SMART™ SALARY PACKAGING AND MEAL ENTERTAINMENT MASTERCARD PRODUCT DISCLOSURE STATEMENT

In this Product Disclosure Statement for the Smart Salary Packaging and Meal Entertainment Mastercard you will find:

Part A – General Information

and

Part B – Terms and Conditions including Fees and Charges

Dated 20 October 2026

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PART A GENERAL INFORMATION

1. ABOUT THIS PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (**PDS**) provides information about the Smart Salary Packaging and Meal Entertainment Mastercard (**Card**) (formerly known as the 'Smartsalary Salary Packaging and Meal Entertainment Mastercard') which Cardholders may use during their Salary Packaging Arrangements offered by you as their Employer. This PDS for the Card Facility contains terms and conditions and other important information regarding the Card Facility, including the fees and other costs that apply to the Card Facility. This PDS is an important document designed to assist you in deciding whether to acquire the Card Facility. You should read this PDS in full before accepting our offer of the Card Facility described in this PDS.

This PDS is issued by EML Payment Solutions Limited ABN 30 131 436 532, AFSL 404131 (**EML**) as a requirement under the Corporations Act 2001.

By accepting the offer of the Card Facility made by your Salary Packaging Provider, you are bound by these Terms and Conditions in respect of the Card.

You and each Cardholder should read this document carefully to understand the terms and conditions that apply to the use of the Card Facility. Queries regarding the features and restrictions of the Card Facility should be directed towards EML or your Salary Packaging Provider. To determine an Employee's eligibility for a Card, and whether a Card is right for that Employee, you should consult your Salary Packaging Provider or other financial advisor.

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. GENERAL PRODUCT DESCRIPTION

The Card is a reloadable Mastercard prepaid card. The Card provides the Cardholder with the means to access the Stored Value on the Card anywhere in the world where Mastercard prepaid cards are accepted.

The Card allows the Cardholder to take advantage of the special fringe benefits tax (**FBT**) rules available to employees of not-for-profit organisations and public benevolent institutions in accordance with the Salary Packaging Arrangement between you and the Cardholder.

EML does not represent or warrant that the Card will be suitable for the Salary Packaging Arrangement between you and the Cardholder or that the Salary Packaging Arrangement complies with the relevant taxation laws and requirements. It is the responsibility of you and the Cardholder to determine whether the Card is suitable for the salary sacrifice arrangements and meets the requirements of the relevant taxation laws. Both you and the Cardholder agree that in no circumstances will EML be liable to either you or the Cardholder as a result of the salary packaging arrangements in place between you and the Cardholder or if the use of the Card does not meet the relevant taxation law requirements, 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).

The Card is not a credit or charge card and the Stored Value does not earn interest. **The Available Balance is not a bank deposit.**

3. PARTIES INVOLVED IN THE DISTRIBUTION OF THE CARD

The Issuer of the Card is EML and if you acquire the Card Facility, you will have a contract with EML.

EML is a principal member of Mastercard International Incorporated and the holder of Australian Financial Services Licence (**AFSL**) number 404131. Under its AFSL, EML is authorised to provide financial services including arranging for

the issue of non-cash payment facilities such as the Card Facility. When providing financial services in relation to the Card, EML acts on its own behalf.

EML can be contacted via:

Phone: 1300 739 889; or

Email: support@emlpayments.com.au; or

Mail: Level 12, 333 Ann St, Brisbane QLD 4000.

Smartsalary Pty Limited ACN 096 796 100 (**Smart**) is the Salary Packaging Provider who has established arrangements with Employers for the issue of Cards to their employees. Smart is an authorised representative of EML (authorised representative number #000284495) and is authorised by EML to arrange for the issue of the Card. When providing financial services in relation to the Card, Smart acts on behalf of EML.

Smart can be contacted from anywhere in Australia between 9am and 5pm (Victorian time) using the contact details below:

Phone: 1300 476 278; or

Email: customersupport@smart.com.au; or

Mail: GPO Box 4244, Sydney NSW 2001

4. ROLE OF THE ISSUER

EML is responsible for the distribution of the Cards under an arrangement with the Salary Packaging Provider and is also responsible for providing various cardholder services including online systems to allow Cardholders to check their balance and transaction history.

The Available Balance on your Card Accounts is held in a client segregated monies account maintained by Australia and New Zealand Banking Group Limited ABN 11 005 357 522 (AFSL 234527) ("ANZ"). EML is responsible for the settlement of transactions using a Card, but may outsource these functions to other service providers. EML holds the Available Balance on trust for you and the Salary Packaging Provider, in accordance with this PDS and the Terms and Conditions. You acknowledge that the Available Balance can be used to meet our settlement obligations in respect of your transactions and to provide security for our settlement obligations.

Neither the Salary Packaging Provider, nor anyone else acting on its behalf, has the authority on behalf of EML 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 EML's behalf, other than marketing, arranging for the issue of and providing customer services for the Card.

5. SIGNIFICANT BENEFITS TO CARDHOLDERS

The significant benefits of the Card are as follows:

- The Card can be issued to your Employees who can then undertake transactions using the Card;
- A Cardholder is able to access the Value loaded onto the Card by you by transacting with the Physical or Tokenised Card;

- The Card is a prepaid, reloadable Mastercard card which means that it can be used to pay for goods and services from merchants in Australia and around the world who accept Mastercard prepaid cards including online purchase transactions (excluding gambling merchants);
- The Card can be added to a Cardholder's Device Wallet as a Tokenised Card, enabling the Cardholder to use their Device as a payment method linked to the Card;
- If a Card has been added to a Device Wallet, the Cardholder can use their Device to make contactless payments by placing their Device near, or on, the card reader.
- The Physical Card can also be used to make Contactless Transactions for payments under $100. Simply place the Physical Card near or on the card reader; before authorising a contactless transaction, the Cardholder must check that the correct amount is displayed on the terminal.
- Cardholders can receive discounts and/or other offers when they make an eligible purchase of goods or services using the Card at merchants participating in the Everyday Deals program. The discounts and/or offers you can access are subject to change by us from time to time in accordance with the Everyday Deals Terms and Conditions. Full details including terms and conditions applicable to the use of Everyday Deals are available at https://info.emlpayments.com/everyday-deals-terms-of-use;
- Transactions on the Card Account are monitored for fraudulent or unauthorised transactions by EML;
- The Card cannot be used to withdraw cash at Electronic Banking Terminals;
- The Card is reloadable, which means that you can load value to it as many times as you like during its currency and within the applicable limits set out in 15.9; and
- Cardholders can only access the Stored Value that you have loaded to the particular Card Account. It is not a credit Card.

6. 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.

Significant risks to Cardholders are:

- A Card will expire at the date shown on the front of the Card. A Cardholder cannot access any value loaded on the expired Card;
- Unauthorised Transactions can happen using the Card if the Physical Card or Device is lost or stolen, a personal identification number (**PIN**) is revealed to any other person, or as a result of fraud;
- Before authorising a Contactless Transaction, the Cardholder must check that the correct amount is displayed on the terminal;
- Unintended transactions can happen if electronic equipment with which the Card is being used is operated incorrectly or incorrect details are input;
- Unauthorised Transactions may occur if a Cardholder has added the Card to their Device Wallet and the security measures on the Device are compromised, or circumvented in any way;
- Unintended transactions may occur if the Cardholder has multiple cards added to their Device Wallet and they have inadvertently used the Card for purchases;
- A Cardholder might not be able to get their money back if Unauthorised Transactions or unintended transactions occur;
- If the electronic network enabling the use of the Card is unavailable, a Cardholder may not be able to undertake transactions or get information using the Card;
- You or the Salary Packaging Provider may cancel a Card at any time and in such circumstances any value remaining in the Card Account will be returned to you or your Salary Packaging Provider;
- You allow people to become Cardholders at your own risk. This means that you are responsible for any transactions the Cardholder undertakes, regardless of whether you actually authorised the Cardholder to undertake the transaction;
- The Physical Card or Device could be lost, destroyed or stolen;
- Merchants, may at their discretion, refuse to accept the Card as a method of payment; and

- The Financial Claims Scheme does not apply in relation to the Card or the Available Balance.

7. FEATURES OF THE CARD

The features of the Card vary, depending on the type of Benefit you have chosen to utilise through the Card. The use of the Card Facility is subject to the Terms and Conditions, which are set out in Part B (as modified from time to time).

Below is a summary of the features of the Card. If you or the Cardholder have any questions, please contact your Salary Packaging Provider on 1300 476 278 or EML.

Using the Card	When using the Card to perform an in-person transaction, the Cardholder must select 'Credit'. Although the Card uses a credit function to operate, it does not have any line of credit attached to it. The Cardholder can complete in-person transactions made with the Card by entering the PIN or making contactless payments through Mastercard tap&go or the Cardholders Device. The Cardholder can view the balance available in their Card Account, together with a history of transactions that have been made using the Card by accessing the secured Website for the Card (the details of which are set out in the PIN Mailer) or by telephoning Smart during business hours.
Restrictions on the use of the Card	The Cardholder may only use the Card for approved purchases. The Card cannot be used for the following: • Mortgage and personal loan repayments; • Credit card bill payments; • Withdrawing money from an ATM or when paying for items at an Electronic Banking Terminal; • Setting up recurring direct debit or direct credit payments; • Money transfers, money orders, cheques, etc.; and • Transactions relating to any form of gambling or gambling services

8. 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 from potential loss due to the failure of these institutions. It provides depositors with a guaranteed protection, up to a cap.

As at the date of this PDS, the Financial Claims Scheme applies to deposits only. It does not extend to prepaid card products (including the Card). The Financial Claims Scheme does not protect any Available Balance held on a Card.

For more information, see APRA's website at https://www.fcs.gov.au/

9. OTHER IMPORTANT INFORMATION

Some other important things you need to be aware of about the Card:

- The Cardholder must provide an email address along with other information when acquiring a Card;
- It does not generate any interest or other return to the holder. In other words, the Cardholder does not earn interest on the value loaded to the Card Account;
- Press the Credit button at point of sale terminals and ATM's in order to access the Available Balance; and

- The method of communication EML will use to give you information will be Electronic Communication.

10. IDENTIFICATION INFORMATION

The Card cannot be provided to the Cardholder until certain Cardholder identification information is provided.

For example, EML may require a Cardholder's identity details to ensure compliance with EML's obligations under the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (see part 15.24) and applicable sanctions laws. A Cardholder may be required to reconfirm identity details at any time and must supply any specified identification documentation within a reasonable period of time if requested. EML will suspend the Card where required to comply with EML's obligations, including under the AML/CTF Laws, until identity details are verified.

11. TAX LIABILITY

The Cardholders should get their own independent tax advice in relation to the impact their use of the Card may have on their personal tax liability, as EML has not taken into account their individual circumstances or needs when arranging for the distribution of the Cards.

12. ELECTRONIC STATEMENTS

You acknowledge that we do not provide and you or the Cardholder will not receive paper statements. Electronic statements showing the Card's transactions and Available Balance are available for viewing and printing by the Cardholder from the website shown on the PIN Mailer. Please contact Smart on 1300 476 278 if the Cardholder requires assistance accessing electronic statements.

13. 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.

Information regarding the Card Account may need to be updated from time to time. Any updated information that is not considered materially adverse to Cardholders will be made available on the Website. Alternatively, you or the Cardholder may request a paper copy of any updated information free of charge from EML by phoning 1300 739 889. Any updated information that may be materially adverse to Cardholders will be included in a replacement or supplementary PDS.

14. PROBLEMS OR DISPUTES

Disputing an Unauthorised Transaction

Where your Card is used for Unauthorised Transactions, we will seek to reverse the transaction if we can under the Mastercard Scheme Rules using what is called a chargeback right. Your ability to dispute or reverse an Unauthorised Transaction may be lost if you do not notify us as soon as possible and 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 the timeframe stipulated in the Mastercard Scheme Rules.

Queries, Disputes and Complaints

If you or a Cardholder have any questions, problems or disputes, we would like to hear about them. When you provide feedback to us, we have the opportunity to improve our services to you.

If there is a complaint or dispute relating to the Card, we request that EML be contacted in the first instance. EML can be contacted via:

Phone:	1300 739 889 between 8:30am to 5pm Queensland time
Mail:	Level 12, 333 Ann Street, Brisbane Qld 4000
Email:	support@emlpayments.com.au
Website:	www.emlpayments.com

EML will aim to resolve the matter on your initial contact. However, if we can't resolve your complaint within 5 business days, we will commit to keeping you informed of what is happening and aim to resolve your complaint within 30 days.

In some circumstances, more than 30 days may be needed to investigate a complaint; for example, if the complaint is complex, if there are delays caused by other financial institutions or merchants involved in resolving the complaint or where the Mastercard Scheme Rules govern the time taken to exercise a chargeback right.

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

If we are unable to resolve your complaint to your satisfaction, you may be eligible to escalate the complaint to EML's external dispute resolution service, the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. AFCA can be contacted at the following:

Website: www.afca.org.au

Email: info@afca.org.au

Telephone: 1800 931 678 (free call)

Mail: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3001

15. TERMS AND CONDITIONS

15.1. DEFINITIONS

AFSL means Australian Financial Services Licence.

AML/CTF Laws means the *Anti-Money Laundering & Counter-Terrorism Financing Act 2006* (Cth) and the Rules and other subordinate instruments under that Act.

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

Benefits means both the Salary Packaging Benefit and Meal Entertainment Benefit.

Biometric Identifier means a fingerprint, faceprint or any other similar biometric identifier.

Business Day means a day that is not a Saturday, Sunday or public holiday being a day on which banks are open for general banking business in Brisbane, Queensland.

Card means any card issued by us to a Cardholder for use on a Card Account from time to time and unless referenced separately, means a Physical or Tokenised Card.

Cardholder means a person to whom a Card has been issued as contemplated by this PDS and includes both the Primary Cardholder and Partner Cardholder.

Card Account means the record of account maintained by EML against which transactions and purchases made by a Primary Cardholder or their nominated Partner Cardholder using a Card are debited and payments made by your Employer/Salary Packaging Provider are credited as Stored Value.

Cash Advance means any transaction that we consider to be a cash advance, including transactions involving:

- the drawing of cash from the Card Account using an ATM or at a financial institution;
- receiving from a Merchant a cash substitute or a cash refund (including, but not limited to, using the Card Account to purchase gambling chips or tokens, traveller's cheques or money orders, or to load Value to a Stored Value card or facility);
- using the Card Account to pay bills through a third party where the Merchant does not accept credit payments;
- using the Card Account to pay bills over the counter at a financial institution; or
- transferring, or arranging the transfer of, funds from the Card Account to another account.

Card Facility means the Stored Value card facility described in this PDS.

Card Statement means an electronic statement of transactions completed with the Cards.

Contactless Transaction means a transaction made by holding a Card (which is capable of making a Contactless Transaction) in front of a Contactless Terminal, to complete a transaction, rather than inserting the card into the terminal.

Contactless Terminal means a terminal that can be used to make a Contactless Transaction.

Device means a compatible smartphone or wearable device that supports a Device Wallet, enabling a Cardholder to use the Device as a payment method for purchase transactions.

Device Passcode means anything used to unlock and access a Device including, but not limited to, a password, numerical code, pattern or Biometric Identifier.

Device Wallet means the Apple Pay, Google Pay or Samsung Pay mobile applications that store the Card as a tokenised card on a compatible phone or wearable device.

Electronic Banking Terminal means the EFTPOS device included in an authorised interchange network.

EFTPOS means electronic funds transfer at point of sale.

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.

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

Employee means a person employed by you as the Employer.

Employer means you, the employer of a Cardholder.

Everyday Deals program or **Everyday Deals** means the program of this name operated by EML and described on the EML website at https://info.emlpayments.com/everyday-deals-terms-of-use.

Everyday Deals Terms and Conditions means the terms and conditions of the Everyday Deals program as described on the EML website at https://info.emlpayments.com/everyday-deals-terms-of-use.

Meal Entertainment Benefit means the Primary Cardholder's salary packaging benefit that may be utilised by either the Primary or Partner Cardholder using a Card and used to pay for meal entertainment expenses subject to terms and conditions of the Salary Packaging Arrangement.

Expiry Date means the expiry date printed or displayed on the front of the Card.

Fee/Fees means the applicable fee (or fees, as the case may be) incurred and payable through use of the Card by the Cardholder, as outlined within section 15.7.

Financial Claims Scheme means the scheme administered by the Australian Prudential Regulation Authority (APRA) to protect depositors of authorised deposit-taking institutions from potential loss due to the failure of these institutions.

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).

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

Mastercard means Mastercard International Incorporated.

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

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

Pass Code means a password or code that the Cardholder must keep secret, that we may be required to authenticate the Cardholder's identity or a transaction. Examples include a PIN and any access code required to allow online access to the Card Account.

Personal Information means the information that we collect from you and the Cardholder, including any application form, correspondence, identification, emails, telephone calls, internet communications and transactional information, in connection with the Card or the Card Account.

PAN means the 16-digit Primary Account Number, which is the number embossed on the front of the Card.

Partner Cardholder means the individual nominated by the Primary Cardholder to utilise the Primary Cardholder's Benefits through a Card.

Pays Providers means the mobile payment and Device Wallet service created by Apple, Google and Samsung Pay respectively.

Physical Card means the plastic Mastercard issued as part of the Card Facility.

PIN means the four-digit personal identification number that we issue to a Cardholder for use with a Card in any Electronic Banking Terminal.

PIN Mailer means the letter sent to the Cardholder including the PIN, a Card and instructions on how to use the Card, together with other important information.

POS Transaction means Point of Sale transactions.

Primary Cardholder means the Cardholder who has elected to receive their Benefits through a Card.

Product Disclosure Statement means this document.

Purchase Transaction means a purchase of goods and/or services using a Card, including amounts a Cardholder authorise a merchant to charge if certain events occur (for example when you authorise a hotel to complete a transaction record when the Cardholder books a room, but does not arrive to occupy the room).

Salary Packaging Arrangement means the arrangement between you as employer and a Cardholder as your employee that contains the terms and conditions of the salary packaging program offered by you (through the Salary Packaging Provider) for the purpose of which the Card is issued to the Cardholder.

Salary Packaging Benefit means the Primary Cardholder's salary packaging benefit, which may be utilised by either the Primary or Partner Cardholder using a Card and used to purchase goods or services, subject to terms and conditions of the Salary Packaging Arrangement.

Salary Packaging Provider means Smartsalary Pty Limited ACN 096 796 100.

Security Requirements means the Security Requirements described under section 15.13 "Card Security".

Terms and Conditions means the terms and conditions set out in this document.

Tokenised Card means the process in which the sensitive personal information (including, but not limited to, a Cardholders Primary Account Number (PAN)) is substituted for a unique identifier (token) by Mastercard and stored within a Device for you to use as payment. A Tokenised Card can be used for contactless purchases as well as card not present transactions, including online purchases.

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

Stored Value means the monetary value loaded by you and available to a Cardholder using the Card (expressed in Australian Dollars).

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

Website means the secure web site for a Card shown on the PIN Mailer and any additional or replacement website we notify to you as the website for the purposes of these Terms and Conditions from time to time.

you and **your** means the Employer who offers the Salary Packaging Arrangement and may include the Cardholder where the context requires.

15.2. OVERVIEW

These Terms and Conditions govern the use of the Card Facility. Please read them carefully and keep a copy for your records.

There are separate terms and conditions which govern the use of the Card as part of the Everyday Deals program – see https://info.emlpayments.com/everyday-deals-terms-of-use for the full Everyday Deals Terms and Conditions.

By consenting to the issue of a Card to a Cardholder or a Cardholder activating or using a Card, you agree to be bound by these Terms and Conditions. Allowing a Cardholder to use the Card is completely at your discretion. By agreeing to these Terms and Conditions, you agree that you are financially responsible for all uses of a Card and all transactions using that Card are your responsibility.

This agreement between you and EML is governed by these Terms and Conditions and entered into on the basis that you are a business and are entering into the agreement primarily for business purposes. By agreeing to these terms and conditions, you:

- acknowledge that you have been given a copy of, or have been provided access to the Website which holds the PDS in which these Terms and Conditions are included;
- acknowledge and agree to the information and disclosures contained in the PDS; and
- acknowledge that you have provided a copy of, or have provided access to the Website that holds this PDS, which includes these Terms and Conditions to each Cardholder at the time that the Cardholder is issued with the Card.

Each Cardholder must activate the Card issued to that Cardholder before it is used. By signing the back of the Card, activating, or using the Card, the Cardholder also agrees to be bound by these Terms and Conditions. It is your responsibility to ensure that Cardholders comply with these Terms and Conditions.

The Cardholder must safeguard the Card by taking the following steps:

- sign the Physical Card immediately when they receive it;
- memorise the PIN and never store it with or near the Card;
- never write the PIN on the Card;
- never lend the Card to anyone;
- never communicate the PIN;
- try to prevent anyone else seeing the Cardholder enter the PIN into an EFTPOS device;
- never leave the Card unattended;
- if the Cardholder has added a Card to a Device Wallet, they should:
    - lock their Device;
    - assign a Device Passcode to unlock their Device;
    - not share their Device Passcode to anyone;
    - not leave their Device unattended;
    - not store anyone else's Biometric Identifier within their Device;
    - remove any other registered Biometric Identifier which is not their own from their Device;
    - ensure that any security details to access their mobile device or authorise a payment with their Device is not easily guessed;
- promptly report the loss, theft or unauthorised use of the Card to your Salary Packaging Provider on 1300 476 278 between 8am to 7pm or EML on 1300 739 889 24 hours a day, 7 days a week;
- examine their 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 the Physical Card by cutting it diagonally in half and remove the Tokenised Card from their Device Wallet.

If the Cardholder fails to properly safeguard the Card and PIN, they may increase your liability for unauthorised use.

15.3. THE CARDHOLDER

It is your responsibility to ensure that Cardholders comply with these Terms and Conditions. Any act or omission of a Cardholder is taken to be your act or omission, regardless of whether you specifically authorised it. You must:

- disclose to the Cardholder that the Available Balance does not belong to the Cardholder;
- disclose to the Cardholder that if the Card expires or is cancelled or revoked, no remaining Available Balance or other amount will be payable to the Cardholder by EML; and
- indemnify EML against any claim, loss, damage or liability arising because of, or attributable to, any breach by you of these Terms and Conditions, except to the extent there has been fraud, negligence or wilful misconduct on our part (including that of our officers, employees, contractors or agents).

15.4. THE CARD

- The Card is a prepaid, reloadable Mastercard and value must be loaded to the Card before it can be used;
- A Cardholder can purchase goods and services using their Card and the payment is debited against the Available Balance then applicable to that Card. The Card allows the Cardholder to purchase goods and services:
    - at an outlet within Australia that has EFTPOS available by either:
        - selecting the 'credit' button wherever Mastercard is accepted; or
        - making a contactless payment.
    - over the telephone or the internet by providing the PAN, expiry date and security code; or
    - at outlets overseas wherever Mastercard cards is accepted.
- When the Cardholder is paying for goods and services by selecting the 'credit' button at a Point of Sale terminal or by providing the Card number to a merchant over the telephone or the Internet, the transaction will be covered by Mastercard's Zero Liability Protection Policy. This means you are protected against Unauthorised Transactions. Mastercard's zero liability protection policy does not apply to transactions not processed by Mastercard;
- The Cardholder cannot "stop payment" on any transaction after it has been completed. If the Cardholder has a problem with a purchase made with the Card, or a dispute with a merchant, the Cardholder must deal directly with the merchant involved. If the Cardholder cannot resolve the dispute with the merchant, the Cardholder should contact EML;
- if the Cardholder is entitled to a refund for any reason relating to a transaction, the Cardholder agrees to accept the refund under the policy of that specific merchant. If the Card is expired or revoked before the Cardholder has spent any value loaded to the Card resulting from a refund then the Cardholder will have no access to those funds unless a replacement Card has been issued;
- You can load value to a Card Account only in accordance with these Terms and Conditions;
- The Card is not a credit Card;
- The Card Account is not a facility by which the Issuer takes deposits from you;
- There is no interest payable to you on the credit balance on a Card Account;
- if the Cardholder permits someone else to make a purchase with the Card, including by using the Cardholder's Device, the Cardholder will be responsible for any transactions initiated by that person with the Card; and
- The Cards remains the property of the Issuer and you must surrender a Card to us if we ask for it to be surrendered.

15.5. USING THE CARD

The Card is only valid if it has been signed and activated by the Cardholder and is used during the validity period shown on the face of the Card.

The Card can only be used if the Card Account is in credit, as a result of the loading of Value by you, as outlined in 15.6. The Cardholder can use the Card as often as they like before expiry and within the applicable limits, provided that the Cardholder does not seek to use more than the Available Balance.

The Card can be used wherever Mastercard cards are honoured for electronic transactions (subject to individual merchant's discretion).

If the Cardholder has elected to receive:

- their Salary Packaging Benefit through the Card, they can use the Card to pay for most everyday living expenses, subject to the restrictions set out in their Salary Packaging Arrangement;
- their Meal Entertainment Benefit through the Card, they may only use the Card to pay for expenses that qualify as meals and entertainment expenses.

For more information about what qualifies as meals and entertainment expenses, please refer to the Salary Packaging Arrangement or contact the Salary Packaging Provider.

A Card may not be used for illegal transactions or to purchase illegal goods or services.

A Cardholder:

- must not use the Card to obtain Cash Advances or to pay any fines incurred by them;
- cannot use the Card to repay other financial accommodation (such as personal loans or mortgage repayments);
- cannot use the Card to establish periodical payments or other standing payment orders;
- cannot transfer any amount to the credit of the Card Account to another account;
- cannot transfer funds from any other account to the Card Account.

The Cardholder may use the Card to pay bills (except where doing so would constitute obtaining a cash advance – such as the payment of credit card bills).

We do not warrant or accept any responsibility if any merchant or an Electronic Banking Terminal does not accept the Card, except to the extent there has been fraud, negligence or wilful misconduct on our part (including that of our officers, employees, contractors or agents).

The Card may not be used, and authorisation will be declined, for transactions relating to any form of gambling or gambling services, and the purchase of money orders and traveller's cheques.

The Cardholder should ensure that the transaction amount is correct before they sign vouchers or transaction records given to them by merchants, and before the Cardholder enters their PIN at an Electronic Banking Terminal. By signing a voucher or transaction record, or entering the PIN, the Cardholder indicates their agreement that the transaction amount is correct.

We may restrict or stop the use of the Card if excessive uses of the Card or other suspicious activities are noticed.

15.6. LOADING OF STORED VALUE

Stored Value can be loaded to a Card Account only as specifically provided in these Terms and Conditions and subject to the limits shown in Section 15.9.

15.7. FEES, CHARGES AND COSTS

You agree to pay the fees provided in this PDS. Whenever any of these fees are incurred or become payable, in respect of a Card, you authorise us to deduct it from the Available Balance on the Card Account.

Applicable fees are as follows:

Fees and Charges to be paid by the Cardholder	
Fees and Charges (deducted from the Available Balance)	**Amount**
Foreign Exchange Fee	2.99% of purchase amount
Disputed Transaction Fee	$27.50

All transaction fees are charged at the time of transaction and, where applicable, are included in the total purchase price.

All fees and charges are expressed in Australian dollars and are inclusive of any applicable GST.

Certain merchants may charge an additional fee if the Card is used to purchase goods and/or services. This fee is determined and charged by the merchant and is not retained by us.

15.8. FOREIGN TRANSACTIONS

The Available Balance on a Card is in Australian dollars. Transactions made in a currency other than Australian dollars will be subject to the prevailing Mastercard exchange rate at the time plus a 2.99% foreign exchange fee. Example of Foreign Exchange Fee:

A Cardholder make a purchase from a merchant located outside Australia (e.g. USA);

At the time, Mastercard's prevailing exchange rate is US$1.00 = $0.95 Australian;

The Cardholder spends US$200.00;

The Australian dollar amount is US$200.00 x $0.95 = $190.00;

The foreign exchange fee is therefore 2.99% x $190.00 = $5.68

For a full listing of fees and charges, please refer to section 15.7 Fees, Charges and Costs.

15.9. LIMITATIONS OF USE OF THE CARD

Subject to the limits set out below, transactions must not exceed the Available Balance of the Card Account from time to time. The Available Balance can be accessed following the loading of Stored Value to the Card Account by you.

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 Mastercard cards.

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

Transaction limits which apply to the Card	Limit Amount (AUD)
Maximum Point of Sale per transaction	$5,000
Daily Point of Sale Limit	$5,000

15.10. EVERYDAY DEALS

The Card allows Cardholders access to the Everyday Deals program from the time the Card is activated until the expiry or cancellation of the Card, unless access is terminated by us in accordance with the Everyday Deals Terms and Conditions.

Use of the Card with respect to the Everyday Deals program is governed separately by the Everyday Deals Terms and Conditions.

15.11. PIN

The PIN will be provided to a Cardholder by following the process in 15.12. The Cardholder must not disclose their PIN to any other person. Should an incorrect PIN be entered three (3) times when a transaction is attempted using the Card, the Card will be suspended for 24 hours.

15.12. PIN CHANGE

To change a PIN, the Cardholder should:

- go to https://pin.emerchants.com.au;
- the Cardholder will be prompted to enter their 16-digit Primary Account Number (**PAN**) along with personal details to verify their identity;
- following verification of identity a security number will be sent to either the Cardholder's email address or mobile phone number as registered with the Card. The security number will be required to allow the Cardholder to change their PIN.

If a Cardholder has any technical difficulty retrieving their PIN they should contact EML on 1300 739 889.

15.13. SECURITY

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

A Cardholder 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 a reasonable attempt is made to protect the security of the PIN; or
- voluntarily disclose the PIN to anyone, including a family member or friend.
- allow someone other than the Cardholder to register a Biometric Identifier on their Device;
- provide any Passcode to another in order to access their Device.

15.14. AUTHORISED TRANSACTIONS

Certain transactions on the Card Account may need to be pre-authorised before they can proceed. Prior to any transaction being completed, the merchant or other person involved in the transaction may obtain a pre-authorisation for the transaction.

We may not pre-authorise a transaction if the transaction would either cause the Card Account to go into Negative Balance, or increase the amount of any existing Negative Balance. Once an authorisation is obtained, it will reduce the amount of available funds in the Card Account.

If the purchase or other transaction of the pre-authorised amount is not completed, the amount of available funds in the Card Account may continue to be reduced in the amount of the pre-authorisation for up to five Business Days after the pre-authorisation is obtained.

15.15. PAYMENTS TO THE CARD ACCOUNT

Purchases made with a Card (and other fees and charges debited to the Card Account) will reduce the Available Balance of the Card Account which is available to spend using the Card. Transactions made by the Cardholder must not exceed the Available Balance of the Card Account from time to time.

If a Cardholder makes, or attempts to make, any transactions that exceed the Available Balance of the Card Account 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 you owe us. Similarly, a merchant may process a transaction without receiving authorisation from EML, resulting in an 'offline transaction'. If an offline transaction results in a Negative 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 you owe us.

If a Negative Balance arises, that does not mean that a Negative Balance will be allowed to arise or be increased on subsequent occasions. If the Card Account has a Negative Balance, such balance is a debt payable by you.

We may determine the order in which payments made to the Card Account will be applied.

15.16. LOSS, THEFT AND MISUSE OF CARDS

If you or the Cardholder know or have reason to suspect that the Card or Device has been lost, stolen or damaged, likely to be misused or you or the Cardholder have reason to suspect that someone else may know the Device Passcode or PIN, you or the Cardholder must notify your Salary Packaging Provider PROMPTLY by:

- contacting Smart on 1300 476 278 between 8am to 7 pm; or
- contacting EML on 1300 739 889 after business hours; or
- sending a notification by email to support@emlpayments.com.au.

We will then suspend the relevant Card or restrict further use.

If you or the Cardholder make a reasonable attempt to contact Smart or EML by telephone during the hours of operation stated above and Smart or EML is unable to answer your call, you or the Cardholder will not be liable for any losses occurring due to non-notification provided that you or the Cardholder notify Smart or EML on the next Business Day or within a reasonable time.

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

If any lost Device is subsequently found, the Cardholder must not attempt to use the Card associated with that Device.

15.17. LIABILITY FOR UNAUTHORISED TRANSACTIONS

Where you are not liable

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 the Cardholder has received the Card and/or Pass Code (including a reissued Card and/or Pass Code);
- a transaction being incorrectly debited more than once to a Card; or
- an Unauthorised Transaction performed after you or a Cardholder have informed us that the 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 Unauthorised Transactions that can be made using an Identifier without the Card or a PIN. Where a transaction can be made using the Card, or a Card and an Identifier (such as a contactless purchase using the Tokenised Card) but does not require a PIN, you are liable only if you or the Cardholder unreasonably delay reporting the loss or theft of a Device or the Physical Card.

Where you are liable

You will be liable for losses arising from an Unauthorised Transaction if we can prove on the balance of probability that you or the Cardholder 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 or the Cardholder become aware of the security compromise, theft or misuse of a Device, or should reasonably have become aware in the case of a lost or stolen Physical 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 that exceeds the Available Balance.

Where a PIN was required to perform an Unauthorised Transaction, and the above clauses do not apply, 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 of other periodic transaction limit.
- If you report an Unauthorised Transaction, we will not hold you liable for losses arising from the Unauthorised Transaction for an amount greater than your liability if we exercised any rights under the rules of the Mastercard scheme, at the time of the report, against other parties to the Mastercard scheme (for example, chargeback rights).

Important Information about Chargebacks

In some circumstances, you or a Cardholder may be able to request a chargeback of a transaction when there is a dispute with a merchant, such as the merchant's failure to supply the goods or services paid for.

A chargeback is a right under the Mastercard Scheme Rules by which a transaction can effectively be reversed by us debiting an amount to the merchant's financial institution and crediting back to the Available Balance. We can only process chargebacks if the Mastercard Scheme Rules allow us to.

If a Cardholder believes that they are entitled to a chargeback, the Cardholder must notify us as soon as possible by contacting their Salary Packaging Provider or EML.

The Mastercard Scheme Rules impose time limits for initiating chargebacks. The time limit is generally 90 days from the date of the disputed transaction.

If a Cardholder requests a chargeback, we may need you to provide additional information. If we do ask for additional information that is reasonable in the circumstances and the Cardholder does not provide it within 10 days, then the Cardholder may lose any rights to the chargeback and if it has already been processed, we may reverse it.

Please note that if we process a chargeback, the merchant may have rights under the Mastercard Scheme Rules to have the transaction investigated further, and this can in some circumstances result in the chargeback being reversed (which means the original transaction might be reinstated by being debited to the Available Balance).

15.18. TRANSACTIONS

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

A Card Account's balance and transaction history will be made available 24 hours a day, 7 days a week, through the Website or the Device and can be accessed as instructed on the PIN Mailer at no charge (see section 15.5 “Using Your Card”).

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

It is the responsibility of the Cardholder to regularly review their transaction history to identify Unauthorised Transactions.

15.19. CARD EXPIRY

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

A Card cannot be used after expiry. A Cardholder cannot access any Store Value loaded on the expired Card unless a replacement Card is issued to the Cardholder.

15.20. REPLACEMENT CARDS

We may issue a new Card to the Cardholder at any time. The use of all such Cards are subject to these Terms and Conditions. You will need to register and activate the new Card in accordance with section 15.5 and add your Tokenised Card to your Device Wallet.

A replacement Card will be reissued to a Cardholder prior to its Expiry Date unless EML have received notice from the Salary Packaging Provider that the Cardholder is no longer a party to a Salary Packaging Arrangement or we decide not to. This includes where we have otherwise cancelled the Card or terminated the Card Account.

If we decide not to reissue a Card we will provide you with at least 14 days notice.

15.21. CARD CANCELLATION AND TERMINATION

Where a Card has been cancelled by us, or you have terminated the Card Account, the Cardholder must promptly destroy the Card by cutting it diagonally in half and remove the Tokenised Card from the Cardholder’s Device Wallet.

Any Available Balance on the cancellation or expiry of the Card or the termination of the Card Account will be refunded to you.

We may cancel a Card at any time with at least 14 days notice to you. From the date we notify you that we have cancelled a Card, the Card must not be used and must be destroyed. You must pay any outstanding Negative Balance of the Card Account in full to us immediately. We may cancel a Card immediately and without notice if:

- we have reason to suspect the Card has been or is likely to be misused;
- you or the Cardholder breach any of these Terms and Conditions and we reasonably consider that this is likely to have a material impact on your ability or the Cardholder's ability to meet the obligations of these Terms and Conditions);
- the Cardholder misuses the Everyday Deals program and/or breach any of the Everyday Deals Terms and Conditions;
- we have reason to suspect any illegal use of the Card, such as fraud or criminal activity; or
- you or the Cardholder gave us false, inaccurate or incomplete information when you or the Cardholder applied for the Card.

15.22. TERMINATION OF THE CARD ACCOUNT

You may terminate a Card Account at any time by:

- giving us written notification;
- returning the applicable Card (and any Card issued to a Partner Cardholder) to us; and
- paying the outstanding Negative Balance of the Card Account (if any) to us.

We may terminate a Card Account if a Cardholder does not (or any Partner Cardholder does not) comply with these Terms and Conditions or if we cancel the applicable Cards. On termination of the Card Account, you must destroy the Physical Card (and any Card issued to a Partner Cardholder) it by cutting it diagonally in half and instructing the Cardholder remove the Tokenised Card from the Cardholder's Device Wallet. You will remain liable for any transactions debited to the Card Account that were made prior to termination which have not been cancelled. You may have to pay us reasonable enforcement expenses under these Terms and Conditions in the event of a breach.

15.23. 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 EML 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;
- for any industrial dispute;
- for the way in which any refusal to accept the Card is communicated;
- for any dispute between you or the Cardholder and the supplier of any goods or services purchased with the Card;
- for any infringement by you or the Cardholder of any currency laws in the country where the Card is issued or used;
- for our taking any action required by any government, federal or state law or regulation or court order; or
- for anything specifically excluded or limited elsewhere in these Conditions of Use,

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).

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 or the Cardholder).

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 Accounts, 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.

EML:

- does not make or give any express or implied warranty or representation in connection with the Card Accounts (including quality or standard or fitness for any purpose); and
- is not liable for any loss you or the Cardholder suffer (including indirect or consequential loss) arising in connection with the Card Accounts (whether a failure to provide the Card or its loss, theft or destruction), 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).

EML's obligation to the Cardholder in relation to the functionality of the Device Wallet is limited to securely supplying information to Pays Providers in order to allow the use of the Card within a Device Wallet. EML is not otherwise liable for the use, functionality or availability of the Device Wallet, the availability of compatible contactless terminals, or a reduced level of service caused by the failure of third party communications and network provider, 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)s.

The Cardholder will need to agree to the respective Pays Provider's terms and conditions in order to use the Tokenised Card.

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

15.24. ANTI-MONEY LAUNDERING AND COUNTER TERRORISM FINANCING OBLIGATIONS

EML 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) and EML is obliged to collect certain identification information from the Cardholder (and verify that information) in compliance with the AML/CTF Laws. Customer identification information includes detailed 'know your customer' (KYC) information about the Cardholder such as:

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

EML may be prohibited from offering services or entering into or conducting transactions if the Cardholder does not provide this information.

Further, when the Available Balance reaches applicable limits under AML/CTF Laws EML will verify the Cardholder's identification information. EML will suspend services until verification is successful, and suspension times will vary depending on whether we require a Cardholder to provide, confirm and/or reconfirm identity details or documentation. if the Cardholder does not provide this information EML may suspend services to a Card until the information is provided and cancel a Card where the information is not provided after a reasonable period of time after requested.

You should be aware that:

- EML is not required to take any action or perform any obligation under or in connection with a Card if it is not satisfied as to the Cardholder's 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, EML is not liable for any loss you suffer (including consequential loss) howsoever caused in connection with a Card, 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);
- EML 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, EML will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, service providers or to other third parties.

You provide EML with the following undertakings and indemnify EML against any potential losses arising from any breach by you of such undertakings:

- you or the Cardholder 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 Accounts are being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

15.25. PRIVACY AND INFORMATION COLLECTION

EML (in this Privacy Statement referred to as "we"), collects your Personal Information and the Personal Information of Cardholders, along with information regarding their Device (such as device type and model, operating systems and security information), so that we can establish and administer the Cards provided to you.

Examples of Personal Information we collect include names, addresses, email addresses, and phone numbers.

When we collect Personal Information we will, where appropriate and where possible, explain to you why we are collecting the information and how we plan to use it.

We collect and store Personal Information for the primary purpose of creating and managing the Card. As part of this process, we use this information to verify the Cardholder's identity so that we can comply with the AML/CTF Laws. We may also use Personal Information to communicate with you and the Cardholder and in circumstances where you or the Cardholder would reasonably expect such use or disclosure.

We will only use your Personal Information to:

- To ensure that the Card properly functions with the Cardholder's Device;
- to assist in arrangements with other organisations in relation to the provision of a product or service;
- to perform administrative and operational tasks (including systems development and testing);
- to prevent or investigate any fraud or crime (or a suspected fraud or crime);
- 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);
- link the Card to any discounts or other offers you are eligible for under the Everyday Deals program (including to contact you or the Cardholder if there is a problem);
- allow you and the Cardholder to access and provide you and the Cardholder with benefits under the Everyday Deals program and to use your Personal Information and the Personal Information of Cardholders in accordance with the Everyday Deals Terms and Conditions.

We may also exchange information with Pays Providers:

- to enable the use of the Card with the Device Wallet and to improve and promote the Pays Providers generally; and
- to detect and address suspected security breaches or fraud.

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

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.

Personal Information will be disclosed to third parties about the Cards, or transactions made with the Cards, and may be disclosed to third parties outside Australia, whenever allowed by law and when necessary:

- to satisfy identification requirements under the AML/CTF Laws; or
- 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
- to provide you with the benefits under the Everyday Deals program;
- 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 disclose your personal information outside Australia, except where outlined in the above circumstances and where such disclosure is required by law and is within the terms of our Privacy Policy.

By applying for and using the Card Facility, 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 Policy is available at https://www.emlpayments.com/privacy. You may contact EML's Privacy Officer in relation to your Personal Information (or to opt out of marketing) on 1300 739 889 or support@emlpayments.com.au.

The Privacy Policies of the Pays Providers are available at:

Apple Pay: https://www.apple.com/au/privacy/

Google Pay: https://policies.google.com/privacy?hl=en&gl=au

Samsung Pay: https://www.samsung.com/au/info/privacy/

15.26. COMMUNICATIONS

You agree that we may give written notices or other communications to you under or in connection with these Terms and Conditions 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 or the Cardholder may vary your nominated email address for Electronic Communication by notifying us through the Website and satisfying us of your identity.

In addition, we may give you notices, information or other communications to you relating to the Card Facility :

- 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 Facility or during the Card activation or any changes made to this information; and
- may proceed on the basis that we are satisfied by that verification.

15.27. KEEPING YOUR CONTACT DETAILS UP TO DATE

You must notify us promptly of any change to your address and other contact details by updating your details through the Website. 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.

We accept no responsibility or liability for late, lost or misdirected SMS messages or emails caused by inaccurate provision of personal details by you, or by system constraints or failures experienced by your email or mobile phone service providers.

15.28. CHANGES TO THESE TERMS AND CONDITIONS

We reserve the right to change these Terms and Conditions of Use at any time. Except where we are required by a law or a Code 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 by sending an individual notice to you (either by giving it to you personally or by electronic communication).

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.

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.

15.29. 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.

15.30. 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 Facility will be decided under the laws of Queensland, Australia.

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

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