



Cash Converters Card

The Product Disclosure Statement for the
Cash Converters Card consists of two parts:

- 1. Part A – General Information and Terms and Conditions**
(This document); and
- 2. Part B – Cardholder Fees and Charges**
(The PIN Mailer)

Dated 18 January 2016

Contents

Section A General Information	2
1. Introduction	2
2. Electronic Statements	2
3. Changes To This PDS	2
4. General Product Description	2
5. Parties involved in the Issue and distribution of the Card	2
6. Roles Of The Card Distributor and Issuer	3
7. Significant Benefits To Cardholders	3
8. Significant Risks To Cardholders	3
9. Important information about the Financial Claims Scheme	3
10 Other Important Information	3
11. Problems Or Disputes	4
Section B Terms and Conditions	4
12. Terms and Conditions	4
12.1. Definitions	4
12.2. Overview	5
12.3. The Card	5
12.4. Using the Card	5
12.5. Fees and Charges	6
12.6. Loading of Value	6
12.7. Limitations of Use of the Card	7
12.8. PIN	7
12.9. PIN Reveal	7
12.10. Security	7
12.11. Loss, Theft and Misuse of Cards	7
12.12. Replacement of Cards	7
12.13. Liability for Unauthorised Transactions	7
12.14. Transactions	7
12.15. Card Expiry	8
12.16. Card Revocation and Cancellation	8
12.17. Accessing your Available Balance if your don't have a current Card	9
12.18. Liabilities and Disclaimers	9
12.19. Anti-Money laundering and counter terrorism financing obligations	10
12.20. Privacy and Information Collection	11
12.21. Communications	11
12.22 Keeping your contact details up to date	12
12.23. Changes to these Terms and Conditions	12
12.24. The Website	12
12.25. Governing Law	12

Section A General Information

1. Introduction

About this Product Disclosure Statement

This document (comprising Section A and Section B) forms part of the Product Disclosure Statement ("PDS") for the Cash Converters Card (the "Card"). The PDS for the Card comprises of this document and a separate covering letter ("PIN Mailer") that contains additional important information regarding your Card, including the fees and other costs that apply to your Card. You should read both documents in full before using your Card.

This Product Disclosure Statement is issued by Emerchants Payment Solutions Limited ABN 30 131 436 532 ("Emerchants"/ "we"/ "us").

This PDS is an important document designed to assist you in deciding whether to acquire the financial product to which it relates – the Cash Converters Card.

Your contract with us for the Card is comprised of this PDS document incorporating the Terms and Conditions, which contains important information regarding the Card.

The information in this PDS does not take into account your individual objectives, financial situation or needs. Any advice in this PDS is general advice only. You should consider the appropriateness of any general advice to your circumstances before acting on it.

2. Electronic Statements

By successfully applying for and using the Card, you acknowledge that we do not provide and you will not receive paper statements. Electronic statements showing the Card's transactions and Available Balance are available for viewing and printing from the Website shown on the PIN Mailer. Please contact Emerchants by phoning 1300 739 889 if you require any assistance accessing electronic statements.

3. Changes To This PDS

The information in this PDS is subject to change from time to time and is correct and current as at the date stated on the front cover. Where the new information is materially adverse information we will either issue a new PDS or a supplementary PDS setting out the updated information. Where the new information is not materially adverse information we will not issue a new PDS or supplementary PDS to you, but you will be able to find the updated information via the Website. Alternatively, you may request a paper copy of this information free of charge from Emerchants by phoning 1300 739 889.

4. General Product Description

The Card is a prepaid eftpos debit card. The Card provides you with the means to receive your Cash Converters Loan as well as keep track of and enjoy access to your Available Balance anywhere in Australia where prepaid eftpos debit cards are accepted.

Cash Converters and its associated companies are the providers of the Cash Converters Loans and other credit facilities for which funds are loaded onto the Card. Emerchants does not provide credit services in relation to, and is not responsible for, the Cash Converters Loans. In particular, Emerchants is not an Australian credit licensee nor a representative of Cash Converters in relation to the Cash Converters Loans.

This PDS relates only to the Card and does not contain any information about the Cash Converters Loans. You will have separately received certain disclosures and documentation relating to your Cash Converters Loan from Cash Converters. All queries, concerns and complaints in relation to your Cash Converters Loan should be directed to Cash Converters.

The remuneration received by Cash Converters and its associated companies for the provision of the credit facility/loan monies is disclosed in their credit contract and has no relation to the issue of the Cash Converters Card. Cash Converters and its associated companies do not receive a split of the Cash Converters Card fees and charges.

Your Card can only be loaded with funds from your Cash Converters Loan within the transaction limits listed in Section 12.7 of the Terms and Conditions in Section B. Cardholders are not permitted to load or transfer any personal funds onto their Card.

The Card is not a credit or charge card and the Card's Available Balance does not earn interest.

5. Parties involved in the Issue and distribution of the Card

The issuer of the Card is Emerchants Payment Solutions Limited ABN 30 131 436 532 and if you acquire the Card you will have a contract with Emerchants. Emerchants is the holder of Australian Financial Services Licence ("AFSL") number 404131. Under its AFSL, Emerchants is authorised to provide financial services including arranging for the issue of non-cash payment facilities such as the Card. When providing financial services in relation to the Card, Emerchants acts on its own behalf.

Emerchants can be contacted via:

Phone: 1300 739 889 between 8:30am to 5pm Queensland time

Mail: Level 2, 26 Commercial Road Newstead 4006

Email: support@emergchants.com.au

Internet: www.emergchants.com.au

Cash Converters and its associated companies are authorised representatives of Emerchants and are authorised by Emerchants to arrange for the issue of the Card. When providing financial services in relation to the Card, Cash Converters acts on behalf of Emerchants.

Cash Converters can be contacted via:

Phone: 08 9221 9111

Email: cardassist@cashconverters.com

Website: www.cashconverters.com.au/contact-us

6. Roles Of The Card Distributor and Issuer

Emerchants is responsible for the issue and distribution of the Card. Cash Converters provides customer service support for Cardholders, including the online and telephone systems to allow Cardholders to check their Available Balance and transaction history.

The Available Balance on your Card is held in a special purpose account maintained by Cuscal Limited ABN 95 087 822 455 AFSL 244116 ("Cuscal"). Cuscal is responsible for the settlement of transactions using the Card, but may outsource these functions to other service providers.

Neither Cash Converters, nor anyone else acting on its behalf, has the authority on behalf of Emerchants to:

- tell you anything about the Card that is inconsistent with the information in this PDS;
- give you personal financial product advice (that is, a recommendation or statement of opinion intended or that could be reasonably regarded as being intended to influence you in making a decision) about the Card; and
- do anything else on Emerchants behalf, other than marketing, arranging for the issue of and providing customer services for the Card.

7. Significant Benefits To Cardholders

The significant benefits of the Card are as follows:

- the Card is a prepaid eftpos debit card which means that it can be used to pay for goods and services from merchants in Australia who accept prepaid eftpos debit cards;
- the Card can be used to withdraw cash at participating ATM's who accept prepaid eftpos debit cards around Australia;
- the Card can be loaded with Cash Converters Loan funds as many times as you like during its currency and within the applicable limits set out in 12.7; and
- you can access only the value that you have loaded to the Card. It is not a credit Card.

8. Significant Risks To Cardholders

Some of the risks that may be associated with the use of the Card are outlined below.

The risks described are intended to be a summary of the major risks associated with the Card and are not exhaustive. There may be other risks that relate to the use of your Card.

Significant risks to cardholders are:

- the ability to access the Available Balance on your Card is ultimately dependent on Cash Converters transferring the Cash Converters Load funds to Cuscal. Accordingly, if Cash Converters becomes insolvent or if there is otherwise a delay in the transfer of your Available Balance, there is a risk you may not be able to access the Available Balance on your Card;
- the Card will expire at the date shown on the front of the Card. You cannot access any Available Balance on the expired Card;
- Unauthorised Transactions can happen using the Card if it is lost or stolen, a personal identification number ("PIN") is revealed to any other person, or as a result of fraud;
- unintended transactions can happen if electronic equipment with which the Card is being used is operated incorrectly or incorrect details are input;
- you might not be able to get your money back if Unauthorised Transactions or unintended transactions occur;
- if the electronic network enabling the use of the Card is unavailable, you may not be able to undertake transactions or get information using the Card;
- the Card could be lost, destroyed or stolen; and
- the Financial Claims Scheme does not apply in relation to the Card or your Available Balance.

9. Important information about the Financial Claims Scheme

The Financial Claims Scheme is a scheme administered by the Australian Prudential Regulation Authority (APRA) to protect depositors of authorised deposit-taking institutions (such as Cuscal) from potential loss due to the failure of these institutions. For more information, see APRA's website at: <http://www.apra.gov.au>

As the Financial Claims Scheme only applies to deposits and your Available Balance is not a deposit with Cuscal, the Financial Claims Schemes would not apply in relation to the Card or your Available Balance in the event of Cuscal's failure.

10. Other Important Information

There are some other important things you need to be aware of about the Card:

- it does not generate any interest or other return to the holder. In other words, you do not earn interest on the Available Balance of your Card;
- although Cuscal is an authorised deposit-taking institution carrying on a banking business in Australia, the acquisition of, or Available Balance on, the Card does not represent a deposit with or investment in Cuscal;
- you do not become a depositor with Cuscal by holding the Card. If you have another deposit account with Cuscal or related party, the funds credited to the Card are not counted in working out how much money you may have on deposit with Cuscal for any purpose;

- value loaded on the Card from your Cash Converters Loan will usually become available for use by you immediately for in-person transactions;
- press the Savings button at point of sale terminals and ATM's in order to access the Available Balance; and
- the method of communication that Emerchants will use to give you information, including information under the ePayments Code, will be Electronic Communication.

11. Problems Or Disputes

If you have a query about the Card, you should initially direct the query to Cash Converters. When you provide feedback to us, we have the opportunity to improve our services to you. You can contact Cash Converters from anywhere in Australia during business hours by:

Phone: 08 9221 9111

Email: complaints@cashconverters.com

Website: www.cashconverters.com.au/contact-us

If you are unable to resolve your issue with Cash Converters directly, you can escalate your enquiry to Emerchants. Emerchants will aim to resolve the matter on your initial contact. However, if the matter cannot be resolved immediately, we will commit to taking the following steps:

- letting you know who is handling your complaint;
- keeping you informed of what is happening; and
- aiming to resolve your complaint within 21 Business Days.

Once your complaint is resolved, we will check with you to make sure you are satisfied with how your complaint was handled.

Where your Card is used for Unauthorised Transactions, we will seek to reverse the transaction if we can under the Eftpos Scheme Rules. Your ability to dispute a transaction or reverse an Unauthorised Transaction may be lost if you do not notify us immediately. It is your responsibility to regularly review your online transaction history to identify Unauthorised Transactions. Under these Terms and Conditions, we may not be responsible for any loss to you if you do not dispute an Unauthorised Transaction within 45 days.

If we are unable to resolve your complaint to your satisfaction within 45 days, you may be eligible to escalate the complaint to Emerchants' external dispute resolution service. The external dispute resolution service is:

Financial Ombudsman Service Limited ABN 67 131 124 448 at:

Mail: GPO Box 3, Melbourne VIC 3001;

Phone: 1300 78 08 08

Fax: (03) 9613 6399

Email: info@fos.org.au

Section B Terms and Conditions

12. Terms and Conditions

12.1 Definitions

AFSL means Australian Financial Services Licence.

ATM means Automated Teller Machine that accepts cards with the eftpos brand for cash withdrawals.

Available Balance means the monetary value recorded by us or our agent as available for transactions, less any purchases, authorisations, cash withdrawals, fees and charges or other amounts debited under the Terms and Conditions.

Card means the prepaid eftpos debit card referred to as the Cash Converters Card issued by Emerchants as a means of receiving a Cash Converters Loan.

Cardholders means Cash Converters customers who have elected to receive their Cash Converters Loan funds on a Card.

Cash Converters means Cash Converters (Cash Advance) Pty Ltd ABN 69 127 866 308 and certain other entities that operate under the "Cash Converters" brand and have entered into an arrangement with Emerchants in relation to the distribution of Cards.

Cash Converters Loan means a loan or other credit facility made available to you by Cash Converters.

Cuscal means Cuscal Limited ABN 95 087 822 455, AFSL 244116.

eftpos/POS means electronic funds transfer at point of sale.

Eftpos Scheme Rules means the Eftpos Scheme Rules and the Eftpos Technical Operational and Security Rules.

ePayments Code refers to the amended code formerly known as the Electronic Funds Transfer Code of Conduct issued by the Australian Securities & Investments Commission on 1 April 2001, as amended on 20 March 2013, and includes any subsequent amendments or replacements.

Electronic Communication means a message which is sent to you and which you receive electronically, in a form that you can retain for later reference such as by printing or by storing for later display.

Emerchants means Emerchants Payment Solutions Limited ABN 30 131 436 532, AFSL 404131.

Financial Claims Scheme means the scheme administered by the Australian Prudential Regulation Authority (APRA) to protect depositors of authorised deposit-taking institutions

(such as Cuscal) from potential loss due to the failure of these institutions.

Funds Transfer Request Approval Form has the meaning given to it in section 12.17.

Identifier means information that you know but are not required to keep secret and which you must provide to perform a transaction (for example, a Card number).

Negative Balance means a negative rather than a positive Available Balance.

Pass Code means a password or code that you must keep secret, that we may be required to authenticate your identity or a transaction. Examples include your PIN and any access code required to allow online access to your Card details.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about you when your identity is apparent or can reasonably be ascertained from the information or opinion.

PIN means the four digit personal identification number which we issue to you to access some of the Card services, including withdrawing cash from an ATM.

PIN Mailer refers to Part B of the PDS, the letter sent to each Cardholder including the PIN, the Card and instructions on how to use the Card.

POS Transaction means Point of Sale transactions.

Product Disclosure Statement means this document and Part B Cardholder Fee and Charges (PIN Mailer).

Security Requirements means the Security Requirements described under clause 12.10 "Card Security".

Terms and Conditions means Section B of this document.

Unauthorised Transaction means a transaction not authorised by you, but does not include any transaction carried out by you or by anyone performing the transaction with your knowledge and consent.

we, us, our means Emerchants and, except where the context indicates a different intention, also includes any agent acting on behalf of Emerchants, including Cash Converters.

Website means <https://card.cashconverters.com.au>, the secured web site for your Card shown on the PIN Mailer and any additional or replacement website we notify you as the Website for the purposes of these Terms & Conditions from time to time.

You refers to a person who has opted in for and been (or is to be) issued the Card. Any other grammatical form of the word "you" has a corresponding meaning.

12.2 Overview

These Terms and Conditions govern the use of the Card. Please read them carefully and keep a copy for your records. By signing the back of the Card or using the Card, you agree to be bound by these Terms & Conditions. You also acknowledge and agree to the disclosures and other information contained in the Product Disclosure Statement. Those disclosures and information form part of the agreement between you and Emerchants and Cuscal except to the extent that these Terms and Conditions provide otherwise or qualify the disclosures and information.

Important points to remember to safeguard your Card:

- sign your Card immediately when you receive it;
- memorise your PIN and never store it with or near your Card;
- never write your PIN on your Card;
- never lend your Card to anyone;
- never communicate your PIN;
- try to prevent anyone else seeing you enter your PIN into an ATM or eftpos device ("i.e. an electronic banking terminal");
- never leave your Card unattended, e.g. in your car or at work;
- immediately report the loss, theft or unauthorised use of your Card to Emerchants on 1300 739 889;
- examine your account statement online to identify and report, as soon as possible, any instances of unauthorised use; and
- for security reasons, on the expiry date destroy your Card by cutting it diagonally in half.

12.3 The Card

- the Card is a prepaid eftpos debit card and Cash Converter Loan funds must be loaded to the Card before the Card can be used. Cardholders are not permitted to load or transfer any personal funds onto their Card;
- the Card can be loaded with Cash Converters Loan funds only in accordance with these Terms and Conditions;
- the Card allows cash withdrawals at ATM's and in person purchases to be made wherever in Australia prepaid eftpos debit cards are honored for transactions if a sufficient Available Balance exists for the amount of the transaction;
- the Card is not a credit card;
- the Card is not a facility by which Emerchants takes other deposits from you;
- there is no interest payable to you on the credit balance on the Card; and
- the Card remains the property of Emerchants and you must surrender the Card to us if we ask for it to be surrendered.

12.4 Using the Card

- upon your election to receive funds from your Cash Converters Loan onto your Card, you will be registered as the Cardholder by Cash Converters
- upon registration, your Card will be activated and ready for use;

- the Card can be used for in person transactions anywhere in Australia prepaid eftpos debit cards are accepted to pay for goods and services. Some merchants may choose not to accept prepaid eftpos debit cards;
- when using your Card in person at a retailer select “Savings”. You will need to enter your 4 digit PIN to complete the transaction;
- the Card cannot be used for online or over the phone transactions;
- you agree not to make or attempt to make transactions that exceed the Available Balance;
- if you make or attempt to make any transactions that exceed the Available Balance then you will be liable for any Negative Balance, along with any costs or interest we incur in recovering or attempting to recover from you the amount owing;
- if a Negative Balance arises, that does not mean that a Negative Balance will be allowed to arise or be increased on subsequent occasions;
- Cash Converters or Emerchants may restrict or stop the use of the Card if excessive uses of the Card or other suspicious activities are noticed;
- 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 should contact Emerchants. You should not, in any circumstances, contact eftpos Payments Australia Limited ABN 37 136 180 366;
- if you are entitled to a refund for any reason relating to a Card transaction, you agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to the Card, cash refund or in store credit. If the Card is expired or revoked before you have spent any value loaded to the Card 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 unless a replacement Card has been issued to you;
- we are not liable in any way when an authorisation is declined for any particular transaction regardless of reason;
- the Card may be used at ATM's that accept prepaid eftpos debit cards. ATM transaction fees and charges may apply. These are in addition to any ATM operator fees that vary by ATM operator. All ATM fees and charges will be automatically debited against the Available Balance. After the Available Balance has been exhausted or if there are insufficient funds for the payment of ATM fees and charges for a transaction in addition to the amount of a withdrawal, the ATM transaction will be declined;
- if you permit someone else to use the Card, you will be responsible for any transactions initiated by that person with the Card;
- you may not make pre-authorised regular payments through the use of the Card; and
- your Card may not be used for any direct or recurring debit payments or for any mail or telephone order transactions.

12.5 Fees and Charges

Details of the fees and other costs that apply to your Card are set out in the PIN Mailer. We may deduct any fees and other costs payable by you from the Available Balance on your Card and reduce the Available Balance accordingly.

In some circumstances (for example, where a transaction is processed in an offline environment or where you incur a fee or charge), the balance of your Card may fall into negative (meaning there may become less than \$0.00 value remaining on your Card).

Emerchants reserves the right to charge a fee for any transaction at an Electronic Banking Terminal or for issuing additional or replacement Cards and Emerchants is irrevocably authorised to debit your Available Balance with those fees.

Emerchants reserves the right to pass on to you fees, charges, duties and taxes that are imposed on the use of your Card by any government, Scheme or by any regulatory authority. Emerchants is also irrevocably authorised to debit your Available Balance with those fees, other costs, duties and taxes.

We may vary the fees and other costs (including by increasing or decreasing existing fees or costs or introducing new fees or costs) that apply to your Card at any time. You will be given prior written notice of any changes in the fees and other costs that apply to your Card.

12.6 Loading of Value

Available Balance, in the form of a Cash Converters Loan, can be loaded to your Card only as specifically provided in these Terms and Conditions and subject to the limits shown in Section 12.7.

The minimum value that can be loaded to your Card at any one time is \$10.00 (Australian dollars).

12.7 Limitations of Use of the Card

The following limitations apply to the Card:

- the Card may not be used for, and authorisation may be declined for, any illegal transactions; and
- some retailers may choose not to accept prepaid eftpos debit cards.

Load/transaction	Limit
Point of Sale Limits	
Maximum Point of Sale per transaction	\$2,500.00
Daily Point of Sale Limit (including ATM Withdrawal transactions)	\$5,000.00

Maximum number of transactions per day (including POS and ATM Transactions)	10
ATM Withdrawal Limits	
Minimum ATM withdrawal amount per transaction	\$20.00
Maximum ATM withdrawal amount per transaction	\$2,000.00
Maximum number of ATM transactions per day	10
Account Limits	
Maximum card balance at any one time	\$5,000.00

12.8 PIN

Your PIN has been provided to you in the PIN Mailer. You must not disclose your PIN to any other person.

12.9 PIN Reveal

to retrieve your PIN go to <https://pin.emerchants.com.au>;

- you will be prompted to enter your 16 digit Personal Account Number (PAN) along with personal details to verify your identity;
- following verification of your identity a security number will be sent to either your email as registered with the Card. The security number will be required to allow you to access your PIN;
- fees and charges may apply, please see your PIN Mailer; and
- if you have any technical difficulty retrieving your PIN please contact Emerchants on 1300 739 889.

12.10 Security

You must make sure that you keep the Card, Identifiers and any PIN's safe and secure. The precautions we require you to take (Security Requirements) are set out below.

You must not:

- allow anyone else to use the Card;
- interfere with any magnetic stripe or integrated circuit on the Card;
- unnecessarily disclose the Card number;
- write the PIN on the Card;
- carry the PIN with the Card;
- record the PIN on anything carried with the Card or liable to loss or theft simultaneously with a device, unless you make a reasonable attempt to protect the security of the PIN; or
- voluntarily disclose the PIN to anyone, including a family member or friend.

12.11 Loss, Theft and Misuse of Cards

If you know or have reason to suspect that the Card is lost or stolen or damaged, likely to be misused or you have reason to suspect that someone else may know the PIN or Identifiers, you must immediately notify Cash Converters or Emerchants. We will then suspend the relevant Card to restrict further use.

You may be required to confirm details of the loss, theft or misuse in writing (and to provide particular information in the confirmation) and you must comply with that requirement.

If any lost Card is subsequently found it must not be used.

Should the Card be retained by any ATM, the Card is deemed to be lost or stolen and hence cannot be recovered. In that event, you will need to contact Cash Converters or Emerchants on 1300 739 889 and arrange to be issued with a new Card.

12.12 Replacement of Cards

If your Card is misused, lost or stolen, you should notify Cash Converters or Emerchants in accordance with clause 12.11 so that your Card can be cancelled and a replacement Card can be arranged. Cash Converters will arrange the registration and activation of the new card in accordance with clause 12.4. A replacement card fee may apply (see the fees and charges in the PIN Mailer).

12.13 Liability for Unauthorised Transactions

Your liability for losses arising from Unauthorised Transactions will be determined under the ePayments Code.

You will not be liable for losses resulting from Unauthorised Transactions where it is clear that you have not contributed to the loss.

You will not be liable for losses resulting from Unauthorised Transactions that are caused by:

- fraud or negligence by our employees or agents, a third party involved in networking arrangements, or a merchant or their employee or agent;
- a Card, Identifier or Pass Code which is forged, faulty, expired or cancelled;
- a transaction requiring the use of a Card and/or Pass Code that occurred before you have received the Card and/or Pass Code (including a reissued Card and/or Pass Code);
- a transaction being incorrectly debited more than once to your Card; or
- an Unauthorised Transaction performed after you have informed us that your Card has been misused, lost or stolen, or the security of a Pass Code has been breached.

You are not liable for loss arising from an Unauthorised Transactions that can be made using an identifier without the Card or a PIN. Where a transaction can be made using a Card, or

a Card and an identifier, but does not require a PIN, you are liable only if you unreasonably delay reporting the loss or theft of the Card.

You are liable for loss resulting from an Unauthorised Transaction if we can prove on the balance of probability that you contributed to the loss through fraud or breaching section 12.10 and 12.11 of these Terms and Conditions. In those circumstances you are liable in full for the actual losses that occur before the loss, theft or misuse of a Card or breach of PIN security is reported to us but:

- you are not liable for the portion of losses incurred on any one day in excess of any applicable daily transaction limit; and
- you are not liable for the portion of losses incurred in any period in excess of any applicable periodic transaction limit; and
- you are not liable for the portion of losses that exceeds the Available Balance; and
- you are not liable for the portion of losses incurred if we and you have not agreed that the Available Balance could be accessed using the Card or identifier and/or PIN used to perform the transaction.

You will be liable for losses arising from an Unauthorised Transaction that occurs because you contributed to losses by leaving a physical Card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a Card being left in the ATM.

You will be liable for losses arising from an Unauthorised Transaction if we can prove on the balance of probability that you contributed to those losses by unreasonably delaying reporting the misuse, loss or theft of a Card, or that the security of all PINs has been breached. In those circumstances, you are liable in full for the actual losses that occur between when you become became aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen Card, but:

- you are not liable for the portion of losses incurred on any one day in excess of any applicable daily transaction limit; and
- you are not liable for the portion of losses incurred in any period in excess of any applicable periodic transaction limit; and
- you are not liable for the portion of losses that exceeds the Available Balance; and
- you are not liable for the portion of losses incurred if we and you had not agreed that the Available Balance could be accessed using the Card or identified and/or PIN used to perform the transaction.

If a PIN was required to perform an Unauthorised Transaction not already covered above, you will be liable for the least of:

- \$150; or
- the Available Balance; or
- the actual loss at the time that the misuse, loss or theft of a card or breach of pin security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily or other periodic transaction limit.

12.14 Transactions

You will receive, at the time of the transaction, an acknowledgement of eftpos and ATM transactions. This is your official receipt for such transactions.

You acknowledge that you will not receive paper statements from us regarding the operation of your Card. Periodic statements showing the transactions on your Card and the Available Balance are available on the Website.

Provided your Card is registered, your Card balance and transaction history will be made available 24 hours a day, 7 days a week, at the Website and can be accessed as instructed on the PIN Mailer at no charge (see section 12.4 "Using your Card").

If you notice any error (or possible error) in any transaction or statement relating to the Card, then you must notify Emerchants immediately. We may request you to provide additional written information concerning any error (or possible error) and you must comply with that request.

It is your responsibility to regularly review your transaction history to identify Unauthorised Transactions.

12.15 Card Expiry

The Card is valid until the expiry date shown on it, unless it is cancelled before then.

Your Card cannot be used after expiry. You cannot access any value loaded on the expired Card unless a replacement Card is issued to you.

We may issue you with a replacement Card if requested by you at any time after expiry and provided you have registered your details with us, including your name and address. We reserve the right not to issue a replacement Card to you, in which case we will return any Available Balance on your Card to you.

12.16 Card Revocation and Cancellation

You may ask for the Card to be cancelled at any time. If you ask for the Card to be cancelled and we ask you to, you must surrender or destroy the cancelled Card and you must not use the cancelled Card.

We may cancel your Card at any time. Where possible, we will give you 20 days advance notice of the cancellation. However, we may act without prior notice if:

- we believe that use of the Card may cause loss to you or to us; or
- we believe that it is required for security purposes; or
- you breach any material term or conditions of this PDS, including these Terms and Conditions; or
- we suspect the Card has been used illegally.

If we cancel your Card, we will give you notice as soon as reasonably practical afterwards. We may revoke the Card at any time without cause or notice. If we ask you to, you must surrender or destroy the revoked Card and you must not use the revoked Card. When you surrender the Card, you must give us your correct name and contact address.

On the revocation or cancellation of the Card, we will pay the Available Balance to you when:

- we are satisfied that there are no un-cancelled or unexpired authorisations or approvals on the Card;
- we are satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Available Balance;
- we are satisfied the funds on your Card belong to you; and
- if Emerchants require it, Emerchants have received the surrendered or cancelled Card from you.

12.17 Accessing your Available Balance if your don't have a current Card

Whether or not you have a current Card to transact against your Available Balance, you may instruct us to pay the Available Balance to you via the Funds Transfer Request Approval Form. You will be able to do this in person by visiting a Cash Converters store. We do not have to process a Funds Transfer Request Approval Form until we are satisfied of your identity.

Upon receiving a Funds Transfer Request Approval Form, we will pay the Available Balance to you when:

- we are satisfied that there are no un-cancelled or unexpired authorisations or approvals on the Card; and
- we are satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Available Balance; and
- if we require it, we have received any surrendered or cancelled Cards from you.

12.18 Liabilities and Disclaimers

We are not liable:

- if, through no fault of our own, the Available Balance is not enough to cover a transaction;
- if, through no fault of our own, a terminal or system does not work properly;
- if circumstances beyond Emerchants' control prevent a transaction, despite any reasonable precautions having been taken by us;
- for any loss resulting from any failure due to events outside our reasonable control;
- for any loss resulting from any system failure or industrial dispute outside our reasonable control;
- any industrial dispute;
- any ATM refusing to or being unable to accept the Card;
- the way in which any refusal to accept the Card is communicated;
- any indirect, special or consequential losses;
- any infringement by you of any currency laws in the country where the Card is issued or used;
- any dispute between you and the supplier of any goods or services purchased with the Card;
- our taking any action required by any government, federal or state law or regulation or court order; or
- anything specifically excluded or limited elsewhere in these Conditions of Use.

However:

- your liability for Unauthorised Transactions will be determined according to the ePayments Code; and
- we will not avoid any obligation to you under the ePayments Code on the basis that another party to a shared electronic payments network (to which we are also a party) has caused the failure to meet the obligation.

Our liability in any event shall not exceed the amount of the Available Balance except in relation to:

- Unauthorised Transactions; and
- consequential losses arising from a malfunction of a system or equipment provided by any party to a shared electronic network (unless you should reasonably have been aware that the system or equipment was unavailable or malfunctioning, in which case our liability is limited to correcting any errors and refunding any fees or charges imposed on you).

If any warranties or conditions are implied because of Part 2 of the Australian Securities and Investments Commission Act 2001 or any similar law in respect of services supplied under these Terms and Conditions or in connection with the Card, then our liability for a breach of such a warranty or condition will, in any event, be limited to:

- the supplying of the services again; or
- the payment of the cost of having the services supplied again.

Emerchants does not make or give any express or implied warranty or representation in connection with the Card (including quality or standard or fitness for any purpose), other than as set out in the PDS and these Terms and Conditions or when the warranty or representation is imposed or required by law and cannot be excluded.

Any failure or delay to enforce a term of these Terms and Conditions does not mean a waiver of them.

12.19 Anti-Money laundering and counter terrorism financing obligations

Emerchants is subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and the rules and other subordinate instruments under the Act ("AML/CTF Laws").

Before a Card can be activated, Emerchants is obliged to collect certain identification

information from you (and verify that information) in compliance with the AML/CTF Laws. Customer identification information may include detailed 'know your customer' information about the Cardholder such as:

- name, and
- address, and
- date of birth.

Emerchants may be prohibited from offering services or entering into or conducting transactions with you if you do not provide this information.

You should be aware that:

- Emerchants is not required to take any action or perform any obligation under or in connection with the Card if it is not satisfied as to your identity, or where there are reasonable grounds to suspect that by doing so it may breach the AML/CTF Laws;
- transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of another country). Where transactions are delayed, blocked, frozen or refused, Emerchants is not liable for any loss you suffer (including consequential loss) howsoever caused in connection with your Card;
- Emerchants may from time to time require additional information from you to assist us in the above compliance process; and
- where legally obliged to do so, Emerchants will disclose the information gathered to regulatory and/or law enforcement agencies, Emerchants and/or Cash Converters, other banks, service providers or to other third parties.
- You provide Emerchants with the following undertakings and indemnify Emerchants against any potential losses arising from any breach by you of such undertakings:
- you will not initiate, engage or effect a transaction that may be a breach of Australian law or sanctions (or the law or sanctions of any other country); and
- the underlying activity for which your Card, is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

12.20 Privacy and Information Collection

Emerchants (in this Privacy Statement referred to as "we"), collects your Personal Information so that we can establish and administer the Card provided to you. We may also use your Personal Information to:

- tell you about products and services offered by us or our affiliate companies (unless you tell us not to); and
- satisfy identification requirements under the Anti-Money Laundering & Counter-Terrorism Financing Act 2006 (Cth) and the Rules and other subordinate instruments under that Act and such information may be exchanged with verification agencies (which may be overseas).

Without your information we cannot make the Card available to you and you should not apply for the Card.

If you provide us with Personal Information about someone else, you should ensure that you are authorised to do so and agree to inform that person of the contents of this notice.

Information will be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law and also when necessary:

- for completing a transaction; or
- in order to verify the existence and condition of a Card; or
- to utilise services of affiliates who assist in providing a Card; or
- if you give us permission; or
- if you owe us money; or
- if there are legal proceedings or a complaint in connection with the Card; or
- to protect against potential fraud and other crimes.

We will not transfer your personal information outside Australia.

By applying for and using the Card you consent to us collecting, using and disclosing your Personal Information under these terms and conditions in the manner described above.

Our Privacy Policies sets out how you can access and correct information we hold about you, how you can complain about a breach by us of your privacy rights and how your complaint will be handled. Our Privacy Policies are available at:

Emerchants: <http://emerchants.com.au/privacy-statement/>

Cash Converters: <http://www.cashconverters.com.au/privacy-policy>

You may contact Emerchants' Privacy Officer in relation to your Personal Information (or to opt out of marketing) on 1300 739 889 or support@emerchants.com.au.

You may contact Cash Converters' Privacy Officer in relation to your Personal Information (or to opt out of marketing) on 08 9221 9111 or privacy@cashconverters.com

12.21 Communications

You agree that we may give written notices or other communications to you under or in connection with these Terms and Conditions (including information under the ePayments Code such as statements) by either:

- sending the notice, information or communication using Electronic Communication; or
- using Electronic Communication to notify you that the notice, information or communication is available from an electronic address (such as the Website)

You may vary your nominated email address for Electronic Communication by notifying Cash Converters and satisfying us of your identity.

In addition, we may give you notices, information or other communications to you relating to the Card (including information under the ePayments Code such as statements):

- by writing to you at your residential or postal address last known to us;
- by giving it to you personally or leaving it at your residential or postal address last known to us;
- by Electronic Communication to your email address or fax number last known to us or which you last gave us for sending notices and communications to you; or
- if the notice or communication is not personal to you – by publishing a notice in a newspaper circulating nationally in Australia or by posting it to the Website.

If we give a notice, information or other communication to you:

- electronically – you are taken to have received it on the day it is transmitted;
- by writing to you – you are taken to have received it when it would be delivered in the ordinary course of the post; or
- by giving it to you personally or leaving it for you – you are taken to have received it on the day of delivery.

You agree that, for the purpose of telephone communications originated or received by us and for the purpose of Electronic Communications received by us or through the Website, we:

- may verify your identity by reference to any or all of the information given by you when applying for the Card or during Card activation or any changes made to this information; and
- may proceed on the basis that we are satisfied by that verification.

12.22 Keeping your contact details up to date

You must notify us immediately of any change to your address and other contract details by using the contact details provided in this PDS or by visiting a Cash Converters store. We will not be responsible if you do not receive any notice or correspondence that has been sent in accordance with the contact details you have provided.

12.23 Changes to these Terms and Conditions

We may change these Terms and Conditions and any information in this PDS relating to the Terms and Conditions (including fees and charges and load and transaction limits) at any time without your consent for one or more of the following reasons:

- to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice; or
- to reflect any decision of a court, ombudsman or regulator; or
- to reflect a change in our systems or procedures, for security reasons; or
- as a result of changed circumstances (including by adding benefits or new features); or
- to respond proportionally to changes in the cost of providing the Card; or
- to make them clearer.

Except in the case of changes to fees and charges or the introduction of a new fee or charge and any changes that are not materially adverse, we will notify you at least 20 days before any changes to these Terms and Conditions take effect.

If the change involves an increase to our fees and charges or the introduction of a new fee or charge, we will give you notice at least 30 days before the change takes effect.

We will notify you of the above changes to these Terms and Conditions by sending a notice to you (either by giving it to you personally or by electronic communication) or by advertising in a national or local newspaper.

If a change to this PDS, including these Terms and Conditions, is not materially adverse, we may update the information by making information about the change available on the Website. You can obtain a paper copy of this information on request free of charge.

However, changes necessitated by an immediate need to restore or maintain the security of the system in which the Card is used can be made subject to the law and the ePayments Code without prior notice.

12.24 The Website

Although considerable effort is expended to make the Website and any other operating communication channels available at all times, no warranty is given that these channels will be available and error free every minute of every day.

You agree that we are not responsible for temporary interruptions in service due to failure beyond our control including, but not limited to, the failure of interconnecting operating systems, computer viruses, and forces of nature, labor disputes and armed conflicts.

12.25 Governing Law

Any legal questions concerning these Terms and Conditions, the agreement between you and us (which is governed by these Terms and Conditions) or the Card will be decided under the laws of Queensland, Australia.

Any legal proceedings concerning these Terms and Conditions, the agreement between you and Emerchants (which is governed by these Terms and Conditions) or the Card may be conducted in the courts at Brisbane, Queensland.