

Transact2

EFTPOS PREPAID CARD

Low Value

Conditions of Use - TRANSACT2 Swipe2give Cardholders
(Valid from 1st September 2010)

BEFORE YOU USE YOUR CARD

Please read these Conditions of Use. These terms and conditions apply to all Swipe2give Cardholders. They apply to all transactions initiated by you through an Electronic Banking Terminal by the combined use of your Card and a PIN.

Your activation of the Card signifies your understanding and acceptance of these Conditions of Use.

If you fail to properly safeguard your Card and PIN you may increase your liability for unauthorised use.

If these Conditions of Use are not clear to you, contact Transact2 Pty Ltd ACN 126 590 609 (TRANSACT2) BEFORE using your Card.

1. INTRODUCTION

Generally speaking, these Conditions of Use apply to Cards when used in conjunction with a PIN in an Electronic Banking Terminal. However, they will also apply if you use your Card without a PIN. If your Card is used without a PIN your signature on the transaction receipt will be evidence that the transaction is valid and authorised by you.

In accepting a Card from TRANSACT2 you acknowledge that you have read, and understand these Conditions of Use and are obliged to comply with them.

2. SIGNING YOUR CARD

You agree to sign your Card as soon as you receive it and before using it, as a means of preventing unauthorised use. Your Card is valid only if it has been signed by you and if it is used before the Expiry Date.

3. THE CARD

The Card is Reloadable.

The Card allows purchases and payments to be made wherever prepaid EFTPOS cards are accepted, if a sufficient Value is stored on the Card. Please check with a particular merchant before using, some merchants may choose not to accept Eftpos prepaid cards.

The Card cannot be used by you to withdraw cash at ATMs or Eftpos terminals.

You acknowledge and agree that you will not earn any interest on any Value stored on your Card.

TRANSACT2 will debit against the Value any transaction you authorise using the Card.

TRANSACT2 will consider a transaction as having been authorised by you when:

- you conduct an Electronic Transaction using your Card;
- the Card, together with the PIN is used in conjunction with electronic equipment;
- you use the Card in conjunction with electronic equipment but do not need to use the PIN to perform the transaction;
- the Card is presented to a merchant along with a voucher or other document (in a form acceptable to TRANSACT2) signed by you; or
- when the Card is presented to a participating merchant (or someone else on behalf of a merchant) in a way acceptable to TRANSACT2.

You agree that you will not use your Card or participate in the Swipe2give Program for the purposes of conducting any illegal activities.

4. TRANSACT2 SWIPE 2 GIVE CARD PROGRAM

Your Card is linked to the Organisation that issued the Card to you.

To participate in the Swipe2give Program, you must present your Card at Participating Merchants. If you present your Card at Participating Merchants and meet or exceed the Minimum Spend (as set by the Participating Merchant), the Participating Merchant will give a Swipe2give Contribution to your Organisation.

When purchasing goods or services at the Participating Merchants, the Participating Merchant ultimately decides whether the Minimum Spend has been met and that the Swipe2give

Contribution can take place.

When using the Card for payment of goods and services at a Participating Merchant you acknowledge and agree that when the Minimum Spend is met or exceeded, this will automatically trigger the Swipe2give Contribution from the Participating Merchant to your Organisation.

When using another form of payment at a Participating Merchant (such as cash or another card) you acknowledge and agree that when the Minimum Spend is met or exceeded, you will need to swipe your Card through the EFTPOS device. Once your Card has been swiped through the EFTPOS device, this will automatically trigger the Swipe2give Contribution from your Participating Merchant to your Organisation. In these circumstances, you will not be charged any fees or charges for swiping your Card through the EFTPOS device and you are not required to maintain a minimum account balance on your Card.

You may use your 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 use your Card at Participating Merchants and meet the Minimum Spend will you qualify for the contribution to the Organisation linked to your Card.

Under no circumstances will TRANSACT2 provide credit or credit facilities to you through your participation in the Swipe2give Program.

5. ACTIVATING THE CARD

After successful application for a Card, you will be required to activate your Card before being able to use your Card. To activate your card, go online at www.swipe2give.com.au and follow the prompts. By activating your Card online you agree to be bound by all of the terms and conditions set out in these Conditions of Use as amended from time to time.

6. PERSONAL IDENTIFICATION NUMBER (PIN) SECRECY

You agree that:

- you will not record your PIN on your Card or on anything with or near your Card;
- you will not tell anyone your PIN or let anyone see it;
- you will 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 will notify TRANSACT2 immediately.

7. IMPORTANT POINTS TO REMEMBER TO SAFEGUARD YOUR CARD

Important information you should consider:

- no-one from TRANSACT2 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 TRANSACT2's website via an email link embedded in an email. Always access the website directly from your internet page;
- cover your hand when entering your PIN at an EFTPOS terminal;
- do not allow anyone to swipe your Card when it is not in full sight of you;
- maintain up-to-date anti-virus software

and a firewall on your computer;

- never lend your Card to anyone;
- never leave your Card unattended, e.g. in your car or at work;
- examine your account activity regularly to identify and report, as soon as possible, any instances of unauthorised use; and
- for security reasons, on the Expiry Date destroy your Card by cutting it diagonally in half.

8. REPORTING THE LOSS OR THEFT OF YOUR CARD

If you believe your Card has been lost or stolen, you should IMMEDIATELY go online to www.swipe2give.com.au and report this by placing a stop on your Card. To do this you select the tab "Lost/Stolen Card" and follow the instructions. Upon successful suspension of your Card, all transactions will be blocked and even if you should find your Card you will not be able to use it until you have spoken with TRANSACT2 to reactivate your card. Also upon successful suspension of your Card, an email will be automatically generated to TRANSACT2. TRANSACT2 will use its best endeavours to contact you within 24 hours of the next business day of when you placed the stop on your Card to arrange either a replacement card to be issued or your card to be reactivated in circumstances where you

have found it. You must give TRANSACT2 a reasonable time to arrange cancellation or the issue of a replacement Card. Should you believe that your PIN has become known to someone else you should IMMEDIATELY go online to www.swipe2give.com.au and select Change PIN/password, and follow the prompts to change your PIN (fees and charges apply – refer to paragraph 11). It is your responsibility to ensure your PIN is secure at all times and should not be disclosed to any one at any time (refer point 6 and 7).

You can contact us by email – admin@swipe2give.com.au or during business hours by phone on 1300 952 428.

A full summary of Card Support procedures can be found online at www.swipe2give.com.au.

9. USING YOUR CARD

The Card cannot be used to make or complete a transaction that exceeds the Value that is stored on your Card from time to time. Any attempted transaction that you make that is in excess of the Value stored on your Card at that time will be rejected. In these circumstances, fees may apply (see paragraph 11 below). The Card may be used as many times as desired as long as the necessary Value is available, the Expiry Date has not been reached and the Card has not been deactivated, suspended or cancelled.

TRANSACT2 does not warrant or accept any responsibility if an Electronic Banking Terminal does not accept your Card.

TRANSACT2 is not responsible in the event that you have a dispute regarding the goods or services purchased. You must contact the merchant directly in these circumstances.

Transactions will not necessarily be processed to your account on the same day they occur.

You will continue to be liable to TRANSACT2 for the value of any withdrawal or debit transaction occurring after you have closed Card account.

10. LOADING VALUE

Each time you complete a load transaction, you will be charged a fee (see paragraph 11 below).

You will be able to load Value onto your Card by using electronic funds transfer (EFT/Direct Credit) through your financial institution.

For Direct Credit, use BSB and account number that appears on the reverse side of your Card.

It can take up to 72 hours for your funds to be made available for use through Direct Credit.

The total Value that may be loaded onto your Card at any one time cannot exceed the Card Limit. Any attempted load that would take the Card Value over the Card Limit at any one time will be rejected in full (refer to paragraph 11 as Fees and Charges apply). To avoid this TRANSACT2 recommends that you regularly check your balance online.

11. FEES AND CHARGES

The following standard fees and charges apply. You agree to pay to TRANSACT2 all fees and charges that are set out in these Conditions of Use. You authorise TRANSACT2 to automatically deduct these fees and charges from your Card Value by debiting the Value at any time, without notice to you. All fees and charges that are set out in this paragraph 11 are inclusive of GST. TRANSACT2 reserve the right to vary these fees and charges from time to time and will give you a minimum of 21 days notice of such changes prior to them coming into effect. TRANSACT2 may give notice by any of the methods referred to in paragraph 22.

Initial Set up Purchase Refer to Organisation Activation Fee Free
Value Load Direct Credit \$0.30 per transaction
POS Transactions
POS Payment – Domestic \$0.55 per transaction
POS Enquiry/Refusal \$0.25 per transaction
Other PIN Reset \$0.15
Card Cancellation Fee Refer to paragraph 15
Renewal/Expiry/Replacement Card Replacement \$10 per Card
Account Closure \$10 (includes balance transfer by direct credit/cheque)

12. TRANSACTION LIMITS

TRANSACT2 may set limits on the minimum and maximum amounts that you may withdraw from Card Value on any one day.

Merchants offering EFTPOS facilities have the

right to impose conditions on the use of such facilities.

13. AUTHORISATIONS

You:

- acknowledge that TRANSACT2 has the right to refuse authorisation for you to effect any transaction for any reason; and
- agree that TRANSACT2 will not be liable to you or anyone else for any loss or damage that you or anyone else suffer as a result of TRANSACT2's refusal to authorise any transaction.

14. RENEWAL OF YOUR CARD

All card renewals, at the end of the Expiry Date, will be done through the Organisation that issued the card to you. Contact the Organisation that issued your card prior to the expiry date to organise a card renewal.

15. CARD EXPIRY

The Card is valid until the Expiry Date.

Prior to the Expiry Date you may request that the Value outstanding on your Card is electronically transferred to a nominated account by emailing admin@swipe2give.com.au and nominating your existing card number. TRANSACT2 will contact you to obtain the details of the account you wish the value to be transferred to (refer to paragraph 11 for Fees and Charges that apply)

If on the Expiry Date:

- any Value remains on your Card and that Value is less than \$20.00, you will be charged a Card Cancellation Fee equal to the Value remaining on your Card. For example, if on the Expiry Date \$18.25 remains on your Card, on the Expiry Date TRANSACT2 will charge you a Card Cancellation Fee equal to \$18.25; or
- any Value remains on your Card and that Value is greater than \$20.00, you will be charged a Card Cancellation Fee equal to \$20.00, and then all remaining funds on your Card will be sent by TRANSACT2 to your nominated Organisation. For example, if on the Expiry Date \$55.00 remains on your Card, on the Expiry Date TRANSACT2 will charge you a Card Cancellation Fee equal to \$20.00 and the remaining \$35.00 will be sent by TRANSACT2 to your nominated Organisation.

You must not use your Card:

- after the Expiry Date shown; or
- after the Card has been cancelled.

You will continue to be liable to reimburse TRANSACT2 for any indebtedness incurred through such use.

You must not use your Card:

- after the Expiry Date shown; or
- after the Card has been cancelled.

You will continue to be liable to reimburse TRANSACT2 for any indebtedness incurred through such use.

16. CANCELLATION AND RETURN OF YOUR CARD

The Card always remains the property of TRANSACT2.

TRANSACT2 may:

- (1) demand the return of the Card issued to you at any time;
- for security reasons; or
- if you breach these Conditions of Use; or
- (2) capture the Card at any Electronic Banking Terminal.

You may cancel your Card at any time by giving TRANSACT2 written notice. Cancellation of your card may not be effective until the card is returned to TRANSACT2.

You must return your Card to TRANSACT2 when:

- TRANSACT2 notifies you that it has cancelled your Card;
- you cancel your Card; or
- TRANSACT2 requests that it be returned for any other reason.

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

- (1) You are not liable for any unauthorised use of your Card:
 - (a) before you have actually received your Card and PIN and acknowledge receipt of your Card and PIN to TRANSACT2;
 - (b) after you have reported it lost or stolen; or
 - (c) if you did not contribute to any unauthorised use of your Card.
- (2) For the purpose of paragraph 17(1)(c) you will be taken to have contributed to any loss caused by unauthorised use of your Card if you:
 - (a) voluntarily disclose your PIN to anyone, including a family member or friend;
 - (b) voluntarily allow someone else to observe you entering your PIN into an Electronic Banking Terminal;
 - (c) write or indicate your PIN on your Card;
 - (d) write or indicate your PIN (without making

any reasonable attempt to disguise the PIN) on any article carried with your Card or likely to be lost or stolen at the same time as your Card; (e) allow anyone else to use your Card; or

(f) unreasonably delay notification of:
(i) your Card or PIN record being lost or stolen;
(ii) unauthorised use of your Card; or
(iii) the fact that someone else knows your PIN.

(3) If you are taken to have contributed to the unauthorised use of your Card under paragraph 17(2) your liability will be the lesser of:

(a) the actual loss when less than the Value of your Card;
(b) the Value of your Card; or
(c) an amount calculated by adding the actual losses incurred for each day, up to the current daily withdrawal limit on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your Card, up to and including the day you make your report.

(4) In determining liability under paragraph 17(3)(c):

(a) where your Card has been lost or stolen, the number of days will be calculated by reference to the day when you should reasonably have become aware that it was lost or stolen; and
(b) the currently daily withdrawal limit is the limit applicable at the time of the transaction by reference to the status and/or type of Electronic Banking Terminal at which the transaction occurred.

(5) Where a PIN was required to perform the unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by the unauthorised use of your Card, your liability will be the lesser of:

(i) \$150;
(ii) the Value on your Card;
(iii) the actual loss at the time TRANSACT2 is notified of the loss or theft of your Card.

(6) In determining your liability under paragraph 17(5):

(a) TRANSACT2 will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred; and
(b) the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss.

(7) The guidelines set out at paragraphs 6 and 7, are the minimum suggested security measures you should take.

18. STATEMENT OF TRANSACTION HISTORY

You may check the Value that is on your Card and your transaction history, 24 hours a day 7 days a week, by visiting the Website and logging in with your Card number and password.

19. RESOLVING DISPUTES OR ERRORS ON ACCOUNT STATEMENTS

If you become aware of any error or unauthorised transaction that relates to your use of your Card, you must contact the TRANSACT2 immediately by:

• email: admin@swipe2give.com.au
• phone: 1300 952 428 or by
• mail : Transact2 Pty Ltd 4/30
Technology Dve, Warana Qld 4575

As soon as you can, you must also provide TRANSACT2 with the following:

• your name and address, account number and Card number;
• details of the transaction or the error you consider is wrong or unauthorised;
• a copy of the account statement in which the unauthorised transaction or error first appeared;
• whether your Card was signed and your PIN secure; and
• the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error.

Communication sent via post will be acknowledged within 5 business days. If we need to investigate your matter further, we will advise you of what actions we propose to take, and an estimated timeframe. Should there be any changes, we will advise you as soon as possible.

We aim to resolve your complaint within 30 days of your initial communication, whilst keeping you informed with regular updates and informing you of the outcome of our investigations.

If you are not satisfied with the resolution of your complaint, it will then be forwarded to the Customer Service Manager who will then manage your complaint, and communicate with you personally to discuss the resolutions that you have been offered and how a suitable

resolution might be reached.

TRANSACT2 agrees to fully explore such avenues wherever possible in order to provide you with a satisfactory outcome.

Refer to our Dispute Resolution Procedures policy, found online at www.swipe2give.com.au

20. TRANSACT2's LIABILITY

By using your Card you agree that, subject to paragraph 17, TRANSACT2's liability (including the liability of TRANSACT2's officers as defined in the Corporations Act 2001) is limited up to a maximum value of AUD \$15.00 (Fifteen Dollars) in respect of any loss or damage you suffer in any way arising directly or indirectly as a result of using your Card. However, there are some exceptions where TRANSACT2 will have no liability. You agree that TRANSACT2 will not be liable:

- If, through no fault of TRANSACT2, you do not have enough money in your account to complete the transaction.
- If circumstances beyond TRANSACT2's control (force majeure) prevent the transaction despite reasonable precautions that we have taken.
- If you are taken to have contributed to the unauthorised use of your Card under paragraph 17(2).
- If TRANSACT2 have not contributed to or caused your loss through any error or omission on its part.
- If TRANSACT2 have acted in good faith upon your instructions.

21. PRIVACY AND INFORMATION COLLECTION

Privacy Policy online @ www.swipe2give.com.au

Collection of information

You acknowledge and agree that TRANSACT2 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 TRANSACT2 may be unable to provide you with a product or service.

Providing your information to others TRANSACT2 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 Card. Cardholder Communication You agree that TRANSACT2 may periodically send you marketing and/or other correspondence by email, SMS or other, including electronic, means. Where relevant, such communications will comply with the Spam Act 2003.

If you have accepted the offer to receive marketing information we may also use the information for marketing purposes including amongst other things to identify and offer you by phone, post, or other means, any further products, services and offers which we think may be of interest to you.

You may opt out of this communication by advising TRANSACT2 by email, Post or telephone.

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 TRANSACT2. TRANSACT2 may charge you a reasonable fee for access. If you can show that information about you is not accurate, complete and up to date, TRANSACT2 will take reasonable steps to ensure it is corrected so that it is accurate, complete and up to date.

Collecting your sensitive information TRANSACT2 will not collect sensitive information about you, such as health information, without your consent.

22. CHANGES TO THESE CONDITIONS OF USE

We may change, add to or delete the terms and conditions set out in these Conditions of Use at any time. This includes varying our fees or charges.

Where we make changes to these Conditions of Use that require us to notify you in advance of the change, we will provide you with a notice of the change and the date the change is to be implemented.

Where we are not required to give you notice prior to implementing the change, we may do so immediately without providing prior notification to you.

Any notice we are required to give to you concerning any change to these Conditions of Use may be given to you in accordance with any law or code, which may include:

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

Any notice or document may be given by us sending it to your last known address. Except where it contravenes a law, 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.swipe2give.com.au at no cost to view.

23. OTHER GENERAL CONDITIONS

These Conditions of Use are governed by the laws of Queensland.

You may not assign your rights under these Conditions of Use to any other person. TRANSACT2 may assign its rights or transfer the contract to another person.

If TRANSACT2 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 TRANSACT2.

If TRANSACT2 fails to exercise or delay in exercising any of its rights under these Conditions of Use, that failure or delay does not constitute a waiver of its rights. TRANSACT2 may exercise its rights under these Conditions of Use at any time, despite any previous failure or delay on its part.

You must pay all amounts due under these Conditions of Use without setting off amounts you believe TRANSACT2 owes you.

24. DEFINITIONS

In this document, unless otherwise indicated: 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. Card means the Eftpos prepaid reloadable card issued by TRANSACT2 to you and is referred to as the Swipe2give Card. Card Limit means the total Value that may be stored on a Card at any one time, which as at the date of these Conditions of Use, is \$1,000. Direct Credit (also known as Electronic Funds Transfer or EFT) enables you, through your financial institution, to load Value from your nominated account onto your Card. EFTPoS means Electronic Funds Transfer Point of Sale. Electronic Banking Terminal means an EFTPoS device. Electronic Transaction means a transaction initiated by your instruction to purchase goods and/or services using the Card and your PIN or signature depending on the relevant authorisation requirement at the Electronic Banking Terminal. TRANSACT2 means Transact2 Pty Ltd ACN 126 590 609. Expiry Date means the expiry date printed on

the front of the Card. Minimum Spend means the minimum amount of goods or services you are required to purchase from the Participating Merchant (in one transaction) in order for the Participating Merchant to complete the Swipe2give Contribution.

Participating Merchants means the businesses that are registered and participate in the Swipe2give Program. A list of merchants who participate in the Swipe2give Program from time to time is listed on the Swipe2give Directory that is located on the Website. Organisation means the Club, Group, Charity, Church, School or other Organisation which your Card is associated with, that is, the Organisation that your Card is linked to and which will receive the contribution from Participating Merchants when your Card is swiped in accordance with the Swipe2give Program. PIN means the Personal Identification Number required to be entered by you when using the 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 Card.

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

Swipe2give Contribution means the financial contribution that the Participating Merchant will provide to your Organisation provided that you complete the Minimum Spend. Swipe2give Program means the program that is established by TRANSACT2 whereby presentation of your Card at Participating Merchants after you have completed the Minimum Spend will result in the relevant Participating Merchant completing a Swipe2give Contribution.

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

We, us, our means TRANSACT2 (Transact2 Pty Ltd) Website means www.swipe2give.com.au

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 part'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.