

Uniting Goods and Services Digital Prepaid Card Terms and Conditions

These Terms and Conditions apply to your Uniting Good and Services digital prepaid card ("the Card"). The Card is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 ("EML") and distributed by Uniting (Victoria and Tasmania) Limited ABN 81 098 317 125 ("Uniting"). In these Card terms and conditions, "we", "us" or "our" means EML and Uniting; and "you", "your" or "user" means the cardholder. If you acquire the Card you will have a contract with us.

When we refer to the **App**, we refer to the EML Rewards App which is available on the Apple Pay and Google Play Store, when we refer to a **Digital Wallet**, we are referring to Apple Pay, Google Pay or Samsung Pay or any other digital wallet provider capable of provisioning the Card to your Device and when we refer to a **Device**, we are referring to a mobile or wearable device that allows you to store or otherwise add a Card to a Digital Wallet.

Accepting the Card and agreeing to these Conditions of Use

1. You agree to be bound by these Terms and Conditions by using the Card in any capacity including, but not limited to, provisioning the Card into your Device, using any Card features or completing a transaction with the Card.
2. Use and access to the Card is subject to your respective Device capability. This means your Device must have the ability to store the Card and make a purchase using a Digital Wallet.

How and where you can use the Card

3. The Card is a single load digital prepaid card that can be used for purchasing goods at specific merchants as defined on the [Escaping Violence Payment Program](#) website and cannot be used at ATMs or over the counter at financial institutions.
4. Attempts to use the Card at merchants that are not otherwise approved to accept the Card will result in a declined transaction.
5. The Card must be activated prior to use and expiry. To activate the Card, you must follow the activation steps provided to you in the SMS sent to your mobile phone when you were issued the Card.
6. When using the Card at point of sale, if required, press the Credit button to access the available balance.
7. The Card does not have cash out capability. You may not use the Card to withdraw cash.
8. The Card cannot be cancelled, used to obtain or redeem cash and cannot be used for making direct debit, recurring, or regular instalment payments.

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 your Digital Wallet or the App.
10. You are responsible for checking your transaction history and knowing the available balance for the Card, all of which will be available to you on your Device by accessing the Digital Wallet or the App.
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 within the App and cannot be used after expiry. After its expiry, or cancellation for non-activation, any balance will be forfeited to Uniting, 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 the App.

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 Uniting immediately during business hours, contact details are located on the [Escaping Violence Payment Program](#) website.
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. if you have other cards stored on your Device for payment and you inadvertently use the Card when using your Device as a payment method;
 - d. for the use, functionality or availability of a Device;
 - e. the availability of merchants who allow the use of the Device and Card as payment;
 - f. 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); or
 - g. if your Device security measures are compromised, you allow others access to your Device or to otherwise circumvent the security measures of your Device.
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 Uniting during business hours. Uniting can be contacted through the details on the [Escaping Violence Payment Program](#) website.
21. 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 (Queensland time)
Email: support@emlpayments.com.au.

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.

Refunds or exchanges

23. 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.
24. 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 Uniting Customer Support.

Privacy

25. 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 Policies are available at:

EML: <https://www.emlpayments.com/privacy>

Uniting: <https://www.unitingvictas.org.au/privacy/>

Changes to these Conditions of Use

26. We reserve the right to change these Terms and Conditions at any time. Any changes to the Terms and Conditions can be viewed on the App or at <https://sam.emerchants.com.au/>.