

CARDHERO PTY LTD MASTERCARD® PRODUCT DISCLOSURE STATEMENT

In this Product Disclosure Statement for the CardHero Pty Ltd Mastercard you will find:

Part A – General Information

and

Part B – Terms and Conditions including Fees and Charges

Dated 8 October 2021

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PART A GENERAL INFORMATION

1. ABOUT THIS PRODUCT DISCLOSURE STATEMENT

This document (comprising Part A and Part B) forms the Product Disclosure Statement (“PDS”) for your CardHero Mastercard (the “Card”). The PDS contains important information, including the fees and other costs that apply to the Card.

This PDS is issued by EML Payment Solutions Limited ABN 30 131 436 532 (“EML”) as a requirement under the Corporations Act 2001.

In this PDS ‘you’ means the Cardholder provided with a Card by the Card Program Sponsor which has entered an arrangement with CardHero for the issue of the Card by EML.

Other important definitions are located at section 15.1.

This PDS is an important document designed to assist you in deciding whether to activate and use the financial product to which it relates – the Card. You should read this PDS in full before using your Card.

Your contract with us for the Card is comprised of this PDS document incorporating the Terms and Conditions, which contains important information regarding your Card.

You should read this document carefully to understand the terms and conditions that apply to the use of the Card.

The information in this PDS does not consider your individual 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.

2. GENERAL PRODUCT DESCRIPTION

The Card is a prepaid, reloadable Mastercard. The Card provides the Cardholder with the means to access the Stored Value anywhere in the world where prepaid Mastercard cards are accepted.

The Card can only use the Stored Value within the transaction limits listed in Section 15.8 of the Terms and Conditions in Part B.

The Card is not a credit or charge card and the Card Stored Value does not earn interest. **Your balance is not a bank deposit.**

3. STATEMENTS OF ACCOUNT

By successfully activating and using the Card, you acknowledge that we do not provide, and Cardholders will not receive, paper statements. Electronic statements showing Card transactions and Available Balance are available to Cardholders for viewing on the CardHero app. Cardholders should contact CardHero by visiting the Website or by emailing them at support@cardhero.co if they require any assistance accessing electronic statements.

4. CHANGES TO THIS PDS

The information in this PDS is subject to change from time to time and is correct and current as at the date stated on the front cover.

Information regarding the Card may need to be updated from time to time. Any updated information that is not considered to be materially adverse to Cardholders will be made available on the Website. Alternatively, you may request a paper copy of any updated information free of charge from EML by phoning 1300 739 889. Any updated information that may be materially adverse to Cardholders will be included in a replacement or supplementary PDS.

5. PARTIES INVOLVED IN THE DISTRIBUTION OF THE CARD

EML Payment Solutions Limited ABN 30 131 436 532 (“EML”), is the holder of Australian Financial Services License number 404131. Under its AFSL, EML is authorised to provide financial services including arranging for the issue of non-cash payment facilities to the Card.

CardHero Pty Ltd ABN 42 644 909 400 (“CardHero”) is an authorised representative of EML (authorised representative number 1292139) and is authorised by EML to arrange for the issue of the Card. When providing financial services in relation to the Card, CardHero acts on behalf of EML.

CardHero can be contacted via:

Mail: PO Box 21022, World Square, NSW 2002

Phone: +61 2 8328 0505 between 9:00am to 5:30pm NSW business days.

Email: support@cardhero.co

Website: www.cardhero.co

6. CARD ISSUER

The Issuer of the Card is EML and if you activate the Card, you will have a contract with EML.

EML is a principle member of Mastercard International Incorporated and the holder of Australian Financial Services Licence (AFSL) number 404131. Under its AFSL, EML is authorised to provide financial services including arranging for the issue of non-Cash payment facilities to the Card. When providing financial services in relation to the Card, EML acts on its own behalf.

EML can be contacted via:

Phone: 1300 739 889 between 8:30am to 5pm Queensland time

Mail: Level 12, 333 Ann Street, Brisbane Qld 4000

Email: support@emlpayments.com.au

Website: www.emlpayments.com

7. ROLES OF THE CARD DISTRIBUTOR AND ISSUER

CardHero is responsible for the distribution of the Card and customer service support for Cardholders.

The Available Balance on the Card is held in a client segregated monies account maintained by Australia and New Zealand Banking Group Limited ABN 11 005 357 522 (AFSL 234527) (“ANZ”). EML is responsible for the settlement of transactions using the Card but may outsource these functions to other service providers. EML holds the Available Balance on trust for Card Program Sponsors in accordance with this PDS and the Terms and Conditions and will not use the Available Balance for any purpose other than to settle transactions made by Cardholders with the Card, or upon receiving a proper instruction from CardHero on your behalf to withdraw or transfer the Available Balance from the Card (for example, on closure of the Card). You acknowledge that the Available Balance can be used to meet our settlement obligations in respect of your transactions and to provide security for our settlement obligations.

Neither CardHero, nor anyone else acting on its behalf, has the authority on behalf of EML to:

- tell you anything about the Card that is inconsistent with the information in this PDS;
- give you personal financial product advice (that is, a recommendation or statement of opinion intended or that could be reasonably regarded as being intended to influence you in making a decision and where one or more of your objectives, financial situation and needs has been considered) about the Card; and
- do anything else on EML’s behalf, other than marketing, arranging for the issue of and providing customer services for the Card.

8. WHO IS ELIGIBLE FOR THE CARD?

To be eligible for the Card, a Cardholder must be:

- an Australian resident; and
- nominated by the Card Program Sponsor as a person issued with a Card or authorised to operate the Card on behalf of another.

9. SIGNIFICANT BENEFITS OF THE CARD

The significant benefits of the Card are as follows:

- The Card is a prepaid, reloadable Mastercard card which means that it can be used to pay for goods and services from merchants in Australia and around the world who accept Mastercard prepaid cards including online purchase transactions;
- Value can be loaded and reloaded onto the Card by the Card Program Sponsor or CardHero within applicable limits set out in 15.8;
- The Card can be used to make contactless payments for transactions under \$100. Simply place the Card near or on the card reader. Before authorising a Contactless Transaction, the Cardholder must check that the correct amount is displayed on the terminal;
- The Card can be added to a Device Wallet as a Tokenised Card, enabling the Cardholder to use their Device as a payment method linked to the Card;
- A Cardholder can use the Card to make simple and secure payments with the Pays
- A Cardholder can only access the value that you have loaded to the Card. It is not a Credit Card.

10. SIGNIFICANT RISKS OF THE CARD

Some of the risks that may be associated with the use of the Card are outlined below. The risks described are intended to be a summary of the major risks associated with the Card and are not exhaustive. There may be other risks that relate to the use of the Card.

Significant risks to you, or Cardholders are:

- the ability to access the Available Balance on the Card is ultimately dependent on CardHero transferring funds received by Card Program Sponsors for the purpose of loading Stored Value to EML. Accordingly, if there is a delay in the transfer of Stored Value, there is a risk a Cardholder may not be able to access the Stored Value on the Card;
- in the event of CardHero's or EML's insolvency, a Cardholder's ability to continue using the Card may be affected. However, there should not be any impact on any Stored Value on the Card, as such amounts are held by EML on trust for Card Program Sponsors;
- The Card will expire at the date shown on the Card. A Cardholder cannot access any value loaded on the expired Card;
- Unauthorised Transactions can happen using the card if the Physical Card or Device it is lost or stolen, a PIN is revealed to any other person, or because of fraud;
- Unintended transactions may occur if a Cardholder has multiple cards added to their Device Wallet and they inadvertently use the Card for purchases;
- Before authorising a Contactless Transaction, a Cardholder must check that the correct amount is displayed on the terminal;
- unintended transactions can happen if electronic equipment with which the Card is being used is operated incorrectly or incorrect details are input;
- a Cardholder might not be able to get your money back if Unauthorised Transactions or unintended transactions occur;
- if the electronic network enabling the use of the Card is unavailable, a Cardholder may not be able to undertake transactions or get information using the Card;
- the Card or Device could be lost, destroyed or stolen;
- the Financial Claims Scheme does not apply in relation to the Card or your Available Balance.

11. IMPORTANT INFORMATION ABOUT THE FINANCIAL CLAIMS SCHEME

The Financial Claims Scheme is a scheme administered by the Australian Prudential Regulation Authority (APRA) to protect depositors of authorised deposit-taking institutions from potential loss due to the failure of these institutions. It provides depositors with a guaranteed protection, up to a cap. As at the date of this PDS, the Financial Claims Scheme applies to deposits only. It does not extend to prepaid card products (including the Card).

The Financial Claims Scheme does not protect any Available Balance held on the Card.

For more information, see APRA's website at <https://www.fcs.gov.au/>

12. YOUR TAX LIABILITY

You should obtain independent tax advice in relation to the impact the use of the Card may have on your personal tax liability as EML has not considered your individual circumstances or needs when arranging for the distribution of the Card.

13. OTHER IMPORTANT INFORMATION

There are some other important things you need to be aware of about the Card:

- it does not generate any interest or other return to the Cardholder. In other words, Cardholders do not earn interest on the value loaded to the Card;
- value loaded on the Card from CardHero will usually become available for use by Cardholder's immediately for in-person transactions and card not present transactions;
- Cardholders will need to press the Credit button at point of sale terminals and ATM's to access the Available Balance; and
- the method of communication EML will use to give you information, including information under the ePayments Code, will be Electronic Communication.

14. PROBLEMS OR DISPUTES

When you provide feedback to us, we have the opportunity to improve our services to you. If you have a query about the Card, you should initially direct the query to CardHero.

CardHero can be contacted via:

Mail: PO Box 21022, World Square, NSW 2002

Phone: +61 2 8328 0505 between 9:00am to 5:30pm NSW business days.

Email: support@cardhero.co

Website: www.cardhero.co

If you are unable to resolve your issue with CardHero directly, you can escalate your enquiry to EML. EML will aim to resolve the matter on your initial contact. However, if the matter cannot be resolved immediately, we will commit to taking the following steps:

- letting you know who is handling your complaint;
- keeping you informed of what is happening; and
- aiming to resolve your complaint within 21 Business Days.

Once your complaint is resolved, we will check with you to make sure you are satisfied with how your complaint was handled.

Where the Card is used for Unauthorised Transactions, we will seek to reverse the transaction if we can under the Mastercard Scheme Rules. The ability to dispute a transaction or reverse an Unauthorised Transaction may be lost if the Cardholder does not notify us immediately. It is the responsibility of the Cardholder to regularly review their online transaction history to identify Unauthorised Transactions. Under

these Terms and Conditions, we may not be responsible for any loss to a Cardholder if you do not dispute an Unauthorised Transaction within 90 days.

If we are unable to resolve your complaint to your satisfaction within 30 days of your initial contact, you may be eligible to escalate the complaint to EML's external dispute resolution service, the Australian Financial Complaints Authority (**AFCA**). AFCA provides fair and independent financial services complaint resolution that is free to consumers. AFCA can be contacted at the following:

Mail: GPO Box 3, Melbourne VIC 3001;

Phone: 1800 931 678 (free call)

Website: www.afca.org.au

Email: info@afca.org.au

PART B TERMS AND CONDITIONS

15. TERMS AND CONDITIONS

15.1. DEFINITIONS

AFSL means Australian Financial Services Licence.

ATM means Automated Teller Machine that accepts cards with the Mastercard brand for Cash withdrawals.

ATM Owners Fee means the fees charged by the owner of the ATM and incurred by a Cardholder for using an ATM. ATM Owner Fees may vary and will be displayed on the ATM at the time a transaction is made.

App means the CardHero mobile application available on the App Store or Google Play.

Authorised User means a person either authorised by the Cardholder or acting under a proper authority to act on behalf of the Cardholder.

Available Balance means the Stored Value recorded by us or our agent as available for transactions, less any purchases, authorisations, cash withdrawals, fees and charges or other amounts debited under the Terms and Conditions.

Biometric Identifier means a fingerprint, faceprint or any other similar biometric identifier of the Cardholder.

Business Day means a day that is not a Saturday, Sunday or public holiday being a day on which banks are open for general banking business in Brisbane, Queensland.

Card means the CardHero Card and unless referenced separately, means a Physical or Tokenised Card.

CardHero means CardHero Pty Ltd ABN 42 644 909 400.

Cardholder means the person to whom the Card was issued and who is responsible for transactions on the Card, including those of an Authorised User.

Card Program Sponsor means the entity which is responsible for the nominating Cardholders or an Authorised User to receive Cards and which will, either by itself or through a nominated agent, arrange for funds to be paid onto the Card.

Contactless Terminal means a terminal that can be used to make a Contactless Transaction.

Contactless Transaction means a transaction made by holding a Card (which can make a Contactless Transaction) against an EFTPOS Device to complete a transaction, rather than inserting the card into the terminal.

Delegated Spend means where an Authorised User completes transactions on a Cardholder's' behalf based on obtaining the authority to do so.

Device means a compatible smartphone or wearable device that supports a Device Wallet, enabling the

Cardholder to use the Device as a payment method for purchase transactions.

Device Pass Code means anything used to unlock and access a Device including, but not limited to, a password, numerical code, pattern or Biometric Identifier.

Device Wallet means the Apple Pay, Google Pay or Samsung Pay mobile applications that store the Card as a tokenised card on a compatible phone or wearable device.

EFTPOS/POS means electronic funds transfer at point of sale.

EFTPOS Device means the device included in an authorised interchange network used by merchants to accept cards for purchases at POS, including for Contactless Transactions

Electronic Communication means a message which is sent to you and which you receive electronically, in a form that you can retain for later reference such as by printing or by storing for later display.

ePayments Code refers to the amended code formerly known as the Electronic Funds Transfer Code of Conduct issued by the Australian Securities & Investments Commission on 1st April 2001, as amended on 20 March 2013, and includes any subsequent amendments or replacements.

EML means EML Payment Solutions Limited ABN 30 131 436 532, AFSL 404131.

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

Financial Claims Schemes means the scheme administered by the Australian Prudential Regulation Authority (APRA) to protect depositors of authorised deposit-taking institutions from potential loss due to the failure of these institutions.

Funds Redemption Request has the meaning given to it in section 15.18.

Identifier means information that the Cardholder knows but are not required to keep secret and which they must provide to perform a transaction (for example, a Card number).

Issuer means EML Payment Solutions Limited ABN 30 131 436 532, AFSL 404131.

Mastercard means Mastercard International Incorporated.

Mastercard Scheme Rules means the Mastercard Scheme Rules and the Mastercard Technical Operational and Security Rules.

Negative Balance means a negative rather than a positive Available Balance.

PAN means the 16-digit Primary Account Number, which is the number embossed on the front of the Card or provided in your Device.

Pass Code means a password or code that a Cardholder must keep secret that is used to authenticate the Cardholder's identity or a transaction. Examples include a code delivered to by text to a Device or email which is required to perform a transaction (often called 'Two Factor Authentication').

Pays Providers means the mobile payment and Device Wallet service created by Apple, Google and Samsung Pay, respectively.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about a Cardholder in which their identity is apparent or can reasonably be ascertained from the information or opinion.

Physical Card means the plastic Mastercard issued by EML.

PIN means the four-digit personal identification number which we issue to Cardholders to access some of the Card services, including withdrawing Cash from an ATM.

PIN Mailer means the letter sent to each Cardholder including the Card and instructions on how to use the Card.

POS Transaction means Point of Sale transactions.

Product Disclosure Statement means this document.

Security Requirements means the Security Requirements described under section 15.11 "Card Security".

Stored Value means the total Available Balance of the Cardholder's CardHero Account transferred to the Card and available.

Terms and Conditions means Part B of this document.

Tokenised Card means the process in which the sensitive personal information (including, but not limited to, a Cardholders Primary Account Number (PAN)) is substituted for a unique identifier (token) by Mastercard and stored within a Device for you to use as payment. A Tokenised Card can be used for contactless purchases as well as card not present transactions, including online purchases.

Unauthorised Transaction means a transaction not authorised by a Cardholder but does not include any transaction carried out by a Cardholder or by anyone performing the transaction with the Cardholder's knowledge and consent.

we, us, our means EML and, except where the context indicates a different intention, also includes any agent acting on behalf of EML

Website means www.cardhero.co any additional or replacement website we notify you as the website for the purposes of these Terms & Conditions from time to time.

15.2. OVERVIEW

These Terms and Conditions govern the use of the Card. Please read them carefully and keep a copy for your records.

By activating or using a Card, the Cardholder agrees to be bound by these Terms and Conditions and by agreeing to these Terms and Conditions, the Cardholder:

- acknowledges a copy of this PDS has been given, or provided by access to the Website which holds the PDS in which these Terms and Conditions are included;
- acknowledges and agrees to the information and disclosures contained in the PDS.

By signing the back of the Card, loading the Card to a Device Wallet or using the Card, the Cardholder (and any Authorised User) also agrees to be bound by these Terms & Conditions. It is the Card Program Sponsor's responsibility to ensure that Cardholders are made aware that they must comply with these Terms and Conditions.

The Cardholder also acknowledges and agrees to the disclosures and other information contained in the Product Disclosure Statement. Those disclosures and information form part of the agreement with EML except to the extent that these Terms and Conditions provide otherwise or qualify the disclosures and information.

Important points to remember to safeguard the Card:

- sign the Card immediately when you receive it;
- memorise your PIN and never store it with or near your Card;
- never lend your Card to anyone;
- never communicate your PIN, or a Pass Code you have received, to anyone;
- try to prevent anyone else seeing you enter your PIN into an ATM or EFTPOS Device;
- never leave your Card unattended, e.g. in your car or at work;
- if you add the Card to a Device Wallet, you should:
 - lock your mobile device;
 - assign a Device Pass Code to unlock your mobile device;
 - not share your Device Pass Code to anyone;
 - not leave your Device unattended;
 - not store anyone else's Biometric Identifier within your Device;
 - remove any other registered Biometric Identifier which is not your own from your Device;
 - ensure that any security details to access your mobile device or authorise a payment with your Device is not easily guessed;
- immediately report the loss, theft or unauthorised use of your Card or Device to EML on 1300 739 889;
- examine your account statement in the App to identify and report, as soon as possible, any instances of unauthorised use; and
- for security reasons, on the Expiry Date destroy the Physical Card by cutting it diagonally in half.

If the Cardholder fails to properly safeguard the Card and PIN, it may increase your liability for unauthorised use.

15.3. THE CARD

- the Card is a prepaid, reloadable Mastercard card and value must be loaded to the Card before it can be used;
- the Card Sponsor can load value to the Card in accordance with these Terms and Conditions;
- the Card allows cash withdrawals at ATM's and purchases to be made wherever Mastercard cards are honoured for electronic transactions if a sufficient Available Balance exists for the transaction;
- the Card is not a Credit Card;
- the Card is not a facility by which EML takes deposits
- if a Cardholder permits someone else, such as an Authorised User, to make a purchase with the Card, including by using the Card, the Cardholder will be responsible for any transactions initiated by that person with the Card;
- there is no interest payable on the credit balance on the Card; and
- the Card remains the property of EML and must be surrendered if we ask for the Card to be surrendered.

15.4. USING THE CARD

- the Cardholder must register via the Website, App or where CardHero has been given the authority to do so, by CardHero (either directly or through its clients or agents);
- upon completion of registration, the Card will be activated and ready for use;
- the Cardholder can purchase goods and services using the Card and the payment is debited against the Available Balance. The Card allows a Cardholder to purchase goods and services:
 - at an outlet within Australia that has EFTPOS available by either:
 - selecting the 'credit' button wherever Mastercard cards are accepted; or
 - making a contactless payment.
 - over the telephone or the internet by providing the PAN, expiry date and security code; or
 - at outlets overseas wherever Mastercard cards is accepted.
- When the Cardholder is paying for goods and services by selecting the 'credit' button at a Point of Sale terminal or providing the Card number to a merchant over the telephone or the Internet, the transaction will be covered by Mastercard's Zero Liability Protection Policy. This means they are protected against Unauthorised Transactions. Mastercard's Zero Liability Protection Policy does not apply to ATM transactions or transactions not processed by Mastercard.
- The Cardholder must not make or attempt to make transactions that exceed the Available Balance;
- If the Cardholder makes or attempts to make any transactions that exceed the Available Balance then you will be liable for any Negative Balance, along with any costs or interest we incur in recovering or attempting to recover the amount owing;
- if a Negative Balance arises, that does not mean that a Negative Balance will be allowed to arise or be increased on subsequent occasions;

- the Cardholder can use the Card within the limits specified in section 15.8 provided that they do not exceed the Available Balance and the expiry date for the Card has not passed;
- EML or CardHero may restrict or stop the use of the Card if excessive uses of the Card or other suspicious activities are noticed;
- The Cardholder cannot “stop payment” on any transaction after it has been completed. If there is a problem with a purchase made with the Card, or a dispute with a merchant, the Cardholder must deal directly with the merchant involved and if they cannot resolve the dispute with the merchant, you should contact EML.
- If the Cardholder is entitled to a refund for any reason relating to a transaction, they agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to the Card, Cash refund or in store credit. If the Card is expired or revoked before they have spent any value loaded to the Card resulting from a refund then you will have no access to those funds unless a replacement Card has been issued to the Cardholder;
- we are not liable in any way when an authorisation is declined for any particular transaction regardless of reason;
- where authorised by the Card Program Sponsor, the Card may be used at ATM's that accept prepaid Mastercard cards. ATM transaction fees and charges may apply. These are in addition to any ATM operator fees that vary by ATM operator. All ATM fees and charges will be automatically debited against the Available Balance. After the Available Balance has been exhausted or if there are insufficient funds for the payment of ATM fees and charges for a transaction in addition to the amount of a withdrawal, the ATM transaction will be declined;
- if the Cardholder permits someone else to use the Card, the Cardholder will be responsible for any transactions initiated by that person with the Card;
- if an Authorised User is permitted to perform a Delegated Spend with the Card, the Cardholder will be responsible for any transactions initiated by that person with the Card;
- the Cardholder is solely liable for all authorised transactions on the account, including any Delegated Spend.

15.5. FEES AND CHARGES

The Cardholder agrees to pay the fees provided in these Terms and Conditions. Whenever any of these fees are incurred or become payable, the Cardholder authorises us to deduct it from the Available Balance and reduce the Available Balance accordingly.

Applicable fees are as follows:

Fees and Charges to be paid by the Cardholder	
Card Issue and Funds Loading	
Replacement Card Fee	\$10.00
ATM Withdrawals	
ATM Transactions	ATM Owners Fees

Account Keeping Fees	
Foreign Exchange Fee	2.99%
Disputed transaction fee (per transaction)	\$11.00
Monthly expired card fee (charged each month after Card expiry)	\$4.40
Manual funds transfer fee – Card to external account transfer	\$27.50

Certain merchants may charge an additional fee for using the Card to purchase goods and/or services. Any such fee is determined and charged by the merchant and is not retained by us and along with the Foreign Exchange Fee, is charged at the time of transaction and is included in the total purchase price.

All fees and charges are expressed in Australian dollars and are inclusive of any applicable GST.

15.6. LOADING OF VALUE

Value can be loaded to the Card only as specifically provided in these Terms and Conditions and subject to the limits shown in section 15.8. The Card Program Sponsor may load the Card through the Website, App or where applicable, CardHero (or its clients or agents) may facilitate the loading and reloading of Stored Value to the Card, in line with the limits contained in section 15.8.

15.7. FOREIGN TRANSACTIONS

The Available Balance on your Card is in Australian dollars. Transactions made in a currency other than Australian dollars will be subject to the prevailing Mastercard exchange rate at the time plus a 2.99% foreign exchange fee. Example of Foreign Exchange Fee:

A Cardholder makes a purchase from a merchant located outside Australia (e.g. USA);

At the time, Mastercard's prevailing exchange rate is US\$1.00 = \$0.95 Australian;

The Cardholder spends US\$200.00;

The Australian dollar amount is US\$200.00 x \$0.95 = \$190.00;

The foreign exchange fee is therefore 2.99% x \$190.00 = \$5.68

For a full listing of fees and charges please refer to section 15.5 Fees and Charges.

15.8. LIMITATIONS OF USE OF THE CARD

Subject to the limits set out below, transactions must not exceed the Available Balance of the Card from time to time. The Available Balance can be accessed following the loading of Stored Value to the Card by the Card Sponsor.

The following limitations apply to the Card:

- the Card may not be used for, and authorisation may be declined for, any illegal transactions; and
- some retailers may choose not to accept prepaid Mastercard cards.

The following table illustrates the transaction and load limits applicable to the Card. Merchants or other providers of facilities and Card Program Sponsors may impose additional limits.

Load/transaction	Limit
Point of Sale Limits	
Maximum Point of Sale per transaction	\$7,500
Daily Point of Sale Limit (including ATM Withdrawal transactions)	\$7,500
Maximum number of transactions per day (including POS and ATM Transactions)	25
ATM Withdrawal Limits	
Daily ATM Withdrawal Limit	\$999
Minimum ATM withdrawal amount per transaction	\$20
Maximum ATM Withdrawal Amount per transaction	\$999
Maximum number of ATM transactions per day	10
Load and Account Limits	
Maximum Card Balance at any one time	\$7,500
Daily Total Limit (from ATM and/or POS)	\$7,500
Maximum Load to card per transaction	\$7,500
Maximum Load to card per 24 hours	\$7,500
Maximum number of loads to card per 24 hours	10

15.9. PIN AND PASS CODES

The PIN will be provided to a Cardholder in the PIN Mailer (or they may set it through the App (upon verification of registration)). The Cardholder must not disclose the PIN to any other person.

A Pass Code may be provided to a registered Device to complete a transaction – this is often referred to as Two Factor Authentication. Where a Cardholder is provided a Pass Code for Two Factor Authentication, they must not disclose that Pass Code to any other person.

15.10. PIN CHANGE

To change the PIN, the Cardholder should go to the App or <https://pin.emerchants.com.au>:

- the Cardholder will be prompted to enter their 16-digit Personal Account Number (PAN) along with personal details to verify their identity; and
- following verification of their identity a Pass Code will be sent to either the Cardholder's email address or mobile phone number as registered with the Card. The Pass Code will be required to allow the Cardholder to access their PIN.

If a Cardholder has any technical difficulty retrieving their PIN, they should contact EML on 1300 739 889.

15.11. SECURITY

Cardholders must make sure that the Card, Device, Identifiers and any PIN's or Pass Codes are kept safe and secure. The precautions we require the Cardholder to take (**Security Requirements**) are set out below.

A Cardholder must not:

- allow anyone else to use the Card;
- interfere with any magnetic stripe or integrated circuit on the Card;
- unnecessarily disclose the PAN;
- write the PIN on the Card;
- carry the PIN with the Card;
- carry the PIN or Device Pass Code with the Device, or record the PIN or Device Pass Code on anything carried with the Card or liable to loss or theft simultaneously with a Device, unless a reasonable attempt is made to protect the security of the PIN or Device Pass Code; or
- voluntarily disclose the PIN, Device Pass Code or Pass Code to anyone, including a family member or friend.
- allow someone else to register a Biometric Identifier on their Device; or
- provide any Device Pass Code to another to access their Device.

15.12. LOSS, THEFT AND MISUSE OF CARDS

If the Cardholder knows or has reason to suspect that the Card or Device is lost or stolen or damaged, likely to be misused or the Cardholders has reason to suspect that someone else may know the PIN, Identifiers, Device Pass Code or Pass Code, you or the Cardholder must immediately notify CardHero or EML. We will then suspend the Card to restrict further use.

The Cardholder may be required to confirm details of the loss, theft or misuse in writing (and to provide particular information in the confirmation) and must comply with that requirement.

If any lost Card or Device is subsequently found, it must not be used, the Cardholder must not attempt to use the Card associated with that Device.

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, the Cardholder will need to contact CardHero on +61 2 8328 0505 or EML and arrange to be issued with a new Card.

15.13. LIABILITY FOR UNAUTHORISED TRANSACTIONS

Your liability for losses arising from Unauthorised Transactions will be determined under the ePayments Code.

Where you are not liable

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 are caused by:

- fraud or negligence by our employees or agents, a third party involved in networking arrangements, or a merchant or their employee or agent;
- a Card, Identifier or Pass Code which is forged, faulty, expired or cancelled;
- a transaction requiring the use of a Card and/or Pass Code that occurred before the Cardholder has received the Card and/or Pass Code (including a reissued Card and/or Pass Code);
- a transaction being incorrectly debited more than once to a Card; or
- an Unauthorised Transaction performed after you or a Cardholder have informed us that the Card has been misused, lost or stolen, or the security of a Pass Code has been breached.

You are not liable for loss arising from an Unauthorised Transactions that can be made using an Identifier without the Card or a PIN. Where a transaction can be made using the Card, or a Card and an Identifier (such as a contactless purchase using the Tokenised Card) without a PIN, you are liable only if you unreasonably delayed reporting the loss or theft of a Device or the Physical Card.

Where you are liable

You are liable for loss resulting from an Unauthorised Transaction if we can prove on the balance of probability that you contributed to the loss through fraud or breaching sections 15.11 and 15.12 of these Terms and Conditions. In those circumstances you are liable in full for the actual losses that occur between when you become aware of the security compromise, theft or misuse of a Card or Device, or should

reasonably have become aware in the case of a lost or stolen Physical Card, Device or breach of PIN or Pass Code security is reported to us, however:

- you are not liable for the portion of losses incurred on any one day in excess of any applicable daily transaction limit; and
- you are not liable for the portion of losses incurred in any period in excess of any applicable periodic transaction limit; and
- you are not liable for the portion of losses that exceeds that Available Balance; and
- you are not liable for the portion of losses incurred if you and we had not agreed that the Available Balance could be accessed using the Card or identifier and/or PIN used to perform the transaction.

The Cardholder will be liable for losses arising from an Unauthorised Transaction that occurs because the Cardholder contributed to losses by leaving a physical card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a Card being left in the ATM.

The Cardholder will be liable for losses arising from an Unauthorised Transaction if we can prove on the balance of probability that you contributed to those losses by unreasonably delaying reporting the misuse, loss or theft of a Card or Device, or that the security of all PIN or Device Pass Codes has been breached. In those circumstances, the Cardholder is liable in full for the actual losses that occur between when becoming aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen Card, but:

- is not liable for the portion of losses incurred on any one day in excess of any applicable daily transaction limit; and
- is not liable for the portion of losses incurred in any period in excess of any applicable periodic transaction limit; and
- is not liable for the portion of losses that exceeds the Available Balance; and
- is not liable for the portion of losses incurred if we and the Cardholder had not agreed that the Available Balance could be accessed using the Card or Identifier and/or PIN used to perform the transaction.

If a PIN was required to perform an Unauthorised Transaction not already covered above, the Cardholder will be liable for the least of:

- \$150; or
- the Available Balance; or
- the actual loss at the time that the misuse, loss or theft of a Card or breach of PIN security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily or other periodic transaction limit.

If you report an Unauthorised Transaction, we will not hold you liable for losses arising from the Unauthorised Transaction for an amount greater than your liability if we exercised any rights under Mastercard Scheme Rules, at the time of the report, against other parties to the Mastercard scheme (for example, chargeback rights).

Important Information about Chargebacks

In some circumstances, the Cardholder may be able to request a chargeback of a transaction when there is a dispute with a merchant, such as the merchant's failure to supply the goods or services paid for by the Cardholder.

A chargeback is a right under the Mastercard Scheme Rules by which a transaction can effectively be reversed by us debiting an amount to the merchant's financial institution and crediting back to the Cardholder's Available Balance. We can only process chargebacks if the Mastercard Scheme Rules allow us to.

If the Cardholder believes that they are entitled to a chargeback, we must be notified as soon as possible by contacting EML.

The Mastercard Scheme Rules impose time limits for initiating chargebacks. The time limit is generally 90 days from the date of the disputed transaction.

If you request a chargeback, we may need you to provide additional information. If we do ask you for additional information and you do not provide it within 10 days, then you may lose any rights to the chargeback and if it has already been processed, we may reverse it.

Please note that if we process a chargeback, the merchant may have rights under the Mastercard Scheme Rules to have the transaction investigated further, and this can in some circumstances result in the chargeback being reversed (which means the original transaction might be reinstated by being debited to your Available Balance).

15.14. TRANSACTIONS

The Cardholder will not receive paper statements from us regarding the operation of the Card. Periodic statements showing the transactions on the Card and the Available Balance are available on the App.

Provided the Cardholder has registered the Card, it's balance and transaction history will be made available 24 hours a day, 7 days a week, through the App and can be accessed at no charge (see section 15.4 "Using the Card").

If a Cardholder notices any error (or possible error) in any transaction or statement relating to Card, then the Cardholder must notify EML immediately. We may request additional written information concerning any error (or possible error) and the Cardholder must comply with that request.

It is the responsibility of the Cardholder to regularly review their transaction history to identify Unauthorised Transactions.

15.15. CARD EXPIRY

The Card is valid until the expiry date shown on it unless it is cancelled before then.

The Card cannot be used after expiry. A Cardholder cannot access any value loaded on the expired Card unless a replacement Card is issued to the Cardholder.

We may issue the Cardholder with a replacement Card if requested by the Cardholder at any time after expiry and provided the Cardholder has registered their details with us, including their name and Australian address. We reserve the right not to issue a replacement Card to the Cardholder, in which case we will return any Available Balance on the Card to you.

15.16. REPLACEMENT CARDS

If the Card is misused, lost or stolen, the Cardholder should notify CardHero or EML in accordance with section 15.12 so that the Card can be cancelled.

The Card Program Sponsor can request CardHero or EML to provide the Cardholder with a replacement Card.

A replacement Card will be arranged after the Cardholder notifies us that the Card or Card details are misused, lost or stolen in accordance with section 15.12 and the misused, lost or stolen Card has been blocked. The Cardholder will need to register and activate the new Card in accordance with section 15.4 and add the Tokenised Card to their Device Wallet.

15.17. CARD REVOCATION AND CANCELLATION

You may ask for the Card to be cancelled at any time. If you ask for the Card to be cancelled and we ask you the Cardholder must surrender or destroy the cancelled Physical Card and also remove the Tokenised Card from your Device Wallet and you must not use the cancelled Card. When the Cardholder surrenders the Card, they must give us their correct name and contact address.

We may cancel the Card at any time. Where possible, we will give 20 days' advance notice of the cancellation. However, we may act without prior notice if:

- we believe that use of the Card may cause loss to you or to us; or
- we believe that it is required for security purposes, including where it used for Unauthorised Transactions or due to fraud; or
- a Cardholder breaches any material term or conditions of this PDS, including these Terms and Conditions; or
- we suspect the Card has been used illegally.

If we cancel the Card, we will give notice to the Cardholder and the Card Program Sponsor as soon as reasonably practical afterwards.

We may revoke the Card at any time without cause or notice. If we ask, the Cardholder must surrender or destroy the revoked Card and must not use the revoked Card.

On the revocation or cancellation of the Card, we will pay the Available Balance to the Card Program Sponsor into a nominated bank account when an instruction has been issued to CardHero to do so and after CardHero has been provided with all information required by CardHero in order to withdraw the Available Balance from the Card. Upon receiving the instruction to do so, EML will pay the Available Balance into a nominated bank account 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; and
- if EML require it, EML have received the surrendered or cancelled Card from the Cardholder.

Any payment of the Available Balance from a revoked or cancelled Card to a nominated bank account may take 30 days from the date EML receives the instruction from CardHero.

15.18. ACCESSING YOUR AVAILABLE BALANCE IF YOU DON'T HAVE A CURRENT CARD

Whether or not the Cardholder has a current Card to transact against the Available Balance, the Card Program Sponsor may instruct us or CardHero to pay the Available Balance by sending it to a nominated bank account (Funds Redemption Request). The Card Program Sponsor may do this by contacting CardHero with an instruction to do so.

Upon receiving a Funds Redemption Request from CardHero in respect of the Card, we will pay the Available Balance to you when you have provided an instruction to CardHero to do so and after you have provided all information required by CardHero in order to withdraw the Available Balance from the Card. Upon receiving the instruction to do so, EML will pay the Available Balance into a nominated bank account when:

- we are satisfied that there are no un-cancelled or unexpired authorisations or approvals on the Card; and
- we are satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Available Balance; and
- if we require it, we have received any surrendered or cancelled Cards from you.

Any payment of the Available Balance from a Card to a nominated bank account may take 30 days from the date EML receives the instruction from CardHero.

15.19. 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, through no fault of our own, a terminal or system does not work properly;

- if circumstances beyond EML control prevent a transaction, despite any reasonable precautions having been taken by us;
- for any loss resulting from any failure due to events outside our reasonable control;
- for any loss resulting from any system failure or industrial dispute outside our reasonable control;
- for any industrial dispute;
- for any ATM refusing to or being unable to accept the Card;
- for the way in which any refusal to accept the Card;
- for any indirect, special or consequential losses;
- for any infringement by the Cardholder of any currency laws in the country where the Card is issued or used;
- for any dispute between the Cardholder and the supplier of any goods or services purchased with the Card;
- for our 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.

However:

- your liability for Unauthorised Transactions will be determined according to the ePayments Code; and
- we will not avoid any obligation to you under the ePayments Code on the basis that another party to a shared electronic payments network (to which we are also a party) has caused the failure to meet the obligation.

Our liability in any event shall not exceed the amount of the Available Balance except in relation to:

- Unauthorised Transactions; and
- consequential losses arising from a malfunction of a system or equipment provided by any party to a shared electronic network (unless you should reasonably have been aware that the system or equipment was unavailable or malfunctioning, in which case our liability is limited to correcting any errors and refunding any fees or charges imposed on you).

If any 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 Terms and Conditions or in connection with the Card, then our liability for a breach of such a warranty or condition will in any event be limited to:

- the supplying of the services again; or
- the payment of the cost of having the services supplied again.

EML:

- does not make or give any express or implied warranty or representation in connection with the Card (including quality or standard or fitness for any purpose), other than as set out in the PDS and these

Terms and Conditions or when the warranty or representation is imposed or required by law and cannot be excluded; and

- 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).

EML's obligation to the Cardholder in relation to the functionality of the Device Wallet is limited to securely supplying information to Pays Providers to allow the use of the Card within a Device Wallet. EML is not otherwise liable for the use, functionality or availability of the Device Wallet, the availability of compatible contactless terminals, or a reduced level of service caused by the failure of third party communications and network providers (except to the extent that we are deemed liable under the ePayments Code).

The Cardholder agrees to the respective Pays Provider's terms and conditions to use the Tokenised Card

Any failure or delay enforcing a term of these Terms and Conditions does not mean a waiver of them.

15.20. ANTI-MONEY LAUNDERING AND COUNTER TERRORISM FINANCING OBLIGATIONS

EML is subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and the Rules and other subordinate instruments under the Act (AML/CTF Laws). Before the Card can be activated, EML is obliged to collect certain identification information from the Cardholder (and verify that information) in compliance with the AML/CTF Laws. Customer identification information includes detailed 'know your customer' (KYC) information about the Cardholder such as:

- name, and
- address, and
- date of birth.

EML may be prohibited from offering services or entering into or conducting transactions with you if you do not provide this information.

You should be aware that:

- EML is not required to take any action or perform any obligation under or in connection with the Card if it is not satisfied as to the Cardholder's identity, or where there are reasonable grounds to suspect that by doing so it may breach the AML/CTF Laws;
- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of another country). Where transactions are delayed, blocked, frozen or refused, EML is not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your Card;
- EML may from time to time require additional information from you to assist us in the above compliance process; and
- where legally obliged to do so, EML will disclose the information gathered to regulatory and/or law enforcement agencies, banks, service providers or to other third parties.

You provide EML with the following undertakings and indemnify EML against any potential losses arising from any breach by you of such undertakings:

- you will not initiate, engage or effect a transaction that may be a breach of Australian law or sanctions (or the law or sanctions of any other country); and
- the underlying activity for which your Card is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

15.21. PRIVACY AND INFORMATION COLLECTION

EML (in this Privacy Statement referred to as "we"), collects the Personal Information of Cardholders along with information regarding their Device (such as device type and model, operating systems and security information) so that we can establish and administer the Card provided to you.

Examples of Personal Information we collect include names, addresses, email addresses, and phone numbers.

When we collect personal information we will, where appropriate and where possible, explain to you why we are collecting the information and how we plan to use it.

We collect and store your personal information for the primary purpose of creating and managing your Card. As part of this process, we use this information to verify your identity so that we can comply with AAML/CTF Laws. We may also use your personal information to communicate with you and in circumstances where you would reasonably expect such use or disclosure.

We will only use your Personal Information to:

- to ensure that the Card properly functions with your Device
- to assist in arrangements with other organisations in relation to the provision of a product or service;
- to perform administrative and operational tasks (including systems development and testing);
- to prevent or investigate any fraud or crime (or a suspected fraud or crime);
- satisfy identification requirements under the AML/CTF Laws and the Rules and other subordinate instruments under that Act and such information may be exchanged with verification agencies (which may be overseas).

We may also exchange information with Pays Providers:

- to enable the use of the Card with the Device Wallet and to improve and promote the Pays Providers generally; and
- to detect and address suspected security breaches or fraud.

Without your information, we cannot make the Card available to you and you should not activate or use the product.

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.

Information will be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law and when necessary:

- to satisfy identification requirements under the AML/CTF Laws; or
- for completing a transaction; or
- to verify the existence and condition of a Card; or
- to utilise services of affiliates who assist in providing a Card; or
- if you give us permission; or
- if you owe us money; or
- if there are legal proceedings or a complaint in connection with the Card; or
- to protect against potential fraud and other crimes.

We will not disclose the Cardholder's personal information outside Australia except in the above circumstances.

When the Card Program Sponsor applies for the Card, or where you activate or use 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 Policies 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 Policies are available at:

EML: <https://www.emlpayments.com/privacy>

CardHero: <https://www.cardhero.co/privacypolicy.php>

You may contact EML's Privacy Officer in relation to your Personal Information (or to opt out of marketing) on 1300 739 889 or support@emlpayments.com.au.

You may contact CardHero Privacy Officer at support@cardhero.co in relation to your Personal Information (or to opt out of marketing).

The Privacy Policies of the Pays Providers are available at:

Apple Pay: <https://www.apple.com/au/privacy/>

Google Pay: <https://policies.google.com/privacy?hl=en&gl=au>

Samsung Pay: <https://www.samsung.com/au/info/privacy/>

You agree that we may give written notices or other communications to you under or in connection with these Terms and Conditions (including information under the ePayments Code such as statements) by either:

- sending the notice, information or communication using Electronic Communication; or
- using Electronic Communication to notify you that the notice, information or communication is available from an electronic address (such as the Website)

You may vary your nominated email address for Electronic Communication by notifying us through the Website and satisfying us of your identity.

In addition, we may give you notices, information or other communications to you relating to the Card (including information under the ePayments Code such as statements):

- by Electronic Communication to your email address last known to us or which you last gave us for sending notices and communications to you; or
- if the notice or communication is not personal to you – by publishing a notice to the Website.

If we give a notice, information or other communication to you electronically, you are taken to have received it on the day it is transmitted.

You agree that, for the purpose of telephone communications originated or received by us and for the purpose of Electronic Communications received by us or through the Website, we:

- may verify your identity by reference to any or all the information given by you or the Card Program Sponsor when applying for the Card or during the Card activation or any changes made to this information; and
- may proceed on the basis that we are satisfied by that verification.

15.23. KEEPING YOUR CONTACT DETAILS UP TO DATE

You must notify us immediately of any change to your address and other contract details by updating your details through the App. We will not be responsible if you do not receive any notice or correspondence that has been sent in accordance with the contact details provided.

We 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.

15.24. CHANGES TO THESE TERMS AND CONDITIONS

We may change these Terms and Conditions and any information in this PDS relating to the Terms and Conditions (including fees and charges and load and transaction limits) at any time without your consent for one or more of the following reasons:

- to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice; or
- to reflect any decision of a court, ombudsman or regulator;
- to reflect a change in our systems or procedures, for security reasons; or
- because of changed circumstances (including by adding benefits or new features); or
- to respond proportionality to changes in the cost of providing the Card; or
- to make them clearer.

Where a change to this PDS involves an increase to our fees and charges, the introduction of a new fee or charge or is otherwise materially adverse, we will give you notice at least 30 days before the change takes effect. We will notify you of these changes by sending an individual notice to you (either by giving it to you personally or by email or App notification).

Where changes to these Terms and Conditions are not materially adverse, we will notify you at least 20 days before any changes to these Terms and Conditions take effect and we may update the information by making information about the change available on the Website. You can obtain a paper copy of this information on request free of charge.

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 and the ePayments Code without prior notice.

15.25. THE WEBSITE AND APP

Although considerable effort is expended to make the Website, App and any other operating communication channels available at all times, no warranty is given that these channels will be available and error free every minute of every day.

You agree that we are not responsible for temporary interruptions in service due to failure beyond our control including, but not limited to, the failure of interconnecting operating systems, computer viruses, and forces of nature, labor disputes and armed conflicts.

15.26. GOVERNING LAW

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

Any legal proceedings concerning these Terms and Conditions, the agreement between you and EML (which is governed by these Terms and Conditions) or the Card may be conducted in the courts at Brisbane, Queensland, Australia.