

Eftpos Gift Card Conditions of Use (Terms & Conditions)

This Card is issued by Emerchants Payment Solutions Limited ABN 30 131 436 532, AFSL 404131 ('we/us/our'). In these conditions 'you' are the Card purchaser or user. Emerchants Payment Solutions Limited ("EPSL") is the issuer, distributor and promoter of the Card. If you acquire the Card you will have a contract with us.

1. Using the Card, you agree to be bound by these Terms and Conditions. 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 an eftpos prepaid gift card that is activated once funds are loaded onto it. It can be used for purchasing goods and services where eftpos prepaid cards are accepted for electronic transactions. The account type to be chosen at eftpos terminals is "savings". The card cannot be used at ATMs for online purchases 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. Please be aware some merchants may choose not to accept eftpos prepaid gift 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 valid for twelve (12) months from the date of activation 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 prepaid cards). We are not liable in any way when an authorisation is declined for any particular transaction regardless of reason.
6. The Card is like cash and may not be replaced if misused, lost, stolen or damaged. 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 Relations immediately on 1300 739 889 during business hours or alternatively you can send an email to support@emerchants.com.au.
7. 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, or have a complaint you can send an email to support@emerchants.com.au.
8. We may restrict or stop the use of the Card if suspicious activities are noticed.
9. Any refunds on Card transactions are subject to the policy of the specific merchant. 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.
10. You are responsible for checking your transaction history online and knowing your available balance. You can view your balance and transaction history at <https://sam.emerchants.com.au> (free of charge).
11. 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 <http://www.emerchants.com.au/privacy>.
12. We reserve the right to change these Terms and Conditions at any time. Any changes to the Terms and Conditions can be viewed at www.emerchants.com.au.