

## **Online Ordering Terms and Conditions Who We Are**

This online ordering service (the "**Service**") is provided by Access Prepaid Australia Pty Ltd (ABN 47 145 452 044 AFSL 386 837) referred to as "**Access**" or "**we**" or "**us**" or "**our**". Our postal address is: PO Box 1653, North Sydney, NSW, 2060. You can also contact us via email [access\\_ecommerce@mastercard.com](mailto:access_ecommerce@mastercard.com)

## **What These Terms and Conditions Apply To**

These terms and conditions apply to the Service - which consists of an online ordering facility for:

- (a) Purchasing Multi-currency Cash Passport MasterCard Prepaid Currency Card (referred to as the "Multi-currency Cash Passport Card(s)"); and
- (b) Reloading Multi-currency Cash Passport Cards.

## **Use of the Service**

The Service is only available to individuals aged 18 years or over and who are resident in Australia. The Service may only be used to order the purchase or reload of a Multi-currency Cash Passport Card for holiday or business travel and not for speculative, investment or any other purposes.

By ordering the purchase or reload of a Multi-currency Cash Passport Card from us via this site, you confirm that you have read and understood these terms and conditions and agree to be bound by them and to comply with all applicable laws and regulations that apply to you. We may refuse to provide this Service to any person we believe is acting outside these terms and conditions. The Service is only available for the purchase or reload of Multi-currency Cash Passport Cards in the currencies listed and available from time to time on the Multi-currency Cash Passport eCommerce Portal.

All online orders are subject to a minimum aggregate value of AUD500.00 (the minimum for reloads of Cash Passport cards is AUD100.00) and a maximum aggregate value of AUD10, 000.00 within a 24 hour period. Availability of the Service may also be subject to further monetary limits, currency exchange restrictions and customers abiding by these terms and conditions. These limits are subject to change from time to time at Access's sole discretion.

## **Placing an Order**

To place an order, follow the instructions on the Cash Passport Online Portal ordering pages. You are able to correct errors on your order up to the point at which you click on the "Order Card" button on the "Confirm your card" page. The exchange rates we quote from time to time are subject to change. We will use the exchange rates (as set by us) that appear on the "Load your card" page at the time we receive your order.

You must provide the requested information for us to process your order. We reserve the right to request further information from you at any time to enable us to complete your order and / or to comply with regulatory requirements. Where we are not able to adequately confirm your identity to our satisfaction or where we believe that your order may breach our compliance policies we have the right to not accept your order, We will use various procedures to authenticate each transaction. By placing an order, you confirm that the details contained in the order are correct in all respects. The system will display a confirmation page (the "Thank You" page) setting out the details of your order. This confirms receipt of your order.

A contract between you and us is only formed when we receive your BPAY® payment for the correct amount and send you a confirmation email that your order has been accepted. Please print a copy of the confirmation page for your records and also print the confirmation email to bring to the Pick-up Location for collection, as it will be your only record of the transaction and printout presentation is a prerequisite before the order can be handed over. We may, at any time, decline to process your order or any part of your order for any reason including where insufficient or incorrect information has been provided, authentication has not been possible or an exchange rate has been quoted in error. You will be required to pay for the purchase or reload of a Cash Passport Card by subsequently making a payment via BPAY®. For any BPAY® payment you must make payment within 4 hours of

the placement of your order otherwise we may cancel your order.

### **Payment via BPAY®**

The purchase of a Cash Passport Card may be ordered between 30 days and 5 Business Days in advance of the collection date. Business Day means Monday to Friday excluding National Public Holidays and Bank Holidays in Melbourne and Sydney. Payments via BPAY® must be made from the account of the person obtaining the Service and not from a third party bank account.

### **Collecting Your Cash Passport Card**

Orders can be collected from the Pick-up Locations listed on the "Enter your details" page. Collection is subject to the opening times of the Pick-up Location. Please remember to allow sufficient time to make your collection before departing.

At the time of collection you will need to produce the following:

- 1) a print out of your confirmation email or your order confirmation number; and
- 2) One of either a current passport, or a current Australian driver's licence.

The name on your confirmation must match the identification you present at the time of collection.

Only the person who is named as the customer in the order may collect an order. You will be required to sign for your order at the time you collect it.

*The above requirements are in place to comply with regulatory requirements and/or to protect you from fraud. If you are not able to produce the above items at the time of collection we may not be able to provide you with your order and your order may be cancelled by us.*

### **Fees and Charges**

The total sum payable by you for the issue of the Multi-currency Cash Passport Card you are purchasing will be shown on the "Order Summary" and "Thank You" page. Multi-currency Cash Passport Cards are subject to various fees and exchange rates and these are set out in detail in the relevant Multi-currency Cash Passport Product Disclosure Statement.

### **Cash Passport Card Product Disclosure Statement and Terms and Conditions**

In addition to these Cash Passport Online Ordering Terms and Conditions you must read and agree to the Terms and Conditions which apply to the Multi-currency Cash Passport Card (to the extent you purchase an applicable product).

Multi-currency Cash Passport Cards are also subject to the relevant Product Disclosure Statement and Terms and Conditions and by submitting this order you acknowledge that you have received the relevant Product Disclosure Statement and have read, agreed to and will be bound by the relevant Terms and Conditions as set out in the relevant Product Disclosure Statement.

By ordering a Cash Passport Card from us and using the Service you agree to receive the relevant Multi-currency Cash Passport Card Product Disclosure Statement and Access's Financial Services Guide online.

### **Your Right to Cancel**

An order can be cancelled at any time prior to collection subject to the process set out below and your payment of the cancellation Administration Fee of \$50 as well your payment to cover any foreign exchange loss suffered by Access (if applicable).

To cancel an order you must notify us either by fax or email (as set out below), you will also need to provide your details and your Transaction Reference Number. Please note that for the purposes of calculating whether there has been any foreign exchange loss suffered by Access we will use the Market Ask Rate plus a margin of 1% (being an approximation of Access's cost to repurchase that currency on the relevant day) which may result in a foreign exchange loss to Access which we will pass on to you. In addition you will be charged an Administration Fee of \$50. "Market Ask Rate" means, on any business day, the "Ask" rate, for the relevant currency, selected by Access from those displayed by Reuters between the hours of 7.00 am and 9.00 am (AEST) on that business day. For days which are National public holidays in Australia or weekends, the rate used will be the "Ask" rate from those displayed by Reuters at any time on the previous business day. Access reserves the right to update the Market Ask Rate used in the case of a significant movement in the rate displayed by Reuters on the relevant day.

Access will then contact your designated 'pick-up' location and instruct them to return the goods to Access. Once the goods have been returned to Access, we will email you with confirmation of the cancellation and the breakdown of the foreign exchange loss and the Administration Fee. The email will also provide instructions on how to pay the Administration Fee and potential foreign exchange loss via BPAY® by using your original Transaction Reference Number. Access will then process your refund by reversing your original BPAY® payment to your Bank Account however it may take up to 14 days due to the banking system to credit your Bank Account. Please note that refunds can only be made after you have paid the Administration Fee and any Foreign Exchange Loss. Due to security reasons BPAY® refunds can only be made back to the originating account. Please note that it is your responsibility to ensure that you have provided us with your correct banking details, including the correct BSB and account number. In the event you have provided us with incorrect banking details, it may not be possible for us to recover the funds from the unintended recipient. Email:

[access\\_ecommerce@mastercard.com](mailto:access_ecommerce@mastercard.com)

The provisions of this cancellation clause do not affect your statutory rights and do not apply to the extent they would reduce your statutory rights.

In relation to the purchase of a new card and in the event we are unable to contact you, despite our reasonable efforts, within 90 days of the day you place your order and you have not cancelled your order in accordance with the above process or have not collected your Multi-currency Cash Passport Card then we will cancel your order and any funds held by us at that time will become the property of Access.

### **Reloads of Cash Passport Cards**

In order to reload your existing Cash Passport Card via this online ordering facility you will need to complete the following steps:

1. Select Reload Your Card from the Homepage;
2. Enter your 16 digit Cash Passport Card number, your Name & email address
3. Select the Currency of the purse you would like to load and enter the amount you want to reload (there is a minimum reload amount of AUD100.00 and a maximum AUD10,000.00 These limits are also subject to various Card Limits as set out in the terms and conditions that apply to your Multi-currency Cash Passport Card);
4. Agree to these terms and conditions; and
5. Pay for the reload by subsequently making a payment via BPAY® within 4 hours of the placement of your order (otherwise we may cancel your order).\

You are able to correct errors on your order up to the point at which you click on the "Complete your reload" button on the "Confirm Reload" page. The amount payable as well as the exchange rate used will be shown on the "Reload amount" page and will also be set out in the email confirmation that we send you. The exchange rates we quote are subject to change. We will use the exchange rate (as set by us) that appears on the "Reload amount" page at the time we receive your order. We may charge you a commission for reloads, up to a maximum of 1.1% of the reload amount (e.g. if you reload an amount of \$1,000 and a 1.1% commission applied you would be charged \$11 (\$1,000 x 1.1%)). If a commission applies this will be clearly shown on the "Confirm reload" page and will be included in the total shown on that page.

As noted above, payments via BPAY® must be made from the account of the Cash Passport card holder and not from a third party bank account.

Once we receive your BPAY® payment for the reload we will then load your nominated Cash Passport with the relevant funds in 2 to 3 Business Days. Once we have reloaded your card we will send a further email to the email address you have provided to confirm that your reload has been processed.

### **Complaints**

If you have any comments or complaints please contact us via email on [ServiceQuality@mastercard.com](mailto:ServiceQuality@mastercard.com)

Details about our complaints policy and how to lodge a complaint are also set out in the Multicurrency Cash Passport Product Disclosure Statement.

### **Personal Information and Security**

We use secure server software to make our Internet transactions secure. Please click on this link [Privacy Policy](#) to find out how we may use and disclose your personal information.

You agree that all information provided by you is true and correct, that any material information will not be withheld and you will provide us with any additional information that may be required by us. Access may require additional information from you in order to comply with regulatory requirements.

### **Limiting Our Liability**

We use reasonable care and skill in providing the Service. However, we shall not be liable to you for the following:

1. If we are unable to perform any of our obligations to you due to failure of any technical systems or for any other reasons beyond our reasonable control including, amongst other things, war, terrorism, government action, natural disaster, or industrial dispute;
  2. In the event you provide us with incorrect banking details, including but not limited to BSB and/or account numbers, when processing the return of any funds to you;
  3. For any damage to your computer equipment as a result of using this website or the Service;
- or
4. For any indirect or consequential losses, claims or damages suffered by you or incurred from your use of the website or the Service however caused.

Our maximum liability to you in respect of each use of the Service for the purchase or reload of a Cash Passport Card shall be to refund the purchase price of that order. The disclaimers and limitations of liability in these terms shall not apply to any damages arising from death or personal injury caused by the negligence of Access or any of its employees or agents or for fraud. If any provisions of these terms including these disclaimers and limitations shall be unlawful or unenforceable then such provisions shall fall away and shall not affect the validity and enforceability of the remaining terms. These limitations do not apply to the extent they would lessen your statutory rights.

### **Changes and Updates to these Terms and Conditions**

We may at any time with immediate effect, in respect of future orders, change or withdraw the website, the Service and these terms without liability to you. If we revise these terms, we will post the revised version on our website at [www.cashpassport.com.au](http://www.cashpassport.com.au) By using the Service or placing orders after we have changed these terms, you will be accepting the changes.

### **Third Party Rights**

When you place an order for the purchase or reload of a Cash Passport Card we are entering a contract with you personally. Nothing in these terms will confer any benefit, or any right to enforce these terms, on any third party.

### **Law and Jurisdiction**

Our relationship shall be governed and interpreted in accordance with the laws in the State of New South Wales. Any dispute, which cannot be resolved between us, shall be resolved in the courts of New South Wales.

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