

The VPAY Gift Card ("Card") is issued by Heritage Bank Limited ABN 32 087 652 024, AFSL 240984 ('we/us/our'). In these conditions 'you' are the Card purchaser or user. EML Payment Solutions Limited ("EML") ABN 30 131 436 532, AFSL 404131 has developed and promoted the Card. If you acquire the Card you will have a contract with us.

1. By using the Card you agree to be bound by these Terms and Conditions. You must give these conditions to the user of the Card if that is not you. The Card remains our property.

2. The Card is a prepaid, single load Visa card number that you can use for shopping on the internet, over the phone or by mail order at any merchant around the world that accepts Visa for card not present transactions. The Card can only be used in shopping environments where a physical card is not present (online, over the phone or mail order). It cannot be used for face to face transactions at merchants, financial institutions or ATM's. You make payments with the VPAY Gift Card just like you would for card not present transactions made with a standard Visa card, by using a Visa number, expiry date and 3-digit CVV2 number (security code).

3. The Card is not a credit card and nor is it linked to a deposit account with us. The Card cannot be used for purchases where a physical card is needed to make the purchase transaction. Some merchants may choose not to accept Visa Prepaid as a method of payment.

4. To obtain the Card, you must first register an account by following the prompts at www.vpay.com.au. You will need to provide a valid e-mail address during the registration process. Once registered, you simply log in at www.vpay.com.au using your valid email address and password that you selected during the registration process and enter the voucher number displayed on the Card pack that was purchased. Your 16-digit card number will then be displayed on the card activation screen and the Card's expiry date and CVV2 security code will be emailed to you instantly. Keep a record of the CVV2 security code and expiry date for reference when you use the Card. You are now ready to use your Card. Your account can be used for additional Card activations.

5. The Card cannot be used to make transactions that exceed the available balance. For such a transaction you need to pay the difference by another method if the merchant agrees.

6. The Card is not reloadable. It is valid for thirty-six (36) months from the date of on-line activation or when the entire value has been exhausted, whichever occurs first. At expiry, the remaining available balance will be forfeited. We will not give you any notice before this happens.

7. The Card cannot be used to obtain or redeem cash and cannot be used for making direct debit, recurring, or regular instalment payments. Authorisations may be declined at some merchants (such as gambling merchants or merchants who choose not to accept Visa Prepaid cards). We are not liable in any way when authorisation is declined for any particular transaction except where the authorisation has been declined because of an act or omission on our part.

8. The Card is like cash. We have no obligation to replace or refund value for misused, lost, stolen or damaged Cards except where we have breached any condition or warranty implied under consumer protection legislation that cannot be excluded in these terms and conditions (for example, warranties as to the exercise of due care and skill in providing services and as to fitness for purpose of materials we provide).

9. You are responsible for all transactions on the Card, except where there has been fraud or negligence by our staff or agents. If you notice any error relating to the Card, you should notify EML Client Services immediately on 1300 513 378 during business hours or alternatively you can send an email to support@emlpayments.com.au.

10. If you have a problem with a purchase made with the Card, or a dispute with a merchant, you must deal directly with the merchant involved. If you cannot resolve the dispute with the merchant, you can contact EML Client Services on 1300 513 378 during business hours or alternatively you can send an email to support@emlpayments.com.au.

11. We may restrict or stop the use of the Card if suspicious activities are noticed.

12. Any refunds on Card transactions are subject to the policy of the specific merchant. Refunds may be in the form of a credit to the Card, cash refund or in-store credit. If the Card expires or is revoked before you have spent any funds resulting from a refund (whether or not the original transaction being refunded was made using the Card) then you will have no access to those funds.

13. You are responsible for checking your transaction history online and knowing your available balance. You can view your balance and transaction history at www.vpay.com.au or by phoning 1300 513 378 during business hours.

14. A 2.99% foreign exchange conversion fee applies to transactions in any currency other than Australian dollars and is calculated on the Australian dollar transaction amount. This will be included in the total transaction amount debited to the Card.

15. All fees will be deducted directly from the available Card balance.

16. If you have a query about the Card, you should initially contact EML by phoning Client Services on 1300 513 378 during business hours. If you have a complaint relating to the Card, please contact EML at any of the following:

Phone: 1300 513 378 from 8am – 5pm Monday to Friday (Sydney time)

Email: support@emlpayments.com.au

Mail: Locked Bag 5
Fortitude Valley Business Centre
Queensland 4006

17. Information will be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law, and also where necessary to operate the Card and process transactions. A full privacy policy can be viewed at www.vpay.com.au.

18. We reserve the right to change these Terms and Conditions at any time. Any changes to the Terms and Conditions can be viewed at www.vpay.com.au.

