

CONSUMER CARD CARDHOLDER TERMS AND CONDITIONS

1. THE CARD

- 1.1 The VISA Card Program is made available by **NIUM PTY LIMITED** (“**NIUM**”) to Individuals 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 **YONDR MONEY PTY LTD** is an authorised representative of NIUM (authorised representative number 001289285) (“**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 the Card constitutes Your acceptance and agreement to be bound by these terms and conditions (“**Terms and Conditions**”).

2. ELIGIBILITY

- 2.1 You must meet the criteria stipulated 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 You or to recall, suspend or terminate a Card that has been issued to You.
- 2.3 Your 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 You may use the Card during the Validity Period for personal purposes in accordance with applicable laws, the VISA rules and these Terms and Conditions.
- 3.2 You 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 You only make payments to persons or entities in connection with commercial transactions in compliance with any applicable laws and regulations. At no time and under no circumstances shall You use the Card in connection with any illegal activities including but not limited to Sanctions, money-laundering, fraud and the funding of terrorist organisations. If you are in doubt as to the legality of a supply or purchase, You should not continue with such payment. “**Sanctions**” refers to any economic sanctions laws, regulations, embargoes or restrictive measures administered, enacted or enforced by: (i) the Australian Department of Foreign Affairs and Trade; (ii) the European Union; (iii) the United States government; (iv) the United Nations; or (v) any other relevant sanctions authorities.

4. CASH WITHDRAWAL

- 4.1 You 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, 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. YONDR APP

- 5.1 Your use of the Card is facilitated by the Authorised Representative’s mobile application (“**Yondr APP**”).
- 5.2 Your use of the Yondr APP is subject to the terms and conditions imposed by the Authorised Representative which are separate and independent of these Terms and Conditions. NIUM accepts no responsibility or liability in any way for Your access and use of the Yondr APP. NIUM makes no representations or warranty as to the relevancy, adequacy, commercial value, completeness or reliability of the Yondr APP.
- 5.3 You authorise the Authorised Representative to (a) supply all information and give Instructions concerning You, any transaction and the Card to NIUM and (b) receive any information or Instructions in connection with the Card on Your behalf and in each case, You shall be bound as though You had given or receive the information, notices, instructions or communications. “**Instruction**” means an instruction provided by You or by any third party on behalf of You to the Authorised Representative including any instruction made by telephone, letter, text message, email or via the Yondr APP. Any Instruction shall be binding upon You once it is submitted to the Authorised Representative.
- 5.4 You further authorise NIUM to accept, rely and act upon any information and Instructions transmitted by the Authorised Representative to NIUM. Where NIUM receives any information or Instruction from the Authorised Representative, NIUM shall be entitled to treat such any information and instruction



as having been received from You. NIUM is under no obligation to check the authenticity or accuracy of any instruction received from the Authorised Representative and shall not be liable for any Losses incurred or suffered by the Customer or any person for complying with such information or Instruction.

- 5.5 Prior to submitting an Instruction to the Authorised Representative, You shall ensure that all information contained in the Instruction is complete and accurate. If You subsequently learns of any error in the Instruction, You must immediately notify the Authorised Representative in writing.
- 5.6 If You fail to provide a timely, accurate and complete Instruction, NIUM may be unable to process such Instruction or may have to delay the processing of such Instruction. NIUM shall not be liable for any Losses incurred or suffered by the Customer or any person as a result of such delay or failure in processing such Instruction.
- 5.7 NIUM may in its sole discretion screen all instructions given by You in relation to the Card before carrying out such Instructions.
- 5.8 NIUM may, at its sole discretion, without providing any explanation or liability, refuse to act upon any Instruction received from the Authorised Representative. NIUM shall, to the extent permitted by applicable laws and practicable, inform You via the Authorised Representative prior to such refusal.

6. THE CARD BALANCE

- 6.1 The Customer is solely responsible for ensuring that there are sufficient Available Balance in the Card. "**Available Balance**" refers to the total balance of funds received by NIUM in Australia Dollars or such other currencies as supported by NIUM from time to time (each a "**Funding Currency**") in respect of the Card 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 not load the Card and may not request NIUM to load the Card on Your behalf.
- 6.4 You do not hold any rights, title and interest in such Available Balance or have any claims, demands, actions or causes of action of any kind or nature at law or in equity against NIUM in respect of such Available Balance. All rights, title and interest in such Available Balance belong solely to the Customer.

7. THE E-WALLET

- 7.1 The Card is linked to a multi-currency virtual wallet ("**E-Wallet**") which You may use to (i) convert a Funding Currency into a currency of choice made available by NIUM from time to time ("**Supported Currency**") (ii) facilitate the transfer of funds between users of E-Wallets; and (iii) to use funds in such E-Wallet to make payment for goods and services.
- 7.2 If NIUM receives an instruction from You to convert all or parts of the Funding Currency to a Supported

Currency, NIUM shall perform such conversion at the applicable exchange rates as determined by NIUM on the date such conversion is processed by NIUM.

- 7.3 Upon conversion, the Available Balance with respect to that portion of converted funds shall be maintained in a Supported Currency. You acknowledge and agree that there are foreign exchange risks associated with maintaining the Available Balance in multiple currencies, for example it is possible that the exchange rate improves over time and You will not receive the benefit of such fluctuations.
- 7.4 You acknowledge and agree that the E-Wallet is not a bank account and does not offer the features and benefits of a traditional bank account and the funds held in the E-Wallet in connection do not constitute deposits and do not earn any interest.
- 7.5 References to the Card in these Terms and Conditions, shall, unless otherwise stated, be deemed to include the E-Wallet.

8. SAFEGUARDING THE AVAILABLE BALANCE

- 8.1 NIUM adheres to such applicable laws which are designed to ensure the safety and liquidity of the Available Balance held in a Funding Currency on Your behalf.

9. FEES

- 9.1 Your use of the Card is subject to the fees set out in Appendix A.
- 9.2 All fees and any other amounts due and owing under the Card shall be deducted from any Available Balance.

10. SECURITY OF THE CARD

- 10.1 You shall at all times be solely responsible for the security of the Card and for all transactions and charges incurred under the Card.
- 10.2 You must take all steps to safeguard the Card and any security related details ("**Access Details**") relating to the Card which at the minimum include all of the following:
 - (a) updating Your device browser to the latest version available;
 - (b) patch Your device's operating system with regular security updates provided by the operating system provider;
 - (c) install and maintain the latest anti-virus software on Your device; and
 - (d) use strong passwords, such as a mixture of letters, numbers and symbols.
- 10.3 You undertake never to disclose Your Access Details to a third party. If You disclose any of Your Access Details to a third party, You will be liable for all losses incurred in connection with the Card.
- 10.4 You undertake to provide, and update the Authorised Representative from time to time to, with complete and accurate contact details.



- 10.5 You shall enable transaction notification alerts on any device which You have communicated to NIUM that such device would be used to receive transaction notifications from NIUM and monitor all transaction notifications sent by NIUM.
- 10.6 If You have any indication or suspicion that the Access Details 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 Card.
- 10.7 You are fully responsible for regularly checking Your transaction history available via Yondr 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.
- 11. THE CARD TRANSACTIONS**
- 11.1 The Card has a single transaction limit of AUD5,000 (“**Single Transaction Limit**”). NIUM may vary the Single Transaction Limit from time to time.
- 11.2 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.
- 11.3 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.
- 11.4 You are deemed to have consented to all transactions made through the Card. You may not cancel any transaction after it has been authorised by NIUM.
- 11.5 If NIUM receives a transaction for processing in a currency other than a Supported Currency or a Funding Currency, NIUM may convert such foreign currency into a Funding Currency or a Supported Currency at the applicable exchange rates as determined by NIUM on the date such transaction is processed by NIUM.
- 11.6 Where You 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 a Funding Currency or a Supported Currency, the Available Balance will be debited with an equivalent amount of such Funding Currency or 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.
- 11.7 Any Cash Withdrawal is also subject to any limit imposed by the local ATM operator or a Service Provider.
- 12. UNAUTHORISED USE AND LOSS OR THEFT OF THE CARD**
- 12.1 You must suspend the Card via the Yondr APP and notify Authorised Representative immediately if any of the following events has occurred (each an “**Unauthorised Transaction**”):
- (a) the security of the Card has been compromised;
 - (b) the Card is lost or stolen;
 - (c) the Card is damaged or not working properly;
 - (d) the Card has been retained by an ATM; or
 - (e) any unauthorised transactions.
- 12.2 You shall provide the following information when requested by Authorised Representative:
- (a) details of the Card;
 - (b) Your identification information;
 - (c) the type of authentication device, access code and device used to perform the Unauthorised Transaction;
 - (d) whether the Card, authentication device, or Access Details was lost, stolen or misused;
 - (e) 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;
 - (f) how You safeguard Your Access Details and whether You had disclosed the Access Details to a third party; and
 - (g) any other information about the Unauthorised Transaction known to You.
- 12.3 You must make a police report upon request by Authorised Representative and provide a copy of such report to Authorised Representative.
- 12.4 If You are not able to notify Authorised Representative of an Unauthorised Transaction as soon as You became aware of such incident, You must provide Authorised Representative with the reasons for the delayed report for example, it would be unreasonable for You to monitor a transaction notification during certain time or circumstances.
- 12.5 NIUM or Authorised Representative shall suspend the Card upon receipt of notification from You 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.
- 12.6 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.

- 12.7 All communications and notifications to NIUM or Authorised Representative in connection an Unauthorised Transaction shall be in accordance with Clause 20.2.

13. INVESTIGATION OF CLAIMS OF UNAUTHORISED TRANSACTIONS

- 13.1 Where NIUM or Authorised Representative receives any report of an Unauthorised Transaction from You ("**Relevant Claim**"), NIUM shall commence investigation and shall provide the Customer 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 You.

- 13.2 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.

14. LIABILITY FOR UNAUTHORISED TRANSACTIONS

- 14.1 You are solely liable for all losses arising from any Unauthorised Transaction that occurs under the Card unless Clause 12.2 or any of circumstances described in clause 13.2 applies.

- 14.2 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.

15. REFUNDS AND CHARGEBACKS

- 15.1 If You wish to receive a refund after conducting a transaction with a merchant via the Card ("**Refunds**"), You should approach the merchant directly with Your request. If the merchant in its discretion decides to process Your request for Refunds, NIUM shall credit the Card with the Refunds after NIUM has received the Refunds amount from the relevant merchant.

- 15.2 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 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.

- 15.3 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 90 days from the date of Transaction;
- (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; and
- (c) if any amount has been refunded or credited ("**Erroneous Amount**") into any Card by mistake due to whatever reason, such Erroneous Amount shall automatically be debited from the relevant Card.

16. SUSPENSION AND TERMINATION

- 16.1 NIUM or the Authorised Representative may suspend or terminate Your use of the Card and the Terms and Conditions at any time without assigning any reason upon notice to You.

- 16.2 Upon termination, Your access to the Card shall be disabled and You shall promptly return the Card to NIUM or the Authorised Representative. 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.

- 16.3 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.

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

17. PERSONAL INFORMATION AND CONSENT TO DISCLOSURE

- 17.5 You agree that any information provided by You to NIUM or otherwise collected during the duration of Your use of the Card ("**Personal Information**") and any data derived from Your Personal Information may be disclosed to and used by: (i) the Authorised Representative; (ii) NIUM's Representatives; (iii) companies within the NIUM group of companies; (iv) third parties who process transactions submitted by merchants on the VISA network; (v) processors and suppliers NIUM or VISA may engage; (vi) the providers of services and benefits



associated with the Card; (vii) consumer credit bureaus, collection agencies and lawyers; (viii) parties who accept the Card in payment for goods and/or services purchased by You; (ix) parties who distribute the Card; (x) VISA, the co-branded partner for the Card; (xi) banks, financial institutions, government agencies, statutory boards or authorities in Australia or elsewhere; (xii) anyone to whom NIUM may transfer contractual rights; and (xiii) any other party approved by You or to whom NIUM consider it in necessary for the purpose of performing NIUM or the Authorised Representative's obligations or exploiting NIUM or the Authorised Representative's rights under the Terms and Conditions.

17.6 You agree that NIUM and the Authorised Representative may use Your Personal Information in accordance with its privacy policy, which is available at: [https://www.nium.com/privacy-notice/and Privacy Policy - YONDR](https://www.nium.com/privacy-notice-and-Privacy-Policy-YONDR)

17.7 NIUM or the Authorised Representative may use your Personal Information to identify goods and services in which You may be interested; and market offers to you (by mail, e-mail, telephone, SMS, via the internet or using other electronic means) in relation to such goods and services. You agree that Your consent will remain in place until You withdraw it or until 12 months after You cease using the Card. If you wish to opt-out of receiving marketing information from NIUM, You may do so in accordance with clause 20.2

18 INTELLECTUAL PROPERTY

18.5 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

19.5 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, Your use of the Card and any other services provided in related thereto.

20 EXCLUSION AND LIMITATION OF LIABILITY

20.5 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.

20.6 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

21.5 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) Yondr 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.

21.6 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: 710 Collins St, Melbourne VIC 3000
Email: hello@yondr.money
or compliance@yondr.money
Website: www.yondr.money.com

22 VARIATIONS TO TERMS AND CONDITIONS

22.5 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 Yondr 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

23.5 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.

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

24 GOVERNING LAW AND JURISDICTION

24.5 The Terms and Conditions are governed by the laws of Victoria, and You hereby irrevocably submit to the exclusive jurisdiction of the court of Victoria 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

25.5 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

26.5 Except by a person who is NIUM’s assignee pursuant to clause 22.2 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 (AUD)
Foreign Exchange/ Cross Currency Conversion Fee	2%
ATM Fee (Domestic)	\$3.00
ATM Fee (International)	\$5.00
Declined Transaction	\$0.50
Fraudulent Chargebacks	\$50.00

