

## Part 1: Edge Mobile Pay Platform Terms of Use

**Mobile Pay** means the Mobile Pay digital application and the website [www.edgemobilepay.com](http://www.edgemobilepay.com) operated by Edge Loyalty Systems Pty Ltd ABN 96 138 299 288 (**Edge**).

1. By accessing, viewing, relying on or otherwise using Mobile Pay you accept:
  - (a) these Mobile Pay Platform Terms of Use (**Mobile Pay terms**); and
  - (b) the Edge Prepaid Mastercard® Terms and Conditions set out in Part 2 below (**Card T&Cs**),

and agree to be bound by them and by any other notice contained on Mobile Pay (as amended from time to time).

2. If you decline to accept these Mobile Pay Terms, you will not be entitled to use Mobile Pay or a Card. You acknowledge and accept these Mobile Pay Terms (as varied from time to time) each time you or any other person uses or accesses Mobile Pay, regardless of how Mobile Pay is accessed or whether such access is authorised.
3. Edge reserves the right to restrict, suspend or terminate without notice your access to Mobile Pay, any content, or any feature of Mobile Pay at any time without notice and Edge will not be responsible for any loss, cost, damage or liability that may arise as a result.

### Other definitions

4. In these Mobile Pay terms and the Card T&Cs:
  - (a) **Card** means an Edge Prepaid Mastercard® 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 Edge.
  - (b) **Device** means an eligible mobile phone or wearable device supported by Apple Pay, Google Pay or Samsung Pay, which allows you to store a Card to the Device

### Intellectual Property

5. Mobile Pay and its contents are protected by copyright. Other than as allowed under the Copyright Act 1968 (Cth), you must not reproduce or transmit any part of it without Edge's prior written consent.
6. Mobile Pay contains registered trade marks and other trade marks that are protected by law. Except as expressly authorised by us in writing, the use of any of these trade marks is strictly prohibited.
7. Use of Edge's name or brands, or any of its names and logos (other than in connection with the use of Cards), is strictly prohibited without our written prior consent.
8. Mobile Pay is made available solely for personal, non-commercial use. Any other use, including the reproduction, modification, distribution, republication, display or communication, of any Mobile Pay content is strictly prohibited.

### Promotions and competitions

9. For certain campaigns, promotions or contests, additional terms and conditions may apply. If you want to participate in such a campaign, promotion or contest, you need to agree to the relevant terms and conditions applicable to that campaign, promotion or contest.

### **Limits of Liability**

10. To the maximum extent permitted by law, including the Australian Consumer Law, Edge makes no warranties or representations about Mobile Pay or the content on Mobile Pay, including but not limited to warranties or representations that they will be complete, accurate or up-to-date or that access will be uninterrupted, error-free or free from viruses. Except to the extent required by law, including the Australian Consumer Law, Edge will not be liable for any losses, damages, liabilities, claims or expenses (including legal costs and defence or settlement costs) whatsoever, whether in contract, tort (including negligence), statute or otherwise, arising out of, or in any way related to, the use of Cards and Mobile Pay. This limitation applies to all direct, indirect, consequential, special, punitive or other losses, damages, liabilities, claims or expenses you or others may suffer, including for loss of profits, business interruption or loss or corruption of data or information.
11. Edge will not be liable: (a) if authorisation is declined for any transaction; (b) 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; (c) for the use, functionality or availability of a Device; (d) for the availability of merchants who allow the use of the Device and Card as payment; (e) for reduced levels of service caused by the failure of third party communications and network providers (except to the extent deemed liable under the ePayments Code); or (f) if your Device security measures are compromised, you allow others access to your Device or otherwise circumvent the security measures of your Device.
12. Edge's liability for a breach of a condition or warranty which is implied by law and cannot be excluded is limited to either, at Edge's option, the resupply of the goods or services or the payment of the cost of having the goods or services supplied again.

### **Applicable Law**

13. Mobile Pay is provided for use by Australian residents only. By using Mobile Pay you confirm that you permanently reside in Australia. Your use of Mobile Pay is governed by, construed and enforced in accordance with the laws of Victoria, Australia. Disputes arising from your use of Mobile Pay are exclusively subject to the jurisdiction of the courts of Victoria, Australia.

### **Privacy**

14. Edge's Privacy Policy located at [www.edgepri.com/en/privacy-policy/](http://www.edgepri.com/en/privacy-policy/) sets out how your personal information is handled and used.

### **Changes to these Terms of Use**

15. Edge reserves the right to change these Mobile Pay Terms at any time. The current Mobile Pay Terms can be viewed at [www.edgemobilepay.com/terms-and-conditions](http://www.edgemobilepay.com/terms-and-conditions)

### **Alternative Rewards**

16. If you do not possess a Device that allows you to make payments using a Card, Edge shall on request provide an alternative reward of an equivalent monetary value. The type of alternative reward provided shall be at Edge's discretion.

## **Part 2: Edge Prepaid Mastercard® Terms and Conditions**

In these Card T&Cs **We, us or our** means Edge and EML; and **you** means the Card purchaser or user.

### **Accepting the Card and agreeing to these Card T&Cs**

1. By allowing the addition of the Card into your Device, you agree to be bound by these Card T&Cs.

### **How and where you can use the Card**

2. The Card is a Mastercard® prepaid card 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).
3. The Card is not a credit card and nor is it linked to a deposit account.
4. The Card is not reloadable. 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.

### **Validity and expiry of the Card**

5. The Card is valid until the expiry date shown on the front of the Card and cannot be used after expiry. At expiry, the remaining available balance will be forfeited. We will not give you any notice before this happens.

### **Limitations on use of the Card**

6. The Card cannot be 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).

### **Fees**

7. We do not charge any fees for using the Card. 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.
8. 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.

### **Your Card, your responsibility**

9. You are responsible for all transactions on the Card. If you notice any error relating to the Card, you should notify Edge's Customer Support immediately by telephone or email.
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.
11. 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 an act or omission on our part;
  - b) 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;
  - c) for the use, functionality or availability of a Device;
  - d) the availability of merchants who allow the use of the Device and Card as payment;
  - e) reduced levels of service caused by the failure of third party communications and network providers (except to the extent deemed liable under the ePayments Code); or
  - f) if your Device security measures are compromised, you allow others access to your Device or to otherwise circumvent the security measures of your Device.
12. Our liability for breach of a condition or warranty implied by law and which cannot be excluded is limited to either the resupply of the services or the payment of the cost of having the services supplied again.

#### **Errors and complaints**

13. 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 have a problem with your Card, please contact Edge's Customer Support.
14. We may restrict or stop the use of the Card if suspicious activities are noticed.

#### **Refunds or exchanges**

15. 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 (whether or not the original transaction being refunded was made using the Card) then you will have no access to those funds.

#### **Privacy**

16. Your personal information is being collected by EML to issue and operate your Card and process transactions. EML's privacy policy can be viewed at [www.emlpayments.com/privacy](http://www.emlpayments.com/privacy) Your personal information is also being collected by Edge for these purposes, to provide customer service and for the purposes set out in Edge's privacy policy at [www.edgepri.com/en/privacy-policy](http://www.edgepri.com/en/privacy-policy)
17. Your personal information may be disclosed to third parties when required by law and where necessary or related to the delivery of the Card services by EML or Edge (for example to IT suppliers, communication suppliers and business partners). You may contact Edge's privacy officer at [privacy@bhnetwork.com](mailto:privacy@bhnetwork.com)

### **Changes to these Card T&Cs**

18. We reserve the right to change these Card T&Cs at any time. The current Card T&Cs can be viewed at [www.edgemobilepay.com/terms-and-conditions](http://www.edgemobilepay.com/terms-and-conditions)

### **Edge Customer Service Contact Details**

19. Edge can be contacted on the details below:

Phone: 1300 662 729 Monday to Friday 9am – 5pm (Melbourne time)

Email: [info@edgemobilepay.com](mailto:info@edgemobilepay.com)

Mail: Edge Loyalty Systems Pty Ltd

Suite 17.02, Level 17, 101 Miller Street, North Sydney, New South Wales 2060