## **Online Ordering Terms and Conditions**

## Who We Are

This online ordering service (the "Service") is provided by MasterCard Prepaid Management Services Australia Pty Ltd (ABN 47 145 452 044 AFSL 386 837) referred to as "MasterCard Prepaid" or "we" or "us" or "our".

## What These Terms and Conditions Apply To

These terms and conditions apply to the Service - which consists of an online ordering facility for purchasing, loading and other online services relating to the Multi-currency Cash Passport ("Cash Passport").

## **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 Cash Passport and not for speculative or investment purposes. By ordering the purchase or reload of Cash Passport 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 Cash Passport in the currencies listed and available from time to time.

All online orders are subject to the limits set out in the Product Disclosure Statement.

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 our sole discretion.

## **Placing an Order**

To place an order, follow the instructions on the online ordering pages. The exchange rates we quote from time to time are subject to change. 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 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 payment for the correct amount. Exchange rates for initial loads and subsequent reloads via this online ordering facility will be set at the prevailing exchange rate set out on the website at the time of your request, provided you follow the instructions and make payment within four hours. Where you do not make payment within four hours, the applicable exchange rate may differ to the exchange rate at the time of your request as it will be set at the prevailing exchange rate at the time the transaction is settled and not at the time of your request.

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 Cash Passport by subsequently making a payment via the methods we make available from time to time.

## Payment via Debit Card Load

Debit Card Loads can only be made using a MasterCard debit card or Visa debit card held in your name. We may, with or without notice and without incurring any liability to you suspend or decline a Debit Card Load transaction in order to comply with any laws or regulations in Australia or any other country (including to manage anti-money laundering or counter-terrorism financing risks). Funds loaded using Debit Card Load will be available for use instantly. Debit Card Loads are subject to the fees and limits set out in the Product Disclosure Statement.

# Payment via Bank Transfer

If you elect to make payment via Bank Transfer we will send instructions to your nominated email address. To make payments via Bank Transfer follow the instructions set out in that email. Payments via Bank Transfer must be made from the account of the facility holder and not from a third party bank account. For any Bank Transfer payment you must make payment within four (4) hours of placing the order. If you do not make payment within four (4) hours we may cancel your order. If we cancel your order we will refund the cost of the transaction to you. Once we receive your payment via Bank Transfer we will then load your facility with the relevant funds within two Business Days if you load before 2pm on a Business Day. IT IS IMPORTANT THAT YOU ENTER THE CORRECT BSB NUMBER AND ACCOUNT DETAILS WHEN YOU INITIATE A BANK TRANSFER PAYMENT FROM YOUR INTERNET BANKING FACILITY. IF YOU ENTER AN INCORRECT BSB OR ACCOUNT NUMBER FUNDS MAY BE CREDITED TO AN UNINTENDED RECIPIENT AND IT MAY NOT BE POSSIBLE TO RECOVER THOSE FUNDS.

## Payment via BPAY®

If you elect to make payment via BPAY<sup>®</sup> we will send instructions to your nominated email address. To make payment via BPAY<sup>®</sup> follow the instructions set out in that email. Payments via BPAY<sup>®</sup> must be made from the account of the Cash Passport holder and not from a third party bank account. For any BPAY<sup>®</sup> payment you must make payment within four (4) hours of placing the order. If you do not make payment within four (4) hours we may cancel your order. If we cancel your order we will refund the cost of the transaction to you. Once we receive your BPAY<sup>®</sup> payment for a load or reload we will then load your Cash Passport with the relevant funds within 2 to 3 Business Days.

## **Product Disclosure Statement and Terms and Conditions**

In addition to these Online Ordering Terms and Conditions you must read and agree to Product Disclosure Statement and Terms and Conditions. By submitting this order you acknowledge that you have received, read and agree to and will be bound by the Product Disclosure Statement and Terms and Conditions.

# **Reloads of Cash Passport**

The exchange rates we quote are subject to change. We will use the exchange rate (as set by us) that appears on the page at the time we receive your order. We may charge you a commission for reloads as set out in the Product Disclosure Statement.

# Complaints

If you have any comments or complaints please contact us via email on <u>Prepaidmgmt\_Globalcomplaints@mastercard.com</u>. Details about our complaints policy and how to lodge a complaint are also set out in the Product Disclosure Statement.

# **Personal Information and Security**

We use secure server software to make our Internet transactions secure. You agree to our Privacy Policy available on the website which outlines 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. We 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;

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 load or reload of Cash Passport 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 us or any of our 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 this website. 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 load or reload of Cash Passport 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.