

THE BTC.COM.AU BITCOIN ATM/EFTPOS CARD

PRODUCT DISCLOSURE STATEMENT

In this Product Disclosure Statement for the BTC.com.au Bitcoin ATM/efpos Card you will find:

Part A – General Information

and

Part B – Terms and Conditions including Fees and Charges

Dated 15 March 2021

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PART A GENERAL INFORMATION

1. ABOUT THIS PRODUCT DISCLOSURE STATEMENT

This document forms the Product Disclosure Statement (“PDS”) for the BTC.com.au Bitcoin ATM/eftpos Card (the “Card”). The PDS for the Card contains important information regarding the Card, including the fees and other costs that apply to the Card.

This Product Disclosure Statement is issued by EML Payment Solutions Limited ABN 30 131 436 532 (“EML”/ “we”/ “us”) as a requirement under the Corporations Act 2001.

This PDS is an important document designed to assist you in deciding whether to acquire the financial product to which it relates – the Card.

Your contract with us for the Card is comprised of this PDS document incorporating the Terms and Conditions, which contains important information regarding the 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. You may also seek advice from a licensed financial adviser on whether the Card satisfies your financial requirements.

2. ELECTRONIC STATEMENTS

By successfully applying for and using the Card, you acknowledge that we do not provide and you will not receive paper statements. Electronic statements showing the Card’s transactions and Available Balance are available for viewing from the EML Website.

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 front cover.

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

The Card is a prepaid, reloadable eftpos card. You can access your Available Balance anywhere in Australia where prepaid eftpos cards are accepted.

Cardholders are not permitted to load or transfer any personal funds onto their Card.

The Card is not a credit or charge card and the Card’s Available Balance does not earn interest.

5. PARTIES INVOLVED IN DISTRIBUTION OF THE CARD

EML Payment Solutions Limited ABN 30 131 436 532 (“EML”) is 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. 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
Internet: www.emlpayments.com

6. CARD ISSUER

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

EML is 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. When providing financial services in relation to the Card, EML acts on its own behalf.

EML arranges for the sale and issue of the Cards. The Available Balance on your Card is held in a special purpose account maintained by Cuscal Limited ABN 95 087 822 455 AFSL 244116 (“Cuscal”). Cuscal is responsible for the settlement of transactions using the Card, but may outsource these functions to other service providers. The acquisition of, or value loaded to, the Card does not represent a deposit with or investment in Cuscal.

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
Internet: www.emlpayments.com

7. ROLES OF THE CARD DISTRIBUTOR AND ISSUER

EML is responsible for the issue and distribution of the Card. BTC.com.au provides customer service support for Cardholders, including the online and telephone systems to allow Cardholders to check their Available Balance and transaction history.

Neither BTC.com.au, 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 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 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. SIGNIFICANT BENEFITS TO CARDHOLDERS

The significant benefits of the Card are as follows:

- the Card is a prepaid, reloadable eftpos card which means that it can be used to pay for goods and services from merchants in Australia who accept prepaid eftpos cards;

- the Card can be used to withdraw cash at participating ATM's who accept prepaid eftpos cards around Australia;
- you can access only the value that you have loaded to the Card. It is not a credit card.

9. 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 significant risks associated with the Card and are not exhaustive. There may be other risks that relate to the use of your Card, and you may wish to obtain financial advice from a licensed financial adviser to satisfy yourself of fully understanding all risks.

Significant risks to cardholders are:

- the ability to access the Available Balance on the Card is ultimately dependent on BTC.com.au transferring the Available Balance to Cuscal. Accordingly, if BTC.com.au becomes insolvent or if there is otherwise a delay in the transfer of your Available Balance, there is a risk you may not be able to access the Available Balance on the Card;
- the Card will expire at the date shown on the front of the Card. You cannot access any value loaded on the expired Card;
- Unauthorised Transactions can happen using 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;
- the Card could be lost, destroyed or stolen;
- Cuscal can stop any or all Cards from operating in the event of the insolvency of EML or breach by EML of any obligation or duty it owes to Cuscal; and
- the Financial Claims Scheme does not apply in relation to the Card or your Available Balance.

10. 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 (such as Cuscal) from potential loss due to the failure of these institutions. For more information, see APRA's website at <https://www.fcs.gov.au/about-apra>

As the Financial Claims Scheme only applies to deposits and your Available Balance is not a deposit with Cuscal, the Financial Claims Schemes would not apply in relation to the Card or your Available Balance in the event of Cuscal's failure. Therefore, you would be ineligible to make a claim against the Financial Claims Scheme.

11. OTHER IMPORTANT INFORMATION

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

- it does not generate any interest or other return to the holder. In other words, you do not earn interest on the value loaded to the Card;
- although Cuscal is an authorised deposit-taking institution in Australia, the acquisition of, or value loaded to, the Card does not represent a deposit with or investment in Cuscal;
- you do not become a depositor with Cuscal by holding the Card;

- value loaded on the Card will usually become available for use by you immediately for in-person transactions;
- press the Savings button at point of sale terminals and ATM's in order to access the Available Balance; and
- the method of communication that EML will use to give you information, including information under the ePayments Code, will be Electronic Communication.

12. PROBLEMS OR DISPUTES

If you have a query about the Card, you should initially direct the query to BTC.com.au. When you provide feedback to us, we have the opportunity to improve our services to you.

You can contact BTC.com.au from anywhere in Australia during the hours set out in the BTC.com.au Help and Contact page by:

Phone: 1300 438 282

Email: support@btc.com.au

Mail: BTC.com.au, Suite 3.07, 100 Collins Street, Alexandria NSW 2015

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

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

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

Where your Card is used for Unauthorised Transactions, we will seek to reverse the transaction if we can under the Eftpos Scheme Rules. Your ability to dispute a transaction or reverse an Unauthorised Transaction may be lost if you do not notify us immediately. It is your responsibility to 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 45 days.

If we are unable to resolve your complaint to your satisfaction within 45 days, you can escalate the complaint to the Australian Financial Complaints Authority (AFCA):

Australian Financial Complaints Authority ABN 67 131 124 448

Mail: GPO Box 3, Melbourne VIC 3001;

Phone: 1800 931 678

Fax: (03) 9613 6399

Email: info@afca.org.au

13. TERMS AND CONDITIONS

13.1. DEFINITIONS

AFSL means Australian Financial Services Licence.

ATM means Automated Teller Machine that accepts cards with the eftpos 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.

Available Balance means the monetary value in Australian dollars, recorded by us or our agent as available for transactions on the Card less any: purchases, authorisations, cash withdrawals, fees and charges or other amounts debited under the Terms and Conditions.

BTC.com.au means BTC.com.au Pty Ltd ABN 52 625 367 811.

BTC.com.au Account means your unique account with BTC.com.au which is used solely for bitcoin trading services.

Card means the BTC.com.au Bitcoin ATM/eftpos Card.

Cash out at POS Fee means the fee incurred by the Cardholder as a result of obtaining cash out through a Point of Sale transaction.

Declined Transactions means transactions which may include but are not limited to Point of Sale declines, Point of Sale refunds, Point of Sale reversals and ATM declines.

eftpos means electronic funds transfer at point of sale.

EML Website means sam.emerchants.com.au

ePAL means Eftpos Payments Australia Limited ABN 37 136 180 366.

ePayments Code refers to the amended code formerly known as the Electronic Funds Transfer Code of Conduct issued by the Australian Securities & Investments Commission on 1st April 2001, as amended on 20 March 2013, and includes any subsequent amendments or replacements.

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 Scheme means the scheme administered by the Australian Prudential Regulation Authority (APRA) to protect depositors of authorised deposit-taking institutions (such as Cuscal) from potential loss due to the failure of these institutions. Section 8 confirms your ineligibility to make a claim on this product under the Financial Claims Scheme.

Funds Redemption Request has the meaning given to it in section 13.15.

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.

Negative Balance means a negative rather than a positive Available 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 reasonably be 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 PIN, the Card and instructions on how to use the Card.

POS Transaction means Point of Sale transactions.

Product Disclosure Statement means this document.

Security Requirements means the Security Requirements described under section 13.8 “Card Security”.

rediATM Usage Fee means the fees charged by EML and incurred by a Cardholder for using a rediATM.

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, includes any agent acting on behalf of EML.

Website means the secured web site for the Card shown on the PIN Mailer and any additional or replacement website we notify you as the website for the purposes of these Terms & Conditions from time to time.

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

13.2. 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 the 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 eftpos device (“i.e. an electronic banking terminal”);
- never leave your Card unattended, e.g. in your car or at work;
- avoid allowing a merchant to transact on the Card distantly on their premises using a portable eftpos device;
- 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.

13.3. THE CARD

- the Card is a prepaid eftpos card and value must have been loaded to the Card before the Card can be used;
- the Card allows cash withdrawals at ATM's and purchases to be made wherever in Australia prepaid eftpos cards are honoured for transactions if a sufficient Available Balance 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 other 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.

13.4. USING THE CARD

- you must register as the cardholder of the Card via the Website by following the prompts;
- upon registration, the Card will be activated and ready for use;
- the Card can be used anywhere in Australia prepaid eftpos cards are accepted to pay for goods and services. Some merchants may choose not to accept prepaid eftpos cards;
- when using the Card in person at a retailer select "Savings". You will need to enter your 4 digit PIN to complete the transaction;
- the Card cannot be used for online or over the phone transactions, also known as card not present transactions;
- you agree not to make or attempt to make transactions that exceed the Available Balance;
- if you make or attempt to make any transactions that exceed the Available Balance then you will be liable for any Negative Balance, along with any costs or interest we incur in recovering or attempting to recover from you the amount owing;
- if a Negative Balance arises, that does not mean that a Negative Balance will be allowed to arise on subsequent occasions;
- you can use the Card within the limits specified in section 13.6 provided that you do not exceed the Available Balance and the expiry date for the Card has not passed;
- Cuscal or EML 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 Card, or a dispute with a merchant, you must deal directly with the merchant involved. If you cannot resolve the dispute with the merchant, you should contact EML. **You should not, in any circumstances, contact ePAL; if you are still unsatisfied with the outcomes, you can invoke external dispute resolutions set out in section 12.**
- if you are entitled to a refund for any reason relating to a Card transaction, you agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to the 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, or where you make a Funds Redemption Request as outlined within 13.15;
- 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 ATM's that accept prepaid eftpos card. ATM transaction fees and charges may apply. These are in addition to any ATM operator fees that vary by ATM operator. All ATM fees and charges will be automatically debited against the Available Balance. After the Available Balance has been exhausted, if there

are insufficient funds for the payment of ATM fees and charges for a transaction in addition to the amount of a withdrawal or you have incorrectly entered your PIN, the ATM transaction will be declined;

- if you permit someone else to use the Card, you will be responsible for any transactions initiated by that person with the Card;
- you may not make pre-authorized regular payments through the use of the Card; and
- the Card may not be used for any direct or recurring debit payments or for any mail or telephone order transactions.

13.5. FEES AND CHARGES

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

Applicable fees are as follows:

| Fees and Charges to be paid by the Cardholder | |
|---|-----------------|
| ATM Withdrawals | |
| ATM Transactions | ATM Owners Fees |
| Point of Sale Purchases | |
| POS Purchase | Free |
| Account Keeping Fees | |
| Balance Inquiry online | Free |
| External Funds Transfer – Card to external bank account | \$27.50 |
| Disputed transaction fee (per transaction) | \$10.10 |
| Monthly Maintenance fee | \$4.99 |
| | |
| | |

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 Card is used to purchase goods and/or services. This fee is determined and charged by the merchant and is not retained by us.

13.6. LIMITATIONS OF USE OF 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 eftpos 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 |
|---|----------|
| Point of Sale Limits | |
| Maximum Point of Sale per transaction | \$999.00 |
| Daily Point of Sale Limit (including ATM Withdrawal transactions) | \$999.00 |
| Maximum number of transactions per day (including POS and ATM Transactions) | 25 |
| ATM Withdrawal Limits | |
| Minimum ATM withdrawal amount per transaction | \$20.00 |
| Maximum ATM Withdrawal Amount per transaction | \$999.00 |
| Maximum number of ATM transactions per day | 10 |

13.7. PIN REVEAL

- to retrieve your PIN 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 as registered with the Card. The security number will be required to allow you to access your PIN; and
- if you have any technical difficulty retrieving your PIN please contact EML on 1300 739 889.

13.8. 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.

13.9. 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 EML. We will then suspend your Card to restrict further use.

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

If any lost Card is subsequently found it must not be used.

Should your Card be retained by any ATM, the Card is deemed to be lost or stolen and hence cannot be recovered. In that event, you will need to contact EML on 1300 739 889 and arrange to transfer any remaining funds from your Card.

13.10. 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 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;
- the Card, Identifier or Pass Code which is forged, faulty, expired or cancelled;
- a transaction requiring the use of 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 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 the Card and an identifier, but does not require a PIN, you are liable only if you unreasonably delay reporting the loss or theft of a 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 section 13.8 and 13.9 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 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 that Available Balance; and
- you are not liable for the portion of losses incurred if we and you had not agreed that the Available Balance could be accessed using the Card or identifier and/or 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. Reasonable safety standards that mitigate the risk of a card being left in an ATM include: ATMs that capture cards that are not removed after a reasonable time; and ATMs that require a user to swipe and then remove a card in order to commence a transaction.

You will be liable for losses arising from an Unauthorised Transaction if we can prove on the balance of probability that you contributed to those losses by unreasonably delaying reporting the misuse, loss or theft of the 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 became 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 Available Balance; and
- you are not liable for the portion of losses incurred if we and you had not agreed that the Available Balance could be accessed using the Card or 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 Available Balance; or
- the actual loss at the time that the misuse, loss or theft of the 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 of other periodic transaction limit.

13.11. TRANSACTIONS

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

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

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

13.12. CARD EXPIRY

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

The Card cannot be used after expiry. You cannot access any value loaded on the expired Card and you must transfer any unused value to your bank account by notifying EML of a bank account nominated by you in which to transfer any unused funds..

13.13. REPLACEMENT CARDS

If your Card is misused, lost or stolen, you should notify EML in accordance with section 13.9 so that the Card can be cancelled.

13.14. CARD REVOCATION AND CANCELLATION

You may ask for your Card to be cancelled at any time. If you ask for 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 Card has been used illegally.

If we cancel your the 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 Card, you must give us your correct name and contact address.

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

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

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

Whether or not you have a current Card to transact against your Available Balance, you may instruct us to pay the Available Balance by sending it to an external bank account nominated by you (Funds Redemption Request). A Funds Redemption Request may be made through the Website or by contacting us and will attract the Manual funds transfer fee outlined within 13.5. We do not have to process a Funds Redemption Request until we are satisfied of your identity.

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

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

13.16. 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's 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;
- any industrial dispute;
- any ATM refusing to or being unable to accept the Card;
- the way in which any refusal to accept the Card is communicated;
- any indirect, special or consequential losses;
- any infringement by you of any currency laws in the country where the Card is issued or used;
- any dispute between you and the supplier of any goods or services purchased with the Card;
- our taking any action required by any government, federal or state law or regulation or court order; or
- anything specifically excluded or limited elsewhere in these Conditions of Use.

However:

- your liability for Unauthorised Transactions will be determined according to the ePayments Code; and
- we will not avoid any obligation to you under the ePayments Code on the basis that another party to a shared electronic payments network (to which we are also a party) has caused the failure to meet the obligation.

Our liability in any event shall not exceed the amount of the Available Balance except in relation to:

- Unauthorised Transactions; and
- consequential losses arising from a malfunction of a system or equipment provided by any party to a shared electronic network (unless you should reasonably have been aware that the system or equipment was unavailable or malfunctioning, in which case our liability is limited to correcting any errors and refunding any fees or charges imposed on you).

If any warranties or conditions are implied because of Part 2 of the Australian Securities and Investments Commission Act 2001 or any similar law in respect of services supplied under these Terms and Conditions or in connection with 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.

13.17. ANTI-MONEY LAUNDERING AND COUNTER TERRORISM FINANCING OBLIGATIONS

EML is subject to the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) and the rules and other subordinate instruments under the Act ("AML/CTF Laws"). Before a 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' information about the Cardholder such as, but not limited to:

- 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, EML and/or BTC.com.au, 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);
- 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); and
- If you require further understanding on this subject, we recommend you seek legal advice.

13.18. PRIVACY AND INFORMATION COLLECTION

EML and BTC.com.au (in this Privacy Statement referred to as "we"), collects your Personal Information so that we can establish and administer the Card provided to you. We may also use your Personal Information to:

- tell you about products and services offered by us or our affiliate companies (unless you tell us not to); and
- 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 and you should not apply for the Card.

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 also 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 transfer your personal information outside Australia.

By applying for and using the Card you consent to us collecting, using and disclosing your Personal Information under these terms and conditions in the manner described above.

Our Privacy Policies sets out how you can access and correct information we hold about you, how you can complain about a breach by us of your privacy rights and how your complaint will be handled. Our Privacy Policies are available at:

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

BTC.com.au: <https://btc.com.au/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.

You may contact BTC.com.au Privacy Officer in relation to your Personal Information on privacy@btc.com.au. Please log into your BTC.com.au account online at www.btc.com.au if you wish to opt out of marketing communication or contact BTC.com.au Customer Service on 1300 438 282 or support@btc.com.au

13.19. COMMUNICATIONS

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

- sending the notice, information or communication using 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 Website and satisfying us of your identity.

In addition, we may give you notices, information or other communications to you relating to Card (including information under the ePayments Code such as statements):

- 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 posting it to the Website.

If we give a notice, information or other communication to you:

- electronically – you are taken to have received it on the day it is transmitted;
- 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, we:

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

13.20. 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 Website. 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.

13.21. 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, regulations, code of practice (e.g. mandating of the ePayments Code), 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 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. 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.

13.22. THE WEBSITE

Although considerable effort is expended to make the Website 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.

13.23. GOVERNING LAW

Any legal questions concerning these Terms and Conditions, the agreement between you and us (which is governed by these Terms and Conditions) or the Card will be decided under the laws of Queensland, Australia.

Any legal proceedings concerning these Terms and Conditions, the agreement between you and EML (which is governed by these Terms and Conditions) or the Card may be conducted in the courts at Brisbane, Queensland Australia.