

cherrypay Digital Prepaid Mastercard® Terms and Conditions

These Terms and Conditions apply to your cherrypay Digital Prepaid Mastercard (“the Card”). The Card is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 (“EML”) pursuant to license by Mastercard Asia/Pacific Pte. Ltd. and distributed by Cherry Hub Pty Ltd ABN 61 642 144 992 (“Cherry Hub”). In these card Terms and Conditions, “we”, “us” or “our” means EML and Cherry Hub; and “you”, “your” or “user” means the cardholder. If you acquire the Card you will have a contract with us.

When we refer to a **Digital Wallet**, we are referring to Apple Pay, Google Pay or Samsung Pay or any other digital wallet provider capable of provisioning the Card to your Device and when we refer to a **Device**, we are referring to a mobile or wearable device that allows you to store or otherwise add a Card to a Digital Wallet.

Accepting the Card and agreeing to these Conditions of Use

1. You agree to be bound by these Terms and Conditions by activating a Card, or using a Card in any way including provisioning the Card into your Device, using any Card features or completing a transaction with the Card.
2. Use and access to the Card is subject to your respective Device capability. This means your Device must have the ability to store the Card and make a purchase using a Digital Wallet.

How and where you can use the Card

3. The Card is a single load digital prepaid Mastercard that can be used for purchasing goods and services where Mastercard prepaid cards are accepted for electronic transactions (excluding transactions at ATMs or over the counter at financial institutions).
4. The Card must be activated prior to use and expiry. To activate the Card, you must follow the activation steps in the Cherry Hub app.
5. If the Card is not activated within six (6) months from the date of issue, it will be closed, and the available balance will be forfeited and paid to Cherry Hub.
6. When using the Card at point of sale, if required, press the Credit button to access the available balance.
7. The Card does not have cash out capability. You may not use the Card to withdraw cash.
8. The Card cannot be cancelled, used to obtain or redeem cash and cannot be used for making direct debit, recurring, or regular instalment payments. Use of the Card may be declined at some merchants (such as gambling merchants or merchants who choose not to accept the Card). We are not liable when authorisation is declined for any particular transaction except to the extent the authorisation has been declined because of fraud, negligence or wilful misconduct on our part (including that of our officers, employees, contractors or agents).

Checking your Card balance and transaction history

9. You acknowledge and agree that we do not provide you with paper statements. Card transaction activity and balance information can be found by accessing the Cherry Hub app or your Digital Wallet.
10. You are responsible for checking your transaction history, knowing the available balance and date of expiry for the Card, all of which will be available to you on your Device by accessing the Cherry Hub app.
11. You are responsible for ensuring the availability of sufficient funds for all transactions. The Card cannot be used to make transactions that exceed the available balance. For such a transaction you need to pay the difference by another method if the merchant agrees.
12. In the event the available amount on the Card is less than the purchase amount, some merchants may not allow the Cardholder to combine multiple payment types (such as cash or another payment card) to complete the transaction.

Validity and Card Expiry

13. The Card is valid until the expiry date shown within the Cherry Hub app or your Digital Wallet and cannot be used after expiry. After its expiry, or cancellation for non-activation, any balance will be forfeited to Cherry Hub, and the Card will be declined when presented for use. We will not give you any notice before this happens.
14. To check expiry date, go to the Cherry Hub App or check your Digital Wallet.

Your Card, your responsibility

15. The Card is like cash. To the extent permitted by law, we have no obligation to replace or refund value for misused, lost, stolen or damaged Cards except where we have breached any condition or warranty implied under consumer protection legislation that cannot be excluded in these Terms and Conditions (for example, warranties as to the exercise of due care and skill in providing services and as to fitness for purpose of materials we provide). You should not interpret anything in these Terms and Conditions as excluding, restricting or modifying any guarantee, condition or warranty which is implied by the Australian Consumer Law. Where we are liable for a breach of these Terms and Conditions, then our liability is limited to:
 - a. the supplying of the services again; or
 - b. the payment of the cost of having the services supplied again.
16. You are responsible for all transactions on the Card, except to the extent there has been fraud, negligence or wilful misconduct by us (including by our officers, employees, contractors or agents). If you notice any error relating to the Card, you should notify Cherry Hub immediately at support@cherryhub.com.au for further assistance.
17. Except to the extent required by law, we are not liable for any loss or damage arising out of or in any way related to the use of the Cards, including:
 - a. if authorisation is declined for any transaction, except where the authorisation has been declined because of fraud, negligence or wilful misconduct on our part (including that of our officers, employees, contractors or agents);

- b. if you permit someone else to use the Card, you will be responsible for any transactions initiated by that person with the Card;
 - c. if you have other cards stored on your Device for payment and you inadvertently use the Card when using your Device as a payment method;
 - d. for the use, functionality or availability of a Device;
 - e. the availability of merchants who allow the use of the Device and Card as payment;
 - f. reduced levels of service caused by the failure of third-party communications and network providers; or
 - g. if your Device security measures are compromised, you allow others access to your Device or to otherwise circumvent the security measures of your Device.
18. Unauthorised transactions can happen using the Card if the Device it is lost or stolen, a personal identification number ("PIN") is revealed to any other person, or because of fraud.
19. We may delay, suspend, block or terminate the processing of any transaction, without incurring any liability if we suspect the transaction:
- a. involves in any way illicit proceeds, illicit conduct or relates to an unlawful purpose;
 - b. may be in breach of any laws and regulations in Australia or any other country.
20. We may restrict, suspend or stop the use of the Card and/or end this agreement with at least 14 days' notice to you. However, we may cancel or suspend your use of the Card and/or end this agreement immediately and without prior notice if:
- a. we have reason to suspect the Card has been or is likely to be used for an unlawful purpose;
 - b. we reasonably suspect any illegal use of the Card, such as fraud or criminal activity;
 - c. you have breached these Terms and Conditions and we reasonably consider that this is likely to have a material impact on your ability to meet the obligations of these Terms and Conditions);
 - d. you provide inaccurate, incomplete, false or deceptive information when you acquired the Card or when using the Card.
21. Where these Terms and Conditions permit us to suspend a transaction or your use of the Card for any reason, we will investigate the grounds for the suspension as soon as reasonably practicable. Where we are reasonably satisfied that there is no ground to continue the suspension, it will be released as soon as practicable.

Errors and complaints

22. If we discover an error in the amount of funds loaded, received or used for any reason, we are authorised to rectify the error without further notice to you, including but not limited to debiting the equal amount of funds found in error from your Cards available balance.
23. If you have a query about the Card, you should initially contact Cherry Hub by emailing support@cherryhub.com.au during business hours.
24. If you have a complaint relating to the Card, please contact EML at any of the following:

Phone: 1300 739 889 from 8am – 5pm Monday to Friday (Sydney time)

Email: support@emlpayments.com.au.

Fees and Charges

25. We do not charge any fees for using the Card except for those stated in the table below. However, to the extent permitted by law, some merchants may charge you for using the Card and such fees may be deducted from the balance of your Card at the time of the transaction.
26. A 2.99% foreign exchange conversion fee applies to transactions in any currency other than Australian dollars and is calculated on the Australian dollar transaction amount. This will be included in the total transaction amount debited to the Card.

Refunds and exchanges

27. Any refunds on Card transactions are subject to the policy of the specific merchant. Refunds may be in the form of a credit to the Card, cash refund or in-store credit. If the Card expires or is revoked before you have spent any funds resulting from a refund then you will have no access to those funds.
28. You cannot “stop payment” on any transaction after it has been completed. If you have a problem with a purchase made with the Card, or a dispute with a merchant, you must deal directly with the merchant involved. If you cannot resolve the dispute with the merchant, you can contact Cherry Hub.

Privacy

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

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

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

Changes to these Conditions of Use

30. We reserve the right to change these Terms and Conditions at any time. Except where we are required by a law to do so, or the change is materially adverse to you, you will not receive advance notice of such changes. If the change is materially adverse to you, we will notify you at least 14 days before the effective date of the change. However, if the change is made for one or more of the following reasons we can implement such change without prior notice:
 - a. to comply with any change or anticipated change in any relevant law, code of practice, or guidance;
 - b. to reflect any decision of a court, ombudsman or regulator; or
 - c. for security reasons where reasonably necessary to address security concerns or vulnerabilities.
31. If you do not accept the updated Terms and Conditions, you should cease using the services.
32. Any changes to the Terms and Conditions can be viewed at <https://cherryhub.com.au/cherrypay/gift>.