

OLY ONE MASTERCARD[®]

PRODUCT DISCLOSURE STATEMENT

In this Product Disclosure Statement for the Oly One Mastercard[®] you will find:

Part A – General Information

and

Part B – Terms and Conditions including Fees and Charges

Dated 22 April 2025

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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 Oly One Mastercard (“Card”) which Cardholders may use in the course of their Novated Lease Arrangements offered by you as their Employer. This PDS for the Card Facility contains terms and conditions and other important information regarding the Card Facility, including the fees and other costs that apply to the Card Facility.

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* (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 Facility. You should read this PDS in full before accepting our offer of the Card Facility described in this PDS.

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

By accepting the offer of the Card Facility made through Oly Pty Ltd ABN 69 674 252 629 (“Oly” or “Novated Lease Administrator”), you are bound by this PDS and the Terms and Conditions.

You and each Cardholder should read this document carefully to understand the terms and conditions that apply to the use of the Card Facility. Queries regarding the features and restrictions of the Card Facility should be directed to EML or your Novated Lease Administrator. For assistance with determining an Employee’s eligibility for a Card, you should consult your Novated Lease Administrator who is authorised to provide general financial product advice only in relation to the Card Facility and arrange for its issue. To determine whether a Card is right for you and/or your Employee, you and/or your Employee should consult an independent financial advisor authorised to give personal financial product advice.

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

The Card is a reloadable Mastercard prepaid card. The Card provides the Cardholder with the means to access the Available Balance on the Card anywhere where Mastercard prepaid cards are accepted, subject to the transaction being for eligible expenses under Fringe Benefits Tax (“FBT”) Legislation related to the running of a vehicle under the Novated Lease Arrangement. The Card allows the Cardholder to take advantage of the FBT rules available in relation to the Novated Lease Arrangements.

The Card can only use the Available Balance on the Card within the transaction limits listed in section 18.9 of the Terms and Conditions in Part B.

EML does not represent or warrant that the Card will be suitable for the Novated Lease Arrangement between you and the Cardholder or that the Novated Lease Arrangement complies with the relevant taxation laws and requirements. It is the responsibility of you and the Cardholder to determine whether the Card is suitable for the Novated Lease Arrangements and meets the requirements of the relevant taxation laws. Both you and the Cardholder agree that in no circumstances will EML be liable to either you or the Cardholder as a result of the novated lease arrangements in place between you and the Cardholder or if the use of the Card does not meet the relevant taxation law requirements, except to the extent that the liability is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

The Card is not a credit or charge card and the Available Balance does not earn interest. **The Available Balance is not a bank deposit.**

3. STATEMENTS OF ACCOUNT

You acknowledge that we do not provide, and you will not receive, paper statements. Card transactions and Available Balance are available for viewing on the App. Please contact Oly using the contact details set out in section 5 of this PDS if you require any assistance accessing your transaction history or Available Balance.

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 the 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 or the Cardholder may request a paper copy of any updated information free of charge from Oly using the contact details set out in section 5. 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 such as the Card.

Oly Pty Ltd ABN 69 674 252 629 ("Oly" or "Novated Lease Administrator") is an authorised representative of EML (authorised representative number 1313775) and is authorised by EML to arrange for the issue of the Card. When providing financial services in relation to the Card, Oly acts on behalf of EML.

You can contact Oly from anywhere in Australia between 9am and 5pm Monday to Friday excluding public holidays using the contact details below:

Live Chat: www.oly.com.au

Phone: 1300 328 186

Email: hello@oly.com.au

Mail: Level 21, 360 Elizabeth St Melbourne VIC 3000.

6. CARD ISSUER

The Issuer of the Card is EML and if you acquire the Card Facility, 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 such as the Card Facility. 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

Website: www.emlpayments.com

7. ROLES OF THE CARD DISTRIBUTOR AND ISSUER

Oly is the Novated Lease Administrator of the Novated Lease Arrangement with eligible Employers that provides for the issue of Cards to their Employees, among other things. Oly is responsible for the distribution of the Card and customer service support for Cardholders, including the App, which allows Cardholders to interact with their Available Balance and transaction history.

The Available Balance on the Card Account 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 on trust for you and Oly 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 Oly, 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 the Cardholder must:

- be 18 years of age or older;
- be an Australian resident; and
- have a Novated Lease Arrangement administered by Oly.

9. SIGNIFICANT BENEFITS TO CARDHOLDERS

The significant benefits of the Card are as follows:

- the Card can be issued to your Employees 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 Card;
- the Card is a prepaid, reloadable Digital Mastercard card, and it can be used to pay for eligible goods and services under FBT legislation relating to the running of the vehicle that is subject to the Novated Lease Arrangements, from merchants who accept Mastercard prepaid cards including online purchase transactions (excluding merchants of goods and services not related to vehicles under a Novated Lease Arrangement);
- the Card can be added to a Device Wallet as a Tokenised Card, enabling the Cardholder to use their Device to make simple and secure payments with the Pays Providers;
- if the 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;
- transactions on the Card Account are monitored for fraudulent or unauthorised transactions by EML;
- the Card cannot be used to withdraw cash at Electronic Banking Terminals;
- the Card is reloadable, which means that through Oly you can load value to it during its currency and within the applicable limits set out in section 18.9; and
- Cardholders can only access the value that has been loaded to the Card by Oly. 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 the Card.

Significant risks to Cardholders are:

- the Card will expire at the date shown on the front of the Card in the App. A Cardholder cannot use an expired Card to access any value loaded on the expired Card unless a replacement Card is provided;
- the ability to access the Available Balance on the Card is dependent on Oly transferring the Available Balance to EML. Accordingly, if Oly becomes insolvent or if there is otherwise a delay in the transfer of the Available Balance, there is a risk the Cardholder may not be able to access the Available Balance on the Card;
- Unauthorised Transactions can happen using the Card if the Device is lost or stolen, a personal identification number ("PIN") is revealed to any other person, or as a result of fraud;
- unintended transactions may occur if the Cardholder has multiple cards added to their Device Wallet and the Cardholder inadvertently uses the Card for purchases;
- incorrect amounts may be charged if the Cardholder does not confirm the correct transaction amount before authorising a Contactless Transaction. Before authorising a Contactless Transaction, the Cardholder must check that the correct amount is displayed on the Contactless Terminal;
- unintended transactions can happen if electronic equipment with which the Card is being used is operated incorrectly or incorrect details are input;
- the 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 the Novated Lease Administrator (by notice to EML) or EML may cancel a Card at any time and in such circumstances any value remaining in the Card Account will be returned to the Novated Lease Administrator;
- the Cardholder's 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 (as referred to in section 11 of this PDS) does not apply in relation to the Card or the 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 the Card.

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

12. YOUR TAX LIABILITY

You and the Cardholder should seek independent tax advice in relation to the impact your or the Cardholder's use of the Card may have on your or their personal tax liability, as EML and Oly have not considered your or their individual circumstances or needs when arranging for the distribution of the Card.

13. OTHER IMPORTANT INFORMATION

There are some other important things you need to be aware of about the Card:

- the Cardholder must provide an email address along with other information when acquiring the Card;

- the Card does not generate any interest or other return to the Cardholder. In other words, the Cardholder does not earn interest on the value loaded to the Card;
- value loaded on the Card by Oly will usually become available for use immediately for in-person transactions and card not present transactions;
- press the Credit button at the EFTPOS Device in order to access the Available Balance; and
- the method of communication EML will use to give you information will be Electronic Communication.

14. IDENTIFICATION INFORMATION

The Card cannot be provided to the Cardholder until certain Cardholder identification information is provided.

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 section 18.22 of this PDS) and applicable sanctions laws. A Cardholder may be required to reconfirm identity details at any time and must supply any specified identification documentation within a reasonable period of time if requested. EML will suspend the Card where required to comply with EML's obligations, including under the AML/CTF Laws, until identity details are verified.

15. ELECTRONIC STATEMENTS

You acknowledge that we do not provide, and you and the Cardholder will not receive, paper statements. Electronic statements showing the Card's transactions and Available Balance are available for viewing on the App. Please contact Oly if the Cardholder requires assistance accessing electronic statements.

16. FEATURES OF THE CARD

The use of the Card Facility is subject to the Terms and Conditions, which are set out in Part B (as modified from time to time).

Below is a summary of the features of the Card. If you or the Cardholder have any questions, please contact the Novated Lease Administrator.

Using the Card	<p>When using the Card to perform an in-person transaction, the Cardholder must select 'Credit'. Although the Card uses a credit function to operate, it does not have any line of credit attached to it.</p> <p>The Cardholder can complete in-person transactions made with the Card by making contactless payments through the Cardholder's Device. The Cardholder can view the Available Balance, together with a history of transactions that have been made using the Card through the App, or by telephoning the Novated Lease Administrator during business hours.</p>
Restrictions on the use of the Card	<p>The Cardholder may only use the Card for approved purchases. The Card cannot be used for the following:</p> <ul style="list-style-type: none"> • mortgage and personal loan repayments; • credit card invoice payments; • withdrawing money from an ATM or when paying for items at an Electronic Banking Terminal; • setting up direct debit or direct credit payments; • money transfers, money orders, cheques, digital currency exchanges etc.; • purchase of gift cards and/or non-reloadable prepaid cards; • payment of fines;

- purchases of any goods and services not related to vehicles under a Novated Lease Arrangement; and/or
- transactions relating to any form of gambling or gambling services.

17. PROBLEMS OR DISPUTES

Disputing an Unauthorised Transaction

Where the 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.

Queries, Disputes and Complaints

If you or a Cardholder have any questions, problems or disputes, we would like to hear about them. When you provide feedback to us, we have the opportunity to improve our services to you.

If there is a complaint or dispute relating to the Card, we request that EML be contacted in the first instance.

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
Website: www.emlpayments.com

EML will aim to resolve the matter on your initial contact. However, if we can't resolve your complaint within 5 business days, we will commit to keeping you informed of what is happening and aim to resolve your complaint within 30 days.

In some circumstances, more than 30 days may be needed to investigate a complaint; for example, if the complaint is complex, if there are delays caused by other financial institutions or merchants involved in resolving the complaint or where the Mastercard Scheme Rules govern the time taken to exercise a chargeback right.

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

If we are unable to resolve your complaint to your satisfaction, 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:

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

PART B TERMS AND CONDITIONS

18. TERMS AND CONDITIONS

18.1. DEFINITIONS

AFCA means Australian Financial Complaints Authority.

AFSL means Australian Financial Services Licence.

AML/CTF Laws means the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006* (Cth) and the rules and other subordinate instruments under it.

App means the mobile application provided by Oly which allows the Cardholder to manage the Card, review transactions and check Available Balance.

ATM means automated teller machine.

APRA means the Australian Prudential Regulation Authority.

Available Balance means the monetary value loaded onto the Card by you through Oly for transactions, less any purchases, authorisations, transfers, fees and charges or other amounts debited under the Terms and Conditions (expressed in Australian Dollars).

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

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 Oly One Mastercard issued by us to a Cardholder for use on a Card Account from time to time.

Card Account means the record of account maintained by EML against which transactions and purchases made by a Cardholder using a Card are debited and payments made by the Employer/Novated Lease Administrator are credited as Available Balance.

Cardholder means a person to whom a Card has been (or is to be) issued in accordance with the PDS and Terms and Conditions.

Card Facility means the stored value card facility described in this PDS.

Card Statement means an electronic statement of transactions completed with the Cards.

Cash Advance means any transaction that we consider to be a cash advance, including transactions involving:

- the drawing of cash from the Card Account using an ATM or at a financial institution;
- receiving from a merchant a cash substitute or a cash refund (including, but not limited to, using the Card Account to purchase gambling chips or tokens, traveller's cheques or money orders, or to load Value to a stored value card or facility);
- using the Card Account to pay invoices through a third party where the merchant does not accept credit payments;
- using the Card Account to pay invoices over the counter at a financial institution; or
- transferring, or arranging the transfer of, funds from the Card Account to another account.

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.

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

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

Electronic Banking Terminal means the EFTPOS device included in an authorised interchange network.

EFTPOS means electronic funds transfer at 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.

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

Employee means a person employed by you as the Employer.

Employer means you, the employer of a Cardholder.

Expiry Date means the expiry date displayed on the front of the Card in the App.

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 18.7 of the Terms and Conditions.

Financial Claims Scheme means the scheme administered by the APRA to protect depositors of authorised deposit-taking institutions from potential loss due to the failure of these institutions.

Fringe Benefits Tax (or FBT) Legislation means the *Fringe Benefits Tax Assessment Act 1986* (Cth) and associated guides and/or taxation determinations issued by the Australian Tax Office (ATO), including the ATO's guidance in [7.9.1 Fringe benefits tax - a guide for employers](#), as amended from time to time.

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.

Mastercard means Mastercard International Incorporated.

Mastercard Scheme Rules means the Mastercard Scheme Rules and any associated documentation or policies related to the issuing of Cards as provided by Mastercard.

Negative Balance means a negative rather than a positive Available Balance.

Novated Lease Arrangement means the arrangement between you as employer, a Cardholder as your employee and a lease financier that contains the terms and conditions of the novated lease (administered by the Novated Lease Administrator as part of the arrangement) in connection to which the Card is issued to the Cardholder.

Novated Lease Administrator or **Oly** means Oly Pty Ltd ABN 69 674 252 629.

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 the Cardholder must keep secret, that we may be required to authenticate the Cardholder's identity or a transaction. Examples include a PIN and any access code required to allow online access to the Card (often called 'Two Factor Authentication').

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

PIN means the four-digit personal identification number that we issue to a Cardholder for use with a Card in any Electronic Banking Terminal.

Point of Sale or **POS** means the location or system where goods or services are purchased, and may include physical terminals, online payments, and other payment systems.

POS Transaction means Point of Sale transactions.

Product Disclosure Statement or **PDS** means this document.

Security Requirements means the Security Requirements described under section 18.12 of the Terms and Conditions.

Terms and Conditions means the Terms and Conditions set out in Part B of this document.

Tokenised Card means the process in which the sensitive personal information (including, but not limited to, a Cardholder's 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 whether directly or through a Cardholder but does not include any transaction carried out by you or anyone performing the transaction with your knowledge or 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 oly.com.au, a secure website portal, including all pages under this, 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 Employer who participates in the Novated Lease Arrangement.

18.2. OVERVIEW

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

By consenting to the issue of a Card to a Cardholder or a Cardholder activating or using a Card, you agree to be bound by these Terms and Conditions. Allowing a Cardholder to use the Card is completely at your discretion. By agreeing to these Terms and Conditions, you agree that you are financially responsible for all uses of a Card and all transactions using that Card are your responsibility.

This agreement between you and EML is governed by these Terms and Conditions and entered into on the basis that you are a business and are entering into the agreement primarily for business purposes. By agreeing to these terms and conditions, you:

- acknowledge that you have been given a copy of, or have been provided access to the Website which holds the PDS in which these Terms and Conditions are included;
- acknowledge and agree to the information and disclosures contained in the PDS; and
- acknowledge that you have provided a copy of, or have provided access to the Website that holds this PDS, which includes these Terms and Conditions to each Cardholder at the time that the Cardholder is issued with the Card.

Each Cardholder must activate the Card issued to that Cardholder before it is used. By activating, adding the Card to their Device Wallet, or using a 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.

18.3. THE CARDHOLDER

It is your responsibility to ensure that Cardholders comply with these Terms and Conditions. Any act or omission of a Cardholder is taken to be your act or omission, regardless of whether you specifically authorised it. You must:

- disclose to the Cardholder that the Available Balance does not belong to the Cardholder;
- disclose to the Cardholder that if the Card expires or is cancelled or revoked, no remaining Available Balance or other amount will be payable to the Cardholder by EML; and
- indemnify EML against any claim, loss, damage or liability arising because of, or attributable to, any breach by you of these Terms and Conditions, except to the extent there has been fraud, negligence or wilful misconduct on our part (including that of our officers, employees, contractors or agents).

18.4. THE CARD

- The Card is a prepaid, reloadable Mastercard and value must be loaded to the Card before it can be used;
- You will, through Oly, load value to a Card Account;
- A Cardholder can purchase eligible 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 eligible goods and services wherever Mastercard cards are honoured for electronic transactions if a sufficient Available Balance exists for the amount of the transaction;
- When the Cardholder is paying for goods and services by selecting the 'credit' button at a Point of Sale terminal or 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;
- The Cardholder cannot "stop payment" on any transaction after it has been completed. If the Cardholder has 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 the Cardholder cannot resolve the dispute with the merchant, the Cardholder should contact EML;
- If the Cardholder is entitled to a refund for any reason relating to a transaction, the Cardholder agrees to accept the refund under the policy of that specific merchant. If the Card is expired or revoked before the Cardholder has spent any value loaded to the Card resulting from a refund then the Cardholder will have no access to those funds unless a replacement Card has been issued (or, if the replacement Card is not issued, the funds will be returned in accordance with section 18.19);
- The Card is not a credit Card;
- The Card Account is not a facility by which the Issuer takes deposits from you;
- There is no interest payable to you on the credit balance on a Card Account;
- 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 Card remains the property of the Issuer.

18.5. USING THE CARD

The Card is only valid if it has been activated by the Cardholder and is used during the validity period shown on the Card.

The Card can only be used if the Card Account is in credit as a result of value being loaded to the Card by you. 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 Card can be used wherever Mastercard cards are honoured for electronic transactions (subject to individual merchant's discretion and eligible goods and services)].

The Cardholder can only use the Card to pay for eligible car expenses under FBT legislation relating to the running of the vehicle that is subject to the Novated Lease Arrangement.

For more information about what expenses may qualify as eligible vehicle running expenses, please refer to the documents related to the Novated Lease Arrangement or contact Oly.

The Card cannot be used for purchases outside of eligible car expenses.

A Card may not be used for illegal transactions or to purchase illegal goods or services.

A Cardholder:

- cannot use the Card to obtain Cash Advances;
- must not use the Card to pay any fines;
- must not use the Card to purchase gift cards or non-reloadable prepaid cards;
- must not allow the Card to go into Negative Balance;
- cannot use the Card to repay other financial accommodation (such as personal loans or mortgage repayments);
- cannot use the Card for direct debit payments or at any digital currency exchanges;
- cannot transfer any amount of the Available Balance to another account;
- must not use the Card to purchase any goods and services not related to vehicles under a Novated Lease Arrangement; and
- cannot transfer funds from any other account to the Card Account.

The Cardholder may use the Card to pay bills where such bills qualify as eligible vehicle running expenses (except where doing so would constitute obtaining a Cash Advance – such as the payment of any credit card invoices).

We do not warrant or accept any responsibility if any merchant or an Electronic Banking Terminal does not accept the Card, except to the extent there has been fraud, negligence or wilful misconduct on our part (including that of our officers, employees, contractors or agents).

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, as well any purchases of goods and services not related to vehicles under a Novated Lease Arrangement (whether made at the same time as the purchases of eligible goods and services or otherwise).

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.

18.6. LOADING OF VALUE

Available Balance can be loaded to a Card Account only as specifically provided in these Terms and Conditions and subject to the limits shown in section 18.9.

18.7. 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 and reduce the Available Balance accordingly.

Applicable fees are as follows:

Fees and Charges to be paid by you	
Account Keeping Fees	Amount
Foreign exchange fee	2.99% of the total amount of each transaction
Disputed transaction fee (per unsuccessful dispute of a transaction)	\$25.00

All 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.

18.8. 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 18.7 Fees, Charges and Costs.

18.9. LIMITATIONS OF USE OF THE CARD

Subject to the limits set out below, transactions must not exceed the available credit balance of the Card Account from time to time. The Available Balance can be accessed by the Cardholder following the loading of Available Balance to the Card Account by you through Oly.

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.

Transaction limits which apply to the Card	Limit Amount (AUD)
Maximum Point of Sale per transaction	\$5,000.00
Daily Point of Sale Limit	\$5,000.00

18.10. PIN

The PIN is provided to a Cardholder in the App during activation.

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

A Cardholder must not disclose their PIN to any other person. Should an incorrect PIN be entered three times when a transaction is attempted using the Card, the Card will be temporarily suspended for 24 hours.

18.11. PIN CHANGE

To change a PIN, the Cardholder can use the App.

If a Cardholder has any technical difficulty retrieving their PIN, please contact Oly using the contact details set out in section 5 of the PDS.

18.12. SECURITY

Cardholders must make sure that they keep the Card, Device and Biometric Identifiers and any PINs 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 their Card or Device;
- leave their Device unattended;
- unnecessarily disclose the Card number;
- record the PIN on their Device or anything carried with their Device or liable to loss or theft simultaneously with a Device, unless a reasonable attempt is made to protect the security of the PIN;
- 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; or
- provide any Passcode to another person in order to access the Cardholder's Device.

A Cardholder must safeguard the Card by taking the following steps:

- memorise the PIN and never store it with the Card;
- always lock their Device when not in use;
- assign a Device Pass Code to unlock their Device;
- remove any other registered Biometric Identifier which is not the Cardholder's own from their Device;
- ensure that any security details to access their Device or authorise a payment with their Device is not easily guessed;
- promptly report the loss, theft or unauthorised use of the Card through the App or by contacting Oly;
- examine their account statement online to identify and report, as soon as possible, any instances of unauthorised use; and

- on the expiry date, remove the Card from your Digital Wallet.

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

18.13. AUTHORISED TRANSACTIONS

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

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

18.14. PAYMENTS TO THE CARD ACCOUNT

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

If a Cardholder makes, or attempt to make, any transactions that exceed the Available Balance of the Card Account then you will be liable for any Negative Balance, along with any costs or interest we and Oly 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 or Oly 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 Account has a Negative Balance, such balance is a debt payable by you.

We may, acting reasonably, determine the order in which payments made to the Card Account will be applied.

18.15. 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 must notify us PROMPTLY by:

- sending a notification through the App; or
- contacting Oly 24 hours a day, 7 days a week by phone: 1300 328 186; and/or
- from anywhere in Australia between 9am and 5pm Monday to Friday excluding public holidays using the contact details below:
 - Live Chat: <http://www.oly.com.au>; and
 - Email: hello@oly.com.au.

We will then suspend the relevant Card or restrict further use.

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

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

18.16. LIABILITY FOR UNAUTHORISED TRANSACTIONS

Where you are not liable

You will not be liable for losses resulting from Unauthorised Transactions where it is clear that you 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 or the Cardholder unreasonably delay reporting the loss or theft of a Device.

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 a Device, 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 or the Cardholder become aware of the security compromise, theft or misuse of a Device, 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.

Where a PIN was required to perform an Unauthorised Transaction, and the above clauses do not apply, you will be liable for the least of:

- \$150; or
- the Available Balance; or
- the actual loss at the time that the misuse, loss or theft of a Card or a Device 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 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 Scheme Rules allow us to.

If a Cardholder believes that they are entitled to a chargeback, the Cardholder must notify their Novated Lease Administrator.

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 a Cardholder requests a chargeback, we may need you to provide additional information. If we do ask for additional information that is reasonable in the circumstances 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 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).

18.17. TRANSACTIONS

You acknowledge that you will not receive paper statements from us regarding the operation of the Card Account. Card Statements showing the transactions on Card Accounts and their Available Balance are available for the Cardholder through the App.

A Card Account's balance and transaction history will be made available 24 hours a day, 7 days a week, to the Cardholder through the App at no charge (see section 18.5 of the Terms and Conditions).

If a Cardholder notices any error (or possible error) in any transaction or statement relating to a Card, then the Cardholder must notify Oly promptly. We may request additional written information concerning any error (or possible error) and the Cardholder must comply with that request to the extent reasonable.

It is the responsibility of the Cardholder to regularly review their transaction history to identify any Unauthorised Transactions.

18.18. CARD EXPIRY

A Card is valid until the expiry date shown on it within the Device, unless cancelled before.

A Card cannot be used after expiry. A Cardholder cannot access any remaining value loaded on the expired Card unless a replacement Card is issued to the Cardholder in accordance with section 18.19 of these Terms and Conditions.

18.19. REPLACEMENT CARDS

A replacement Card will be reissued to a Cardholder prior to its Expiry Date unless EML have received notice from Oly not to issue a replacement Card for any reason, such as where you or the Cardholder are no longer a party to a relevant Novated Lease Arrangement, or we decide not to. We reserve the right not to issue a replacement Card, in which case we will return any Available Balance on the Card to Oly to return to you as soon as we are satisfied, acting reasonably, that:

- there are no un-cancelled or unexpired authorisations or approvals on the Card; and
- there are no further amounts that we are legally entitled to debit, against the Available Balance under these Terms and Conditions; and
- the funds on the Card belong to you (for example, that the funds are not associated with fraudulent activity).

If we decide not to reissue a Card we will provide you with at least 14 days notice.

If the Card or a Device is misused, lost or stolen, you or the Cardholder should notify Oly in accordance with section 18.15 of these Terms and Conditions so that the Card can be cancelled.

18.20. CARD CANCELLATION AND TERMINATION

You may cancel a Card at any time by notifying Oly. On cancellation of the Card, the Cardholder must remove the Tokenised Card from their Device Wallet and must not attempt to use the cancelled Card.

We may cancel or revoke a Card with at least 14 days notice to you and the Cardholder. If we ask you to, you must ensure that the Cardholder surrender, destroy or delete the revoked Card and the Cardholder must not use the revoked Card.

However, we may revoke the Card immediately and without notice if:

- the applicable Novated Lease Arrangement administered by Oly has ended or been terminated;
- we, or Oly by notice to us, have reason to suspect the Card has been or is likely to be misused;
- you or the Cardholder breach any of these Terms and Conditions and we reasonably consider that this is likely to have a material impact on your or the Cardholder's ability to meet the obligations of these Terms and Conditions;
- we have reason to suspect any illegal use of the Card, such as fraud or criminal activity; or
- you or the Cardholder gave us or Oly false, inaccurate or incomplete information when you or the Cardholder applied for the Card.

On revocation or cancellation of the Card, we will return the Available Balance to Oly to return to you on the same terms as set out in section 18.19 in relation to replacement cards.

18.21. 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 Terms and Conditions,

except to the extent that the liability is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

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* (Cth) or any similar law in respect of services supplied under these Terms and Conditions or in connection with the Card Accounts, 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 Card Accounts (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 Card Accounts (whether a failure to provide the Card or its loss, theft or destruction), except to the extent that the liability is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

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 the liability is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents).

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.

18.22. ANTI-MONEY LAUNDERING AND COUNTER TERRORISM FINANCING OBLIGATIONS

EML is subject to AML/CTF Laws and EML is obliged to collect certain identification information from the Cardholder (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 if the Cardholder does not provide this information.

Further, when the Available Balance reaches applicable limits under the AML/CTF Laws, EML will verify the Cardholder's identification information. EML will suspend services until verification is successful, and suspension times will vary depending on whether we require a Cardholder to provide, confirm and/or reconfirm identity details or documentation. EML may cancel a Card where the information is not provided after a reasonable period of time after having been requested.

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 the Cardholder's 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 or the Cardholder suffer (including

consequential loss) howsoever caused in connection with a Card, except to the extent that the liability is caused by our fraud, negligence or wilful misconduct (including that of our officers, employees, contractors or agents);

- EML may from time to time require additional information from you and/or the Cardholder 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 and the Cardholder 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 the Card Accounts are being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

18.23. PRIVACY AND INFORMATION COLLECTION

EML (in this Privacy Statement referred to as "we"), collects your Personal Information and the Personal Information of the Cardholder, along with information regarding the Cardholder's Device (such as device type and model, operating systems and security information), so that we can establish and administer the Card.

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 and/or the Cardholder, as applicable, why we are collecting the information and how we plan to use it.

We collect and store Personal Information for the primary purpose of creating and managing the Card. As part of this process, we use this information to verify the Cardholder's identity so that we can comply with the AML/CTF Laws. We may also use Personal Information to communicate with you or the Cardholder and in circumstances where you or the Cardholder would reasonably expect such use or disclosure.

We will only use your and/or the Cardholder's Personal Information to:

- to ensure that the Card properly functions with the 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 and/or the Cardholder's information, we cannot make the Card Facility 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.

Personal 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
- 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, except where outlined in the above circumstances and where such disclosure is required by law and is within the terms of our Privacy Policy.

By applying for and using the Card Facility, 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/>

18.24. COMMUNICATIONS

You agree that we may give written notices or other communications to you or the Cardholder under or in connection with these Terms and Conditions 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 or App).

You or the Cardholder may vary your nominated email address for Electronic Communication by notifying us through Oly and satisfying us of your identity.

In addition, we may give you notices, information or other communications to you or the Cardholder relating to the Card Facility:

- 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 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 or App.

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 or App, we:

- may verify your identity by reference to any or all of the information given by you when applying for the Card Facility 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.

18.25. KEEPING YOUR CONTACT DETAILS UP TO DATE

You and the Cardholder must notify us promptly of any change of address and other contact details by updating the details through Oly or, in the case of the Cardholder, through the App or Website. We will not be responsible if you or the Cardholder do not receive any notice or correspondence that has been sent in accordance with the contact details 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 the Cardholder, or by system constraints or failures experienced by email or mobile phone service providers.

18.26. CHANGES TO THESE TERMS AND CONDITIONS

We reserve the right to change these Terms and Conditions of Use at any time. Except where we are required by a law to do so, or the change is materially adverse to you, you will not receive advance notice of such changes.

If the change is materially adverse to you, we will notify you at least 14 days before the effective date of the change by sending an individual notice to you (either by giving it to you personally or by electronic communication).

However, if the change is made for one or more of the following reasons we can implement such change without prior notice:

- to comply with any change or anticipated change in any relevant law, code of practice or guidance;
- to reflect any decision of a court, ombudsman or regulator;
- for security reasons where reasonably necessary to address security concerns or vulnerabilities.

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.

18.27. THE WEBSITE AND APP

Although considerable effort is expended to make the Website and App 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.

18.28. 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 Facility 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 Facility may be conducted in the courts at Brisbane, Queensland, Australia.