



## **Product Disclosure Statement**

**For the iChoose Corporately Loaded Visa Prepaid Card  
(Non Regulated Card, Gift and Reloadable POS)**

**Date of PDS: 23 January 2023**

## INTRODUCTION

### About this Product Disclosure Statement

This Product Disclosure Statement ("PDS") has been prepared by Oxygen Global Pty Ltd ABN 41 162 667 843, AFSL 452 187 (the "Issuer" or "OXYGEN") as required under the Corporations Act 2001. This PDS is an important document designed to assist you in deciding whether to acquire the financial product to which it relates – the iChoose Corporately Loaded Visa Prepaid Card (the "Product").

The information in this PDS does not consider your individual or corporate objectives, financial situation or needs. Any advice in this PDS is general advice only. You should consider the appropriateness of any general advice to your circumstances before acting on it.

### Updates Relating to this PDS

Information in this PDS that is not materially adverse information is subject to change from time to time. You may request a copy of this information free of charge by contacting 212F. The information which the Issuer will make available by way of these updates is subject to change from time to time.

### General Description of Product

The Product is a Corporately Loaded Visa Prepaid Card. Value can be loaded to the Card by the Corporate and then the Card can be used by the cardholder to access its available balance anywhere in the world where Visa Prepaid Cards are accepted. The product is not a credit or charge Card and the Card balance does not earn interest.

### Card Issuer

The Issuer of the Card is Oxygen Global Pty Ltd ABN 41 162 667 843, AFSL 452 187. OXYGEN is authorised to provide general financial product advice and to issue deposit and payment products limited to non-cash payment products to retail and wholesale clients.

To contact the Issuer, Oxygen Global Pty Limited:

Phone: Australia: 1300 886 459 (free call)

Website: [www.oxygen-global.com](http://www.oxygen-global.com)

Email: [info@oxygen-global.com](mailto:info@oxygen-global.com)

212F Pty Ltd ABN 70 106 450 631 ("212F") is a loyalty, reward and recognition solution provider and an authorised representative of OXYGEN (authorised Representative number 1263790). 212F is authorised by OXYGEN to arrange for the distribution of the payment product. When providing financial services in relation to the payment product, it acts on behalf of OXYGEN.

To contact 212F:

Mail: PO Box 6091, Melbourne, VIC 3004, Australia

Phone: Monday to Friday between 9am and 5pm (EDST) on 1300 424 667

Website: [www.212f.com.au](http://www.212f.com.au)

Email: [info@212f.com.au](mailto:info@212f.com.au)

### 212F is not the Issuer

If you have been told anything that is inconsistent with this PDS, or if you have been given any financial product advice by OXYGEN, or anyone seeming to act on behalf of OXYGEN, you should NOT rely on it in making any decisions about the Product. You should only rely on what is in this PDS.

## **Significant Benefits**

The significant benefits of the Product are:

- Cards can be issued to your employees, customers, distributors or beneficiaries who can then undertake transactions using the Cards. The Cards access the same aggregate balance.
- The Product is a Visa Prepaid Card which means that it can be used to buy goods and services from merchants who accept Visa Prepaid Cards for electronic transactions.
- The card can be used to make purchases online at merchants who accept Visa Prepaid Cards for electronic transactions.
- The Cards can either be reloadable or single load gift Cards.

## **Significant Risks**

The significant risks associated with the Product include:

- Unauthorised transactions can happen using a Card if it is lost or stolen, a personal identification number (PIN) is revealed to an unauthorised person, as a result of fraud or if you or the Cardholder breach the terms and conditions of the product outlined in this PDS.
- Unintended transactions can happen if electronic equipment with which a Card is being used is operated incorrectly or incorrect details are input.
- You or the Cardholder might not be able to get your money back if unauthorised or unintended transactions occur.
- If the electronic network enabling the use of the Card is unavailable, the Cardholder may not be able to undertake transactions or get information using the Card.
- The Card could be lost, destroyed, or stolen.
- There may be financial limits on transactions and or load amounts for individual transactions or during the life of the Card.
- On the expiry of the Card, any balance not transferred to a new Card will be forfeited.

## **Other Important Information**

There are some other important things that you and the Cardholder need to be aware of about the Product:

- It does not generate any interest or other return to the holder. In other words, you do not earn interest on the value loaded to the Product.
- Cards can only be used once funds are cleared by the Issuer.

## **Transaction Disputes**

For disputed transactions (including unauthorised transactions), the following will apply. The Cardholder is responsible for checking their transaction history online and knowing their available balance. The Cardholder can check their balance and transaction history free of charge by logging into the iChoose Cardholder Website. For disputed transactions, the Cardholder should contact the iChoose Cardholder Support

Team immediately or by clicking on the 'Contact Us' page on the Website. Visa Scheme Rules impose time limits after the transaction of which our ability to dispute a transaction on the Cardholder's behalf may be lost. We may not be responsible for any loss to the Cardholder where it can be shown that the Cardholder has unreasonably delayed notifying us.

## Complaints

We will handle complaints in accordance with the following process:

- If you have a complaint about the Product or our services, please contact Oxygen.
- If the Cardholder has a complaint about the Card, they can contact the iChoose Cardholder Support Team by clicking on the 'Contact Us' tab on the website. The website for each program is printed on the back of the Card.

We will acknowledge complaints promptly, either verbally or in writing, and do our best to resolve it straight away. If we can't resolve complaints within 5 business days, we will provide a written response providing the outcome no later than 30 days. We aim to resolve all complaints within 21 days. However, in some cases it may take up to 30 days. Complaints may take a little longer to assess if we need more information or if the complaint is complex. In all cases, we'll keep the complainant updated on the progress. You can ask for information about how we manage complaints in alternative formats and languages upon request by calling Oxygen. If you have a hearing or speech impairment, you can access additional support through the National Relay Service on 1300 555 727.

If you, or the Cardholder are not satisfied with our response, you may lodge a complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides free and independent financial services complaint resolution and can be contacted on:

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678 (free call)

Mail: GPO Box 3, Melbourne VIC 3001.

Time limits may apply to complain to AFCA and so you should act promptly or otherwise consult the AFCA website to find out if or when the time limit relevant to your circumstances expires.

To contact the Issuer, Oxygen Global Limited, about your complaint:

Phone: Australia: 1300 886 459 (free call)

Website: [www.oxygen-global.com](http://www.oxygen-global.com)

Email: [info@oxygen-global.com](mailto:info@oxygen-global.com)

## Anti-Money Laundering Compliance

We are subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and related (AML/CTF Rules) laws and regulations. You must not do anything which would cause us to violate the AML/CTF Laws.

We may delay, block, or refuse to process any load or transaction without incurring liability:

- a) In order to manage anti-money laundering or counter-terrorism financing and economic and trade sanctions threats, or to comply with any laws or regulations in Australia or any other country. You, or the Cardholder must

provide us with all information we reasonably require. We can ask you or the Cardholder to provide more information at any time in relation to your identity and/or source of funds.

b) Where required by relevant law, for instance, if you, or the cardholder appear to be a "proscribed person," you accept that we may be forced to block access to the Card and immediately refuse to process or complete any transaction or suspend or terminate our agreements with you. You accept that we are not responsible to you or the Cardholder under these conditions.

c) Where we have reasonable grounds to believe that any laws or regulations in any jurisdiction, including the AML/CTF Laws in Australia, may be in violation by enabling the transaction to occur.

d) Where there is suspicion that a transaction involves any individual (natural, corporate or governmental) who is sanctioned or related, directly or indirectly, to any person who is sanctioned under economic and commercial sanctions or who has been designated or appointed by any government or independent authority as a person suspected in any way of participating (or potentially participating) in terrorism or in any activities connected with terrorism imposed by Australia, the United Nations, the European Union or any country; or

e) Where we believe that the funds related to a transaction could be indirectly or directly used for the purposes of unlawful activity.

If, for any of the above reasons, a transaction is delayed, blocked, or refused, we will not be responsible to you, or the Cardholder for, and you indemnify us against, any and all damages sustained by you, or the Cardholder, or any other person as a result of the transaction being delayed, blocked or refused.

## GENERAL PRODUCT TERMS AND CONDITIONS

**Specific Product Terms and Conditions are made available to the cardholder on their program website.**

### 1. Definitions

- **"Activate"** – means you going to the Website and following the instructions given which enable the Card to be used for transactions.
- **"App"** – means the IOS or Android application made available to you for the purpose of activating, registering, and viewing all Card activity.
- **"ATM"** – means an automated teller machine that accepts Visa Prepaid Cards for cash withdrawals.
- **"Available Balance"** – means the monetary value recorded by us as loaded for transactions using the Card, as denominated in Australian dollars, less any purchases, authorisations, cash withdrawals, fees and charges and other amounts debited under these conditions of use.
- **"Card"** – means the iChoose Corporately Loaded Visa Prepaid Card.

- **"Cardholder"** – means a person to whom a Card is issued.
- **"Client"** – means the corporate loading funds to the card.
- **"Cardholder Assistance"** – means any phone number, additional or replacement phone numbers we notify to you as cardholder assistance numbers for the purposes of these Terms and Conditions.
- **"Distributor"** – means 212F Pty Ltd.
- **"Funds Credit"** – means the loading of funds available for transactions using the Card.
- **"Identifier"** – means information that you know but are not required to keep secret and which you must provide to perform a transaction (for example, a Card number)
- **"Introductory Package"** – means the material or materials forwarded to you with the Card.
- **"Issuer"** – means Oxygen Global Pty Ltd.
- **"IVR Number"** – means any number we notify to you as the IVR (interactive voice response) number.
- **"Negative Balance"** – means a negative balance arising because the debits using the Card exceed the Available Balance for the Card.
- **"Notice"** – means the notice period and form described in the clause 'Card Revocation and Cancellation'.
- **"PIN"** – means a Card's personal identification number.
- **"Product Terms and Conditions"** – means the terms and conditions applying as an agreement between the Issuer and the distributor relating to the Card.
- **"Security Requirements"** – means the Security Requirements described under the clause 'PIN Security and Guidelines'.
- **"Terms and Conditions"** – means these terms and conditions.
- **"Unauthorised Transaction"** – means a transaction not authorised by you but does not include any transaction carried out by you or by anyone performing the transaction with your knowledge and consent.
- **"we/us/our"** – means the Issuer and its agents.
- **"Website"** – means the website as printed on the Card or as specified in the Introductory Package and any additional or replacement website we notify to you as the website for the purposes of these Terms and Conditions from time to time.
- **"you/your"** – means the Cardholder.

The singular includes the plural and vice versa.

References to days, times, or periods of time in these Terms and Conditions are reckoned according to Australian Eastern Standard Time.

## 2. Introduction

- These Terms and Conditions govern the use of the Card and apply as an agreement between you and the Issuer. Please read them carefully.
- By signing the back of the Card, Activating the Card or using the Card, you agree to be bound by these Terms and Conditions (but these are not the only ways that you can be taken to have agreed to be bound by these Terms and Conditions).
- You must activate the Card prior to any use.
- You must sign the Card before it is used.
- All transactions using the Card (whether by you or someone else) are your responsibility.
- By agreeing to these Terms and Conditions you agree that you:
  - Are financially responsible for all uses of the Card.
  - Acknowledge that you have been given access, via the Website, to the Terms and Conditions.
- The Available Balance is available for transactions using the Card in accordance with these Terms and Conditions until the expiry, revocation, or cancellation of the Card.

## 3. The Card

- The Card is a Visa Prepaid Card and value must be loaded to the Card before the Card is used.
- The Card is either reloadable or single load gift as advised in the introductory package.
- Value is loaded to the Card in accordance with these Terms and Conditions.
- The Card allows purchases to be made wherever Visa Prepaid Cards are honoured if a sufficient Available Balance exists for the transaction.
- The Card is not a credit Card.
- The Card remains the property of the Issuer and you must surrender the Card to the Issuer if we ask for it to be surrendered.

## 4. Activating and Using the Card

- You will need to activate the Card before using it. You can do this at the Website or by phoning the IVR Number.
- You will need to have value loaded to the Card prior to Use.
- The Card can be used anywhere Visa Prepaid Cards are accepted to pay for goods and services, including online purchase transactions (excluding online gambling merchants). Some merchants may choose not to accept Visa Prepaid Cards.
- If there is an insufficient Available Balance on your Card to pay for a transaction the Card may be declined, or the retailer may allow you to pay the balance by some other means.
- You must not make or attempt to make transactions that exceed the Available Balance for the Card.
- If you make or attempt to make any transactions that exceed the Available Balance for the Card, then you will be liable for any Negative Balance plus a fee charged by us, along with any costs or interest we incur in recovering or attempting to recover from you the amount you owe us.
- If a Negative Balance arises, that does not mean that a Negative Balance will be allowed to arise or be increased on subsequent occasions. This is the case

regardless of whether you have been charged a fee relating to the Negative Balance arising.

- You can use the Card as often as you like subject to the Available Balance on the Card and the limits specified in the clause 'Periodic Transaction Limits'
- We may restrict or stop the use of the Card if excessive uses of the Card or other suspicious activities are noticed.
- You cannot "stop payment" on any transaction after it has been completed. If you have a problem with a purchase made with the Card, or a dispute with a merchant, you must deal directly with the merchant involved. If you cannot resolve the dispute with the merchant, you can contact cardholder assistance through the Website.
- If you are entitled to a refund for any reason relating to a Card transaction, you agree to accept the refund under the policy of that specific merchant. If the Card expires or is revoked before any Funds Credit resulting from a refund has been spent (whether or not the original transaction being refunded was made using the Card) then you will not have any access to those funds.
- If the Client reports that a mistaken payment has been made to your Card, you agree that:
  - we may inform the client whether or not your Card has sufficient credit to cover the mistaken payment, and;
  - freeze those funds, or debit those funds from your Card.
- We are not liable in any way when authorisation is declined for any particular transaction regardless of reason.
- When using the Card in-store, select the "Credit" button then enter your PIN.
- When using your Card online, or over the phone, use the Card number, expiry date and CVV (last 3 digits on the signature panel). You may be required to enter a One Time Password (OTP) for online transactions.
- You are responsible for all transactions using the Card. If you permit someone else to use the Card, you will be responsible for any transactions initiated by that person with the Card.
- You may not make pre-authorized regular payments using the Card.

## 5. Obtaining the Card

- You can only obtain a Card from a Corporate Customer.
- In certain cases, we are required to verify your identity to comply with the Anti Money Laundering and Counter Terrorism Financing Act 2006.
- In providing your personal information, you consent to the use and disclosure of your personal information in accordance with our Privacy Policy, and consent to your personal information being used for the purpose of verifying your identity. This may involve a credit reporting agency (but this is NOT a credit check), and/or your information being checked with official records via third-party systems in accordance with the Australian Privacy Act 1988.
- If you do not pass the identity and verification check, you will not be able to acquire the product.
- We may at any time, require that you provide additional information to verify your identity and comply with applicable laws. Failure to do so may result in a blocking or closure of your Card.
- Once you obtain the Card, you need to follow the steps outlined on the Website or in your Cardholder User Guide that you receive with the Card, to Activate the Card.

## 6. Loading of Value

- Value can be loaded to your Card only by the Client. The Card is not a facility by which the Issuer takes other deposits from you.



- You cannot load your own funds directly to your Card.
- Funds Credits can only be loaded to Cards that have not expired or been cancelled.
- A Funds Credit will become available for use when the Issuer receives the amount of the Funds Credit in clear funds.

## 7. Fees and Charges

- You agree to pay us the fees and charges provided in these Terms and Conditions. Whenever any of the fees and charges provided in the Product Terms and Conditions are incurred in relation to the Card, we will deduct it from the Available Balance and reduce the Available Balance accordingly.
- All fees and charges are expressed in Australian dollars and are inclusive of any applicable GST.
- The fees and charges applying are as follows:

<b>INTERACTIVE VOICE RESPONSE (IVR)</b>	
Automated telephone enquiry (Activation, Balance, Change PIN, Transaction History)	\$1.20
Live operator customer service call to cardholder assistance <i>(This fee will not be charged in circumstances where the telephone call to customer support relates to a complaint (including Card dispute and unauthorised transaction queries))</i>	\$3.99
<b>OTHER FEES</b>	
Lost or Stolen Card replacement	\$15.00
Card to Card Transfer	\$1.00
Monthly Maintenance Fee (Gift Cards Only). From the 7 <sup>th</sup> Month from issue, if a sufficient balance exists to cover the fee	\$2.50
Foreign Exchange Fee	4.5% See Example Below
Decline Transaction Fee. Reloadable cards only	0.15
Card Upgrade Fee (To perform KYC on the Cardholder)	\$8.95
Transaction Reversal Fee	\$7.50
<b>ATM Fees (Pre-Approved ATM enabled Cards only)</b>	
Domestic ATM Fees	Vary per operator
ATM Transaction Fees (Domestic)	\$1.75
ATM Transaction Fees (International)	\$2.50
ATM Decline / Balance	\$0.75
Card Expiry Fee: The available balance on the card at the time of expiry	See Example Below

### EXAMPLE OF FOREIGN EXCHANGE FEE

Suppose:

- you make a purchase from a merchant located outside Australia (in the USA)
- at the time, Visa's prevailing exchange rate is \$1.00 US = \$1.34 Australian and;
- the amount of the transaction is \$200.00 US.

The Australian dollar amount is  $\$200.00 \times \$1.34 = \$268.00$ .

The foreign exchange fee is therefore  $4.5\% \times \$268.00 = \$12.06$

#### EXAMPLE OF FEE CHARGED ON EXPIRY OF CARDS

Suppose:

- At the time of expiry, the Available Balance of the Card was \$12.35.
- The fee charged on expiry is \$12.35 (equalling the Available Balance at the time of expiry). The Available Balance of the Card in question is reduced to zero.

### 8. Limitations on use of Card

- The following limitations apply to the Card:
  - When buying petrol, you must pay for the petrol purchase at the petrol station counter and not at any automated fuel dispensers (i.e., not at the pumps).
  - The Card may not be used for, and authorisation may be declined for, any illegal transactions. Authorisation may be declined for any Internet gambling transactions.
  - When using the Card with some merchants (such as hotels, rental car companies, restaurants, cruise ships) or for mail order purchases, Card "tolerance limits" may apply. This means that the merchant may obtain an authorisation or approval on the Card for an amount up to 15% or more than the total bill (or anticipated bill) to cover additional items such as tips and incidentals or to ensure that adequate funds are available to cover the final purchase. The entire amount of the authorisation or approval will be debited and will not form part of the Available Balance until the authorisation or approval clears, although only the amount spent or authorised will be finally deducted from the Available Balance after the authorisation or approval clears.
  - You cannot use the card for recurring or instalment transactions.
  - Some merchants may choose not to accept Visa Prepaid Cards for online or in store transactions.

### 9. Periodic Transaction Limits

- Periodic transaction limits apply to the Card. These limits are in Australian dollars and are as follows:

<b>Description - Gift</b>	<b>Standard Card</b>	<b>Upgraded Card</b>
Max Card Balance (At any time)	\$4999.99	N/A
<b>Description - Reloadable</b>	<b>Standard Card</b>	<b>Upgraded Card</b>
Max Card Balance (At any time)	\$4999.99	\$10,000
Max Card Load (Card Life)	\$50,000	\$100,000

Max Card Load (Individual Load)	\$4999.99	\$7500
Max Purchase Transaction Limit per day	\$4999.99	\$9999.99
ATM Withdrawal*	N/A	\$500

\* ATM access is restricted and requires pre-approval during Client onboarding. Some programs may have values that differ from the above table. Limits will be approved by the Issuer prior to the program being launched. Cardholders will be notified of specific limits relating to their program on the supporting documents provided when the card is issued.

- A Card's Available Balance must never exceed these velocity limits. Any Funds Credits that cause the Available Balance of any one Card to exceed these values will be rejected or returned. If individual cardholders want to allow the corporate to load a higher value on their Card, then they can apply for the 'Upgraded Card' at the Website. Cardholders will be required to provide further documentation and have their identity verified via the website. If this is not possible, by sending appropriate documentation to the Distributor to confirm their identity.

## 10. PIN

- The PIN for the Card will be set by you during Card Activation.
- You may change the PIN online at the Website.
- If you forget the PIN, you will need to advise the Cardholder Support Team via the 'Contact Us' link at the website.
- Should an incorrect PIN be entered three times when a transaction is attempted using the Card, the Card will be suspended for 24 hours.
- Should the Card be retained by any ATM, the Card is deemed to be lost or stolen and hence cannot be recovered. In that event, you will need to contact cardholder assistance and arrange to be issued with a new Card. Fees and charges apply.

### TIPS ABOUT PIN SELECTION AND SECURITY

- When selecting a PIN, select and memorise one that other people won't be able to guess. Avoid 'trivial' PINs like '1234', your postcode or your date of birth.
- Do not record a PIN in reverse order or disguised as a phone number or date where no other phone numbers or dates are recorded.
- Do not record a PIN in an easily decoded format based on the alphabet (e.g., A=1, B=2, etc).
- Do not record a PIN in a series of numbers with the actual numbers circled or highlighted in any way.
- Do not allow anyone to watch as the PIN is entered.

Note: These tips do not determine responsibility for losses arising from Unauthorised Transactions. Your liability for losses arising from Unauthorised Transactions is dealt with elsewhere.

## 11. PIN Security Guidelines

- You must promptly notify us if:
  - The Card is misused, lost, or stolen.
  - The Card is damaged or not working properly.

- The security of the Card, CHIP or PIN is breached in any way, or;
- There is reason to believe any of the above might occur or might have occurred.
- The notification can be made by phone to cardholder assistance. The notification must then be confirmed in writing. We may require the written confirmation to be made on a particular form or sent to a particular address.
- You may request a replacement for the Card if it is lost or stolen, but we reserve the right, in our sole discretion, to decide whether to issue a replacement Card. If we do issue a replacement Card, the remaining Available Balance will be reinstated after any transactions (including Unauthorised Transactions for which you are liable under these Terms and Conditions) or other amounts that we are entitled to debit against the Available Balance, together with the fee relating to the reissue of the Card, have been deducted.
- You must ensure that the Card and PIN are kept safe and secure. The precautions we require you to take ("Security Requirements") are set out below:
- You must not:
  - allow anyone else to use the Card.
  - interfere with any magnetic stripe or integrated circuit on the Card.
  - unnecessarily disclose the Card number.
  - write the PIN on the Card.
  - carry the PIN with the Card.
  - record the PIN on anything carried with the Card or liable to loss.
  - voluntarily disclose the PIN to anyone, including a family member or friend.
  - act with extreme carelessness in failing to protect the security of the PIN.
- You must comply with any instructions we give about any Security Requirements and in keeping the Card safe and secure.

## **12. Card Replacement**

- You may request a replacement for a Card if it is lost or stolen, but we reserve the right, in our sole discretion, to decide whether to issue a replacement Card. A fee will apply for Card replacement. Replacement Cards can be requested through the cardholder website.

## **13. Liability for Unauthorised Transactions**

- You will not be liable for losses resulting from Unauthorised Transactions where it is clear that you have not contributed to the loss.
- You will not be liable for losses resulting from Unauthorised Transactions that are caused by:
  - fraud or negligence by our staff or agent, a third party involved in networking arrangements, or a merchant that is linked to the electronic funds transfer system or their employees or agents.
  - a Card, or Identifier which is forged, faulty, expired or cancelled.
  - a transaction that occurred before you received the Card (including a reissued Card)
  - a transaction being incorrectly debited more than once to the same Card.
  - an Unauthorised Transaction performed after notification to us that your Card has been misused, lost, or stolen.
- Where we can prove on the balance of probability that you contributed to the losses resulting from Unauthorised Transactions:
  - through your fraud; or

- by failing to comply with the Security Requirements, then you are liable for the actual losses which occur before we are notified of the loss, theft or misuse of your Card or a breach of the Security Requirements.
- You will be liable for losses resulting from Unauthorised Transactions where we can prove on the balance of probability that you have contributed to the losses through unreasonably delaying notification of the misuse, loss, or theft of a Card or that the security of the relevant PIN has been breached. Your liability in this case is limited to losses occurring between the time that you became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen Card but, you will not be liable for any loss on any day, or in any period, exceeding any applicable transaction limit for that day or period and you will not be liable for loss in excess of the balance of the Card available for transactions using the Card.
- If it is unclear whether you contributed to the loss caused by an Unauthorised Transaction, the amount of your liability is limited to the least of:
  - AU\$150
  - the Available Balance
  - the actual loss at the time we are notified that the Card has been lost, stolen, or used without your permission (limited by the applicable daily or period transaction limits over the relevant timeframe).

#### **14. Transaction history**

- Your Card balance and transaction history are available at the Website at no charge. The Card balance can also be obtained by calling cardholder assistance, call fees apply.
- If you notice any error (or possible error) in any transaction or statement relating to the Card, then you must notify cardholder assistance immediately. We may request you to provide additional written information concerning any error (or possible error) and you must comply with that request.
- It is your responsibility to regularly review your transaction history to identify Unauthorised Transactions.

#### **15. Card expiry**

- The Card is valid until the expiry date shown on it.
- The Card cannot be used after expiry.
- At expiry of the Card, we will charge a fee equal to the Available Balance, reducing its Available Balance to zero. We will not give you any notice before this happens.
- If you request a new Card, prior to expiry the remaining balance at that time will be transferred to this new Card.

#### **16. Card revocation and cancellation**

- We may revoke the Card at any time without cause or notice. If we ask you to, you must ensure that any revoked Card is surrendered or destroyed and that it is not used after it is revoked. When the Card is surrendered, you must give us your correct name and contact address.
- You may ask for the Card to be cancelled at any time. If you ask for the Card to be cancelled and we or our agent ask you to, you must surrender or destroy the cancelled Card and you must not use the cancelled Card.
- On the revocation or cancellation of the Card, we will pay the Available Balance to you when:
  - We are satisfied that there are no un-cancelled or unexpired authorisations or approvals on the Card.

- We are satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Available Balance.
- If we require it, we have received the surrendered or cancelled Card from you.
- You give us instructions, on any form we require, for the payment of the Available Balance

## **17. Liabilities and disclaimers**

- We are not liable:
  - if, through no fault of our own, the Available Balance is not enough to cover a transaction
  - if circumstances beyond our control prevent a transaction, despite any reasonable precautions having been taken by us
  - for any failure due to events outside our reasonable control
  - for any industrial dispute
  - for the way in which any refusal to accept the Card is communicated
  - for any indirect, special, or consequential losses
  - for any infringement by you of any currency laws in the country where the Card is issued or used
  - for any dispute between you and the supplier of any goods or services purchased with the Card
  - for taking any action required by any government, federal or state law or regulation or court order; or
  - for anything specifically excluded or limited elsewhere in these conditions of use
- Our liability in any event shall not exceed the amount of the Available Balance.
- If any guarantees, warranties, or conditions are implied because of Part 2 of the Australian Securities and Investments Commission Act 2001 or any similar law in respect of services supplied under these conditions of use or in connection with the Card, then our liability for a breach of such a guarantee, warranty or condition will in any event be limited to:
  - the supplying of the services again
  - the payment of the cost of having the services supplied again
- The Issuer is not liable for any loss you suffer (including indirect or consequential loss) arising in connection with the Card (whether a failure to provide the Card or its loss, theft, or destruction).
- All conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by applicable laws and regulations.
- Any failure or delay to enforce a term of these conditions of use does not mean a waiver of them.

## **18. Foreign transactions**

- The Available Balance is in Australian dollars.
- Transactions made in a currency other than Australian dollars will be subject to the prevailing Visa exchange rate at the time plus a 4.5% foreign exchange fee.

## **19. Privacy and information collection**

- The Issuer collects your personal information so that it can establish and administer the Card provided to you and settle Card transactions.
- The Issuer is also required by the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 to collect personal information to identify you and verify your identity.

- Without your information we cannot make the Card available to you. and you should not acquire the Card.
- If you provide us with personal information about someone else, you should ensure that you are authorised to do so and agree to inform that person of the contents of this notice.
- We may exchange your personal information with third parties in the normal operations of our business, for example our corporate partners and affiliates, related companies and agents, government agencies, service providers (such as auditors, IT support and mailing houses) and providers of services which protect against potential fraud and other crimes. If you owe us money, we may also exchange your information with entities such as lawyers and debt collectors.
- We may also disclose your personal information overseas to countries that facilitate in making the card and services available to you.
- By acquiring the Card, you consent to us collecting, using and disclosing your personal information under these terms and conditions in the manner described above.
- Our Privacy Policy sets out how you can access and correct information we hold about you, how you can complain about a breach by us of your privacy rights and how your complaint will be handled. Our Privacy Policy is available on request at: [www.oxygen-global.com](http://www.oxygen-global.com)
- You may contact the Issuer in relation to your personal information by emailing your query to [cardsupport@Oxygen-global.com](mailto:cardsupport@Oxygen-global.com)

## 20. Communications

- You agree that we may give written notices or other communications to you under or in connection with these conditions of use either:
  - By writing to you at your residential or postal address last known to us
  - By giving it to you personally or leaving it at your residential or postal address last known to us
  - By electronic communication to your e-mail address last known to us
  - If the notice or communication is not personal to you, by publishing it on the Website
- If we give a notice or other communication to you by e-mail, the content of the notice or communication may be:
  - Set out in the body of the e-mail
  - Included as an electronic document attached to the e-mail
  - Made available at the website for retrieval by you (with the e-mail advising you of this and of the general nature of the information, and giving you the ability to readily retrieve the information electronically)
- If we give a notice or other communication to you:
  - By writing to you – you are taken to have received it when it would be delivered in the ordinary course of the post
  - By giving it to you personally or leaving it for you – you are taken to have received it on the day of delivery
  - Electronically – you are taken to have received it on the day it is transmitted
- In addition to the ways set out in these conditions of use, we may give you a notice or other communication by using any method allowed or required by a law. If a law requires us to use a particular method, we will do so.
- You agree that, for the purpose of telephone or electronic communications originated or received by us or cardholder assistance or through the website, we or cardholder assistance or the operator of the website:

- May verify your identity by reference to any or all the information given by you when purchasing the Card or during registration or any changes made to this information
  - May proceed on the basis that we or they are dealing with you if satisfied by that verification
- You must notify us immediately of any change to your address and other contact details either through the Website or by contacting cardholder assistance. We will not be responsible if you do not receive any notice or correspondence that has been sent in accordance with the contact details you have provided.
- The Issuer and the Distributor accept no responsibility or liability for late, lost, or misdirected SMS messages or emails caused by inaccurate provision of personal details by you, or by system constraints or failures experienced by your email or mobile phone service providers.

## **21. Changes to these Terms and Conditions**

- We may change these Terms and Conditions at any time. A change may:
  - Change the fees payable under these Terms and Conditions or bring in new fees
  - Bring in new Terms and Conditions
  - Alter these Terms and Conditions in some other way
- We will notify you in advance of most changes on the Website, which will take effect no earlier than 20 days after the notification.
- However, changes necessitated by an immediate need to restore or maintain the security of the system in which the Card is used can be made subject to the law without prior notice.
- We can give advance notice of a change by:
  - Publishing it in a notice or advertisement in a major daily newspaper distributed in Australia
  - Placing it on the Website
  - Letter or circular
  - Using another method that the law allows or requires us to use
- When we notify you of a change it will be good enough if the notification or announcement explains the substantial effect of the change

## **22. Parties**

- The Issuer has the right to transfer the agreement between you and the Issuer, governed by these Terms and Conditions, at any time.
- If the Issuer does this, the party to which the agreement is transferred assumes all the Issuer's rights and obligations under the agreement. From then on, references in these Terms and Conditions to the Issuer or us are to be read as references to the party to which the agreement was transferred.
- You cannot transfer any of your rights or obligations under the agreement.
- The Issuer may use service providers or agents to perform any function under the agreement and to exercise any or all the Issuer's rights.

## **23. The Website & Systems**

- Although considerable effort is expended to always make the Website and any other operating communication channels available, no warranty is given that these channels will be available and error free every minute of every day.
- You are not liable for any loss caused by the failure of a system or equipment provided by any party to a shared electronic network to complete a transaction accepted by the system or equipment in accordance with your instructions. However, if you were aware, or should have been aware, that the system or



equipment was unavailable or malfunctioning, our responsibility will be limited to:

- Correcting any errors; and
- Refunding any charges or fees imposed as a result.

Otherwise, you agree that neither the Issuer nor the Distributor is responsible for temporary interruptions in service due to failure beyond their control including, but not limited to, the failure of interconnecting operating systems, computer viruses, forces of nature, labour disputes and armed conflicts.

- You agree that we are not responsible for any content on the website other than content relating specifically to you, the available balance, or the Card.

## **24. Apps for Mobile Devices**

- We may make available apps that you can download onto certain mobile devices. You may be able to use these apps to perform some or all the same functions that can be performed through the Website.
- If we make the apps available, the Website will have a list of them, the mobile devices that can support them and how you can download them. You may be required to accept additional terms and conditions before downloading an app.
- To download or use an app, you will have to agree to the terms and conditions (including fees and charges) that apply in relation to the app. Those terms and conditions will be available on the Website or when you first download the app.

## **25. Governing Law**

- Any legal questions concerning these Terms and Conditions, the agreement between you and the Issuer (which is governed by these Terms and Conditions), or the Card will be decided under the laws of Australia.