

# PRODUCT DISCLOSURE STATEMENT

## EFTPOS PREPAID CARD

Indue Ltd is the issuer of the Anindilyakwa Royalty Shoppa Prepaid Card.

### 1. INTRODUCTION

This Product Disclosure Statement (“**PDS**”) contains important information about the reloadable eftpos prepaid card (**Prepaid Card**) and its associated features, risks and fees. The purpose of this PDS is to assist you with deciding whether or not to acquire the Prepaid Card.

The first time that you activate your Prepaid Card, you are agreeing to abide by the terms and conditions set out in this PDS. Therefore this PDS should be read carefully. We suggest that you seek advice if you do not understand any of the information contained within this PDS and how it applies to you. Once you accept the terms and conditions set out in this PDS, they will apply to your use of your Prepaid Card.

This PDS is provided as a requirement pursuant to the *Corporations Act 2001* (Cth) and is issued by Indue Ltd ABN 97 087 822 464 (“**Indue**”).

The information contained in this PDS does not take into account your individual objectives, financial situation or needs.

This PDS is dated 1<sup>st</sup> April 2019.

Words that are capitalised in this PDS are defined in section 1.

### 2. GENERAL DESCRIPTION OF THE PREPAID CARD

The Prepaid Card is a reloadable eftpos prepaid card.

Once activated, your Prepaid Card allows you to make payments at stores that have been approved by the Anindilyakwa Land Council (the “**ALC Approved Stores**”), as long as:

- there is sufficient Available Balance available on your Prepaid Card to cover the amount of the transaction;
- the Expiry Date has not been reached; and
- the Prepaid Card has not been suspended or cancelled.

You can use your Prepaid Card at ALC Approved Stores to purchase any goods or services other than Excluded Goods. A list of Excluded Goods is available at [www.anindilyakwa.com.au](http://www.anindilyakwa.com.au).

For a list of approved ALC Approved Stores and Excluded Goods please go to [www.anindilyakwa.com.au](http://www.anindilyakwa.com.au). These lists will be regularly updated and it is important that you regularly review them to understand how you may use your Prepaid Card.

Your Prepaid Card will have a photo of you on it and can only be used by you. ALC Approved Stores may refuse to accept the Prepaid Card if a person other than the cardholder attempts to use it.

The Card accesses only the value that is loaded onto it. It is not a credit card or a debit card and is not linked to any separate account.

The Prepaid Card **cannot** be used to withdraw cash at ATMs.

### **3. THE ANINDILYAKWA LAND COUNCIL**

Anindilyakwa Land Council (**ALC**) (Authorised Representative number 705031) is an authorised representative of Indue and is the distributor, manager and promoter of the Prepaid Card. ALC is responsible for providing certain cardholder services to you, including providing you with your Prepaid Card, loading and unloading funds, arranging for a replacement Prepaid Card to be issued to you in accordance with the terms set out in this PDS, providing lost and stolen services and assisting you with any queries you may have regarding your use of your Prepaid Card.

ALC may be contacted at:

Phone: 08 89876408  
Email: [accounts@alcnt.com.au](mailto:accounts@alcnt.com.au)  
P O Box 8176, Cairns, QLD, 4870

ALC are contactable 9am to 3.00pm Monday to Friday

ALC is not the issuer of the Prepaid Card and does not have any authority to:

- make any representations or give any warranties that contradict those contained in this PDS, unless the prior approval of Indue has been obtained;
- provide you with any financial product advice (that is, advice taking into account your personal circumstances or a recommendation or statement of opinion intended, or could be reasonably regarded as being intended to influence you in making a decision about whether or not to acquire the Prepaid Card);
- purport to bind or contract for or on behalf of Indue in any way whatsoever, other than as is set out in this PDS; or
- give you information that is inconsistent with the information set out in this PDS.

If you believe that ALC has exceeded its authority by acting in any of the above manners, we request that you immediately contact Indue on 1300 671 819 to clarify the matter.

**Any questions in relation to your Prepaid Card (including where the card may be used, what items can be purchased with the card and the loading and unloading of funds from your card) should be directed to ALC on the contact details above.**

#### 4. PREPAID CARD ISSUER AND ROLES OF INDUE

The issuer of the Prepaid Card is Indue Limited ABN 97 087 822 464. Indue is an authorised deposit-taking institution. Indue holds an Australian Financial Services Licence, AFSL number 320 204. Indue and the ALC are not related entities.

By activating and using the Prepaid Card you are entering into a contract with Indue (and not with ALC) and are agreeing to the terms and conditions in this PDS.

You may contact Indue at:

Indue Limited

PO Box 523

TOOWONG QLD 4066

Phone: 1300 671 819 between 7.00am -7.00pm Monday to Friday, Saturday 8.00am – 1.00pm, closed Sundays and national public holidays.

#### 5. QUERIES

If you have a query about the Prepaid Card, we request that in the first instance you direct the query to ALC (see contact details in section 3 above).

#### 6. COMPLAINTS AND THE DISPUTE RESOLUTION SCHEME

If you have a complaint or dispute relating to your Prepaid Card, you should contact ALC in the first instance using the contact details above. If your complaint or dispute relating to your Prepaid Card is not satisfactorily resolved by ALC, you should contact Indue.

**If your complaint is immediately settled to your satisfaction or if it is settled to your satisfaction within 5 Business Days of receiving the relevant details about the complaint or dispute from you, Indue or ALC (as the case may be) may advise you of the outcome by means other than in writing (for example, by telephone). If you wish, you may request that Indue or ALC provide you with a written response.**

However, if Indue or ALC is unable to settle your complaint within 5 Business Days, it will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 days of receiving these further relevant details from you, Indue or ALC will:

- advise you in writing of the results of its investigations; or
- advise you in writing that it requires further time (not exceeding a further 24 days) to complete its investigation.

An investigation will continue beyond 45 days only in exceptional circumstances, for example, if there are delays caused by other financial institutions or merchants involved in resolving the complaint, or in circumstances where Indue or ALC investigate the relevant transaction under any applicable industry rules (if you wish to find out what industry rules apply to transactions made using your Prepaid Card, please contact ALC or Indue).

Where you are not satisfied with the outcome of your complaint, you have the right to contact Indue's External Dispute Resolution Scheme.

Indue is a member of the following External Dispute Resolution Scheme:

**Australian Financial Complaints Authority (AFCA)**

GPO Box 3  
Melbourne VIC 3001

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

Telephone: 1800 931 678

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

**7. BENEFITS OF THE PREPAID CARD**

The benefits of the Prepaid Card are that:

- it is a convenient way to make payments at ALC Approved Stores;
- it can assist you in controlling your spending. You can only access the value that has been loaded and there is no overdraft or credit facility associated with the card;
- it is Reloadable which means extra funds can be added to it by ALC until it expires;
- it reduces the need to carry cash;
- all funds are held by Indue, an authorised deposit-taking institution;
- it is not linked to a separate deposit account; and
- there is no daily or other periodic limit to the number of times you may use the Prepaid Card at eftpos Devices, as long as you have sufficient funds available to cover your purchases. This does not prevent a merchant from setting its own limits.

**8. RISKS OF THE PREPAID CARD**

The risks associated with the Prepaid Card include:

- Unauthorised Transactions can happen if it is lost or stolen, if your PIN is revealed to an unauthorised person, as a result of fraud, or if you breach the terms and conditions of the Prepaid Card outlined in this PDS;
- you might not be able to get your money back if Unauthorised Transactions or mistaken transactions occur. Refer to section 21 for a list of circumstances where you may be held liable for unauthorised use of the Card;
- due to equipment errors, malfunctions or equipment being used incorrectly, the same transaction may be processed more than once or transactions may not be processed at all. In these cases the errors can usually be corrected but may

temporarily inconvenience you as your Available Balance will be incorrect. Where these errors cannot be corrected, we will resolve the issue by adjusting your Prepaid Card in your favour;

- Indue experiencing a cyber-attack, which may result in our systems being unavailable and consequently you being unable to use the Available Balance on your Prepaid Card for a period of time. A serious cyber-attack may result in significant legal and financial exposure to us, damage to our reputation, and a loss of confidence in our products and services that could potentially have an adverse effect on our ability to meet our obligations to you; and
- The Financial Claims Scheme does not apply in relation to your Card or your Available Balance.

#### **IMPORTANT INFORMATION ABOUT THE FINANCIAL CLAIMS SCHEME**

The Financial Claims Scheme (“FCS”) is a scheme administered by the Australian Prudential Regulation Authority (“APRA”) to protect depositors from potential loss due to the failure of institutions. It provides depositors with a guaranteed protection, up to a cap. As at the date of this PDS, the FCS applies to deposits only. It does not extend to prepaid card products (including the Prepaid Card or any Available Balance held on the Prepaid Card).

#### **If Indue fails:**

- **any Available Balance held on your Prepaid Card will not be protected by the FCS; and**
- **you may lose all or part of your Available Balance.**

**The risks associated with the Card may therefore be increased when you load large amounts of money onto the Card.**

For more information on the FCS, refer to: <https://www.fcs.gov.au/>

## **9. LOADING AND UNLOADING FUNDS ON AND OFF YOUR PREPAID CARD**

From time to time ALC may load cards with royalty payments determined and approved by the Anindilyakwa Royalties Aboriginal Corporation (**ARAC**) Board (**Royalty Payments**). The ARAC Board will determine the amount and date of issue of any Royalty Payments.

Once loaded, you will be able to use your Prepaid Card to make payments at ALC Approved Stores until a date determined by ALC (the **Suspension Date**). The Suspension Date will be shortly before the date that the ARAC Board determines royalty payments are to be distributed (the **Royalty Distribution Date**).

Once declared by the ARAC Board, both the Suspension Date and the Royalty Distribution Date will be published on ALC’s website at [www.anindilyakwa.com.au](http://www.anindilyakwa.com.au).

During the period between the Suspension Date and the Royalty Distribution Date, any Available Balance on your Prepaid Card will be unloaded by ALC and transferred to your

external bank account less any amounts owed to ALC. If you have not received the funds in your external bank account within 10 Business Days of it being unloaded from your Prepaid Card or you have any questions about the external bank account to which it will be transferred to you should contact ALC on 08 89876408.

It's important to note that you will not be able to use your Prepaid Card during the interim period between the Suspension Date and the date that the next Royalty Payment is loaded onto your card by ALC. You should ensure that you keep your Prepaid Card in a secure place and not dispose of it during this interim period.

In the event that you ask ALC to make a payment on your behalf, ALC may, at its discretion, deduct the amount paid on your behalf from the Available Balance on your Prepaid Card. By activating your Prepaid Card you agree to ALC loading and unloading funds from your Prepaid Card.

**Indue is not responsible for the distribution of Royalty Payments and does not make any representations or accept any liability in relation to the loading or unloading of funds from your Card. If you have any questions or complaints in relation to Royalty Payments, these questions and complaints should be directed to ALC.**

#### **10. YOUR AVAILABLE BALANCE IS NOT A BANK DEPOSIT**

The Prepaid Card is not a debit card or credit card and the Available Balance on the Card is not a bank deposit. Indue will hold funds that are stored on your Card in various accounts that it owns and controls. In no circumstance will you earn interest on any Available Balance that is stored on your Prepaid Card.

#### **11. TAX LIABILITY**

We have not taken into account your individual circumstances or needs and you should get your own independent tax advice in relation to the impact your use of the Prepaid Card may have on your personal tax liability.

## **12. OTHER IMPORTANT INFORMATION**

You cannot use the account number and BSB associated with your Prepaid Card to arrange for any amounts to be credited to or debited from your Available Balance (including by direct debit).

The Prepaid Card cannot be used to make or complete a transaction that exceeds the Available Balance on your Prepaid Card from time to time. Any attempted transaction that you make that is in excess of the Available Balance on your Prepaid Card at that time will be rejected.

Indue and ALC do not warrant or accept any responsibility if an ALC Approved Store does not accept your Prepaid Card or if an ALC Approved Store permits a person other than the depicted Cardholder to make a payment with the Prepaid Card.

While ALC maintains the lists of Excluded Goods and ALC Approved Stores carefully and provides updated information via the ALC website as regularly possible, we make no guarantees in relation to the accuracy of these lists and as a consequence accept no liability for any loss incurred by you being unable to purchase a particular item from a store and conversely for you being able to purchase an Excluded Good.

You are not able to and you must not attempt to use your Prepaid Card at an eftpos Device where that device is classified as an unattended payment terminal. An unattended payment terminal refers to unsupervised terminals. These terminals can include car parking machines, vending machines, transport ticketing devices and self-served kiosks. If you attempt to use your Prepaid Card in an offline environment or at an unattended payment terminal, that transaction will be rejected.

Neither Indue nor ALC are responsible in the event that you have a dispute regarding the goods or services purchased with your Prepaid Card. In the first instance, you should contact the merchant directly. If you cannot resolve the dispute with the merchant, Indue has the ability in certain circumstances to investigate disputed transactions on your behalf (refer to section 22 below for a list of circumstances when Indue can investigate disputed transactions) and attempt to obtain a refund you.

Indue is not aware of any material conflicts of interests that would affect this product or the service you receive from Indue or ALC.

## **13. ACTIVATING THE PREPAID CARD**

You are required to activate your Prepaid Card before being able to make payments with it. To activate your Prepaid Card, go online at <https://prepaid.indue.com.au/alc/login> and follow the prompts.

When you activate your Prepaid Card, you need to select a four-digit PIN. You may change your PIN later by going online and following the prompts. For guidance on how to set your PIN, please refer to section 20 .

## **14. USING THE PREPAID CARD**

The Prepaid Card can be used at ALC Approved Stores to pay electronically for any goods

other than Excluded Goods.

When using your Prepaid Card (either through inserting or swiping), press the “CHQ” or “SAV” button on the relevant terminal and follow the prompts to enter your PIN. If you press the “CR” button, the transaction will be declined.

When an Authorised Transaction takes place using your Prepaid Card, we will deduct the value of the Authorised Transaction from the Available Balance.

You are responsible for all transactions that arise from the use of your Prepaid Card, unless this PDS says otherwise.

You must not attempt to use your Prepaid Card to make a transaction that exceeds the Available Balance.

**In some circumstances (for example, where a transaction is processed in an offline environment or where you incur a fee or charge), your Available Balance can become negative. If you make or attempt to make a transaction that exceeds the Available Balance, you will be liable for any Negative Balance that may result and any reasonable costs we may incur in recovering the amount of the Negative Balance from you. If your Prepaid Card has a Negative Balance, when value is next loaded onto your Prepaid Card, we will first apply that loaded value to recover the Negative Balance from you.**

You cannot stop payment on any transaction after it has been completed.

Merchants and financial institutions can impose conditions on how their payment facilities are used, including imposing limits or not allowing split payments. **Merchants and financial institutions may also impose a fee or surcharge for using their payment facilities. These type of fees fall outside our control and are not charged by Indue or ALC. We accept no responsibility for these fees.**

Sometimes, there may be circumstances beyond the control of Indue that prevents a transaction being processed. For example, a transaction may not process if there are problems with the communications network to which a terminal connects. We are not liable in any way when authorisation is declined for any particular transaction regardless of the reason.

The Prepaid Card must not be used for illegal purposes, including the purchase of goods or services deemed illegal by any Australian law. You must not resell your Prepaid Card to any other third party.

## **15. CARDHOLDER SITE**

The Cardholder Site is an online self service centre where you can check your transaction history, your Available Balance, and manage how you use your Card.

To access the Cardholder Site, go to <https://prepaid.indue.com.au/alc/login> and follow the prompts.

## **16. FEES AND CHARGES**

There are no fees or charges payable by you to Indue or ALC in relation to the use of your

Prepaid Card.

If you consider that Indue has charged you a fee or charge, you may dispute this by contacting ALC in accordance with section 22 below. Any incorrectly charged fee or charge will be reversed.

## **17. LIMITATIONS ON USE OF THE PREPAID CARD**

The Prepaid Card must not be used for illegal purposes, including the purchase of goods or services deemed illegal by any Australian law.

To see the current list of ALC Approved Stores approved by the ARAC Board please visit the ALC web site at [www.anindilyakwa.com.au](http://www.anindilyakwa.com.au).

To see the current list of Excluded Goods that can't be purchased with your Prepaid Card please visit the ALC web site at [www.anindilyakwa.com.au](http://www.anindilyakwa.com.au).

## **WHAT TO DO IF YOUR CARD IS LOST OR STOLEN**

If you believe your Prepaid Card has been lost or stolen, you must notify us **immediately**. To do this, report the loss or theft in the Cardholder Site by selecting "Block Lost or Stolen Cards" and follow the prompts. If you become aware of the loss or theft during the hours of 9am to 3.00pm, Monday to Friday (Australian Eastern Standard Time), you may alternatively contact ALC on 08 89876408

Once you have advised us that your Prepaid Card has been lost or stolen, we will immediately place a block on your card. This means you will not be able to use your Prepaid Card to make payments. Once a block has been placed on your Prepaid Card it cannot be reversed.

If you have placed a block on your Prepaid Card through the Cardholder Site, ALC will arrange for a replacement card to be issued to you. If a replacement card is reissued to you, we will transfer any Available Balance remaining on your lost or stolen card to your new card.

If your Prepaid Card is not lost or stolen but you would like to temporarily suspend your card, you can do this by either turning the Card "Off" through the Cardholder Site or alternatively contacting the ALC. You can turn your Prepaid Card back on any time if you have suspended it this way.

You must not use your Prepaid Card while it is in a blocked or suspended state. In some circumstances your Prepaid Card may be used to make payments where no electronic approvals are in place. If you use your Prepaid Card when it is blocked or suspended, you will be liable for the value of the transaction.

**Unreasonable delay in failing to notify ALC that your Prepaid Card has been lost or stolen may result in your being held liable for any unauthorised use of your Prepaid Card.**

## **18. CARD EXPIRY, CANCELLATION AND REPLACEMENT**

### **Card replacement**

Unless cancelled earlier, the Prepaid Card is valid until the Expiry Date.

Prior to the Expiry Date, ALC may instruct Indue to issue you a new or replacement Card. In the event you are issued a new or replacement card, Indue will transfer the Available Balance on your existing Prepaid Card to your new card at the time the new card is activated.

### **Card cancellation and suspension**

Indue or ALC, may at our discretion cancel or temporarily suspend your Prepaid Card at any time. We may do this if:

- your Card, Card Information or PIN has been, or ALC or Indue reasonably suspect has been, compromised;
- you breach a law or a condition of this PDS and we reasonably believe the breach is of a serious nature;
- we reasonably believe that your use of your Prepaid Card may cause us to breach a law;
- any other reason at our discretion.

Indue or ALC will notify you if your Prepaid Card has been suspended or cancelled.

You may cancel your Prepaid Card at any time by contacting ALC.

### **If your Card expires or is cancelled**

On the Expiry Date or Cancellation Date, we will deactivate your Prepaid Card. This means you'll no longer be able to use it to access the Available Balance.

You must not use your Prepaid Card after the Expiry Date or Cancellation Date. In some circumstances your Prepaid Card may be used for purchases which are below Floor Limits and where no electronic approval is required. If you use your Card after the Expiry Date or Cancellation then you may be liable for the value of any transaction as well as any reasonable costs incurred by Indue or the ALC in collecting the amount owing.

### **Value at Cancellation Date and Expiry Date**

If your Prepaid Card is cancelled or expired, all funds will be held by ALC until the Royalty Distribution Date at which time they will be transferred by ALC to your external bank account.

## **19. TRANSACTION HISTORY**

You can check your Available Balance and your transaction history, 24 hours a day, 7 days a week, by logging in to the Cardholder Site (subject to occasions where the website is down due to site maintenance). We strongly recommend that you regularly review your transaction history so you can identify any Unauthorised Transactions as soon as possible.

**You must immediately contact the ALC if you believe there are Unauthorised Transactions in your transaction history, or if you identify any suspicious or fraudulent activity in relation to your Prepaid Card. Any unreasonable delay in notifying us of any Unauthorised Transactions may result in you being responsible for the losses occurring as a result if the delay.**

## **20. SECURITY OF PIN AND THE PREPAID CARD**

When you activate your Prepaid Card, you need to select a four-digit PIN. If you forget your PIN or want to change it, you can change or reset your PIN at any time by logging into the Cardholder Site and following the prompts. Any PIN you choose must always have four digits.

If you enter an incorrect PIN three times, we will temporarily suspend your Prepaid Card for up to 24 hours.

**You must keep your Prepaid Card and PIN safe and secure. If you do not, you may be liable for any Unauthorised Transactions that occur through the use of your Prepaid Card. Your liability for Unauthorised Transactions will be determined as described in section 21.**

If at any time you believe that your PIN has been compromised and become known to someone else, you must immediately change your PIN to protect your Card from fraudulent or Unauthorised Transactions.

If you fail to safeguard your Prepaid Card or PIN, you may increase your liability for unauthorised use (refer to section 20 below for a list of circumstances where you may be held to be liable for unauthorised transactions). We therefore **strongly recommend** that:

- you not record your PIN on your Prepaid Card or on anything with or near your Prepaid Card;
- you not tell anyone your PIN (including any family member or friend) and try to prevent anyone else from seeing your PIN;
- you try to prevent anyone else seeing you enter your PIN into an Electronic Banking Terminal; and
- if you think that your PIN has become known to someone else, you must notify ALC or Indue immediately.

Important information you should consider:

- no-one from Indue, ALC or any merchant will ever ask you for your PIN, therefore, you should never disclose it to anyone either verbally, in writing or electronically;
- do not access Indue's website or that of ALC's via an email link embedded in an email. Always access the website directly from your internet browser;

- don't choose a PIN that is easily identified with you, e.g. your birth date, an alphabetical code which is a recognisable part of your name or your car registration;
- don't choose a PIN that is merely a group of repeated numbers;
- never lend your Prepaid Card to anyone else;
- never leave your Prepaid Card unattended e.g. in your car or at work;
- for security reasons, on the Expiry Date, destroy your Prepaid Card by cutting it diagonally in half;
- examine your account activity to identify and report, as soon as possible, any instances of unauthorised use;
- cover your hand when entering your PIN;
- do not allow anyone to swipe your Prepaid Card when it is not in full sight of you; and
- maintain up-to-date anti-virus software and a firewall on your computer.

## **21. YOUR LIABILITY IN CASE YOUR PREPAID CARD IS LOST OR STOLEN OR IN THE CASE OF UNAUTHORISED USE**

Unauthorised Transactions may occur on your Prepaid Card and, in certain circumstances, you may be liable for these transactions. How we determine liability for Unauthorised Transactions is described below.

### **When you are not liable for Unauthorised Transactions**

You are not liable for any loss arising from an unauthorised transaction:

- before you have actually received your Prepaid Card or set your PIN online;
- after you have reported it lost or stolen;
- if you did not contribute to the Unauthorised Transaction. We may determine that you contributed to an Unauthorised Transaction if you did not exercise vigilant care in keeping your Prepaid Card or Card Information secure or if you unreasonably delayed reporting to us about the loss or theft of your Prepaid Card, the compromise of your Card Information or of any Unauthorised Transactions you became aware of ;
- if the Unauthorised Transaction was made using your Card Information without use of your actual Card or PIN and you did not unreasonably delay reporting to us about the loss or theft of your Prepaid Card, the compromise of your Card Information or of any Unauthorised Transactions you became aware of.

If we can prove on the balance of probability that you've contributed to the Unauthorised Transaction under this section, your liability will be the lesser of:

- (a) the amount of the actual loss, if that amount is less than the Available Balance stored on your Card at the time the loss occurred;
- (b) the actual loss at the time we are notified of the loss or theft of your Prepaid Card; or
- (c) the Card Limit.

Where a PIN 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:

- (a) \$150;
- (b) the actual loss when less than the Available Balance on your Prepaid Card at the time the loss occurred;

the actual loss at the time ALC or Indue is notified of the loss or theft of your Prepaid Card. In determining your liability under this section:

- (a) ALC or Indue will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred;
- (b) the fact that your Prepaid Card is used with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss; and
- (c) 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 Prepaid Card and the Expiry Date) is not relevant to your liability.

## 22. RESOLVING ERRORS

If you believe a transaction is wrong or unauthorised or your transaction history contains any instances of unauthorised use or errors, you must immediately notify ALC.

ALC and Indue have the ability to investigate any disputed transactions which occur on your Prepaid Card. You may wish to dispute a transaction in circumstances where:

- the transaction is not recognised by you;
- you did not authorise the transaction;
- you did not receive the goods or services to which the transaction relates;
- the transaction amount differs to the purchase amount;
- you believe a transaction has been duplicated;

If ALC or Indue find that an error was made or that you are not liable for the transaction, then Indue or ALC will make the appropriate adjustments to your Prepaid Card and will advise you in writing of the amount of the adjustment.

**Neither ALC nor Indue are responsible in the event that you have a dispute regarding the goods or services purchased with your Prepaid Card. You should contact the merchant directly if you have any issues regarding goods or services purchased with the Prepaid Card**

## 23. PRIVACY AND INFORMATION COLLECTION

Indue and the ALC may collect your personal information:

- to provide information about a product or service;
- to consider your request for a product or service;
- to provide you with a product or service;
- to assist in arrangements with other organisations in relation to the provision of a product or service;
- to perform administrative and operational tasks (including systems development and testing, staff training, and market or customer satisfaction research);
- to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- as required by relevant laws and scheme rules.

In some circumstances, Indue or ALC (as the case may be) may collect your personal information from a third party service provider. Indue or ALC may collect information from other participants in the payments system and other financial institutions in order to resolve disputes or errors (refer to clause 21 above). Indue and ALC collect this information in order to manage the service they provide to you, consistent with these conditions of use.

If you do not provide some or all of the information requested, Indue and ALC may be unable to provide you with a product or service.

Indue and ALC may provide your information:

- to another member of its group;

- to any outsourced service providers (for example mailing houses, fraud and anti-money laundering service providers, data switch service companies);
- to regulatory bodies, government agencies, law enforcement bodies and courts;
- to other parties as is authorised or required by law; or
- to participants in the payments system and other financial institutions for the purpose of resolving disputes, errors or other matters arising out of use of your Prepaid Card or card information.

You may access any of your personal information at any time by calling ALC on 08 89876408. You may also call Indue on 1300 671 819. Indue or ALC may charge you a reasonable administration fee for access. This fee will be advised to you upfront in order for you to determine whether you wish to access your personal information. If you can show that information about you is not accurate, complete and up to date, ALC or Indue (as the case may be) will take reasonable steps to ensure it is corrected so that it is accurate, complete and up to date. ALC or Indue (as the case may be) will not charge any extra fee for correcting your information. There may be circumstances when Indue or ALC may be unable to provide you with access or to correct your information, in which case Indue or ALC (as the case may be) will provide you with a written reason. For details on how you may access and seek correction of the personal information Indue or ALC holds about you, please refer to their Privacy Policies available at [www.indue.com.au](http://www.indue.com.au).

Indue and ALC will not collect sensitive information about you, such as health information, without your consent.

To facilitate transaction identification and to assist with the identification of suspicious or fraudulent transactions, your personal information and transaction details may be sent to countries other than Australia. As at the date of these Conditions of Use, these countries are likely to include the United Kingdom, the United States, the Republic of Ireland, Israel, Spain and the Netherlands. By using your Prepaid Card, you 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.

In accordance with the Privacy Act 1988 (Cth), Indue and ALC must comply with the Australian Privacy Principles. You have the right to lodge a complaint if you believe Indue or ALC has breached the Australian Privacy Principles. For details on how you may complain about a breach and how Indue and ALC deal with complaints, please refer to Indue's and ALC's Privacy Policies available at [www.indue.com.au](http://www.indue.com.au).

If you would like a copy of Indue's or ALC's Privacy Policy to be sent to you, please contact Indue on 1300 671 819 or ALC on 08 89876408.

## **24. CHANGES TO THESE TERMS AND CONDITIONS**

We may change, add to or delete the terms and conditions set out in this PDS at any time. Where the change involves an increase in our fees or charges, or an increase in the risk associated with the Prepaid Card or may otherwise be detrimental to you, we will provide you with at least 30 days' prior notice of the change or variation.

In these circumstances, we will notify you of the change by sending to you a supplementary product disclosure statement.

Any notice or document may be given by us sending it to your last known address. Except where it contravenes a law, if we send it to your last known address, it is taken to have been received on the date it would have been delivered in the ordinary course of the post.

Any other changes may be made from time to time and may be updated by amending the

version of this PDS that is available at [www.anindilyakwa.com.au](http://www.anindilyakwa.com.au).

A copy of the latest version of this PDS will be available at all times online at [www.anindilyakwa.com.au](http://www.anindilyakwa.com.au) at no cost to view. Upon request by you, Indue or ALC will provide you with a paper copy of the latest version of this PDS without charge.

**If you wish to cancel your Prepaid Card as a result of any change of variation we make to this PDS, you must contact Indue or ALC to cancel your Prepaid Card. In these circumstances, you will not be charged any cancellation fee.**

## **25. OTHER GENERAL CONDITIONS**

You may not assign your rights under this PDS to any other person. Indue may assign its rights or transfer the contract to another person where such assignment is to a related party or third party where such third party has a similar or more fair dispute resolution procedure than Indue. If Indue assigns or transfers the rights under this PDS, this PDS will apply to the transferee or assignee as if it were named as Indue. If we assign this PDS, we will provide you with notice and you will be able to cancel your Prepaid Card as a result of this assignment without being charged any card cancellation fees.

## **26. ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING**

You acknowledge and agree that:

- where required, you will provide to Indue all information reasonably requested by Indue in order for Indue to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on it pursuant to the AML Legislation;
- Indue may be legally required to disclose information about you to regulatory and/or law enforcement agencies;
- Indue may block, delay, freeze or refuse any transactions where Indue in its sole opinion considers reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML Legislation or any other relevant law;
- where transactions are blocked, delayed, frozen or refused by Indue in accordance with this section 26, you agree that Indue is not liable for any loss suffered by it or other third parties arising directly or indirectly as a result of Indue taking this action; and
- where required, Indue will monitor all transactions that arise pursuant to your use of Prepaid Card in accordance with its obligations imposed on it in accordance with the AML Legislation.

## 1. DEFINITIONS

In this PDS, unless otherwise indicated:

**ALC** means the Anindilyakwa Land Council.

**ALC Approved Stores** means stores approved by ALC from time to time that are able to accept the Prepaid Card as an electronic method of payment for goods or services. A list of ALC Approved Stores is available at ALC's website at [www.anindilyakwa.com.au](http://www.anindilyakwa.com.au).

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

**ATM** means automatic teller machine.

**ARAC** means Anindilyakwa Royalties Aboriginal Corporation.

**Authorised Transaction** means a transaction that we treat as having been authorised by you. We treat a transaction as being authorised by you when:

- you conduct an Electronic Transaction;
- your Prepaid Card is used to conduct an Electronic Transaction; or
- your Card or Card Information is presented to an ALC Approver Store in a way acceptable to us.

**Available Balance** means the value recorded by Indue as being available for transactions using the Prepaid Card.

**Business Day** means a day that banking institutions are open in Brisbane, excluding Saturday, Sunday and public and bank holidays.

**Cancellation Date** means the date ALC is notified by you that you wish to cancel your Prepaid Card or the date Indue or ALC decide to cancel your Prepaid Card by exercising our discretion.

**Card Information** means information that is attached or associated with a Prepaid Card (including card number, card expiry date and your personal details) that enables a transaction to be completed.

**Conditions of Use** means the terms and conditions for the use of the Prepaid Card as set out in this PDS.

**eftpos** means Electronic Funds Transfer at Point of Sale.

**eftpos Device** means an eftpos terminal at which payments can be made (for example, a terminal that a merchant has available in store at which you may make electronic payments using a card, such as your Prepaid Card, that is acceptable to an ALC Approved Store).

**Electronic Transaction** means a transaction: (i) initiated by your instruction to purchase goods and/or services using your Prepaid Card and your PIN (or signature depending on the relevant authorisation requirement at an eftpos Device); (ii) arising from use of your Prepaid Card; or (iii) arising from use of information stored on your Prepaid Card.

**Excluded Goods** means the goods or services that can't be purchased using your Prepaid Card as determined by ALC from time to time. A list of Excluded Goods is available at

ALC's website at [www.anindilyakwa.com.au](http://www.anindilyakwa.com.au).

**Expiry Date** means the expiry date printed on the front of the Prepaid Card.

**Floor Limit** means an amount above which a payment using an eftpos Device requires approval in order for the transaction to be effected. Floor Limits are set by merchants' financial institutions.

**Indue** means Indue Limited ABN 97 087 822 464 being the issuer of the Card (Australian Financial Services Licence number 320204).

**Negative Balance** means that the Available Balance on your Card is negative (less than \$0.00) rather than positive (\$0.00 or greater).

**PIN** means the Personal Identification Number required to be entered by you when using the Prepaid Card for Electronic Transactions (except for transactions requiring a signature and transactions conducted over the internet). The PIN is set by you at the same time you activate your Prepaid Card and may be changed by you from time to time (refer to section 20 above).

**Prepaid Card** means the eftpos Reloadable prepaid card issued by Indue to you at the request of ALC.

**Prepaid Card Limit** means the total Available Balance that may be stored on a Prepaid Card at any one time, which as at the date of this PDS is \$4,999.00.

**Reloadable** means that additional funds may be loaded (added) onto your Prepaid Card from time to time in accordance with this PDS and provided that the Available Balance stored on your Prepaid Card does not exceed the Prepaid Card Limit.

**Royalty Distribution Date** means the date that the ARAC Board determines royalty payments are to be distributed.

**Unauthorised Transaction** means a transaction made using your Card or Card Information by a person other than you, who does not have authority to make the transaction and from which you receive no benefit.

**We, us, our** means Indue.

**Website** means [www.anindilyakwa.com.au](http://www.anindilyakwa.com.au)

**You, your** means the person to whom the Prepaid Card is issued.

## 2. INTERPRETATIONS

Reference to:

- one gender includes the other;
- the singular includes the plural and the plural includes the singular;
- a party named in this PDS includes the party's executors, administrators, successors and permitted assigns;
- money is referring to Australian Dollars unless otherwise stated;

- “Including” and similar expressions are not words of limitation;
- where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- headings and any table of contents or index are for convenience only and do not form part of this PDS or affect its interpretation;
- if an act must be done on a specified day which is not a Business Day, it must be done on the next business day.

### **3. PARTIES**

If a party consists of more than 1 person, the terms and conditions set out in this PDS bind each of them separately and 2 or more of them jointly and severally.

An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.