

# 1. Understanding these Terms and Conditions:

By purchasing the Multi-currency Cash Passport (the "Card") you agree to comply with these Terms and Conditions. This is a copy of your agreement for you to keep. A further copy is available on request.

## 1.1 In these Terms and Conditions:

**Activate and Activation** refers to the activation of the Card to enable you to use the Card or Secondary Card.

**AED\$** means the lawful currency of the United Arab Emirates.

**ATM** means an automated teller machine.

**AUD\$** means the lawful currency of Australia.

**Bank Transfer Load** means loading funds onto the Card post Activation using the bank and Branch number details set out in the Loading Section 5 of the PDS.

**Bill Payment** means the process by which you can add additional funds to the Card Fund via your bank's telephone or internet banking facility.

**Bill Payment Reload** means loading additional funds onto the Card post sale through the Bill Payment service.

**CAD\$** means the lawful currency of Canada.

**Card** means the "Multi-currency Cash Passport™ Prepaid Mastercard® Currency Card" with ATM access and POS functionality. References to the Card include (where consistent with the context) any Secondary Card.

**Card Fund** means the aggregate of all Currency records maintained by the Issuer (or by service providers on the Issuer's behalf) of the funds loaded onto your Card, in each Currency and available for transactions using the Card in that Currency.

**Card Services** means any services provided by us (or by service providers on the Issuer's or Mastercard Prepaid Management Services' behalf) in connection with the Card or Secondary Card. It includes Mastercard Prepaid Management Services' interactive voice response system (available in English) and call centre accessible using the Security Details, available 24 hours a day on the telephone number or numbers provided from time-to-time.

**Cash Out** means the process whereby EML will pay into your nominated NZD bank account in New Zealand the positive credit balance of your Multi-currency Cash Passport (less any fees and charges).

**Cash Passport Platinum** means the Cash Passport Platinum issued by EML.

**Currency** means any currency available to be loaded onto your Multi-currency Cash Passport facility as notified by us from time to time.

**Debit Card Load** means reloading the Card online via [www.cashpassport.co.nz](http://www.cashpassport.co.nz) by making payment using a debit card that meets the criteria set out in the online ordering terms and conditions which are available at [www.cashpassport.co.nz](http://www.cashpassport.co.nz). You cannot currently load your card for the first time using Debit Card Load, and we will let you know if this functionality becomes available in the future.

**Distribution Outlet** means any branch of an organisation which participates in the Multi-currency Cash Passport Card programme from time to time by distributing Cards or accepting loads/reloads.

**EML** means EML Payment Solutions Limited (company number 8079483), which is the issuer of the Card.

**EUR€** means the lawful currency of Eurozone.

**Fees and Limits Tables** means the fees and limits tables set out in Section 5 of the PDS.

**GBPE** means the lawful currency of Great Britain.

**Global Emergency Assistance** means those services set out in clause 13 of these Terms and Conditions.

**HKD\$** means the lawful currency of Hong Kong.

**Issuer** means EML Payment Solutions Limited (company number 8079483).

**JPY¥** means the lawful currency of Japan.

**Mastercard Identity Check** means the fraud protection program which may be used to confirm your identity when completing an online purchase and which may require you to provide additional information such as an SMS password sent to your mobile phone number, personal or Card information, before the transaction is authorised.

**Mastercard Prepaid Management Services** means Mastercard Prepaid Management Services (NZ) Limited (company number 3261147, FSP70104)

**My Account** means the account features on the internet site at [www.cashpassport.co.nz](http://www.cashpassport.co.nz) where you can access information about your Multi-currency Cash Passport by logging in using the security details (or any other internet site we notify you of from time to time).

**NZD\$** means the lawful currency of New Zealand.

**Online** means electronic loading and reloading methods for Cards and includes, but is not limited to Bank Transfer Load, Debit Card Load and Bill Payment. We may make other forms of loading and reloading available from time-to-time and these methods will be published at [www.cashpassport.co.nz](http://www.cashpassport.co.nz).

**PDS** means the Multi-currency Cash Passport Product Disclosure Statement.

**Personal Information** is the information that the Issuer and Mastercard Prepaid Management Services and their respective agents collect from you, including any correspondence, emails, telephone calls, internet communications and transactional information, in connection with the Card.

**PIN** means the personal identification number used to access the Card Services.

**POS** means point of sale.

**Secondary Card** means an additional (or any replacement) which accesses your Multi-currency Cash Passport.

**Security Details** means the information given by you when applying for the Card (or for a Secondary Card) or during Activation, for the purposes of verifying your identity, or any changes made to this information.

**SGD\$** means the lawful currency of Singapore.

**SMS** means the Short Messaging Service provided by your mobile phone service provider.

**Terms and Conditions** means the terms and conditions that govern your use of your Card (which may be altered by EML from time to time) which were supplied to you along with the PDS, and are also available at [www.cashpassport.co.nz](http://www.cashpassport.co.nz).

**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.

**USD\$** means the lawful currency of United States of America.

**we, us, our** means the Issuer and, except where the context indicates a different intention, also includes any agent acting on behalf of the Issuer.

**you, your** means the purchaser of the Card.

1.2 All amounts of money specified in these Terms and Conditions are in New Zealand dollars (unless otherwise specified).

1.3 References to days, times or periods of time in these Terms and Conditions are reckoned according to New Zealand Standard Time.

## 2. Introduction

2.1 These Terms and Conditions govern the use of the Card and any Secondary Card.

2.2 You agree to these Terms and Conditions by purchasing a Card.

2.3 By law we are required to verify your identity before providing relevant services and products to you. You must satisfactorily meet our customer identification process and policies. If you are not able to verify your identity (including but not limited to your full name, residential address and date of birth) to our satisfaction, as exercised at our sole discretion, we may refuse to accept your application and/or provide you with a Card.

## 3. Issuing of Cards

3.1 The Currencies available in respect of the Card may vary from time to time. Before you make a decision to acquire the Card, please check with EML or [www.cashpassport.co.nz](http://www.cashpassport.co.nz) for details of the available Currencies. If we introduce a new Currency and you choose to allocate funds to that new Currency, you will be deemed to have acknowledged and agreed that, unless otherwise notified to you, these Terms and Conditions apply to such new Currency.

3.2 Subject to clause 5.8, you are responsible for determining the amount held for each Currency and for ensuring you have sufficient funds for all transactions in the relevant Currency. Subject to certain limits and subject to a fee (refer to the Fees and Limits Tables), you may allocate your funds across different Currencies via [www.cashpassport.co.nz](http://www.cashpassport.co.nz) and/or by such additional methods as we may make available to you from time to time. If you experience any difficulties in allocating amounts via [www.cashpassport.co.nz](http://www.cashpassport.co.nz) then you may be able to allocate amounts via a Distribution Outlet or by telephone through Card Services.

3.3 You should memorise the PIN to prevent unauthorised use of the Card. You must also follow the rules on Card security (See clause 14 below).

3.4 The Card (and any Secondary Card) is the Issuer's property. The Issuer may suspend use of the Card (and any Secondary Card) and/or ask that you return the Card (and any Secondary Card) if the Issuer believes there is a good reason to do so (See clause 18.2 below). You must ensure that the Card (and any Secondary Card) is promptly returned to the Issuer if it asks you to do so.

3.5 The Card is not a credit card and, subject to the Card Fund becoming overdrawn, all use is limited to the amount pre-loaded and standing to the credit of the Card Fund and any other limits referred to in these Terms and Conditions.

3.6 There is no interest payable to you on the credit balance of the Card Fund.

3.7 Amounts can be added to the Card Fund only as specifically provided in these Terms and Conditions.

3.8 The issuance of a Card is subject to you satisfying the relevant application criteria, as determined by us from time to time in order to meet customer identification and customer due diligence requirements set by law, including by providing us with sufficient information and proof in relation to your identity.

3.9 In certain circumstances we may also ask you to provide us with additional details, including but not limited to your source of funds. We may ask you to provide additional information in relation to your identity and/or source of funds at any time during the life of this Agreement.

3.10 We reserve the right to refuse an application at our sole discretion on any lawful grounds, including but not limited to where we are unable to satisfy ourselves as to your identity or where your profile is inconsistent with our customer profile for the Card.

3.11 You must provide all information to us which we reasonably require in order to manage anti-money laundering or counter-financing of terrorism and economic and trade sanctions risks or to comply with any laws or regulations in New Zealand or any other country.

## 4. Activation and Expiry

4.1 The Card and any Secondary Card is activated and ready to use within four (4) business hours of purchase unless such other period is notified by the Distribution Outlet at the time of purchase.

4.2 The expiry date of the Card is printed on the front of the Card.

4.3 Your Card continues until you ask us to close it and to pay the balance (less any fees) to you, or if the balance on your Multi-currency Cash Passport is nil and your Card has expired. After the expiry date, you will not be able to use your Card to access money loaded onto your Card other than by requesting a Cash Out less any applicable fees (refer to Fees and Limits Tables and see clause 11 below).

## 5. Use of the Card

5.1 The Card (and any Secondary Card) may, subject to any applicable fee, be used to withdraw cash from an ATM displaying the Mastercard acceptance mark and / or to pay for goods and services at merchants, including online, who accept Mastercard cards electronically. Although the Mastercard acceptance mark may be displayed, in some countries or merchants the Card may not operate due to restrictions imposed by Mastercard. Details of the countries or merchants in which the Card will not operate are available on the website. Please note that the Card is for electronic use only and cannot be used for manual or offline transactions. In addition, the Card must not be used for any unlawful activity. You agree to never give your Card, Secondary Card or PIN to another person.

5.2 You may also be able to obtain cash over the counter through a financial institution, such as banks or bureaux de change, subject to a fee. Please see the Fees and Limits Tables for details.

5.3 When a Card is used to purchase fuel at an automated fuel pump the Card Fund must have a minimum credit of NZD\$125 (or foreign currency equivalent). In addition, to make a telephone call there must be a minimum credit of NZD\$20 (or foreign currency equivalent). When these minimum credit amounts apply, any unused balance may be temporarily unavailable.

5.4 When a Card is used at bars or restaurants an additional percentage (usually, but not necessarily, 20%) may be automatically added as an anticipated service charge or tip and debited to the Card Fund. If your actual service charge or tip is less, any unused balance may be temporarily unavailable.

5.5 Certain businesses may not accept the Card as a means of pre-authorising expenditure. If the Card is used for this purpose, some businesses (such as hotels, cruise lines and car rental companies) may pre-authorise the estimated amount of the final bill and this amount will temporarily be unavailable. Only the actual amount of the final bill will be deducted from the Card Fund.

5.6 When a Card is used to purchase goods for delivery by mail or online an additional 10% may be automatically added as an anticipated delivery charge. If the actual delivery charge is less, any unused difference may be temporarily unavailable.

5.7 Subject to the application of clauses 5.8 and 10.4, the applicable Currency balance (and therefore the total Card Fund) will be debited with the amount of each cash withdrawal or transaction and any fee and these debits will reduce the balance of the applicable Currency (and therefore the total Card Fund). Each transaction will require authorisation or validation before completion.

5.8 If there are insufficient funds in a particular Currency to pay for a transaction, the balance of the transaction will be automatically processed using other Currencies in the following order of priority: NZD\$, AUD\$, EUR€, USD\$, GBPE, JPY¥, CAD\$, HKD\$, SGD\$ and AED. In this case a Currency conversion fee will apply each time a Currency used to fund all or part of the transaction is different to the transaction currency (see Fees and Limits Tables). If following the use of the available balances of all Currencies there are still insufficient funds to pay for a transaction, the Card may be declined or the retailer may allow you to pay the balance by some other means. If we add any new currencies to the Currencies available to you in connection with the Card, then we will notify you of the new order of priority for the purposes of this clause 5.8 either directly or through 'My Account' and/or [www.cashpassport.co.nz](http://www.cashpassport.co.nz).

5.9 You agree to accept a credit to your Card in the applicable Currency (or where the transaction was not in an available Currency, in NZD\$) if you are entitled to a refund or other credit for any reason for goods or services purchased using the Card.

5.10 A transaction or payment cannot be stopped once you authorise the use of the Card (or Secondary Card).

5.11 The ATMs and point of sale terminals are not owned or operated by the Issuer or Mastercard Prepaid Management Services and the Issuer and Mastercard Prepaid Management Services are not responsible for ensuring that they will accept the Card.

5.12 You must comply with all laws and regulations (including any foreign exchange controls) in respect of the Card in the country of purchase and/ or use. We may suspend your Card or end this agreement if you attempt to use the Card in violation of, or your use of the Card is restricted under, such laws and regulations. We may block the use of the Card in certain countries where required by law or where subject to any applicable sanctions.

5.13 Where required by relevant law you acknowledge that we may be required to block access to the Card and/or Card Fund and immediately refuse to process or complete any transaction or suspend or terminate our arrangements with you. You agree that under these circumstances we are under no liability to you.

5.14 You agree that we may delay, block or refuse to process any transaction without incurring any liability if we suspect that the transaction:

(a) may breach any laws or regulations in New Zealand or in any other country;

(b) involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions imposed by the United States Office of Foreign Assets Control, United Nations, the European Union or any country; or

(c) may directly or indirectly involve the proceeds of, or be applied for the purposes of, any unlawful conduct.

## 6. Card Limits

6.1 Most ATM operators limit the minimum and maximum amounts that can be obtained in a single transaction. These amounts may also be limited (in some countries) by regulatory controls.

6.2 Other limits are also applicable to the use of the Card (and any Secondary Card), as set out in the Fees and Limits Tables.

## 7. Secondary Cards

7.1 One Secondary Card will be provided to you free of charge at the time you purchase the Card.

7.2 The Secondary Card is used in the same way as the main Card but cannot be used to load/reload amounts to the Card Fund.

7.3 You can de-activate a Secondary Card at any time by contacting Mastercard Prepaid Management Services via the numbers on the back of your Card or set out elsewhere in this document or as set out at [www.cashpassport.co.nz](http://www.cashpassport.co.nz)

7.4 You will be responsible for any transactions made with any Secondary Card and for ensuring that a Secondary Card is used in accordance with these Terms and Conditions.

7.5 The Secondary Card is provided to you for your use as a back up in the event the Card is lost or unable to be used. The Secondary Card is for your use only and it and its security PIN should not be provided to anyone else.

## 8. Card Fund

8.1 (a) Except as otherwise set out in these Terms and Conditions, any liability we have to you is equal to the balance on the Card at any given time and is in the currency of the funds loaded onto the Card. Card loads or reloads will only be credited to the Card Fund, once we, or our agent, have received cleared funds from you. Your Card Fund will be debited and will decrease as a result of transactions and any applicable fees, as set out in these Terms and Conditions, as soon as we authorise the relevant transaction. Where a fee applies, that fee will be deducted from the balance on your Card at the relevant time and your Card balance will decrease accordingly. Please see clause 11 for an explanation of how to redeem any unspent balance on your Card.

(b) Until the expiry of the Card you can add additional funds to each Currency through a Distribution Outlet (who will advise you of the acceptable methods of payment), through Bank Transfer Load, Debit Card Load and Bill Payment using a New Zealand bank account, or through other methods made available from time-to-time which are set out at [www.cashpassport.co.nz](http://www.cashpassport.co.nz), subject to certain limits and subject to a fee (refer to the Fees and Limits Tables).

There may be a delay (usually no more than **two (2) business days** if the payment is made before 2pm on a business day New Zealand Standard Time) before funds added to the Card Fund via Online Reload methods are available for use. Bank Transfer Load and Bill Payment Reloads will be allocated to your current default reload Currency. The default reload Currency will initially be NZD\$, however you can change your default Bank Transfer Load and Bill Payment Reload Currency online via [www.cashpassport.co.nz](http://www.cashpassport.co.nz).

Debit Card Loads can only be made using a Mastercard debit card or Visa debit card held in your name. We may, with or without notice and without incurring any liability to you suspend or decline a Debit Card Load transaction in order to comply with any laws or regulations in New Zealand or any other country (including to manage anti-money laundering or counter-terrorism financing risks). Funds loaded using Debit Card Load will be available for use instantly.

Please note that you can only have one default reload Currency at a time. If you send a Bank Transfer Load or Bill Payment Reload and then change your default reload Currency before we receive and process your Bank Transfer Load or Bill Payment, we will apply your reload to the Currency that is set as your default reload Currency at the time we process your reload. Please note that Bank Transfer Load, Debit Card Load and Bill Payment Reloads to these Cards may not be available via all banks and you should check with your telephone/internet banking provider to ensure that they allow Bank Transfer Load, Debit Card Load and Bill Payments to Cards.

Via 'My Account' you are able to:

- (a) change some of your personal details;
- (b) allocate your funds across different Currencies;
- (c) check the balances; and
- (d) check your Card transactions.

8.2 As best as you can, memorise your PIN. This is very important as you cannot change the PIN issued with your Cards. For security purposes, you should not keep your PIN written anywhere near your Cards. If you forget your PIN, you can obtain a PIN reminder by calling Mastercard Prepaid Management Services and answering the security questions you supplied on your application or by going to 'My Account' and following the prompts at [www.cashpassport.co.nz](http://www.cashpassport.co.nz) at any time.

8.3 You may also be able to make a balance enquiry at some ATMs although availability is dependent on the country and the ATM used. There may be a fee payable (to the ATM operator) for balance enquiries.

8.4 If an ATM displays a balance for the Card Fund, then this may be displayed in NZD\$ or in a different currency, in which case the exchange rate applied may be different to ours and minor discrepancies can arise. An ATM will not display a balance for each Currency. An accurate balance for each Currency can be obtained through 'My Account' at [www.cashpassport.co.nz](http://www.cashpassport.co.nz).

8.5 Information sent over the internet may not be completely secure and the internet and the online systems are not controlled or owned by the Issuer or Mastercard Prepaid Management Services so neither the Issuer nor Mastercard Prepaid Management Services can guarantee that they will function at all times and the Issuer and Mastercard Prepaid Management Services accept no liability for unavailability or interruption or for the interception or loss of Personal Information or other data.

8.6 The Card Fund can only be used if it is in credit. If a particular Currency becomes overdrawn, and a negative balance arises, following any transaction authorised by you, the resulting debit balance immediately becomes a debt payable by you to the Issuer and we retain the right to recover this debt by deducting funds held in another Currency. When we convert the negative balance into the relevant Currency we will use the same rate that we use for Currency to Currency allocations on the given day we process the transaction. If following any such deduction a negative balance remains, the resulting debit balance immediately becomes a debt payable by you to the Issuer. If the Card Fund does become overdrawn, every attempt should be made, by you to stop subsequent transactions.

8.7 If we notice an error in the Card Fund that is our fault we will correct it within five (5) business days of becoming aware of the error.

8.8 If you notice any error in any transaction in the Card Fund then you must notify Mastercard Prepaid Management Services immediately and in any event within thirty (30) business days of the transaction in question. Mastercard Prepaid Management Services or the Issuer may request you to provide additional written information concerning any error and you must comply with that request.

8.9 Provided that you have complied with all reasonable requests for information we will correct the error if it is our or any of our service providers' fault. If we decide it is not our fault we will notify you in writing or by email as soon as this decision is made. Where we are required to do so, we normally re-credit the Card Fund within ten (10) business days, although there may be a delay while investigations are completed.

8.10 Where we make the domestic and international card to card feature available, you can transfer funds to another person's Multi-currency Cash Passport or Cash Passport Platinum by following the instructions via My Account. The Domestic card to card feature will allow a New Zealand issued Multi-currency Cash Passport holder ("sender") to transfer funds from any currency supported on the sender's Multi-currency Cash Passport to any currency supported on another person's New Zealand issued Multi-currency Cash Passport or Cash Passport Platinum. The International card to card feature will allow a New Zealand issued Multi-currency Cash Passport holder to transfer funds from any currency supported on the sender's Multi-currency Cash Passport to another person's Australian issued Multi-currency Cash Passport or Cash Passport Platinum (or any other overseas issued Cash Passport if we make this available and notify you). Currently it is only possible to transfer funds to the same currency, but in the future it may become possible to transfer funds to any supported currency using international card to card. If this functionality is introduced, you will be notified via "My Account" at [www.cashpassport.co.nz](http://www.cashpassport.co.nz). The International card to card feature will also allow New Zealand Multi-currency Cash Passport holders to receive funds from Australian issued Multi-currency Cash Passport or Cash Passport Platinum holders (or any other overseas issued Cash Passport if we make this available and notify you). You may only transfer funds to another person's Multi-currency Cash Passport or Cash Passport Platinum if that person has an activated and valid Multi-currency Cash Passport or Cash Passport Platinum. You agree that you may also receive funds from another person's Multi-currency Cash Passport or Cash Passport Platinum. Domestic and international card to card are subject to the fees and limits specified in the PDS. We are not liable for any mistakes or incorrect information provided by you.

## 9. Fees

9.1 You agree to pay and authorise us to debit the Card Fund for the fees set out in the Fees and Limits Tables. These fees may be debited from the Card Fund as soon as they are incurred. Unless otherwise specified, all fees will be debited in NZD\$ Currency. If there are insufficient funds in NZD\$ Currency to pay such fees, then we will automatically deduct funds from other Currencies in the following order of priority: NZD\$, AUD\$, EUY€, USD\$, GBPE, JPY¥, CAD\$, HKD\$, SGD\$ and AED. Any such deduction of funds may be subject to a Currency conversion fee (refer to the Fees and Limits Tables). If we make additional currencies available to you in connection with the Card, then we will notify you of the new order of priority for the purposes of this clause 9.1 either directly or through 'My Account' and/or [www.cashpassport.co.nz](http://www.cashpassport.co.nz).

9.2 Certain merchants may charge an additional fee if the Card is used to purchase goods and/or services. The fee is determined and charged by the merchant and is not retained by us.

9.3 If there is no credit balance on the Card Fund following the debit of any monthly inactivity fee (refer to the Fees and Limits Tables), and the Card has expired, we will automatically close the Card Fund. In

these circumstances, if the credit balance on the Card Fund before the debit of the monthly inactivity fee is less than the fee, we will waive the difference.

9.4 The Card is intended to be used as a travel money card and not to make withdrawals from ATMs in New Zealand.

## 10. Foreign Currency Transactions

10.1 There are nine (9) instances where a foreign exchange rate will apply:

- i) Initial load or in-branch reload where you allocate funds in a foreign Currency (i.e. in a currency other than NZD\$);
- ii) Bank Transfer Load and Bill Payment Reloads when your default reload Currency is not NZD\$;
- iii) Debit Card Load or Reload when your default Currency is not NZD\$;
- iv) Online reloads where you allocate funds in a foreign Currency (i.e. in a currency other than NZD\$);
- v) POS transactions where the transaction is in a currency that is not one of the Currencies available on the Card (including any transaction where we deduct funds under clause 5.8 above due to insufficient funds);
- vi) ATM withdrawals where the local currency is not one of the Currencies available on the Card, or where there is an insufficient available balance in the relevant Currency;
- vii) Where you allocate funds from one Currency to a different Currency on your Multi-currency Cash Passport or from one Currency on your Multi-currency Cash Passport to a different Currency on another person's Multi-currency Cash Passport or Cash Passport Platinum;
- viii) Where we allocate funds from one Currency to a different Currency in accordance with these Terms and Conditions; and
- ix) Where you close a Card, or request repayment of the balance of a Card under clause 11.2 below, that has funds in a foreign Currency (i.e. in a currency other than NZD\$).

The method for calculating the foreign exchange rate for each scenario is as set out below.

10.2 The foreign exchange rate used for initial loads and in-branch reloads varies by Distribution Outlet. You can ask the Distribution Outlet for the exchange rate beforehand. Foreign exchange rates are subject to variation and the rate that applies one day will not necessarily be the same on any other day.

10.3 The foreign exchange rates used for Bank Transfer Load, Debit Card Load and Bill Payment Reloads is set and determined by Mastercard Prepaid Management Services and varies each day.

10.4 If an ATM withdrawal or POS transaction is made in a currency which is different to any of the available Currencies, or exceeds the relevant available Currency balance, on your Card, the amount will be funded by converting the transaction amount into the next available Currency balance on your Card in the following order of priority: NZD\$, AUD\$, EUY€, USD\$, GBPE, JPY¥, CAD\$, HKD\$, SGD\$ and AED. The foreign exchange rate used is the rate of 5.95% which is determined by Mastercard to be the wholesale rate or the government mandated rate in effect on the day the transaction is processed by Mastercard, plus a Currency conversion fee applies (see Fees and Limits Tables).

10.5 The foreign exchange rate used for allocating funds from one

Currency to another Currency on your Multi-currency Cash Passport or from one Currency on your Multi-currency Cash Passport to a different Currency on another person's Multi-currency Cash Passport or Cash Passport Platinum is set and determined by us, varies each day and will be notified to you at the time of the transaction.

10.6 Where you close a Card, or request repayment of the balance of a Card under clause 11.2 below, that has funds in a foreign Currency (i.e. in a currency other than NZD\$), we will convert these funds into NZD\$ Currency. The foreign exchange rate used for this is set and determined by Mastercard Prepaid Management Services and varies each day. If you wish to confirm the foreign exchange rates before you close your Card you can call us on 0800 444 691.

## 11. Redeeming Unspent Funds

11.1 You may be able to redeem and Cash Out any unspent funds on your Card through Distribution Outlets. Payment will be in New Zealand Dollars and the exchange rate may vary by the Distribution Outlet.

11.2 If you request us to Cash Out your Card and redeem any balance on your Card, we will repay the balance no later than one (1) business day after your request, less the Cash Out fee set out in the Fees and Limits Tables, subject always to you providing us with clear and correct banking details. In addition, the credit balance available to you will not include uncancelled pre-authorised or 'held' amounts (see clause 5 above), although these sums will be made available to you once the pre-authorisation has been cancelled or the 'held' amounts released and the relevant amounts re-credited to the Card Fund. If you experience any difficulty closing your Card through the Distribution Outlet, or if the Card has expired, then contact Card Services.

## 12. Closing the Card Fund

12.1 The Card Fund continues until you ask us to close it and redeem your unspent funds in accordance with clause 11, even if the Card has expired or this Agreement has ended in accordance with clause 18. The Card Fund will also be closed and this Agreement will expire in the event your Card Fund balance is nil and your card has expired.

12.2 Once the Card Fund is closed, you must destroy the Card and any Secondary Cards by cutting it (or them) in half diagonally, ensuring the Chip is destroyed, and disposing of it (or them) securely.

## 13. Global Emergency Assistance

13.1 You are entitled to Global Emergency Assistance from Activation until expiry or closure of the Card. Global Emergency Assistance services are provided by Mastercard Prepaid Management Services.

13.2 The Global Emergency Assistance services are available to you, your partner and your children under 18 years of age.

13.3 The Issuer arranges for the Global Emergency Assistance services to be provided and is not the provider. The Issuer does not promise that the Global Emergency Assistance services will:

- (a) always be available;
- (b) be suitable for any purpose; or
- (c) be provided to any particular standard.

13.4 You acknowledge that any changes to, or discontinuance of, the

Global Emergency Assistance services can occur without the Issuer's participation.

13.5 You also acknowledge and agree that:

- (a) the Global Emergency Assistance services are used at your own risk;
- (b) the Issuer is not liable for any liability or loss arising in connection with the use by you of the Global Emergency Assistance services or because of the Global Emergency Assistance services being unavailable or discontinued;
- (c) you cannot make any complaint to the Issuer about the Global Emergency Assistance services; and
- (d) you do not rely on the Global Emergency Assistance services being available, being suitable for any purpose or being provided to any particular standard in deciding to purchase the Card.

## 14. Card Security

14.1 You must make sure that you keep the Card the Secondary Card, the Security Details and any PINs safe and secure by:

- (a) never allowing anyone else to use the Card or anyone else to use the Secondary Card;
- (b) not interfering with any magnetic stripe or integrated circuit on the Card;
- (c) not unnecessarily disclosing the Card or Secondary Card number;
- (d) not writing the PIN on the Card;
- (e) not carrying the PIN with the Card;
- (f) not recording any PIN where it may be accessed by other people;
- (g) not giving the PIN to anyone else (including the police and/or Mastercard Prepaid Management Services personnel or the Distribution Outlet's employees);
- (h) not giving the Secondary Card PIN to any person;
- (i) complying with any instructions we give about keeping the Card, any Secondary Card and any Security Details safe and secure.

14.2 The Card will be disabled if an incorrect PIN is entered three (3) successive times. If the Card is disabled, please contact Mastercard 14 Prepaid Management Services to reactivate the Card. There may be a delay (usually 24 hours) in reactivating a disabled Card.

## 15. Loss, Theft and Misuse of Cards

15.1 If you know or have reason to suspect that the 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 Security Details, you must immediately notify Mastercard Prepaid Management Services by contacting Card Services using the details set out in these Terms and Conditions or at [www.cashpassport.co.nz](http://www.cashpassport.co.nz). We will then suspend the relevant Card and/or Secondary Card to restrict further use.

15.2 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.

15.3 You must assist us and the police in any enquiries and attempts to recover a lost or stolen Card or Secondary Card. 15.4 If any lost Card

or Secondary Card is subsequently found it must not be used unless Mastercard Prepaid Management Services confirms it may be used.

## 16. Liability for Unauthorised Transactions

16.1 You will be liable for all Card transactions which you have authorised. You will also be liable for transactions which you have not authorised (a) if you have acted fraudulently; (b) if you have failed to use the Card in accordance with these Terms and Conditions; (c) if you have failed to notify us in accordance with clause 15.1 on becoming aware of the Card loss, theft, or misuse; (d) if you have failed to take all reasonable steps to keep the Card's security features safe; or (e) if you have failed to notify us in accordance with clause 16.2 on becoming aware of a transaction on your Card that you do not recognise.

16.2 You must notify us of any dispute without undue delay and in any event within thirty (30) days of the relevant transaction.

16.3 Subject to clause 16.1, you will not be liable for any unauthorised Card transactions. Where you are not liable for an unauthorised transaction, we will refund the value of that transaction, including any charged fees and will have no further liability to you for any other losses you may suffer. However, if our investigations conclude that the transaction you have disputed has been authorised by you or on your behalf, we may charge you an investigation administration fee of up to NZD\$100.

16.4 To dispute a transaction(s) on your Card complete the 'Dispute Claim Form'. To obtain the 'Dispute Claim Form' please visit [www.cashpassport.co.nz](http://www.cashpassport.co.nz)

## 17. Replacement Cards

17.1 If the Card is lost, stolen or damaged, you can request a replacement by attending in person at the Distribution Outlet or contacting Card Services. Prior to the issue of a replacement you may be asked to produce proof of identification. Replacement Cards are sent to you at your nominated address by standard post. If you are overseas replacement Cards can be delivered to you, depending on location and availability.

17.2 If you are abroad you may contact Card Services who may arrange for funds to be made available from various world-wide outlets or send funds direct to you in place of a replacement Card.

## 18. Ending of the Agreement

18.1 You may end this Agreement at any time by writing to, or emailing, Mastercard Prepaid Management Services. You may close the Card Fund in accordance with clause 12 above.

18.2 The Issuer may, with or without notice and without incurring any liability to you, ask for the return of the Card, cancel or suspend its use and/or end this Agreement if it has good reason to do so, including but not limited to where:

- (a) the Issuer considers the Card has been or is likely to be misused;
- (b) you breach any of these Terms and Conditions;
- (c) the Issuer suspects any illegal use of the Card; or
- (d) you gave the Issuer, Mastercard Prepaid Management Services or the Distribution Outlet false, inaccurate or incomplete information when you applied for the Card.

18.3 The Issuer may end this Agreement for any other reason, or without assigning a reason, by giving you at least thirty (30) days' notice.

18.4 Even if the Agreement comes to an end in accordance with this clause 18, the Card Fund will continue until you close it in accordance with clause 12.

## 19. Changing the Terms and Conditions

19.1 We may change these Terms and Conditions (including bringing in new fees, changes in the fees or limits and the services we offer) at our discretion by giving you at least twenty (20) days' notice (see clause 22 below for details of how we will communicate with you).

19.2 We will not be in breach of these Terms and Conditions if we take steps in order to enable us to comply with any laws or other legal obligations.

19.3 We will not be in breach of these Terms and Conditions if we take necessary action in order to make a change necessitated by an immediate need to restore or maintain the security or integrity of our systems, the card scheme's systems, the relevant transaction processing systems or the Card Fund.

## 20. Your Personal Information (Important Information about your Privacy)

20.1 By purchasing the Card you consent to the Issuer, Mastercard Prepaid Management Services and the Distribution Outlet collecting, using and disclosing your Personal Information under these Terms and Conditions. If you do not agree to our doing so then we cannot make the Card available to you and you should not purchase the Card.

20.2 You must notify us immediately of any change to your address and other contact details by accessing 'My Account' and typing the relevant changes yourself or by contacting Mastercard Prepaid Management Services. You should also contact Mastercard Prepaid Management Services if you change your name. We will not be responsible if you do not receive any notice or correspondence, or message through Mastercard Identity Check to complete a transaction (resulting in a declined transaction), that has been sent in accordance with the contact details you have provided to us.

20.3 You may be required to provide information to the Issuer, Mastercard Prepaid Management Services or the Distribution Outlet (including proof of identification) when purchasing the Card or adding additional funds to the Card.

20.4 The Issuer will take all reasonable precautions to keep Personal Information secure and protect it under its privacy policy, which is available at [www.employments.com](http://www.employments.com). Mastercard Prepaid Management Services' privacy policy can be obtained by clicking on the "Important Information" link at [www.cashpassport.co.nz](http://www.cashpassport.co.nz).

20.5 Your Personal Information may be disclosed by the Issuer or Mastercard Prepaid Management Services to third parties to facilitate the provision of the Card Services, to monitor compliance with these Terms and Conditions and for data analysis, anti-money laundering, detection of crime, legal compliance and fraud prevention purposes. The Issuer or Mastercard Prepaid Management Services may also disclose Personal Information to collection agencies and lawyers in the event

that we seek to recover any money that you owe to us under these Terms and Conditions. You can elect to not receive further marketing notifications by clicking the "unsubscribe link" in the footer of our email communications you receive.

20.6 In addition, by successfully applying for a Card, you are consenting to Mastercard Prepaid Management Services using your personal information to notify you by email, mail or telephone of our related products, promotions and customer surveys that we may conduct from time-to-time. You can elect to not receive further marketing notifications by clicking the "unsubscribe link" in the footer of our email communications you receive. You also consent to us sending you SMSs from time to time advising you of Card features, information relevant to your Card, or alerts relating to your Card Fund and Card activity (such as low balance alerts). You can elect to not receive further SMSs at any time by sending "STOP" to the number indicated in the SMS (you acknowledge that your mobile phone provider will charge you their standard SMS fee for sending this SMS). For more information on the SMS services provided by us from time-to-time, please visit [www.cashpassport.co.nz](http://www.cashpassport.co.nz).

20.7 Your Personal Information will be processed outside New Zealand but all service providers are required to have adequate safeguards in place to protect your Personal Information.

20.8 Your Personal Information will not be shared or used for any other purpose except as stated above unless we are required or permitted to do so as a result of any laws and regulations, by a court order or by any business or persons to whom we transfer our rights and obligations under the agreement between you and the Issuer which is governed by these Terms and Conditions.

20.9 We will continue to keep such of your Personal Information that is necessary after the expiry of the Card or closure of your Card Fund on the same terms as are set out above.

20.10 You are entitled to ask Mastercard Prepaid Management Services or the Issuer to supply you with any Personal Information that we hold about you. You must submit your request in writing. We will delete any incorrect information or correct any errors in any of your Personal Information that come to our notice.

20.11 To aid us in the provision of the services provided under these Terms and Conditions, in the interests of security, and to help the Issuer and Mastercard Prepaid Management Services maintain and to improve their level of service, all telephone calls may be recorded and/ or monitored.

## 21. Our Liability

21.1 We will not be liable to you for any loss due to:

- (a) any instructions given by you not being sufficiently clear;
- (b) any failure by you to provide correct information;
- (c) any failure due to events outside our reasonable control;
- (d) any system failure or industrial dispute;
- (e) any ATM refusing to or being unable to accept the Card;
- (f) the way in which any refusal to accept the Card is communicated to you;
- (g) any indirect, special or consequential losses;
- (h) any infringement by you of any currency laws in the country where the Card or Secondary Card is issued or used;

(i) any dispute between you and the supplier of any goods and/or services purchased with the Card;

(j) our taking any action required by any government, law or regulation or court order; or

(k) anything specifically excluded or limited elsewhere in these Terms and Conditions.

21.2 Unless otherwise required by law or as set out in these Terms and Conditions, we will not be liable to you in respect of any losses you or any third party may suffer in connection with the Card, except where such losses are due to a breach by us of these Terms and Conditions or due to our gross negligence.

21.3 ATMs and POS terminals are not owned or operated by us and we are not responsible for ensuring that they will accept the Card. We will not be liable to you for disputes concerning the quality of goods or services purchased on your Card or any additional fees charged by the operator of these terminals.

21.4 Nothing will limit our liability to you for death or personal injury arising out of our gross negligence, or for our fraud, or insofar as any limitation or exclusion of liability is prohibited by law.

21.5 The Distribution Outlet is only authorised by the Issuer or Mastercard Prepaid Management Services to provide the services explained in these Terms and Conditions. The Issuer and/or Mastercard Prepaid Management Services is not responsible for and accepts no liability for any other goods or services that may be offered or provided to you by the Distribution Outlet.

21.6 The Issuer does not maintain the website 'My Account' via [www.cashpassport.co.nz](http://www.cashpassport.co.nz). You agree that the Issuer is not responsible for any content on that website other than information relating specifically to you, the Card Fund or your Card. Mastercard Prepaid Management Services is responsible for and maintains the website.

## 22. Communications

22.1 You agree that we may give written notices or other communications to you under or in connection with these Terms and Conditions either:

- (a) by writing to you at your residential or postal address last known to us;
- (b) by giving it to you personally or leaving it at your residential or postal address last known to us;
- (c) by electronic communication to your email address or fax number last known to us or which you last gave us for sending notices and communications to you; or
- (d) if the notice or communication is not personal to you – by publishing a notice in a newspaper circulating nationally in New Zealand or by posting on [www.cashpassport.co.nz](http://www.cashpassport.co.nz).

22.2 If we give a notice or other communication to you by email, the content of the notice or communication may be:

- (a) set out in the body of the email;
- (b) included as an electronic document attached to the email; or
- (c) made available at 'My Account' for retrieval by you (with the email advising you of this and of the general nature of the information, and giving you the ability to readily retrieve the information electronically. For example, by means of a link to 'My Account').



22.3 If we give a notice or other communication to you:

(a) by writing to you – you are taken to have received it when it would 19 be delivered in the ordinary course of the post;

(b) by giving it to you personally or leaving it for you – you are taken to have received it on the day of delivery; or

(c) electronically – you are taken to have received it on the day it is transmitted.

22.4 In addition to the ways set out in these Terms and Conditions, we may give you a notice or other communication by using any method allowed or required by a law. If a law requires us to use a particular method, we will do so.

22.5 You agree that, for the purpose of telephone communications originated or received by us or Mastercard Prepaid Management Services including for the purposes of Mastercard Identity Check, and for the purpose of electronic communications received by us or Mastercard Prepaid Management Services, we or Mastercard Prepaid Management Services may verify your identity by reference to any or all of the Security Details information on the SMS services provided by us from time-to-time, please visit [www.cashpassport.co.nz](http://www.cashpassport.co.nz).

## 23. Third Parties

23.1 The Issuer may transfer its rights and obligations under its agreement with you to any other person or business. If this happens, the person or business to which this agreement is transferred assumes all of the Issuer's rights and obligations under the agreement. From then on, references in these Terms and Conditions to the Issuer are to be read as references to the person or business to which the Agreement was transferred.

23.2 Except in the circumstances set out in clause 23.1, nothing in these Terms and Conditions will confer on any third party any benefit or the right to enforce any terms of the Agreement between you and the Issuer.

## 24. Governing Law

24.1 The Agreement shall be governed by the laws and the courts of the country in which you were issued with the Card.

24.2 You submit to the non-exclusive jurisdiction of the courts of New Zealand to hear and determine any disputes or legal questions concerning these Terms and Conditions or the Agreement between you and the Issuer.

## 25. Additional Information

25.1 The Card is an unsecured debt security, issued by EML Payment Solutions Limited. The Card is not guaranteed by EML. A PDS is available for the Card and this can be obtained free of charge from [www.cashpassport.co.nz](http://www.cashpassport.co.nz).