

Terms and Conditions

Corporate Prepaid Cards Digital Prepaid Mastercard[®]

Friday, 1 March 2024

These Terms and Conditions apply to your Corporate Prepaid Cards digital Prepaid Mastercard ("the Card"). The Card is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 ("EML") pursuant to license by Mastercard Asia/Pacific Pte. Ltd. and distributed by Corporate Prepaid Cards Pty Ltd ABN 25 092 828 772 ("CPC"). In these Card terms and conditions, "we", "us" or "our" means EML and Corporate Prepaid Cards; 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 **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.

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

Where we refer to the **App**, we are referring to the Universal Gift Card App.

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 prepaid, digital single load Mastercard that can be used for purchasing goods and services where Mastercard prepaid cards are accepted for electronic transactions (excluding transactions at ATMs or over the counter at financial institutions).
4. The Card must be activated prior to use and expiry. To activate the Card, you must follow the activation steps on the Website or the App.
5. If the Card is not activated within six (6) months from the date of issue, it will be closed, and the available balance will be forfeited and paid to CPC.
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. Use of the Card may be declined at some merchants (such as gambling merchants or merchants who choose not to accept the Card).

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 the Website or the App or your Digital Wallet for transactions performed from the Digital Wallet.
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 by accessing the Website or on your Device by accessing 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 your Digital Wallet, and cannot be used after expiry. We will not give you any notice before this happens. After its expiry, or cancellation for non-activation, any balance will be forfeited to CPC, and the Card will be declined when presented for use.
14. You cannot cancel your Card, nor can your Card be redeemed for cash or returned for a refund.
15. To check the Card expiry date, go to the Website or the App or check your Digital Wallet.

Your Card, your responsibility

- 16. 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).
- 17. You are responsible for all transactions on the Card, except to the extent there has been fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents). If you notice any error relating to the Card, you should notify CPC Customer Support immediately on 1300 334 038 during business hours or alternatively, you can send an email to info@ugca.au.
- 18. 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), we are not liable for any loss or damage arising out of or in any way related to the use of the Cards, including:
 - if authorisation is declined for any transaction, except where the authorisation has been declined because of an act or omission on our part;
 - if you permit someone else to use the Card, you will be responsible for any transactions initiated by that person with the Card;
 - the availability of merchants who allow the use of the Card as payment;
 - if you provide your card details to a website other than ugca.au for card activation and card management purposes or to an online merchant for the purpose of spending the card; and
 - reduced levels of service caused by the failure of third-party communications and network providers.
- 19. Unauthorised transactions can happen using the Card if the Device is lost or stolen, a personal identification number ("PIN") is revealed to any other person, or because of fraud.

Errors and complaints

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

Phone: 1300 334 038, or

Email: info@ugca.au.

- 22. If you have a complaint relating to the Card, please contact EML at any of the following:

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

Email: support@emlpayments.com.au

Fees and Charges

- 23. We do not charge any fees for using the Card except for those stated in the table below. 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.
- 24. You agree to pay and authorise us to debit from the Card balance all fees and charges listed in the table below immediately as they are incurred.

Fees and Charges to be paid by the Cardholder

Card Issue and Funds Loading	
Card re-send Fee	\$4.40
Account Keeping Fees	
Disputed transaction fee - charged where the transacted is disputed in error (per transaction)	\$10.10

- 25. 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.

Limitations of use of the Card

- 26. The following table illustrates the transaction and load limits applicable to the Card. Merchants or other providers of facilities may impose additional limits.

Load/transaction	Limit
Point of Sale Limits	
Maximum Card Balance at any one time	\$4,999
Maximum Point of Sale per transaction	\$4,999
Daily Point of Sale Limit	\$4,999
Maximum number of transactions per day	25

Refunds or exchanges

27. Any refunds on Card transactions are subject to the policy of the specific merchant. 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.
28. 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 CPC Customer Support.

Privacy

29. 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: www.emlpayments.com/privacy

CPC: ugca.au/privacy

30. You consent to CPC collecting your personal information and transaction data and disclosing it to CPC's Corporate Client, the organisation which provided you the card, where the Corporate Client requires this information to operate its card program and/or to verify that the use of the card complies with the Client's specified use. The Corporate Client is responsible for communicating to the cardholder the details of any specific use requirements and CPC will have no responsibility or liability in this regard, except to the extent that the liability is caused by CPC's fraud, negligence or willful misconduct (including that of its officers, employees, contractors or agents).

Changes to these Conditions of Use

31. 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 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:

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

Any changes to the Terms and Conditions can be viewed in the App.