

## **Prepaid Mastercard Terms and Conditions**

The Prepaid Mastercard ("Card") is a Mastercard issued by EML Payment Solutions Limited ("EML") ABN 30 131 436 532, AFSL 404131 ('we/us/our'). In these terms and conditions, 'you' are the Card purchaser or user and if you acquire the Card, you will have a contract with us.

1. By signing the back of the Card, or using the Card, you agree to be bound by these Terms and Conditions. The Card must be signed before use. You must give these conditions to the user of the Card if that is not you. The Card remains our property.

2. The Card is a Mastercard prepaid card that can be used after activation (within 24 hours after activation) for purchasing goods and services where Mastercard prepaid cards are accepted for electronic transactions (excluding transactions at ATMs or over the counter at financial institutions) via POS terminals that have a swipe/credit function or online. The Card is not a credit card, does not have "Tap & Go" functionality nor is it linked to a deposit account with us. Some merchants may choose not to accept Mastercard Prepaid cards.

3. The Card cannot be used to make transactions that exceed the available balance. For such a transaction you need to pay the difference by another method if the merchant agrees.

4. The Card is not reloadable. It is valid until the expiry date shown on the front of the Card and cannot be used after expiry. At expiry, the remaining available balance will be forfeited. We will not give you any notice before this happens.

5. The Card cannot be used to obtain or redeem cash and cannot be used for making direct debit, recurring, or regular instalment payments. Authorisations may be declined at some merchants (such as gambling merchants or merchants who choose not to accept the Card). We are not liable in any way when authorisation is declined for any particular transaction except where the authorisation has been declined because of an act or omission on our part.

6. The Card is like cash. We have no obligation to replace or refund value for misused, lost, stolen or damaged Cards except where we have breached any condition or warranty implied under consumer protection legislation that cannot be excluded in these terms and conditions (for example, warranties as to the exercise of due care and skill in providing services and as to fitness for purpose of materials we provide).

7. We do not charge any fees for using the Card. However, some merchants may charge you for using the Card and such fees may be deducted from the balance of your Card at the time of the transaction.

8. You are responsible for all transactions on the Card, except where there has been fraud or negligence by our staff or agents. If you notice any error relating to the Card, you should notify Card Support via the Contact Us form at <https://ao.activatethecard.com.au/>.

9. If you have a problem with a purchase made with the Card, or a dispute with a merchant, you must deal directly with the merchant involved. If you cannot resolve the dispute with the merchant, you can contact Card Support via the Contact Us form at <https://ao.activatethecard.com.au/>.

10. We may restrict or stop the use of the Card if suspicious activities are noticed.

11. Any refunds on Card transactions are subject to the policy of the specific merchant. Refunds may be in the form of a credit to the Card, cash refund or in-store credit. If the Card expires or is revoked before you have spent any funds resulting from a refund (whether or not the original transaction being refunded was made using the Card) then you will have no access to those funds.

12. You are responsible for checking your transaction history online and knowing the available balance. You can view your balance and transaction history free of charge at <https://ao.activatethecard.com.au/>.

13. A 2.99% foreign exchange conversion fee applies to transactions in any currency other than Australian dollars and is calculated on the Australian dollar transaction amount. This will be included in the total transaction amount debited to the Card.

14. If you have a query about the Card, you should initially contact Card Support via the Contact Us form at <https://ao.activatethecard.com.au/>.

15. Information will be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law, and also where necessary to operate the Card and process transactions. A full privacy policy can be viewed at [www.giftcardplanet.com.au/privacy-policy](http://www.giftcardplanet.com.au/privacy-policy).

16. We reserve the right to change these Terms and Conditions at any time. Any changes to the Terms and Conditions can be viewed at <https://ao.activatethecard.com.au/>.