

EFTPOS PREPAID CARD

Low Value

Conditions of Use (Valid from 1.08.2012)

1. BEFORE YOU USE YOUR PREPAID CARD AND INTRODUCTION

Please read these Conditions of Use. They apply to all transactions that are initiated through an Electronic Banking Terminal (which in these Conditions of Use refers to eftpos Devices) by the use of your Prepaid Card.

The first time that you use your Prepaid Card or when you activate your Prepaid Card, you agree to abide by these Conditions of Use. Therefore, these Conditions of Use should be read carefully. We suggest that you seek advice if you do not understand any information contained within these Conditions of Use or how they apply to you. Once you accept these Conditions of Use, they will apply to your use of your Prepaid Card.

If you fail to properly safeguard your Prepaid Card or PIN (for example, by ignoring the important points set out in sections 7 and 8 below) you may increase your liability for unauthorised use (refer to section 14 for a list of circumstances where you may be held liable for unauthorised use of your Prepaid Card).

Words that are capitalised are defined in section 20 below.

2. CARD ISSUER AND IREFER123 CARD PROGRAM

IPay Marketing Pty Ltd ABN 50 129 701 613 (“iRefer123”) is the issuer of the Prepaid Card. By activating your Prepaid Card, you are entering into a contract with iRefer123.

You may use your Prepaid Card anywhere in Australia where prepaid eftpos cards are accepted, though under no circumstances will we warrant this usage.

However, you acknowledge and agree that only if you participate in the iRefer123 Rewards Program and use your Prepaid Card to successfully pay for goods and services at Participating Merchants will you qualify for Cash Rewards. Your participation in the iRefer123 Rewards Program (including your ability to earn Cash Rewards by using your Prepaid Card and your ability to redeem any Cash Rewards that you earn) is not governed by these Conditions of Use. For details about the iRefer123 Rewards Program (including your ability to earn Cash Rewards by using your Prepaid Card), refer to the Members Terms and Conditions, located at www.irefer123.com.

3. SIGNING YOUR PREPAID CARD

You agree to sign your Prepaid Card as soon as you receive it and before using it, as a means of preventing unauthorised use.

4. USING YOUR PREPAID CARD

The Prepaid Card allows purchases and payments to be made wherever eftpos prepaid cards are accepted in Australia. The Prepaid Card can only access the Value that is loaded (added) onto the Prepaid Card. It is not a credit card and it is not linked to a separate deposit account.

You can only spend up to the Value of cleared funds stored on your Prepaid Card. The Prepaid Card is Reloadable, which means extra funds can be added to it, until the expiry of the Prepaid Card (refer to section 10 below).

The Prepaid Card **cannot** be used to withdraw cash at ATMs.

iRefer123 will debit (deduct) from the Value the amount of any transaction you authorise using your

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Prepaid Card against the balance stored on your Prepaid Card.

iRefer123 will (in the first instance) consider a transaction as having been authorised by you when:

- you conduct an Electronic Transaction;
- your Prepaid Card is used to conduct an Electronic Transaction; or
- your Prepaid Card, together with the PIN is used in conjunction with electronic equipment.

When using your Prepaid Card to complete an Electronic Transaction, press the “cheque” or “savings” button on the relevant terminal.

There is no daily or other periodic limit on the total value of transactions you can make using your Prepaid Card at eftpos Devices, as long as:

- the necessary Value is available;
- the Expiry Date has not been reached; and
- the Prepaid Card has not been suspended or cancelled.

5. LIMITATIONS OF YOUR PREPAID CARD

You may use your Prepaid Card in accordance with section 4 above, subject to the following limitations:

- some merchants may choose not to accept eftpos prepaid cards. **You should always check with the merchant that it will accept your Prepaid Card before you attempt to purchase any goods or services.** iRefer123 does not warrant or accept any responsibility if an Electronic Banking Terminal does not accept your Prepaid Card;
- merchants and ATM providers may set their own transaction limits;
- the Prepaid Card cannot be used to make purchases overseas, on the internet or over the telephone;
- you cannot use the account number and BSB associated with your Prepaid Card to arrange direct debiting of amounts from your Prepaid Card balance (either by regular direct debits or by using your financial institution’s “Pay Anyone” facility);
- the Prepaid Card cannot be used to make or complete a transaction that exceeds the Value that is stored on your Prepaid Card from time to time. Any attempted transaction that you make that is in excess of the Value stored on your Prepaid Card at that time will be rejected. In these circumstances, a No Funds Fee will apply (see section 11 below);
- iRefer123 is not responsible in the event that you have a dispute regarding the goods or services purchased using your Prepaid Card. In the first instance, you must directly contact the merchant from whom you purchased the goods or services. If you cannot resolve the dispute with the merchant, iRefer123 has the ability in certain circumstances to investigate the disputed transaction on your behalf (refer to section 16 below for a list of the circumstances when iRefer123 can investigate a disputed transaction) and attempt to obtain a refund for you; and
- fraudulent transactions can occur on your Prepaid Card. Where you advise iRefer123 that a transaction that has been debited (deducted) is fraudulent, unauthorised or disputed, iRefer123 will investigate and review that transaction in accordance with section 16 of these Conditions of Use.

You acknowledge and agree that you will not earn any interest on any Value that is stored on your Prepaid Card from time to time.

6. ACTIVATING THE PREPAID CARD

After successful application for a Prepaid Card, you will be required to activate your Prepaid Card before being able to use your Prepaid Card.

To activate your Prepaid Card, you will need to go online at www.iRefer123.com/card and follow the prompts.

7. PERSONAL IDENTIFICATION NUMBER (PIN) SECRECY

In order to avoid liability for loss arising from unauthorised transactions, we **strongly recommend** that:

- you not record your PIN on your Prepaid Card or on anything with or near your Prepaid Card;
- you not tell anyone (including any family member or friend) your PIN and try to prevent anyone else from seeing your PIN;
- you try to prevent anyone else seeing you enter your PIN into an Electronic Banking Terminal; and
- if you think that your PIN has become known to someone else, you must notify iRefer123 immediately.

If you forget your PIN, you are able to reset it by going online to **www.iRefer123.com/card** and following the prompts (refer to section 9 below). In these circumstances, a PIN Change Fee applies (refer to section 11 below). If an incorrect PIN is entered three times when a transaction is attempted using your Prepaid Card, your Prepaid Card will be temporarily suspended for up to 24 hours.

8. IMPORTANT POINTS TO REMEMBER TO SAFEGUARD YOUR PREPAID CARD

Important information you should consider:

- no-one from iRefer123 or any merchant will ever ask you for your PIN, therefore, you should never disclose it to anyone either verbally, in writing or electronically;
- do not access iRefer123's website via an email link embedded in an email. Always access the website directly from your internet browser;
- cover your hand when entering your PIN at an Electronic Banking Terminal;
- do not allow anyone to swipe your Prepaid Card when it is not in full sight of you;
- maintain up-to-date anti-virus software and a firewall on your computer;
- don't choose a PIN that is easily identified with you, e.g. your date of birth, an alphabetical code which is recognisable part of your name or your car registration;
- don't choose a PIN that is merely a group of repeated numbers;
- never lend your Prepaid Card to anyone;
- never leave your Prepaid Card unattended, e.g. in your car or at work;
- examine your card activity regularly to identify and report, as soon as possible, any instances of unauthorised use;
- immediately report the lost, theft or unauthorised use of your Prepaid Card to iRefer123; and
- for security reasons, on the Expiry Date destroy your Prepaid Card by cutting it diagonally in half.

9. REPORTING THE LOSS OR THEFT OF YOUR PREPAID CARD

By Website

If you believe your PIN record has been lost or stolen or your PIN has become known to someone else, you should **IMMEDIATELY** logon to **www.iRefer123.com/card** and select "change your PIN", and follow the prompts. A PIN Change Fee applies in circumstances where you change your PIN (refer to section 0 below).

If you believe your Prepaid Card has been lost or stolen, you should **IMMEDIATELY** logon to **www.iRefer123.com/card** and select "lost and stolen card" and follow the prompts. This will place a stop on your Prepaid Card.

By Telephone

Alternatively, if you believe your Prepaid Card or PIN record has been lost or stolen, or your PIN has become known to someone else, you should **IMMEDIATELY** report this by:

Contacting iRefer123 on 1300 788 273 during business hours Monday-Friday 9am-5pm

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After you notify iRefer123, iRefer123 will place a stop on your Prepaid Card.

Notification Requirements

If you cannot reasonably notify iRefer123 in accordance with one of the methods described above, any losses occurring due to non-notification whilst the website or phone number referred to above is non-operational will be the liability of iRefer123. To avoid further losses you are required to continue to try to contact iRefer123 either through the website or the phone number referred to above. Providing you continue to try to contact iRefer123 as is reasonable in your circumstances, iRefer123 will continue to be liable for any loss occurring on your Prepaid Card. If you do not try to contact iRefer123 as is reasonable in your circumstances, then you may become liable for any losses occurring on your Prepaid Card in accordance with section 14 below.

Procedure – Card Suspension

iRefer123 will use its best endeavours to contact you within 72 hours from when a stop was placed on your Prepaid Card to arrange either a replacement card to be issued to you or for your Prepaid Card to be reactivated in circumstances where you have found it. After a stop has been placed on your Prepaid Card, you will not be able to, and you must not attempt to, use your Prepaid Card until you have spoken with iRefer123 to reactivate or replace your Prepaid Card (even if you have found your Prepaid Card).

In some circumstances, your Prepaid Card may be used for store purchases which are below Floor Limits and where no electronic approval is required. If you use your Prepaid Card after a stop has been placed on your Prepaid Card, you will be liable to iRefer123 for the Value of any transaction as well as any reasonable costs incurred by iRefer123 in collecting the amount owing.

Procedure – Card Replacement

Once a replacement Prepaid Card is issued to you, the Value remaining on your lost or stolen Prepaid Card will be transferred to your new Prepaid Card less any unauthorised transactions for which you are liable (refer to section 14 for a list of circumstances where you may be held liable for unauthorised transactions) and the Prepaid Card Replacement Fee (refer to section 11 below).

You must give iRefer123 a reasonable time to arrange cancellation and the issue of a replacement Prepaid Card.

10. LOADING VALUE

Cardholder Loads

You can load (add) your own funds onto your Prepaid Card. Each time you complete a load transaction, you will be charged a Card Load Fee (see section 11 below).

To load (add funds) via Direct Credit (through your Australian financial institution and sometimes called "Pay Anyone"), **use the BSB and account number that appears on the reverse side of your Prepaid Card and the exact name you used when you activated your Prepaid Card.**

After you conduct a load, it can take up to 3 Business Days for your funds to be available for use on your Prepaid Card. Loads conducted via Direct Credit are not processed over the weekend or public holidays.

The minimum value that you can load (add) to your Prepaid Card via Direct Credit is \$50.00.

Card Activation Fee: a one off fee of \$1.50 plus GST will be deducted on the initial load onto your Prepaid Card by iRefer123. This fee is in addition to the load fees set out below.

Rewards Loads by iRefer123

iRefer123 Pty Ltd operates the iRefer123 Rewards Program. iRefer123 Pty Ltd has agreed to allow you to use your Prepaid Card as a mechanism for converting any Cash Rewards that you have accrued in

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accordance with the iRefer123 Rewards Program into value, that will be loaded (added) onto your Prepaid Card. Each time you convert your Cash Rewards into value, you will be charged a Reward Load Fee (see section 11 below).

To request iRefer123 Pty Ltd to load your Cash Rewards onto your Prepaid Card, contact iRefer123 Pty Ltd. For the terms and conditions that apply in relation to your participation in the iRefer123 Rewards Program (including any limits or restrictions that apply in relation to you requesting for your Cash Rewards to be loaded onto your Prepaid Card), refer to the Members Terms and Conditions, located at www.irefer123.com

By iRefer123

iRefer123 Pty Ltd may also elect for other rewards, commissions or benefits that you have earned in accordance with the iRefer123 Rewards Program to be loaded (added) onto your Prepaid Card. Each time a load is performed by iRefer123 Pty Ltd, you will be charged a Card Load Fee (see section 11 below).

Conditions that apply for any loads

The total Value that may be loaded (added) onto your Prepaid Card at any one time cannot exceed the Prepaid Card Limit. Any attempted load that would take the Prepaid Card Value over the Prepaid Card Limit at any one time will be rejected in full. To avoid this, iRefer123 recommends that you regularly check your balance online. See section 15 below for details on how to check your balance online.

11. FEES AND CHARGES

The following standard fees and charges apply. You agree to pay to iRefer123 all fees and charges that are set out in these Conditions of Use. iRefer123 will deduct these fees and charges from your Prepaid Card by debiting (deducting) the amount of the fee or charge in accordance with this section 11. **All fees and charges that are set out in this section 11 are inclusive of GST.**

If you consider iRefer123 has incorrectly charged you a fee or charge, you may dispute this by contacting iRefer123 in accordance with section 16. Any incorrectly charged fee or charge will be reversed by iRefer123. iRefer123 may choose to waive or reduce any of the fees set out below.

LOADING AND TRANSACTION FEES	
Card Load Fee: deducted from your Prepaid Card at the same time the load transaction is credited (added) to your Prepaid Card. Refer to section 10 above.	\$1.50 per load
Reward Load Fee: deducted from your Prepaid Card at the same time the load transaction is credited (added) to your Prepaid Card. Refer to section 10 above.	\$0.50 per load
Purchase Transaction Fee: deducted from your Prepaid Card at the same time you successfully use your Prepaid Card at an eftpos Device to make a payment.	\$0.50 per transaction
No Funds Fee: deducted from your Prepaid Card at the same time you attempt to use your Prepaid Card at an eftpos device, but that transaction is declined because there are insufficient funds available on your Prepaid Card.	\$0.25 per transaction
PIN CHANGE	
PIN Change Fee: deducted from your Prepaid Card at the same	\$0.15 per PIN change

time you reset your PIN (refer to section 9 above).	
OTHER FEES	
Cancellation Fee: (refer to section 13 below)	Refer to section 13 below
Prepaid Card Replacement Fee: (refer section 9 above and 12 below)	\$5.00 per Prepaid Card
Expiry Fee: (refer to section 12 below)	Refer to section 12 below.
Dormancy Fee: payable on the last day of each month or part thereof after your Prepaid Card has expired or been cancelled but where Value still remains on your Prepaid Card (refer to sections 12 and 13 below).	\$3.00 per Month

12. CARD EXPIRY

The Prepaid Card is valid until the Expiry Date. You must use all available Value by the Expiry Date to ensure you receive the benefit of the Value.

Prior to the Expiry Date, you may contact iRefer123 and request that a new Prepaid Card be distributed to you. In these circumstances you may be charged a Prepaid Card Replacement Fee (refer to section 11 above) but will not be charged a fee associated with transferring any Value remaining on your existing Prepaid Card to the new Prepaid Card.

Prior to the Expiry Date of your Prepaid Card, you should ensure that you use all Value that is remaining on your Prepaid Card.

On the Expiry Date we will stop your Prepaid Card and you will no longer be able to use it.

If on the Expiry Date, Value remains on your Prepaid Card, then:

- if this Value is less than or equal to \$20.00, you will be charged an Expiry Fee equal to the Value remaining on your Prepaid Card. For example, if the Value remaining on your Prepaid Card on the Expiry Date is \$7.22, on the Expiry Date we will charge you an Expiry Fee equal to \$7.22; or
- if this Value is greater than \$20.00, then iRefer123 will make reasonable attempt to contact you to arrange for the Value remaining on your Prepaid Card to be returned to you.

If after 6 months after the Expiry Date iRefer123 has not been able to contact you after reasonable enquiries have been made in order for iRefer123 to return the Value remaining on your Prepaid Card to you (less the monthly Dormancy Fees), then all funds held will be forfeited to iRefer123. If you subsequently contact iRefer123 within two (2) years after the Expiry Date and request a refund, iRefer123 will refund the remaining Value owing to you, less the monthly Dormancy Fees.

During the period from the Expiry Date to the date that is 2 years after the Expiry Date, iRefer123 will continue to charge you a monthly Dormancy Fee (refer to section 11 above) should Value remain on your Prepaid Card.

You must not use your Prepaid Card after the Expiry Date shown. In some circumstances your Prepaid Card may be used for store purchases which are below Floor Limits and where no electronic approvals are in place. If you use your Prepaid Card after the Expiry Date in these circumstances then you will be liable to iRefer123 for the Value of any transaction as well as any reasonable costs incurred by iRefer123 in collecting the amount owing.

13. CANCELLATION OF YOUR CARD

The Prepaid Card always remains the property of iRefer123.

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iRefer123 may cancel and demand the return of the Prepaid Card issued to you at any time:

- for security reasons and to protect the remaining Value where the Prepaid Card has been or is reasonable suspected by iRefer123 to have been compromised and such compromise has been caused directly by you or third parties as a result of your conduct; or
- if you breach these Conditions of Use and that breach is of a serious nature.

If these circumstances arise, iRefer123 will notify you that your Prepaid Card has been cancelled.

You may cancel your Prepaid Card at any time by giving iRefer123 notice in writing or by telephone. Prior to the cancellation of your Prepaid Card, you should ensure that you use all Value that is remaining on your Prepaid Card

You will no longer be able to use your Prepaid Card from the Cancellation Date.

The date that your Prepaid Card is cancelled by iRefer123 or you in accordance with this section 13 is referred to as the Cancellation Date.

If on the Cancellation Date Value remains on your Prepaid Card then:

- if this Value is less than or equal to \$20.00, you will be charged a Cancellation Fee equal to the Value remaining on your Prepaid Card. For example, if the Value remaining on your Prepaid Card on the Cancellation Date is \$7.22, on the Cancellation Date, iRefer123 will charge you an Expiry Fee equal to \$7.22; or
- if this Value is greater than \$20.00, then iRefer123 make reasonable attempts to contact you to arrange for the Value remaining on your Prepaid Card to be returned to you.

If after 6 months after the Cancellation Date iRefer123 has not been able to contact you after reasonable enquiries have been made in order for iRefer123 to return the Value remaining on your Prepaid Card to you (less the monthly Dormancy Fee), then all funds held will be forfeited to us. If you subsequently contact iRefer123 within 2 years after the Cancellation Date and request a refund, iRefer123 will refund the balance to you less the monthly Dormancy Fee. During the period from the Cancellation Date to the date that is 2 years after the Cancellation Date, iRefer123 will continue to charge you a monthly Dormancy Fee (refer to section 0 above) should Value remain on your Prepaid Card.

You must not use your Prepaid Card after the Cancellation Date. In some circumstances your Prepaid Card may be used for store purchases which are below Floor Limits and where no electronic approvals are in place. If you use your Prepaid Card after the Cancellation Date in these circumstances then you will be liable to iRefer123 for the Value of any transaction as well as any reasonable costs incurred by iRefer123 in collecting the amounts owing.

14. YOUR LIABILITY IN CASE YOUR PREPAID CARD IS LOST OR STOLEN OR IN CASE OF UNAUTHORISED USE

- (1) You are not liable for any loss arising from an unauthorised transaction:
 - (a) before you have actually received your Prepaid Card or set your PIN online;
 - (b) after you have reported it lost or stolen under section 9;
 - (c) if you did not contribute to any unauthorised use of your Prepaid Card; or
 - (d) if the unauthorised transaction was made using your Prepaid Card information without use of your actual Prepaid Card or PIN.
- (2) For the purpose of section 14(1)(a), there is a presumption that you did not receive your Prepaid Card unless iRefer123 can prove, by obtaining an acknowledgement of receipt from you, that you received the Prepaid Card.

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- (3) For the purpose of section 14(1)(c) iRefer123 will undertake an assessment to consider whether you have contributed to any loss caused by the unauthorised use of your Prepaid Card. This assessment will include, if applicable, a review of whether you:
- (a) voluntarily disclosed your PIN to anyone, including a family member or friend;
 - (b) voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal;
 - (c) wrote or indicated your PIN (without making any reasonable attempts to disguise the PIN) on your Prepaid Card or on any article carried with your Prepaid Card or likely to be lost or stolen at the same time as your Prepaid Card;
 - (d) allowed anyone else to use your Prepaid Card; or
 - (e) unreasonably delayed notification of:
 - (i) your Prepaid Card or PIN record being lost or stolen;
 - (ii) unauthorised use of your Prepaid Card; or
 - (iii) the fact that someone else knows your PIN.
- (4) If iRefer123 can prove on the balance of probability that you have contributed to the unauthorised use of your Prepaid Card under section 14(3), your liability will be the lesser of:
- (a) the actual loss when less than the Value stored on your Prepaid Card at that time the loss occurred;
 - (b) the actual loss at the time iRefer123 is notified of the loss or theft of your Prepaid Card;
 - (c) the Prepaid Card Limit; or
 - (d) the amount for which you would be held liable if any industry rules applied (if you wish to find out what industry rules apply to transaction made using your Prepaid Card, please contact iRefer123).
- (5) Where a PIN was required to perform an unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by unauthorised use of your Prepaid Card, your liability will be the lesser of:
- (a) \$150;
 - (b) the actual loss when less than the Value stored on your Prepaid Card at that time the loss occurred;
 - (c) the actual loss at the time iRefer123 is notified of the loss or theft of your Prepaid Card; or
 - (d) the amount for which you would be held liable if any industry rules applied (if you wish to find out what industry rules apply to transaction made using your Prepaid Card, please contact iRefer123).
- (6) In determining your liability under section 14:
- (a) iRefer123 will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred;
 - (b) the fact that your Prepaid Card is used with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss; and
 - (c) the use or security of any information required to perform a transaction that you are not required to keep secret (for example, the number on the front of your Prepaid Card, the account number and BSB on the back of your Prepaid Card and the Expiry Date) is not relevant to your liability.
- (7) Your liability for losses occurring as a result of unauthorised access will be determined under the EFT Code of Conduct (or the ePayments Code) as issued or replaced from time to time by the Australian Securities and Investments Commission. You can find a copy of the EFT Code

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(or the ePayments Code) on ASIC's website (www.asic.gov.au). The guidelines set out at sections 7 and 8 to safeguard your Prepaid Card are the minimum suggested security measures you should take. If you disagree with the process undertaken by iRefer123, you should contact iRefer123 and request a review of its decision in accordance with section 16 below.

15. **STATEMENT OF TRANSACTION HISTORY**

You may check the Value that is on your Prepaid Card and your transaction history, 24 hours a day 7 days a week, by visiting the Website. www.iRefer123.com/card

16. **RESOLVING ERRORS ON ACCOUNT STATEMENTS**

If you believe a transaction is wrong or unauthorised or your account statement contains any instances of unauthorised use or errors, you must immediately notify iRefer123 on Phone 1300 788 273. As soon as you can, you must also provide iRefer123 the following:

- your name and address and Prepaid Card number;
- details of the transaction or the error you consider is wrong or unauthorised;
- the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error;
- details of whether your Prepaid Card is signed and your PIN secure; and
- any other details that iRefer123 requires.

If iRefer123 is unable to settle your complaint immediately to your satisfaction, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 days of receiving these further relevant details from you, iRefer123 will:

- advise you in writing of the results of its investigations; or
- advise you in writing that it requires further time (not exceeding a further 24 days) to complete its investigation.

However, if your complaint is settled to your satisfaction within 5 Business Days of receiving the relevant details from you, iRefer123 may advise you of the outcome by means other than in writing. If you wish, you may request that iRefer123 provides you with a written response.

Where an investigation continues beyond 45 days, iRefer123 will provide you with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, except in cases where iRefer123 is waiting for a response from you and you have been advised that iRefer123 requires such a response.

An investigation will continue beyond 45 days only in exceptional circumstances, for example, if there are delays caused by other financial institutions or foreign merchants involved in resolving the complaint or in circumstances where your Financial Institution investigates the relevant transaction under applicable industry scheme rules.

iRefer123 has the ability to investigate any disputed transactions which occurs on your Prepaid Card. You may wish to dispute a transaction in circumstances where:

- the transaction is not recognised by you;

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- you did not authorise the transaction;
- you did not receive the goods or services to which the transaction relates;
- the transaction amount differs to the purchase amount; or
- you believe a transaction has been duplicated.

If iRefer123 finds that an error was made or that you are not liable for the transaction in accordance with the terms set out in section 14 above, then iRefer123 will make the appropriate adjustments to your Prepaid Card and will advise you in writing of the amount of the adjustment.

Where possible, iRefer123 will attempt to recover funds from the relevant merchant's bank via way of a chargeback where industry rules and regulations allow charge backs. Typically, iRefer123 will be able to chargeback a transaction where a transaction occurred offline (for example, a fallback transaction) and the relevant transaction is over the offline limit that has been set.

For details on what industry rules apply, please contact iRefer123.

17. PRIVACY AND INFORMATION COLLECTION

Collection of information

iRefer123 may collect your personal information:

- to provide information about a product or service;
- to consider your request for a product or service;
- to provide you with a product or service;
- to assist in arrangements with other organisations in relation to the promotion and provision of a product or service or suspend its operation until it is provided;
- to perform administrative and operational tasks (including systems development and testing, staff training, and market or customer satisfaction research);
- to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- as required by relevant laws and scheme rules.

Absence of relevant information

If you do not provide some or all of the information requested iRefer123 may be unable to provide you with a product or service.

Providing your information to others

iRefer123 may provide your information:

- to another member of its group;
- to any outsourced service providers (for example mailing houses, data switch service companies);
- to regulatory bodies, government agencies, law enforcement bodies and courts;
- to other parties as is authorised or required by law; or
- to participants in the payments system and other financial institutions for the purpose of resolving disputes, errors or other matters arising out of your use of the Prepaid Card or third parties using your Prepaid Card or card information.

Accessing your personal information

Subject to the provisions of the *Privacy Act 1988* (Cth), you may access any of your personal information at any time by calling iRefer123. iRefer123 may charge you a reasonable administration fee for access. This fee will be advised to you upfront in order for you to determine whether you wish to access your personal information. If you can show that information about you is not accurate, complete and up to date, iRefer123 will take reasonable steps to ensure it is corrected so that it is accurate,

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complete and up to date.

Collecting your sensitive information

iRefer123 will not collect sensitive information about you, such as health information, without your consent.

18. CHANGES TO THESE CONDITIONS OF USE

iRefer123 may only change, add or delete the terms and conditions set out in these Conditions of Use if iRefer123 provides you with at least 30 days notice of the change or variation. If you wish to cancel your Prepaid Card as a result of any change or variation we make to these Conditions of Use, you must contact us to cancel your Prepaid Card. In these circumstances you will not be charged any card cancellation fees or any fee in respect of us returning any Value remaining on your Prepaid Card to you.

Any notice we are required to give you concerning any changes to these Conditions of Use may be given to you by:

- a notice on electronic equipment (including the Website);
- press advertisements; or
- a letter.

Any notice or document may be given by us sending it to your last known address. If we send it to your last known address, it is taken to have been received on the date it would have been delivered in the ordinary course of the post.

A copy of the latest version of these Conditions of Use will be available at all times online at www.iRefer123.com/card at no cost to view.

19. OTHER GENERAL CONDITIONS

You may not assign your rights under these Conditions of Use to any other person. iRefer123 may assign its rights or transfer the contract to another person where such assignment is to a related party or third party where such third party has similar or more fair dispute resolution procedures than iRefer123. If iRefer123 transfers or assigns the rights under these Conditions of Use, these Conditions of Use will apply to the transferee or assignee as if it were named as iRefer123. If we assign these Conditions of Use, we will provide you with notice and you will be able to cancel your Prepaid Card as a result of this assignment without being charged any card cancellation fee or any fee in respect of us returning any Value remaining on your Prepaid Card to you.

20. DEFINITIONS

In this document, unless otherwise indicated:

APCA means the Australian Payments Clearing Association Limited ACN 055 136 519.

ATM means an automatic teller machine.

Business Day means a day that banking institutions are open in Brisbane, excluding Saturday, Sunday and public and bank holidays.

Cash Reward means the value of any cash-back rewards that you have earned by your participation in the iRefer123 Rewards Program.

iRefer123

Direct Credit (also known as Electronic Funds Transfer, EFT or Pay Anyone) enables you, through your Australian financial institution, to load Value from your nominated account onto your Prepaid Card.

eftpos means Electronic Funds Transfer Point of Sale and is used to describe the electronic payment system through which cardholders can make purchases from merchants in Australia by pressing “SAV” or “CHQ” at the merchant’s terminal.

eftpos Device means an Electronic Banking Terminal that is not an ATM, for example, a terminal that a merchant has available in store at which you may make electronic payments using a card acceptable to the merchant (for example, your Prepaid Card).

Electronic Banking Terminal means an eftpos Device.

Electronic Transaction means a transaction: (i) initiated by your instruction to purchase goods and/or services using the Prepaid Card and your PIN (or signature depending on the relevant authorisation requirement at the Electronic Banking Terminal); (ii) arising from use of your Prepaid Card; or (iii) arising from information stored on your Prepaid Card.

Expiry Date means the expiry date printed on the front of the Prepaid Card.

Floor Limit means an amount above which a payment using an eftpos Device requires approval (by iRefer123’s financial institution) as determined by the relevant merchant that accepts the payment and that merchant’s financial institution.

iRefer123 Rewards Program means the rewards program provided by iRefer123 Pty Ltd. Refer to the iRefer123 Rewards Program Terms and Conditions, located at www.irefer123.com

Participating Merchants means merchants and retailers who participate in the iRefer123 Rewards Program by providing a Cash Reward. Refer to the iRefer123 Rewards Program Terms and Conditions for further details.

PIN means the Personal Identification Number required to be entered by you when using the Prepaid Card for Electronic Transactions (except for transactions requiring a signature and transactions conducted over the internet). The PIN is set by you at the same time you activate your Prepaid Card and may be changed by you from time to time in accordance with section 9.

Prepaid Card means the eftpos prepaid Reloadable card issued by iRefer123 to you.

Prepaid Card Limit means the total Value that may be stored on a Prepaid Card at any one time, which as at the date of these Conditions of Use is \$1,000.

Reloadable means that additional value may be loaded (added) onto your Prepaid Card from time to time in accordance with these Conditions of Use and provided that the Value stored on your Prepaid Card does not exceed the Prepaid Card Limit.

Value means the monetary value stored on your Prepaid Card from time to time (expressed in Australian Dollars), that remains available to you.

We, us, our means iRefer123.

Website means www.iRefer123.com

21. INTERPRETATION

Reference to:

- one gender includes the other;

- the singular includes the plural and the plural includes the singular;
- a party named in these Conditions of Use includes the party's executors, administrators, successors and permitted assigns;
- money is referring to Australian Dollars unless otherwise stated;
- "Including" and similar expressions are not words of limitation;
- where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- headings and any table of contents or index are for convenience only and do not form part of these Conditions of Use or affect its interpretation;
- if an act must be done on a specified day which is not a Business Day, it must be done on the next business day.