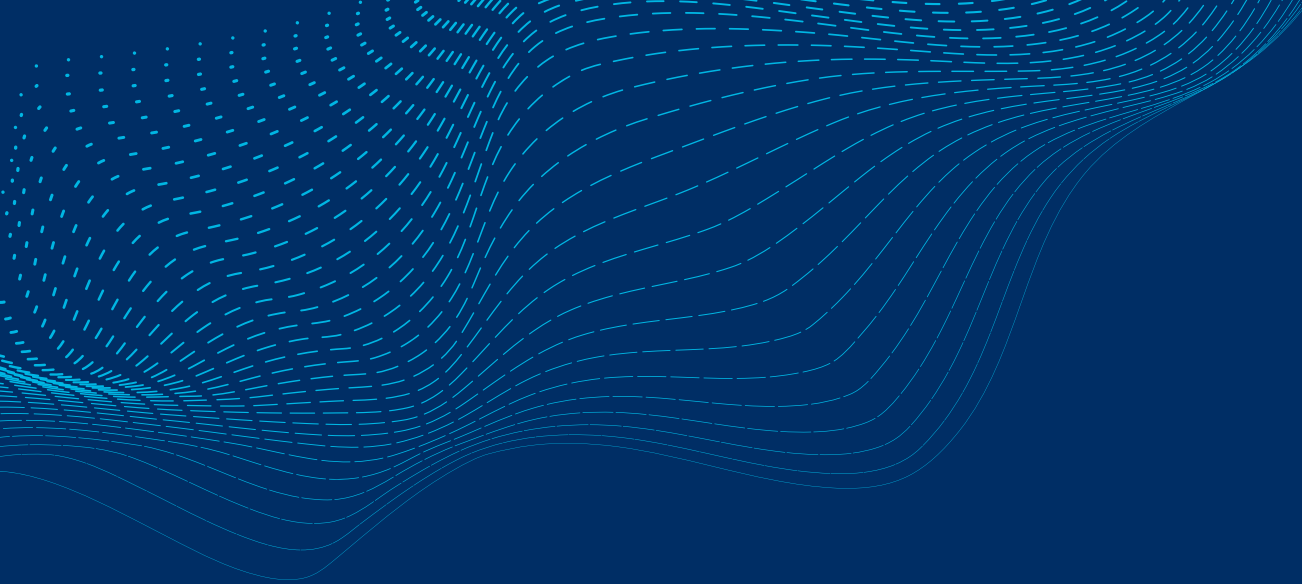
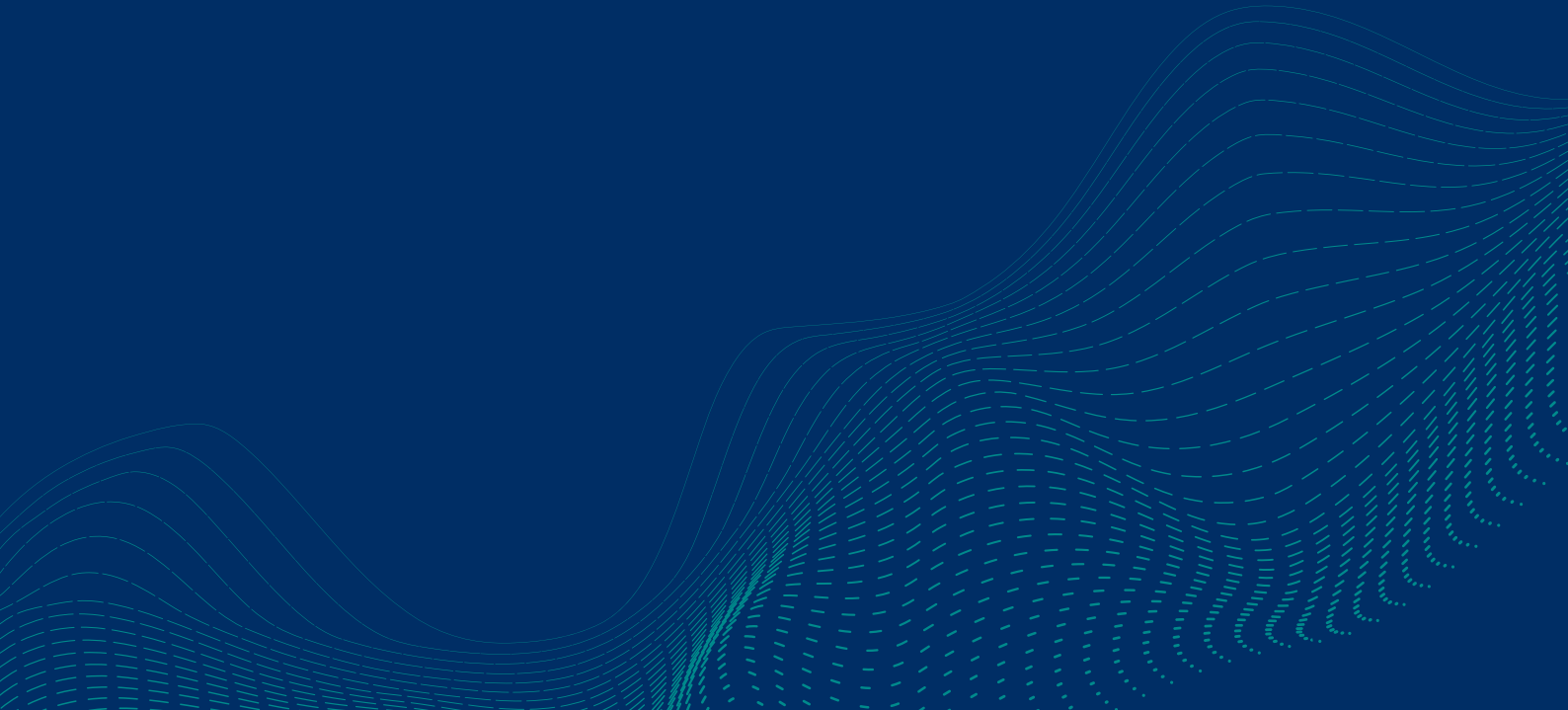




enhanced Income Management

Account and SmartCard Conditions of Use



Contents

SUMMARY OF IMPORTANT INFORMATION 2

PART A – INTRODUCTION 4

- 1 About these Conditions of Use 4

PART B – OPENING AND ACTIVATING YOUR ACCOUNT 4

- 2 Opening Your enhanced Income Management Account (“Account”) 4
3 Activating your Account 4
4 Setting your PIN 4

PART C – GENERAL TERMS AND CONDITIONS 5

- 5 Centrelink Payments 5
6 Depositing Funds into your Account 5
7 Accessing Funds in your Account 5
8 Fees 5
9 Interest 5
10 Total Daily Payment Limit 5
11 Statements and transaction history 5
12 Overdrawn Accounts 6
13 Closing your Account 6
14 Payment Nominees 6
15 Blocked Merchants List 7

PART D – TRANSFERRING MONEY 7

- 16 Internet Transfer Facility 7
17 Periodic Payment 8
18 Direct Debit 8
19 Liability for Unauthorised Transactions for Internet Payments 9
20 Processing of instructions 9

PART E – DIGITAL WALLETS 9

- 21 Digital Wallets 9
22 Security and liability 9
23 Suspension of Digital Wallet 9
24 Data Collection and Privacy 9

PART F – BPAY 9

- 25 Introduction to BPAY 9
26 BPAY Restrictions 10
27 How to use BPAY to make BPAY Payments 10
28 Timing of BPAY Payments 10
29 Mistaken and Unauthorised BPAY Payments and Liability 11
30 BPAY Mistaken Payments 11
31 BPAY Unauthorised Payments 11
32 BPAY Fraudulent Payments 11
33 BPAY Resolution Principles 11
34 Refunds 11
35 Consent 11
36 Consequential damage 12
37 BPAY and Privacy 12

PART G – SMARTCARD CONDITIONS OF USE 12

- 38 About your SmartCard 12
39 Using your SmartCard 12
40 SmartCard Restrictions 13
41 Limitations on using your SmartCard 14
42 Visa Secure 14
43 Your SmartCard Responsibilities 14
44 Using your SmartCard outside Australia 14

- 45 If your Visa Card is lost or stolen 14
46 Replacement SmartCard 15
47 Temporary Replacement Card 15
48 Cancellation of your SmartCard 15
49 Disputed SmartCard Transactions and Chargeback Rights 15

PART H – SECURITY 16

- 50 Protecting your PIN and Online Account Portal access code 16
51 Protecting your Digital Wallet 17
52 Loss, theft or misuse of a Card, PIN, Access Code or Mobile Device 17

PART I – LIABILITY 17

- 53 Liability for Unauthorised Transactions 17
54 Where limited liability applies 18
55 How we determine liability 18
56 Mistaken payments 18
57 Where sufficient funds are available in the unintended recipients account 19
58 Where there are not sufficient funds available in the unintended recipients account 19
59 Your obligations when there is a mistaken payment 19
60 Our obligations when there is a mistaken payment 19
61 Complaints about the Issuer's handling of a mistaken payment 19

PART J – ONLINE ACCOUNT PORTAL 19

- 62 Your Access to the Online Account Portal 20
63 Contact Details 20
64 Functions of the Online Account Portal 20
65 Configuring Alerts 20
66 Turn your SmartCard On and Off 20
67 Other General Website Terms 20

PART K – PRIVACY 21

- 68 The type of personal information we collect about you 21
69 Who we collect your personal information from 21
70 Why we collect and use your personal information 21
71 What information we provide to the Commonwealth of Australia 22
72 Who we provide your personal information to 22
73 What happens if you do not provide your personal information to us 22
74 Where we store your personal information 22
75 How you can access your personal information 22
76 Privacy Complaints 22

PART L – GENERAL MATTERS 22

- 77 The ePayments Code 22
78 Code of Operation 23
79 Queries and Complaints 23
80 Account Protection 23
81 Residual Funds and Unclaimed Money 23
82 How we communicate with you 24
83 Changes to these Conditions of Use 24
84 Anti-Money Laundering and Counter-Terrorism Financing 24
85 Assignment of Rights 25

PART M – MEANINGS 25

SUMMARY OF IMPORTANT INFORMATION

CONTACT DETAILS

If you need help with any of the services described in these Conditions of Use, you may contact:

- Services Australia's SmartCard eIM hotline (the SmartCard eIM hotline) on 1800 252 604 between the hours of 8.00am to 5.00pm Monday to Friday local time in your State or Territory;
- If your SmartCard is lost or stolen, or if you store your card details in a Digital Wallet and you lose your mobile device you need to report this by logging into your Online Account Portal at www.smartcard.com.au/eim/login and following the prompts to block your SmartCard, or alternatively by calling the SmartCard eIM hotline on 1800 252 604 (24 hours a day, 7 days a week) or if you are overseas, on +61 2 9600 1253.

How to access your Online Account Portal:

On the internet, go to smartcard.com.au. You may also log into the Online Account Portal via the SmartCard eIM App (available from Google Play for Android devices or the Apple App Store for Apple devices). Your Online Account Portal contains details about your Account, including the amount of money you have available in your Account and what payments have been made in and out of your Account. Please see Part H of these Conditions of Use for details about the Online Account Portal and how to log in.

In addition to the above contact details, Services Australia may publicise times when staff and representatives will be available in certain locations to provide assistance to customers who are participating in enhanced Income Management.

ENHANCED INCOME MANAGEMENT ACCOUNT

The enhanced Income Management (eIM) program is an initiative of the Commonwealth Government and is administered by Services Australia. Your Account and your SmartCard (a multi-network Visa and eftpos debit card) are issued by Indue (the Issuer) in connection with your participation in enhanced Income Management.

Services Australia provides customer support through its SmartCard eIM hotline, to assist you with basic Account and Debit Card queries in order to provide you with a seamless customer service experience. Indue will undertake specific responsibilities as Issuer of your Account and SmartCard with limited direct customer contact.

As part of enhanced Income Management, the use of your Account and SmartCard has been restricted to prevent you from using your Account or SmartCard to access cash or purchase alcohol, tobacco, pornographic material and gambling products and services.

To find out more information about enhanced Income Management, please visit Services Australia's website www.servicesaustralia.gov.au/smartcard, or call the SmartCard eIM hotline on 1800 252 604.

Services Australia or the Issuer may share personal information we have collected about you or any Payment Nominee which relates to the use of your Account and/or SmartCard (including your name or a Payment Nominee's name, address, date of birth, contact details, transaction history and communications about your Account) to the Commonwealth of Australia which may use this information at its discretion to ensure restrictions are being

applied effectively and to evaluate the enhanced Income Management program. The Commonwealth may provide de-identified summary data to a third party evaluator as part of this process. Further information about the type of personal information Services Australia or the Issuer collect, why it is collected and who it may be shared with is set out at Part K.

ACCOUNT RESTRICTIONS

You cannot withdraw cash from your Account. This means that you cannot use your SmartCard to withdraw cash from any ATMs or via "cash out" using any point-of-sale terminal devices.

You also cannot use money in your Account (including through the use of your SmartCard) to:

- purchase Restricted Goods, which include alcohol, tobacco, pornographic material, gambling services or cash-like products that could be used to use to purchase restricted goods and gambling products and services;
- make a payment to a Blocked Merchant or Blocked BPAY Biller, which are generally businesses that sell alcohol, tobacco, pornographic material, gambling services or cash-like products that could be used to use to purchase restricted goods and services. Further information about Blocked Merchants and Blocked BPAY Billers is set out in sections 26 and 40 of these Conditions of Use;

Your Account also has some restrictions on who you can transfer funds to as well as the amount of funds that can be transferred. Further information on these restrictions is set out in section 16 of these Conditions of Use.

The following lists will be maintained online at www.smartcard.com.au/for-cardholder/where-can-i-shop:

- **Blocked Merchants List** – this list sets out those businesses or categories of businesses (such as bottle shops) where you will not be able to purchase goods or services either using your SmartCard or by making a payment from your Account.
- **Internet Transfer Funds Restriction List** – this list sets out the current limits and restrictions that are imposed on your Account in relation to you transferring funds from your Account.
- **Participating Mixed Merchant List** – this list sets out merchants who sell both Restricted Goods (such as alcohol, tobacco, pornographic material or gambling products) and goods not restricted under the Social Security Legislation. These participating mixed merchants can accept your SmartCard as they have arrangements in place not to process transactions that include Restricted Goods.

These lists will be regularly updated and it is important that you regularly review these lists to understand how you may use your Account and SmartCard and what restrictions apply to the use of your Account and SmartCard.

BALANCE ENQUIRIES

There are many ways you can find out how much money you have available in your Account, all of which are available 24 hours a day. These include:

- **SMS Balance Enquiry.** Text "BAL XXXX" from your registered mobile (where XXXX is the last 4 digits of your SmartCard number) to 0488 112 114 and we will send you an SMS with the amount of money you have in your Account;

- **Logging in to the Online Account Portal** by going to smartcard.com.au/eim/login;
- **Using the SmartCard eIM App** which is available free of charge from Google Play and the Apple App Store;
- **ATM Balance Enquiry.** Balance enquiries can be obtained free of charge from participating ATMs. A list of ATMs where balance enquiries can be obtained is available at smartcard.com.au/support; or
- **Calling the SmartCard eIM hotline** on 1800 252 604 between the hours of 8.00am to 5.00pm Monday to Friday local time in your State or Territory and following the prompts to hear your available balance.

USING YOUR CARD

To use your SmartCard to make a purchase at a point-of-sale terminal device, insert your SmartCard and press either “SAV” (or “Savings”), “CHQ” (or “Cheque”) or “CR” (or “Credit”).

Then follow the prompts to enter your PIN.

SUMMARY OF ACCOUNT AND VISA CARD FEATURES AND RESTRICTIONS

Type of Payment	Description	Restrictions*	Further Information
Internal Transfer	Payments to other people who hold an Account issued by Indue, or another authorised issuer as part of the enhanced Income Management program can be made from your Account via the Online Account Portal	The Daily Payment Limit applies to all transfers.	• Section 11
External Transfer	Subject to the Restrictions. Payments to accounts with financial institutions other than the Issuer or Other enhanced IM Accounts will need to be set up by, and with the approval of, Services Australia.	Payments can't be made to a Blocked Merchant.	• Section 16 • The Blocked Merchants List maintained at www.smartcard.com.au/for-cardholder/where-can-i-shop/
Using your SmartCard to purchase goods or services (either at a point of sale terminal device or online)	Payments to businesses using your SmartCard	• Can't be used to withdraw cash; • Can't be used to purchase Restricted Goods (such as alcohol, tobacco, pornographic material or gambling services, or cash-like products that can be used to obtain to purchase Restricted Goods); • Can't be used at a Blocked Merchant; • Default maximum daily limit for all SmartCard transactions is \$1,000. Please refer to section 40.11).	• Section 40 • The Blocked Merchants List at www.smartcard.com.au/for-cardholder/where-can-i-shop/
BPAY Payments	Bills featuring the BPAY logo can be paid directly from your Account via the Online Account Portal	Payments can't be made to a Blocked BPAY Biller.	• Section 25 • Blocked Merchants List maintained by the Issuer at www.smartcard.com.au/for-cardholder/where-can-i-shop/
Direct Debits	Where you have provided a merchant with your BSB and Account number and authorised them to automatically withdraw funds	• Can't be used to purchase Restricted Goods (such as alcohol or gambling products or services); • Can't be used at a Blocked Merchant.	• Section 18 • Blocked Merchants List at www.smartcard.com.au/for-cardholder/where-can-i-shop/

* In addition to the restrictions listed in the table, the maximum amount of funds that can be paid out of or transferred from an Account on any given day is limited to the Total Daily Payment Limit of \$10,000. Please refer to section 11 for further information.

Approved payment categories, external transfer restrictions and maximum daily limits are subject to change and are established by Services Australia in accordance with the Social Security Legislation. If these categories or limits change we will update you in accordance with section 83.

Alternatively, If your SmartCard has a Contactless Indicator , and you have contactless turned on or you have stored your SmartCard in a Digital Wallet, you can pay by tapping your card or supported device on a tap to pay enabled terminal and waiting for the transaction to be confirmed. There is no need to enter a PIN for purchases of \$100 or less (which may be increased from time to time). You can change the contactless settings on your card at any time using your online account, the SmartCard eIM App or by calling the SmartCard eIM hotline on 1800 252 604.

PART A – INTRODUCTION

1 About these Conditions of Use

- 1.0 These Conditions of Use apply to the use of your enhanced Income Management Account (“**Account**”) and the products and services attached to your Account. These include the use of your multi-network Visa and eftpos Debit Card (“**SmartCard**”), internet transfers, use of the Online Account Portal and BPAY Payment services. It is important that you read and understand the terms and conditions set out in this document and how they apply to your Account, SmartCard and other services provided to you by the Issuer and Services Australia.
- 1.2 In addition to setting out how you can use your Account and your Smartcard, these Conditions of Use set out a number of important obligations that you have in relation to your Account. For example, section 11.5 provides that you must regularly and carefully check your transaction history so that you can quickly report to Services Australia through its SmartCard eIM hotline on 1800 252 604 any transactions you do not recognise so that they can be investigated. This will help ensure you do not suffer loss.
- 1.3 Your Account and the attached products and services (including your SmartCard) is issued by Indue Ltd ABN 97 087 822 464 and any references to “**Indue**”, “**the Issuer**”, “**we**”, “**us**”, “**our**” in these Conditions of Use is a reference to Indue Ltd. The Issuer holds an Australian Financial Services Licence (number 320204).
- 1.4 Services Australia ABN 90 794 605 008, as representative of the Commonwealth of Australia, provides customer support through its SmartCard eIM hotline, to assist you with basic Account and SmartCard queries in order to provide you with a seamless customer service experience. The Issuer will undertake specific responsibilities as Issuer of your Account and SmartCard with limited direct customer contact.
- In these Conditions of Use any reference to the “**SmartCard eIM hotline**” is a reference to Services Australia.
- Some words used in this document have specific legal, financial or technology meanings. These words start with capital letters and their meanings are described in Part M.
- 1.5 These Conditions of Use govern the use and operation of your SmartCard and your Account. The Conditions of Use may be updated from time to time.

PART B – OPENING AND ACTIVATING YOUR ACCOUNT

2 Opening Your enhanced Income Management Account (“**Account**”)

- 2.1 To open an Account, you need to:
- (1) be an enhanced Income Management Participant (in which case Services Australia will send the Issuer instructions to open an Account); or

- (2) be an enhanced Income Management Volunteer. To be a Volunteer you must receive an Eligible Income Support Payment in a program area, advise Services Australia that you would like to be a Volunteer participant, and agree to have a portion of your income support payments deposited into an enhanced Income Management Account.

3 Activating your Account

If you are an enhanced Income Management Participant or Volunteer

- 3.1 Once your Account has been established, you will be sent a SmartCard in the mail.
- 3.2 You will not be able to access your Account and use your SmartCard until you have activated it.
- 3.3 To activate your Account, go to www.smartcard.com.au or download the SmartCard eIM App on your smartphone (available at Google Play and the Apple App Store) and follow the prompts. When you activate your Account, make sure you have your SmartCard with you, together with the letter you received with it.
- 3.4 Alternatively, you can contact the SmartCard eIM hotline at Services Australia on 1800 252 604 who will assist you with activating your Account.
- 3.5 After you have activated your Account, you will need to set your PIN before you can use your SmartCard. See below at section 4 for details on how to set your PIN.

4 Setting your PIN

- 4.1 As part of activating your Account or SmartCard via the Online Account Portal, you will need to select a four-digit PIN for your SmartCard. This is the four-digit code you will need to enter into point-of-sale terminal devices to make purchases in store using your SmartCard.
- 4.2 If you have activated your Account or SmartCard by calling Services Australia’s SmartCard eIM hotline on 1800 252 604, you will be given the option of setting your own PIN through the Online Account Portal, receiving your PIN via a SMS to your registered mobile phone number, or having the PIN sent to your residential address.
- 4.3 After you first set or receive your PIN, you may later change it at any time by logging into the Online Account Portal and following the prompts to change your PIN. Alternatively, you can contact Services Australia on the SmartCard eIM hotline who can issue you with a new PIN via a SMS to your registered mobile phone or have it sent to your residential address.

PART C – GENERAL TERMS AND CONDITIONS

5 Centrelink Payments

- 5.1 If you are an enhanced Income Management Participant or Volunteer, Services Australia will deposit money into your Account on your usual payment dates in accordance with the terms of your Centrelink entitlements and in accordance with the terms of the Social Security Legislation.

You should note that the Issuer is not responsible for Services Australia's decision to open an Account for you, your Centrelink payment eligibility, the amount of money you receive as part of your Centrelink entitlement or the proportion of your Centrelink entitlement that you receive into your Account. You need to refer questions on these matters to Services Australia via the SmartCard eIM hotline on 1800 252 604.

6 Depositing Funds into your Account

- 6.1 You may deposit or arrange for another person to deposit any amount into your Account (referred to as direct credit) by electronic funds transfer. To deposit funds or arrange for funds to be deposited into your Account you will need the BSB and Account Number for your Account which are printed on the back of your SmartCard. They are also printed on your Account Statements. You should be aware that any deposit made into your account will be subject to the restrictions set out in these Conditions of Use. This includes BPAY restrictions, external transfer restrictions and restrictions on payments to Blocked Merchants which will apply to all funds in your account.

7 Accessing Funds in your Account

- 7.1 There are many ways in which you can use your Account to make payments. A summary of payment methods and the types of restrictions that may be associated with that payment method is set out in the Summary of Account and SmartCard Features and Restrictions table at the beginning of these Conditions of Use.

Restrictions associated with a payment method may be added, removed or varied by Services Australia at any time, so it is important for you to regularly review the Lists at www.smartcard.com.au/for-cardholder/where-can-i-shop/.

You should always exercise care when making a payment from your Account as once you have used your SmartCard or Account to make a payment as requests to stop a payment will not be accepted.

- 7.2 For security reasons access to your Account or SmartCard may be suspended or blocked at any time.
- 7.3 If Services Australia or the Issuer become aware or are notified your Account has received a payment (by any manner) in error (for example incorrect account details) or as a result of a fraudulent transaction, the Issuer reserves the right to freeze (or place a hold) on the funds in question. Depending on the circumstances, The Issuer may also reverse transactions of this nature, debiting the funds from your Account.

8 Fees

- 8.1 As at the date of these Conditions of Use, there are no account fees or fees for depositing or making a payment from your Account charged by the Issuer. However, some stores and some other financial institutions (who provide payment terminals for stores) may themselves impose fees for the use of their payment facilities. Services Australia or the Issuer are not responsible for any fees imposed by third parties.

You may be charged a \$30 fee when you ask for a transaction to be investigated that you suspect is fraudulent or unauthorised and that the Issuer's investigation reveals that the transaction was legitimate and was performed by you or on your behalf. Please see section 49 for more information about disputed transactions.

- 8.2 If you need a replacement SmartCard (because, for example, your SmartCard has been lost, stolen or damaged), you may be charged a replacement card fee. As at the date of these Conditions of Use, the card replacement fee is nil. If this changes, we will let you know in accordance with section 83.

9 Interest

- 9.1 There is no interest payable on your enhanced Income Management Account.
- 9.2 Whether or not any interest is payable and the interest rate paid on the balance in your Account is determined by the Australian Government and may change at its discretion.

10 Total Daily Payment Limit

- 10.1 There is a maximum amount of funds that you can spend from your Account on any given day (including payments made using your SmartCard) which is referred to as the Daily Spend Limit. By default the Daily Spend Limit is set at the maximum amount of \$10,000.
- 10.2 If you attempt a transfer that will cause your total daily transfers to exceed your Daily Spend Limit, your transfer request will be declined and the relevant funds will not be deducted from your Account.
- You may reduce your Daily Spend Limit from the \$10,000 maximum limit at any time by logging into the Online Account Portal at www.smartcard.com.au/eim/login and following the prompts or calling the Services Australia's SmartCard eIM hotline on 1800 252 604 during service hours.
- 10.3 You can find out your current Daily Spend Limit and how much of your Daily Spend Limit you have remaining at any time by logging into the Online Account Portal at www.smartcard.com.au/eim/login and following the prompts or calling the Services Australia's SmartCard eIM hotline on 1800 252 604.

11 Statements and transaction history

- 11.1 An Account statement showing your transaction history will be sent to you, and if applicable, your Payment Nominee at least every six (6) months. No statement will be sent if there have been no transactions during the statement period and the account balance is zero.

- 11.2 Statements will be sent to the postal address recorded for you most recently on file (unless you have elected to receive electronic statements). If you have a Payment Nominee who also has a SmartCard, your statement will also be sent to the Payment Nominee. If your address changes or the address of your Payment Nominee changes, you or your Payment Nominee need to inform Services Australia. If you or your Payment Nominee have a new address, please update the personal details in the Online Account Portal at www.smartcard.com.au/eim/login or call the Services Australia SmartCard eIM hotline on 1800 252 604.
- 11.3 Instead of sending statements to your postal address, you can request to receive your statements electronically. To request electronic statements, please log in to the Online Account Portal at www.smartcard.com.au/eim/login and follow the prompts or contact the SmartCard eIM hotline on 1800 252 604.
- 11.4 In addition to providing you with statements, your access to the Online Account Portal (via the website www.smartcard.com.au or the SmartCard eIM App) will enable you to view your transaction history at any time. You should be aware that the way that a SmartCard transaction is recorded in your transaction history may not necessarily reflect the same day that you used the SmartCard or the Card Details to make the relevant transaction.
- 11.5 Please make sure that you review your transaction history and statements on a regular basis and immediately report any transactions that you think are errors or are unauthorised to the Services Australia SmartCard eIM hotline on 1800 252 604.
- 12 Overdrawn Accounts**
- 12.1 You must ensure that your Account does not become overdrawn such that it has a Negative Balance. This means that you must make sure that you have enough money in your Account before you attempt to make a purchase with your SmartCard or make another kind of transfer of money from your Account.
- 12.2 In some circumstances, if you attempt a transfer of an amount that is greater than your Available Balance (which is the amount of available money in your Account), your transfer request may be processed and your Account will have a Negative Balance as a result.
- 12.3 If you have a Negative Balance (an amount of less than \$0.00 in your Account), you must repay the amount of that Negative Balance. Subject to the Code of Operation (set out in section 78), The Issuer may recover this amount from you by taking some or all of the next deposit to your Account to repay the Negative Balance.
- 12.4 You can check your Available Balance free of charge by logging into the Online Account Portal at www.smartcard.com.au/eim/login by texting "BAL XXXX" (where XXXX is the last 4 digits of your SmartCard number) from your registered mobile to 0488 112 114, by logging into the SmartCard eIM App, by calling Services Australia's SmartCard eIM hotline on 1800 252 604, or by obtaining a balance enquiry from participating ATMs. A list of ATMs where balance enquiries can be obtained is available at www.smartcard.com.au/support.
- 13 Closing your Account**
- 13.1 Your Account will be closed within a period of 91 days of ceasing to be a participant in the enhanced Income Management program. Please refer to section 81.1. for information about how any funds remaining in your Account are transferred back to you if your Account is closed.
- 13.2 Prior to the closure of the enhanced Income Management program you will be advised in writing that your Account will be closed.
- 14 Payment Nominees**
- 14.1 If you are a Payment Nominee and you have been sent a SmartCard on behalf of a Program Participant, the first time you activate the SmartCard you will automatically be agreeing to these Conditions of Use (including the use of your Personal Information in accordance with Part K). If you do not agree to these Conditions of Use, do not activate the SmartCard and contact Services Australia immediately to discuss your nominee relationship.
- 14.2 If you are a Program Participant and you appoint a Payment Nominee:
- (1) your SmartCard will be automatically cancelled and you will not be able to access the Online Account Portal; and
 - (2) your Payment Nominee will be issued a SmartCard on your behalf to access funds in your Account and will be provided access to your Online Account Portal.
- 14.3 You are responsible for the use of your Account by a Payment Nominee. When a Payment Nominee:
- (1) uses the SmartCard or provides the Card Details; or
 - (2) makes a payment using the Online Account Portal, you authorise the Issuer to act on those instructions, for example pay a supplier of goods, and deduct the amount of the payment from your Account.

- 14.4 You agree that a Payment Nominee may use your Account to make payments or transfer funds as permitted under these Conditions of Use and that a Payment Nominee may:
- (1) have access to your Online Account Portal and information about your Account, including your balance and statement details;
 - (2) be issued a SmartCard on your behalf to access the funds in your Account and obtain balance enquiries from participating ATMs;
 - (3) make Internal Transfers to other enhanced Income Management Accounts from your Account using the Online Account Portal;
 - (4) make BPAY payments from your Account using the Online Account Portal;
 - (5) arrange, through and with the approval of Services Australia, for recurring payments to be automatically debited from your Account;
 - (6) cancel any direct debits or recurring payments;
 - (7) contact Services Australia on your behalf and make requests in relation to your Account; and
 - (8) receive correspondence regarding your Account (including Account Statements) from us on your behalf.
- 14.5 A Payment Nominee's use of the SmartCard and the Online Account Portal will be subject to the same restrictions that apply to the use of your SmartCard and your use of the Online Account Portal. Any payments made by a Payment Nominee will be considered a payment by you, including for the purposes of the External Transfer limit, the daily limit for SmartCard transactions and the Total Daily Payment Limit.
- 14.6 A Payment Nominee may request that the SmartCard they hold on your behalf be cancelled and a SmartCard be issued to you. In doing so you will also have access to the Online Account Portal (in addition to the Payment Nominee whose access will not be revoked unless the Payment Nominee relationship is ended with Services Australia).
- 14.7 You can discuss your Payment Nominee arrangements by contacting Services Australia. If your Payment Nominee arrangement is ended, upon Services Australia notifying the Issuer, the SmartCard held by the Payment Nominee on your behalf will be cancelled and their access to your Online Account Portal will be removed. You will remain liable for the amount of all transactions made by a Payment Nominee, up until the point in time that Services Australia advises the Issuer that the Payment Nominee has been removed.
- 14.8 The Issuer may cancel or suspend a Payment Nominee's SmartCard they hold on your behalf or access to your Online Account Portal at any time for security reasons or to protect the money in your Account.
- 14.9 Other than a Payment Nominee or a duly appointed Attorney under a Power of Attorney, **you are not authorised to let anyone else operate your Account**, whether by use of your SmartCard, through the Online Account Portal or by any other means of operation.
- 14.10 Please refer to Part H for information to help you keep your Account and SmartCard details secure and assist preventing unauthorised access by anyone else.
- ## 15 Blocked Merchants List
- 15.1 Throughout this document there are numerous references to a list of Blocked BPAY Billers and Blocked Merchants (together referred to as the Blocked Merchants List). This list refers to businesses and categories of business where the use of your SmartCard may be limited or entirely blocked as determined by Services Australia. While this list is carefully maintained and updated information is provided via the website at www.smartcard.com.au as regularly as possible, no guarantees are given by Services Australia or the Issuer in relation to the accuracy of this list and as a consequence accept no liability for any loss incurred by you being unable to make a transaction irrespective of whether the intended transaction recipient is on the Blocked Merchants List.
- ## PART D – TRANSFERRING MONEY
- You can transfer money using the Online Account Portal from your Account to other enhanced Income Management Accounts. In these Conditions of Use, this feature is called the "Internet Transfer Facility". There are some restrictions on your ability to transfer money by using the Internet Transfer Facility. These restrictions are explained in detail below.
- ## 16 Internet Transfer Facility
- You can use the Internet Transfer Facility to transfer money from your Account to another person who holds an enhanced Income Management Account by selecting "Internal Transfer" for accounts issued by Indue or "External Transfer" for accounts issued by Traditional Credit Union'.
- 16.1 In addition to any limits and restrictions set out in the Internet Transfer Funds Restriction List, on the instruction of Services Australia, we may impose additional restrictions on your ability to transfer funds using the Internet Transfer Facility or conversely increase any limits. In the event we do impose any additional restrictions you will be advised of the changes.
- 16.2 As at the date of these Conditions of Use, subject to you not exceeding your Daily Spend Limit, there are no restrictions on your ability to make Transfers (being payments from your enhanced Income Management Account to another enhanced Income Management Account issued by another authorised financial institution (eg. Traditional Credit Union).

When you request Transfers between enhanced Income Management Accounts it is your obligation to ensure that you enter the correct BSB and account details. The Issuer does not check the name of the receiving party you insert against the BSB and Account Number.

For this reason, if you insert the incorrect details, you may inadvertently send money to the wrong party and you may be unable to recover your money. You should further be aware that the Visa “chargeback” rights do not apply to Internal or External Transfers. Visa chargeback rights will generally only provide protection where you have made a payment directly by use of your SmartCard or you have provided your Card Details to an Online Merchant. Please see section 49 for further information about Visa chargeback rights.

17 Periodic Payment

- 17.1 Through the Online Account Portal, we may provide you with the option to set up scheduled periodic payments. These are either Transfers that you set up between enhanced Income Management Accounts or External Transfers of money from your Account that you request Services Australia to set up on your behalf, to be made from your Account, at particular intervals.
- 17.2 If you request periodic payments to be set up, you must make sure you have enough money in your Account to meet the payment amount at the times when the transfers are due to take place. You must also ensure that the transfers do not cause you to exceed any other limit in place on your Account.
- 17.3 In the event a transfer that is due as part of a periodic payment is greater than the amount of available money in your Account, the scheduled transfer will not be made and no money will be deducted from your Account. If you do not have enough money in your Account to meet a periodic payment, no attempt will be made to make the payment at a later date (for example after additional funds have been deposited into your Account) and the intended recipient will not receive the funds.

18 Direct Debit

Setting up Direct Debit

- 18.1 You can authorise another party to automatically debit your Account. This type of arrangement can be used to pay regular expenses such as loan repayments, insurance premiums or rental payments and is commonly referred to as a “direct debit”.
- 18.2 To set up a direct debit you will need to fill in a direct debit authority with the person or business that will collect the payment and provide them with your BSB and Account Number (which can be found on the back of your SmartCard), in the Online Account Portal, or you can call Services Australia’s SmartCard eIM hotline on 1800 252 604.
- 18.3 **Before setting up a direct debit make sure you check that the merchant is not on the Blocked Merchants List maintained at www.smartcard.com.au/for-cardholder/where-can-i-shop/. Any attempt by a Blocked Merchant to debit your Account will**

be dishonoured and no money will be deducted from your Account. This may result in you being in default of your arrangement with the merchant.

- 18.4 On the instruction of the Services Australia additional restrictions may be imposed on your ability to use direct debits. This may include turning off the direct debit functionality (in which case any attempt by a merchant to debit your Account will be dishonoured) or blocking additional merchants not on the Blocked Merchants List. In the event any additional restrictions are imposed on your Account by Services Australia, you will be advised of the restrictions.
- 18.5 Any attempt by a merchant to take a direct debit from your Account where there is not enough money in your Account and it would cause it to be overdrawn, will be dishonoured. If the payment is dishonoured in these circumstances you should contact the merchant to discuss alternate payment options.

Stopping a Direct Debit

- 18.6 If you want to stop a direct debit you should contact the merchant directly in the first instance. If you have had no success with the merchant contact the Services Australia via the SmartCard eIM hotline on 1800 252 604 who will arrange with the Issuer to cancel the arrangement on your behalf.
- 18.7 If you request the cancellation of a direct debit, after contacting the merchant debiting your Account, a ‘stop’ will then be put on your Account to prevent all future withdrawals from that previously authorised merchant. If you want to re-enter into an arrangement with that merchant you will need to contact Services Australia and request that the stop be removed.
- 18.8 **If you have provided a merchant your SmartCard Number and authorised them to debit your Card (and not your BSB and Account Number), the recurring payment arrangement cannot be cancelled on your behalf and you will need to contact the merchant directly. Until you cancel the authority the merchant is entitled to request that your Account is debited for the relevant amount and the Issuer is obliged to process the request.**

Transferring your Direct Debits

- 18.9 If you have existing direct debits from your regular bank account you can contact the merchant directly to request they be transferred to your Account. If you have had no success with the merchant contact Services Australia via the SmartCard eIM hotline on 1800 252 604 who will arrange with the Issuer to transfer them to your Account on your behalf.

Unauthorised Direct Debits and Recurring Payments

- 18.10 Where a merchant has debited your Account without your authority or a merchant does not comply with your request to cancel a recurring payment, you should immediately contact Services Australia who will arrange for the transaction to be disputed by the Issuer on your behalf.

19 Liability for Unauthorised Transactions for Internet Payments

- 19.1 Your liability in respect of unauthorised transactions for Internal Transfers and External Transfers are governed by Part I.

20 Processing of instructions

- 20.1 In some circumstances the Issuer may not act or may delay in acting on any payment instruction you provide. The Issuer may also at its option process a payment instruction you provide on the next banking day after the instruction is given.
- 20.2 In the absence of a breach of an obligation to you, the Issuer is not liable for any loss or damage caused directly or indirectly to you as a result of its failure to act or delay in acting on any payment instruction given by you.

PART E – DIGITAL WALLETS

21 Digital Wallets

- 21.1 You can add your SmartCard to a Digital Wallet on Supported Devices. Use of a Digital Wallet is at your discretion. You are not obliged to use a Digital Wallet in connection with your SmartCard.
- 21.2 Once you have added your SmartCard to a Digital Wallet, subject to the restrictions attached to your SmartCard, you can purchase goods and services with a Supported Device at:
- (1) tap and pay enabled merchants; and
 - (2) online merchants (whether in-app or through website), that accept payments from a Digital Wallet service.
- 21.3 When using a Digital Wallet, you may incur third party charges such as carrier or mobile data charges, which you are responsible for.
- 21.4 You may be required to enter your SmartCard Card PIN in order to authenticate a transaction in addition to unlocking your device or authenticating the transaction through a Digital Wallet using a passcode or Biometric Identifier (such as a fingerprint or face).
- 21.5 Restrictions and transaction limits that apply to your SmartCard will also apply to transactions conducted using it through a Digital Wallet.

22 Security and liability

- 22.1 Digital Wallets are services provided by a Digital Wallet provider, not by us. We are not responsible for any loss you suffer in relation to:
- (1) any error, defect or unavailability of a Digital Wallet; and
 - (2) any failure or refusal of merchants to process transactions using a Digital Wallet; and
 - (3) any loss or damage caused by any malfunctioning of a Digital Wallet or its misuse.
- 22.2 If you:
- (1) let any other person's Biometric Identifier be registered on your device;
 - (2) share your passcode with any other person; or
 - (3) register a Biometric Identifier on your device in circumstances where you are aware that

another person is or may be able to use their Biometric Identifier to access the device, you are taken to have authorised that person to transact on your Account using a Digital Wallet. This means that any Digital Wallet transaction initiated by that person using your passcode or Biometric Identifier will be considered as authorised by you and you will be responsible and liable for those transactions.

23 Suspension of Digital Wallet

- 23.1 Acting reasonably, we may suspend or terminate your ability to use your SmartCard through a Digital Wallet at any time. This includes where:
- (1) we are instructed to by the Commonwealth Government;
 - (2) your SmartCard is cancelled, blocked or suspended or your Account is restricted or closed;
 - (3) you breach these terms and conditions;
 - (4) we, a Digital Wallet provider or a card network provider reasonably suspect fraud;
 - (5) we are required to do so under any legislation or law, or if required to by a regulator, government body, a Digital Wallet provider or card network provider; or
 - (6) if our arrangements with a Digital Wallet provider or the card network provider are suspended or terminated.
- 23.2 You may remove your SmartCard from a Digital Wallet at any time by following the instructions provided by your Digital Wallet provider.

24 Data Collection and Privacy

- 24.1 By adding your SmartCard to a Digital Wallet, you agree that we may disclose and collect information relating to you, your device, your Digital Wallet, and SmartCard and transaction history to and from a Digital Wallet provider for purposes including:
- (1) to facilitate transactions;
 - (2) to provide customer support;
 - (3) to detect and manage fraud;
 - (4) to comply with applicable law and regulations; and
 - (5) operating and generally improving your Digital Wallet experience.
- 24.2 Digital Wallet providers may use your personal information for different purposes. Please review the Digital Wallet provider's terms and privacy disclosures carefully. We are not responsible for any loss, injury or other harm you suffer in connection with a Digital Wallet provider's use of your information.

PART F – BPAY

25 Introduction to BPAY

- 25.1 The Issuer is a member of BPAY. BPAY is an electronic payments scheme through which you can ask, via the Online Account Portal, for payments to be made from your Account on your behalf to organisations ("BPAY Billers") who tell you that you can make payments to them through BPAY ("BPAY Payments"). The Issuer will tell you if it is no longer a member of BPAY.

- 25.2 When you request a BPAY Payment, you must provide the information specified in section 27.1 below. The Issuer will then deduct the relevant amount of that BPAY Payment from your Account.
- 25.3 The use of BPAY Payments from your Account is subject to the terms set out in this Part F, as well as the general account terms set out elsewhere in these Conditions of Use.
- 25.4 If there is any inconsistency between the terms set out in this Part F and the rest of these Conditions of Use, the terms in this Part F will apply to the extent of the inconsistency.
- 25.5 You acknowledge that the receipt by a BPAY Biller of a mistaken or erroneous payment does not or will not constitute under any circumstances part or whole satisfaction of any underlying debt owed between you and that BPAY Biller.

26 BPAY Restrictions

- 26.1 Your Account has restrictions in place to prevent you from making a BPAY Payment to a Blocked BPAY Biller. A Blocked BPAY Biller is a business (such as a shop) that sells:
- (1) alcohol (such as a pub or bottle shop);
 - (2) gambling products and services (such as TAB stores and online gambling sites); or
 - (3) tobacco;
 - (4) pornographic material; or
 - (5) any other goods or services determined by Services Australia. For example, Services Australia may add a business to the list of Blocked BPAY Billers if it sells a gift or prepaid card that can be used to withdraw cash or purchase alcohol, tobacco, pornographic material or gambling products and services.
- 26.2 A list of Blocked BPAY Billers (and Blocked Merchants) is maintained on the enhanced Income Management website at www.smartcard.com.au/for-cardholder/where-can-i-shop/ and is referred to as the Blocked Merchants List. Individual BPAY Billers or categories of BPAY Billers may be added or removed from the Blocked Merchants List, so it is important for you to regularly review this list to ensure a BPAY Biller who you intend to make a payment to is not on the list.
- 26.3 On the instructions of Services Australia, the Issuer may also limit your ability to make a payment to a specific BPAY Biller not included on the Blocked Merchants List. In the event you are restricted from making a payment to a BPAY Biller not included on the Blocked Merchants List, you will be advised in writing of the restriction.

If you attempt to make a payment to a Blocked BPAY Biller, your transaction will be declined and the relevant funds will not be deducted from your Account.

27 How to use BPAY to make BPAY Payments

- 27.1 Your instruction to make a BPAY Payment will be treated as valid if a BPAY Biller Code, customer reference number and payment amount is provided via the Online Account Portal.

- 27.2 You acknowledge that the Issuer is not obliged to effect a BPAY Payment if you do provide all of the above information or if any of the information you give is inaccurate.
- 27.3 The Issuer may suspend your right to participate in BPAY at any time for security reasons to protect the money in your Account.
- 27.4 If the Issuer is advised that your BPAY Payment cannot be processed by a BPAY Biller, the Issuer will:
- (1) advise you of this;
 - (2) credit your Account with the amount of the BPAY Payment; and
 - (3) take all reasonable steps to assist you in making the BPAY Payment as quickly as possible.

28 Timing of BPAY Payments

- 28.1 When you make a BPAY Payment, the funds will be immediately deducted from your Account and that payment will be treated as being received by the relevant BPAY Biller:
- (1) on the date you make that BPAY Payment if made before 6 pm (Queensland time) on a Business Day; or
 - (2) on the next Business Day, if made after 6 pm (Queensland time) on a Business Day or if you tell us to make the BPAY Payment on a non-Business Day.
- 28.2 A delay may occur in processing a BPAY Payment where:
- (1) there is a public or bank holiday on the day after you tell us to make a BPAY Payment;
 - (2) you tell us to make a BPAY Payment either on a day which is not a Business Day or after 6 pm (Queensland time) on a Business Day;
 - (3) another financial institution participating in the BPAY Scheme does not comply with its obligations under the BPAY Scheme; or
 - (4) a BPAY Biller fails to comply with its obligations under the BPAY Scheme.
- 28.3 While it is expected that any delay in processing under these Conditions of Use for any reason set out in section 25.2 will not continue for more than one Business Day, any such delay may continue for a longer period.
- 28.4 You must be careful to ensure that you tell us the correct amount you wish to pay. If you instruct us to make a BPAY Payment and you later discover that the amount you told us to pay was less than the amount you needed to pay, you can make another BPAY Payment for the difference between the amount actually paid to a Biller and the amount you needed to pay, from available funds in your account providing you have not exceeded your daily payment limit.

29 Mistaken and Unauthorised BPAY Payments and Liability

- 29.1 If under sections 30 to 32 you are liable for a BPAY Payment that you did not authorise or which was fraudulent, then your liability will be the lesser of:
- (1) the amount of that unauthorised or fraudulent payment; or
 - (2) the limit (if any) of your liability set out in Part I of these Conditions of Use.
- 29.2 If section 29.1(2) applies, we will be liable to you for the difference between the amount for which you are liable and the amount of the unauthorised or fraudulent payment.
- 29.3 We will attempt to make sure that your BPAY Payments are processed promptly by the participants in the BPAY Scheme (including other financial institutions and including those BPAY Billers to whom your BPAY Payments are to be made). You must promptly tell us if:
- (1) you become aware of any delays or mistakes in processing your BPAY Payments;
 - (2) if you did not authorise a BPAY Payment that has been made from your Account; or
 - (3) if you think that you have been fraudulently induced to make a BPAY Payment.
- by contacting the Services Australia SmartCard eIM hotline on 1800 252 604 who will arrange for the Issuer to investigate the matter.
- 29.4 The Issuer will attempt to rectify any matters such as those described above, however, except as described in sections 29 to 33 and in section 36, will not be liable for any loss or damage you suffer as a result of using BPAY.
- 29.5 The longer the delay between when you tell us of any issues with a BPAY Payment (such as an unauthorised transaction) and the date of the BPAY Payment, the more difficult it may be for us to rectify the issue. For example, the Issuer or the BPAY Biller to whom the payment was made may not have sufficient records or information available to investigate the error. If this is the case, you may need to demonstrate that an error has occurred, based on your own records, or liaise directly with the BPAY Biller to correct the error.

30 BPAY Mistaken Payments

- 30.1 If a BPAY Payment is made to a BPAY Biller or for an amount, which is not in accordance with your instructions (if any), and your Account was debited for the amount of that payment, we will credit that amount to your Account. However, if you were responsible for a mistake resulting in that payment and we cannot recover the amount of that payment from the person who received it within 20 Business Days of us attempting to do so, you must repay us that amount. Subject to the Code of Operation (set out in section 78), we may recover this amount from you by applying the next deposit to your Account.
- 30.2 If you have issued a direction to make a BPAY Payment as a result of a scam or fraud, this is not a Mistaken Payment.

31 BPAY Unauthorised Payments

- 31.1 If a BPAY Payment is made in accordance with a payment direction, which appeared to us to be from you or on your behalf but for which you did not give authority, we will credit your Account with the amount of that unauthorised payment. However, you must, subject to section 78 (Code of Operation), pay the Issuer the amount of that unauthorised payment if:
- (1) we cannot, within 20 Business Days of us attempting to recover it, recover that amount from the person who received it; and
 - (2) the payment was made as a result of a payment direction, which did not comply with our prescribed security procedures for such payment directions (as set out in Part G of these Conditions of Use).
- 31.2 In relation to an amount described in section 31.1, if we are able to recover part of the amount of that payment from the person who received it, you must only pay the Issuer the amount of that payment that we are not able to recover.

32 BPAY Fraudulent Payments

- 32.1 If a BPAY Payment is induced by the fraud of a person involved in the BPAY Scheme, then that person should refund you the amount of the fraud-induced payment. However, if that person does not refund you the whole amount of the fraud-induced payment, you must bear the loss unless some other person involved in the BPAY Scheme knew of the fraud or would have detected it with reasonable diligence, in which case that person must refund you the amount of the fraud-induced payment that is not refunded to you by the person that induced the fraud.

33 BPAY Resolution Principles

- 33.1 If a BPAY Payment you have made falls within the type described in section 31 (Unauthorised Payments) and also section 30 (Mistaken Payments) or section 32 (Fraudulent Payments), then we will apply the principles stated in section 31 (Unauthorised Payments).
- 33.2 If a BPAY Payment you have made falls within both the types described in section 30 and section 32 (Mistaken and Fraudulent Payments), then we will apply the principles stated in section 32 (Fraudulent Payments).

34 Refunds

- 34.1 Except where a BPAY Payment is a mistaken payment referred to in section 30, an unauthorised payment referred to in section 31, or a fraudulent payment referred to in section 32, BPAY Payments are irrevocable. No refunds will be provided through the BPAY Scheme where you have a dispute with the BPAY Biller about any goods or services you may have agreed to acquire from the BPAY Biller. Any dispute must be resolved with the BPAY Biller.

35 Consent

- 35.1 If you tell us that a BPAY Payment made from your Account is unauthorised, you will be asked to complete a form providing your written consent, addressed to the BPAY Biller who received that BPAY Payment, consenting to the Issuer obtaining from

the BPAY Biller information about your Account with that BPAY Biller or the BPAY Payment, including your customer reference number and such information as we reasonably require to investigate the BPAY Payment. If you do not provide that consent, the BPAY Biller may not be permitted under law to disclose to us the information we need to investigate or rectify that BPAY Payment.

36 Consequential damage

- 36.1 Unless the Issuer is otherwise liable in accordance with the terms set out in Part I of these Conditions of Use, we exclude any liability for any consequential loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods or services and which may not be excluded, restricted or modified at all or only to a limited extent.

37 BPAY and Privacy

- 37.1 In addition to the terms on privacy set out in Part K of these Conditions of Use, if you use BPAY, you agree to the Issuer disclosing to BPAY Billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Limited) or any other participant in the BPAY Scheme and any agent appointed by any of them from time to time, including BPAY Group Pty Ltd, that provides the electronic systems needed to implement the BPAY Scheme:
- (1) your personal information (for example, your name, email address and the fact that you are our banking customer) as is necessary to facilitate your use of BPAY; and
 - (2) your transactional information as is necessary to process your BPAY Payments. Your BPAY Payments information will be disclosed by BPAY Group Pty Ltd, through its agent, to the BPAY Biller's financial institution.
- 37.2 You must notify us, if any of your personal information changes by contacting the SmartCard eIM hotline on 1800 252 604 and you consent to the Issuer disclosing your updated personal information to all other participants in the BPAY Scheme referred to in section 37.1 above, as necessary.
- 37.3 You can request access to your information held by the Issuer, BPAY Group Pty Ltd or its agent, BPAY Group Pty Ltd at their contact details listed in Part M of these Conditions of Use or by referring to the procedures set out in our privacy policy at www.smartcard.com.au/privacy or in the privacy policy of BPAY Group Pty Ltd's website.
- 37.4 Our privacy policy, along with the privacy policies of BPAY Group Pty Ltd, contain information about how you may complain about a breach of the *Privacy Act 1988* (Cth), and the process by which your complaint will be handled.
- 37.5 If your personal information detailed above is not disclosed to BPAY Group Pty Ltd or its agent, it will not be possible to process your requested BPAY Payment.

PART G – SMARTCARD CONDITIONS OF USE

The Issuer will provide you with a SmartCard, a multi-network Visa and eftpos card, as a way in which you can access the money in your Account. The use of your SmartCard is subject to this Part G as well as the other general terms set out elsewhere in these Conditions of Use. Where we refer to use of your SmartCard, this includes use of a Digital Wallet or your Card Details as well where relevant.

38 About your SmartCard

- 38.1 Your SmartCard is issued by Indue to you and is for use on your Account.
- 38.2 The SmartCard remains our property at all times and we may reissue you with a new SmartCard at any time and the use of any new SmartCard will be subject to these Conditions of Use.
- 38.3 Upon receiving your SmartCard and before using it, you must sign the back of it. If you receive a new SmartCard, you must destroy your old SmartCard, ensuring that the chip is cut in half.

You are responsible for the security of your SmartCard.

You must keep your SmartCard safe and secure and make sure you keep your PIN secret, otherwise if someone else spends money from your Account by using your SmartCard you may not get your money back. Please refer to Part H below for details on how to keep your Account, including your SmartCard and PIN, secure.

39 Using your SmartCard

- 39.1 Subject to the restrictions set out below in section 40, you can use your SmartCard to make purchases anywhere Visa or eftpos are accepted, by use at point-of-sale terminal devices in stores or at Online Merchants (such as a merchant who sell goods or services over the internet, telephone or by email order) using your Card Details.
- 39.2 To use your SmartCard to make a purchase at a point-of-sale terminal device, insert your SmartCard and press either "SAV" (or "Savings"), "CHQ" (or "Cheque") or "CR" (or "Credit"). Then follow the prompts to enter your PIN. Alternatively, If your SmartCard has a Contactless Indicator , and you have contactless turned on or have stored your SmartCard in a Digital Wallet, you may pay by tapping your card or supported device on a tap to pay enabled terminal and waiting for the transaction to be confirmed. There is no need to enter a PIN for purchases of \$100 or less (which may be increased from time to time). You can change the contactless settings on your SmartCard using your online account, SmartCard eIM App, or by calling the SmartCard eIM hotline on 1800 252 604.
- 39.3 Some stores may ask you to provide a signature instead of a PIN and sometimes you may need to swipe the SmartCard instead of inserting or tapping it.
- 39.4 To use your SmartCard to make purchases over the internet, over the phone or by mail order with an Online Merchant, you will need to provide the merchant with your SmartCard number, Expiry Date and CVV. The SmartCard number and the Expiry Date is on the front of the SmartCard. The CVV is the

3-digit number on the back of the SmartCard. Please see section 40.7 for more information about Online Merchants.

- 39.5 When you use your SmartCard to make a purchase, we will deduct the value of the purchase from your Account (which will reduce the Available Balance of your Account). You should ensure that the transaction amount is correct before you tap your Card, enter your PIN (or provide your signature if required) or provide any Card Details when making a payment to an Online Merchant.
- 39.6 The Issuer relies on you tapping your Card or entering your PIN or Card Details (or provision by you of your signature) as authority to debit the amount shown from your Account.
- 39.7 If a PIN needs to be entered into a point- of-sale terminal device in order to make a purchase using your SmartCard and you incorrectly enter your PIN multiple times, a restriction may be placed on your SmartCard. If this occurs you will not be able to undertake SmartCard transactions until the restriction is automatically removed (which will happen at 12:00am AEST/AEDT the day after the restriction is applied) or you set a new PIN through the Online Account Portal or call the SmartCard eIM hotline on 1800 252 604.

40 SmartCard Restrictions

Blocked Merchants

- 40.1 You cannot use your SmartCard to make a payment to a Blocked Merchant. A Blocked Merchant is a business (such as a shop) that sells:
- (1) alcohol (such as a pub or bottle shop);
 - (2) tobacco products;
 - (3) gambling products and services (such as TAB stores and online gambling sites);
 - (4) pornographic material; or
 - (5) any other goods or services determined by Services Australia. For example, on the instructions of Services Australia we may add a business to the list of Blocked Merchants if it sells a gift or prepaid card that can be used to withdraw cash or purchase alcohol, tobacco or gambling products and services.
- 40.2 A list of Blocked Merchants (and Blocked BPAY Billers) is maintained on the Issuer's website www.smartcard.com.au/for-cardholder/where-can-i-shop/ and is referred to as the Blocked Merchants List. We may at any time add or remove individual businesses or categories of businesses from the Blocked Merchants List, so it is important for you to regularly review this list to ensure a business who you intend to make a payment to is not on the list.
- 40.3 You may be able to use your SmartCard at merchants who sell both Restricted Goods (such as alcohol, tobacco or gambling products) and goods and services not prohibited under the Social Security Legislation if they have arrangements in place not to process transactions that include Restricted Goods. These merchants are referred to as "Participating Mixed Merchants" and include businesses such as hotels, which may accept the

card for food or accommodation but not alcohol. A list of Participating Mixed Merchants that can accept your SmartCard is available at www.smartcard.com.au/for-cardholder/where-can-i-shop/.

- 40.4 On the instructions of Services Australia we may limit your ability to make a payment to a specific business not included on the Blocked Merchants List. In the event we do restrict you from making a payment to a business not included on the Blocked Merchants List, either the Issuer or Services Australia will advise you of the restriction.

If you attempt to make a payment to a Blocked Merchant, your transaction will be declined and the relevant funds will not be deducted from your Account.

Restricted Goods

- 40.5 Systems are also in place to prevent you from using your card to purchase Restricted Goods from stores that sell both Restricted Goods and other goods and services.
- As at the date of these Conditions of Use, Restricted Goods include alcohol, tobacco, pornographic material and gambling products and services and, on the instructions of Services Australia, may also include certain gift and prepaid cards that can be used to withdraw cash or purchase alcohol, tobacco, pornographic material or gambling products and services.
- 40.6 You must not attempt to use your SmartCard to purchase a Restricted Good. If you attempt to buy a Restricted Good, your transaction may be refused or rejected.

Online Transactions and other transactions where you don't need to present your Visa Card (Online Merchants)

- 40.7 You can use your SmartCard to purchase goods or services at websites (eCommerce), and via mail order and telephone order at any merchant who is not on the Blocked Merchants List. In these Conditions of Use, we refer to merchants who accept payments via the internet, mail order and telephone order as "Online Merchants".
- 40.8 A list of Blocked Merchants is maintained on the Issuer's website at www.smartcard.com.au/for-cardholder/where-can-i-shop/ and is referred to as the Blocked Merchants List. As we may at any time add or remove merchants from the Blocked Merchants List, it is important for you to regularly review the list to ensure the merchant you intend to make a payment to via the internet, phone or mail is not on the list.
- 40.9 On the instruction of Services Australia additional restrictions may be imposed on your ability to purchase goods or services from Online Merchants. This may include turning off your ability to purchase goods or services from Online Merchants or blocking additional merchants not on the Blocked Merchants List. In the event any additional restrictions are imposed by either the Issuer or Services Australia will write to you advising of the restrictions.

Daily Limit

- 40.10 By default the maximum amount you may spend using your SmartCard (including any payments to Online Merchants using your Card Details) in any one day is \$1,000.
- 40.11 You can change the daily SmartCard purchase limit to a preconfigured value of \$100, \$200, \$500, \$1,000, \$2,000 or \$5,000 at any time by logging into the Online Account Portal www.smartcard.com.au/eim/login and following the prompts or calling the Services Australia SmartCard eIM hotline on 1800 252 604 during service hours.
- 40.12 If you attempt to use your SmartCard or Card Details to spend more than the daily SmartCard purchase limit, we will decline your transaction and the relevant funds will not be deducted from your Account.

41 Limitations on using your SmartCard

- 41.1 You cannot order an additional SmartCard to access your Account. At any one time, you may have only one SmartCard that accesses your Account. See section 46 on how to order a replacement SmartCard (if your SmartCard is lost or stolen), which will cancel your existing SmartCard.
- 41.2 In addition to the restrictions described in section 37, there may be other limitations imposed outside our control. For example, some stores and some other financial institutions (who provide payment terminals for stores) may themselves impose fees or limitations on the use of their payment facilities (for example, by setting a minimum purchase amount). The Issuer is not responsible for these limitations or for any fees imposed by third parties.
- 41.3 Some stores may also refuse to accept the SmartCard. Before you try to make a purchase, make sure you check with the store or business whether or not it accepts the SmartCard. The Issuer is not responsible if a store or business decides not to accept your SmartCard or not to accept Visa or eftpos cards generally.
- 41.4 It is possible for situations to occur beyond the Issuer's control that prevent transactions from being processed. For example, a telephone line to which a point-of-sale terminal device is connected may be faulty.

42 Visa Secure

- 42.1 Your SmartCard is registered with Visa Secure.
- 42.2 Visa Secure is a program designed to authenticate transactions made over the internet. This means that when you use your SmartCard online to make a purchase at a Visa Secure Participating Merchant, your identity may need to be validated if the relevant transaction is deemed to be high risk.
- 42.3 If you are unable to validate your identity, your transaction may be declined and your access to Visa Secure or your SmartCard may be temporarily suspended. In certain circumstances, if your transaction is deemed to be very high risk, the transaction may be declined and your SmartCard suspended without asking you to validate your identity.

- 42.4 For assistance in these circumstances or to learn how your SmartCard may be unsuspended, please call the Services Australia's SmartCard eIM hotline on 1800 252 604.

43 Your SmartCard Responsibilities

- 43.1 Unless another section of these Conditions of Use provides otherwise, you are responsible for all transactions that arise from use of your SmartCard or your Card Details.
- 43.2 **You must not:**
- (1) allow anyone else to use your SmartCard;
 - (2) attempt to use your SmartCard to make a purchase for an amount that is greater than your Available Balance;
 - (3) use your SmartCard for illegal purposes.
This means that you must not use it to purchase goods or services that are illegal under Australian law or the law of any other place where you use your SmartCard or any place where the relevant goods or services are available for purchase; or
 - (4) sell your SmartCard to anyone. If you do this, you may lose your money in your Account.

44 Using your SmartCard outside Australia

- 44.1 Visa will convert all transactions conducted overseas into Australian dollars. This includes transactions made over the internet that are processed overseas. Sometimes, Visa may need to process a transaction from a foreign currency into Australian dollars, even where the amount of the relevant transaction was quoted in Australian dollars.
- 44.2 Visa will convert the relevant amount into Australian dollars or may first convert the relevant amount from the currency in which the transaction was made into US dollars and then convert it to Australian dollars. Visa will use either:
- (1) a conversion rate selected by Visa from a range of rates available in wholesale currency markets for the applicable processing date, which may vary from the rate Visa receives; or
 - (2) the government-mandated rate in effect for the applicable processing date.

Note: Refunds incurred in currencies other than Australian dollars are converted to Australian dollars as at the date they are processed by Visa using exchange rates determined by them. This may lead to the refund being converted using an exchange rate different from the one used to convert the original purchase.

The converted Australian dollar amount appears on your statement as the transaction amount.

45 If your Visa Card is lost or stolen

- 45.1 If you think your SmartCard or Card Details have been lost or stolen, you must report this to us immediately by:
- (1) logging into the Online Account Portal and following the prompts to block your SmartCard; or

- (2) calling the Services Australia SmartCard eIM hotline on 1800 252 604 or if you are overseas, on +61 2 9600 1253.
- 45.2 Once you have reported to us that your SmartCard is lost or stolen, your SmartCard will be unable to be used and any attempt to make purchases with it (including purchases online or over the phone using your Card Details) will be declined.

46 Replacement SmartCard

- 46.1 To request a replacement SmartCard:
- (1) log in to the Online Account Portal and follow the prompts to request a replacement SmartCard; or
 - (2) call the Services Australia SmartCard eIM hotline on 1800 252 604 and make the request.
- 46.2 If you order a replacement SmartCard because your SmartCard has been lost or stolen, your existing SmartCard will be immediately cancelled.
- 46.3 If you request a replacement SmartCard, you will be sent a new SmartCard in the post. You must allow a reasonable time for the SmartCard to arrive to your postal address. Usually this will take 7 to 10 Business Days.
- 46.4 If you received your replacement SmartCard in the post, you will need to activate it by logging into the Online Account Portal and following the prompts or by calling Services Australia's SmartCard eIM hotline on 1800 252 604.
- 46.5 If you store your SmartCard in a Digital Wallet, you will need to enrol your replacement SmartCard into your Digital Wallet and remove the expired card from the Digital Wallet.

47 Temporary Replacement Card

- 47.1 If you are subject to an emergency situation and need a new SmartCard straight away, you may request a Temporary Replacement Card for use until your permanent replacement SmartCard is received.
- 47.2 To request a Temporary Replacement Card please call Service Australia's SmartCard eIM hotline on 1800 252 604 and they will advise you if you are able to obtain a Temporary Replacement Card and, if so, the nearest location from which you may collect one. You will need to verify your identity before you can activate a Temporary Replacement Card.
- 47.3 Once activated the Temporary Replacement Card will provide you access to your existing Account. You will be issued a new PIN with your Temporary Replacement Card as the PIN for your original SmartCard will not work for your Temporary Replacement Card. Alternatively you can set a PIN for your Temporary Replacement Card through the Online Account Portal or by calling the Services Australia SmartCard eIM hotline on 1800 252 604 and requesting that they send you a randomly generated one via SMS. This Temporary Replacement Card will automatically cancel when you receive and activate your permanent replacement SmartCard you receive in the post. Should the Temporary Replacement Card still be active 21 days after you have received it then it

may be cancelled, as your permanent replacement SmartCard should have been received by then.

- 47.4 The Temporary Replacement Card is subject to these Conditions of Use and will have the same restrictions as your personalised SmartCard. Please see section 37 for further information around the restrictions associated with your SmartCard.
- 47.5 You will remain liable and responsible for the Temporary Replacement Card and any transactions made using the Temporary Replacement Card or its Card Details in the same manner as you are responsible for transactions made with your personalised SmartCard.

48 Cancellation of your SmartCard

- 48.1 The Issuer may cancel your SmartCard or temporarily suspend it at any time for security reasons or to protect the money in your Account. Reasons for doing this may include if:
- (1) your SmartCard, Card Details or PIN has been compromised or we reasonably suspect your SmartCard, Card Details or PIN have been compromised;
 - (2) you have caused your SmartCard to be compromised;
 - (3) you contravene a law or breach these Conditions of Use and we reasonably believe that your contravention or breach is serious; or
 - (4) we reasonably believe that your use of the SmartCard may expose us to any liability or cause us to contravene a law.
- 48.2 When you notify the Services Australia SmartCard eIM hotline that you wish to cancel your SmartCard or when you receive notice that your SmartCard has been cancelled, you must destroy your SmartCard, ensuring that the chip is cut in half.
- 48.3 After cancellation of your SmartCard, it can no longer be used. You may remain liable for the amount of all transactions made using your SmartCard before it was cancelled. Please refer to section I.

49 Disputed SmartCard Transactions and Chargeback Rights

- 49.1 You need to check your statements regularly. See section 12 for details about your statements and how you can view your Account history on the Online Account Portal.
- 49.2 If you think that a transaction is incorrect or that there is a transaction in your transaction history that you did not authorise or if there is any other error in relation to your transactions, you must contact the Services Australia SmartCard eIM hotline straight away on 1800 252 604. When you call make sure you have the details about your SmartCard and the relevant transaction or transactions with you. In certain circumstances you might be required to confirm details of the disputed transaction in writing. You might also be asked to report the matter to the police and provide a copy of the police report before your claim is processed.

- 49.3 You may wish to dispute a transaction if:
- (1) you do not recognise the transaction;
 - (2) you did not authorise the transaction;
 - (3) you did not receive the goods or services to which the transaction relates;
 - (4) the transaction amount differs to the purchase amount; or
 - (5) you believe a transaction has been duplicated.
- 49.4 The Visa and eftpos scheme rules set out a process for investigating disputed transactions made with a SmartCard, under which a cardholder may have the right to get their money back. This is called a "chargeback right".
- 49.5 The Issuer's ability to investigate any disputed transaction on your SmartCard to see if there is a chargeback right is restricted by the time limits imposed under Visa and eftpos scheme rules. Visa chargeback rights relate only to transactions made with your SmartCard and do not apply to transactions made from the Online Account Portal (such as BPAY, Internal Transfers or External Transfers).
- 49.6 Depending on the Visa and eftpos rules, the timeframe to notify the Issuer of a disputed transaction made with your SmartCard varies between 75 days and 120 days. The ability of the Issuer to dispute a transaction on your behalf (where a chargeback right exists) may be lost if you do not notify the Issuer within the required timeframes. Therefore, you need to ensure that you notify the Services Australia SmartCard eIM hotline on 1800 252 604 as soon as you become aware of a transaction that you wish to dispute. Where it can be shown that you have unreasonably delayed in notifying us you may be liable for the loss on any disputed transaction.
- 49.7 If on the basis of the information you have provided the Issuer believes that an error was made or that you are not liable for the transaction, the appropriate adjustment will be made to your transaction history and Available Balance. You will advise be advised of this outcome in writing.
- 49.8 A merchant has a right to provide further documentation to validate a disputed transaction within 45 days. If a merchant is able to establish the disputed transaction was legitimate and is entitled to have the funds returned, then the Issuer will deduct the funds from your Account in accordance with the Code of Operation.
- 49.9 If the ePayments Code is applicable to a disputed transaction, the timeframes specified in section 49.6 may not apply in certain circumstances. For details about how we generally (outside of the Visa scheme rules) allocate liability for unauthorised transactions made by use of your SmartCard or via the Online Account Portal, please see Part H below.

PART H – SECURITY

In order to access your Account online via the Online Account Portal accessible at www.smartcard.com.au and the SmartCard eIM App, you will be prompted to set up access details, such as your username and password when you first log into the Online Account Portal. You must ensure that you keep your SmartCard, Card Details and your Online Account Portal access codes secure. Anyone who picks up your SmartCard or knows your Card Details or Online Account Portal access codes can use the money available in your Account to make purchases or transfer funds.

50 Protecting your PIN and Online Account Portal access code

- 50.1 To help maintain the security of your Account and your SmartCard, you must:
- (1) keep your SmartCard and mobile device (if you have downloaded the SmartCard eIM App) in a safe place and do not leave it unattended where someone could pick it up and use it;
 - (2) not give or lend your SmartCard to anyone;
 - (3) not set a PIN or access code that is easily recognised as being yours, including setting a PIN or access code that is a recognisable part of your name or birth date;
 - (4) not tell anyone your PIN and don't write or record your PIN anywhere where it could be taken with your SmartCard;
 - (5) not access the Online Account Portal or any other website via a link embedded in an email. Always access a website directly from your internet browser or via the SmartCard eIM App;
 - (6) not tell anyone else, including any family member or friend, your access details (for example, a username and password) for the Online Account Portal or your Card Details or provide them with access to your email;
 - (7) not store your PIN, Card Details, or access code for the Online Account Portal in a diary, computer, tablet or mobile device under a recognisable name;
 - (8) not print or write down your Card Details, your access code for the Online Account Portal or your password to your email address that may be used as your username to access the Online Account Portal;
 - (9) always log out of the Online Account Portal once you have finished using it and whenever you are away from your computer, tablet or mobile device;
 - (10) when logging in to the Online Account Portal from a public internet connection, for example at an airport or internet café, make sure that:
 - (a) no one sees you enter in your access details;
 - (b) you do not do anything that enables the browser to store your access details; and
 - (c) when you finish, you log out of the Online Account Portal and fully shut down your browsing session;

- (11) regularly check your statements and transaction history to identify and report, as soon as possible, any instances of unauthorised use; and
- (12) maintain up-to-date anti-virus software and a firewall on your devices from which you access the Online Account Portal and your devices from which you access your email.

51 Protecting your Digital Wallet

- 51.1 To help maintain the security of your Digital Wallet, you must:
- (1) only add your SmartCard to a Digital Wallet if you are the owner of the device on which a Digital Wallet is installed and it will remain in your possession;
 - (2) ensure that only your Biometric Identifier is registered on your device (and no other person's Biometric Identifier is registered);
 - (3) keep the device locked at all times when it is not in use and do not leave it unattended in a non-secure environment;
 - (4) keep the device safe and secure (including by locking it when not in use or when it is unattended and by installing up-to-date anti-virus software on it);
 - (5) keep all PINs and access codes secret and treat them in the same way you are required to treat your SmartCard PIN or other codes and passwords;
 - (6) if you become aware, know or suspect that another person knows the passcode for a device or has registered their Biometric Identifier on the device, immediately change the passcode or remove the Biometric Identifier to restore the security of the device or, if you cannot do that for any reason, contact us and tell us; and
 - (7) remove any cards added to a Digital Wallet before disposing of the device.

Note: Any liability for losses resulting from unauthorised transactions will be determined in accordance with sections 53 to 55 below, rather than the security measures listed above, which are guidelines only.

- 51.2 Please refer to Part J for additional terms governing access to the Online Account Portal.

52 Loss, theft or misuse of a Card, PIN, Access Code or Mobile Device

If you think your Card Details, PIN, or your access code for the Online Account Portal are known to someone else or are otherwise compromised, have stored your SmartCard in a Digital Wallet and have lost your mobile device, or if you suspect an unauthorised transaction, immediately report this by calling the Services Australia SmartCard eIM hotline on 1800 252 604.

PART I – LIABILITY

53 Liability for Unauthorised Transactions

- 53.1 There may be times when there are unauthorised or fraudulent transactions made on your Account. These transactions are referred to as "Unauthorised Transactions". In some situations, you may be liable for the amount of Unauthorised Transactions,

meaning that you may not get your money back for those transactions even if you did not authorise the transactions. The way the Issuer determines your liability in these situations is set out below.

Situations when you are not liable for Unauthorised Transactions

- 53.2 You are not liable for any losses resulting from Unauthorised Transactions that:
- (1) are caused by the fraud, or negligence of the Issuer or Services Australia staff or agents or of a company involved in networking arrangements, or a merchant or their staff or agents;
 - (2) is caused by a SmartCard, PIN or access code for the Online Account Portal which is forged, faulty, expired or cancelled;
 - (3) are made using your SmartCard before you have received your SmartCard;
 - (4) are made via the Online Account Portal before you are first granted access to the Online Account Portal;
 - (5) are made using your SmartCard after you have reported your SmartCard lost or stolen;
 - (6) are made via the Online Account Portal using your access code after you have reported that your access code has been compromised; or
 - (7) were made using your Card Details without use of your actual SmartCard or PIN and you did not unreasonably delay reporting the Unauthorised Transactions, the loss or theft of your Card Details or the fact that they had become known to someone else to the Services Australia SmartCard eIM hotline on 1800 252 604.
- 53.3 In all cases, you must not have contributed to the loss. Situations where you may have contributed to the loss or acted unreasonably include a failure to exercise care in keeping your SmartCard, Card Details or access code for the Online Account Portal secure or if you unreasonably delayed reporting to Services Australia SmartCard eIM hotline on 1800 252 604 any Unauthorised Transactions, the loss or theft of your Card or Card Details, or of your PIN or access code to the Online Account Portal becoming known to someone else.

Situations when you are liable for Unauthorised Transactions

- 53.4 You will be liable for losses resulting from transactions which are carried out by you or by another person with your knowledge and consent.
- 53.5 You will be liable for actual losses resulting from Unauthorised Transactions prior to you notifying Services Australia's SmartCard eIM hotline of the loss, theft or misuse of your SmartCard or of your PIN or access code (such as your password to the Online Account Portal) becoming known to someone else, where we can prove on the balance of probability that you contributed to the loss by:
- engaging in fraud;
 - voluntarily disclosing your PIN or access code to anyone, including a family member or friend;
 - keeping a record of your PIN or access code:
 - without making a reasonable attempt to disguise it or to prevent unauthorised access to it; and

- in a way that it could be lost or stolen with your SmartCard (in the case of a PIN) or any device to which your access code relates; or
 - keeping a record of your access code without making a reasonable attempt to disguise it or to prevent unauthorised access to it;
 - writing your PIN on your SmartCard;
 - writing your access code on any device to be used with that code;
 - acting with extreme carelessness in failing to protect your PIN or access code;
 - selecting a PIN or access code which represents your birth date, or being an alphabetical code which is a recognisable part of your name, after we have asked you not to select such a PIN or access code and told you of the consequences of doing so.
- 53.6 You will also be liable for actual losses resulting from Unauthorised Transactions where the Issuer can prove, on the balance of probability, that you contributed to the loss by unreasonably delaying reporting the misuse, loss or theft of your SmartCard or other device, or of your PIN or access code becoming known to someone else. Your liability will only extend to losses which occur between the time when you became aware of (or should have reasonably become aware) of such misuse, loss, theft or security compromise and when the Services Australia's SmartCard eIM hotline or the Issuer were actually notified.
- 53.7 However you will not be liable to pay for the portion of the losses:
- incurred on any one day which exceeds any applicable daily transaction limit;
 - incurred in any period that exceeds any applicable periodic transaction limit;
 - that exceeds the balance of your Available Funds; or
 - incurred on the Account if you and the Issuer had not agreed the Account could be accessed using the relevant device.
- 53.8 If more than one access code is required to perform a transaction and the Issuer proves that you breached the security requirements for one or more, but not all, of those access codes, you will be liable under this clause only if the Issuer also proves, on the balance of probabilities, that the breach of the security requirements was more than 50% responsible for the losses.

54 Where limited liability applies

- 54.1 Where a PIN or access code (such as your password to the Online Account Portal) was required to perform an Unauthorised Transaction and it is unclear whether or not you have contributed to any loss caused by the Unauthorised Transaction, your liability will be the lesser of:
- (1) \$150;
 - (2) the actual loss if the loss is less than what the amount of your Account's Available Balance was at the time the loss occurred; or

- (3) the actual loss at the time you notified the SmartCard eIM hotline of the loss or theft of your SmartCard or the compromise of your Card Details or access details for the Online Account Portal.

You will not be liable for losses resulting from an Unauthorised Transaction made using your SmartCard to the extent the losses exceed what your liability would have been had the Issuer exercised any available rights under the rules of the SmartCard scheme at the time you reported the Unauthorised Transaction to The SmartCard eIM hotline or the Issuer against other parties to the scheme.

Notwithstanding anything else in these Conditions of Use, for transactions governed by the ePayments Code, The Issuer does not deny your right to claim consequential damages resulting from a malfunction of a system or equipment provided by a party to a shared electronic payments network that you are entitled to use pursuant to these Conditions of Use (such as a merchant or the Issuer) except where you should reasonably have been aware that the system or equipment was unavailable or malfunctioning, in which case the Issuer's liability for any loss arising from the equipment or system unavailability or malfunction is limited to: (a) correcting any errors; and (b) refunding any fees or charges imposed on you.

55 How we determine liability

55.1 In determining your liability under this section:

- (1) The Issuer will consider all evidence including all reasonable explanations for the Unauthorised Transaction;
- (2) the fact that a transaction was authorised with the correct PIN and/or access code, while significant, is not conclusive evidence that you have contributed to the loss; and
- (3) the use or security of any information required to perform a transaction that you are not required to keep secret (for example, the number on the front of your SmartCard or the expiry date) is not relevant to your liability.

If this Part I is inconsistent or conflicts with any other section in this document, unless expressly provided otherwise, the terms in this Part I apply.

56 Mistaken payments

Note: Sections 56 to 61 do not apply to BPAY payments. See section 27 for information about BPAY mistaken payments.

- 56.1 Occasionally, it is possible that someone might make a mistake when they do an internet transfer because the person entered or selected the wrong BSB number and/or the wrong account number or the person was told the wrong BSB and/ or account number. As a result, money may be transferred into the account of an unintended recipient. This type of payment is referred to as a "mistaken payment".
- 56.2 Mistaken payments will be dealt with by the Issuer in accordance with the ePayments Code, where that Code applies to the payment. These sections 56 to 61 set out how the Issuer and banks and financial institutions who have subscribed to the ePayments

Code will handle mistaken payments which you have either received or have made. It does not however apply to BPAY Payments. See section 30 for information about how we handle mistaken payments made through BPAY.

56.3 For the purposes of these sections 56 to 61, the "Receiving ADI" is the bank or financial institution whose customer received a mistaken payment and the "Sending ADI" is the ADI whose customer has made a mistaken payment. In relation to your Account, the Issuer may be the Receiving ADI where money is deposited into your Account by mistake. The Issuer may be the Sending ADI where you transfer money by Internal Transfer or External Transfer to another person by mistake.

56.4 Where a financial institution other than the Issuer is the Receiving ADI or Sending ADI, we cannot guarantee that it will follow the processes in the ePayments Code (the relevant provisions of which are summarised in these Conditions of Use). The Issuer is not liable for any loss you suffer if another financial institution does not follow those processes.

57 Where sufficient funds are available in the unintended recipients account

57.1 Where the Sending ADI is satisfied that the mistaken payment occurred and there are sufficient funds available in the account of the unintended recipient to the value of the mistaken payment, the process that will apply will depend upon when the mistaken payment is reported. In some instances mistaken payments can be recovered without the consent of the unintended recipient.

Mistaken Payment reported within 10 business days of being made

57.2 Where the Receiving ADI is satisfied that the mistaken payment has occurred, the Receiving ADI must return the funds to the Sending ADI within 5 business days of receiving the request from the Sending ADI or such longer period as is reasonably necessary, up to a maximum of 10 business days.

Mistaken Payment reported between 10 business days and 7 months of being made

57.3 The Receiving ADI must complete its investigation into the mistaken payment within 10 business days of receiving the request to investigate from the Sending ADI.

57.4 If the Receiving ADI is satisfied that a mistaken payment has occurred, the Receiving ADI must:

- (1) prevent the unintended recipient from withdrawing the funds for 10 further business days; and
- (2) notify the unintended recipient that it will withdraw the funds from their account, if the unintended recipient does not establish that they are entitled to the funds within 10 business days commencing on the day the unintended recipient was prevented from withdrawing the funds.

57.5 If the unintended recipient does not establish they are entitled to the funds within that time, the Receiving ADI will return the funds to the Sending ADI within 2 business days of the end of that period.

Mistaken Payment reported after 7 months of being made

57.6 If the Receiving ADI is satisfied a mistaken payment occurred, it must seek the consent of the unintended recipient to return the funds.

58 Where there are not sufficient funds available in the unintended recipients account

58.1 Where both the Sending ADI and Receiving ADI are satisfied that a mistaken payment has occurred but there are not sufficient funds available in the account of the unintended recipient, the Receiving ADI is able to exercise its own discretion, based on an appropriate weighing of the interests of both the sender and the unintended recipient of the funds, and information readily available, to decide whether it should seek to recover all or part of the funds from the unintended recipient.

58.2 The chance of recovering your funds in this scenario is low.

When you have received a mistaken payment any recovery over and above your Available Balance will be recovered in accordance with the Code of Operation as set out at section 78.

59 Your obligations when there is a mistaken payment

59.1 Where you have made or received a mistaken payment you should report it to the SmartCard eIM hotline on 1800 252 604 as soon possible. You will receive acknowledgement of receipt of your report and you should record or retain this acknowledgement.

59.2 Where you or another financial institution advises that you are, or thinks you may be, the sender or recipient of a mistaken payment, you must provide the SmartCard eIM hotline and the Issuer, as requested, with any information reasonably required to determine whether the payment was a mistaken payment.

60 Our obligations when there is a mistaken payment

60.1 Where you have notified the SmartCard eIM hotline of a mistaken payment the Issuer will:

- (1) investigate the mistaken payment; and
- (2) advise you of the outcome of our investigation in writing and within 30 days of your notification of the mistaken payment.

61 Complaints about the Issuer's handling of a mistaken payment

61.1 For information about making a complaint about the outcome of a mistaken payment or how we have dealt with it, please see section 79.

PART J – ONLINE ACCOUNT PORTAL

The Online Account Portal is a secure internet site to which you, or your Payment Nominee, will be provided access. You may access the Online Account Portal directly by visiting the SmartCard eIM website at www.smartcard.com.au or through the SmartCard eIM App which is available for download at Google Play and the Apple App Store.

This access will enable you to do various things such as check your transaction history, retrieve electronic statements, block your SmartCard if it is lost or stolen, order a replacement SmartCard as well as make internet transfers of money from your Account to other enhanced Income Management Accounts as direct internet transfers using the Internet Transfer Facility or as BPAY Payments. You will need to contact the SmartCard eIM hotline on 1800 252 604 if you wish to set up other one-off or re-occurring external transfers from your Account.

62 Your Access to the Online Account Portal

- 62.1 The Online Account Portal is a site to which access is restricted.
- 62.2 To access the Online Account Portal you will need to enter an email address or an Account Number and password. In these Conditions of Use, these are referred to as your “access details”. Please see Part G for further information about Account Security.
- 62.3 Any person who knows your access details will be able to access your Account and make transfers of money from your Account via the Online Account Portal.
- 62.4 The Issuer may lock access to the Online Account Portal if a certain number of failed attempts are made to access it.
- 62.5 The Issuer may lock access to the Online Account Portal at any time for other security reasons and may require you to change your password at any time, in which case you agree that changing your password is necessary to enable you to continue to access the Online Account Portal.
- 62.6 You agree that any information you supply via the Online Account Portal is accurate, that you are authorised to supply that information and that your use of that information does not contravene the law.
- 62.7 You are responsible for keeping your access details secret and secure.
- 62.8 The Online Account Portal provides you with the option of changing your password. You should regularly update your password as a security mechanism.

If you believe your password has been compromised, you must immediately change your password using the “forgot your password” option on the login page or you must immediately phone the Services Australia SmartCard eIM hotline on 1800 252 604.

If you find that you cannot access the Online Account Portal because your existing password has been changed, you must immediately phone the Services Australia SmartCard eIM hotline on 1800 252 604.

63 Contact Details

- 63.1 If you provide your email address or mobile phone number in respect to your account, you must ensure that they are accurate and notify the SmartCard eIM hotline promptly on 1800 252 604 if they change. This is important as these details may be used to authenticate access to the Online Account Portal or to send you alerts or other information including any changes to these Conditions of Use.

- 63.2 Please follow the prompts in the Online Account Portal for details on how to update your email address and mobile phone number.

64 Functions of the Online Account Portal

- 64.1 From time to time, the Issuer may make various features and functions available to you via the Online Account Portal. These functions and features may include the ability for you to turn your SmartCard “on” or “off” and to set up requests for alerts when certain activities take place in relation to your Account.
- 64.2 Not all content or functions may be available at all times and some functions available on the Online Account Portal by the website (www.smartcard.com.au) may not be available on the SmartCard eIM App and vice versa. We may add, change, remove or amend any of the content or functions of the Online Account Portal at any time without prior notice to you. Some of these functions are described below.

65 Configuring Alerts

- 65.1 The Online Account Portal may enable you to request the Issuer to send you Alerts via text message or push notifications to your mobile phone (via SmartCard eIM App) to notify you if certain activities or events occur. Each Alert you select will be sent to you once on the occurrence of each relevant event.
- 65.2 In order to enable or disable push notifications, you must set your preferences in the Online Account Portal and you may be required to adjust the settings on your mobile phone. If you are enrolled in Alerts, have downloaded the SmartCard eIM App and have enabled notifications through the settings in your mobile phone, then you understand and agree that you may automatically receive push notifications.
- 65.3 You may delete all or selected Alerts at any time. Alerts are unsecure and not encrypted and can be read by others if you allow them to access your email account or to view your computer or mobile device.
- 65.4 The Issuer is not responsible for Alerts that do not reach you or are delayed due to either your or our telecommunications provider, nor are we responsible for any loss you may suffer as a result of any such delay or failure to deliver.

66 Turn your SmartCard On and Off

- 66.1 The Online Account Portal may include the added security feature of enabling you to restrict the use of your SmartCard for making transactions. You can turn your SmartCard off when you know you will not be using it, and then turn it back on when you want to start using it again to make purchases.
- 66.2 While turning your SmartCard off reduces the risk of any unauthorised transactions being made with it, you must still follow normal security measures to ensure your SmartCard and your Card Details are kept safe and secure during that time.

67 Other General Website Terms

- 67.1 The Online Account Portal, the SmartCard eIM Website (www.smartcard.com.au) and the SmartCard eIM App from which the Online Account Portal is accessible may be linked to other websites over which we have no control. The Issuer makes no representations about either the security of or

the accuracy of information contained on those websites. The Issuer is not liable for the content on those websites.

- 67.2 We cannot guarantee that anything available for download (such as the SmartCard eIM App) or use through the SmartCard eIM Website or Online Account Portal is free of viruses or other harmful components which may damage or interfere with any data, hardware or software with which it may be used. You must ensure that you take reasonable steps to protect your devices, data and software, for example by use of anti-virus protection software and taking the security steps outlined in these Conditions of Use.
- 67.3 The Online Account Portal and the SmartCard eIM Website (www.smartcard.com.au) and SmartCard eIM App from which the Online Account Portal is accessible contain content and design in which the Issuer has intellectual property rights or in which other parties have intellectual property rights, that the Issuer is licensed to use. All of these rights are reserved. Except as expressly authorised, the use of this intellectual property is strictly prohibited.
- 67.4 Information that you obtain through the Online Account Portal, SmartCard eIM website and Smartcard eIM App from which it is accessible will reflect up-to-date information at the time you access it. This information may not include information on transactions which are still pending and may later be corrected.
- 67.5 You must not make any fraudulent or false representations or requests in your use of the Online Account Portal.
- 67.6 Your access to the Online Account Portal may be restricted or discontinued at any time by us for security reasons.

PART K – PRIVACY

68 The type of personal information we collect about you

- 68.1 The Issuer collects personal information about you and any Payment Nominee in relation to your Account and SmartCard. The type of personal information we collect about you includes:
- (1) your name and any Payment Nominee's name, date of birth, address, mother's maiden name and other contact details;
 - (2) if relevant, details about your Centrelink entitlements, including the type of benefit you receive from Services Australia and how much you are paid in benefits;
 - (3) other personal details about you and any Payment Nominee that you and a Payment Nominee provide to us or the Commonwealth of Australia provides to us, such as your or a Payment Nominee's gender, country of birth, marital status and Centrelink Customer Reference Number (CRN) or other unique identifier or details allocated to you or a Payment Nominee by Services Australia, such as concession card details;

- (4) information about the transactions made in relation to your Account, including deposits and withdrawals (including SmartCard transactions), details about who makes and receives those deposits and withdrawals, and in the case of taxi services, information relating to the journey paid for using the SmartCard;
- (5) your tax file number and information regarding your foreign tax residency status; and
- (6) your external bank account details; and
- (7) If you add your SmartCard to a Digital Wallet, information relating to your device and your Digital Wallet

69 Who we collect your personal information from

- 69.1 The Issuer collects your personal information from:
- (1) you;
 - (2) the Commonwealth of Australia;
 - (3) service providers who work for us to help us operate your Account;
 - (4) merchants who accept the SmartCard;
 - (5) other participants in the financial system such as other financial institutions; and
 - (6) If you add your SmartCard to a Digital Wallet, Digital Wallet Providers.
- 69.2 The Issuer may also collect your and any Payment Nominee's personal information from other people, where you or a Payment Nominee have told us or the Commonwealth of Australia that it is alright for us to communicate with them about you.

70 Why we collect and use your personal information

- 70.1 The Issuer collects and uses your personal information and any Payment Nominee's personal information (as applicable) to:
- (1) consider whether to provide you with an Account;
 - (2) provide you with your Account and related services, including to resolve disputes, errors and issues in relation to your Account;
 - (3) provide a Payment Nominee with a SmartCard;
 - (4) identify you and/or a Payment Nominee in accordance with the law and payment scheme rules, if required;
 - (5) give you or a Payment Nominee information in relation to your Account;
 - (6) provide Services Australia with information in relation to you, your Payment Nominee and your Account;
 - (7) undertake internal management and administrative activities in relation to our operation of services for Services Australia in relation to your Account;
 - (8) determine and report in respect of your foreign tax residency status;
 - (9) prevent or investigate any fraud or criminal activity (or a suspected fraud or criminal activity);
 - (10) comply with relevant laws and payment scheme rules; and
 - (11) operating and generally improving your Digital Wallet experience.

71 What information we provide to the Commonwealth of Australia

We may share any personal information we have collected about you or your Payment Nominee (for example your name, address, date of birth, contact details, transaction history and communications you or your Payment Nominee have had with the Issuer about your Account) to the Commonwealth of Australia which may use this information at its discretion to ensure restrictions are being applied effectively and to evaluate the enhanced Income Management program. The Commonwealth may provide de-identified summary data to a third party evaluator as part of this process.

By using your Account (including your SmartCard and Card Details) and by a Payment Nominee using your Account (including their SmartCard and Card Details), you and any Payment Nominee acknowledge and agree that the Issuer will be providing your personal information and the personal information of a Payment Nominee to the Commonwealth of Australia (including any department of the Commonwealth of Australia).

72 Who we provide your personal information to

72.1 In addition to the Commonwealth of Australia, we may provide your information and the information of any Payment Nominee to:

- (1) our service providers who work for us to help us operate your Account;
- (2) payment scheme providers such as Visa, BPAY and eftpos;
- (3) regulatory bodies, government agencies such as the Australian Taxation Office, as well as law enforcement bodies and courts;
- (4) other parties as is authorised or required by law; and
- (5) other participants in the financial systems such as other financial institutions for the purpose of resolving disputes, errors or issues in relation to your Account.

73 What happens if you do not provide your personal information to us

73.1 If you do not provide the SmartCard eIM hotline or the Issuer with your personal information or a Payment Nominee does not provide us with their personal information, we may not be able to provide you with an Account or a Payment Nominee with access to your Account (as applicable), or we may be unable to properly operate your Account or answer queries or resolve disputes in relation to your Account.

74 Where we store your personal information

- 74.1 The Issuer stores your personal information and any personal information of a Payment Nominee in Australia.
- 74.2 To facilitate transaction identification and to assist with the identification of suspicious or fraudulent transactions, we also send some of your personal information, personal information about a Payment Nominee and transaction details to a service provider overseas. As at the date of these Conditions of Use, the service provider stores personal information in the United Kingdom, the United States of America, Israel, the Netherlands and Spain.

74.3 The service provider works for us to help identify online transactions made with a SmartCard. They help make sure that the transactions made over the internet with a SmartCard linked to your Account are genuine transactions made by you or a Payment Nominee.

74.4 By using your SmartCard and your Card Details and by any Payment Nominee using their SmartCard and their Card Details, you and any Payment Nominee agree that your personal information and transaction details may be sent overseas for the purposes of assisting with the identification of suspicious or fraudulent transactions or as required by law.

75 How you can access your personal information

75.1 You or a Payment Nominee may contact us to find out what personal information we have about you or a Payment Nominee.

75.2 You or a Payment Nominee may access any of your personal information at any time by calling the SmartCard eIM hotline on 1800 252 604. If you can show that information about you is not accurate, complete and up to date, we will take reasonable steps to ensure it is corrected so that it is accurate, complete and up to date.

75.3 There may be circumstances when we may be unable to provide you or a Payment Nominee with access or to correct your information, in which case we will provide you with a written reason. For details on how you may access and seek correction of the personal information we hold about you, please refer to our Privacy Policy available at www.smartcard.com.au/privacy.

76 Privacy Complaints

76.1 In accordance with the *Privacy Act 1988* (Cth), The Issuer must comply with the Australian Privacy Principles. You or a Payment Nominee have the right to lodge a complaint if you believe we have breached the Australian Privacy Principles. For details on how you may complain about a breach and how we deal with complaints, please refer to our Privacy Policy available at www.smartcard.com.au/privacy.

76.2 If you would like a copy of the Issuer's Privacy Policy to be sent to you, please contact the SmartCard eIM hotline on 1800 252 604.

PART L – GENERAL MATTERS

77 The ePayments Code

77.1 The ePayments Code governs certain electronic payments to or from your Account. Electronic payments include purchases made with your SmartCard, you transferring funds by using the Internet Transfer Facility or you making a BPAY Payment. While the Issuer is not currently a subscriber to the ePayments Code, the Issuer warrants that it will comply with the applicable requirements of the ePayments Code, as amended from time to time as if it was a subscriber to the ePayments Code.

Further information about the ePayments Code is available at www.asic.gov.au.

78 Code of Operation

- 78.1 As a recipient of Centrelink payments deposited into your Account, we will only recover a debt owing by you in accordance with the Code of Operation. This means that the Code of Operation applies when we seek to recover debts from you in relation to an overdrawn Account or a mistaken payment. For information on the Code of Operation, please go to www.servicesaustralia.gov.au or call the SmartCard eIM hotline on 1800 252 604.
- 78.2 As at the date of these Conditions of Use, the effect of this section 78 is that, in a particular period of time, we will not automatically deduct from your Account any amount that exceeds 10 per cent of the amount you receive from Centrelink in that period.

79 Queries and Complaints

How we handle complaints

- 79.1 To make a complaint in relation to your Account or the payment services related to your Account, please contact the SmartCard eIM hotline on 1800 252 604 who try and assist you with your concerns during the call or will request sufficient information from so that your complaint can be investigated by the Issuer.
- 79.2 If your complaint is closed within 5 Business Days, by being resolved to your satisfaction, or if there is no reasonable action that can be taken to address the complaint, we may simply phone you to let you know the outcome. Upon request we will confirm the outcome in writing.
- 79.3 Within 30 calendar days of receiving your complaint the Issuer will write to you to tell you:
- (1) the outcome; or
 - (2) advise that we need extra time, the reasons for the delay and the date by which you can reasonably expect to hear the outcome of our investigation.
- 79.4 Occasionally, we may need more than 30 days in total to investigate a complaint. This would be needed in only exceptional circumstances. For example, we may need to get information from other financial institutions or merchants involved in your complaint and we may need extra time if they have caused delays. If this occurs, we will provide you with monthly updates on the progress of the investigation.

Escalating Complaints

- 79.5 If we have told you the outcome of our investigation of your complaint and you are not happy with the outcome, you can contact the Australian Financial Complaints Authority (AFCA) using the following details:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
Website: www.afca.org.au
Telephone: 1800 931 678

- 79.6 It is important that the Issuer first investigates your complaint before you ask the AFCA to investigate it. The AFCA will not investigate your matter unless we have first investigated your complaint.

Complaints we can't investigate

- 79.7 We can only investigate complaints that relate to your Account and the attached products and services.
- 79.8 We cannot investigate complaints about things like the quality of goods and services you have paid for using the money in your Account. In relation to that type of issue, please directly contact the relevant shop or provider of the products or services.
- 79.9 If you have a complaint about your participation in the enhanced Income Management Program, the amount of money you receive as part of your Centrelink entitlement, the portion of your Centrelink entitlement you receive into your Account. Please contact Services Australia directly.

80 Account Protection

- 80.1 As at the date of these Conditions of Use, your Account is a protected account under the Financial Claims Scheme ("FCS"), which is administered by the Australian Prudential Regulation Authority ("APRA"). The FCS is designed to protect depositors from potential loss from the failure of financial institutions.
- 80.2 In light of your Account being protected as described in 80.1, you may be entitled to payment under the FCS if the Issuer fails. However, payments under the FCS are subject to a limit for each person who has an Account.
- 80.3 You can obtain information about the FCS from the APRA website at www.apra.gov.au.

81 Residual Funds and Unclaimed Money

- 81.1 Prior to closing your Account we will obtain details of your nominated account with another financial institution to send any funds remaining in your Account to you at the time it is closed ("Residual Funds") from Services Australia. For that reason, it is important that you or your payment nominee advise Services Australia, and keep your unrestricted account details up to date, by contacting the SmartCard eIM hotline on 1800 252 604.
- 81.2 If despite our endeavours we have not been able to obtain details of an alternative account in your name to transfer the Residual Funds to, we will transfer the money to the Commonwealth Government in accordance with the "unclaimed money" program.
- 81.3 Where Residual Funds have been transferred to the Commonwealth in accordance with this section, you have the right to claim your money. Please refer to ASIC's website at www.asic.gov.au for details.
- 81.4 Where a payment nominee arrangement is in place at the time of account closure, any residual funds in the account will be disbursed to the payment nominee (as opposed to the customer).

82 How we communicate with you

- 82.1 Services Australia or the Issuer will communicate with you in relation to your Account or your SmartCard:
- (1) by written correspondence to your last-known address;
 - (2) electronically, by sending notices to your nominated email address;
 - (3) via SMS;
 - (4) via push notifications (for account holders who have downloaded the SmartCard eIM App);
 - (5) by making the notices available on the website at www.smartcard.com.au; or
 - (6) by telephone.
- 82.2 You must let the SmartCard eIM hotline know if any of your contact details change by calling 1800 252 604, otherwise we will communicate with you using the most recent details we have for you.

83 Changes to these Conditions of Use

- 83.1 We may make changes to the terms set out in these Conditions of Use, including to the terms relating to:
- (1) your Account (including the restrictions that apply to your Account, the Blocked Merchants List, and the Internet Transfer Funds Restriction List); and
 - (2) your Account functionality (including the SmartCard, Internal Transfers, External Transfers and BPAY).
- 83.2 If we do make any changes, we will notify you of those changes in accordance with the table below. However, advance notice may not be given where a change has to be made to ensure we immediately restore or maintain the security of our systems or of individual accounts or facilities. Unless otherwise specified in these Conditions of Use, we may notify you of changes as set out in the following table:

Type of Change	Time frame	Method of Notification
New fee or increase in a fee	30 days in advance	Notice on the website – www.smartcard.com.au and cardholder portal
Increasing your liability for electronic transactions	30 days in advance	Notice on the website – www.smartcard.com.au
Imposing, removing or changing a daily or periodic limit on transactions, a facility or electronic equipment such as the Total Daily Payment Limit and the daily SmartCard transaction limit	30 days in advance	Notice on the website – www.smartcard.com.au
Changes to the Restricted Goods	In advance of the date of change	Notice on the website – www.smartcard.com.au

Type of Change	Time frame	Method of Notification
Changes to the Blocked Merchants List	On the date of change or as soon as practicable afterward	By updating the Blocked Merchants List available www.smartcard.com.au/for-cardholder/where-can-i-shop/
Changes to the Internet Transfer Funds Restriction List	On the date of change or as soon as practicable afterward	By updating the Internet Transfer Funds Restriction List available at www.smartcard.com.au/for-cardholder/where-can-i-shop/
Any change in accordance with a legislative instrument (other than those specified in this table)	In advance of the change or as soon as practicable afterward unless the change has been publicised by the Cth Government (including any department of the Cth Government)	By post, email, or website at www.smartcard.com.au
Any other change to a term or condition	In advance of the change or as soon as practicable afterward	Notice on the website at www.smartcard.com.au

84 Anti-Money Laundering and Counter-Terrorism Financing

- 84.1 You and any Payment Nominee agree that:
- (1) where required, you and any Payment Nominee will provide Services Australia's SmartCard eIM hotline or the Issuer with all information we reasonably request in order to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on us pursuant to the AML Legislation and relevant payment scheme rules;
 - (2) we may be legally required to disclose information about you, a Payment Nominee or your Account to regulatory and/or law enforcement agencies;
 - (3) we may block, delay, freeze or refuse any transactions where we, in our sole opinion, consider reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML Legislation, any relevant payment scheme rules or any other relevant law;
 - (4) where transactions are blocked, delayed, frozen or refused by us in accordance with this section, you agree that we are not liable for any loss suffered by us, you or other third parties arising directly or indirectly as a result of us taking this action; and

- (5) we will monitor all transactions that arise in relation to your Account in accordance with our obligations imposed on us by the AML Legislation and applicable payment scheme rules.

85 Assignment of Rights

85.1 You may not assign your rights under these Conditions of Use to any other person.

We may assign our rights or transfer the Conditions of Use to a related third party, or an unrelated third party with dispute resolution procedures that are similar to ours or more favourable to you. If we do that, the terms in these Conditions of Use will apply to the transferee or assignee as if it were named as Indue.

PART M – MEANINGS

In this document:

Account means the enhanced Income Management Account issued by Indue and established in accordance with these Conditions of Use (also referred to as the enhanced IM Account, or eIM Account);

Account Number means a unique number of digits used to identify the account at a financial institution. Your Account Number along with your BSB is printed on the back of your SmartCard and is also printed on your Account Statements;

ADI means authorised deposit taking institution;

Alert means notifications about certain events or conditions that you may select in your Alert Centre;

Alert Centre means the location in the Online Account Portal where you may select your Alerts and securely view your Alerts;

AML Legislation means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and its associated rules, regulatory guides and regulations;

Application form means an application form for an Account available upon request from the Customer Service Centre;

ATM means Automatic Teller Machine;

Available Balance means the total balance in your Account less any unsettled transactions (for example any SmartCard transactions that are pending authorisation);

Biometric identifier includes fingerprint, faceprint or similar biometric identifier;

Blocked BPAY Biller means a business or category of business (such as a business that has been categorised as selling Restricted Goods) to whom you cannot make BPAY Payments from your Account, as described in section 23;

Blocked Merchant means a business or category of business such as a business that has been categorised as selling Restricted Goods to whom you cannot make payments from your Account, as described in section 37;

Blocked Merchants List means the list maintained at www.smartcard.com.au/for-cardholder/where-can-i-shop/ which sets out those businesses or categories of businesses (such as bottle shops) where you will not be

able to purchase goods or services either using your SmartCard or by making a BPAY payment;

Business Day means a day that we are open for business, excluding Saturdays, Sundays and national public holidays;

BPAY and **BPAY Scheme** means the electronic payments scheme operated by BPAY Pty Ltd which you use to make payments (BPAY Payments) on your behalf to participating organisations (BPAY Billers);

BPAY Biller means an organisation which sends bills that you can pay through BPAY;

BPAY Biller Code means the specific code associated with a BPAY Biller and which a BPAY Biller tells you to make a payment to;

BPAY Payment means a payment made by BPAY;

BPAY Group Pty Ltd means BPAY Group Pty Ltd ABN 60 003 311 644, PO Box 3545, Rhodes, New South Wales;

BSB means Bank State Branch and is the 6 digit number that identifies financial institutions and branches in Australia. Your BSB along with your Account Number is printed on the back of your SmartCard and is also printed on your Account Statements;

Card Details means the unique information associated with your SmartCard such as the number on the front of the card, the three digits on the back of the card (known as the “CVV”) and the expiry date;

Centrelink Customer Reference Number means the unique number that Services Australia assigns to each of its customers, abbreviated to CRN;

Code of Operation means the “Code of Operation: Recovery of Debts from Income Support Payments” published by Services Australia;

Daily Spend Limit means the maximum amount of funds that you can spend out of your Account on any given day. See section 11.1 for further information about your Daily Spend Limit and section 11.3 for how you can change this limit;

Digital Wallet means Apply Pay, Google Pay or Samsung Pay;

eIM Smart App means the mobile device application developed by the Issuer and available for download from the Apple App Store and Google Play Store;

Eligible Income Support Payment means for Volunteers a Category A welfare payment as defined in Section 123SB of the Social Security Legislation;

Eligible Income Support Payment Volunteer means a person who receives an Eligible Income Support Payment, has a usual place of residence that is, becomes, or was within a Program Area and has advised Centrelink that they would like to open an Account and have a portion of their income support payments deposited into an Account;

Enhanced Income Management Program or **eIM Program** means the program implemented in specific locations by the Commonwealth of Australia, in accordance with the Social Security Legislation;

ePayments Code means the industry code of that name which is issued by the Australian Securities and

Investments Commission (ASIC) from time to time and is available on the ASIC website at www.asic.gov.au;

External Transfer means a transfer of money from your issued enhanced Income Management Account to another account with an Australian financial institution using the relevant BSB and Account Number, that is not an enhanced Income Management Account, using online banking;

Indue means Indue Limited ABN 97 087 822 464;

Internal Transfer means a transfer of money from your enhanced Income Management Account to another enhanced Income Management Account, issued by the Issuer, using online banking;

Internet Transfer Facility means the ability to transfer money from your enhanced Income Management Account to other enhanced Income Management accounts through the Online Account Portal. See section 16 for further information;

Internet Transfer Funds Restriction Lists means the list that the Issuer maintains on its website at www.smartcard.com.au/for-cardholder/where-can-i-shop/ and which is described in section 16;

Issuer means Indue Ltd, as issuer of the enhanced Income Management account and multi-network Debit Card;

Negative Balance means an amount of less than \$0.00 in your Account;

Online Account Portal means the secure site located at www.smartcard.com.au where you may log in to access information about your Account and your SmartCard and from where you can make requests to transact using your Account;

Online Merchants means merchants who accept SmartCard payments via the internet, mail order and telephone order;

Payment Nominee means a person who is either a Program Participant or is subject to Income Management (as defined in the Social Security Legislation) and who has been appointed through Services Australia to manage Income Support Payments or Department of Veterans' Affairs (DVA) Payments on your behalf;

PIN means the four-digit personal identification number you will need to enter into point-of-sale terminal devices to make purchases using your SmartCard;

Program Area means an area which has been specified as such in accordance with the Social Security Legislation;

Program Participant means a person who is a 'Program Participant' as defined in Part 3AA of the Social Security Legislation;

Restricted Goods means the following goods which you are not permitted to purchase using the money in your Account:

- (1) alcoholic beverages that contain more than 1.15% by volume of ethyl alcohol;
- (2) gambling services provided to you in the capacity of a customer (within the meaning of the *Interactive Gambling Act 2001* Cth);

- (3) tobacco or tobacco product as defined in the *Tobacco Advertising Prohibition Act 1992* (Cth);
- (4) pornography or pornographic material as defined in the Social Security Legislation; and
- (5) any other goods or services determined by the Commonwealth of Australia from time to time in accordance with the Social Security Legislation;

SmartCard means a plastic debit card issued by the Issuer to enable electronic access to the funds in your Account for purchase transactions in accordance with these Conditions of Use;

SmartCard eIM hotline means the Services Australia Customer Contact Centre established as the primary point of contact to assist you with basic Account and SmartCard queries;

Social Security Legislation means the *Social Security (Administration) Act 1999* (Cth) and Legislative Instruments relating to the enhanced Income Management Program;

Supported Device means with respect to:

- (1) Apple Pay a compatible Apple iPhone, iPad, Apple Watch, MacBook or Mac;
- (2) Samsung Pay a compatible wireless Samsung mobile device;
- (3) Google Pay a device such as a smartphone, tablet or smartwatch using an Android operating system,

in each case which we determine eligible for the registration of your Visa Card to be used in one or more Digital Wallets.

Temporary Replacement Card means a temporary SmartCard issued to account holders in emergency situations for use until a permanent replacement SmartCard is received. See section 47 for further information about Temporary Replacement Cards and how to obtain one;

Unauthorised Transaction means a transaction made using the money in your Account by a person other than you, who does not have authority to make the transaction;

Us and We means Indue.

Visa Secure Participating Merchant means a merchant from whom online purchases can be made and who participates in the Visa Secure program described in section 42;

Visa means Visa Worldwide PTE. Limited; and

You and Your means the person that has established an Account with the Issuer;



The enhanced Income Management Account and SmartCard are issued by Indue Limited
ABN 97 087 822 464; AFSL 320204
BPAY* is registered to BPAY Pty Ltd
ABN 690 7913 7518
Effective as at 1 December 2025