels available at all times, no warranty is given that these channels will be available and error free every minute of every day.
- You agree that neither the Issuer nor Rêv is responsible for temporary interruptions in service due to failure beyond their control including, but not limited to, the failure of interconnecting operating systems, computer viruses, forces of nature, labour disputes and armed conflicts.
- The Issuer does not maintain the Website. You agree that the Issuer is not responsible for any content on the Website other than content relating specifically to you, the Available Balance or the Card.

22. Governing Law

- Any legal questions concerning these Terms and Conditions, the agreement between you and the Issuer (which is governed by these Terms and Conditions) or the Card will be decided under the laws of Queensland, Australia.
- Any legal proceedings concerning these Terms and Conditions, the agreement between you and the Issuer (which is governed by these Terms and Conditions) or the Card may be conducted in the courts at Brisbane, Queensland, Australia.