

(b) You should check the transactions listed on [ntgpaymentcard.nt.gov.au](http://ntgpaymentcard.nt.gov.au)

(c) If you wish to dispute an amount deducted from the Card value you must obtain and complete a copy of a Card Cardholder Dispute Form from the department. You should submit this to the department who will forward it to emerchants for investigation. Please read clause 7.2 to obtain details of your liability where unauthorised transactions are made using the Card.

(d) If you have a complaint relating to another issue connected to the Card please follow the procedure set out in clause 8.

## 6. Card Cancellation

We may cancel your Card at any time if:

- (a) you do not comply with these Conditions of Use; or
- (b) we believe or discover that you are not entitled to the funds in respect of which the Card has been issued or to the value which has been loaded on your Card; or
- (c) we determine, in our absolute discretion, that your Card should be cancelled for another reason.

If we cancel your Card before its expiry date we will decide whether you are entitled to receive any unused Card Value and, if you are, how that will be paid to you.

## 7. Liability

### 7.1 Lost, Stolen or Damaged Cards

- (a) You must treat your Card like cash. If your PIN record is lost or stolen, or you suspect that unauthorised transactions have been made, call the issuing department on the phone number listed in the Program Information Sheet.
- (b) A damaged Card will only be replaced if it is returned to us. To do this, please contact the department.
- (c) A satisfactory identification check may be required before any replacement card is issued.
- (d) If we agree to replace a Card the Card Value at the relevant time will be loaded onto a new Card.

### 7.2 Liability for Unauthorised Transactions

You are responsible for the use and safety of your Card and PIN. Therefore, you are responsible for all transactions on your Card, including unauthorised transactions, except to the extent there has been fraudulent or negligent conduct by any of our employees, agents or service providers or any of emerchants employees, agents or service providers.

### 7.3 Protecting Your Card

To protect your Card, you should:

- (a) sign it as soon as you receive it;
- (b) carry it with you whenever you can;
- (c) regularly check that you still have your Card; and

(d) not allow anyone else to use your Card.

### 7.4 Protecting Your PIN

Your PIN can be used to obtain cash (where allowed) from an automatic teller machine and to find out your Card Value. Accordingly it is important to keep it secure because if your Card is lost or stolen, knowing the PIN may assist someone else to use your Card to obtain cash or goods and services.

Accordingly:

a. If you make a record of your PIN you must keep it separate and well away from your Card unless the PIN is reasonably disguised. However it is best to keep your PIN record, even if disguised, separate and well apart from your Card. For example, you must not keep your Card and undisguised PIN together:

- (i) in a wallet, bag or briefcase, even if in different compartments;
- (ii) in your car, even if in different areas of your car;
- (iii) in your office or at home in the same room;
- (iv) in any other situation where your Card and PIN can be found and used.

b. To protect your PIN you must:

- (i) try to memorise it;
- (ii) destroy the letter telling you your PIN (if applicable);
- (iii) not write your PIN on your Card, even if it is disguised;
- (iv) not keep a record of your PIN with or near your Card;
- (v) not tell anyone your PIN, including family members, friends, our staff or emerchants staff;
- (vi) make sure that nobody watches you enter your PIN at automatic teller machines or at Merchant terminals;
- (vii) never enter your PIN in an automatic teller machine or Merchant terminal that does not look genuine, has been modified, has a suspicious device attached to it or is operating in a suspicious manner;
- (viii) be ready to make a transaction or enquiry when you approach an automatic teller machine or Merchant terminal;
- (ix) make sure that you do not leave anything behind when you complete a transaction, including leaving your Card unattended in or at an automatic teller machine or Merchant terminal;
- (x) notify us immediately if your PIN mailer has not been received intact

c. If you make a record of your PIN, you must either take reasonable steps to prevent unauthorised access to the record or ensure that the record is reasonably disguised. It will not be considered a reasonable attempt to disguise a PIN if you only:

- (i) record it in reverse order;
- (ii) record it as a series of numbers with any of them marked to indicate the PIN;
- (iii) record the PIN as a telephone number with the PIN in its correct sequence anywhere within the telephone number;
- (iv) record the PIN as a telephone number where no other telephone numbers are recorded; or
- (v) disguise the PIN as a date or as an amount.

There may be some other form of disguise which may be similarly unsuitable because of the ease of another person working out your PIN.

## 8. Investing and Resolving Problems

If you wish to dispute an amount deducted from the Card Value, you must follow the procedure set out in clause 5.5(c).

## 9. Changes to These Conditions of Use

We may change these Conditions of Use at any time and will notify you of any substantial changes. The current version of these Conditions of Use will be available from the department.

## 10. Other

### 10.1 Privacy

We will make sure your privacy is respected in line with the provisions of the *Information Act (NT)*.

(a) emerchants collects your personal information to issue and service your Card on our behalf. You can access any personal information that emerchants holds about you by calling the phone number listed in the Program Information Sheet, (b) If you dispute a transaction we will collect the personal information we need to resolve the dispute. It may be disclosed to emerchants and/or the relevant merchant for that purpose (which may involve sending the details outside Australia). If you dispute a transaction you agree to that disclosure.

(c) If you have any complaint about the acts or practices of emerchants, relating to your personal information you should raise it with us first. If it is not resolved to your satisfaction then if your complaint relates to our acts and practices you can complain to the department or if it relates to the acts and practices of emerchants you can complain to the Office of the Australian Information Commissioner.

### 10.2 Exercising Our Rights

If we fail to exercise or delay in exercising any of our rights under these Conditions of Use, that failure or delay does not constitute a waiver of our rights. We may exercise our rights under these Conditions of Use at any time, despite any previous failure or delay on our part.

### 10.3 Governing Law

These Conditions of Use are governed by the laws of the NT.

### 10.4 Non-Assignment

- (a) Neither your Card nor the contract between you and us created under clause 1.2 is transferable by you. Your Card may only be used by you.
- (b) We may transfer this contract to someone else. If we transfer this contract, the contract will apply to the transferee as if it were us.

### 10.5 Arrangements with emerchants

emerchants issues cards including your Card under an agreement we have with it. Unless we notify you otherwise, emerchants is authorised to service your Card on our behalf and you must follow any directions emerchants gives you in relation to use of the Card (for example if emerchants is investigating a complaint on our behalf).

**emerchants**  
*empowering | Your Money*

**Northern Territory Government**  
**Payment Card**

## Conditions of Use

Effective 01 September 2017

This Conditions of Use document sets out the terms and conditions for your Prepaid Card. Therefore it is important that you read this document carefully and retain it for future reference.

## Cardholder Transactional Information Enquiries

Call the phone number provided on the Program Information Sheet

### Postal address

NTG Payment Card  
PO Box 40575  
Casuarina NT 0811

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## 1. These Conditions of Use

The department has entered into an agreement with emerchants under which emerchants will issue single load prepaid debit cards to the department for it to distribute to people as a means of accessing funds made available by the Northern Territory Government. Where these Conditions of Use refer to emerchants they refer to it as our agent and/or as an eftpos prepaid debit card issuer on an account we hold with Cuscal Limited ABN 95 087 822 455 (Cuscal).

Cuscal Limited is an authorised deposit-taking institution and the holder of stored value for the Card. Having a Card does not mean you have an account with emerchants or Cuscal. You do not have any contract with, or (unless the law says otherwise) any rights against, emerchants or Cuscal.

### 1.1 Introduction

These Conditions of Use govern the use and operation of your Card. They apply to all transactions involving the use of your Card or Card details.

If you do not understand something in these Conditions of Use, please talk to the issuing department's staff. They will be happy to help you.

### 1.2 When the Conditions of Use Take Effect

Your first use of your Card will be taken as your agreement to comply with these Conditions of Use.

## 2. Definitions

### 2.1 Definitions

In these Conditions of Use:

**Card** means a prepaid debit card bearing the eftpos logo which is issued to you.

**Cardholder**, "you" or "your" means the person to whom the Card has been issued.

**Card Value** means at any time the amount of value loaded onto the Card which is still available at that time to be spent in accordance with these Conditions of Use.

**Department** means the NT Government department issuing the card.

**eftpos** means electronic funds transfer at point of sale.

**emerchants** means Emerchants Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131.

**Merchant** means a provider of goods or services who accepts payment by eftpos.

**PIN** means a personal identification number.

**NT** means the Northern Territory of Australia.

**Unauthorised Transaction** means any transaction made without your knowledge or consent.

**we, our, or us** means the department.

## 3. Card Issue and Activation

### 3.1 Card Activation

(a) Your Card is not active when you receive it however you do not need to do anything to activate it.

(b) Your Card will be available to use within the period specified in the Program Information Sheet issued by the department.

(c) You must sign your Card immediately on receiving it and before using it.

### 3.2 Loading Card Value

We will load onto the Card the whole of the payment you have been assessed as being eligible to receive at the time of the Card issuance to you.

### 3.3 Card Load

The once only dollar amount of the payment loaded onto the Card will be based on the department's assessment of each applicant's entitlement.

### 3.4 Maximum Card Value

You will be advised of the maximum Card Value when you receive your Card. The maximum Card Value available on your Card will not exceed the amount specified.

## 4. Using Your Card

### 4.1 When Can You Use Your Card?

(a) Your Card is only valid for a specified period from the date of issue of the Card by the department.

(b) You must destroy your Card once it is no longer valid by immediately cutting it into several pieces and disposing of them securely.

### 4.2 Where Can You Use Your Card?

(a) You can use your Card in Australia only.

(b) You can use your Card at any Merchant directly. From time to time we may advise that the Card may not be used at certain Merchants.

(c) You can use the Card to withdraw cash from an automatic teller machine in Australia subject to the provisions of the relevant program.

(d) You do not need to use the whole Card Value in one transaction. Subject to these Conditions of Use, you can make multiple purchases or cash withdrawals before the Card's expiry date, provided that when you want to make a purchase or cash withdrawal there is sufficient Card Value to cover the amount of the purchase or cash withdrawal.

### 4.3 You Must Not Give Your Card to Another Person

You must not give your Card or your PIN to another person. Your Card may be cancelled if you do.

### 4.4 Purpose of Use

You must not use your Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of Australia.

### 4.5 Card Acceptance

(a) Neither we nor emerchants are responsible if a Merchant refuses to accept your Card. Subject to any applicable law, neither we nor emerchants are responsible for goods or services supplied to you. If you have a complaint or concern about goods or services purchased with your Card, you must resolve this

directly with the Merchant.

(b) Neither we nor emerchants will be responsible if a Merchant's terminal or an automatic teller machine does not accept your instructions or your Card fails to work in a Merchant's terminal or in an automatic teller machine.

(c) Card promotional material displayed on any premises is not a warranty by us, by emerchants or by Merchants, financial institutions or any person carrying on business there, that all goods and services available at those premises may be purchased with your Card or that cash may be withdrawn using the Card.

(d) The Conditions of Use contain the entire agreement for the Card. Where your Card is being used to purchase goods or services from a Merchant, you should disregard any representation, warranty or statement which may be made in connection with the Conditions of Use by the Merchant, its employees, agents or contractors.

### 4.6 Your PIN

You will be issued with a PIN. This will enable you to check your Card Value and make cash withdrawals (where allowed) at an automatic teller machine.

## 5. The Card Value

### 5.1 Amounts that are Deducted from the Card Value

(a) The amount for goods and services bought directly from a Merchant or by mail order, telephone order or through the internet using the Card or Card details will be deducted from the Card Value.

(b) The amount of cash withdrawals made from an automatic teller machine using the Card will be deducted from the Card Value.

### 5.2 How Much Can You Spend?

Your Card can only be used to make purchases or cash withdrawals (where allowed) up to the Card Value at the time of the purchase. If you want to make a purchase for an amount that exceeds the Card Value you must pay for the excess using another method of payment.

### 5.3 What Happens to Remaining Card Value After the Expiry Date?

Any remaining Card Value will no longer be able to be accessed using the Card.

### 5.4 How Do You Know the Current Card Value?

- (a) Details of transactions made using the Card and the current Card Value are available by:
- (i) accessing the website displayed on the back of the card
  - (ii) telephoning, from within Australia, the phone number provided on the Program Information sheet; or
  - (iii) making a balance enquiry at an automatic teller machine.

(b) Amounts shown will be expressed in Australian currency.

(c) You should keep all vouchers and transaction records given to you by Merchants or received from automatic teller machines to help you check the details of your transactions.

### 5.5 If You Think There is a Mistake

(a) You agree that the amount shown on any sales voucher or transaction record is sufficient evidence of the cash price of the goods or services or the amount of a cash withdrawal to which that voucher or transaction record relates.