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# FBT Single Load Prepaid Card Terms and Conditions

The FBT Single Load Prepaid Salary Packaging Card ("FBT Card") is issued by EML Payment Solutions Limited ABN 30 131 436 532, AFSL 404131 ('EML/we/us/our'). In these conditions 'you' are the FBT Card purchaser or user. EML has developed and promotes the FBT Card and if you acquire one, you will have a contract with us.

# Accepting the Card and agreeing to these Conditions of Use

 By ordering an FBT Card, you agree to be bound by these Terms and Conditions and you must give these Terms and Conditions to the user of the FBT Card if that is not you. An FBT Card remains our property.

## How and where you can use the Card

- 2. The FBT Card is a Mastercard<sup>®</sup> single load Prepaid Card that can be used (after activation) for purchases that qualify as Salary Packaging/Living Expenses purchases outlined by your salary packaging provider and in accordance with the Australian Tax Office. Some merchants may choose not to accept Mastercard Prepaid cards.
- **3.** The FBT Card must be activated prior to use and expiry. To activate the FBT Card, you must follow the activation steps outlined in the letter sent to you containing the FBT Card.
- 4. When using the Card at point of sale, if required, press the Credit button to access the available balance.
- 5. The maximum balance that can be loaded onto an FBT Card is \$2,000.00.
- 6. The FBT 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.
- 7. The FBT 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 Mastercard prepaid cards). 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.
- 8. We may restrict or stop the use of an FBT Card if suspicious activities are noticed and will contact you promptly after we do so to advise you of next steps. If your card was lost or stolen, the terms in paragraph 12 will apply.
- 9. The FBT Card is not a credit card and nor is it linked to a deposit account with us.





# **Validity and Card Expiry**

- 10. The FBT Card is valid until the expiry date shown on the FBT Card and cannot be used after expiry. After its expiry, or cancellation, any balance will be forfeited, and the FBT Card will be declined when presented for use. We will not give you any notice before this happens.
- **11.** You can also check the expiry date free of charge at <u>https://sam.emerchants.com.au</u>.

#### Your Card, your responsibility

- **12.** You are responsible for all transactions on an FBT Card, except where there has been fraud, negligence or through breach of these Terms and Conditions by our staff or agents.
- **13.** Unauthorised transactions can happen the FBT Card it is lost or stolen, a personal identification number ("PIN") is revealed to any other person, or because of fraud.
- 14. If you notice any error relating to a FBT Card, you should notify EML immediately on 1300 739 889 during business hours or alternatively you can send an email to <a href="mailto:support@emlpayments.com.au">support@emlpayments.com.au</a>.

#### **Checking your FBT Card balance and transaction history**

- 15. You acknowledge and agree that we do not provide you with paper statements and You are responsible for checking your transaction history online and knowing your available balance. You can view your balance, transaction history and expiry date free of charge at <a href="https://sam.emerchants.com.au">https://sam.emerchants.com.au</a>.
- 16. You are responsible for ensuring the availability of sufficient funds for all transactions. The FBT 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.

### Lost, Stolen or Damaged Cards

- 17. The FBT Card is like cash and is not refundable. We have no obligation to replace or refund value for misused, lost, stolen or damaged FBT Cards.
- **18.** We will replace a lost, stolen, or damaged FBT Card, including where the FBT Card is not delivered to you despite the correct postal address for delivery having been supplied to us.
- 19. In circumstances where a replacement FBT Card is issued, a fee of \$9.94 will be charged to you for the replacement card (for a full breakdown of fees, see the fee table at paragraph 23 below) and the replacement FBT Card will be loaded with the value remaining on the card at the time it was cancelled by us, damaged (less the \$9.94 replacement fee) or following notification of the card being reported lost or stolen. Even if the funds on the FBT Card were stolen by the time we cancelled the card, those stolen funds will not be refunded.
- **20.** Issuing a replacement FBT Card will not alter the original expiry date for the card.



## **Refunds or exchanges**

- 21. You cannot "stop payment" on any transaction after it has been completed. If you have a problem with a purchase made with an FBT 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 <a href="mailtosupport@emlpayments.com.au">support@emlpayments.com.au</a> or contact EML by phoning 1300 739 889.
- 22. Any refunds on FBT Card transactions are subject to the policy of the specific merchant. If the FBT Card expires or is revoked before you have spent any funds resulting from a refund then you will have no access to those funds.

### **Fees and charges**

23. All fees will be deducted directly from the balance available on an FBT Card and are as follows:

Fees	Fee (GST Inclusive)	Details
Card Fee (per card loaded with maximum \$2000.00)	\$9.94	Charged at the time of purchase of each individual FBT Card.
Lost/Stolen Card Fee	\$9.94	Deducted directly from the available FBT Card balance where we provide a replacement FBT card.
Mastercard Foreign Exchange Fee	2.99%	Foreign exchange conversion fee applied to transactions in any currency other than Australian dollars and calculated on the Australian dollar transaction amount and debited to the FBT Card.

# **Privacy and Confidentiality**

24. Your Personal Information (as defined in the *Privacy Act 1988* (Cth)) will be disclosed to third parties about the FBT Card, or transactions made with the FBT Cards, whenever required by law, and also where necessary to operate the FBT Card and process transactions. A full privacy policy can be viewed at <a href="https://www.emlpayments.com/privacy">https://www.emlpayments.com/privacy</a>.

### **Changes to these Terms and Conditions**

**25.** We reserve the right to change these Terms and Conditions at any time. Any changes to the Terms and Conditions can be viewed at <a href="https://sam.emerchants.com.au">https://sam.emerchants.com.au</a>.