

GiftStation.com.au Terms & Conditions

1. General Information. Welcome to GiftStation.com.au, operated by epay Australia Pty Ltd (ACN 093 566 057, AFSL no. 547020) ("epay Australia," "we," "us," "our"). Our platform allows users to purchase and send physical and virtual gift cards, codes, and vouchers (collectively referred to as "Gift Cards") in partnership with participating third-party retailers. By accessing our services, you acknowledge and agree to these Terms & Conditions ("Terms"), as well as our Privacy Policy. If you do not accept these Terms, please refrain from using our services. If you purchase a Giftzzy gift card using GiftStation.com.au you should also refer to the Giftzzy Card Terms and Conditions, which sets out the terms and conditions of your use of the Giftzzy gift card.

2. User Eligibility. Purchasers of a Gift Card in Australia who are not at least 18 years of age should refer to the terms and conditions of the relevant retailer who issues the Gift Card to determine whether they are eligible to purchase the Gift Card.

3. Stored Value: Gift Cards are prepaid and cannot be reloaded. You are pre-paying for the right to purchase goods and services from participating retailers.

4. Acceptance of these Terms. By purchasing or using a Gift Card, you unconditionally agree to be bound by these Terms. You are required to comply with them at all times. Any failure to do so will constitute a breach, and we reserve the right to suspend or terminate your access to the Gift Card and related services without notice.

5. Terms Updates. We reserve the right to amend, update or modify these Terms at any time at our sole discretion. Any such changes will be communicated by posting an updated version on our website, GiftStation.com.au. Where practicable, we will provide at least fourteen (14) days' notice before changes take effect; however, we may implement changes with shorter notice or immediately where necessary, including for security, compliance, or operational reasons. It is your responsibility to review the website regularly for updates. Your continued use of the platform after any updates implies acceptance of the revised Terms. If you disagree with any changes, you must stop using the services immediately. Changes will not apply retrospectively unless required for compliance with legal or regulatory requirements.

6. Overview of GiftStation Services

GiftStation.com.au offers:

- A digital Gift Card marketplace, offering both physical and virtual gift cards (subject to availability from time to time). Virtual Cards can be stored as a download in a digital wallet.
- A web-based platform for sending personalized eGreetings with virtual Gift Cards.

Access to the platform is free.

To purchase a Gift Card, you must establish an account on GiftStation.com.au and use an approved payment method (e.g., VISA, MasterCard).

Payments are securely processed via a third-party, PCI-compliant payment provider.

GiftStation.com.au does not store or retain credit card details.

7. Account Registration & Security

To use our services, you must create an account and:

- Provide a valid email address and phone number.
- Set a strong, unique password.
- Ensure all information is accurate and up to date.
- Keep your login details secure and confidential.

- Notify us immediately if you suspect unauthorized account access.

epay Australia reserves the right to suspend or terminate accounts found to contain false, misleading, or fraudulent information or involved in unlawful activities.

You agree to provide current, complete and accurate information for all purchases made at or through GiftStation.com.au, including payments for Gift Cards processed by third party payment providers.

8. Protecting Your Gift Cards

- Treat Gift Cards like cash—if lost, stolen, or misused, we cannot recover or refund balances.
- Once a Gift Card is redeemed, it cannot be reused.

9. Privacy Policy. Your privacy is important to us. For details on how we collect, process and or store your personal information, please review our Privacy Policy, available on our website at GiftStation.com.au. Our Privacy Policy outlines how we collect, store, and use your personal information:

- **Collection:** We collect personal information such as your name, email address, phone number, and payment details when you create an account or make a purchase.
- **Storage:** Your data is stored securely using encryption and other security measures to prevent unauthorized access.
- **Usage:** We use your data to process transactions, provide customer support, and improve our services. We do not sell your personal information to third parties.

10. Availability, Pricing & Usage

- We reserve the right to add or remove Gift Cards from GiftStation.com.au at any time, or to modify or discontinue GiftStation.com.au, without advance notice and without liability to us.
- Gift Cards are non-reloadable and may be subject to availability.
- Prices may change without notice; the price displayed at the time of purchase is final.
- Gift Cards are primarily valid within Australia, but some may be eligible for international use (check the retailer's terms).
- Gift Cards cannot be resold.
- epay Australia does not guarantee, represent or warrant that your use of our services will be uninterrupted, timely, secure or error-free. You agree that from time to time we may remove the services for indefinite periods of time or cancel the service at any time, without notice to you.
- You expressly agree that your use of, or inability to use, the services is at your sole risk. To the fullest extent permitted by law, the services and all Gift Cards delivered to you through the services are (except as expressly stated by us) provided "as is" and "as available" for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

11. Gift Card Expiry & Redemption

- All Gift Cards have a minimum three years' expiry period. Expiry dates are stated on each Gift Card—it is your responsibility to redeem them before expiration.
- Gift Cards are not redeemable for cash.

- Each Gift Card purchase is processed separately, even if you buy multiple Gift Cards from the same retailer.

12. Lost or Misused Gift Cards

- If a Gift Card is lost, stolen, or used without permission, epay Australia is not liable. You should also notify us immediately by calling our customer support team as we may be able to arrange for a hold to be placed on your Gift Card or have a replaced Gift Card issued. If the balance remains unchanged, contact us for potential assistance.

13. Retailer Terms & Liability

- Gift Cards (except Giftzzy gift cards) are issued by third-party retailers and not by us, and their terms and conditions apply in addition to these Terms.
- You should check with retailers before purchasing a Gift Card if you are unsure of where or how a Gift Card can be redeemed with the relevant retailer. epay Australia it is not responsible if any Gift Card is not accepted at a retailer through no fault of epay Australia. epay Australia is not responsible for the terms and conditions of any retailer in connection with the availability or use of a Gift Card.
- epay Australia has no obligation to resolve any dispute between you and any retailer. epay Australia has no liability for the sale of products or services provided to you by a retailer. epay Australia is released from any liabilities arising from or relating to the retailer once a Gift Card is purchased.

If a retailer refuses to redeem a Gift Card due to insolvency or other reasons through no fault of epay Australia, epay Australia bears no liability. epay Australia is not responsible if any Gift Card is not accepted at a retailer through no fault of epay Australia.

13. Recommended Retailer Gift Cards

- Some Gift Cards can be redeemed for a different participating retailer's Gift Card.
- The expiration date is displayed at purchase—once expired, they cannot be used.

14. Purchasing & Sending Gift Cards

Purchasing Limits:

- epay Australia reserves the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same account, the same credit card, and/or orders that use the same billing and/or email address.
- epay Australia reserves the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

Delivery & Errors:

- Virtual Gift Cards are securely delivered to your registered email.
- If a virtual Gift Card is not received, check the spam/junk folder.
- If a virtual Gift Card is sent to the wrong email, contact customer support immediately:
 - If the Gift Card has not been accessed, we may be able to redirect it.
 - epay AU will not be liable for delivery errors resulting from incorrect or incomplete email addresses provided by the customer. It is the customer's responsibility to ensure the accuracy of all contact details at the time of purchase.

15. Payments & Refunds

- Payments are securely processed through third-party payment providers.
- GiftStation.com.au does not store financial details or credit card information.
- If payment verification fails, your order may be cancelled or suspended.
- All Gift Card sales are final - refunds/exchanges are not available unless required by law.
- If a card has been partially or fully used, we do not provide refunds.
- We do not provide refunds if you change your mind after purchase or if the Giftzzy Card has been partially or fully used, except where required by law.

16. Prohibited Users & Territories

You may not purchase Gift Cards if:

- You are located in, under the control of, or a resident of a country subject to Australian trade restrictions or sanctions.
- You are listed on an Australian export control or sanctions list.

17. Third-Party Links & Services

- GiftStation.com.au may provide links to third-party websites or services.
- We do not control or endorse third-party content and are not responsible for their privacy policies or terms.
- Use of third-party services is at your own risk.

18. Intellectual Property & Trademarks

- All content on GiftStation.com.au is the intellectual property of epay Australia or its licensors.
- Users may not copy, modify, or commercially exploit any part of the website without permission.
- “GiftStation” and related branding are the registered trademarks.

19. Copyright Complaints & Repeat Infringer Policy

- We may terminate accounts of users repeatedly infringing intellectual property rights.
- If you believe content on GiftStation.com.au infringes on copyright, you can submit a formal complaint [here](#).
- Knowingly misrepresenting a copyright claim may result in legal and financial liability.

20. Dispute Resolution Processes. We aim to resolve complaints or disputes about our financial services relating to the issue of a Card quickly and fairly:

- Initial Contact: If you have a complaint or dispute, contact our customer service team via email. We will acknowledge your complaint or dispute within one business day of receiving it or as soon as practicable.
- Resolution: We will seek to resolve your concern or complaint as soon as possible and in any event we will respond to you within 30 calendar days of receiving your complaint.
- AFCA: If you are not satisfied with the response we give you to resolve your concern or complaint, you can lodge a complaint with the Australian Financial Complaints Authority (“AFCA”), the external

dispute resolution scheme of which we are a member. AFCA provides fair and independent financial services complaint resolution that is free to consumers. You can contact AFCA by:

- calling 1800 931 678 (free call);
- emailing info@afca.org.au; or
- post to Australian Financial Complaints Authority Limited, GPO Box 3, Melbourne, VIC 3001

AFCA also has an online complaints form: <https://www.afca.org.au/about-afca/contact-us/>

You can choose to take your complaint directly to AFCA. Please note that in some circumstances AFCA may refer your complaint back to us.

21. Cancellation and Refund/Return Policy. Our policy on cancellations and refunds is as follows:

- Cancellation: We may cancel a Gift Card if it is used for an illegal, fraudulent or unauthorized purpose.
- Refunds: Refunds are generally not available unless required by law. If a Gift Card is faulty or not as described, you may be entitled to a replacement or refund. Contact customer service for assistance.

22. Customer Service Contact. For any inquiries or support, you can reach our customer service team:

Email: epayausgsquery@epayworldwide.com.au

23. Transaction Currency. All transactions on GiftStation.com.au are conducted in Australian dollars (AUD).

24. Export Restrictions. Certain Gift Cards may have export restrictions. Please review the retailer's terms for any limitations on international use.

25. Delivery Policy. Our delivery policy ensures timely and secure delivery of virtual Gift Cards:

- Email Delivery: Virtual Gift Cards are delivered to your registered email address. Check your spam/junk folder if not received.
- Delivery Timeframe: Most virtual Gift Cards are delivered within minutes of purchase. In rare cases, delivery may take up to 24 hours.

26. Our location. epay Australia is based in Australia. Our registered address is Level 13, 333 Kent St, Sydney NSW 2000.

27. Payment Scheme Brand Marks. We accept the following payment methods:

- VISA
- MasterCard
- American Express

28. Jurisdiction. These Terms are only enforceable and applicable to customer who has purchased, or been gifted a Gift Card, in Australia. These Terms governed by the laws of the state of New South Wales. In relation to any grievances, issues, obligations and remedies, epay Australia, you and all other person irrevocably and unconditionally submit to the non-exclusive jurisdiction of the courts of the state of New South Wales including, for the avoidance of doubt, the Federal Court of Australia sitting in the state of New South Wales.

29. Assignment of rights. epay Australia reserves the right to assign or transfer any of its rights or obligations under these Terms to another party, provided that the receiving party agrees to uphold the same obligations. If such an assignment occurs, we will notify customers through an update on GiftStation.com.au. You are not permitted to assign or transfer your rights or obligations under these Terms to any other person. By purchasing and using a Gift Card, you agree to be bound by these Terms personally.

30. Severability. If any provision of these Terms is found to be invalid, unlawful, or unenforceable, that provision will be severed, and the remainder of the Terms will remain fully valid, binding, and enforceable.