

INCC PAYMENTS RELOADABLE MASTERCARD PRODUCT DISCLOSURE STATEMENT

In this Product Disclosure Statement for INCC Payments Reloadable Mastercard you will find:

Part A – General Information

and

Part B – Terms and Conditions including Fees and Charges

Dated 6 October 2020

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PART A GENERAL INFORMATION

1. ABOUT THIS PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (**PDS**) provides information about INCC Payments Reloadable Mastercard (**Card**). This PDS for the Card contains terms and conditions and other important information regarding the Card, including the fees and other costs that apply.

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.

This PDS is an important document designed to assist you in deciding whether to acquire the Card. Your contract with us for the Card is comprised of this PDS document incorporating the Terms and Conditions and You should read this PDS in full before accepting our offer of the Card described in this PDS.

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 anywhere in the world where Mastercard prepaid cards are accepted.

Your Card can only use the Stored Value within the transaction limits listed in Section 14.8 of the Terms and Conditions in Part B.

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.**

The Available Balance on the Card 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 the Card but may outsource these functions to other service providers. 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.

3. 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 or INCC App. Please contact INCC Payments via hello@incccards.com.au if the Cardholder requires assistance accessing electronic statements.

4. 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 your Card may need to be updated from time to time. Any updated information that is not considered to be materially adverse to Cardholders will be made available on the Website or through the INCC App. Alternatively, you 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.

5. PARTIES INVOLVED IN THE DISTRIBUTION OF THE CARD

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

EML is a principle 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. 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.

IN.C.C Payments Pty Ltd ACN 623 555 699 (**INCC Payments**) is an authorised representative of EML (authorised representative number #1283787) and is authorised by EML to arrange for the issue and distribution of the Card to INCC Payments' customers. When providing financial services in relation to the Card, INCC Payments acts on behalf of EML.

INCC Payments can be contacted from anywhere in Australia between using the contact details below:

Email: hello@incccards.com.au; or

Mail: INCC Payments PO Box 94 Newtown NSW 2042 Australia

6. ROLES OF THE CARD DISTRIBUTOR AND ISSUER

INCC Payments is responsible for arranging the issue and distribution of the Card and customer service support for Cardholders.

Neither INCC Payments, 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 your 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.

7. REGISTRATION AND IDENTIFICATION OF CARDHOLDERS

You or a Cardholder may be required to confirm identity details at any time and must supply any specified identification documentation within a reasonable period of time if requested; 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 14.20).

Failure to provide any requested identification documentation may result in use of the Card being suspended until the requested identification documentation has been provided.

8. SIGNIFICANT BENEFITS TO CARDHOLDERS

The significant benefits of the Card are as follows:

- The Card can be issued to Cardholders 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.
- Transactions on the Card are monitored for fraudulent or unauthorised transactions by EML;
- 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 14.8; and
- Cardholders can only access the Stored Value that You have loaded to the particular Card. It is not a credit Card.

9. 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:

- The ability to access the Stored Value on the Card is ultimately dependent on INCC Payments transferring the Stored Value to EML. Accordingly, if INCC Payments becomes insolvent or if there is otherwise a delay in the transfer of the Stored Value, there is a risk the Cardholder may not be able to access the Stored Value on the Card;
- 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 INCC Payments may cancel a Card at any time and in such circumstances any value remaining in the Card will be returned to you or INCC Payments;
- 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.

10. 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/>

11. TAX LIABILITY

A Cardholder 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. OTHER IMPORTANT INFORMATION

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, the Cardholder does not earn interest on the value loaded to the Card;
- Cardholders cannot use the card for withdrawals at an ATM or POS;
- 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, including information under the ePayments Code, will be Electronic Communication.

13. PROBLEMS OR DISPUTES

You should initially direct the query to the Distributor through the Website or INCC App or via email to hello@incccards.com.au. If You or the Cardholder have a problem with a purchase made using the Card, you must contact the relevant merchant first. The merchant's own policies in respect of refunds or returns will apply.

If You or the Cardholder have a complaint relating to the Card, you should contact INCC Payments who are the Distributor and administrator of the Card. INCC Payments will handle all complaints that are referred to it according to its internal dispute resolution procedures. INCC Payment's internal dispute resolution process requires INCC Payments to resolve most complaints within 10 calendar days.

If you are unable to resolve your issue with INCC Payments directly, you can escalate your enquiry to EML. If EML is unable to settle the complaint immediately to the satisfaction of the Cardholder, then EML will acknowledge the complaint by the end of the fifth (5th) Business Day after receipt of the complaint and may if relevant, request further details from you or the Cardholder.

Within 20 days of receiving the complaint or further instructions from the complainant, EML will:

- advise the complainant in writing of the results of its investigation; or
- advise the complainant that it requires further time (not exceeding 25 days) to complete its investigation.

Where an investigation continues beyond 45 days, EML will continue to provide the complainant with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, unless EML is waiting for a response from the complainant and the complainant has been advised that EML requires such a response.

If we are unable to resolve your complaint to your satisfaction or the satisfaction of the Cardholder within 45 days, you may be eligible to escalate the complaint with the Australian Financial Complaints Authority, or AFCA. AFCA may 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

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

PART B TERMS AND CONDITIONS

14. TERMS AND CONDITIONS

14.1. DEFINITIONS

AFSL means Australian Financial Services Licence.

ATM means Automated Teller Machine that accepts cards with the Mastercard brand for Cash withdrawals.

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.

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

Business means the corporate or government entity acquiring and funding the Card for their intended purposes.

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 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.

Card means the reloadable prepaid card as described in this PDS.

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

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.

Device means a compatible smartphone or wearable device that supports a Device Wallet, enabling you 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.

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 1st April 2001 and includes any subsequent amendments or replacements.

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 14.6.

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).

INCC App means the mobile application owned, operated and made available by INCC Payments.

INCC Payments means IN.C.C Payments Pty Ltd ACN 623 555 699.

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.

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

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 code delivered to you by text or email which is required to perform a transaction (often called 'Two Factor Authentication').

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

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.

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

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.

Product Disclosure Statement means this document.

Security Requirements means the Security Requirements described under section 14.9 “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 Business who offers the Card and may include the Cardholder where the context requires.

14.2. OVERVIEW

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

Each Cardholder must activate the Card issued to that Cardholder before it is used at the Website or through the INCC App. 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 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;
- Immediately report the loss, theft or unauthorised use of the Card to INCC Payments through the Website or the App;
- 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.

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

14.3. 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;
- You can load value to a Card only in accordance with these Terms and Conditions;
- The Card is not a credit Card;
- The Card is not a facility by which the Issuer takes deposits from you;
- There is no interest payable to you on the Available Balance on a Card;

- 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.

14.4. USING THE CARD

The Card can only be used if it is in credit, as a result of the loading of Value by you, as outlined in 14.5. 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 Cardholder must register as the cardholder via the Website or the INCC App and the Card is only valid if activated by the Cardholder and is used during the validity period shown on the face of the Card.
- The Cardholder can purchase goods and services using the Card and the payment is debited against your Available Balance. 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 cards are 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.
- The Cardholder agrees to not make or attempt to make transactions that exceed the Available Balance and will be liable for any Negative Balance or any transactions that exceed the Available Balance, along with any costs or interest we incur in recovering or attempting to recover from 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;
- Cardholders cannot "stop payment" on any transaction after it has been completed. If there is 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 they cannot resolve the dispute with the merchant, they should contact EML.
- If the Cardholder is entitled to a refund for any reason relating to a transaction, they 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 they 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 they will have no access to those funds unless a replacement Card has been issued;
- We are not liable in any way when an authorisation is declined for any particular transaction regardless of reason;
- If the Cardholder permits someone else to use the Card, they 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

- The Card may not be used for any direct or recurring debit payments.

A Cardholder:

- Must not use the Card to obtain Cash Advances or to pay any fines incurred by them;
- Cannot transfer any amount to the credit of the Card to another account; and
- Cannot transfer funds from any other account to the Card.

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.

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.

14.5. LOADING OF STORED VALUE

Stored Value can be loaded to a Card only by You as specifically provided in these Terms and Conditions and subject to the limits shown in Section 14.8.

14.6. 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.

Applicable fees are as follows:

Fees and Charges to be paid by the Cardholder	
Fees and Charges (deducted from the Available Balance)	Amount
Online servicing (Available Balance and past transactions)	Nil
Online enquiry	Nil
Card Issuing Fee	\$9.00
Load Fee	1.5% of load value
Monthly Inactive Card Fee (applied after 180 days of inactivity)	\$4.40

Card Replacement Fee – when You request a replacement Card for a lost, stolen or damaged Card	\$9.00
Card cancellation or account closure fee	\$9.00
Card renewal fee	\$9.00
Mastercard Foreign Exchange Fee	2.99% of the transaction value calculated in AUD
Dispute Transaction Fee (payable if a disputed transaction is found to be authorised).	\$27.50

Any 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.

14.7. 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 14.6 Fees, Charges and Costs.

14.8. LIMITATIONS OF USE OF THE CARD

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

Load/transaction	Limit
Point of Sale Limits	
Maximum Point of Sale transaction limit (per transaction)	\$4,999
Daily Point of Sale limit	\$4,999
Maximum number of transactions per day	10
Load and Account Limits	
Available Balance limit	\$4,999
Minimum Load to Card per transaction	\$50

14.9. PIN SETUP OR CHANGE

A PIN will need to be set before a Cardholder can use the Card:

- The Cardholder will need to register the Card online by following the process contained in the PIN Mailer or through the INCC App; and
- as part of the registration process, the Cardholder will be able to set their 4 digit PIN.

You can change the PIN either through the Website or through the INCC App.

14.10. 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.

A Pass Code may be provided to your registered Device to complete a transaction – this is often referred to as Two Factor Authentication. Where you are provided a Pass Code for Two Factor Authentication, you must not disclose that Pass Code to any other person.

14.11. AUTHORISED TRANSACTIONS

Certain transactions on the Card 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 to go into debit balance or increase the amount of any existing debit balance. Once an authorisation is obtained, it will reduce the amount of available funds in the Card.

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

14.12. PAYMENTS WITH THE CARD

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

If a Cardholder makes, or attempts to make, any transactions that exceed the Available Balance of the Card 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 has a Negative Balance, such balance is a debt immediately payable by you.

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

14.13. 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 INCC Payments **IMMEDIATELY** by:

- contacting INCC Payments at:
 - through the Website or the INCC App;
 - hello@inccards.com.au; 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 INCC Payments or EML by telephone during the hours of operation stated above and INCC Payments 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 INCC Payments 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.

14.14. LIABILITY FOR UNAUTHORISED TRANSACTIONS

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

Where you are not liable

You will not be liable for losses resulting from Unauthorised Transactions where it is clear that You or the Cardholder 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 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 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.

If it is unclear whether you or the Cardholder contributed to the loss caused by an Unauthorised Transaction that required a PIN, the amount of your liability will be limited to the lesser 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.

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 card 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 card 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 INCC Payments or EML.

The Mastercard card 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 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 card 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).

You acknowledge that you will not receive paper statements from us regarding the operation of your Cards. Periodic statements showing the transactions on Cards and their Available Balance are available on the Website or through the INCC App.

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 immediately. 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.

14.16. 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.

14.17. 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 and we reserve the right not to reissue a Card. You will need to register and activate the new Card in accordance with section 14.4 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 or INCC Payments we decide not to. This includes where we have otherwise cancelled the Card or terminated the Card.

14.18. CARD CANCELLATION AND TERMINATION

We may cancel a Card at any time. From the date we notify you that we have cancelled a Card, the Card must not be used and must be destroyed. Where a Card has been cancelled by us, the Cardholder must immediately 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 will be forfeited to INCC Payments.

You may terminate a Card 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 debit balance of the Card (if any) to us.

We may terminate a Card if a Cardholder does not comply with these Terms and Conditions or if we cancel the applicable Cards. On termination of the Card, the Cardholder you must destroy the Card it by cutting it diagonally in half. You will remain liable for any transactions debited to the Card 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.

14.19. 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.

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 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 Cards, 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 Cards (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 Cards (whether a failure to provide the Card or its loss, theft or destruction).

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 providers (except to the extent that we are deemed liable under the ePayments Code).

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.

14.20. 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). In certain circumstances, EML 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' (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 with you if you do not provide this information.

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 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, EML is not liable for any loss you suffer (including consequential loss) howsoever caused in connection with a Card;
- 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 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 Cards are being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

14.21. 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. We may also use this Personal Information to:

- To ensure that the Card properly functions with the Cardholder's Device;
- 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).

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 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.

Information will be disclosed to third parties about the Cards, or transactions made with the Cards, whenever allowed by law and 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 disclose your personal information outside Australia, unless such disclosure is required by law and is within the terms of our Privacy Policy.

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 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/>

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

14.23. KEEPING YOUR CONTACT DETAILS UP TO DATE

You must notify us immediately of any change to your address and other contract 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.

14.24. 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;
- 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 an individual notice to you (either by giving it to you personally or by electronic communication).

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.

14.25. 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.

14.26. 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 New South Wales, 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 may be conducted in the courts at Sydney, New South Wales, Australia.