



## EML Prepaid Visa Terms and Conditions of Use

The NT Seniors Recognition Scheme Prepaid Visa Card ('Card') is issued by Heritage Bank, a trading name of Heritage and People's Choice Ltd ABN 11 087 651 125, AFSL and Australian Credit Licence 244310 ('we/us/our'). In these terms and conditions of use 'you' are the Card user. EML Payment Solutions Limited ("EML") ABN 30 131 436 532, AFSL 404131 has developed and distributes the Card. If you acquire the Card you will have a contract with us.

These Terms and Conditions govern the use and operation of the Card. They apply to all transactions involving the use of your Card or Card details.

### Accepting the Card and agreeing to these Terms and Conditions of Use

1. By signing the back of the Card, or using the Card, you agree to be bound by these Terms and Conditions of Use.
2. The Card must be signed before use. You must not give your Card or PIN to another person.
3. We are not responsible for transactions on the Card that are processed in breach of these Terms and Conditions of Use.

### How and where you can use the Card

4. The Card is a Visa prepaid card that can be used for purchasing goods and services at merchants that qualify under the NT Seniors Recognition Scheme. For more information on where you can use the Card, please visit [www.ntconcessions.nt.gov.au](http://www.ntconcessions.nt.gov.au).
5. The Card is not a credit card and does not form an extension of credit. The card is not linked to a deposit account with us. The use of the credit button is for processing only.
6. In some circumstances, you may not be required to enter your PIN to complete a purchase. Further, you should never enter your PIN when using the Card for online purchases.
7. You must not use the Card for any unlawful purpose, including the purchase of goods or services that are prohibited under Australian law.
8. The Card cannot be used for transactions at ATMs or over the counter at financial institutions.
9. The Card cannot be used to obtain or redeem cash and cannot be used for making direct debit, recurring, or regular instalment payments.

### Purchases exceeding the Card value

10. 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.

### Validity and expiry of the Card

11. The Card is not reloadable.
12. The Card is valid until the expiry date shown on the front of the Card and cannot be used after expiry. At expiry, the remaining available balance will be forfeited. We will not give you any notice before this happens.

### Card acceptance and our responsibility

13. Authorisations may be declined at some merchants.
14. 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.
15. We are not responsible for the quality of the goods or services supplied to you.
16. We are not responsible for transactions where:
  - a. merchants are processing in a manner that bypasses, or attempts to bypass the authorisation process;
  - b. the transactions are not for the purpose of the program; and
  - c. in relation to travel purchases, the travel is cancelled by either the traveller or travel provider prior to the travel.

### Fees

17. We do not charge any fees for issuing the card or loading the balance of \$550. However, if you lose the card, forget your PIN or the card is stolen or damaged a reissue fee may apply.
18. We do not charge a fee for approved transactions. However other card administration fees including declined transactions for insufficient funds, incorrect PINs, attempted cash withdrawals, will be deducted from the card balance.
19. Some merchants may charge you for using the Card and such fees may be deducted from the balance of your Card at the time of the transaction.

20. 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.
21. For further information about fees and charges, please visit [www.ntconcessions.nt.gov.au](http://www.ntconcessions.nt.gov.au).

### **Your Card, your responsibility**

22. You are responsible for the use and safety of your Card and PIN. You are therefore 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 or agents.

### **Errors and complaints**

23. 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 download a disputed transaction form from [www.ntconcessions.nt.gov.au](http://www.ntconcessions.nt.gov.au) or contact 1800 777 704 during business hours.
24. We may restrict or stop the use of the Card if suspicious activities are noticed.
25. 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 (Brisbane time)  
Email: [support@emlpayments.com.au](mailto:support@emlpayments.com.au)  
Mail: Locked Bag 5, Fortitude Valley BC, 4006

### **Refunds or exchanges**

26. Any refunds on Card transactions are subject to the policy of the specific merchant. Refunds will be processed as a credit back to the Card, no cash or in store credit will be allowed. 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.

### **Checking your Card balance and transaction history**

27. You are responsible for checking your transaction history online and knowing your available balance. You can access your balance and transaction history by visiting [www.ntconcessions.nt.gov.au](http://www.ntconcessions.nt.gov.au) or by phoning 1800 777 704 during business hours.

### **Privacy and confidentiality**

28. 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 <https://www.emlpayments.com/privacy>.

### **Lost, Stolen or Damaged Cards**

29. You must treat your Card like cash. If your Card or your PIN record is lost or stolen or if you suspect that unauthorised transactions have been made you can report this by calling 1800 777 704 (24 hours a day, 7 days a week).
30. You should notify the NT Concession and Recognition Unit of damaged cards on 1800 777 704 during business hours or alternatively you can send an email to [ntconcessionandrecognition@nt.gov.au](mailto:ntconcessionandrecognition@nt.gov.au). A damaged Card will only be replaced if there are available funds remaining.
31. A satisfactory identification check will be required before any replacement card is issued.
32. If we agree to replace a Card the Card Value at the relevant time will be loaded onto a new Card. This may incur a card reissue fee which will be deducted from the transferred amount, cardholders will be advised of any card reissue fee. All fees and charges will be published at [www.ntconcessions.nt.gov.au](http://www.ntconcessions.nt.gov.au).

### **Changes to these Terms and Conditions of Use**

33. We reserve the right to change these Terms and Conditions of Use at any time. A current version of the Terms and Conditions of Use can be viewed at [www.ntconcessions.nt.gov.au](http://www.ntconcessions.nt.gov.au).

### **Applicable law**

34. These Terms and Conditions of Use are to be construed and enforced in accordance with the laws of Queensland, Australia. Any dispute arising from your receipt or use of a Card is exclusively subject to the jurisdiction of the courts of Queensland, Australia.