



Emerchants eftpos Prepaid Debit Card Product Disclosure Statement

The Product Disclosure Statement for the Emerchants eftpos prepaid debit card consists of two parts:

Part A General Information and Terms and Conditions (This document); and

Part B Fees and Charges (PIN Mailer)

You must read Part A and Part B of the Product Disclosure Statement together

Dated 27 January 2016

Section One - General Information

This document (comprising Section One and Section Two) forms part of the Product Disclosure Statement (PDS) for the Emerchants eftpos Prepaid Debit Card (Card). The PDS for the Card comprises this document and a separate covering letter (PIN Mailer) that contains additional important information regarding your Card, including the fees and other costs that apply to your Card. You should read both documents in full before using your Card.

This document contains a summary of the features and benefits associated with the Card. However, not all features and benefits may be available to you, depending on the program under which your Card has been issued. Details of any features and benefits not available on your Card will be disclosed in the PIN Mailer.

Important terms used throughout this PDS are defined in paragraph 27.

1 Card issuer

This PDS has been prepared by Emerchants Payment Solutions Limited ABN 30 131 436 532, AFSL 404131 (Emerchants, us, or we). Emerchants is a provider of transaction processing systems, software and support services for host based Stored Value card solutions.

The issuer of the Card is Emerchants and if you acquire the Card you will have a contract with Emerchants.

Emerchants is the holder of Australian Financial Services Licence No 404131 authorising it to provide financial product advice for, and deal in, certain products including the Card.

If you have any questions or need more information concerning your Card, please contact us at any of the following:

Phone 1300 739 889

Email support@emerchants.com.au

Fax +61 7 3607 0111

Mail Level 2, 26 Commercial Road Newstead Brisbane 4006

2 About your Card

Your Card is a prepaid, reloadable eftpos debit card where the monetary value is recorded on a host computer located in Emerchants' secure hosting facility.

Your Card may be branded with standard Emerchants' branding or the branding of a third party. Please note, the branding on your Card does not in any way affect the terms and conditions relating to the Card set out in this PDS or the additional important information contained in the PIN Mailer. The terms and conditions in this PDS and the information contained in the PIN Mailer apply to your Card regardless of how it is branded.

From time to time third parties known as Program Sponsors may engage Emerchants to provide Cards to Cardholders. These third parties may assist in the promotion and distribution of the Card.

The Stored Value on your Card is held in a special purpose account maintained by Cuscal Limited ABN 95 087 822 455 AFSL 244116 ("Cuscal"). Cuscal is an authorised deposit-taking institution (ADI) and is responsible for the settlement of transactions using the Card, but may outsource these functions to other service providers.

The ADI does not issue the Card to you and is in no way responsible for, or guarantees, your ability to access any Stored Value. Section 4 (Risks to Cardholders) provides more information on the respective roles of Emerchants and the ADI.

Emerchants uses its card management platform and data processing systems to maintain the record of the value stored on your Card. Emerchants provides customer service support for Cardholders, including the online and telephone systems to allow Cardholders access to their Stored Value balance and transaction history.

More information about Emerchants and the Card is available on our website (www.emerchants.com.au).

3 Features and benefits of your Card

Your Card provides you with the means to receive payments as well as keep track of and enjoy access to your Stored Value via ATM's and point of sale devices throughout Australia.

The Card is not a credit or charge card and the Card's Stored Value does not earn interest. You may only use it to:

- (a) withdraw cash at ATMs; or
- (b) pay for purchases at merchants that have agreed to accept the Card.

Your Card may not be used for illegal transactions or to purchase illegal goods or services. Your Card may not be used for a direct or recurring debit payments or for any mail or telephone order transactions. The use of your Card is subject to the Conditions of Use, which are set out in Section Two of this PDS (as modified from time to time).

Below is a summary of the benefits and risks of using your Card. Please read this information, and the Conditions of Use in Section Two carefully. If you have any questions, please contact us on 1300 739 889.

Issue of your Card	<p>Your Card is issued by Emerchants and remains the property of Emerchants at all times.</p> <p>We may require you to return your Card to us if we believe that you have breached the Conditions of Use of the Card or if we believe that there are security or other reasons that require the return of your Card.</p>
Loading funds on your Card	<p>Your Card can only be loaded with funds received from a Program Sponsor.</p> <p>Cardholders are not permitted to load or transfer any personal funds onto their Card.</p> <p>Use of your Card is subject to certain transaction limits, as set out in the Conditions of Use.</p> <p>You do not earn interest on any funds loaded to your Card.</p>
Redeeming funds stored on your Card	<p>You can redeem the Stored Value on your Card by:</p> <ul style="list-style-type: none">(a) withdrawing money at any ATM in Australia;(b) paying for goods or services using any point of sale device in Australia displaying the eftpos logo; <p>Use of your Card is subject to certain transaction limits, as set out in the Conditions of Use.</p>
Expiry of your Card	<p>Your Card is valid until the expiry date shown on the face of the card (i.e. 06/18).</p> <p>We may issue you with a replacement card if requested by you at any time after expiry and provided you have registered your details with us, including your name and Australian address. All re-issued Cards are subject to the Conditions of Use at the date of re-issue. Emerchants reserves the right not to re-issue a Card.</p>
Other benefits	<p>You can log on to the secured website for your Card (the details of which are set out in the PIN Mailer) or telephone 1300 739 889 at any time to:</p> <ul style="list-style-type: none">(a) view your Stored Value balance;(b) review your transaction history;(c) update your personal information;(d) transfer funds; and(e) view this PDS and other information about your Card.

4 Significant risks to Cardholders

Some of the risks that may be associated with the use of your Card are outlined below. The risks described are intended to be a summary of the major risks associated with the Card and are not exhaustive. There may be other risks that relate to the use of your Card.

Unlike an account with a financial institution, your Card is not backed by the depositor protection provisions in the Banking Act 1959 (Cth) and Emerchants is not an ADI. Your Stored Value is recorded by the systems maintained by Emerchants. This means that your Stored Value does not have the same protection as a deposit in an account with an ADI.

Significant risks to cardholders are:

- (a) the ability to access the Stored Value on your Card is ultimately dependent on the Program Sponsor transferring funds to Cuscal. Accordingly, if the Program Sponsor becomes insolvent or if there is otherwise a delay in the transfer of your Stored Value, there is a risk you may not be able to access the Stored Value on your Card;

- (b) the Card will expire at the date shown on the front of the Card. You cannot access any Stored Value on the expired Card;
- (c) unauthorised transactions can happen using the Card if it is lost or stolen, a personal identification number ("PIN") is revealed to any other person, or as a result of fraud;
- (d) unintended transactions can happen if electronic equipment with which the Card is being used is operated incorrectly or incorrect details are input;
- (e) you might not be able to get your money back if unauthorised transactions or unintended transactions occur;
- (f) if the electronic network enabling the use of the Card is unavailable, you may not be able to undertake transactions or get information using the Card;
- (g) the Card could be lost, destroyed or stolen; and
- (h) the Financial Claims Scheme does not apply in relation to the Card or your Stored Value.

5 Other important information

There are some other important things you need to be aware of about the Card:

- (a) it does not generate any interest or other return to the holder. In other words, you do not earn interest on the Stored Value of your Card;
- (b) although Cuscal is an authorised deposit-taking institution carrying on a banking business in Australia, the acquisition of, or Stored Value on, the Card does not represent a deposit with or investment in Cuscal;
- (c) you do not become a depositor with Cuscal by holding the Card. If you have another deposit account with Cuscal or related party, the funds credited to the Card are not counted in working out how much money you may have on deposit with Cuscal for any purpose;
- (d) value loaded on the Card will usually become available for use by you immediately for in-person transactions;
- (e) press the Savings button at point of sale terminals and ATM's in order to access the Stored Value; and
- (f) the method of communication that Emerchants will use to give you information, including information under the ePayments Code, will be Electronic Communication.

6 Fees and other costs

Details of the fees and other costs that apply to your Card are set out in the PIN Mailer. We may deduct any fees and other costs payable by you from the record of Stored Value on your Card and reduce the Stored Value accordingly.

In some circumstances (for example, where a transaction is processed in an offline environment or where you incur a fee or charge), the balance of your Card may fall into negative (meaning there may become less than \$0.00 Stored Value remaining on your Card).

We may vary the fees and other costs (including by increasing or decreasing existing fees or costs or introducing new fees or costs) that apply to your Card at any time. You will be given prior written notice of any changes in the fees and other costs that apply to your Card.

7 Government fees and other costs

We may deduct any government taxes and duties from the record of Stored Value on your Card and reduce the Stored Value accordingly.

8 Interest

You do not earn interest on the Stored Value on your Card.

9 Problems or disputes

If you have any questions, problems or disputes, we would like to hear about them. When you provide feedback to us, we have the opportunity to improve our services to you.

You can contact Emerchants during normal business hours from anywhere in Australia by:

Phone 1300 739 889

Email support@emergents.com.au

Fax +61 7 3607 0111

Mail Level 2, 26 Commercial Road Newstead Qld 4006

We will aim to resolve the matter on your initial contact. However, if the matter cannot be resolved immediately, we will commit to taking the following steps:

- (a) letting you know who is handling your complaint;
- (b) keeping you informed of what is happening; and
- (c) aiming to resolve your complaint within 21 Business Days.

Once your complaint is resolved, we will check with you to make sure you are satisfied with how your complaint was handled.

We comply with the ePayments Code and hold an Australian Financial Services Licence.

If you are dissatisfied with the outcome of your complaint and would like an independent review, you can refer your complaint to The Financial Ombudsman Service Ltd at:

Mail GPO Box 3, Melbourne 3001

Phone 1800 367 287

Fax (03) 9613 6399

Web www.fos.org.au

For further information on solving problems or disputes, please call Emerchants on 1300 739 889.

10 Anti-Money laundering and counter terrorism financing obligations

Emerchants is subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and the rules and other subordinate instruments under the Act ("AML/CTF Laws"). Before a Card can be activated, Emerchants is obliged to collect certain identification information from you (and verify that information) in compliance with the AML/CTF Laws. Customer identification information may include detailed 'know your customer' information about the Cardholder such as:

- (a) name, and
- (b) address, and
- (c) date of birth.

Emerchants may be prohibited from offering services or entering into or conducting transactions with you if you do not provide this information.

You should be aware that:

- (a) Emerchants is not required to take any action or perform any obligation under or in connection with the Card if it is not satisfied as to your identity, or where there are reasonable grounds to suspect that by doing so it may breach the AML/CTF Laws;
- (b) transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of another country). Where transactions are delayed, blocked, frozen or refused, Emerchants is not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your Card;
- (c) Emerchants may from time to time require additional information from you to assist us in the above compliance process; and
- (d) where legally obliged to do so, Emerchants will disclose the information gathered to regulatory and/or law enforcement agencies, Emerchants and/or other banks, service providers or to other third parties.
- (e) You provide Emerchants with the following undertakings and indemnify Emerchants against any potential losses arising from any breach by you of such undertakings:
- (f) you will not initiate, engage or effect a transaction that may be a breach of Australian law or sanctions (or the law or sanctions of any other country); and
- (g) the underlying activity for which your Card, is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

11 Privacy and confidentiality

Emerchants (in this Privacy Statement referred to as "we"), collects your Personal Information so that we can establish and administer the Card provided to you. We may also use your Personal Information to:

- (a) tell you about products and services offered by us or our affiliate companies (unless you tell us not to); and
- (b) satisfy identification requirements under the Anti-Money Laundering & Counter-Terrorism Financing Act 2006 (Cth) and the Rules and other subordinate instruments under that Act and such information may be exchanged with verification agencies (which may be overseas).

Without your information we cannot make the Card available to you and you should not apply for the Card.

If you provide us with Personal Information about someone else, you should ensure that you are authorised to do so and agree to inform that person of the contents of this notice.

Information will be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law and also when necessary:

- (a) for completing a transaction; or

- (b) in order to verify the existence and condition of a Card; or
- (c) to utilise services of affiliates who assist in providing a Card; or
- (d) if you give us permission; or
- (e) if you owe us money; or
- (f) if there are legal proceedings or a complaint in connection with the Card; or
- (g) to protect against potential fraud and other crimes.

We will not transfer your personal information outside Australia.

By applying for and using the Card you consent to us collecting, using and disclosing your Personal Information under these terms and conditions in the manner described above.

Our Privacy Policies sets out how you can access and correct information we hold about you, how you can complain about a breach by us of your privacy rights and how your complaint will be handled. Our Privacy Policy is available at:

Emerchants: <http://emerchants.com.au/privacy-statement/>

You may contact Emerchants' Privacy Officer in relation to your Personal Information (or to opt out of marketing) on 1300 739 889 or email support@emerchants.com.au.

Section Two - Conditions of Use

These Conditions of Use govern the use of your Card and your relationship with us. Before you use your Card please read these Conditions of Use carefully and keep a copy for your records. Important terms used in these Conditions of Use are defined in paragraph 27.

These Conditions of Use apply to:

- (a) all transactions initiated by you through an Electronic Banking Terminal by the Processor and a Personal Identification Number (**PIN**); and
- (b) all other transactions effected with the use of your Card.

Your use of the Card signifies your understanding and acceptance of these Conditions of Use.

If these Conditions of Use are not clear to you, or if you have any questions or queries, contact Emerchants **BEFORE** using your Card.

Important points to remember to safeguard your Card

- (a) Sign your Card immediately when you receive it.
- (b) Memorise your PIN and never store it with or near your Card.
- (c) Never write your PIN on your Card.
- (d) Never lend your Card to anyone.
- (e) Never tell anyone your PIN.
- (f) Try to prevent anyone else seeing you enter your PIN into an ATM or eftpos device.
- (g) Never leave your Card unattended, e.g. in your car or at work.
- (h) **Immediately** report the loss, theft or unauthorised use of your Card to Emerchants by contacting us on 1300 739 889 between 8.00 am and 5.00 pm, Monday to Friday (Brisbane Time).
- (i) Keep a record of the Emerchants telephone number with your usual list of emergency telephone numbers.
- (j) Examine your account statement online to identify and report, as soon as possible, any instances of unauthorised use.
- (k) For security reasons, on the expiry date destroy your Card by cutting it diagonally in half.

If you fail to properly safeguard your Card and PIN you may increase your liability for unauthorised use.

1 Introduction

These Conditions of Use govern the use of the Card. Please read them carefully and keep a copy for your records. By signing the back of the Card or using the Card, you agree to be bound by these Conditions of Use.

2 Application of codes and industry standards

Emerchants warrants that it will comply with the requirements of the ePayments Code (which replaces the Electronic Funds Transfer Code of Conduct) as established by the Australian Securities and Investments Commission (**ePayments Code**).

Emerchants also complies with the Payment Card Industry Data Security Standard (**PCI DSS**), a set of standards aimed at ensuring the safe handling of your information and the development

of robust account data security processes – including measures to prevent, detect and react to unauthorised transactions and other security incidents.

If you would like a copy of the ePayments Code or more information about PCI DSS and the measures implemented by Emerchants to protect your information and your Card security, please contact us.

3 Signing your Card

You agree to sign your Card as soon as you receive it and before using it. Your Card is valid only if it has been signed by you and if it is used before the expiry date.

4 Personal Identification Number (PIN) secrecy

You agree that:

- (a) you will not record your PIN on your Card or on anything with or near your Card;
- (b) you will not tell anyone your PIN or let anyone see it;
- (c) you will try to prevent anyone else seeing you enter your PIN into an Electronic Banking Terminal; and
- (d) if you think that your PIN has become known to someone else, you will notify us immediately.

5 PIN reveal

To retrieve your PIN go to <https://pin.emerchants.com.au>. You will be prompted to enter your 16 digit Personal Account Number (PAN) along with personal details to verify your identity. Following verification of your identity a security number will be sent to either your email as registered with the Card. The security number will be required to allow you to access your PIN. Fees and charges may apply, please see your PIN Mailer. If you have any technical difficulty retrieving your PIN please contact Emerchants on 1300 739 889.

6 Reporting the loss or theft of your Card

If you believe your Card or PIN record has been lost or stolen, or your PIN has become known to someone else, you should notify us **IMMEDIATELY** by:

- (a) contacting Emerchants on 1300 739 889 between 8.00 am and 5.00 pm, Monday to Friday (Brisbane time); or
- (b) sending a notification by email to support@emerchants.com.au

If you make reasonable attempts to contact us by telephone during the hours of operation stated above and we are unable to answer your call (for example, if our telephone service is temporarily unavailable) any losses occurring due to non-notification will be the liability of Emerchants, but only if you notify us on the next Business Day or within a reasonable time after the telephone service becomes operational.

If the loss, theft or misuse occurs outside Australia you must confirm the loss theft or misuse of the card with Emerchants by telephone, priority paid mail or by email as soon as possible.

7 Using your Card

Emerchants does not warrant or accept any responsibility if an Electronic Banking Terminal displaying the logos on the Card or promotional material does not accept your Card. You may only use your Card to perform transactions authorised by Emerchants.

Emerchants will debit your Card with the value of all transactions carried out using your Card including, without limitation, those carried out at Electronic Banking Terminals or point of sale transactions (even if those transactions have not been authorised by you).

You may not use your Card (or the BSB and Account Number allocated to you Card) for any direct or recurring debit payments. Any direct or recurring debit transactions attempted on your Card may be declined without payment being made (and Emerchants is not responsible for any costs you may incur as a result of the direct or recurring debit being declined).

Transactions will not necessarily be processed on the same day they occur.

You will continue to be liable to Emerchants for the value of any withdrawal or debit transaction occurring after you have cancelled your Card.

8 Transaction limits

You agree that you will NOT use or attempt to use your Card to overdraw the Stored Value. In the event that the Stored Value on your Card is overdrawn for any reason whatsoever (such that there is a negative balance on your Card), you agree and acknowledge that:

- (a) you will be liable for any negative balance, plus any costs or interest we incur in recovering or attempting to recover from you the amount owing;

(b) you will immediately (or as soon as reasonably practicable) load additional funds onto your Card so that your Stored Value is nil or a positive amount; and

(c) Emerchants may set-off the value of the negative balance of your Card against your Stored Value when you next load additional funds onto your Card.

The following table illustrates the transaction and load limits applicable to the Card.

Load/transaction	Limit
Point of sale limits	
Maximum point of sale per transaction	\$2,500.00
Maximum point of sale and ATM cash withdrawal limit per day	\$5,000.00
Maximum number of transactions per day (including POS and ATM transactions)	10
ATM withdrawal limits	
Daily ATM cash withdrawal limit	\$2,500.00
Minimum ATM withdrawal amount per transaction	\$20.00
Maximum ATM withdrawal amount per transaction	\$2,500.00 (lower withdrawal limits may be set by the ATM operator)
Maximum number of ATM transactions per day	10
Load and account limits	
Maximum card balance at any one time	\$20,000.00
Maximum load to card per day	\$10,000.00
Maximum load to card per transaction	\$10,000.00
Maximum number of loads to card per 24 hours	2
Total amount you may load during any 12 month period	\$25,000.00

9 Authorisations

You:

(a) acknowledge that Emerchants has the right to refuse authorisation for you to effect any transaction for any reason; and

(b) agree that Emerchants will not be liable to you or anyone else for any loss or damage that you or anyone else suffer as a result of Emerchants refusal to authorise any transaction for any reason.

10 Replacement cards

You can request Emerchants to provide you with a replacement Card. A replacement Card fee applies (see the fees and charges in the PIN Mailer). We may issue you with a replacement Card if requested by you at any time after expiry and provided you have registered your details with us, including your name and Australian address. Emerchants reserves the right not to re-issue a Card.

All replacement Cards are subject to the Conditions of Use current as at the date of re-issue.

If you do not require a replacement Card, you must notify Emerchants before the expiration date of your current Card.

11 Cancellation and return of your Card

You may ask for the Card to be cancelled at any time. If you ask for the Card to be cancelled and we ask you to, you must surrender or destroy the cancelled Card and you must not use the cancelled Card.

We may cancel your Card at any time. Where possible, we will give you 20 days advance notice of the cancellation. However, we may act without prior notice if:

- (a) we believe that use of the Card may cause loss to you or to us; or
- (b) we believe that it is required for security purposes; or
- (c) you breach any material term or conditions of this PDS, including these Terms and Conditions; or
- (d) we suspect the Card has been used illegally.

If we cancel your Card, we will give you notice as soon as reasonably practical afterwards.

We may revoke the Card at any time without cause or notice. If we ask you to, you must surrender or destroy the revoked Card and you must not use the revoked Card. When you surrender the Card, you must give us your correct name and contact address.

On the revocation or cancellation of the Card, we will pay the Stored Value to you when:

- (a) we are satisfied that there are no un-cancelled or unexpired authorisations or approvals on the Card;
- (b) we are satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Stored Value;
- (c) we are satisfied the funds on your Card belong to you; and
- (d) if Emerchants require it, Emerchants have received the surrendered or cancelled Card from you.

12 Conditions after cancellation or expiry of your Card

You must not use your Card:

- (a) after the expiry date shown on the face of the Card;
- (b) after the Card has been cancelled; or
- (c) if the Stored Value of your card is a negative amount.

You will continue to be liable to reimburse Emerchants for any indebtedness incurred through such use.

13 Your liability in case your Card is lost or stolen or in case of unauthorised use

- (a) You are not liable for any unauthorised use of your Card:
 - (i) before you have actually received your Card and PIN;
 - (ii) after you have reported it lost or stolen; or
 - (iii) if you did not contribute to any unauthorised use of your Card.
- (iv) If it can be found the unauthorised use of the Card was as a result of fraud or negligence by our employees, agents, third parties involved in networking arrangements or merchants or their employees or agents;
- (v) if a transaction is incorrectly debited more than once to the same facility.
- (b) For the purpose of paragraph 13(a)(iii) you will be taken to have contributed to any loss caused by unauthorised use of your Card if you:
 - (i) voluntarily disclose your PIN to anyone, including a family member or friend;
 - (ii) voluntarily allow someone else to observe you entering your PIN into an Electronic Banking Terminal;
 - (iii) write or indicate your PIN on your Card;
 - (iv) write or indicate your PIN (without making any reasonable attempt to disguise the PIN) on any article carried with your Card or likely to be lost or stolen at the same time as your Card;
 - (v) have acted fraudulently;
 - (vi) allow anyone else to use your Card; or
 - (vii) unreasonably delay notification of:
 - your Card or PIN record being lost or stolen;
 - unauthorised use of your Card; or
 - the fact that someone else knows your PIN.
- (c) If you are taken to have contributed to the unauthorised use of your Card under paragraph 13(b) your liability will be the lesser of:
 - (i) the actual loss;
 - (ii) your Stored Value; and
 - (iii) an amount calculated by adding the actual losses incurred for each day, up to the current daily withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your Card, up to and including the day you make your report.

(d) In determining liability under paragraph 13(c)(iii):

(i) where your Card has been lost or stolen, the number of days will be calculated by reference to the day when you should reasonably have become aware that it was lost or stolen; and

(ii) the current daily withdrawal limit is the limit applicable at the time of the transaction by reference to the status and/or type of Electronic Banking Terminal at which the transaction occurred.

(e) Where a PIN was required to perform the unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by the unauthorised use of your Card, your liability will be the lesser of:

(i) \$150;

(ii) your Stored Value; and

(iii) the actual loss at the time Emerchants is notified of the loss or theft of your Card.

(f) In determining your liability under paragraph 13(e):

(i) Emerchants will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred; and

(ii) the fact that an account is accessed with the correct PIN, while significant, is not of itself conclusive evidence that you have contributed to the loss.

(g) Your liability for losses occurring as a result of unauthorised use will be determined under the ePayments Code. The guidelines set out at the beginning of these Conditions of Use to safeguard your account, are the minimum suggested security measures you should take.

14 Resolving errors on Card Statements

If you believe a transaction is wrong or unauthorised or your Card Statement contains any instances of unauthorised use or errors, you must immediately notify Emerchants. As soon as you can, you must also provide Emerchants with the following:

(a) your name and address, and Card number;

(b) details of the transaction or the error you consider is wrong or unauthorised;

(c) whether your Card was signed and your PIN secure; and

(d) the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error.

If Emerchants is unable to settle your complaint immediately to your satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.

Within 21 days of receiving these further relevant details from you, Emerchants will:

(a) advise you in writing of the results of its investigation; or

(b) advise you in writing that it requires further time (not exceeding a further 24 days) to complete its investigation.

Where an investigation continues beyond 45 days, Emerchants will provide you with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, except in cases where Emerchants is waiting for a response from you and you have been advised that Emerchants requires such a response.

If Emerchants finds that an error was made, it will make the appropriate adjustments to your Stored Value including charges (if any) and will advise you in writing of the amount of the adjustment.

If:

(a) Emerchants is a party to an industry dispute resolution scheme; and

(b) that scheme provides that a matter can be heard under the scheme if Emerchants does not give a final decision on the matter within a specified time, Emerchants will advise you in writing about the option of taking the matter to the scheme within 5 Business Days after the specified time period expires.

When Emerchants advises you of the outcome of its investigation, it will:

(a) give you reasons, in writing, for its decision by reference to these Conditions of Use, the ePayments Code, and any other relevant industry code of practice to which it is bound;

(b) advise you of any adjustments it has made to your account; and

(c) advise you in writing of other avenues of dispute resolution if you are not satisfied with Emerchants decision.

If the complaint is settled within 5 business days, we will not advise you in writing of the outcome of the complaint unless you request a written response.

If Emerchants decides that you are liable for all or any part of a loss arising out of unauthorised use of your Card, it will:

- (a) give you copies of any documents or other evidence it relied upon; and
- (b) advise you whether or not there was any system or equipment malfunction at the time of the transaction complained of.

If Emerchants fail to carry out these procedures or cause unreasonable delay, Emerchants may be liable for part or all of the amount of the disputed transaction where its failure or delay has prejudiced the outcome of the investigation.

15 Malfunction

Other than to correct the error in your Stored Value and the refund of any charges or fees imposed on you as a result, Emerchants will not be liable to you for any loss caused by an Electronic Banking Terminal malfunctioning if you were aware, or should have been aware, that the terminal was unavailable for use or was malfunctioning.

16 Statements and receipts

A transaction record slip will be available for each financial transaction carried out with your Card at an Electronic Banking Terminal. You should obtain, check and retain all transaction record slips issued to you for checking against your Card Statements. By successfully applying for and using the Card, you acknowledge that we do not provide and you will not receive paper statements. Electronic statements showing the Card's transactions and Stored Value are available for viewing and printing from the website shown on the PIN Mailer. Please contact Emerchants by phoning 1300 739 889 if you require any assistance accessing electronic statements.

17 Fees and other Costs

Emerchants reserves the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement cards and Emerchants is irrevocably authorised to debit your Stored Value with those fees. You will be advised by Emerchants of any applicable fees and other costs as published online and in the PIN Mailer.

18 Government fees and other Costs

Emerchants reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your Card by any government or by any regulatory authority. Emerchants is also irrevocably authorised to debit your Stored Value with those fees, other costs, duties and taxes.

19 Changes to Conditions of Use

We may change these Terms and Conditions and any information in this PDS relating to the Terms and Conditions (including fees and charges and load and transaction limits) at any time without your consent for one or more of the following reasons:

- (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice; or
- (b) to reflect any decision of a court, ombudsman or regulator; or
- (c) to reflect a change in our systems or procedures, for security reasons; or
- (d) as a result of changed circumstances (including by adding benefits or new features); or
- (e) to respond proportionality to changes in the cost of providing the Card; or
- (f) to make them clearer.

Except in the case of changes to fees and charges or the introduction of a new fee or charge and any changes that are not materially adverse, we will notify you at least 20 days before any changes to these Terms and Conditions take effect.

If the change involves an increase to our fees and charges or the introduction of a new fee or charge, we will give you notice at least 30 days before the change takes effect.

We will notify you of the above changes to these Terms and Conditions by sending a notice to you (either by giving it to you personally or by electronic communication) or by advertising in a national or local newspaper.

If a change to this PDS, including these Terms and Conditions, is not materially adverse, we may update the information by making information about the change available on the Website. You can obtain a paper copy of this information on request free of charge.

However, changes necessitated by an immediate need to restore or maintain the security of the system in which the Card is used can be made subject to the law and the ePayments Code without prior notice.

20 Other general conditions

These Conditions of Use govern the use of your Card.

You agree to return your Card upon cancelling your Card. You must notify us immediately of any change to your address and other contract details by using the contact details provided in this PDS. We will not be responsible if you do not receive any notice or correspondence that has been sent in accordance with the contact details you have provided.

21 Expiration of Card and agreement

The Card is valid until the expiry date shown on it. Your Card cannot be used after expiry. You cannot access any value loaded on the expired Card unless a replacement card is issued to you.

Unless a replacement card is issued to you at the time of expiry of the Card, a expired card fee may be applied against any Stored Value on the Card until the amount of the Stored Value is zero. Unless you use or withdraw any Stored Value, the remaining Stored Value at the time of expiry will be reduced over time by the amount of the monthly expired card fee and you will not be given any prior notice of this.

You may cancel your Card at any time by sending written notice to Emerchants. Your cancellation shall be effective 30 days after receipt by Emerchants.

If your Card has been cancelled or improperly maintained or used, or if you violate any provision of these Conditions of Use, or if Emerchants in our discretion so elect, we may at any time terminate our agreement with you.

Upon termination of our agreement with you, you agree to return the Card to us on demand.

22 Acknowledgment of transactions

You will receive, at the time of the transaction, an acknowledgment of point of sale device and ATM transactions. This is your official receipt for such transactions. In the event you wish to dispute a transaction you will be required to provide a receipt of the transaction. You understand and agree that a Card Statement will be made available to you electronically. The address to view statements on the Internet is the dedicated website for your Card (the details of which are set out in the PIN Mailer). You agree to inspect your Card Statement and notify us of any erroneous, improper, or unauthorised transactions.

23 Redemption of unused funds

If you can demonstrate the funds on your Card are not corporate funds, you will have 12 months from the date your Card expires to request a refund of any unused Stored Value. To obtain your refund, write to Emerchants at Level 2, 26 Commercial Road Newstead Brisbane 4006. Upon receipt of your written request, Emerchants will arrange a refund of any unused Stored Value remaining on your Card within 30 days. The fee for this refund request is \$10 AUD.

24 Disclaimer of liability

Emerchants make no representations, express or implied, including the warranty of merchantability or fitness for a particular purpose, with respect to any of the benefits of your Card or any related information provided or made available to you.

In particular, Emerchants is not liable:

- (a) if the Stored Value on your Card is not sufficient to cover a transaction;
- (b) if an Electronic Banking Terminal is unavailable or does not work correctly;
- (c) or any loss or failure as a result of events that are beyond our control;
- (d) if an ATM does not accept your Card;
- (e) for any disputes arising between you and the supplier of any goods or services;
- (f) for any loss as a result of a breach of these Conditions of Use by you or for any loss arising in connection with the Card; or
- (g) for any fees or costs imposed by a merchant;

Under no circumstances shall the ADI or Emerchants be liable for any special, incidental, or consequential damages.

Our liability in any event (other than in relation to unauthorised transactions for which you are not responsible) shall not exceed the amount of the Stored Value on your Card. If any warranties or conditions are implied into these Conditions of Use as a result of Part 2 of the Australian Securities and Investments Commission Act 2001 (Cth) or any similar law in respect of any services provided in connection with your Card, then our liability for a breach of such warranty or condition shall be limited to the supplying of the services again or the payment of the cost of having the services supplied again.

All conditions, warranties or other terms implied by law are, to the fullest extent permitted, excluded.

25 Communications

You agree that we may give written notices or other communications to you under or in connection with these Terms and Conditions (including information under the ePayments Code such as statements) by either:

- (a) sending the notice, information or communication using Electronic Communication; or
- (b) using Electronic Communication to notify you that the notice, information or communication is available from an electronic address (such as the Website)

You may vary your nominated email address for Electronic Communication by notifying us and satisfying us of your identity.

In addition, we may give you notices, information or other communications to you relating to the Card (including information under the ePayments Code such as statements):

- (a) by writing to you at your residential or postal address last known to us;
- (b) by giving it to you personally or leaving it at your residential or postal address last known to us;
- (c) by Electronic Communication to your email address or fax number last known to us or which you last gave us for sending notices and communications to you; or
- (d) if the notice or communication is not personal to you – by publishing a notice in a newspaper circulating nationally in Australia or by posting it to the Website.
- (e) If we give a notice, information or other communication to you:
- (f) electronically – you are taken to have received it on the day it is transmitted;
- (g) by writing to you – you are taken to have received it when it would be delivered in the ordinary course of the post; or
- (h) by giving it to you personally or leaving it for you – you are taken to have received it on the day of delivery.
- (i) You agree that, for the purpose of telephone communications originated or received by us and for the purpose of Electronic Communications received by us or through the Website, we:
- (j) may verify your identity by reference to any or all of the information given by you when applying for the Card or during Card activation or any changes made to this information; and
- (k) may proceed on the basis that we are satisfied by that verification.

26 Governing law

Your agreement with us and use of the Card (including these Conditions of Use) will be governed by the laws of Queensland, Australia.

27 Interpretation and definitions

ATM Automated Teller Machine.

Business Day Means a day that is not a Saturday, Sunday or public holiday being a day on which banks are open for general banking business in Brisbane, Queensland.

Card The prepaid, reloadable eftpos debit card issued by Emerchants to enable electronic access to your Stored Value via Electronic Banking Terminals.

Cardholder or **you** A person who has been issued a Card.

Card Statement An electronic statement of transactions completed with your Card.

Conditions of Use The conditions of use of your Card as set out in this Section Two and as modified, amended, repealed or replaced from time to time.

eftpos Electronic funds transfer at point of sale.

Electronic Banking Terminal An ATM or eftpos device included in an authorised interchange network.

Emerchants, us or we Emerchants Payment Solutions Limited ACN 131 436 532, AFSL 404131.

Personal Identification Number (PIN) Your four digit number used to access your Stored Value using your Card.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about you where your identity is apparent or can reasonably be ascertained from the information or opinion.

Processor The ADI or other nominated entity who is the holder of Stored Value.

Stored Value The total amount recorded by Emerchants as being available for use on your Card.

For the purposes of these Conditions of Use, a reference to:

(a) one gender includes the other gender;

(b) the singular includes the plural and the plural includes the singular; and

(c) 'day' means the 24 hour period commencing at midnight Australian Eastern Standard Time or Australian Eastern Daylight Savings Time (as the case may be) in Brisbane, Queensland.