

## **IMPORTANT – PLEASE READ CAREFULLY; BE SURE TO PROVIDE THE GIFT CARD RECEIPT THIS CARDHOLDER AGREEMENT.**

This Cardholder Agreement (“Agreement”) constitutes the agreement between you and Heritage Bank Limited ABN 32 087 652 024 AFSL/ACL No. 240984 (“Issuer”). The terms and conditions govern the use of your Vanilla Visa Gift Card (“Card”) and apply to all transactions involving the use of your Card or the Card details. “You” and “your” mean the person who uses a Card purchased from us. This may be the purchaser or a person who has received the Card as a gift. “We,” “us,” and “our” mean the Issuer.

1. If you are a purchaser then your purchase of the Card will be taken as your agreement to these terms and conditions. Otherwise, your first use of the Card will be taken as your agreement to these terms and conditions. **IF YOU DO NOT AGREE TO THE TERMS CONTAINED IN THIS CARDHOLDER AGREEMENT, DO NOT USE THE CARD, SAVE YOUR RECEIPT AND CALL US AT 1800 701 224 TO CANCEL YOUR CARD AND REQUEST A REFUND.** You agree to sign the back of the Card immediately upon receipt and before you use it.
2. **Prepaid Card.** The Card is a prepaid card. The Card is not a credit card and will not enhance your credit rating. You will not receive any interest on your Card value. The Card will remain the property of the Issuer and must be surrendered upon demand, it is non-transferable and it may be cancelled, repossessed, or revoked at any time without prior notice, subject to applicable law. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.
3. **Activate Your Card.** Your Card will be activated when it is purchased. You will have access to your Card value within twenty-four (24) hours after activation.
4. **Expiration.** You are entitled to the Card value until the expiry date of the Card after which any remaining Card value will be forfeited. The expiry date is stated on the front of the Card. Your Card will expire no sooner than twelve (12) months from the date of purchase. You will not be able to use your Card after the expiry date and any remaining Card value will be forfeited.
5. **No Top-ups; No Cash Access; No Refunds.** You cannot use your Card to obtain cash from an Automated Teller Machine (“ATM”), Point of Sale (POS) Device, or by any other means. You will not receive a Personal Identification Number (PIN) with your Card Account. The Card itself may not be returned to any merchant for a refund, except where required by applicable law.
6. **Liability**

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under this Agreement for failure to observe or perform any of our obligations under this Agreement for any reason or cause. We accept no liability for any failure to authorise a purchase transaction (even if the balance exceeds the purchase amount at the time of the authorisation request) if such has resulted from the application of prudent risk management tools or if the terminal or system was not working properly. We may restrict or stop the use of a Card if excessive use or other suspicious activities are noticed.

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:

- result from the use of the Card before you have received the Card;
- are made with forged, faulty, expired or cancelled Cards or identifiers (as applicable) when you were not responsible for this; or
- are the result of the same transaction being incorrectly debited more than once to the same available balance.

You will **not** be liable for unauthorised transactions unless you have unreasonably delayed notifying us of the loss, theft or unauthorised use of the Card.

Where we can prove that on the balance of probability you contributed to

the losses caused by an unauthorised transaction through your fraud, or by failing to comply with the security requirements, then you will be liable for the actual losses which occur before we are notified of the loss, theft or misuse of the Card or a breach of the security requirements.

### **Disclaimers**

We are **not** liable:

- if we do not authorise a purchase transaction (even if the available balance immediately before the authorisation request exceeds the amount of the transaction);
- if circumstances beyond our control prevent a transaction;
- for any failure due to events outside our reasonable control;
- for any industrial dispute;
- for the way in which any refusal to accept the Card is communicated;
- for any indirect, special or consequential losses;
- for any infringement by you of any currency laws in the country where the Card is issued or used;
- in relation to any dispute between you and the supplier of any goods or services purchased with the Card;
- if we take any action required by any government, federal or state law or regulation or court order; or
- for anything specifically excluded or limited elsewhere in this Agreement.

Our liability in any event will not exceed the amount of the available balance.

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 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.

Although considerable effort is expended to make our web site and 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. We accept no liability for the performance, safety or any other attribute of the goods and services purchased with the card. Any complaints about the goods or services purchased with the Card should be addressed to the merchant from whom they were obtained.

7. **Secondary Cardholder.** You cannot request an additional Card for another person.
8. **Using Your Card/Features.** You may use your Card to purchase goods or services everywhere Visa cards are accepted as long as you do not exceed the Card value on your Card Account. **Your Card cannot be used at an automated fuel dispenser (“pay at the pump”); please use your Card to pay for your purchase inside with the cashier.** Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

**If you use your Card at a restaurant, a hotel, for a car rental, or for similar purchases, the merchant may seek pre-authorisation for the purchase amount plus up to 20% or more to ensure there is sufficient Card value available to cover tips or incidental expenses incurred. Until the merchant sends us the final payment amount of your purchase, you will not have access to that part your Card value represented by the pre-authorised amount. For that period there is a “hold” on your Card value and it may take up to fifteen (15) days for the hold to be removed or up to sixty (60) days for car rental transactions.** If you wish to make Internet, mail, or phone order purchases, you will need to go to [www.vanillabalance.com](http://www.vanillabalance.com) and enter your address prior to performing an Internet, mail, or phone order transaction. If you use your Card details without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. You may not use your Card for online gambling or any illegal transaction. We may refuse to process any Card transaction that we believe may violate the terms of this Agreement or applicable law.

Each time you use your Card or Card details, you authorise us to reduce the Card value by the amount of the transaction. We may also deduct from the Card value any amount that you owe us including fees payable under this Agreement. You are not allowed to spend more than the Card value through an individual transaction or a series of transactions. For security reasons, we may limit the amount or number of transactions you can make on your Card. You do not have the right to stop payment of any transaction effected by use of your Card or Card details. You may not make preauthorised recurring or instalment payments from your Card Account. If you authorise a transaction and then fail to make a purchase of that item as planned, there may be a "hold" on your Card value for the amount of the transaction for up to thirty (30) days.

9. **Returns and Refunds.** We are not responsible if a merchant refuses to accept a Card or refuses to exchange goods or provide a refund. The exchange or return of merchandise purchased in whole or in part with the Card will be governed by the procedures and policies of each merchant and applicable law. If a merchant agrees to provide you with a refund in respect of goods or services obtained with your Card, you agree to accept a credit to your Card Account for such refund.
10. **Card Replacement.** If you need to replace your Card because it is damaged as a result of manufacturing default, please contact us at 1800 701 224 to request a replacement Card. We will not replace your Card for any other reason. You will be required to provide personal information which may include your Card details, full name, transaction history, copies of accepted identification, etc. We reserve the right to require an affidavit signed by you and to conduct an investigation into the validity of any request. It may take up to thirty (30) days to process a request for a replacement Card; however, we will endeavour to provide you with a replacement Card on as timely a basis as is reasonable under the circumstances. Any replacement Card will be loaded with the remaining Card value. Lost or stolen Cards will not be replaced and the Card value on lost or stolen Cards will be forfeited.
11. **Transactions Made In Foreign Currencies.** Transactions made in foreign currencies (any currency other than Australian dollars) are converted into Australian dollars before they are deducted from the Card value. The conversion is undertaken by Visa International from the range of rates available in wholesale currency markets for the applicable processing date, which rate may vary from the rate Visa itself receives. Any such transaction will also be subject to a foreign currency transaction fee in the amount of 2.5% of the total amount of the transaction.
12. **Card Account Balance/Transaction History.** You are responsible for keeping track of your Card value. Merchants generally will not be able to determine your Card value and you should know your Card value before making any transaction. Details of your current Card value and of your transactions are available by accessing your Card Account online at [www.vanillabalance.com](http://www.vanillabalance.com) or by calling 1800 701 224. A copy of your transaction history can be printed free of charge at [www.vanillabalance.com](http://www.vanillabalance.com). You will not be sent paper statements in respect of your Card Account.
13. **Fees.** The Card is subject to the fees in the table below. The Activation Fees listed in the table are the maximum Activation Fees per Card (according to its denominated value) payable by the purchaser at the time of purchase. The Activation Fee actually charged in connection with the sale of a Card may be less than the amount in the table and will depend upon the place of Card purchase.

\$25 Card Activation Fee	\$3.95
\$50 Card Activation Fee	\$4.95
\$100 Card Activation Fee	\$5.95
\$250 Card Activation Fee	\$7.50
Monthly Service Fee (commences on the 7th month from the date of activation)	\$2.50
Foreign Currency Transaction Fee	2.5%

14. **Amendment and Cancellation.** We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on our website at [www.vanillabalance.com](http://www.vanillabalance.com). Any such amendment shall be effective at the time advised on that website. The

current Agreement is available at [www.vanillabalance.com](http://www.vanillabalance.com). However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. In the event that your Card Account is cancelled, closed, or terminated by us for any reason, you may request that the Card value be returned to you by cheque as long as you return the Card to Vanilla Visa Gift Card Customer Service, Suite 346, 1 Queens Road, Melbourne, Victoria 3004, and provide your name and address. We reserve the right to refuse to return the Card value if it is less than \$1.00.

15. **Information About Your Right to Dispute Errors.** For disputed transactions with your Card, please notify us immediately by calling 1800 701 224. If the dispute is one for which, under the Visa Scheme Rules, we may claim a chargeback from the merchant, there are timeframes under those rules after the expiry of which no claim can be made or processed. The time limit generally applicable is 60 days after the disputed transaction was made. If the dispute relates to an error in your Card Account for which you assert that we are responsible, for example the same transaction processed, in error, more than once, we will investigate the error and within 21 days of receiving the relevant details of your complaint we will either advise you of the outcome of the investigation or that we need more time to complete our investigation. Unless there are exceptional circumstances we will complete our investigation within 45 days of your complaint, advise you of the outcome and the reasons for that outcome. In the unlikely event that your complaint cannot be resolved directly with us you can seek assistance from the Financial Ombudsman Service (FOS) if the complaint is eligible to be dealt with under that service. You can contact them by calling 1300 780 808 or Financial Ombudsman Service, GPO Box 3, Melbourne VIC 3001.
16. **Privacy and Confidentiality.** We may collect personal information about you to verify your address for Internet, mail, and phone order purchases. We may also collect personal information in the event you raise a dispute with us regarding a transaction, in which case certain personal information will be collected and used for the purpose of resolving your dispute. This information may be disclosed to our contractors and to other service providers some of whom may be outside Australia. You can access any personal information that may be collected by calling Customer Service at 1800 701 224. You agree that from time to time, without further notice to you, we may monitor and/or record telephone calls and electronic communications between you and us to assure the quality of our customer service or as required by applicable law. We may disclose information to third parties about your Card or the transactions you make:
  - (1) where it is necessary or helpful for completing transactions;
  - (2) in order to verify the existence and condition of your Card for a third party, such as a merchant;
  - (3) to utilise the services of third parties and affiliate entities who assist us in providing the Card and related services;
  - (4) in order to comply with a government agency, court order, or other legal or administrative reporting requirements;
  - (5) if you consent by giving us your written permission;
  - (6) if you owe us money or there are legal proceedings in connection with your Card, in which case information may be relayed to attorneys, accountants, collection bureaus, financial institutions, and others involved in collection, adjustment, settlement or reporting;
  - (7) in order to prevent, investigate or report possible illegal activity;
  - (8) in order to issue authorisations for transactions on the Card;
  - (9) as permitted by applicable law;
  - (10) to our employees, auditors, affiliates, parent and subsidiary companies, service providers, or attorneys as needed; or
  - (11) otherwise as necessary to fulfill our obligations under this Agreement.
17. **Customer Service.** For customer service or additional information regarding your Card, please contact us at: Vanilla Visa Gift Card Customer Service, Suite 346, 1 Queens Road, Melbourne, Victoria 3004 or 1800 701 224. Customer Service agents are available to answer your calls twenty-four (24) hours a day, seven (7) days a week.

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