



Emerchants MasterCard® Gift Card Terms & Conditions

Effective: 1st December 2011

These are your Emerchants MasterCard Gift Card Terms and Conditions ("Terms and Conditions"). These Terms and Conditions have been prepared by Emerchants Limited ("Emerchants" and "We", "Us" or "Our") ABN 30 131 436 532. It's important you read this document carefully. You should immediately sign the signature panel on the back of your Card. The Card must be signed to be valid. By accepting and using your Card, you agree to be bound by these Terms and Conditions. In these Terms and Conditions, "Card" means the Emerchants MasterCard Gift Card.

The Bank of Western Australia Limited ("Bankwest") ACN 050 494 454, AFSL 236872 has sponsored Emerchants' access to the MasterCard and other payment systems. Bankwest has no contractual relationship with you in relation to the Card nor does it guarantee the Card or your ability to access any prepaid value or to use the Card.

Bankwest does not issue the Card to you and is in no way responsible for, or guarantees the Card or your ability to access any prepaid value or to use the Card. Emerchants is the issuer of the Card and your contractual relationship is solely with Emerchants.

To check your current Card value, transaction details and expiry date please refer to the website shown on the back of the Card.

How to Contact Us

If you have any questions, need more information concerning your Card, or require further copies of these Terms and Conditions, please contact Emerchants at any of the following:

Phone: 1300 513 378 from 8.30 am – 5.30 pm Monday to Friday (Sydney time)

Email: support@Emerchants.com.au

Fax: +61 7 3607 0111; or

Mail: Locked Bag 5 Fortitude Valley Business Centre QLD 4006

About Your Card

Emerchants is the issuer of the Card and is responsible for the provision of transaction processing systems, software and support services for MasterCard prepaid card solutions. When you use the Card, the amount available on the Card will be reduced by the amount of the purchase and any transaction fees until it reaches zero. We hold the value of all Cards in an aggregate account. You will not earn interest on these funds. The Card is not a credit card. The Card is not reloadable and cannot be reused after the Card balance has been exhausted or the Card expires which is twelve (12) months from the date of activation or the date shown on the back of the Card.

Using Your Card

You may use the Card anywhere in Australia to purchase goods and services from merchants that have agreed to accept MasterCard and that are equipped with a point of sale device that can process MasterCard transactions. You do not need to use the whole Card value in one transaction. You can make multiple purchases before the Card's expiry date, provided the total amount does not exceed the initial card value.

The Card may not be used:

- To obtain cash, money orders or foreign currency;
- To obtain cash backs from merchants on purchase transactions;
- In an ATM;
- To make regular, pre-authorized payments to third parties;
- To conduct gambling activities;
- For any illegal transaction; or
- Outside Australia.

You should also be aware of the following:

- No top ups are permitted;
- No change will be given;
- The cardholder has no right to any balance remaining on the Card upon expiry, termination or revocation.

Balance & Transaction Inquiries

It is your responsibility to keep track of the balance remaining on your Card. When you use your Card, you should be aware of the unused Card balance to ensure the amount of your transaction does not exceed your available Card balance. You may check the balance on your Card by calling 1300 513 378 during business hours or online at the website provided on the back of the Card.

Expiration

The Card expires on the date shown on the Card or a minimum of twelve months after the date of activation or when the entire value has been exhausted, whichever comes first. Any remaining card value will be forfeited when the card expires.

Termination

The Card is and shall remain our property. We may, at any time and without prior notice, cancel your Card and have you return the Card to us. Termination will not affect prior transactions or obligations existing at the time of termination.

Our Liability

If we do not complete a transaction arising from use of the Card on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are exceptions. We will not be liable, for instance: If through no fault of ours, you do not have a sufficient balance of funds on your Card to cover a particular transaction; If the terminal or system was not working properly; or If our delay or failure of performance is cause in whole or in part by fire, labour disputes, power failure, acts of terrorism, civil disturbances, computer failure or any other cause beyond our control.

Anti-Money Laundering and Counter Terrorism Financing Obligations

You should be aware that:

- 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 any other country). Where transactions are delayed, blocked, frozen or refused Emerchants and its correspondents are not liable for any loss you suffer howsoever caused in connection with your Emerchants MasterCard® Gift Card;
- We 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, we will disclose the information gathered to regulatory and/or law enforcement agencies.

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

You will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country); and

The underlying activity for which your MasterCard Gift Card is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other county).

Liability

Lost or stolen cards

You must treat your card like cash. Lost or stolen cards will not be replaced and the card value on lost or stolen cards will not be refunded.

Unauthorised transactions

You are responsible for the use and safety of your card. Therefore, you are responsible for all transactions on your card, including unauthorised transactions, except to the extent there has been fraudulent or negligent conduct by any of our employees, agents or service providers. Inform Emerchants immediately your Card has been lost or stolen or if you suspect possible unauthorised use on 1300 513 378. The Card will be disabled by Emerchants upon notification of such an event.

Protecting your card

To protect your card, you should:

- (a) sign it as soon as you receive it;
- (b) carry it with you whenever you can;
- (c) regularly check that you still have your card; and
- (d) not allow anyone else to use a card you have signed.

Resale

Resale of the Card is strictly prohibited. These Terms and Conditions are governed by the laws of Queensland.

Disclaimer of Other Liability

We are not liable to you for the failure or refusal of a third party to honor the Card. We disclaim any duty or responsibility other than those expressly set forth in these Terms and Conditions. In no event shall we be liable for consequential, indirect or special damages.

Ownership Disputes

If a dispute over the ownership of or the right to the use of the Card arises, we may refuse to authorise transactions until the dispute is resolved.

Merchant Dispute Resolution Procedures

If you use your Card at a merchant and a dispute arises with a merchant, you agree to settle the dispute directly with the merchant. Any unresolved dispute may be sent to us for assistance in settlement through MasterCard's chargeback and dispute resolution procedures.

Severability

In the event one or more of these Terms and Conditions shall be held invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining Terms and Conditions shall not be affected or impaired thereby.

Waiver

Failure by Emerchants Limited to exercise any of Our rights hereunder shall not be a waiver of any of Our rights.

Privacy

We may disclose information about the Card or transfers made to third parties:

- Where it is necessary to complete transfers;
- In order to comply with government agency or court orders;
- In order to protect you or the interests of Emerchants;
- If you give us permission to do so; and
- If we otherwise deem appropriate, to the extent permitted by law.

Amendments

We may amend these Terms and Conditions at any time.