

## **Mastercard Digital Gift Card Terms & Conditions**

### **Section 1 – Mastercard Digital Gift Card & Pays-enabled Card Terms and Conditions**

For the purpose of these terms:

- a. 'We, Us and Our' means Mastercard Digital Gift Card distributed by 545490 Ops Pty Ltd, ABN 48 659 671 315 ('Karta Ops');
- b. 'You' means the recipient of the Card;
- c. 'Pays' means Apple Pay or Google Pay;
- d. 'Karta App', means the application/App on a mobile phone or wearable device that allows you to store a Card to the Device; and
- e. 'Mastercard Digital Gift Card', 'Gift Card' and 'Card' means the Mastercard Digital Gift Card & Pays-enabled Card issued by 545490 Pty Ltd, ABN 83 648 605 225 trading as Karta Co ('Karta') and distributed by 545490 Ops Pty Ltd.

### **Background**

By allowing the addition of the Card into your Pays-enabled Device, you agree to be bound by these Terms and Conditions. You also acknowledge that you have read and understood our Karta Privacy Policy, available at <https://www.karta.com.au/privacy>.

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

1. The Mastercard Digital Gift Card is a Mastercard prepaid gift card that can be used for purchasing goods and services, where the Card is accepted for electronic transactions (excluding transactions at ATMs or over the counter at financial institutions). The Card can be used like a debit card and cannot be linked to any deposit account. Please note, some merchants may choose to not accept the Card.
2. The Card cannot be used to make transactions that exceed the Card's available balance. To complete such a transaction, you will need to pay the difference by another method, if the merchant agrees.
3. The Card is not reloadable and may be subject to value limits. It is only valid and useable until the expiry date shown on the Karta App. Both the Card and the value on the card has an expiry (usually between 12 to 36 months from date of activation).
4. Once issued to You, the Card must be activated by using a 6-digit code used for verifying your Karta App and/or during an identification verification check ("Activation Code"), within 60 minutes of receiving the code. If you do not enter the code in time, you can request a new code to be sent.
5. The Card can only be used subject to the merchant's terms and conditions. Authorisations may be declined at some merchants (such as gambling merchants or merchants who we choose or those that do not to accept the Card). We are not liable in any way when authorisation is declined for any particular transaction, except where the authorisation has been declined because of an act or omission on our part.

## Fees

6. We will not charge any fees for using the Card. However, 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.

## Your Obligations

7. You are responsible for all transactions on the Card, except where there has been fraud or negligence by our employees or agents. If you notice any error relating to the Card, you should immediately notify Customer Service by sending an email to [support@karta.com.au](mailto:support@karta.com.au).
8. 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 Customer Service by sending an email to [support@karta.com.au](mailto:support@karta.com.au).
9. You are responsible for checking your transaction history, knowing the available balance, date of expiry and pin for the Card, all of which is available to you on your Karta App.

## Liability

10. We are not liable in circumstances where you have other cards stored on your Device for payment and you inadvertently use a different Card when using your Device as a payment method. You must ensure that you select the correct card prior to using your Device as a payment method. We note split payments online or via physical POS payments are dependent on merchant discretion. Karta Ops is not liable in circumstances where split payments are not accepted.
11. We are not liable for:
  - the use, functionality or availability of a Device, the availability of merchants who allow the use of the Card as payment, or a reduced level of service caused by the failure of third-party communication and network providers (except to the extent deemed liable under the ePayments Code); and/or
  - temporary interruptions in service due to failure beyond their control including, but not limited to, the failure of interconnecting operating systems, computer viruses, forces of nature, labour disputes and armed conflicts.
12. We are not liable for transactions on your Card if:
  - your Device security measures are compromised;
  - where you allow others access to, or the means to access, your Device; or
  - any other circumstances in which you allow others to circumvent the security measures of your Device.
13. To the extent permitted by law, we:
  - exclude all statutory or implied conditions and warranties and any other liability we may have to you (including liability for indirect or consequential loss) that may arise under statute or at law, including, without limitation for breach of contract, in tort (including negligence) or

under any other cause of action howsoever arising out of, or in any way related to, the use of the Card and our goods and services;

- limit our liability under any condition or warranty which cannot be legally excluded in relation to the supply of goods or services to (at our election) replacing the goods or services or supplying equivalent goods or services again; and
- make no warranties or representations about our goods or services or the content related to our goods and services, including but not limited to warranties or representations; that such content will be complete, accurate or up-to-date or that access to the Card or related services will be uninterrupted, error-free or free from viruses.

## **Our Rights**

14. We may restrict, halt or stop the use of the Card if suspicious or illegal activities are noticed.

## **Refunds**

15. Any refunds on Card transactions are subject to the policy of the specific merchant. Refunds may be in the form of applying a credit to the Card, cash refund or in-store credit, which is at the Merchants discretion. 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. Refunds will not be provided for accidental or negligent purchases.

## **Queries and Complaints**

16. If you have a query about the Card, you should initially contact Karta Ops at any of the following: [support@karta.com.au](mailto:support@karta.com.au)

## **Privacy and Information Collection**

17. Information may be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law, and also where necessary to operate the Card and process transactions. A full Privacy Policy can be viewed on the Karta website. Karta Ops may collect your personal information:

- to identify you;
- to provide information about a product or service;
- to consider your request for a product or service;
- to provide you with a product or service;
- to assist in arrangements with other organisations in relation to the promotion and provision of a product or service or suspend its operation until it is provided;
- to perform administrative, reporting and operational tasks (including systems development and testing, staff training, and market or customer satisfaction research);
- to prevent or investigate any fraud or crime (or a suspected fraud or crime); and

- as required by relevant laws and scheme rules.

Where you do not provide some or all of the information requested by Karta Ops we may be unable to provide you with a product or service.

### **Providing your information to others**

18. Karta Ops may provide your information:

- to another member of its group;
- to any outsourced service providers (for example mailing houses, data switch service companies);
- to regulatory bodies, government agencies, law enforcement bodies and courts;
- to other parties as is authorised or required by law; or
- to participants in the payments system and other financial institutions for the purpose of resolving disputes, errors or other matters arising out of your use of the Card or third parties using your Card or Card information.

### **Contact Us**

19. Please contact us if you have any questions or comments about our privacy policies and procedures. We welcome your feedback.

### **Complaints**

20. Additionally, if you wish to make a general complaint about our services, please contact us directly at [support@karta.com.au](mailto:support@karta.com.au) addressing your complaint to the Complaints Officer. If you need to resolve an issue or make a complaint about how we collect, use or store your personal information, please contact us directly at [support@karta.com.au](mailto:support@karta.com.au) addressing your complaint to the Privacy Officer.

If you are not satisfied with our response, you can contact the Office of the Australian Information Commissioner GPO Box 5218, Sydney NSW 2001

(p) [1300 363 992](tel:1300363992)

(e) [enquiries@oaic.gov.au](mailto:enquiries@oaic.gov.au)

(w) [www.oaic.gov.au](http://www.oaic.gov.au) (where you can make a complaint online)

### **Anti-Money Laundering and Counter Terrorism Financing, and its associated rules, regulatory guides and regulations. (“AML”)**

21. You acknowledge and agree that:

- where required, you will provide to Karta Ops all information reasonably requested by Karta Ops in order for us to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on it pursuant to the AML Legislation;
- Where you do not provide Karta Ops the information required above, we may refuse to provide You its services;

- Karta Ops may be legally required to disclose information about you to regulatory and/or law enforcement agencies;
- Karta Ops may block, delay, freeze or refuse any transactions for legitimate business, prudential or regulatory reasons, where Karta Ops considers reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML Legislation or any other relevant law or term within this agreement;
- where transactions are blocked, delayed, frozen or refused by us , you agree that Karta Ops is not liable for any loss suffered by it or other third parties arising directly or indirectly because of Karta Ops taking this action; and
- where required, Karta Ops will monitor all transactions that arise pursuant to your use of the Card in accordance with its obligations imposed on it in accordance with the AML/CTF Legislation.

### **Changes to Terms and Conditions**

22. We may change or add to these Terms and Conditions at any time and any changes to these Terms and Conditions can be viewed on the Karta website. By continuing to use the website you will be deemed to accept any variation of these terms. We will make any changes in accordance with any applicable legislation and industry codes. If we believe a change is unfavourable to you, we will usually give you 7 days' notice or no notice if the change is in accordance with law and industry codes.

### **Applicable law**

23. These Conditions of Use are to be construed and enforced in accordance with the laws of NSW, Australia. Any dispute arising from your receipt or use of a Card is exclusively subject to the jurisdiction of the courts of NSW, Australia.

### **Reasonable Use**

24. You agree to access and use the Mastercard Digital Gift Card in accordance with our requirement that your use be reasonable. In particular, by accessing the Mastercard Digital Gift Card, you agree and acknowledge that:

- a. all access to our services is subject to reasonable use; and
- b. where we think your usage is unreasonable, we may suspend or refuse access to the services and your account for legitimate business, prudential or regulatory reasons.

We aim to provide a quality service to all our clients at all times. The reasonable use requirement is designed to ensure that no customer is unfairly disadvantaged by the behaviour of other customers. If at any time we think a customer's usage may disadvantage other clients, we may suspend, restrict or refuse access to our services.

## **Section 2 - Terms of Use**

### **Introduction**

1. The Karta App is operated by or on behalf of 545490 Pty Ltd distributed by 545490 Ops Pty Ltd, ABN 48 659 671 315 (“Karta Ops”) and its related bodies corporate (together “We, Us, Our and Mastercard Digital Gift Card”).

### **Acceptance**

2. By visiting or using the Karta website you acknowledge and agree with the website terms of use. You must only use this website for the purposes for which it was designed and offered and not for any other purpose. By using this website, you agree to use it in a responsible manner, taking into account the effects your use of this website may have on other users. Examples of acceptable use would include browsing the various pages and contacting the site owner. Examples of inappropriate use would include planting malware, viruses or, using the site to attempt to spread spam or other unnecessary content.

### **User and Intellectual Property Rights**

3. You are provided with access to it only for your personal and non-commercial use. Other than for these permitted purposes, and for the purposes of and subject to the conditions prescribed under statutes that apply in your location, you may not, in any form or by any means:
  - adapt, reproduce, store, distribute, transmit, print, display, perform, publish or create derivative works from any part of this website; or
  - commercialise any information, products or services obtained from any part of this website, without our written permission.
4. All rights in this website and the content on this website including copyright, design rights, patents, inventions, knowhow, database rights, trademarks, source codes and any other intellectual property rights in any of the foregoing are reserved to Karta Ops and/or their content and technology providers. All trade names, trademarks, service marks and other product and service names and logos (the “Marks”) displayed on the website are proprietary to their respective owners and are protected by applicable trademark and copyright laws. These Marks may be registered or unregistered marks of Karta Ops. Apple Pay is a trademark of Apple Inc., registered in the U.S. and other countries and regions.
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You may not remove, change or obscure the Karta logo or any notices of proprietary rights on any content of this website.

### **Disclaimer and liability**

6. The content on this website (including any publications) is intended only to provide a summary and general overview on matters of interest. It is not intended to be comprehensive nor does it constitute financial or legal advice. You should seek legal or other professional advice before acting or relying on any of the content. Karta Ops does not warrant or represent that the information in this site is free from errors or omissions or is suitable for your intended use. Subject to any terms implied by law and which cannot be excluded, Karta Ops accepts no responsibility for any loss, damage, cost or expense (whether direct or indirect) incurred by you as a result of any error, omission or misrepresentation in any information in this site. Information provided on Karta Ops as to future matters are not guaranteed to be accurate and any statements as to past performance do not represent future performance. Words implying natural persons include partnerships, incorporated bodies, associations and public authorities. All fees and charges are inclusive of GST, unless otherwise stated.

### **Links and Subscriptions**

7. Any information provided by third party data suppliers has not been verified by Karta Ops. Karta Ops does not make any representation or warranty as to the timeliness, reliability, accuracy or completeness of the material, nor does it accept any responsibility arising in any way for errors in, or omissions from that material. Your use of any link to a linked website is entirely at your own risk. This website may contain links to other websites solely for your convenience only and may not remain current or be maintained. We do not endorse, recommend or approve of any information, products or services referred to on such linked sites and assumes no responsibility for the contents of any other website to which this website offers links. Where you have received a message via email, the message is intended only for the addressee and contains information which may be confidential. Where you download or print copies of any information contained in this email, you acknowledge that it is for your personal and private use, and that it may not be reproduced, republished, broadcast or otherwise distributed without Karta Ops' prior written consent.

### **Personal Logins and Restricted Areas**

8. We reserve the right to implement areas which allow users to login in and us to access personal materials. By creating a login, you are responsible for the security of your login information. Any restricted areas must not be accessed without permission or authorisation. If your account is compromised as a result of failure to secure your login details, we are not liable for any losses you sustain as a result.

### **Cookies and Privacy Policy**

9. These website terms of use incorporate, and should be read together with, our Privacy Policy. Karta Ops will use only the personal data which you submit to us via the website in accordance with the Karta Privacy Policy. The Karta Privacy Policy also describes how this website may collect, store and use cookies. We will not disclose any private information provided by you through our website excepting where required by law. For more information on this please refer to our Privacy Policy.

### **PIN Management**

10. When choosing a PIN, avoid obvious number combinations, sequences, or your birthday. Never share your PIN, memorise it and don't write it down. Otherwise you may be liable for unauthorised transactions. You should check your statements and advise us if you think there has been unauthorised charges.

### **Account Deletion**

11. Once you confirm the deletion of your account, the account will be scheduled for deletion and immediately deactivated, preventing you from logging in to the account and accessing our services. After you delete your account, you will have a 5 days cooling period, during which time you can cancel the deletion and reactivate your account. Where you reactivate your account in this period, your account will be fully restored and active. Once this period is over, your account will be permanently deleted and cannot be recovered. If you wish to continue using our services after your account has been deleted, you will be required to create a new account with us.

Please note, we will keep a record of your deletion request and any other relevant account information required under relevant laws and regulations.

If you have any questions or issues relating to deleting your account, you can contact our Support team at [support@karta.com.au](mailto:support@karta.com.au).