

## **EML Pays-enabled Prepaid Mastercard Terms and Conditions**

The EML Pays-enabled 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. When we refer to the Pays, we are referring to Apple Pay, Google Pay or Samsung Pay and further, when we refer to a Device, we are referring to a mobile phone or wearable device that allows you to store a Card to the Device.

1. By allowing the addition of the Card into your Pays-enabled device, you agree to be bound by these Terms and Conditions.
2. The Card is a Mastercard prepaid card that can be used 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). The Card is not a credit card and 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. 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.
7. 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 EML Client Services immediately on 1300 739 889 during business hours or alternatively you can send an email to [support@emlpayments.com.au](mailto:support@emlpayments.com.au).
8. We are not liable in circumstances where you have other cards stored on your Device for payment and you inadvertently use the Card when using your Device as a payment method. You must ensure that you select the correct card prior to using your Device as a payment method.
9. We are not otherwise liable for the use, functionality or availability of a Device, the availability of merchants who allow the use of the Device and Card as payment, or a reduced level of service caused by the failure of third party communications and network providers (except to the extent deemed liable under the ePayments Code).
10. We are not liable for transactions on your Card if: a) your Device security measures are compromised; or b) where you allow others access to, or the means to access, your Device; or c) any other circumstances in which you allow others to circumvent the security measures of your Device.
11. 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 EML Client Services on 1300 739 889 during business hours or alternatively you can send an email to [support@emlpayments.com.au](mailto:support@emlpayments.com.au).

12. We may restrict or stop the use of the Card if suspicious activities are noticed by EML.
13. 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.
14. You are responsible for checking your transaction history, knowing the available balance and date of expiry for the Card, all of which will be available to you on your Device.
15. 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.
16. If you have a query about the Card, you should initially contact EML by phoning Client Services on 1300 739 889 during business hours. If you have a complaint relating to the Card, please contact EML at any of the following:  
  
Phone: 1300 739 889 from 8am – 5pm  
  
Monday to Friday (Sydney time)  
  
Email: [support@emlpayments.com.au](mailto:support@emlpayments.com.au)  
  
Mail: Locked Bag 5, Fortitude Valley BC, 4006
17. 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 <https://www.emlpayments.com/privacy>.
18. 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://www.emlpayments.com>.