

# WILDCARD PREPAID MASTERCARD PRODUCT DISCLOSURE STATEMENT

In this Product Disclosure Statement for the Wildcard Prepaid Mastercard, you will find:

**Part A – General Information**

and

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

Dated 28 November 2018

## PRODUCT DISCLOSURE STATEMENT SUMMARY

Welcome to Wildcard. Here is a quick summary of some important information about the product.

### **Who we are**

We are an Australian Financial Services-licensed tech company. The Wildcard Mastercard is a prepaid card issued by EML Payment Solutions Limited, a global payments company and a principle member of Mastercard International Incorporated.

### **Things to note**

- Wildcard does not charge you account fees, but you may incur fees from other parties for making foreign currency transactions or using an ATM that charges fees;
- You control what portion of your money is available to spend on your Wildcard at any point in time;
- You can use your Wildcard anywhere in the world where prepaid Mastercard is accepted, including online and at millions of merchants and ATMs; and
- The balance on your card does not earn interest and is not covered by the Financial Claims Scheme;

If you have a query or complaint, you can reach us at:

Email: [hi@wildcard.money](mailto:hi@wildcard.money)

Facebook: <https://www.messenger.com/t/wildcardmoney>

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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 Wildcard Prepaid Mastercard (the “Card”). This PDS contains important information, including the fees and other costs that apply to the Card, and is designed to assist you in deciding whether to acquire the Card. The Card is a financial product, so it is important you read this PDS in full before using your Card.

Your Wildcard is issued by EML Payment Solutions Limited ABN 30 131 436 532 (“EML”). As the Card Issuer, EML has put together this PDS as a requirement under the Corporations Act 2001.

Your contract with us 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 take into account your individual objectives, financial situation or needs. Any advice in this PDS is general advice only. You should consider the appropriateness of any general advice to your circumstances before acting on it.

### 2. ELECTRONIC STATEMENTS

By successfully applying for and using the Card, you acknowledge that you will not receive paper statements. Information showing Card transactions and the Total Balance of your Card is available for viewing at any time, within the Wildcard App. Please contact [Wildcard Support](#) if you require any assistance accessing this information.

### 3. 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 first page.

Information regarding your Card may need to be updated from time to time. Any updated information that is not considered 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.

### 4. GENERAL PRODUCT DESCRIPTION

Your Card is a prepaid Mastercard and is used in conjunction with the Wildcard App. You can use your Card anywhere in the world where prepaid Mastercards are accepted.

With the Wildcard App, you can choose what portion of your Total Balance is available to spend on your Card (Available Balance) at any point in time. You can spend up to your total Available Balance, displayed on the home screen of the App in real-time.

You can set up an ongoing transfer of funds onto your Card, and make one-off transfers, at any time. You can choose to load all, or part of the Total Balance to your Card.

You can only spend what is in your Available Balance and within the transaction limits listed in Section 15.8 of the Terms and Conditions in Part B.

To set up your Wildcard account, download the Wildcard App from the App Store and enter your name, mailing address, email address, date of birth and mobile number.

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

## 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 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.

**Wildcard Money Pty Ltd ABN 64 618 148 388** (“Wildcard”) is the holder of Australian Financial Services License number 503801. Under its AFSL, Wildcard is authorised to provide financial services including arranging for the issue of non-cash payment facilities to the Card. When providing financial services in relation to the Card, Wildcard acts on its own behalf.

Wildcard can be contacted via:

Facebook Messenger: <https://www.messenger.com/t/wildcardmoney>  
Mail: Studio 1, Level 3, 35 Buckingham St, Surry Hills NSW 2010  
Email: [hi@wildcard.money](mailto:hi@wildcard.money)  
Internet: <https://wildcard.money>

## 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 principle member of MasterCard International Incorporated and the holder of Australian Financial Services Licence (AFSL) number 404131. Under its AFSL, EML is authorised to provide financial services including arranging for the issue of non-Cash payment facilities to the Card.

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)  
Internet: [www.emlpayments.com](http://www.emlpayments.com)

## 7. ROLES OF THE CARD DISTRIBUTORS AND ISSUER

Wildcard is responsible for the distribution of the Card and customer support for Cardholders, including the Wildcard App, which allows Cardholders to interact with their Total Balance and transaction history.

The Total 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.

Neither Wildcard, 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) 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 Wildcard member.

## 9. SIGNIFICANT BENEFITS TO CARDHOLDERS

The significant benefits of the Card are as follows:

- you can load (or reload) value onto your Card by transferring the money to your Card by using the options available within the Wildcard App;
- it can assist you in managing your spending;
- you can pay, split and request payments with other Wildcard users instantly, and make payments to non-Wildcard accounts;
- you can control what portion of the money in your Wildcard App can be spent on your Card (Available Balance) vs. what portion cannot be spent. You can change this at any time using the Wildcard App;
- The Card is a prepaid, reloadable Mastercard card which means that it can be used to pay for goods and services from merchants in Australia and around the world who accept Mastercard prepaid cards, including online purchase transactions;
- The Card can also be used to make contactless payments for transactions under \$100; simply place your Card near or on the card reader. Before authorising a contactless transaction, you must check that the correct amount is displayed on the terminal;
- The Card can be used to withdraw cash at participating ATM's who accept prepaid Mastercard cards around Australia and around the world;
- The Card is reloadable, which means that as long as the card is valid, you can load value to it as many times as you like, within the applicable limits set out in 15.8;
- if it is lost or stolen, you can immediately place a block on the Card through the Wildcard App or by contacting Wildcard; 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.

Significant risks to cardholders are:

- Wildcard helps EML decide whether to approve or decline point of sale transactions, based on how much Available Balance you have loaded on your card. In the instance that Wildcard's systems fail, or the company ceases to operate, the Total Balance on your card may become available to spend, including the Available Balance;
- The Card will expire at the date shown on the front of the Card. You cannot access any value loaded on the expired Card – however, if and when you replace an expired Card, you will be able to move money from the expired Card onto the new Card;
- Unauthorised Transactions can happen using the card if it is lost or stolen, a personal identification number ("PIN") is revealed to any other person, or as a result of fraud;
- unintended transactions can happen if electronic equipment with which the Card is being used is operated incorrectly or incorrect details are input;
- 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 card could be lost, destroyed or stolen;

- the Financial Claims Scheme does not apply in relation to the Card or your Total 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 your Total Balance held on your Card.

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

## 12. YOUR TAX LIABILITY

You should get 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 taken into account your individual circumstances or needs when arranging for the issuing of your Card.

## 13. OTHER IMPORTANT INFORMATION

Some other important things you need to be aware of about the Card:

- You do not earn interest on the value loaded to the Card;
- To load value on the Card, you must transfer funds from your existing Australian bank account to your Wildcard Account, by using your financial institution's internet banking website or mobile App. For the payee details, use your Wildcard account number and BSB, shown in the Wildcard App. Please allow normal interbank transfer times for the funds to be added to your Card's Balance - this can be up to 3 days;
- value loaded on your Card from your Wildcard Account will usually become available for use by you immediately for in-person transactions and card not present transactions;
- press the Credit button at point of sale terminals and ATM's in order to access your Available Balance; and
- If EML is required to provide you with information, including information under the ePayments Code, Wildcard will deliver this information to you via Electronic Communication.

## 14. PROBLEMS OR DISPUTES

If you have a query, complaint or dispute, please contact Wildcard by email at [hi@wildcard.money](mailto:hi@wildcard.money).

We aim to answer all customer queries and complaints as soon as possible during and outside of business hours, or the following business day if necessary.

For complaints and disputes, Wildcard has in place Internal Dispute Resolution procedures.

Customers will be advised of the timing of handling the complaint and kept informed of the progress of their complaints or disputes.

Customers will be advised of the time in which Wildcard will respond to the customer. If the response time and/or resolution time is delayed, Wildcard will notify the customer of the change in timeframe.

Complaints and disputes are prioritised according to severity. Where possible, high priority complaints will be responded to within the day; however, complaints lodged after business hours are more likely to be responded to the following day.

Where Wildcard is reliant upon third parties and does not have the information to respond to or resolve the complaint or dispute, Wildcard will advise the customer that this may take longer, particularly when it relates to missing or fraudulent transactions requiring investigation - this can take a number of weeks to investigate and resolve.



If we have investigated your complaint and you are not satisfied with the outcome, you can lodge your complaint with the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers.

Wildcard is a member of AFCA (membership number 40664) for External Dispute Resolution services.

You can contact AFCA via:

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

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

Telephone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority, GPO Box 3, Melbourne VIC 3000.

15. TERMS AND CONDITIONS

15.1. DEFINITIONS

**AFSL** means Australian Financial Services Licence.

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

**ATM Owners Fee** means the fees charged by the owner of the ATM and incurred by a Cardholder for using an ATM. ATM Owner Fees may vary and will be displayed on the ATM at the time a transaction is made.

**Available Balance** means the portion of the Total Balance that is available to spend on the card at that point in time.

**Card** means the Wildcard Mastercard.

**EFTPOS/POS** means electronic funds transfer at point of sale.

**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 1 April 2001, as amended on 20 March 2013, and includes any subsequent amendments or replacements.

**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.

**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 15.18.

**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 the Mastercard Technical Operational and Security Rules.

**Negative Balance** means a negative rather than a positive balance.

**Pass Code** means a password or code that you must keep secret, that we may require to authenticate your identity or a transaction. Examples include your PIN and any access code required to allow online access to your Card details.

**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 be reasonably ascertained from the information or opinion.

**PIN** means the four-digit personal identification number that we issue to you to access some of the Card services, including withdrawing Cash from an ATM.

**PIN Mailer** means the letter sent to each cardholder including the Card and instructions on how to use your Card.

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

**Product Disclosure Statement** means this document.

**Security Requirements** means the Security Requirements described under section 15.11 “Card Security”.

**Total Balance** means the combined amount of funds loaded onto the Card, including the Available Balance, less any purchases, authorisations, cash withdrawals, fees and charges or other amounts debited under the Terms and Conditions, of which you can only access the Available Balance of your Wildcard Account to purchase goods and services.

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

**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 <https://www.wildcard.money> and any additional or replacement website we notify you as the website for the purposes of these Terms & Conditions from time to time.

**Wildcard** means Wildcard Money Pty Ltd ABN 64 618 148 388.

**Wildcard App** means the Wildcard Money mobile application, downloadable to a mobile device, used by Cardholders to manage their Wildcard Account.

**Wildcard Account** means your unique account with Wildcard that is accessible through the Wildcard App to manage your Total Balance, including the Available Balance in your Wildcard Account.

**You** refers to a person who has opted in for and 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 signing the back of the Card or using the Card, you agree to be bound by these Terms & 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.

Important points to remember to safeguard your Card:

- sign your Card immediately when you receive it;
- memorise your PIN and never store it with or near your Card;
- never write your PIN on your Card;
- never lend your Card to anyone;
- never communicate your PIN;
- try to prevent anyone else seeing you enter your PIN into an ATM or device (“i.e. an electronic banking terminal”);
- never leave your Card unattended, e.g. in your car or at work;
- immediately report the loss, theft or unauthorised use of your Card to EML on 1300 739 889;
- examine your account statement online to identify and report, as soon as possible, any instances of unauthorised use; and
- for security reasons, on the expiry date destroy your Card by cutting it diagonally in half.

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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;
- To load value on the Card, you must transfer funds from your existing Australian bank account to your Wildcard Account, by using your financial institution's internet banking website or mobile App. For the payee details, use your Wildcard account number and BSB recorded in the Wildcard App. Please allow up to 3 business days for the funds to be added to your Card's Balance.
- When using the Card for recurring regular payments (for example, paying your phone bill), you need to use the Card details, such as the Card number, expiry date and CVV of the Card and **not** the your Wildcard account number and BSB as recorded in the Wildcard App;
- you can load value to the Card in accordance with these Terms and Conditions;
- the Card allows cash withdrawals at ATM's and purchases to be made wherever Mastercard cards are honoured for electronic transactions if a sufficient funds exists for the amount of the transaction;
- the Card is not a credit Card;
- the Card is not a facility by which the Issuer takes deposits from you;
- there is no interest payable to you on the credit balance on the Card; and
- the Card remains the property of the Issuer and you must surrender the Card to us if we ask for it to be surrendered.

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### 15.4. USING THE CARD

- you must register as the cardholder of the Card via the Wildcard App by following the prompts;
- upon registration, your Card will be activated and ready for use;
- You can purchase goods and services using your Card and the payment is debited against your Available Balance funds. The Card allows you to purchase goods and services:
  - at an outlet within Australia that has EFTPOS available by either:
    - selecting the 'credit' button wherever Mastercard cards are accepted; or
    - making a contactless payment.
  - over the telephone or the internet by providing the PAN, expiry date and security code; or
  - at outlets overseas wherever Mastercard cards is accepted.
- When you are 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, you 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 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 in most cases your transaction will be declined.
- If you make or attempt to make any transactions that exceeds the Total Balance, and if that transaction is approved and your Total Balance becomes negative, 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 Wildcard 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 should deal directly with the merchant involved. If you cannot resolve the dispute with the merchant, you should contact Wildcard, who will endeavour to help you resolve the issue.

- 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 (whether or not the original transaction being refunded was made using the Card) 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;
- the Card may be used at ATMs that accept prepaid Mastercard cards. ATM operators may charge a fee for using an ATM, and these fees vary by ATM operator. All ATM fees and charges will be automatically debited against the Total Balance. After the Total Balance has been exhausted or if there are insufficient funds for the payment of ATM fees and charges for a transaction in addition to the amount of a withdrawal, the ATM transaction will be declined; and
- if you permit someone else to use the Card, you will be responsible for any transactions initiated by that person with the Card;

#### 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 Total Balance and reduce it accordingly.

Applicable fees are as follows:

<b>Fees and Charges to be paid by the Cardholder (Inclusive of applicable GST)</b>	
<b>Fee Description</b>	<b>Fee Amount</b>
<b>Card Issue and Funds Loading</b>	
Card Issue Fee	Free
Replacement Card Fee	Free
<b>ATM Withdrawals</b>	
ATM Transactions	ATM Owner Fees May Apply
<b>Point of Sale Purchases</b>	
POS Purchase	Free
<b>Account Keeping Fees</b>	
Balance Inquiry online	Free
Card Issuer foreign exchange fee	2.99%
Disputed transaction fee (per transaction)	\$10.10
Monthly Inactivity Fee (charged after 180 days of inactivity)	\$4.40

Negative Card balance top up	Varies according to negative Card balance
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All transaction fees are charged at the time of transaction and 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.

Below is a summary of the fees you could be charged, and why:

- ATM Withdrawal fee.

While the majority of ATMs in Australia don't charge fees these days, some ATMs, such as those that are independently owned or located overseas, may charge withdrawal fees. These fees go to the owner of the ATM and will differ according to the provider. If an ATM charges fees, you'll see a prompt on the screen telling you how much the fee is, before you confirm the transaction.

- Card Issuer foreign exchange fee

If you make an online or in-store purchase, or make an ATM withdrawal in a currency other than Australian dollars, you may be charged a 2.99% foreign currency conversion fee by the Issuer.

- Disputed transaction fee

If you dispute a transaction on your card, the Issuer could charge a fee for investigating the disputed transaction. This fee is charged for each transaction that is disputed.

- Monthly inactivity fee

If you do not use your Card for more than 180 days, the Issuer may deduct up to \$4.40 per month from your Wildcard Account. We will attempt to contact you before this happens, to give you the opportunity to close your account. If you no longer wish to use your Wildcard Account, please contact us via email and ask us to close your account.

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## 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.

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## 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 Foreign Exchange Fee:

Example of 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 = \$1.38 Australian;

You spend US\$50.00;

The Australian dollar amount is US\$50.00 x \$1.38 = \$69.00;

The foreign exchange fee is therefore 2.99% x \$69.00 = \$2.07

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 per transaction	\$2,500
Daily Point of Sale Limit (including ATM Withdrawal transactions)	\$5,000
Maximum number of transactions per day (including POS and ATM Transactions)	25
<b>ATM Withdrawal Limits</b>	
Minimum ATM withdrawal amount per transaction	\$20
Maximum ATM Withdrawal Amount per transaction	\$1,000
Maximum number of ATM transactions per day	5
<b>Load and Account Limits</b>	
Maximum Card Balance	\$25,000
Daily Total Limit (from ATM and/or POS)	\$5,000
Maximum Load to card per transaction	\$10,000
Maximum Load to card per 24 hours	\$12,500

Maximum number of loads to card per 24 hours	10
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#### 15.9. PIN

When you activate your Card through the Wildcard App, you will be directed to follow the process in 15.10 to manage your PIN. You must not disclose your PIN to any other person.

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#### 15.10. PIN CHANGE

To manage and change your PIN:

- Ensure your Wildcard Account is updated with your current email address;
- go to <https://pin.emerchants.com.au>;
- you will be prompted to enter your 16-digit Personal Account Number (PAN) along with personal details to verify your identity;
- following verification of your identity a security number will be sent to either your email address (or mobile phone number, when the functionality is available) as registered with the Card. The security number will be required to allow you to change your PIN.

If you have any technical difficulty with your PIN please contact EML on 1300 739 889.

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#### 15.11. SECURITY

You must make sure that you keep the Card, Identifiers and any PIN's 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;
- interfere with any magnetic stripe or integrated circuit on the Card;
- unnecessarily disclose the Card number;
- write the PIN on the Card;
- carry the PIN with the Card;
- record the PIN on anything carried with the Card or liable to loss or theft simultaneously with a device, unless you make a reasonable attempt to protect the security of the PIN; or
- voluntarily disclose the PIN to anyone, including a family member or friend.

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

If you know or have reason to suspect that your Card is lost or stolen or damaged, likely to be misused or you have reason to suspect that someone else may know the PIN or Identifiers, you must immediately notify Wildcard through the Wildcard App or via email. Wildcard will immediately place a "stop" on your Card. This means you will not be able to use your Card to authorise any transactions or load value onto your Card. You can request a replacement Card by contacting Wildcard.

If Wildcard accept your request, they will:

- cancel your lost, damaged or stolen Card; and
- send the replacement Card to you by mail.

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

If you find any Card that you have reported lost, you must not use that card.



Should any ATM retain your Card, the Card is deemed lost or stolen and hence cannot be recovered. In that event, you will need to contact Wildcard or EML on 1300 739 889 and arrange to be issued with a new Card. There is no fee involved to have a replacement Card issued.

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### 15.13. LIABILITY FOR UNAUTHORISED TRANSACTIONS

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

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 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 the Card or a PIN. Where a transaction can be made using the Card, or a Card and an Identifier, but does not require a PIN, you are liable only if you unreasonably delay reporting the loss or theft of the Card.

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 before the loss, theft or misuse of a Card or breach of PIN security is reported to us, however:

- 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 incurred in any period in excess of any applicable periodic transaction limit; and
- you are not liable for the portion of losses that exceeds that Total Balance; and
- you are not liable for the portion of losses incurred if you and we had not agreed that the Total Balance could be accessed using the Card or identifier and/or PIN used to perform the transaction.

You will be liable for losses arising from an Unauthorised Transaction that occurs because you contributed to losses by leaving a physical card in an ATM, as long as the ATM incorporates reasonable safety standards that mitigate the risk of a Card being left in the ATM.

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 that the security of all PINs has been breached. In those circumstances, you are liable in full for the actual losses that occur between when you become aware of the security compromise, 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 in excess of any applicable daily transaction limit; and
- you are not liable for the portion of losses incurred in any period in excess of any applicable periodic transaction limit; and
- you are not liable for the portion of losses that exceeds the Total Balance; and

- you are not liable for the portion of losses incurred if we and you had not agreed that the Total Balance could be accessed using the Card or identified and/or PIN used to perform the transaction.

If a PIN was required to perform an Unauthorised Transaction not already covered above, you will be liable for the least of:

- \$150; or
- the Total Balance; or
- the actual loss at the time that the misuse, loss or theft of a Card or breach of PIN security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily or other periodic transaction limit.

If you report an Unauthorised Transaction, we will not hold you liable for losses arising from the Unauthorised Transaction for an amount greater than your liability if we exercised any rights under the rules of the Mastercard scheme, at the time of the report, against other parties to the Mastercard scheme (for example, chargeback rights)

### **Important Information about Chargebacks**

In some circumstances, you may be able to request a chargeback of a transaction when you have a dispute with a merchant, such as the merchant's failure to supply the goods or services you paid for.

A chargeback is a right under the Mastercard card scheme rules by which a transaction can effectively be reversed by us debiting an amount to the merchant's financial institution and crediting back to your Total Balance. We can only process chargebacks if the Mastercard card scheme rules allow us to.

If you believe that you are entitled to a chargeback, you must notify us as soon as possible by contacting EML.

The Mastercard card scheme rules impose time limits for initiating chargebacks. The time limit is generally 90 days from the date of the disputed transaction.

If 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 card scheme rules to have the transaction investigated further, and this can in some circumstances result in the chargeback being reversed (which means the original transaction might be reinstated by being debited to your Total Balance).

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#### **15.14. 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 Total Balance are available on the Wildcard App.

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 Wildcard App and can be accessed at no charge (see section 15.4 "Using Your Card").

If you notice any error (or possible error) in any transaction or statement relating to Card, then you must notify Wildcard immediately, who will pass on the information to EML. 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 review regularly your transaction history to identify Unauthorised Transactions.

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#### **15.15. CARD EXPIRY**

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

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 the Total Balance to you.

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#### 15.16. REPLACEMENT CARDS

If your Card is misused, lost or stolen, you should notify Wildcard in accordance with section 15.12 so that your Card can be cancelled.

You can request Wildcard 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 15.12 and the misused, lost or stolen Card has been blocked. You will need to register and activate the new Card in accordance with section 15.4.

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#### 15.17. 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 surrender or destroy the cancelled Card 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; 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 surrender or destroy the revoked Card and you must not use the revoked Card. When you surrender the Card, you must give us your correct name and contact address.

On the revocation or cancellation of the Card, we will pay the Total 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 Total Balance;
- we are satisfied the funds on your card belong to you;
- if EML require it, EML have received the surrendered or cancelled Card from you; and
- you give EML instructions to pay the Total Balance by sending it to your Wildcard Account.

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#### 15.18. ACCESSING YOUR TOTAL BALANCE IF YOU DON'T HAVE A CURRENT CARD

Whether or not you have a current Card to transact against your Total Balance, you may instruct us to pay the Total Balance by sending it to your Wildcard Account (Funds Redemption Request). You may be able to do this through the Wildcard App or by contacting EML. 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 Total 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 your Total Balance; and
- if we require it, we have received any surrendered or cancelled Cards from you.

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#### 15.19. LIABILITIES AND DISCLAIMERS

We are not liable:

- if, through no fault of our own, there is not enough Available Balance 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 any ATM refusing to or being unable to accept the Card;
- for the way in which any refusal 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 Total 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 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.

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

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#### 15.20. ANTI-MONEY LAUNDERING AND COUNTER TERRORISM FINANCING OBLIGATIONS

EML is subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 and the rules and other subordinate instruments under the Act (AML/CTF Laws). 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 may include detailed 'know your customer' (KYC) information about the Cardholder such as:

- name, and
- address, and
- date of birth.

EML may be prohibited from offering services or entering into or conducting transactions with you if you do not provide this information.

You should be aware that:

- EML is not required to take any action or perform any obligation under or in connection with 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, Wildcard, other banks, service providers or to other third parties.

You provide EML with the following undertakings and indemnify EML against any potential losses arising from any breach by you of such undertakings:

- you will not initiate, engage or effect a transaction that may be a breach of Australian law or sanctions (or the law or sanctions of any other country); and
- the underlying activity for which your 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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## 15.21. PRIVACY AND INFORMATION COLLECTION

### **Collection and use of private information by Wildcard**

Wildcard respects and protects the privacy of our users. This section describes how we securely collect, manage and disclose your personal information.

We collect personal information that you voluntarily provide to us via the Wildcard Website, the Wildcard App, and correspondence by email and social media so that we can provide you with the Wildcard Account and Card.

Examples of personal information we collect include: names, addresses, email addresses, and phone numbers.

We may use cookies to help us personalise or improve your user experience when you access our website. This may involve collecting information about your general location and usage (like your device, browser, duration of visit and referring domain) depending on what permissions you grant us.

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 Wildcard account. 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 aim to keep marketing to a minimum. However, we may use your personal information for marketing purposes, for example to promote major product updates. You may unsubscribe from our mailing list at any time by contacting us via email.

Your Personal Information may be disclosed in a number of circumstances including:

- to facilitate the issue and distribution of the card;
- to third parties for identification verification;
- to third parties for the provision of the card;
- to third parties where you consent to the use or disclosure;
- 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); and
- where required or authorised by law.

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 the 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.

Your personal information is stored in a manner that protects it from misuse and loss and from unauthorised access, modification or disclosure.

When your personal information is no longer required for the purpose for which it was obtained, we will take reasonable steps to destroy or permanently de-identify your Personal Information.

We take reasonable steps to ensure that your information is accurate, complete and up-to-date. If you believe your information is inaccurate or has recently been changed, please inform us as soon as practical.

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.

If you have any queries or complaints about our Privacy Policy or wish to access or update your personal information, please contact us at:

Facebook Messenger: <https://www.messenger.com/t/wildcardmoney>  
Mail: Studio 1, Level 3, 35 Buckingham St, Surry Hills NSW 2010  
Email: [hi@wildcard.money](mailto:hi@wildcard.money)  
Internet: <https://wildcard.money>

### **Collection and use of private information by EML**

You have already agreed to the terms of the Wildcard privacy policy when opening your Wildcard Account and, by accepting these Terms, you also agree to the terms of the EML privacy policy (see below for information on where to find these policies).

We collect your Personal Information so that we can establish and administer the Card provided to you. We will only use your Personal Information to:

- 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).

Without your information, we cannot make the Card available to you. If you do not wish to provide the necessary information to us, 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
- 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.

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 policy 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 on 1300 739 889 or [support@emlpayments.com.au](mailto:support@emlpayments.com.au).

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## 15.22. COMMUNICATIONS

You agree that Wildcard may give written notices or other communications to you under or in connection with these Terms and Conditions (including information under the ePayments Code such as statements) by either:

- sending the notice, information or communication using Electronic Communication; or
- using Electronic Communication to notify you that the notice, information or communication is available from an electronic address (such as the Website).

You may vary your nominated email address for Electronic Communication by notifying us through the Wildcard App 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 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 to the Website or in the Wildcard 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.

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 Wildcard App, we:

- may verify your identity by reference to any or all of the information given by you when applying for the Card or during the Card activation or any changes made to this information; and
- may proceed on the basis that we are satisfied by that verification.

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

You must notify us immediately of any change to your address and other contact details by updating your details through the Wildcard App. 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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#### 15.24. CHANGES TO THESE TERMS AND CONDITIONS

We may change these Terms and Conditions and any information in this PDS relating to the Terms and Conditions (including fees and charges and load and transaction limits) at any time without your consent for one or more of the following reasons:

- to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice; or
- to reflect any decision of a court, ombudsman or regulator;
- to reflect a change in our systems or procedures, for security reasons; or
- as a result of changed circumstances (including by adding benefits or new features); or
- to respond proportionality to changes in the cost of providing the Card; or
- to make them clearer.

Except in the case of changes to fees and charges or the introduction of a new fee or charge and any changes that are not materially adverse, we will notify you at least 20 days before any changes to these Terms and Conditions take effect.

If the change involves an increase to our fees and charges or the introduction of a new fee or charge, we will give you notice at least 30 days before the change takes effect.

We will notify you of the above changes to these Terms and Conditions by sending an individual notice to you (either by giving it to you personally or by electronic communication).

If a change to this PDS, including these Terms and Conditions, is not materially adverse, we may update the information by making information about the change available on the Website or the Wildcard App. 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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#### 15.25. THE WEBSITE

Although considerable effort is expended to make the Website, Wildcard 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.

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#### 15.26. GOVERNING LAW

Any legal questions concerning these Terms and Conditions, the agreement between you and EML (governed by these Terms and Conditions) or the Card will be decided under the laws of Queensland, Australia and any legal proceedings concerning these Terms and Conditions, the agreement between you and EML (governed by these Terms and Conditions) or the Card may be conducted in the courts at Brisbane, Queensland, Australia.

Any legal questions concerning the Website, the Wildcard App, your Wildcard Account or the agreement between you and Wildcard will be decided under the laws of New South Wales, Australia and any legal proceedings concerning the agreement between you and Wildcard may be conducted in the courts at Sydney, New South Wales, Australia