

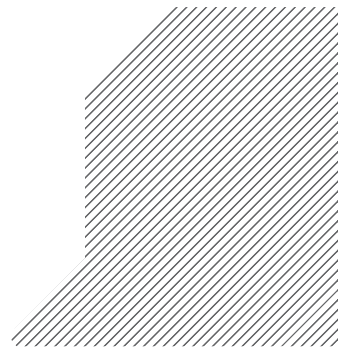


# 12

**Myki** terms of use

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# Myki terms of use



## General Conditions

A myki ("the Card") is issued to a cardholder ("the Cardholder") subject to the conditions contained in this chapter ("myki Terms of Use") as amended, replaced, consolidated or re-enacted from time to time.

The Card may only be used to obtain or prove an entitlement to use a public transport service to which the conditions in this manual apply ("Public Transport Service"). Subject to all applicable conditions contained in this manual and in the regulations under the Transport Act 1983, the Card may be used for these purposes by—

(a) either—

- (i) paying money into the account associated with the Card ("Card Account") and having that amount recorded as stored value ("Value") on the Card for the purpose of using Value to pay for Public Transport Services; or
- (ii) paying directly for a Public Transport Service and having that fact, and the description of the relevant service ("Product"), recorded on the Card; and

(b) touching on and touching off the card in accordance with the conditions contained in this manual.

Where a Cardholder makes a payment from Value on the Card in accordance with the conditions contained in this manual, the amount of the payment will be deducted from that Value. Value and Product may only be added to the Card by such means as are specified in this manual.

The Card remains the property of TTA. TTA or its authorised representatives may inspect, deactivate, suspend or take possession of the Card or require its return at any time in their discretion without notice to the Cardholder and the Cardholder must comply with any directions of TTA or its representatives in this regard. The Cardholder must not alter, tamper or interfere with the Card or knowingly use a defective Card.

Transactions which would result in the Value on the Card exceeding the maximum amount specified in this manual will be rejected. The Card may not be able to be used if the Value falls below the relevant minimum amount specified in chapter 8 of this manual.

If TTA, in its absolute discretion, allows the Card to operate with a debit (negative) Value balance, the Cardholder must pay TTA any debit (negative) balance on the Card upon request by TTA and any Value subsequently added to the

Card will be applied first by TTA to any debit (negative) balance.

The Cardholder is liable to pay the fees and charges as published in this manual from time to time. The applicable fees and charges may be deducted from the Value on the Card.

Any person presenting the Card may redeem Value on the Card for money (less any amounts owed by the Cardholder to TTA), subject to complying with any applicable conditions specified in this manual. TTA is entitled to reject an application to redeem Value on a Card if there has been a material breach of these myki Terms of Use.

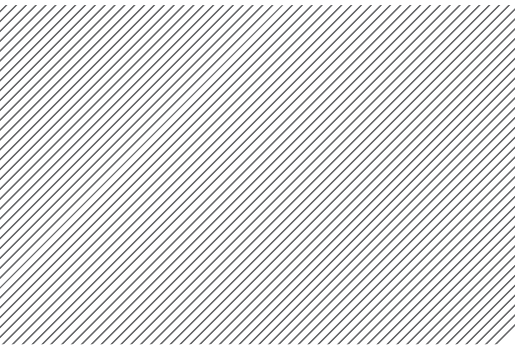
Until five years after the last use of the Card or the last activity on the Card Account not initiated by TTA, the TTA will hold all money representing Value on the Card unless, prior to that time, the Value is redeemed in accordance with the conditions contained in this manual. After that time, such money, other than amounts the value of which is less than \$20 (or any higher amount prescribed under the Unclaimed Money Act 2008) will be 'unclaimed money' for the purposes of that Act and will only be able to be claimed from the Registrar of Unclaimed Money.

Apart from the right to redeem Value in accordance with these myki Terms of Use, the Cardholder has no legal, equitable or other right or interest in relation to money representing Value on the Card. No trust or other fiduciary relationship exists between TTA and the Cardholder. TTA owns all data and expressions of that data resulting from, or in respect of, transactions generated or processed in relation to use or operation of the Card.

Any complaint about a public transport service must be raised directly with the operator. A complaint in relation to the Card or Card Account may be made by contacting TTA at [myki.com.au](http://myki.com.au) or by calling 13 myki (13 6954). If a complaint in relation to the Card is not resolved by contacting TTA, the Public Transport Ombudsman provides a cost-free, independent and accessible dispute resolution scheme. Further information about the Public Transport Ombudsman is available at [ptovic.com.au](http://ptovic.com.au) or by calling 1800 466 865.

TTA's records are, in the absence of manifest error, conclusive of the amount of Value on the Card and any other matter in relation to the Card Account or the Card. TTA may adjust the Card Account or Card balance retrospectively if TTA reasonably believes that either of them is incorrect.

If any part of these Conditions is invalid, the Conditions are invalid only to the extent of such part without invalidating the remaining parts of these Conditions.



## Additional Conditions for Registration and Registered Cards

Upon request in the manner required by TTA, TTA will register a Card ("the Registered Card") subject to these Additional Conditions for Registration and Registered Cards.

If there is any inconsistency between these Additional Conditions for Registration and Registered Cards and the conditions in this chapter under the heading "General Conditions", these Additional Conditions for Registration and Registered Cards will prevail to the extent of that inconsistency.

Each Registered Card must also have a person registered with TTA as an Account Holder ("the Account Holder"). The Account Holder will manage, and the Cardholder will use, the Registered Card in accordance with the rights and obligations given to each of them under these myki Terms Use. An Account Holder may manage multiple Card Accounts. TTA is entitled to rely upon any instructions given by the Account Holder in relation to the Registered Card.

The Cardholder or Account Holder must advise TTA as soon as possible if a Registered Card is lost or stolen. TTA will deactivate the Registered Card following notification by either the Cardholder or the Account Holder that it is lost or stolen. If a Registered Card is lost or stolen, the Cardholder or Account Holder has no liability in respect of that Card, or for any costs incurred using that Card, after the time the loss or theft of the Card is notified to TTA, other than any fees which apply.

Where a Registered Card has been lost or stolen, the Cardholder or Account Holder may obtain a replacement Registered Card subject to complying with TTA's requirements, which, at TTA's discretion, may involve payment of a fee as specified in this manual.

Where a Registered Card has been replaced, TTA will, after deducting any amounts owed to TTA, transfer the Value and/or Product from the Registered Card which is being replaced to the new Registered Card. Any money payable by TTA in respect of the redemption of Value on a Registered Card will only be payable to the Account Holder.

