

Card Guard Terms and Conditions

IMPORTANT

Card Guard Services Pty Ltd ABN 34 607 867 318 ("Card Guard ", "we", "us" and "our") agrees to provide the Services to you, the applicant for Membership, ("you", "your") on the following Terms and Conditions of your Membership.

By signing up for and using our Services, you indicate that you accept these terms of use and that you agree to abide by them. If you do not agree to abide by these Terms and Conditions, you must notify us immediately and we will cancel your Membership.

TERMS AND CONDITIONS

1 DEFINITIONS.

The following definitions apply to these Terms and Conditions:

Membership means the status of being a Member

Membership Fee means the annual fee payable to us for Membership.

App means the Card Guard downloadable mobile phone app which is available at the Website.

Member means a person who is eligible to become and who has become a Member in accordance with clause 2 of these Terms and Conditions.

Membership Period means the standard period of Membership as selected in the application for or renewal of Membership on which the relevant Membership Fee is based.

Membership File means the file we maintain containing your Personal Information and any other information that you have provided to us in connection with your Membership and in accordance with these Terms and Conditions.

Card Issuer means the issuer of the relevant Card.

Card means any Bank, Store, Medical, Loyalty, General membership or other card.

Personal Information has the same meaning as in the Privacy Act 1988 (Cth).

Recorded Card means any Card that you notify us should be recorded in your Membership File and which we then record in your Membership File in accordance with these Terms and Conditions.

Services means the services described in clause 3.

Website means the Card Guard website at <http://www.cardguard.net.au/>

2. MEMBERSHIP

2.1 Membership Eligibility

To be eligible for a Membership you must:

(a) be permanently resident in Australia.

(b) have a residential postal address in Australia.

3. MEMBERSHIP SERVICES

3.1 Services

Subject to your agreement to these Terms and Conditions and payment of the Membership Fee, you are entitled to receive the Services applicable to your Membership for the Membership Period from 7 days after the date of your Membership application or renewal.

We may not be able to record all Cards even if issued in Australia as this will depend on us being able to establish an arrangement with particular Card Issuers.

The Services are available only for Recorded Cards issued in Australia by an Australian Card Issuer. Only Cards issued in Australia are eligible to be recorded on your Membership File.

3.2 Card Cancellation and Replacement Service

Recorded Cards issued in Australia. When we are notified by you that a Recorded Card has been lost or stolen we will report the loss or theft to the relevant Card Issuer on your behalf and use our best endeavours to arrange cancellation of the relevant Recorded Card and the issue of a replacement Card (where the Card Issuer permits this).

3.3 Direct Notification. Where a Card Issuer requires notification by the Card owner personally before cancelling or re-issuing a Card, we will advise you to contact the Card Issuer directly and our Services will be subject to such notification by you.

3.4 Recorded Cards. We do not accept any responsibility or liability whatsoever in respect of un-Recorded Cards.

4. YOUR OBLIGATIONS

4.1 Information If you do not provide correct Personal or Card Information, then we may not be able to provide our Services to you.

You consent to the use of your Personal and Card Information for the purpose of providing the Services related to your Membership and information on any new Membership that we may provide and authorise us to act on your behalf to request card issuers to place your cards on hold and or cancel and issue replacement cards.

For this purpose, you consent to the disclosure of your Personal and Card Information to, and obtaining information from, third parties such as Card Issuers, to the extent necessary as part of the Services.

4.2 Electronic Communications

You consent to receiving electronic communications concerning your Membership details or matters arising from your Membership from us at the email address or mobile phone number provided by you, unless you notify us otherwise.

You must provide us with an up-to-date and valid email address or mobile phone number. If for any reason you change either of these contact details you must notify us of that change immediately. This is essential for you to receive correspondence concerning your Membership and alerts.

4.3 Notification of Lost or Stolen Items

You must notify us of the loss or theft of a Recorded Card by telephone or via the website or the App as soon as practicable after becoming aware of the loss or theft. We will not accept notification by any other means.

4.4 Update your Membership File

You must ensure that your Membership File is kept accurate and up-to-date and advise us of any changes to the information recorded in your Membership File that may affect our ability to provide the Services to you within 7 days of becoming aware that the information is inaccurate or outdated. We will contact you after we receive your request for Membership to confirm your Membership details.

5. MEMBERSHIP FEES AND RENEWAL

5.1 Initial Membership Fee

The initial Membership Fee is payable at the time of your application for Membership and will be the amount specified on our Website or as notified to you at the time of your Membership application.

5.2 Renewal

Unless you notify us by phone prior to the expiry of your Membership, your Membership will be automatically renewed for the same period as your initial membership period and the Membership Fee applicable at the time of renewal for that period will be payable by you. If you elect not to renew your Membership, by notifying us by phone prior to the expiry of your Membership, your Membership will cease.

5.3 Payment

You agree that unless you notify us otherwise, whenever the Membership Fee is payable under clause 5.1 or 5.2, we can automatically charge your nominated credit card. You must advise us immediately if the card details provided to us for the purposes of charging your Membership Fees are no longer current, including your card expiry date.

5.4 Failure to pay

If we do not receive your Membership Fees by the due date, at our option your Membership may be suspended or cancelled and you will no longer be entitled to the Services unless we subsequently choose to reinstate your Membership.

5.5 Third Party Payment

If your Membership Fees are paid by a third party and that third party does not renew your Membership, we will contact you directly to give you the option of renewing your Membership yourself.

6. PRIVACY AND SECURITY

6.1 Use of Personal Information

We store all Personal Information so that only our authorised personnel have access to Members' details. It is a condition of Membership that you consent and authorise us to:

- (a) receive your updated information to ensure we have your current contact details in order to provide you with the Services;
- (b) provide your Personal Information to our business partners and service providers so that we are able to conduct market research related to our Services;
- (c) record your telephone conversations with our staff to use for training and/or call validation purposes; and
- (d) transfer Personal Information about you to or from Australia for the above purposes.

6.2 Direct Marketing Consents

Card Guard may use your personal information for marketing purposes and send you information about products or services but will immediately cease sending you such information if you elect to opt-out of receiving such communications.

You are free to choose not to receive some or all of the marketing communications sent by us or on our behalf by emailing us at info@cardguard.net.au.

6.3 Disclosure of Personal Information

In some circumstances we may also be required by law to disclose Personal Information to a third party. We will use our reasonable endeavours to notify you if these circumstances arise; however, we will not be liable in any way for any failure to do so.

6.4 Correcting Personal Information

If you request us to do so and to the extent permitted or required by law, we will provide you with access to and allow you to correct the Personal Information about you that we hold.

7. POWER OF ATTORNEY

7.1 The Member appoints Card Guard Services Pty Ltd ACN 607 867 318 ("Card Guard"), and Card Guard's employees, agents or contractors, jointly and severally at any time as its attorney ("Attorney") to perform the Service contained in this Agreement, limited to the following:

- (a) Notifying Card Issuers that a Registered Card has been designated by the Member as lost or stolen;
- (b) Suspend any Registered Card that has been designated by the Member as lost or stolen;
- (c) Cancel any Registered Card that has been designated by the Member as lost or stolen;
- (d) Apply for the replacement of any Registered Card that has been designated by the Member as lost or stolen;
- (e) Seek and receive personal information concerning the Member in the course of providing the Service;
- (f) Disclose personal information to Card Issuers in the course of providing the Service;

7.2 The authority of an Attorney is limited to those matters referred to in clause 7.1(a) – 7.1(f) above;

7.3 The Member will ratify and confirm everything the Attorney or any substitute or substitutes lawfully do or cause to be done pursuant to its authority under this clause;

7.4 The Member gives the power of attorney in this clause for the purpose of allowing the Attorney to fulfil the Attorney's obligations pursuant to his Agreement;

7.5 A statutory declaration by an Attorney that the Member has entered in to this Agreement will be sufficient proof of that fact.

8. LIMITATIONS OF LIABILITY

8.1 Exclusions

Notwithstanding anything else in these Terms and Conditions, and to the extent permitted by law, we will not be liable to you or anyone else for any loss or damage arising:

(a) in connection with the Services provided by us.

(b) in connection with the loss or theft of any Recorded Card except to the extent expressly set out in these Terms and Conditions.

(c) as a result of you failing to comply with these Terms and Conditions or those of the relevant Card Issuer;

(d) in connection with cards that are not recorded with us;

(e) as a result of a Recorded Card being left unsigned by you;

(f) as a result of information provided by you or on your behalf being incorrect, out of date or incomplete;

(g) as a result of you or another party disclosing Card security details to any third party other than for loss-reporting purposes.

8.2 Limit

We are not liable to you or to anyone else for any loss or damage which is indirect, consequential, special or incidental however such loss, damage or liability arises or might arise if it were not for this clause, including our negligence.

To the extent we are unable by law to exclude liability, our total liability for loss or damage you suffer or incur is limited to us re-supplying the Services to you, or, at our option, us refunding to you the amount you have paid us for the Service to which your claim relates.

8.3 Force Majeure

Neither party will be liable for any failure to comply with these Terms and Conditions or any other agreement with you if, and to the extent that, that failure is caused by an act, omission or event beyond our reasonable control. In any such event, the time for performance of obligations under these Terms and Conditions will be extended by the same period or periods for which performance is delayed. Whoever of us is affected will use their best endeavours to avoid or remove such causes of non-performance.

9. CANCELLATION

9.1 Cancellation of Membership

You may cancel your Membership at any time by phone.

9.2 Cancellation for Breach

We may suspend or cancel your Membership immediately by giving you written notice if in our reasonable opinion you are misusing your Membership, repeatedly failing to pay our fees or in breach of these Terms and Conditions.

10. MOVING OVERSEAS

If you permanently cease to be a resident of Australia, you will cease to be a Member.

11. VARYING THESE TERMS AND CONDITIONS

We reserve the right to amend these Terms and Conditions at any time by giving at least one month's notice on our Website. ('Notice of Variation').

If you do not agree to be bound by the varied Terms and Conditions, you may cancel your Membership. If you cancel your Membership you will not be entitled to a refund.

Notwithstanding anything contained in this clause, we do not need to notify you of variations to these Terms and Conditions.

12. GENERAL PROVISIONS

The following general provisions apply:

(a) These Terms and Conditions and any terms of use incorporated by reference constitute the entire agreement between us as to its subject matter and supersedes all prior understandings or agreements between us and any prior condition, warranty, indemnity or representation imposed, given or made by either of us in connection with that subject matter.

(b) The failure of either party at any time to insist on performance of any provision of these Terms and Conditions or to fail to exercise a right under these Terms and Conditions is not a waiver of that party's right at any later time to insist on performance of that or any other provision of these Terms and Conditions or to exercise that or any other right under these Terms and Conditions.

(c) No term in these Terms and Conditions shall be regarded as having been waived by a party and no breach shall be taken to have been excused by the consent of a party unless the waiver or consent was signed by the party claiming to have waived or consented.

(d) If any provision in these Terms and Conditions is determined to be invalid or unenforceable it will be severed, but the other provisions shall remain in full force and effect.

13. GOVERNING LAW

These Terms and Conditions are governed by the laws of New South Wales, Australia.