

Prepaid Digital Mastercard Gift Card

Terms and Conditions

These Terms and Conditions apply to your Prepaid Digital Mastercard Gift Card ("Card") issued to you as part of the Microsoft refund process.

The Card is issued by EML Payment Solutions Limited ("EML") ABN 30 131 436 532, AFSL 404131, pursuant to license by Mastercard Asia/Pacific Pte. Ltd. EML fulfils the distribution of Cards on behalf of Microsoft Corporation (Washington State UBI: 600413485) ("Microsoft"), based on Microsoft's instructions. Microsoft is responsible for determining eligibility and initiating the distribution of Cards.

In these Card Terms and Conditions, "we", "us" or "our" means EML and Microsoft; and "you", "your" or "user" means the cardholder. If you acquire the Card you will have a contract with us.

When we refer to a **Card**, it means the digital card issued by EML. Where we refer to **Card Details**, we are referring to the Card number, expiry date and the 3-digit CVV number (security number).

When we refer to a **Tokenised Card** it means a Card that has had sensitive personal information (including, but not limited to, a PAN) substituted for a unique identifier (token) and stored within a Device Wallet for you to use as payment.

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. 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.

Where we refer to the **App**, we are referring to the Get My eCard app.

Accepting the Card and agreeing to these Terms and Conditions

1. You agree to be bound by these Terms and Conditions by using the Card in any capacity including, but not limited to, using any Card features, provisioning the Card into your Device, or completing a transaction with the Card.
2. If you allow other users of the Card, you must provide them with these Terms and Conditions.
3. The Card remains our property.

How and where you can use the Card

4. The Card is a single-load digital Mastercard Prepaid gift card that you can use for purchasing goods and services where Mastercard Prepaid gift cards are accepted for electronic transactions (excluding transactions at ATMs or over the counter at financial institutions).
5. The Card Details will be available to view on the App.
6. You may add the Card to a Digital Wallet. Use and access to the Tokenised 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.

Limitations of the Card

7. The Card is loaded with an available balance at the time you acquire it. The Card is not reloadable.
8. The Card is not a credit card and nor is it linked to a deposit account with us or any financial institution.
9. The Card cannot be used to obtain or redeem cash. You may not use the Card to withdraw cash. The Card cannot be used at ATMs or over-the-counter at financial institutions.
10. The Card cannot be cancelled by you.
11. The Card cannot be used for making direct debit, recurring, or regular instalment payments.
12. 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 where the authorisation has been declined because of an act or omission on our part. If you have a complaint or concern about goods or services purchased with the Card, you must resolve this directly with the merchant.

Transaction and balance limits

13. You can check the available balance on the Card by using the App. The Card may be used on more than one occasion but cannot be used to make transactions that exceed the available balance. Where a purchase exceeds the available balance, you will need to pay the difference using another payment method, if the merchant agrees. In the event the available amount on the Card is less than the purchase amount, some merchants may not allow you to combine multiple payment types (such as cash, cheque or another payment card) to complete the transaction.
14. A maximum of 25 transactions per day is allowed.

Checking your Card balance and transaction history

15. You acknowledge and agree that we do not provide you with paper statements. Card transaction activity and balance information can be found by accessing the App.
16. You are responsible for checking your transaction history and knowing the available balance for the Card.

Validity and Card Expiry

17. The Card is valid for three (3) years until the expiry date shown in the App or in your Digital Wallet on your Device. The Card cannot be used after expiry and cannot be replaced.
18. To check the expiry date, you can go to the App or view the expiry date on the Card in your Digital Wallet.
19. The Card cannot be used after expiry. After its expiry, any remaining balance will be forfeited to EML, and the Card will be declined when presented for use. We will not give you any notice before this happens.

Your Card, your Responsibility

20. The Card is like cash. Unauthorised transactions can happen using the Card if the Card is lost or stolen, a personal identification number ("PIN") is revealed to any other person, or because of fraud.
21. You are responsible for all transactions on the Card, except where there has been fraud, negligence or wilful misconduct by us (including that of our officers, employees, contractors or agents).
22. To the extent permitted by law, 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). You should not interpret anything in these Terms and Conditions as excluding, restricting, or modifying any guarantee, condition, or warranty which is implied by the Australian Consumer Law. Where we are liable for a breach of these Terms and Conditions, then our liability is limited to:
 - a. the supplying of the services again; or
 - b. the payment of the cost of having the services supplied again.
23. Except to the extent caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents), we are not liable for any loss or damage arising out of or in any way related to the use of the Card, 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 or Device for payment;
 - d. reduced levels of service caused by the failure of third-party communications and network providers;
 - e. in relation to Tokenised Cards;
 - i. 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;
 - ii. for the use, functionality or availability of a Device; or
 - iii. if your Device security measures are compromised, you allow others access to your Device or to otherwise circumvent the security measures of your Device.

Refunds or exchanges

24. Any refunds on Card transactions are subject to the policy of the specific merchant. For example, 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 then you will have no access to those funds.

Enquiries, errors and complaints

25. If you notice an error relating to the Card or have a query about the Card, please contact us using the details below:

Australia

Email: support@emlpayments.com.au

Phone: 1300 973 080

Website: <https://www.emlpayments.com/customer-support/>

New Zealand

Email: support@emlpayments.co.nz

Phone: 0508 973 080

Website: <https://www.emlpayments.com/customer-support/>

26. If your enquiry relates to Microsoft products or services, or to your entitlement to a Prepaid Digital Mastercard Gift Card, please contact Microsoft directly through <https://support.microsoft.com/>.
27. 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@emlpayments.com.au or support@emlpayments.co.nz.
28. 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.

Fees and Charges

29. 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.

Privacy and confidentiality

30. 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>

Microsoft: <https://www.microsoft.com/en-us/privacy/privacystatement>

Suspension of Card

31. We may cancel or suspend your use of the Card and/or end this agreement with at least 14 days' notice to you. However, we may cancel or suspend your use of the Card and/or end this agreement immediately and without prior notice if:
- a. we have reason to suspect the Card has been or is likely to be misused;
 - b. you breach any of these Terms and Conditions and we reasonably consider that this is likely to have a material impact on your ability to meet the obligations of these Terms and Conditions;
 - c. we reasonably suspect any illegal use of the Card, such as fraud or criminal activity; or
 - d. you gave us false, inaccurate or incomplete information in relation to the Card.
32. Where these Terms and Conditions permit us to suspend a transaction or your use of the Card for any reason, we will investigate the grounds for the suspension as soon as reasonably practicable. Where we are reasonably satisfied that there is no ground to continue the suspension, it will be released as soon as practicable.
33. If we fail to exercise or delay in exercising any of our rights under these Terms and Conditions, that failure or delay does not constitute a waiver of our rights.

Changes to these Conditions of Use

34. We reserve the right to change these Terms and Conditions at any time. Except where we are required by a law to do so, or the change is materially adverse to you, you will not receive advance personal 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, or guidance;
 - 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.
35. If you do not accept the updated Terms and Conditions, you should cease using the services. The current version of these Terms and Conditions can be viewed on the App.
36. These Terms and Conditions are governed by the law of Queensland.