

M PAYMENTS CARD
TERMS AND CONDITIONS OF USE

1. Your Card is issued to you by **m Payments Pty Limited ACN 126 015 227** (“**mPayments**”), and distributed in accordance with ASIC Instrument [12-0114]. mPayments is also an Authorised Representative of Australian Financial Services Licensee, Moneytech Limited (AFSL 421 414). mPayments Authorised Representative number is 428 863. By accepting these Terms; you are entering into a contract with mPayments. mPayments is responsible for effecting settlement of all transactions that may arise as a result of you using your Card in accordance with the terms set out herein.
2. Your Card is a reloadable prepaid card capable of tracking loyalty points awarded by Approved Merchants. You may load your Card with Value at anytime either in store or online if registered. Your Card allows purchases and payments to be made at any Approved Merchant store, if a sufficient Value is stored on the Card.
3. You may register your card online at www.mpay.com.au (the “**Website**”) by completing the required identification procedures. Registration entitles you to: link multiple cards to one account, manage your account, monitor your expenditure, access a full statement and account summary, order supplementary Cards or tokens (which shall include a fob or sticker for the back of your mobile phone. Each ‘token’ is identical to the Card in functionality and provides you with access to the Facility), make BPAY Payments using your available Card Limit.
4. Your Card is activated when loaded with Value either in store by an Approved Merchant; or online, if you choose to register your Card.
5. If you fail to properly safeguard your Card, you may increase your liability for unauthorised use. We therefore **strongly recommend** that you keep your Card in a safe and secure place, record your Card number; do not allow your Card to be used by another person, do not access the Website via an email link embedded in an email. Always access the website directly from your internet page; never lend your Card to anyone, 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 mPayments (refer to clause 6 below).
6. If your Card is registered, and is lost or stolen, your Card will be disabled and replaced once you contact mPayments. If your Card is unregistered it cannot be replaced if lost or stolen. Unregistered Cards are incapable of being tracked by mPayments. As such if you request that mPayments disable your unregistered Card, you will need to provide your Card number and original balance to mPayments. If you believe your Card has been lost or stolen you should IMMEDIATELY report this to mPayments in one of the following ways:
 - a) Telephone: by calling **1300-656-157**
 - b) SMS: by texting **0499-345-345**
 - c) Website: by logging into your account at: www.mpay.com.au
7. The Card may be used as many times as desired as long as the necessary Value is available, and the Card has not been suspended or cancelled. mPayments is not responsible if you have a dispute regarding the goods or services purchased using

your Card. Any refunds on Card transactions are subject to the policy of the specific Approved Merchant. In the first instance, you should contact the Approved Merchant directly.

8. Your Card has no expiry date. You may check your Card balance or request a statement online at www.mpay.com.au or by calling mPayments on: **1300-656-157**.
9. The Card always remains the property of mPayments as the issuer. You may cancel your Card at any time by giving mPayments notice in writing or by telephone.
10. You will be taken to have contributed to any loss caused by unauthorised use of your Card if:
 - a) in relation to a transaction arising out of sales, you unreasonably delay notification of your Card being lost or stolen or of any unauthorised use of your Card;
 If you are taken to have contributed to the unauthorised use of your Card under paragraph 13, your liability will be the lesser of:
 - a) the actual loss when less than the Value stored on your Card at that time the loss occurred;
 - b) the actual loss at the time m Payments is notified of the loss or theft of your Card; or
 - c) the Card Limit.
11. If you have a complaint or dispute relating to your Card, you should contact mPayments immediately on: **1300-656-157**.
12. We reserve the right to change these Terms at any time. A current version of the Terms will be available for on line at: www.mpay.com.au.
13. Information will be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law, required by law and where necessary to operate the Card and process transactions. A full privacy policy can be viewed at the Website.
14. The laws of New South Wales apply to the Terms and Conditions and you irrevocable submit to and accept the exclusive jurisdiction of the Courts of that State.

Card Activation	Free
Balance Enquiry	Free visit www.mpay.com.au
Load Fee (direct deposit)	Free
Load Fee (Cash)	Free
Load Fee (VISA and MasterCard)	1%
Load Fee (American Express)	3%
Load Fee (Diners)	3.5%
Password Reset/Recovery Via email	Free
Monthly Account Keeping Fee (if inactive for more than 6 months)	\$5
Change Mobile Number	Free
SMS Response	\$0.17
Additional Card/FOB/Sticker	\$5.95
Cancellation Fee	Free
BPAY	\$1.00

Definitions:

Approved Merchant means a retailer who has agreed to participate in the Card program in accordance with mPayments terms and conditions and has been authorised by mPayments to load your Card with Value and accept your Card for the payment of goods and/or services.

ATM means an automatic teller machine.

Card means your mPayments Card and account as issued by mPayments.

Card Limit means the total Value that may be stored on your Card at any one time, which as at the date of these Terms is AUD \$1,000.

Facility the non cash payment facility, owned and operated by mPayments which hosts the Card program and settles transactions.

mPayments means m Payments Pty Limited (ACN: 126 015 227) PO BOX 2015, North Sydney NSW 2060.

Value means the monetary value stored on your Card from time to time (expressed in Australian Dollars), that remains available to you.