

VISA CARDS PROGRAM TERMS AND CONDITIONS

1. THE VISA CARDS PROGRAM

- 1.1 The VISA Card Program is made available by **NIUM PTY LIMITED** (“**NIUM**”) to certain institution, body, firm or incorporated corporation approved by NIUM (“**You**”). The VISA Card Program encompasses the issuance of co-branded VISA Prepaid Cards (each a “**Card**”) by NIUM to such individuals approved by NIUM in writing from time to time (each a “**Cardholder**”). and the provision of the associated payment processing services to any Cardholder.
- 1.2 NIUM holds an Australian Financial Services Licence Number 464627 and is authorised to provide financial product advice and deal in non-cash payment products in relation to retail and wholesale clients.
- 1.3 **BUDGETLY PTY LTD** is an authorised representative of NIUM (authorised representative number 001283126) (“**Authorised Representative**”) and is authorised by NIUM to provide general financial product advice to retail and wholesale clients with respect to the VISA Cards Program.
- 1.4 Notwithstanding clause 1.1, the Card remains the property of NIUM at all times and may be recalled or replaced by NIUM at any time in NIUM’s absolute discretion.
- 1.5 Activation of Your account on the Budgetly App constitutes Your acceptance and agreement to be bound by these terms and conditions (“**Terms and Conditions**”).

2. ELIGIBILITY

- 2.1 You must meet all eligibility criteria stipulated by NIUM and satisfy any due diligence checks conducted by NIUM to be eligible for the Card.
- 2.2 Notwithstanding clause 2.1, NIUM may, in its sole discretion and without having to assign any reason, refuse to issue the Card to any Cardholder or to recall, suspend or terminate a Card that has been issued to any Cardholder.
- 2.3 The Card shall be valid for the period stated on the Card (“**Validity Period**”). Renewal or replacement of the Card will be at NIUM’s sole discretion.
- 2.4 You shall deliver or cause to be delivered to NIUM such information as NIUM may reasonably request for the purpose of the Card and the Terms and Conditions including but not limited to documents and/or information regarding Your financial affairs and/ or identity. You represent and warrant that all information provided by You or any third party on Your behalf is accurate in all material respects and You will not omit or withhold any information which would make such information inaccurate in any material respect.

3. SCOPE OF USE

- 3.1 No one else but the Cardholder whose name is printed on the Card may use the Card during the Validity Period in accordance with applicable laws, the VISA rules and these Terms and Conditions.

- 3.2 The Cardholder may use the Card to make payments for goods and services at merchants who accept VISA prepaid cards for payments.

- 3.3 You are fully responsible for ensuring that the Cardholder only use the Card and only make payments to persons or entities in connection with commercial transactions in compliance with any VISA rules, applicable laws and regulations. At no time and under no circumstances shall the Cardholder use the Card in connection with any illegal activities including but not limited to Sanctions, money-laundering, fraud and the funding of terrorist organisations. “**Sanctions**” refers to any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced from time to time by: (i) the Monetary Authority of Singapore; (ii) the European Union; (iii) the United Nations; or (v) any other relevant sanctions authorities.

4. CASH WITHDRAWAL

- 4.1 The Cardholder may use the Card to make cash withdrawal via (a) any ATM that accepts VISA branded prepaid card or (b) any Service Provider as notified by NIUM from time to time in jurisdictions where such cash withdrawal would not contravene local laws (“**Cash Withdrawal**”). “**Service Provider**” refers to such persons whom NIUM may from time to time utilise to facilitate the provision of services to You and the Cardholder, including but not limited to the group companies of NIUM, other financial institutions, third party banking counterparts and/or such other payment providers that NIUM may from time to time utilise or determine. For the avoidance of doubt, Service Providers do not act as agents of NIUM.

5. BUDGETLY APP

- 5.1 NIUM hereby grants You a non-exclusive, non-transferable, non-sublicensable, revocable license to use Authorised Representative mobile application (“**BUDGETLY APP**”) for the sole purpose of facilitating Your use of the Card until such time when Your use of the Card has been terminated pursuant to these terms and conditions.
- 5.2 The use of BUDGETLY APP is subject to these terms and conditions and any other rules and policies imposed by any Appstore provider or operator that makes available the BUDGETLY APP to You.
- 5.3 NIUM may at Our sole discretion update the BUDGETLY APP from time to time. During such time, You may not be able to access the BUDGETLY APP and You may be required to update Your device’s browser to the latest version after such update.

6. THE CARD BALANCE

- 6.1 You are solely responsible for ensuring that there are sufficient Available Balance in all the Cards issued to the Cardholders. “**Available Balance**” refers to the total balance of funds received by NIUM in Australian Dollars (“**Supported Currency**”) in respect of the Cards which are no longer subject to a right of recall initiated by the

- licensed financial institution from which the funds are sent.
- 6.2 NIUM shall not be liable to make up for any shortfall in the Available Balance.
- 6.3 You may load the Card ("**Top Up**") in the Supported Currency from time to time by initiating a transfer from Your bank account to such customer money account maintained by NIUM and as notified to You from time to time via the Budgetly APP. You acknowledge and agree that each Top Up has been authorised and consented by You.
- 7. SAFEGUARDING THE AVAILABLE BALANCE**
- 7.1 NIUM adheres to such applicable laws which are designed to ensure the safety and liquidity of the Available Balance held on Your behalf.
- 8. FEES**
- 8.1 The Cardholder use of the Card is subject to You paying the fees as set out in Appendix A.
- 8.2 All Fees and any other amounts due and owing under the Card shall be deducted from any Available Balance.
- 8.3 If the outstanding Fees and any other amounts due under these Terms and Conditions exceed the Available Balance, such shortfall represents a debt immediately due and payable under the VISA Cards Program on demand ("**Demand Date**").
- 8.4 A late interest of 0.5% each month shall be charged on any unpaid amounts owed under the VISA Cards Program for the period beginning on the Demand Date and ending on the date such outstanding amounts are paid in full.
- 9. SECURITY OF THE CARD**
- 9.1 You and the Cardholders shall at all times be solely responsible for the security of the Card and for all transactions and charges incurred under the Card.
- 9.2 You must ensure that the Cardholders take all steps to safeguard the Card and any security related details ("**Access Details**").
- 9.3 You must ensure that no Cardholder shall disclose the Access Details to a third party. If any Cardholder disclose any Access Details to a third party, You will be liable for all losses incurred in connection with the Card.
- 9.4 You undertake to provide, and update the Authorised Representative from time to time with complete and accurate contact details and shall ensure that the Cardholders provide, and update the Authorised Representative from time to time to, with complete and accurate contact details
- 9.5 If You become aware that the Access Details of any Cardholder have been stolen, misappropriated, used without authorization or otherwise compromised, You must notify the Authorised Representative immediately. Any delay in or failure to notify the Authorised Representative promptly may result in You being liable for all transactions and losses incurred in connection with the affected Card.
- 9.6 You authorise NIUM and the Authorised Representative to accept, rely and act upon any instruction received, or purported to be received from You or any Cardholder. Where NIUM or the Authorised Representative receives any instruction from a person using the Access Details, NIUM or the Authorised Representative shall be entitled to treat such instruction as having been received from the Cardholder. Neither NIUM nor the Authorised Representative is under an obligation to check the authenticity or accuracy of any instruction received from the Cardholder and shall not be liable for any losses incurred or suffered by You or any Cardholder for complying with such instruction.
- 9.7 NIUM may in its sole discretion screen all instructions given by You or the Cardholder in relation to the Card before carrying out such instructions.
- 9.8 NIUM or the Authorised Representative may, at its sole discretion, without providing any explanation or liability, refuse to act upon any instruction received from You or the Cardholder.
- 9.9 You are fully responsible for regularly checking Your transaction history available via BUDGETLY APP and for reconciling the entries against Your own records. You should contact Authorised Representative immediately and in no event no later seven (7) days after any unauthorised, incorrect, disputed entry ("**Entry**") is reflected in Your transaction history. Following the expiry of this period, You are deemed to have agreed to such any such Entry.
- 10. THE CARD TRANSACTIONS**
- 10.1 The Card has a single transaction limit of AUD5,000 ("**Single Transaction Limit**").
- 10.2 NIUM shall authorise a transaction only if there is sufficient Available Balance in the Card to cover such transaction and the Single Transaction Limit has not been exceeded. If a transaction has been processed despite there being insufficient Available Balance, You shall be liable to NIUM to fully make up for the shortfall plus any applicable fees, along with any costs incurred by NIUM and any other third party on recovering or attempting to recover such shortfall from You.
- 10.3 Notwithstanding clause 10.2, NIUM may, in NIUM's sole discretion and without assigning any reason and without any liability to You refuse to authorise any transaction.
- 10.4 You are deemed to have consented to all transactions made through the Card. Neither You nor the Cardholder may cancel any transaction after it has been authorised by NIUM.
- 10.5 If NIUM receives a transaction for processing in a currency other than in AUD ("**Supported Currency**"), NIUM may convert such foreign currency into the Supported Currency at the applicable exchange rates as determined by NIUM on the date such transaction is processed by NIUM.
- 10.6 Where a Cardholder use the Card to make a Cash Withdrawal, the amount deducted from the Available Balance may include such amount withdrawn and any other associated fees including but not limited to fees imposed by ATM operator or

- a Service Provider and if the Cash Withdrawal is not made in the Supported Currency, the Available Balance will be debited with an equivalent amount of the Supported Currency calculated at an exchange rate determined by NIUM or Service Provider at the time of the Cash Withdrawal in together with any foreign currency exchange administrative costs on the day of the Cash Withdrawal was made.
- 10.7 Any Cash Withdrawal is also subject to any limit imposed by the local ATM operator or a Service Provider.
- 11. UNAUTHORISED USE AND LOSS OR THEFT OF THE CARD**
- 11.1 You must suspend or shall ensure that the relevant Cardholder shall suspend the Card via BUDGETLY APP and notify Authorised Representative immediately if any of the following events has occurred (each an **"Unauthorised Transaction"**):
- the security of the Card has been compromised;
 - the Card is lost or stolen;
 - the Card is damaged or not working properly;
 - the Card has been retained by an ATM; or
 - any unauthorised transactions.
- 11.2 You must ensure that the relevant Cardholder shall provide the following information when requested by Authorised Representative:
- details of the Card;
 - the relevant Cardholder's identification information;
 - the type of authentication device, access code and device used to perform the Unauthorised Transaction;
 - whether the Card, authentication device, or Access Details was lost, stolen or misused;
 - the date and time of the loss or misuse and the date, time and method that the loss or misuse, was reported to the police;
 - how the relevant Cardholder safeguards the Access Details and whether the relevant Cardholder had disclosed the Access Details to a third party; and
 - any other information about the Unauthorised Transaction known to the Cardholder.
- 11.3 You must ensure that the relevant Cardholder make a police report upon request by Authorised Representative and provide a copy of such report to Authorised Representative.
- 11.4 If the relevant Cardholder is, not able to notify Authorised Representative of an Unauthorised Transaction as soon as the Cardholder became aware of such incident, You must ensure that the relevant Cardholder provide Authorised Representative with the reasons for the delayed report for example, it would be unreasonable for the Cardholder to monitor a transaction notification during certain time or circumstances.
- 11.5 NIUM or Authorised Representative shall suspend the Card upon receipt of notification from You or the Cardholder of a failure to do so in accordance with Clause 11.1 above until appropriate measures are taken to replace the Card and/or restore security to the Card. NIUM may charge a fee to replace the Card or may refuse to replace the Card without liability to You or having to assign any reason.
- 11.6 You shall be liable for all transactions made via the Card prior to the notification. Any delay in or failure to notify Authorised Representative immediately may result in You being liable for all transactions and losses incurred in connection with the Card.
- 11.7 All communications and notifications to NIUM or Authorised Representative in connection an Unauthorised Transaction shall be in accordance with Clause 22.2.
- 12. INVESTIGATION OF CLAIMS OF UNAUTHORISED TRANSACTIONS**
- 12.1 Where NIUM or Authorised Representative receives any report of an Unauthorised Transaction from the Cardholder (**"Relevant Claim"**), NIUM shall commence investigation and shall provide You with an electronic written report on the outcome and NIUM's assessment of the Unauthorised Transaction (**"Investigation Outcome"**) within a reasonable period of time provided that sufficient information of the Relevant Claim (including any police report) has been received by NIUM or the Authorised Representative from the relevant Cardholder.
- 12.2 Where the Investigation outcome is decided in Your favour, NIUM shall credit the Card with the amount charged on the Card due to the Unauthorised Transaction (**"Unauthorised Loss"**). You acknowledge and agree that the Unauthorised Loss credited to the Card may be different to the amount originally processed on the Card due to exchange rates fluctuations or the Unauthorised Loss received may only be a partial refund of the original amount.
- 13. LIABILITY FOR UNAUTHORISED TRANSACTIONS**
- 13.1 You are solely liable for all losses arising from any Unauthorised Transaction that occurs under the Card unless Clause 13.2 or any of circumstances described in clause 14.2 applies.
- 13.2 You shall not be liable for losses arising from any Unauthorised Transaction if such losses are directly due to any act or omission of NIUM, the Authorised Representative or any of NIUM's or the Authorised Representative's employees, agents, outsourcing service provider (**"Representatives"**) to provide the services in connection with the Card.
- 14. REFUNDS AND CHARGEBACKS**
- 14.1 If You wish to receive a refund after the Cardholder has conducted a transaction with a merchant via the Card (**"Refunds"**), the Cardholder should approach the merchant directly. If the merchant in its discretion decides to process the Cardholder's

request for Refunds, NIUM shall credit the Card with the Refunds after NIUM has received the Refunds amount from the relevant merchant.

14.2 If You wish to receive a refund from a merchant in respect of a disputed transaction ("**Chargebacks**"), NIUM may, in its sole discretion, file a formal dispute with such merchant on Your behalf provided You and the Cardholder comply with NIUM's and the Authorised Representative's request for information and assistance (including providing NIUM and the Authorised Representative with all relevant documents and in such format as requested by NIUM). If the dispute is resolved in Your favour by VISA, NIUM shall credit the Card with the Chargebacks amount upon NIUM's receipt of such amount from VISA. You acknowledge and agree that the decision of VISA regarding the validity and value of any Chargebacks is valid and binding. NIUM shall not be obliged to investigate or defend the validity and/or value of any Chargeback.

14.3 You acknowledge and agree that:

- (a) any claim with respect to a Chargeback shall be extinguished unless it is raised to the Authorised Representative within 120 days from the date of Transaction; and
- (b) any Refund or Chargebacks may be different to the amount originally processed on the Card due to exchange rates fluctuations or the amount received with respect to any Refunds or Chargebacks may only be a partial refund of the original amount.

15. SUSPENSION AND TERMINATION OF THE CARD

15.1 You may request the Authorised Representative to cancel, suspend or terminate any Cardholder's ability to use the Card by notifying the Authorised Representative via the Budgetly APP.

15.2 NIUM or the Authorised Representative may suspend or terminate any Cardholder's ability to use the Card at any time without assigning any reason upon notice to You and the affected Cardholder.

15.3 Upon suspension or termination of a Card, the affected Cardholder's access to the Card shall be disabled and You shall ensure that the affected Cardholder shall promptly return the Card to NIUM or the Authorised Representative.

16. SUSPENSION AND TERMINATION OF THE VISA CARDS PROGRAM

16.1 You may terminate Your subscription to the Card Program upon expiry of the Minimum Term by giving 60 days prior written notice to the Authorised Representative. "**Minimum Term**" means a period of 2 years from the date of You activating an account on the Budgetly App.

16.2 You may at any time immediately terminate Your subscription to the VISA Cards Program, in whole or in part, by written notice to NIUM if:

- (a) NIUM or the Authorised Representative commits a material breach of these Terms and Conditions, which is not capable of remedy, or if capable of remedy, is not remedied to the

Your reasonable satisfaction within thirty (30) days of service of a notice requiring such remedy;

(b) NIUM or the Authorised Representative becomes insolvent; or

(c) there is a withdrawal or termination of any licence, permission or authorisation required by NIUM to act as a principal and to operate all its business in connection with the Cards Program.

16.3 NIUM may at any time immediately suspend or terminate the VISA Cards Program in whole or in part, by written notice to You if:

(a) You or any Cardholder commits a material breach of these Terms and Conditions which is not capable of remedy, or if capable of remedy, is not remedied to NIUM's reasonable satisfaction within thirty (30) days of service of a notice requiring such remedy;

(b) You become Insolvent;

(c) NIUM is (i) required to do so pursuant to an order from regulatory authorities, VISA or applicable laws or (ii) reasonably believe that the Card Program is used for any purpose contrary to applicable laws or any unauthorized or fraudulent use; or (iii) the security of any of the Card Program has been compromised;

(d) NIUM has terminated the appointment of the Authorised Representative;

(e) the results of any "know your customer" or other similar checks or screenings under applicable laws or regulations conducted on You are unsatisfactory or if NIUM determines in its reasonable discretion, continuing the Card Program could cause reputational, regulatory, financial or operational harm to NIUM;

(f) there is a withdrawal or termination of any licence, permission or authorisation required to operate Your business; or

(g) You undergo a change of Control, or a sale or other disposal of any substantial division or part of Your business provided that NIUM shall not exercise its suspension or termination right if You have notified NIUM of the Change of Control, sale or disposal of Your business and NIUM has determined that NIUM may continue to provide the Card Program to You.

16.4 Upon termination of the VISA Cards Program and subject to clause 16.5, NIUM shall initiate a refund of any unused Available Balance (less applicable taxes, charges and fees payable by you under the VISA Cards Program) ("**Remaining Balance**") to a bank account as instructed by You ("**Customer Bank Account**") within sixty (60) Business Days of NIUM's receipt of Your written request. Any initiation of refund of such Remaining Balance to the Customer Bank Account shall constitute a good discharge of NIUM's obligation under this clause.



16.5 NIUM's obligation to refund the Remaining Balance is subject to satisfactory due diligence checks. In the event NIUM is not able to refund the Remaining Balance to the Customer, NIUM shall to the extent permissible by applicable laws and practicable, notify the Customer of the reasons.

16.6 The rights conferred on NIUM under these Terms and Conditions shall survive termination.

17 PERSONAL DATA AND CONSENT TO DISCLOSURE

17.1 You represent and warrant that You have the legal right to disclose or provide any information disclosed or provided by You to NIUM or the Authorised Representative or otherwise collected during the duration of the Cardholders use of the Card ("**Personal Information**") and any data derived from Personal Information may be disclosed to: (i) NIUM's or the Authorised Representative Representatives; (ii) companies within the NIUM group of companies, and Representatives; (iii) third parties who process transactions submitted by merchants on the VISA network; (iv) processors and suppliers NIUM or VISA may engage; (v) the providers of services and benefits associated with the Card; (vi) consumer credit bureaus, collection agencies and lawyers; (vii) parties who accept the Card in payment for goods and/or services purchased by You; (viii) parties who distribute the Card; (ix) VISA, the co-branded partner for the Card; (x) banks, financial institutions, government agencies, statutory boards or authorities in Singapore or elsewhere; (xi) anyone to whom NIUM may transfer contractual rights; and (xii) any other party approved by You or to whom NIUM consider it in necessary to make such disclosure for the purpose of performing our obligations or exploiting our rights under the Terms and Conditions.

18 INTELLECTUAL PROPERTY

18.1 You agree that the NIUM and the Authorised Representative web-pages (including service marks, logos and trademarks), applications, process and systems, and deliverables produced by NIUM and the Authorised Representative for purposes in connection with these Terms and Conditions (including without limitation, reports, compilations and databases in any and all media) and the Card (collectively, NIUM IP) are and shall remain the exclusive property of NIUM and the Authorised Representative and are protected by copyright law or other intellectual property laws. You agree that no copyright or other intellectual property rights, title or interest, whether express or implied, in any of NIUM IP shall be acquired by You, except to the extent expressly contemplated in these Terms and Conditions. You shall not distribute, disclose, sell NIUM IP or permit use of NIUM IP by, any third party whether in whole or in part without the express written consent of NIUM. You shall not, directly or indirectly, copy, modify, decompile, disassemble, reverse engineer or otherwise attempt to derive or discern the source code or internal workings of NIUM IP. You may not: (i) reproduce any part(s) of NIUM IP in any form; (ii) create any derivative work based thereon; (iii) incorporate the site into other websites, electronic retrieval systems, publications or otherwise.

19 INDEMNITY

19.1 You agree to indemnify, defend and hold harmless NIUM, the Authorised Representative and its respective Representatives from and against any and all losses whatsoever and howsoever arising which NIUM or the Authorised Representative may sustain, incur, suffer or pay in connection with these Terms and Conditions, any Cardholder's use of the Card and any other services provided in related thereto.

20 EXCLUSION AND LIMITATION OF LIABILITY

20.1 NIUM and the Authorised Representative make no representations or warranties, express or implied, as to:

(a) the satisfactory quality, fitness for a particular purpose, no infringement and performance or otherwise of the Card and any other services provided in related thereto; and

(b) any products and services provided by a Service Provider or any other third party and shall not be liable for (i) the delivery, quality, safety, legality or any other aspect of goods or services that You purchase from third party merchants using the Card; (ii) if certain merchants refuse to accept payments made via the Card.

20.2 To the extent permitted under applicable laws, NIUM and the Authorised Representative shall not be liable to You for any damages or losses of any kind whatsoever (however arising, regardless of the nature of the claim or the form of cause of action) in connection with these Terms and Conditions, the Card and any other services provided in related thereto. You acknowledge and agree that the exclusion and limitation of liability in this section are reasonable having regard to all relevant factors, including the nature of the services provided and the allocation of risk and liability between the parties.

21 NOTICES

21.1 Notices may be provided to You in the English language by NIUM or the Authorised Representative via (i) electronic mail, (ii) short message service ("**SMS**"), (iii) personal delivery or ordinary post to Your address last known to NIUM or the Authorised Representative or the Customer, (iv) through NIUM's or the Authorised Representative's website, the statement of account or any electronic medium determined by NIUM; or (v) BUDGETLY APP ("**Communication Mode**") and You consent and agree to receive notices via any of such Communication Mode. All notices in electronic format shall be considered to be "in writing," and shall be deemed to have been received by You no later than one (1) Business Day after posting or dissemination, whether or not You have actually received or retrieved such communication. NIUM and the Authorised Representative reserve the right to provide notices in paper format. Your consent to receive notices electronically is valid until you revoke Your consent by notifying NIUM or the Authorised Representative. If You revoke your consent to receive notices electronically, NIUM may terminate your right to use the Card, and You accept sole liability for any consequence resulting from such revocation of consent.

21.2 You may contact NIUM or Authorised Representative at any time via the following contact details. Any notice given to NIUM shall be in the English language:

NIUM:

Address: Level 4, 152 Elizabeth Street,
MELBOURNE VIC 3000
Email: support@instarem.com
Website: www.nium.com

Authorised Representative

Address: 15 Blackfriars Close, Coolum Beach,
4573, QLD, Australia
Email: [https://help.budgetly.com.au/
support@budgetly.com.au](https://help.budgetly.com.au/support@budgetly.com.au) or
Website: <https://www.budgetly.com.au/>

22 VARIATIONS TO TERMS AND CONDITIONS

22.1 NIUM may vary the Terms and Conditions from time to time. Any amendments or variations shall come into effect upon the Authorised Representative publishing a revised version on the BUDGETLY APP or NIUM publishing a revised version on NIUM website. Your continued use of the Card shall constitute acceptance of the revised Terms and Conditions.

23 ASSIGNMENT

23.1 Your use of the Card is personal to You and You may not assign any rights under these Terms and Conditions or the Card to any third party.

23.2 NIUM may assign and transfer any of its rights and obligations under these Terms and Conditions.

24 GOVERNING LAW AND JURISDICTION

24.1 The Terms and Conditions are governed by the laws of the state of Victoria, Australia and You hereby irrevocably submit to the exclusive jurisdiction of the court of the state of Victoria, Australia for all disputes arising from, as a result of or in connection with these Terms and Conditions ("Proceedings") and waive any objections to Proceedings in any court on the grounds that the Proceedings have been brought in an inconvenient forum. Such submission shall however not affect the right of NIUM to take Proceedings in any other jurisdiction and NIUM shall be at liberty to initiate and take actions or Proceedings or otherwise against You in Australia and/or elsewhere as NIUM may deem fit, whether concurrently or not.

25 FORCE MAJEURE

25.1 Non-performance of NIUM and the Authorised Representative shall be excused to the extent that performance is rendered impossible by strike, fire, flood, other natural disasters, governmental acts, acts of terror or orders or restrictions, failure of suppliers, market disturbance, or act of God, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing Party ("Force Majeure Event").

26 MISCELLANEOUS

26.1 Except by a person who is NIUM's assignee pursuant to clause 24.2 above, a person who is not a party to these Terms and Conditions shall not have any rights to enforce any term of these Terms and Conditions.

26.2 In the event any provision or part of the Terms and Conditions is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Terms and Conditions, will be inoperative.

26.3 Any delay in enforcing NIUM's or the Authorised Representative's rights under these Terms and Conditions or any waiver as to a particular default or other matter shall not constitute a waiver of NIUM's or the Authorised Representative's rights to the future enforcement of its rights under the Terms and Conditions, except with respect to an express written and signed waiver relating to a particular matter for a particular period of time.

26.4 NIUM and the Authorised Representative are independent contractors for all purposes and is in no way Your agent or trustee nor the agent or trustee of any person from which payments are received through the Card.

APPENDIX A: FEES

Fee Description	Fee Amount
Foreign Exchange/ Cross Currency Conversion Fee	0.50%
ATM Fee (Domestic)	AUD 3.00
ATM Fee (International)	AUD 5.00
ATM Inquiry Fee	AUD0.50
Declined Transaction	AUD0.50
Fraudulent Chargebacks	AUD50.00

