

The Ville x Ardo Digital Prepaid Card Terms and Conditions

These Terms and Conditions apply to your The Ville x Ardo digital prepaid card (“the Card”). The Card is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 (“EML”) and distributed by Vault Payment Solutions Group Pty Ltd, ABN 66 632 373 105 (“Vault”). In these Card terms and conditions, “we”, “us” or “our” means EML and Vault; and “you”, “your” or “user” means the cardholder. If you acquire the Card you will have a contract with us.

When we refer to a **Tokenised Card** means a card that has had sensitive personal information (including, but not limited to, a PAN) is substituted for a unique identifier (token) and stored within a Device Wallet for you to use as payment. A Tokenised Card can be used for Contactless Transactions as well as card not present transactions, including online purchases.

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

Website means the secured web site <https://www.the-ville.com.au/giftcards> and any additional or replacement website we notify you as the website for the purposes of these Terms & Conditions from time to time.

App means the mobile application provided by The Vault which allows you to manage your Card, review transactions and check your available balance.

Accepting the Card and agreeing to these Conditions of Use

1. You agree to be bound by these Terms and Conditions by using the Card in any capacity including, but not limited to, provisioning the Card into your Device, using any Card features or completing a transaction with the Card.
2. Use and access to the Tokenised Card is subject to your respective Device capability. This means your Device must have the ability to store the Tokenised Card and make a purchase using a Digital Wallet.

How and where you can use the Card

3. The Card must be activated prior to use.
 - 3.1 For a Tokenised Card, via the App by following the instructions provided to you via text message to your Device;
4. Upon activation, the Card will be ready for use from 12pm the following business day;

5. The Card is a single load prepaid card that can be used for purchasing goods and services at particular merchants as defined on the website and cannot be used at ATMs or over the counter at financial institutions.

5.1 at an Accepted Merchant that has an EFTPOS Device for a Tokenised Card, making a Contactless Transaction.

5.2 Over the telephone or the internet at an Accepted Merchant by providing the Card Number, expiry date and security code.

6. Attempts to use the Card at merchants that are not otherwise approved to accept the Card will result in a declined transaction.

7. The Card must be activated prior to use and expiry. To activate the Card, you must follow the activation steps at <https://www.the-ville.com.au/giftcards>

8. The Card will expire 3 years from the date of issue. At expiry of the Card any unused balance will be forfeited.

9. When using the Card at point of sale, if required, press the Credit button to access the available balance.

10. The Card does not have cash out capability. You may not use the Card to withdraw cash.

11. The Card cannot be cancelled, used to obtain or redeem cash and cannot be used for making direct debit, recurring, or regular instalment payments.

Checking your Card balance and transaction history

12. You acknowledge and agree that we do not provide you with paper statements. Card transaction activity and balance information can be found by accessing <https://www.the-ville.com.au/giftcards>, The Vault app or your Digital Wallet.

13. You are responsible for checking your transaction history and knowing the available balance for the Card, all of which will be available to you on your Device or by accessing <https://www.the-ville.com.au/giftcards>

14. You are responsible for ensuring the availability of sufficient funds for all transactions. The Card cannot be used to make transactions that exceed the available balance. For such a transaction you need to pay the difference by another method if the merchant agrees.

15. In the event the available amount on the Card is less than the purchase amount, some merchants may not allow the Cardholder to combine multiple payment types (such as cash, cheque or another payment card) to complete the transaction.

Validity and Card Expiry

16. Once Activated, the Card is valid until the expiry date shown for a Digital/Tokenised card, within the App or your Digital Wallet.

17. The Card cannot be used after expiry. After its expiry, any balance will be forfeited to Vault, and the Card will be declined when presented for use. We will not give you any notice before this happens.

Your Card, your responsibility

18. The Card is like cash. We have no obligation to replace or refund value for misused, lost, stolen or damaged Cards except where we have breached any condition or warranty implied under consumer protection legislation that cannot be excluded in these terms and conditions (for example, warranties as to the exercise of due care and skill in providing services and as to fitness for purpose of materials we provide).

19. You are responsible for all transactions on the Card, except where there has been fraud or negligence by our staff or agents. If you notice any error relating to the Card, you should notify Vault Customer Support immediately at info@vaultps.com.au.

20. 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:

20.1 if authorisation is declined for any transaction, except where the authorisation has been declined because of an act or omission on our part;

20.2 if you permit someone else to use the Card, you will be responsible for any transactions initiated by that person with the Card;

20.3 the availability of merchants who allow the use of the Card as payment;

20.4 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).

21. Unauthorised transactions can happen using the Card if the Device it is lost or stolen, a personal identification number ("PIN") is revealed to any other person, or because of fraud.

Errors and complaints

22. If we discover an error in the amount of funds loaded, reloaded, received or used for any reason, we are authorised to rectify the error without further notice to you, including but not limited to debiting the equal amount of funds found in error from your Cards available balance.

23. If you notice any error relating to the Card or have a query about the Card, you should initially contact The Ville front desk during business hours. Alternatively you may also contact info@vaultps.com.au with specific details relating to your card. For any App assistance, please contact The Ville front desk.

24. If you have a complaint relating to the Card, please contact EML at any of the following:

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

Email: support@emlpayments.com.au.

Fees and Charges

25. We do not charge any fees for using the Card. 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.

Refunds or exchanges

26. Any refunds on Card transactions are subject to the policy of the specific merchant. If the Card expires or is revoked before you have spent any funds resulting from a refund then you will have no access to those funds.

27. Gift cards are non refundable.

28. You cannot “stop payment” on any transaction after it has been completed. If you have a problem with a purchase made with the Card, or a dispute with a merchant, you must deal directly with the merchant involved. If you cannot resolve the dispute with the merchant, you can contact Vault Customer Support.

Privacy

29. Information will be disclosed to third parties about the Card, or transactions made with the Card, whenever allowed by law, and where necessary to operate the Card and process transactions. Our Privacy Policies are available at:

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

Vault: <https://www.vaultps.com.au/>

Changes to these Conditions of Use

30. We reserve the right to change these Terms and Conditions at any time. Any changes to the Terms and Conditions can be viewed at (distributor website).