

## Transact2

### EFTPOS PREPAID CARD

Low Value  
Conditions of Use  
TRANSACT2 Participating Merchants  
(Valid from 1<sup>st</sup> September 2010)

#### BEFORE YOU USE YOUR CARD

Please read these Conditions of Use. They apply to all transactions that arise as a consequence of your participation as a merchant in the Swipe2give Program performed by Swipe2give cardholders involved in the TRANSACT2 Swipe2give program through your EFTPoS terminal(s), including your Merchant Activation Card. 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

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 t, 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. You agree that you will keep your Card in a safe and secure place. You agree that TRANSACT2 is not responsible for the safekeeping of your Card. You acknowledge and agree that your Card cannot be used in an Electronic banking Terminal to make purchases or to withdraw cash. You agree that your Card is to be used only for the following purposes:

- to activate your EFTPoS terminals for the purpose of linking you as a Merchant to the Swipe2give program;
- to enable us to provide the Swipe2give Contribution;
- to provide a login account that you can use to view account balances and transactions online. You acknowledge and agree that you will not earn any interest on any Value stored on your Card.

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

#### 4. MERCHANT FUNCTIONALITY - TRANSACT2 Swipe2give PROGRAM

By accepting a Card, you acknowledge and agree that TRANSACT2 will register you in the Swipe2give Directory and that you will participate in the TRANSACT2 Swipe2give Program as a merchant. In addition, you acknowledge and agree:

- You, as a Participating Merchant, can at any time (provided that TRANSACT2's consent has been obtained), alter the Minimum Spend that you have set for your Business This change will attract the Swipe2give Contribution and fees that are set out in the table at paragraph 11. The Minimum Spend should reflect a typical average spend by a typical customer.
- You agree to allow Cardholders to perform a transaction once they have performed a Minimum Spend. Registered and Participating Merchants acknowledge that this will be performed automatically should the Cardholder use their Card for payment (and provided that the Minimum Spend has been met).

- You fully indemnify Transact2 Pty Ltd and its partners from any liability should any card involved in the program be compromised, misused, stolen and as a result an unauthorised transaction takes place. Further, should this transaction trigger a direct debit transaction to the Participating Merchants TRANSACT2 account, the Participating Merchant agrees to fully indemnify TRANSACT2 for such a transaction to occur.

- You accept full responsibility and accountability for all monies that are contributed and fees paid for the program from a taxation perspective. TRANSACT2 considers all Contributions from Participating Merchants to be a marketing expense for the program.

- You can exit the program at any time as long as you contact TRANSACT2 with written notification of same and have paid any outstanding monies owing to TRANSACT2 or its partners. TRANSACT2 will contact you within 48 hours of receiving written notification to exit the program and will delist you from the directory and deregister your EFTPoS machine(s) that were activated. Your account will be closed and you will be sent payment for balance of monies in your account, minus any outstanding fees, charges or contributions owing. Your Card will be deactivated.

- You can be delisted from the Swipe2give Directory at any time at the sole discretion of TRANSACT2. Your Card will be deactivated.
- You will activate all EFTPoS terminals in your place of business for the TRANSACT2 program on receipt of your TRANSACT2 Merchant Activation Card.

- You will notify TRANSACT2 should your EFTPOS terminal(s) Merchant I.D number(s) change or should maintenance occur on your EFTPoS terminals whilst you are registered as a Participating Merchant in the TRANSACT2 Swipe2give Directory.
- You will also notify TRANSACT2 should any of your business details change (including address of business, telephone number, email address etc.)

- You ultimately decide whether a cardholder has met the Minimum Spend and that the Contribution can take place.

- You acknowledge and agree that when the Minimum Spend is met or exceeded by the cardholder when using the Card as a Payment Card, this will automatically trigger the Contribution and associated fee from your account. TRANSACT2 will deduct your Card with the amount of the Swipe2give Contribution and associated fee.

- You acknowledge and agree that under no circumstances will TRANSACT2 provide credit or credit facilities to you through your participation in the program.

#### 5. LOADING THE CARD

You as a Participating Merchant, acknowledge and agree to sign a Direct Debit Request form (DDR) when joining the program. The DDR will give authorisation for TRANSACT2 to debit a nominated account (as nominated by you, the Participating Merchant) for a set amount once the balance of your Participating Merchant's Card account reaches a set amount (as nominated by the Participating Merchant). The amount debited from a nominated account will be transferred to the Merchants Card account for the Contributions and Fees to be debited from. The DDR form is accompanied by a full set of Terms and Conditions specifically relating to the DDR process.

#### 6. ACTIVATING THE CARD

After successful application for a Card, you will be required to activate your Card. To activate your Card, go online at [www.swipe2give.com.au](http://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.)

#### 7. PERSONAL IDENTIFICATION NUMBER (PIN) SECURITY

You agree that:

- you will not record your PIN on your Card or on anything with or near your Card;
- your PIN is only to be used to activate your EFTPOS Terminal(s): refer to paragraph 6 above for details.
- you will not tell anyone your PIN or let anyone see it; and
- if you think that your PIN has become known to someone else, you will notify TRANSACT2 immediately.

#### 8. IMPORTANT POINTS TO REMEMBER TO SAFEGUARD YOUR CARD

Important information you should consider:

- no-one from TRANSACT2 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;
- maintain up-to-date anti-virus software and a firewall on your computer;
- 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.

#### 9. 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](http://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, Swipe2give Contributions 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](http://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](mailto: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](http://www.swipe2give.com.au).

#### 10. LOADING VALUE

Participating Merchants agree to complete and return a Direct Debit Request (DDR) form. The DDR will give authorisation for TRANSACT2 to debit a nominated account (as nominated by the Participating Merchant) for a set amount once the balance of the Participating Merchant's Card account reaches a set amount (as nominated by the Participating Merchant). The amount debited from a nominated account will be transferred to the Merchants Card account for the Contributions and Fees to be debited from. A card load fee of 30c applies each time there is a top up of your Card as agreed (refer to paragraph 11 below). It can take up to 72 hours for your top up funds for funding of the Contribution payments to be loaded onto your Merchant Card through the Direct process. 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 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 20. Card Activation Fee Free EFTPOS Terminal Activation - \$0.25 per Swipe

COST TO Merchants: CONTRIBUTION (minimum \$1) TRANSACTION FEE (\$0.85 Inc Gst).  
Note: Participating Merchants can nominate a contribution of greater value than \$1.

The contribution and transaction fees will only be applied once per transaction. These contribution and fee rates are a minimum rate, you can authorise to increase these rates in agreement with TRANSACT2 but you cannot reduce them. Any change to these rates needs to be authorised by TRANSACT2. Each Participating Merchant will set their own Minimum Spend and Contribution at the time of signing up with TRANSACT2 as a Participating Merchant. Contribution Funding Load via Direct Credit \$0.30 per transaction PIN Reset \$0.15 per change Card Replacement \$10 per Card Account Closure \$10 – includes balance transfer by direct credit/cheque, excludes replacement card.

#### 12. 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.

#### 13. RENEWAL OF CARD

All card renewals, at the end of the Expiry Date, will be organised through TRANSACT2 (see paragraph 14 below). You must give TRANSACT2 a reasonable time to arrange cancellation or the issue of a replacement Card.

#### 14. CARD EXPIRY

The Card is valid until the Expiry Date Within 30 days prior to your Merchant Card expiring TRANSACT2 will automatically send you a new Card (fees will apply see replacement card cost in paragraph 11). Your new Card will replace your expired or about to expire (as the case may be) Merchant Card and the program will continue as normal. If you wish to withdraw from the program and not receive a replacement Card you must advise TRANSACT2 in writing prior to 30 days before your card expires. Should you decide to withdraw from the program and you have advised TRANSACT2 of this in writing prior to 30 days before your card expires:

- After the expiry date if 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;
  - After the expiry date if 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 forwarded to your nominated account or paid to you by cheque. 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 to your nominated account or paid to you by cheque.
- Swipe2give Contributions will continue to be deducted up to your Card Expiry Date unless you have withdrawn from the program and provided the 30 days notice (refer to paragraph 14):
- after your Card Expiry Date shown; or
  - after your Card has been cancelled. In the

event that an expired or cancelled Card is used, Swipe2give Contributions will not continue from your Card. You will continue to be liable to reimburse TRANSACT2 for any indebtedness incurred through such use.

#### 15. CANCELLATION AND RETURN OF YOUR CARD

Your Card always remains the property of TRANSACT2. TRANSACT2 may: (1) demand the return of your Card issued to you at any time:

- for security reasons; or
- if you breach these Conditions of Use. You may cancel your Card at any time by giving TRANSACT2 written notice. Cancellation of your Card may not be effective until your Card is returned to TRANSACT2. Once cancelled, you agree that your participation in the Swipe2give Program is terminated. 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 your Card be returned for any other reason.

#### 16. 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.

#### 17. TRANSACT2's LIABILITY

TRANSACT2 (including its officers as defined in the Corporations Act 2001) limits its liability for any losses or damages caused by us up to a maximum value of AUD\$15.00 (Fifteen Dollars). However, there are some exceptions. We will not be liable, for example:

- If, through no fault of TRANSACT2, you do not have enough money in your account to complete the Swipe2give Contribution.
- If circumstances beyond TRANSACT2's control (force majeure) prevent the transaction despite reasonable precautions that we have taken.

#### 18. DISPUTE RESOLUTION PROCEDURES

If you have a complaint you can contact us directly by email: [admin@swipe2give.com.au](mailto:admin@swipe2give.com.au) phone: 1300 952 428 or by mail : Transact2 Pty Ltd 4/30 Technology Dve, Warana Qld 4575 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](http://www.swipe2give.com.au) PRIVACY AND INFORMATION COLLECTION Privacy Policy online @ [www.swipe2give.com.au](http://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.

#### 19. 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 (cardholder's 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](http://www.swipe2give.com.au) at no cost to view.

#### 20. 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.

#### 21. 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 Merchant Activation Card or Merchant 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 Merchant Card.

Direct Debit means that you have authorised us to arrange to debit your financial institution where you hold an account.

DDR (Direct Debit Request) means the Direct Debit Request between you and us. By signing a Direct Debit Request you have authorised us to arrange for funds to be debited from your account.

EFTPoS means Electronic Funds Transfer Point of Sale.

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 a Cardholder must purchase from the Participating Merchant (in one transaction) in order for the Participating Merchant to complete the Contribution.

Participating Merchants means the businesses that are registered and participate in the Program. A list of merchants who participate in the 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 Cardholders are associated with.

PIN means the Personal Identification Number required to be entered by you when using the Card to activate your terminal/s to enable participation in the Swipe2give Program. The PIN is set by you at the same time you activate your Card.

POS means Point Of Sale.

Reloadable means that your Card will be topped up as required from time to time in accordance with these Conditions of Use to ensure that the agreed Contributions can be funded as per the signed DDR.

Contribution means the financial contribution that you the Participating Merchant will provide to Swipe2give Cardholder's associated Organisations provided that they complete the Minimum Spend. Swipe2give means the program that is established by TRANSACT2 whereby presentation of Cards at Participating Merchants after Cardholders have completed the Minimum Spend will result in the relevant Participating Merchant completing a Contribution.

Value means the monetary value stored on your Card from time to time (expressed in Australian Dollars), that Contributions will be debited from. We, us, our means TRANSACT2 (Transact2 Pty Ltd) Website means [www.swipe2give.com.au](http://www.swipe2give.com.au)

#### 1. 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.