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# Unee Physical Gift Card

## Terms and Conditions

IMPORTANT – PLEASE READ CAREFULLY; BE SURE TO PROVIDE THE GIFT CARD RECIPIENT THIS CARDHOLDER AGREEMENT.

**This Cardholder Agreement (“Agreement”) constitutes the agreement between you and Daytek Capital Pty Ltd ABN 61635305789 AFSL/ACL No. 520785. (“Issuer”). The terms and conditions govern the use of your Unee Gift Card (“Card”) and apply to all transactions involving the use of your Card or the Card details.**

### 1. Definitions

**AFSL** means Australian financial services licence.

**Automated Teller Machine** means ATM.

**Card** means the Unee Gift Card to be issued by the Issuer.

**Card Account** means the account for the balance on your Card.

**Card Details** means any or all of the following: the card number stated on the front of the Card, the expiry date stated on the front of the Card, and the CVV stated on the back of the Card.

**Card Value** means the positive Value recorded by the Issuer as being available for transactions using the Card.

**CVV** means Card Verification Value.

**Issuer, we, us or our** means Daytek Capital Pty Ltd ABN 61 635 305 789, AFSL no. 520785.

**POS** means Point of Sale.

**Terms and Conditions** mean the terms and conditions that govern the use of the Card and apply as an agreement between you and the Issuer.

**Unee** means Unee Pty Ltd ACN 656 726 715.

**UnionPay** means UnionPay International Co. Ltd.

**You or Your** means the person who uses a Card purchased from us (and may be the purchaser, or a person who has received the Card as a gift).

### 2. Understanding these Terms and Conditions

- 1.1 All amounts of money specified in these Terms and Conditions are in Australian dollars unless otherwise specified.
- 1.2 References to days, times or periods of time in these Terms and Conditions are to be read in Australian Eastern Standard Time.
- 1.3 These Terms and Conditions govern the use of the Card.
- 1.4 You agree to be bound by these Terms and Conditions by any action relating to the Card, including but not limited to:
  - (a) purchasing the Card;

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- (b) signing the back of the Card;
  - (c) using the Card; or
  - (d) activating the Card.

## **2. Issuing of Cards**

- 2.1 The Card is issued by the Issuer and distributed and promoted by Unee.
- 2.2 The Card is a prepaid card, and your starting Card Value will be determined at the time the Card is purchased.
- 2.3 The Card will remain the property of the Issuer and must be surrendered upon demand, it is non-transferable and it may be cancelled, repossessed, or revoked at any time without prior notice, subject to applicable law.
- 2.4 The Card is not a credit card nor a charge card, and will not enhance your credit rating.
- 2.5 You will not receive any interest, and there is no interest payable to you on your Card Value.
- 2.6 The Card Value does not amount to a deposit with the Issuer, or an investment in, any other parties involved in the Card.
- 2.6 The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes.
- 2.7 We reserve the right to refuse an application at our sole discretion on any lawful grounds.
- 2.8 We may refuse to process any transaction that we believe may violate the terms of these Terms and Conditions or any applicable laws.

## **3. Activation and expiry**

- 3.1 Your Card will be activated when it is purchased.
- 3.2 The expiry date of the Card is stated on the front of the Card.
- 3.3 Your Card will expire no sooner than thirty-six (36) months from the date of card activation.
- 3.4 You can use the Card until it has expired, after which any remaining Card Value will be forfeited.

## **4. No Top-ups; No Cash Access; No Refunds.**

- 4.1 You cannot use your Card to obtain cash from an ATM, POS device, or by any other means.
- 4.2 The Card itself may not be returned to any merchant for a refund, except where required by applicable law.

## **5. Loading your card**

Additional funds may not be added to your card, called "value loading". Your Card is non-reloadable. You will have access to your the amount of your Card Value immediately after activation.

## **6. Use of the Card**

- 6.1 The Card can only be used to make electronic payments, and cannot be used for

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- manual (non-electronic) transactions.
- 6.2 You may use your Card to purchase goods or services at any retailer, store or merchant at which UnionPay cards are accepted as long as you do not exceed the Card value on your Card Account.
- 6.3 Each time you use your Card or Card Details in a transaction, you authorise us to reduce the Card Value by the amount of the transaction. We may also deduct from the Card Value any amount that you owe us including fees payable under these Terms and Conditions
- 6.4 You are not allowed to spend more than the Card Value through an individual transaction or a series of transactions.
- 6.5 For security reasons, we may limit the amount or number of transactions you can make on your Card.
- 6.6 You may not make pre-authorised recurring or instalment payments using your Card.
- 6.7 Your Card cannot be used for any of the following transaction, payments or transfers:
- (a) a transaction involving ordering goods or services via telephone, correspondence or email (**Mail Orders** or **Telephone Orders**);
  - (b) a transaction that is initiated during a flight (eg an aeroplane flight) where the flight attendant initiates the transaction by collecting payment information from a consumer (**In-Flight Commerce**);
  - (c) a transaction where a tax is recollected by a tax refund company from a person who has bought goods/services and has had the tax exempted or refunded but fails to leave a country within a given time or to submit tax refund receipts as required (**Tax Recollections**);
  - (d) a transaction where a single purchase is billed to a card or an account in multiple segments over a certain period of time (**Instalment Payments**);
  - (e) any transactions involving a remittance of money from one country, region or jurisdiction to another country, region or jurisdiction (**Remittances**);
  - (f) any transfer of funds from the Card (or deducted from the Card Value) to another account (**Primary Credit Transactions**);
  - (g) a refund enabling a value-added tax or consumption tax at a duty-free store to be returned with applicable laws and regulations after a person leaves a country or region (**Tax Refunds**);
  - (h) any refund of a transaction amount as part of a rewards scheme (**Cash Rebates**);
  - (m) any payment made to an application installed on your smart mobile device (**Mobile “in-app” Payments**).
- 6.9 Certain businesses may not accept the Card as a means of pre-authorising expenditure.
- 6.10 Businesses that accept the Card as a means of pre-authorising expenditure (which may be (but will not be limited to) restaurants, hotels or car rentals) may seek pre-authorisation for the purchase amount plus any additional amount (which may be equal to a percentage of the purchase amount) to ensure there is sufficient

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- Card Value available to cover tips or incidental expenses incurred. Until the merchant sends us the final payment amount of your purchase, you will not have access to that part your Card Value represented by the pre-authorized amount. For that period there is a “hold” on your Card Value and it may take up to thirty (30) days for the hold to be removed or up to sixty (60) days for car rental transactions.
- 6.11 You do not have the right to stop payment of any transaction effected by use of your Card or Card Details.
- 6.12 If you authorise a transaction and then fail to make a purchase of that item as planned, there may be a “hold” on your Card Value for the amount of the transaction for up to thirty (30) days.
- 6.13 You may not use your Card for online gambling or any illegal transactions. You must comply with all relevant laws and regulations (including any foreign exchange controls) in respect of the Card in the country of purchase and/or use. 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 Australia or in any other country;
  - (b) may directly or indirectly involve the proceeds of, or be applied for the purposes of, any unlawful conduct.

## **7. How to use your Card**

- 7.1
- 1 Swipe the card
  - 2 Select “Credit” as payment type
  - 3 Enter the PIN
  - 4 Press the “Yes” button on POS machine to submit the payment.
  - 5 Sign the payment receipt to complete the transaction
- \* The PIN is on the back on your Card.
- 7.2 The POS devices used by a retailer, merchant or store are not owned or operated by the Issuer or Unee, and neither the Issuer nor Unee are responsible for ensuring that a retailer, merchant or store will accept the Card.

## **8. Returns and Refunds**

- 8.1 We are not responsible if a retailer, merchant or store refuses to accept a Card or refuses to exchange goods or provide a refund.
- 8.2 The exchange or return of merchandise purchased in whole or in part with the Card will be governed by the procedures and policies of each merchant and applicable law.
- 8.3 If a merchant agrees to provide you with a refund in respect of goods or services obtained with your Card, you agree to accept a credit to your Card Account for such refund.

## **9 Card Replacement**

- 9.1 If you need to replace your Card because it is damaged as a result of manufacturing default, please email us at [contact@daytek-capital.com.au](mailto:contact@daytek-capital.com.au) to request a replacement Card. We will not replace your Card for any other reason.

- 9.2 You will be required to provide personal information which may include your Card details, full name, transaction history, copies of accepted identification, etc. We reserve the right to require an affidavit signed by you and to conduct an investigation into the validity of any request.
- 9.3 It may take up to thirty (30) days to process a request for a replacement Card; however, we will endeavour to provide you with a replacement Card on as timely a basis as is reasonable under the circumstances.
- 9.4 Any replacement Card will be loaded with the remaining Card Value.
- 9.5 Lost or stolen Cards will not be replaced and the Card Value on lost or stolen Cards will be forfeited.

## **10 Transactions Made in Foreign Currencies**

- 10.1 Transactions made in foreign currencies (any currency other than Australian dollars) are converted into Australian dollars before they are deducted from the Card Value.
- 10.2 Any such transaction will also be subject to a foreign currency transaction fee in the amount of 2.5% of the total amount of the transaction.

## **11 Card Account Balance/Transaction History**

- 11.1 You are responsible for keeping track of your Card Value.
- 11.2 Retailers, stores or merchants generally will not be able to determine your Card Value and you should know your Card Value before making any transaction.
- 11.3 Details of your current Card Value and of your transactions are available by accessing your Card Account online at [giftcard.uneec.com.au](http://giftcard.uneec.com.au) or by emailing [contact@daytek-capital.com.au](mailto:contact@daytek-capital.com.au).
- 11.4 A copy of your transaction history can be printed free of charge at [giftcard.uneec.com.au](http://giftcard.uneec.com.au). You will not be sent paper statements in respect of your Card Account.

## **12 Fees**

- 12.1 The Card is subject to the fees in the table below.
- 12.2 The activation fees listed in the table are the maximum activation fees per Card (according to its denominated value) payable by the purchaser at the time of purchase. The activation fee actually charged in connection with the sale of a Card may be less than the amount in the table and will depend upon the place of Card purchase.

\$100 Card Activation Fee	\$3
Foreign currency transaction fee	2.5%

## **13 Amendment and Cancellation**

- 13.1 At our discretion, we may amend or change these Terms and Conditions (including adding new fees, changes in fees or limitations and the services we offer) by giving you 30 days' notice, and the amended Terms and Conditions on our website at [giftcard.uneec.com.au](http://giftcard.uneec.com.au). See clause 17 below for details of how we will communicate

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with you.

13.2 The current Terms and Conditions is available at [giftcard.uneec.com.au](http://giftcard.uneec.com.au).

## **14 Disputes and Complaints**

14.1 Your ability to raise a dispute or complaint expires on the date of the expiry of the Card, after which our ability to dispute a transaction on your behalf is lost.

14.2 We may not be responsible for any loss to you where it can be shown that there was an unreasonable delay in you notifying us of a transaction you wish to dispute.

14.3 If you have reason to believe that an error has occurred in relation to your Card, you should contact us by emailing [contact@daytek-capital.com.au](mailto:contact@daytek-capital.com.au).

14.4 Any complaints about goods or services purchased with a Card must be resolved directly with the relevant Participating Retailer.

## **15 Privacy and Confidentiality**

15.1 By purchasing and/or using the Card, you agree to the collection, use and disclosure of your personal information under these Terms and Conditions by the Issuer and Unee.

15.2 We may collect personal information about you to verify your address for Internet purchases.

15.3 We may also collect personal information in the event you raise a dispute with us regarding a transaction, in which case certain personal information may be collected and used for the purpose of resolving your dispute. This information may be disclosed to our contractors and to other service providers some of whom may be outside Australia.

15.4 You agree that from time to time, without further notice to you, we may monitor and/or record telephone calls and electronic communications between you and us to assure the quality of our customer service or as required by applicable law.

15.5 We may disclose information to third parties about your Card or the transactions you make:

- (a) where it is necessary or helpful for completing transactions;
- (b) in order to verify the existence and condition of your Card for a third party, such as a merchant;
- (c) to utilise the services of third parties and affiliate entities who assist us in providing the Card and related services;
- (d) in order to comply with a government agency, court order, or other legal or administrative reporting requirements;
- (e) if you consent by giving us your written permission;
- (f) if you owe us money or there are legal proceedings in connection with your Card, in which case information may be relayed to attorneys, accountants, collection bureaus, financial institutions, and others involved in collection, adjustment, settlement or reporting;
- (g) in order to prevent, investigate or report possible illegal activity;
- (h) in order to issue authorisations for transactions on the Card;
- (i) as permitted by applicable law;

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- (j) to our employees, auditors, affiliates, parent and subsidiary companies, service providers, or attorneys as needed; or
  - (k) otherwise as necessary to fulfil our obligations under these Terms and Conditions.

15.6 For more information on how we may collect, use or disclose your personal information, see our Privacy Policy which you can access at this link [https://unee.com.au/wp-content/uploads/2022/12/Unee\\_Privacy.pdf](https://unee.com.au/wp-content/uploads/2022/12/Unee_Privacy.pdf).

## **16 Customer Service**

For customer service or additional information regarding your Card, please contact us at: Unee UnionPay Gift Card Customer Service [contact@daytek-capital.com.au](mailto:contact@daytek-capital.com.au). Customer Service team are available to answer your inquiries eight (8) hours a day, five (5) days a week from 9 a.m to 5 p.m.

## **17 Communications**

20.1 You accept that under or in accordance with these Terms and Conditions, we can send you written notices or other correspondence either:

- (a) by writing to you at your last known residential or postal address;
- (b) by sending it to you directly or leaving it at your last known residential or postal address;
- (c) by electronic correspondence to your last known email address or fax number or which you last sent us to give us notes and communications to you; or
- (d) by publishing a notice in a newspaper circulated nationally in Australia or posting it on the website if the notice or communication is not personal to you.

20.2 For the purposes of providing you with details relating to your Card:

- (a) we may notify you by electronic communication;
- (b) you are entitled to change your nominated email address, cell phone or fax number;
- (c) you have the right to obtain the information electronically (a charge may apply for the provision of paper communications); and
- (d) if you request a paper copy of the information provided electronically within 6 months of the electronic communication being given, you will be provided with a paper copy.

20.3 If we provide you with a notice or other communication by email, the content of the notice or communication may be:

- (a) stated in the body of the email; or
- (b) included as an electronic document attached to the email.

20.4 If we send you a notice or other communication:

- (a) you are taken to have received it by writing to you when it is sent in the ordinary course of the post; or
- (b) you are taken to have received it on the day of delivery by sending it to you directly or leaving it for you; or
- (c) electronically, you are taken to have received it on the day it is transmitted.

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20.5 In addition to the ways set out in these Terms and Conditions, by using any form authorised or allowed by any relevant law, we may provide you with a notice or other correspondence. If we are forced to use a specific method by a law, we will do so.

## **21 Governing law**

24.1 The Terms and Conditions between you and the Issuer shall be governed by the laws of Victoria, Australia and any legal problems relating to the Terms and Conditions shall be determined according to those laws.

24.2 In order to hear and determine any disputes or legal issues relating to these Terms and Conditions, you submit to the non-exclusive jurisdiction of the courts of Victoria.

Updated: Dec 2022.



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# Unee Virtual Gift Card

## Terms and Conditions

IMPORTANT – PLEASE READ CAREFULLY; BE SURE TO PROVIDE THE GIFT CARD RECIPIENT THIS CARDHOLDER AGREEMENT.

**This Cardholder Agreement (“Agreement”) constitutes the agreement between you and Daytek Capital Pty Ltd ABN 61635305789 AFSL/ACL No. 520785. (“Issuer”). The terms and conditions govern the use of your Unee Gift Card (“Card”) and apply to all transactions involving the use of your Card or the Card details.**

### 1. Definitions

**AFSL** means Australian financial services licence.

**App** means the Unee digital application named ‘Unee App’

**Automated Teller Machine** means ATM.

**Card** means the Unee Gift Card to be issued by the Issuer.

**Card Account** means the account for the balance on your Card.

**Card Details** means any or all of the following: the card number stated on the front of the Card, the expiry date stated on the front of the Card, and the CVV stated on the back of the Card.

**Card Value** means the positive Value recorded by the Issuer as being available for transactions using the Card.

**CVV** means Card Verification Value.

**Issuer, we, us or our** means Daytek Capital Pty Ltd ABN 61 635 305 789, AFSL no. 520785.

**POS** means Point of Sale.

**Terms and Conditions** mean the terms and conditions that govern the use of the Card and apply as an agreement between you and the Issuer.

**Unee** means Unee Pty Ltd ACN 656 726 715.

**UnionPay** means UnionPay International Co. Ltd.

**You or Your** means the person who uses a Card purchased from us (and may be the purchaser, or a person who has received the Card as a gift).

### 2. Understanding these Terms and Conditions

- 1.1 All amounts of money specified in these Terms and Conditions are in Australian dollars unless otherwise specified.
- 1.2 References to days, times or periods of time in these Terms and Conditions are to be read in Australian Eastern Standard Time.
- 1.3 These Terms and Conditions govern the use of the Card.
- 1.4 You agree to be bound by these Terms and Conditions by any action relating to the Card, including but not limited to:

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- (a) purchasing the Card;
  - (b) signing the back of the Card;
  - (c) using the Card; or
  - (d) activating the Card.

## **2. Issuing of Cards**

- 2.1 The Card is issued by the Issuer and distributed and promoted by Unee.
- 2.2 The Card is a prepaid card, and your starting Card Value will be determined at the time the Card is purchased.
- 2.3 The Card will remain the property of the Issuer and must be surrendered upon demand, it is non-transferable and it may be cancelled, repossessed, or revoked at any time without prior notice, subject to applicable law.
- 2.4 The Card is not a credit card nor a charge card, and will not enhance your credit rating.
- 2.5 You will not receive any interest, and there is no interest payable to you on your Card Value.
- 2.6 The Card Value does not amount to a deposit with the Issuer, or an investment in, any other parties involved in the Card.
- 2.6 The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes.
- 2.7 We reserve the right to refuse an application at our sole discretion on any lawful grounds.
- 2.8 We may refuse to process any transaction that we believe may violate the terms of these Terms and Conditions or any applicable laws.

## **3. Activation and expiry**

- 3.1 You will use the Redeem Code to activate the Card in the App.
- 3.2 Follow instructions in the App to enter and verify the Redeem Code. Your virtual Card will be successfully redeemed and activated.

- 3.3 Your Card will expire no sooner than thirty-six (36) months from the date of card activation.
- 3.4 You can use the Card until it has expired, after which any remaining Card Value will be forfeited.

## **4. No Top-ups; No Cash Access; No Refunds.**

- 4.1 You cannot use your Card to obtain cash from an ATM, POS device, or by any other means.
- 4.2 The Card itself may not be returned to any merchant for a refund, except where required by applicable law.

## **5. Loading your card**

Additional funds may not be added to your card, called "value loading". Your Card is non-reloadable. You will have access to the amount of your Card Value immediately

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after activation.

## 6. Use of the Card

- 6.1 The Card can only be used to make electronic payments, and cannot be used for manual (non-electronic) transactions.
- 6.2 You may use your Card to purchase goods or services at any retailer, store or merchant at which UnionPay cards are accepted as long as you do not exceed the Card value on your Card Account.
- 6.3 Each time you use your Card or Card Details in a transaction, you authorise us to reduce the Card Value by the amount of the transaction. We may also deduct from the Card Value any amount that you owe us including fees payable under these Terms and Conditions
- 6.4 You are not allowed to spend more than the Card Value through an individual transaction or a series of transactions.
- 6.5 For security reasons, we may limit the amount or number of transactions you can make on your Card.
- 6.6 You may not make pre-authorised recurring or instalment payments using your Card.
- 6.7 Your Card cannot be used for any of the following transaction, payments or transfers:
  - (a) a transaction involving ordering goods or services via telephone, correspondence or email (**Mail Orders or Telephone Orders**);
  - (b) a transaction that is initiated during a flight (eg an aeroplane flight) where the flight attendant initiates the transaction by collecting payment information from a consumer (**In-Flight Commerce**);
  - (c) a transaction where a tax is recollected by a tax refund company from a person who has bought goods/services and has had the tax exempted or refunded but fails to leave a country within a given time or to submit tax refund receipts as required (**Tax Recollections**);
  - (d) a transaction where a single purchase is billed to a card or an account in multiple segments over a certain period of time (**Instalment Payments**);
  - (e) any transactions involving a remittance of money from one country, region or jurisdiction to another country, region or jurisdiction (**Remittances**);
  - (f) any transfer of funds from the Card (or deducted from the Card Value) to another account (**Primary Credit Transactions**);
  - (g) a refund enabling a value-added tax or consumption tax at a duty-free store to be returned with applicable laws and regulations after a person leaves a country or region (**Tax Refunds**);
  - (h) any refund of a transaction amount as part of a rewards scheme (**Cash Rebates**);
  - (m) any payment made to an application installed on your smart mobile device (**Mobile "in-app" Payments**).
- 6.9 Certain businesses may not accept the Card as a means of pre-authorising expenditure.

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- 6.10 Businesses that accept the Card as a means of pre-authorising expenditure (which may be (but will not be limited to) restaurants, hotels or car rentals) may seek pre-authorisation for the purchase amount plus any additional amount (which may be equal to a percentage of the purchase amount) to ensure there is sufficient Card Value available to cover tips or incidental expenses incurred. Until the merchant sends us the final payment amount of your purchase, you will not have access to that part your Card Value represented by the pre-authorized amount. For that period there is a “hold” on your Card Value and it may take up to thirty (30) days for the hold to be removed or up to sixty (60) days for car rental transactions.
- 6.11 You do not have the right to stop payment of any transaction effected by use of your Card or Card Details.
- 6.12 If you authorise a transaction and then fail to make a purchase of that item as planned, there may be a “hold” on your Card Value for the amount of the transaction for up to thirty (30) days.
- 6.13 You may not use your Card for online gambling or any illegal transactions. You must comply with all relevant laws and regulations (including any foreign exchange controls) in respect of the Card in the country of purchase and/or use. 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 Australia or in any other country;
  - (b) may directly or indirectly involve the proceeds of, or be applied for the purposes of, any unlawful conduct.

## **7. How to use your Card**

- 7.1
- 1 Open you Unee App on your mobile device.
  - 2 Navigate the gift card list in the App and select the gift card you wish to use.
  - 3 Tap on the gift card to open it and click the ‘SHOW” button to view the gift card details.
  - 4 Present the gift card details to the merchant when making your purchase.
- 7.2 The POS devices used by a retailer, merchant or store are not owned or operated by the Issuer or Unee, and neither the Issuer nor Unee are responsible for ensuring that a retailer, merchant or store will accept the Card.

## **8. Returns and Refunds**

- 8.1 We are not responsible if a retailer, merchant or store refuses to accept a Card or refuses to exchange goods or provide a refund.
- 8.2 The exchange or return of merchandise purchased in whole or in part with the Card will be governed by the procedures and policies of each merchant and applicable law.
- 8.3 If a merchant agrees to provide you with a refund in respect of goods or services obtained with your Card, you agree to accept a credit to your Card Account for such refund.

## **9 Card Replacement**

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9.1 We will not replace your Card for any reasons except where required by applicable law.

## 10 Transactions Made in Foreign Currencies

10.1 Transactions made in foreign currencies (any currency other than Australian dollars) are converted into Australian dollars before they are deducted from the Card Value.

10.2 Any such transaction will also be subject to a foreign currency transaction service fee in the amount of 2.5% of the total amount of the transaction.

10.3 Any such transaction will also be subject to a foreign currency exchange rate markup in the amount of 0.3% of the total amount of the transaction.

## 11 Card Account Balance/Transaction History

11.1 You are responsible for keeping track of your Card Value.

11.2 Retailers, stores or merchants generally will not be able to determine your Card Value and you should know your Card Value before making any transaction.

11.3 Details of your current Card Value and of your transactions are available on the App

11.4 A copy of your transaction history can be available free of charge in the App. You will not be sent paper statements in respect of your Card Account.

## 12 Fees

12.1 The Card is subject to the fees in the table below.

12.2 The activation fees listed in the table are the maximum activation fees per Card (according to its denominated value) payable by the purchaser at the time of purchase. The activation fee actually charged in connection with the sale of a Card may be less than the amount in the table and will depend upon the place of Card purchase.

Card Activation Fee	3% of the Card Value and a minimum of \$3 applies
Foreign currency transaction fee	2.5%
Foreign currency exchange markup	0.3%

## 13 Amendment and Cancellation

13.1 At our discretion, we may amend or change these Terms and Conditions (including adding new fees, changes in fees or limitations and the services we offer) by giving you 30 days' notice, and the amended Terms and Conditions on our website at [giftcard.uneec.com.au](http://giftcard.uneec.com.au). See clause 17 below for details of how we will communicate with you.

13.2 The current Terms and Conditions is available at [giftcard.uneec.com.au](http://giftcard.uneec.com.au).

## 14 Disputes and Complaints

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- 14.1 Your ability to raise a dispute or complaint expires on the date of the expiry of the Card, after which our ability to dispute a transaction on your behalf is lost.
- 14.2 We may not be responsible for any loss to you where it can be shown that there was an unreasonable delay in you notifying us of a transaction you wish to dispute.
- 14.3 If you have reason to believe that an error has occurred in relation to your Card, you should contact us by emailing [contact@daytek-capital.com.au](mailto:contact@daytek-capital.com.au).
- 14.4 Any complaints about goods or services purchased with a Card must be resolved directly with the relevant Participating Retailer.

## **15 Privacy and Confidentiality**

- 15.1 By purchasing and/or using the Card, you agree to the collection, use and disclosure of your personal information under these Terms and Conditions by the Issuer and Unee.
- 15.2 We may collect personal information about you to verify your address for Internet purchases.
- 15.3 We may also collect personal information in the event you raise a dispute with us regarding a transaction, in which case certain personal information may be collected and used for the purpose of resolving your dispute. This information may be disclosed to our contractors and to other service providers some of whom may be outside Australia.
- 15.4 You agree that from time to time, without further notice to you, we may monitor and/or record telephone calls and electronic communications between you and us to assure the quality of our customer service or as required by applicable law.
- 15.5 We may disclose information to third parties about your Card or the transactions you make:
- (a) where it is necessary or helpful for completing transactions;
  - (b) in order to verify the existence and condition of your Card for a third party, such as a merchant;
  - (c) to utilise the services of third parties and affiliate entities who assist us in providing the Card and related services;
  - (d) in order to comply with a government agency, court order, or other legal or administrative reporting requirements;
  - (e) if you consent by giving us your written permission;
  - (f) if you owe us money or there are legal proceedings in connection with your Card, in which case information may be relayed to attorneys, accountants, collection bureaus, financial institutions, and others involved in collection, adjustment, settlement or reporting;
  - (g) in order to prevent, investigate or report possible illegal activity;
  - (h) in order to issue authorisations for transactions on the Card;
  - (i) as permitted by applicable law;
  - (j) to our employees, auditors, affiliates, parent and subsidiary companies, service providers, or attorneys as needed; or
  - (k) otherwise as necessary to fulfil our obligations under these Terms and Conditions.

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15.6 For more information on how we may collect, use or disclose your personal information, see our Privacy Policy which you can access at this link [https://unee.com.au/wp-content/uploads/2022/12/Unee\\_Privacy.pdf](https://unee.com.au/wp-content/uploads/2022/12/Unee_Privacy.pdf).

## **16 Customer Service**

For customer service or additional information regarding your Card, please contact us at: Unee UnionPay Gift Card Customer Service [contact@daytek-capital.com.au](mailto:contact@daytek-capital.com.au). Customer Service team are available to answer your inquiries eight (8) hours a day, five (5) days a week from 9a.m to 5p.m.

## **17 Communications**

20.1 You accept that under or in accordance with these Terms and Conditions, we can send you written notices or other correspondence either:

- (a) by writing to you at your last known residential or postal address;
- (b) by sending it to you directly or leaving it at your last known residential or postal address;
- (c) by electronic correspondence to your last known email address or fax number or which you last sent us to give us notes and communications to you; or
- (d) by publishing a notice in a newspaper circulated nationally in Australia or posting it on the website if the notice or communication is not personal to you.

20.2 For the purposes of providing you with details relating to your Card:

- (a) we may notify you by electronic communication;
- (b) you are entitled to change your nominated email address, cell phone or fax number;
- (c) you have the right to obtain the information electronically (a charge may apply for the provision of paper communications); and
- (d) if you request a paper copy of the information provided electronically within 6 months of the electronic communication being given, you will be provided with a paper copy.

20.3 If we provide you with a notice or other communication by email, the content of the notice or communication may be:

- (a) stated in the body of the email; or
- (b) included as an electronic document attached to the email.

20.4 If we send you a notice or other communication:

- (a) you are taken to have received it by writing to you when it is sent in the ordinary course of the post; or
- (b) you are taken to have received it on the day of delivery by sending it to you directly or leaving it for you; or
- (c) electronically, you are taken to have received it on the day it is transmitted.

20.5 In addition to the ways set out in these Terms and Conditions, by using any form authorised or allowed by any relevant law, we may provide you with a notice or other correspondence. If we are forced to use a specific method by a law, we will do so.

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**21 Governing law**

24.1 The Terms and Conditions between you and the Issuer shall be governed by the laws of Victoria, Australia and any legal problems relating to the Terms and Conditions shall be determined according to those laws.

24.2 In order to hear and determine any disputes or legal issues relating to these Terms and Conditions, you submit to the non-exclusive jurisdiction of the courts of Victoria.

Updated: April 2023