

Part 1: Edge Mobile Pay Platform Terms of Use

Mobile Pay means the Mobile Pay digital application and the website 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 you agree to be bound by them.

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 in accordance with clause 15) 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 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 of such restriction, suspension or termination.

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 permitted at law, including under the Copyright Act 1968 (Cth), you must not reproduce or transmit any part of Mobile Pay or its contents 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 Edge 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 Edge's written prior consent.

8. 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. Where you acquire Edge's services under these Mobile Pay Terms as a consumer, Edge's services come with guarantees that cannot be excluded under the Australian Consumer Law. You may be entitled to have the services supplied again if the services are not supplied with due care and skill and are not reasonably fit for the specified purpose.
11. Subject to clause 10, to the maximum extent permitted by law, including the Australian Consumer Law:
 - a 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;
 - b 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 other than where liability is caused or contributed to by Edge; and
 - c Edge or you will not be liable for any direct, indirect, consequential, special, punitive or other losses, damages, liabilities, claims or expenses, including for loss of profits, business interruption or loss or corruption of data or information.
12. You acknowledge and agree that Edge will not be liable: (a) if authorisation is declined for any transaction other than as a result of Edge's act or omission; (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.

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/ sets out how your personal information is handled and used.

Changes to these Mobile Pay Terms

15. Subject to this clause 15, Edge reserves the right to change these Mobile Pay Terms at any time provided that the changes do not materially reduce or limit your rights under these Mobile Pay Terms. We may change these Mobile Pay Terms in a way that materially reduces or limits your rights under these Mobile Pay Terms only if we are required to do so by law, where such changes are imposed on Edge by third party suppliers or where the change is required to protect our legitimate commercial interests. If we make changes to these Mobile Pay Terms in a way that materially reduces or limits your rights under these Mobile Pay Terms, we will endeavour to give you 60 days' notice by publishing the revised Mobile Pay Terms at 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 sole discretion.

Part 2: Edge Prepaid Mastercard® Terms and Conditions

In these Card T&Cs, **we, us** or **our** means Edge Loyalty Systems Pty Ltd ABN 96 138 299 288 and EML Payment Solutions Limited ABN 30 131 436 532, AFSL 404131; 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.
5. The Card cannot be used at certain merchants , including those in the following category groups; Automated Fuel Dispensers (5542), Gambling transactions (7995), Financial Institution–Automated Cash Disbursements (6011), Financial Institution–Manual Cash Disbursements (6010), Financial Institution–Merchandise and Services (6012), Quasi Cash–Merchant (6051), Securities– Brokers and Dealers (6211), Wire Transfer Money Orders (4829) ('Excluded Merchants').

Validity and expiry of the Card

6. Subject to applicable law, 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

7. 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). The Card cannot be used towards the purchase of any gift cards. We are not liable in any way when a transaction is declined or a transaction otherwise does not proceed, due to the actions of a merchant or third party. We have no liability to you for the goods and services that you purchase using the Card. Claims relating to the goods and services you purchase using the Card must be directed towards the relevant participating merchant where the transaction was made.

Fees

8. 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. Please ensure you read and understand any merchant terms prior to using your Card.
9. 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. The foreign exchange conversion fee may change from time to time and you acknowledge that we will not provide you notice of such change.

Your Card, your responsibility

10. 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 on the details set out at clause 20.

11. 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 the Mobile Pay Platform.
12. Our goods and/or services come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
13. Subject to clause 12, 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,except to the extent that such loss or damage was caused or contributed to by us.

Errors and complaints

14. 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 on the details set out at clause 20.
15. We may immediately restrict or stop the use of the Card if we or our systems suspect fraud, illegal or suspicious activities..

Refunds or exchanges

16. 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

17. 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

Your personal information is also being collected by Edge, to provide customer service and for the purposes set out in Edge's privacy policy at www.edgepri.com/en/privacy-policy

18. 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

Changes to these Card T&Cs

19. Subject to this clause, we reserve the right to change these Card T&Cs at any time provided that the changes do not materially reduce or limit your rights under these Card T&Cs. We may change these Card T&Cs in a way that materially reduces or limits your rights under these Card T&Cs only if we are required to do so by law, where such changes are imposed on Edge by third party suppliers or where the change is required to protect our legitimate commercial interests. If we make changes to these Card T&Cs in a way that materially reduces or limits your rights under these Card T&Cs, we will endeavour to give you 60 days' notice by publishing the revised Card T&Cs at www.edgemobilepay.com/terms-and-conditions

Edge Customer Service Contact Details

20. Edge can be contacted on the details below:

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

Email: info@edgemobilepay.com

Mail: Edge Loyalty Systems Pty Ltd
Level 21, 101 Miller Street, North Sydney, New South Wales 2060