

# Prepaid Visa® Terms and Conditions

The Card is issued by Heritage Bank, a trading name of Heritage and People's Choice Ltd ABN 11 087 651 125, AFSL and Australian Credit Licence 244310 ("we/us/our") pursuant to license by Visa. In these conditions 'you' are the Card purchaser or user. EML Payment Solutions Limited ("EML") ABN 30 131 436 532, AFSL 404131 has developed the Card and promotes the Card. If you acquire the Card you will have a contract with us.

## Accepting the Card and agreeing to these Conditions of Use

1. By 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.

## How and where you can use the Card

2. The Card is a single load prepaid Visa that can be used for purchasing goods and services where Visa prepaid cards are accepted for electronic transactions (excluding transactions at ATMs or over the counter at financial institutions).
3. The card must be activated prior to use and expiry. To activate the Card, you must follow the activation steps provided to you by EML.
4. If the Card is not activated within the activation period, it will be closed, and the available balance will be forfeited.
5. When using the Card at point of sale, if required, press the Credit button to access the available balance.
6. The Card does not have cash out capability. You may not use the Card to withdraw cash.
7. The Card cannot be cancelled, used to obtain or redeem cash and cannot be used for making direct debit, recurring, or regular instalment payments. Use of the Card 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 to the extent that the liability is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents) (for example where the authorisation has been declined because of an act or omission on our part).
8. The Card is not a credit card and nor is it linked to a deposit account with us.

## Checking your Card balance and transaction history

9. You acknowledge and agree that we do not provide you with paper statements. Card transaction activity and balance information can be found by accessing <https://sam.emerchants.com.au/>.
10. You are responsible for checking your transaction history and knowing the available balance for the Card.

11. You are responsible for ensuring the availability of sufficient funds for all transactions. 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.
12. In the event the available amount on the Card is less than the purchase amount, some merchants may not allow the Cardholder to combine multiple payment types (such as cash, cheque or another payment card) to complete the transaction.

### Validity and Card Expiry

13. The Card is valid until the expiry date shown on the Card and cannot be used after expiry. After its expiry, or cancellation for non-activation, any balance will be forfeited, and the Card will be declined when presented for use. We will not give you any notice before this happens.
14. To check the Card expiry date, go to <https://sam.emerchants.com.au/>.

### Your Card, your responsibility

15. 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).
16. 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 Customer Support promptly on 1300 739 889 during business hours or alternatively, you can send an email to [support@emlpayments.com.au](mailto:support@emlpayments.com.au).
17. Except to the extent required by law, we are not liable for any loss or damage arising out of or in any way related to the use of the Cards, including:
  - a. if authorisation is declined for any transaction, except where the authorisation has been declined because of an act or omission on our part;
  - b. if you permit someone else to use the Card, you will be responsible for any transactions initiated by that person with the Card;
  - c. the availability of merchants who allow the use of the Card as payment;
  - d. reduced levels of service caused by the failure of third-party communications and network providers (except to the extent deemed liable under the ePayments Code),

except to the extent that the liability is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

18. Unauthorised transactions can happen using the Card if the Device it is lost or stolen, a personal identification number (“PIN”) is revealed to any other person, or because of fraud.

### Errors and complaints

19. If we discover an error in the amount of funds loaded, reloaded, received or used for any reason, we are authorised to rectify the error without further notice to you, including but not limited to debiting the equal amount of funds found in error from your Cards available balance.

20. If you notice any error relating to the Card or have a query about the Card, you should initially contact EML by phoning Customer Support during business hours. EML Customer Support can be contacted on:

Phone: 1300 739 889, or

Email: [support@emlpayments.com.au](mailto:support@emlpayments.com.au)

21. If you have a complaint relating to the Card, please contact EML on the number or email address above.

### Fees and Charges

22. We do not charge any fees for using the Card. However, to the extent permitted by law, 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.

23. 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.

### Refunds or exchanges

24. 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 then you will have no access to those funds.

25. You cannot “stop payment” on any transaction after it has been completed. 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 Customer Support.

### Privacy

26. Information will be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law, and where necessary to operate the Card and process transactions. Our Privacy Policy is available at <https://www.emlpayments.com/privacy>

## Changes to these Conditions of Use

27. We reserve the right to change these Terms and Conditions at any time. Except where we are required by a law or a Code to do so, or the change is materially adverse to you, you will not receive advance notice of such changes. If the change is materially adverse to you, we will notify you at least 14 days before the effective date of the change. However, if the change is made for one or more of the following reasons we can implement such change without prior notice:

- a. to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
- b. to reflect any decision of a court, ombudsman or regulator; or
- c. for security reasons where reasonably necessary to address security concerns or vulnerabilities.

28. Any changes to the Terms and Conditions can be viewed at <https://sam.emerchants.com.au/>.