

# CHERRYPAY DIGITAL MASTERCARD® PRODUCT DISCLOSURE STATEMENT

In this Product Disclosure Statement for the **cherrypay** Digital Mastercard you will find:

**Part A – General Information**

and

**Part B – Terms and Conditions including Fees and Charges**

Dated 27 July 2021

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## PART A GENERAL INFORMATION

### 1. ABOUT THIS PRODUCT DISCLOSURE STATEMENT

This document (comprising Part A and Part B) forms the Product Disclosure Statement (PDS) for your **cherrypay** Digital Mastercard (the **Card**). The PDS contains important information, including the fees and other costs that apply to the Card.

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

This PDS is an important document designed to assist you in deciding whether to acquire the financial product to which it relates – the Card. You should read this PDS in full before using your Card.

Your contract with EML for the Card is comprised of this PDS document incorporating the Terms and Conditions, which contains important information regarding your Card.

The information in this PDS does not consider 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

Your Card is a prepaid, reloadable Digital Mastercard. Your card provides you with the means to access your Stored Value anywhere in the world where prepaid Mastercard cards are accepted.

Your Card can only use the Stored Value within the Card within the transaction limits listed in Section 15.8 of the Terms and Conditions in Part B.

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

### 3. STATEMENTS OF ACCOUNT

By successfully applying for and using the Card, you acknowledge that we do not provide, and you will not receive, paper statements. Electronic statements showing Card transactions and Available Balance are available for viewing on the App. Please contact Cherry Hub (as defined in section 5) by emailing them at [support@cherryhub.com.au](mailto:support@cherryhub.com.au) if you require any 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. 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

**EML Payment Solutions Limited ABN 30 131 436 532 (EML)**, is the holder of Australian Financial Services License (AFSL) number 404131. Under its AFSL, EML is authorised to provide financial services including arranging for the issue of non-cash payment facilities to the Card.

**Cherry Hub Pty Ltd ABN 61 642 144 992 (Cherry Hub)** is an authorised representative of EML (authorised representative number 1292040) and is authorised by EML to arrange for the issue of the Card. When providing financial services in relation to the Card, Cherry Hub acts on behalf of EML. Cherry Hub operates under the **cherrypay** brand, and a reference in this document to “**cherrypay**” is a reference to a product or service provided by Cherry Hub under the **cherrypay** brand.

Cherry Hub can be contacted via:

Mail: International Towers, 100 Barangaroo Avenue, Tower 1, Level 35, Sydney, NSW, 2000, Australia  
Phone: 1300 944 140  
Email: [support@cherryhub.com.au](mailto:support@cherryhub.com.au)  
Website: [www.cherryhub.com.au](http://www.cherryhub.com.au)

## 6. CARD ISSUER

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

EML is a principal member of Mastercard International Incorporated and the holder of AFSL number 404131. Under its AFSL, EML is authorised to provide financial services including arranging for the issue of non-Cash payment facilities through 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 between 8:30am to 5pm Queensland time  
Mail: Level 12, 333 Ann Street, Brisbane Qld 4000  
Email: [support@emlpayments.com.au](mailto:support@emlpayments.com.au)  
Website: [www.emlpayments.com](http://www.emlpayments.com)

## 7. ROLES OF THE CARD DISTRIBUTOR AND ISSUER

Cherry Hub is responsible for the distribution of the Card and customer service support for Cardholders.

The Available Balance on your 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. EML holds the Available Balance 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 Cherry Hub, 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 and where one or more of your objectives, financial situation and needs has been considered) 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.

## 8. WHO IS ELIGIBLE FOR THE CARD?

To be eligible for the Card you must be:

- 18 years of age or older;
- an Australian resident; and
- a verified member with an account with **cherrypay** or Cherry Hub.

## 9. SIGNIFICANT BENEFITS TO CARDHOLDERS

The significant benefits of the Card are as follows:

- the Card is a prepaid, reloadable Digital 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;
- you can load (or reload) value onto your Card by transferring funds from your personal bank account to your **cherrypay** account. You will need your **cherrypay** BSB and Account Number details, provided through the App, to perform this type of transaction from your personal bank account;
- Stored Value may also be loaded onto your Card by Cherry Hub transferring funds from your loyalty, promotions and rewards membership with your Participating Club to your **cherrypay** account's Available Balance;
- the Card can be added to a Device Wallet as a Tokenised Card, enabling you to use your Device as a payment method linked to the Card;
- you can use the Card to make simple and secure payments with the Pays;
- 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 15.8; and
- you can access only the value that you have loaded to the Card. It is not a Credit Card.

## 10. 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. There may be other risks that relate to the use of your Card.

Significant risks to cardholders are:

- the ability to access the Stored Value on the Card is ultimately dependent on Cherry Hub transferring the Available Balance from your **cherrypay** account to EML. Accordingly, if Cherry Hub becomes insolvent or if there is otherwise a delay in the transfer of your Available Balance, there is a risk you may not be able to access the Stored Value on the Card;

- the Card will expire at the date shown on the front of the Card. You cannot access any value loaded on the expired Card;
- Unauthorised Transactions can happen using the card if the Device is lost or stolen, the Device Pass Code is revealed to any other person, or because of fraud;
- unintended transactions may occur if you have multiple cards added to your Device Wallet and you inadvertently use the Card for purchases;
- incorrect amounts may be charged if you do not confirm the correct transaction amount before authorising a Contactless Transaction;
- unintended transactions may occur if electronic equipment with which the Card is being used is operated incorrectly or details are inputted incorrectly;
- you might not be able to get your money back if Unauthorised Transactions or unintended transactions occur;
- if the electronic network enabling the use of the Card is unavailable, you may not be able to undertake transactions or get information using the Card;
- your Device could be lost, destroyed or stolen;
- the Financial Claims Scheme (as referred to in section 11) does not apply in relation to the Card or your Available Balance.

## 11. 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 your Card.**

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

## 12. YOUR TAX LIABILITY

You should obtain your own independent tax advice in relation to the impact your use of the Card may have on your personal tax liability, as EML has not considered your individual circumstances or needs when arranging for the issue or distribution of your Card.

## 13. OTHER IMPORTANT INFORMATION

There are 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, you do not earn interest on the value loaded to the Card;
- value loaded on your Card from the **cherrypay** account will usually become available for use by you immediately for in-person, and card not present, transactions;
- press the Credit button on the EFTPOS Device to access the Available Balance; and
- the method of communication that EML will use to give you information, including information under the ePayments Code, will be Electronic Communication.

## 14. PROBLEMS OR DISPUTES

When you provide feedback to us, we can improve our services to you. If you have a query about the Card, you should initially direct the query to Cherry Hub.

Cherry Hub can be contacted via:

Mail: International Towers, 100 Barangaroo Avenue, Tower 1, Level 35, Sydney, NSW, 2000, Australia

Phone: 1300 944 140

Email: [support@cherryhub.com.au](mailto:support@cherryhub.com.au)

Website: [www.cherryhub.com.au](http://www.cherryhub.com.au)

If you are unable to resolve your issue with Cherry Hub directly, you can escalate your enquiry to EML. EML will aim to resolve the matter on your initial contact. However, if the matter cannot be resolved immediately, we will commit to taking the following steps:

- letting you know who is handling your complaint;
- keeping you informed of what is happening; and
- aiming to resolve your complaint within 21 Business Days.

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

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.

If we are unable to resolve your complaint to your satisfaction within 30 days of your initial contact with us, 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:

Mail: GPO Box 3, Melbourne VIC 3001;

Phone: 1800 931 678 (free call)

Website: [www.afca.org.au](http://www.afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)



## PART B TERMS AND CONDITIONS

### 15. TERMS AND CONDITIONS

#### 15.1. DEFINITIONS

**Account Number** means a unique numerical combination of six (6) to ten (10) digits provided for the purpose of identifying your personal **cherrypay** account.

**AFSL** means Australian Financial Services Licence.

**App** means the **cherrypay** mobile application provided by Cherry Hub which allows you to manage your Card, review transactions and check your available balance.

**ATM** means Automated Teller Machine.

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

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

**BSB** means the Bank-State-Branch six-digit number that identifies the banking institution connected to your **cherrypay** account.

**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 the **cherrypay** Mastercard and unless referenced separately, means a Tokenised Card.

**Cherry Hub** means Cherry Hub Pty Ltd ABN 61 642 144 992.

**cherrypay account** means the account you maintain with Cherry Hub that is linked to your membership with a Participating Club.

**Contactless Transaction** means a transaction made by holding a Device (which can make a Contactless Transaction) against an EFTPOS Device to complete a transaction, rather than inserting a physical card into the EFTPOS Device.

**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 Pass Code** 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.

**EFTPOS/POS** means Electronic Funds Transfer at Point Of Sale/Point Of Sale.

**EFTPOS Device** means the device included in an authorised interchange network used by merchants to accept cards for purchases at POS, including for Contactless Transactions.

**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.

**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, as amended on 20 March 2013, and includes any subsequent amendments or replacements.

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

**Expiry Date** means the expiry date printed or displayed on the front, or back, of the Card as the case may be.

**Financial Claims Schemes** 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.

**Funds Redemption Request** has the meaning given to it in section 15.17.

**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.

**Load Fee** refers to fees payable for a Load Transaction.

**Load Transaction** means a transaction to load Stored Value to the relevant Card

**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 on the Card and provided in your Device.

**Pass Code** means a password or code that you must keep secret that is used to authenticate your identity or a transaction. Examples include a code delivered to you by text message to your mobile phone 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.

**Participating Club** means a venue or club of which you are a member, and which links its membership program to Cherry Hub, allowing you to access membership, loyalty and promotion benefits using the Card.

**Personal Information** means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about you when your identity is apparent or can reasonably be ascertained from the information or opinion.

**POS Transaction** means Point of Sale transactions.

**Product Disclosure Statement** means this document.

**Security Requirements** means the Security Requirements described under section 15.10 "Card Security".

**Stored Value** means the total amount of the Available Balance of your **cherry**pay account transferred to your Card and available.

**Terms and Conditions** means Part B of this document.

**Tokenised Card** means the process in which the sensitive personal information (including, but not limited to, a 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 Transactions 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 you or by anyone performing the transaction with your knowledge and consent.

**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 secured web site for the Card and any additional or replacement website we notify you as the website for the purposes of these Terms and Conditions from time to time.

**you** refers to a person who has opted in for and has been (or is to be) issued with the Card. Any other grammatical form of the word "you" has a corresponding meaning.

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## 15.2. OVERVIEW

These Terms and Conditions govern the use of the Card. Please read them carefully and keep a copy for your records. By loading the Card to your Device Wallet or using the Card, you agree to be bound by these Terms and Conditions. You also acknowledge and agree to the disclosures and other information contained in the Product Disclosure Statement. Those disclosures and information form part of the agreement between you and EML except to the extent that these Terms and Conditions provide otherwise or qualify the disclosures and information.

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## 15.3. THE CARD

- the Card is a prepaid, reloadable Mastercard card and value must be loaded to the Card before it can be used;
- you, or Cherry Hub, can load Stored Value to the Card in accordance with these Terms and Conditions;

- you cannot access or withdraw cash from the Card, either at an ATM or POS;
- the Card allows purchases to be made wherever Mastercard cards are honoured for electronic transactions if a sufficient Available Balance exists for the transaction;
- the Card is not a Credit Card;
- the Card is not a facility by which EML takes deposits from you;
- if you permit someone else to make a purchase with the Card, including by using your Device, you will be responsible for any transactions initiated by that person with the Card;
- there is no interest or other return payable to you on the Available Balance on the Card; and
- the Card remains the property of EML and you must delete the Card from your Device if we ask for it to be deleted.

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#### 15.4. USING THE CARD

- you must register as the cardholder of the Card via the App by following the prompts;
- your Card will be activated and ready for use upon tokenisation;
- you can purchase goods and services using your Card and the payment is debited against your Available Balance. The Card allows you to purchase goods and services:
  - at an outlet within Australia that has EFTPOS Device by either:
    - selecting the 'credit' button wherever Mastercard cards are accepted; or
    - making a Contactless Transaction;
  - over the telephone or the internet by providing the PAN, expiry date and security code; or
  - at outlets overseas wherever Mastercard cards are accepted;
- when you are paying for goods and services by selecting the 'credit' button at an EFTPOS Device or providing the Card number to a merchant over the telephone or the Internet, you'll 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 ATM transactions or transactions not processed by Mastercard;
- you agree not to make or attempt to make transactions that exceed the Available Balance;
- if you make or attempt to make any transactions that exceed the Available 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 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;
- you can use your Card within the limits specified in section 15.8 provided that you do not exceed the Available Balance and the expiry date for the Card has not passed;
- EML or Cherry Hub may restrict or stop the use of the Card if excessive uses of the Card or other suspicious activities are noticed;
- you cannot "stop payment" on any transaction after it has been completed. 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 should contact EML;
- if you are entitled to a refund for any reason relating to a transaction, you agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to your Card, Cash refund or in store credit. If the Card is expired or revoked before you have spent any value loaded to

the Card resulting from a refund then you will have no access to those funds unless a replacement Card has been issued to you;

- we are not liable in any way when an authorisation is declined for any particular transaction regardless of reason;
- if you permit someone else to use the Card, you will be responsible for any transactions initiated by that person with the Card;
- you may not make pre-authorized regular payments with the Card; and
- your Card may not be used for any direct or recurring debit payments or for any mail or telephone order transactions.

## 15.5. FEES AND CHARGES

You agree to pay the fees provided in these Terms and Conditions. Whenever any of these fees are incurred or become payable, you authorise us to deduct it from the Available Balance and reduce the Available Balance accordingly.

Applicable fees are as follows:

| Fees and Charges to be paid by the Cardholder  |   |
|--|---|
| <b>Card Issue Fees</b>   |   |
| Digital Card Issue Fee   | \$4.00  |
| Replacement Card Fee   | \$4.00  |
| <b>Funds Loaded</b>  |   |
| Load Fee for funds from venue loyalty, promotions, and rewards   | Nil   |
| Load Fee for funds transferred from external bank account  | 1.5% of load value                            |
| <b>Account Keeping Fees</b>  |   |
| Online servicing (Available Balance and past transactions)   | Nil   |
| Online Enquiry   | Nil   |
| Foreign exchange fee   | 2.99% of the total amount of each transaction |
| Disputed transaction fee (per transaction) (payable if a disputed transaction is found to be authorised) | \$27.50                                       |
| Manual funds transfer fee – Card to external account transfer  | \$27.50                                       |

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.

## 15.6. LOADING OF VALUE

Value can be loaded to the Card only as specifically provided in these Terms and Conditions and subject to the limits shown in Section 15.8.

The minimum value that can be loaded to the Card at any one time is \$10.00 (Australian dollars).

### 15.7. FOREIGN TRANSACTIONS

The Available Balance on your 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 a Foreign Exchange Fee:

- You 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;
- You spend 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 15.5 Fees and Charges.

### 15.8. LIMITATIONS OF USE OF THE CARD

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   |
|---|---------|
| <b>Point of Sale Limits</b>   |         |
| Maximum Point of Sale transaction amount (in any one transaction)   | \$4,999 |
| Daily Point of Sale limit per day (cumulative for all transactions) | \$4,999 |
| Maximum number of transactions per day                              | 25      |
| <b>Load and Account Limits</b>                                      |         |
| Maximum Card Balance at any one time                                | \$4,999 |

|  |         |
|--|---------|
| Daily Total Limit                            | \$4,999 |
| Maximum Load to Card in any one transaction  | \$4,999 |
| Maximum Load to Card per 24 hours            | \$4,999 |
| Maximum number of loads to Card per 24 hours | 10      |

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### 15.9. PASS CODES

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.

---

### 15.10. SECURITY

You must make sure that you keep the Device, Identifiers and Pass Codes safe and secure. The precautions we require you to take (**Security Requirements**) are set out below. You must not:

- allow anyone else to use the Card;
- unnecessarily disclose the PAN;
- write, or carry, the Device Pass Code on anything carried with the Device that is liable to loss or theft simultaneously with the Device, unless you make a reasonable attempt to protect the security of the Device Pass Code;
- voluntarily disclose the Device Pass Code or Pass Code to anyone, including a family member or friend;
- allow someone else to register a Biometric Identifier on your Device; or
- provide any Device Pass Code to another person to access your Device.

To safeguard your Card from unauthorised use, you should:

- always lock your mobile device;
- assign a Device Pass Code to unlock your mobile device;
- not share your Device Pass Code with anyone;
- not leave your Device unattended;
- remove any other registered Biometric Identifier which is not your own from your Device;
- ensure that any security details to access your mobile device or authorise a payment with your Device is not easily guessed;
- immediately report the loss, theft or unauthorised use of your Device to EML on 1300 739 889;
- examine your **cherry**pay account statement on the Website or the App to identify and report, as soon as possible, any instances of unauthorised use; and
- on the Expiry Date, delete the Card from your Digital Wallet.

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### 15.11. LOSS, THEFT AND MISUSE OF CARDS

If you know or have reason to suspect that your Card or Device is lost or stolen or damaged, likely to be misused or you have reason to suspect that someone else may know the Identifiers, Device Pass Code or Pass Code, you must immediately notify Cherry Hub or EML. We will then suspend your Card to restrict further use.

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

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

There is a fee involved to have a replacement Card issued in accordance with the table in section 15.5.

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### 15.12. 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 you have not contributed to the loss.

You will not be liable for losses resulting from Unauthorised Transactions which 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 you have received the Card and/or Pass Code (including a reissued Card and/or Pass Code);
- a transaction being incorrectly debited more than once to your Card; or
- an Unauthorised Transaction performed after you have informed us that your 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 an Unauthorised Transactions that can be made using an Identifier without Device Pass Code or Pass Code. Where a transaction can be made using the Card, or a Card and an Identifier (such as a Contactless Transaction using the Tokenised Card) without a Pass Code, you are liable only if you unreasonably delay reporting the loss or theft of a Device.

#### **Where you are liable**

You are liable for loss resulting from an Unauthorised Transaction if we can prove on the balance of probability that you contributed to the loss through fraud or breaching sections 15.11 and 15.12 of these Terms and Conditions. In those circumstances you are liable in full for the actual losses that occur between



when you become aware (or should reasonably have become aware) of the theft or misuse of a Card or Device or the compromise of the Pass Code, and when you reported it to us; however:

- you are not liable for the portion of losses incurred on any one day more than any applicable daily transaction limit; and
- you are not liable for the portion of losses incurred in any period more than any applicable periodic transaction limit; and
- you are not liable for the portion of losses that exceeds the Available Balance; and
- you are not liable for the portion of losses incurred if you and we had not agreed that the Available Balance could be accessed using the Card or identifier and/or Device Pass Code used to perform the transaction.

You will be liable for losses arising from an Unauthorised Transaction if we can prove on the balance of probability that you contributed to those losses by unreasonably delaying reporting the misuse, loss or theft of a Card or Device, or that the security of all Device Pass Codes 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, or should reasonably have become aware in the case of a lost or stolen Card, but:

- you are not liable for the portion of losses incurred on any one day more than any applicable daily transaction limit; and
- you are not liable for the portion of losses incurred in any period more than any applicable periodic transaction limit; and
- you are not liable for the portion of losses that exceeds the Available Balance; and
- you are not liable for the portion of losses incurred if we and you had not agreed that the Available Balance could be accessed using the Card or Identifier and/or Device Pass Code used to perform the transaction.

If a Pass Code was required to perform an Unauthorised Transaction not already covered above, you will be liable for 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 Pass Code 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 Mastercard Scheme Rules, at the time of the report, against other parties to the Mastercard scheme (for example, chargeback rights).

### **Important Information about Chargebacks**

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 your Available Balance. We can only process chargebacks if the Mastercard Scheme Rules allow us to.

In some circumstances, you may be able to request a chargeback of a transaction when you have a dispute with a merchant; for example:

- where goods or services you paid for using the Card were either not as described or defective;
- where goods or services you paid for using the Card were not provided;
- where there was an Unauthorised Transaction on the Card;
- where the transaction amount differs to the purchase amount; or
- where you believe a transaction has been duplicated.

If you believe that you are entitled to a chargeback, you must notify us as soon as possible by contacting EML, as 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 you request a chargeback, we may need you to provide additional information. If we do ask you for additional information and you do not provide it within 10 days, then you 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 your Available Balance).

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### 15.13. TRANSACTIONS

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

Provided you have registered your Card, its balance and transaction history will be made available 24 hours a day, 7 days a week, through the Website and can be accessed at no charge (see section 15.4 "Using the Card").

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

It is your responsibility to regularly review your transaction history to identify Unauthorised Transactions.

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### 15.14. CARD EXPIRY

The Card is valid until the expiry date shown on it unless it is cancelled before then.

Your Card cannot be used after expiry. You cannot access any value loaded on the expired Card unless a replacement Card is issued to you.

We may issue you with a replacement Card if requested by you at any time after expiry and provided you have registered your details with us, including your name and Australian address. We reserve the right not to issue a replacement Card to you, in which case we will return any Available Balance on your Card to you.

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#### 15.15. REPLACEMENT CARDS

If your Card is misused, lost or stolen, you should notify Cherry Hub or EML in accordance with section 15.11 so that your Card can be cancelled.

You can request Cherry Hub or EML to provide you with a replacement Card.

A replacement Card will be arranged after you notify us that your Card or Card details are misused, lost or stolen in accordance with section 15.11 and the misused, lost or stolen Card has been blocked. You will need to confirm your personal details, register and activate the new Card in accordance with section 15.4 and add your Tokenised Card to your Device Wallet.

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#### 15.16. CARD REVOCATION AND CANCELLATION

You may ask for the Card to be cancelled at any time. If you ask for the Card to be cancelled and we ask you to, you must remove the Tokenised Card from your Device Wallet, and you must not use the cancelled Card.

We may cancel your Card at any time. Where possible, we will give you 20 days advance notice of the cancellation. However, we may act without prior notice if:

- we believe that use of the Card may cause loss to you or to us; or
- we believe that it is required for security purposes, including where it used for Unauthorised Transactions or due to fraud; or
- you breach any material term or conditions of this PDS, including these Terms and Conditions; or
- we suspect the Card has been used illegally.

If we cancel your Card, we will give you notice as soon as reasonably practical afterwards.

We may revoke the Card at any time without cause or notice. If we ask you to, you must remove the revoked Card from your Digital Wallet and you must not use the revoked Card.

On the revocation or cancellation of the Card, we will pay the Available Balance to you when:

- we are satisfied that there are no un-cancelled or unexpired authorisations or approvals on your Card;
- we are satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Available Balance;
- we are satisfied the funds on your Card belong to you; and
- you give EML instructions to pay the Available Balance by sending it to a bank account nominated by you.

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### 15.17. ACCESSING YOUR AVAILABLE BALANCE IF YOU DON'T HAVE A CURRENT CARD

Whether or not you have a current Card to transact against your Available Balance, you may instruct us or Cherry Hub to pay the Available Balance by sending it to your nominated bank account for a fee as outlined within section 15.5 (**Funds Redemption Request**). You may be able to do this through the Website, the App or by contacting us. We do not have to process a Funds Redemption Request until we are satisfied of your identity.

Upon receiving a Funds Redemption Request, we will pay the Available Balance to you when:

- we are satisfied that there are no un-cancelled or unexpired authorisations or approvals on the Card; and
- we are satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the Available Balance; and
- if we require it, we have received any surrendered or cancelled Cards from you.

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### 15.18. 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, an EFTPOS Device 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 any ATM refusing to or being unable to accept the Card;
- for the way in which any merchant refuses to accept the Card;
- for any indirect, special or consequential losses;
- for any infringement by you of any currency laws in the country where the Card is issued or used;
- for any dispute between you and the supplier of any goods or services purchased with the Card;
- 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).

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, then to the extent permitted by law 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 (including quality or standard or fitness for any purpose), other than as set out in the PDS and these Terms and Conditions or when the warranty or representation is imposed or required by law and cannot be excluded; and
- is not, to the extent permitted by law, liable for any loss you suffer (including indirect or consequential loss) arising in connection with the Card (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 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 EFTPOS Devices, 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 or as otherwise required by law).

You will need to agree to the respective Pays Provider's terms and conditions to use the Tokenised Card.

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

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#### 15.19. 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**). Before the Card can be activated, EML is obliged to collect certain identification information from you (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 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 the 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 your 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, 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 Card is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

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## 15.20. PRIVACY AND INFORMATION COLLECTION

EML (in this Privacy Statement referred to as "we"), collects your Personal Information along with information regarding your Device (such as device type and model, operating systems and security information) so that we can establish and administer the Card 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 your personal information for the primary purpose of creating and managing your Card. As part of this process, we use this information to verify your identity so that we can comply with Anti-Money Laundering and Counter Terrorism Financing laws. We may also use your personal information to communicate with you and in circumstances where you would reasonably expect such use or disclosure.

We will only use your Personal Information:

- to ensure that the Card properly functions with your 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).

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 Card, or transactions made with the Card, whenever allowed by law and when necessary:

- for completing a transaction; or
- 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.

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 Policies are available at:

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

Cherry Hub: <https://cherryhub.com.au/cherrypay/privacypolicy>

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](mailto:support@emlpayments.com.au).

You may contact Cherry Hub's Privacy Officer in relation to your Personal Information (or to opt out of marketing) on [support@cherryhub.com.au](mailto:support@cherryhub.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/>

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### 15.21. 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 email; or
- using email 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 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 sending communications to the email address 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 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.

You agree that, for the purpose of communications received by us by email or through the Website, we:

- may verify your identity by reference to any or all 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.

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### 15.22. KEEPING YOUR CONTACT DETAILS UP TO DATE

You must notify us immediately of any change to your address and other contract details by contacting [support@cherryhub.com.au](mailto:support@cherryhub.com.au). 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.

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### 15.23. 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
- because of changed circumstances (including by adding benefits or new features); or
- to respond proportionality to changes in the cost of providing the Card; or
- to make them clearer.

Where a change to this PDS involves an increase to our fees and charges, the introduction of a new fee or charge or is otherwise materially adverse, we will give you notice at least 30 days before the change takes effect. We will notify you of these changes by sending an individual notice to you (either by giving it to you personally or by email).

Where changes to these Terms and Conditions are not materially adverse, we will notify you at least 20 days before any changes to these Terms and Conditions take effect and 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.

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### 15.24. THE WEBSITE

Although considerable effort is always expended to make the Website and any other operating communication channels available, 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.

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### 15.25. 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 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 may be conducted in the courts at Brisbane, Queensland, Australia.