

# **MONEY BY AFTERPAY - DAILY ACCOUNT & SAVINGS ACCOUNT**

ACCOUNT TERMS AND CONDITIONS.

Effective as at 8 November 2021



# CONTENTS

| ABOUT THIS DOCUMENT  | 5  |
|--|----|
| MONEY APP  | 7  |
| MONEY APP TERMS AND CONDITIONS   | 7  |
| Getting started  | 7  |
| Keeping Money safe   | 7  |
| Stopping your access to Money  | 7  |
| How you will be contacted  | 7  |
| ABOUT MONEY ACCOUNTS   | 7  |
| MONEY DAILY ACCOUNT AND SAVINGS ACCOUNT  | 7  |
| Daily account  | 7  |
| Savings account  | 8  |
| USING YOUR ACCOUNTS  | 9  |
| All money paid into or taken out of your account will be in Australian dollars.                              | 9  |
| Digital wallets  | 9  |
| Statements   | 10 |
| In-app messaging   | 10 |
| MONEY ACCOUNT FEATURES   | 10 |
| Categorisation of transactions   | 10 |
| Spend Budget   | 10 |
| Roundups   | 10 |
| PAYMENTS   | 10 |
| PayID (when available)   | 11 |
| Direct Debits  | 12 |
| Regular transfers (when available)   | 12 |
| Recurring payments   | 12 |
| Scheduled payments (when available)  | 12 |
| Daily Payment Limits   | 13 |
| Payment Receipts and records   | 13 |
| SECURITY   | 13 |
| Notifying us of loss, theft, or misuse of a card, access code or other code or any unauthorised transactions | 14 |
| OVERDRAWING YOUR ACCOUNTS  | 14 |

| CLOSING YOUR ACCOUNTS  | 14 |
|--|----|
| INACTIVE ACCOUNTS  | 15 |
| UNCLAIMED MONIES   | 15 |
| DEBTS YOU OWE US   | 15 |
| IF WE EXERCISE OUR RIGHTS TO COMBINE ACCOUNTS                    | 16 |
| RESPONSIBILITY FOR UNAUTHORISED TRANSACTIONS                     | 16 |
| UNAUTHORISED TRANSACTIONS  | 16 |
| MISTAKEN INTERNET PAYMENTS                                       | 17 |
| Mistaken internet payments made by you                           | 17 |
| Mistaken internet payments made to you                           | 19 |
| UNDERSTANDING YOUR MASTERCARD DEBIT CARD                         | 19 |
| USING YOUR MASTERCARD DEBIT CARD                                 | 19 |
| YOUR CARD AND PIN  | 20 |
| CARD VALIDITY AND EXPIRY   | 20 |
| DAILY TRANSACTION AND WITHDRAWAL LIMITS                          | 20 |
| CARD CANCELLATION  | 20 |
| CARD REISSUE   | 21 |
| WITHDRAWALS AT OTHER INSTITUTIONS                                | 21 |
| OVERSEAS TRANSACTIONS  | 21 |
| HOW MASTERCARD PROCESSES TRANSACTIONS                            | 21 |
| WHAT TO DO IF YOU WANT TO DISPUTE A MASTERCARD DEBIT TRANSACTION | 22 |
| RECEIPTS   | 22 |
| STOPPING YOUR CARD   | 22 |
| AUTHORISING MASTERCARD DEBIT TRANSACTIONS                        | 22 |
| PROTECTING YOUR CARD   | 23 |
| LOST OR STOLEN CARD, PIN OR OTHER CODE WHEN OVERSEAS             | 23 |
| BPAY   | 23 |
| BPAY TERMS AND CONDITIONS  | 23 |
| BPAY SCHEME  | 23 |
| BPAY PAYMENTS  | 23 |
| MAKING A PAYMENT   | 24 |

| BPAY PAYMENT CUT-OFF TIMES  | 24 |
|---|----|
| SCHEDULED BPAY PAYMENTS   | 25 |
| STOPPING OR ALTERING PAYMENTS                                     | 25 |
| LIABILITY FOR BPAY PAYMENTS                                       | 25 |
| MISTAKEN BPAY PAYMENTS  | 25 |
| UNAUTHORISED BPAY PAYMENTS  | 26 |
| FRAUD   | 26 |
| CONSEQUENTIAL LOSS  | 26 |
| PRIVACY   | 27 |
| CHANGES TO TERMS AND CONDITIONS                                   | 27 |
| Changes we can make   | 27 |
| OTHER MATTERS   | 29 |
| The Banking Code of Practice                                      | 29 |
| The ePayments Code  | 29 |
| Changes to your details   | 29 |
| Privacy and confidentiality                                       | 30 |
| Open Banking – Consumer Data Right                                | 30 |
| Foreign Tax Residents   | 30 |
| The amounts we pay our staff                                      | 30 |
| The amounts we pay Afterpay                                       | 30 |
| Notices and communications  | 30 |
| Anti-Money Laundering and Counter-Terrorism Financing Obligations | 30 |
| Australian Government Financial Claims Scheme                     | 31 |
| Taxation  | 31 |
| Feedback and Complaints   | 31 |
| DEFINITIONS   | 32 |

#### A. ABOUT THIS DOCUMENT

This document sets out the terms and conditions for the Money by Afterpay Daily Account (daily account) and Money by Afterpay Savings Account (savings account) and payment facilities (collectively, the Money accounts), accessible through the Money app (Money).

Westpac and Afterpay have entered into an arrangement for Afterpay to govern the distribution of your Products. You will access the accounts via the Money app, which is provided and managed by Afterpay. The Money app lets you apply for the Money accounts, keep track of your spending in your accounts, and make payments. You will need to separately read and accept the Money app terms and conditions before you can register for the app and apply to open a daily account or savings account.

The daily account and savings account, Debit Mastercard and payment facilities (Products) are issued by Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714 (Westpac). Westpac is located at 275 Kent Street, Sydney, NSW 2000, Australia. A reference to "we", "us" or "our" in the document means Westpac.

Afterpay Australia Pty Limited ABN 15 169 342 947 AFSL 527911 (Afterpay) is the owner of the Money by Afterpay app, and Afterpay distributes and provides general financial product advice in relation to the Products.

If you can access other accounts or services issued or distributed by Afterpay in the Money app, you'll be provided the relevant terms and conditions for those accounts or services when you apply for them.

Do you have questions?

- check out the FAQs in the Money app;
- message us through the Money app (usual hours Monday to Friday 8am to 6pm AEST time);
- visit www.moneybyafterpay.com

To report suspected unauthorised access or a security breach to an account or access code please notify us through the Money app or call us on 1300 150 943 (24 hours, 7 days a week). If you are overseas, please call +61 2 9155 7560.

All times quoted in this document are AEST time, unless otherwise stated.

It is important that you read and understand these terms and conditions. The full terms and conditions will apply if there is any inconsistency with the information below. However, please be aware of the following terms in particular:

- Under clause C7, if we allow you to overdraw your account, you have 45 days to repay that amount and return that account to a positive balance.
- Under clause C8, we can close accounts or refuse to accept money coming in or going out of your account for a number of reasons, including where you are using the accounts for a business purpose.
- Under clause C11, we may transfer money kept in your daily account or your savings account to clear debts that you owe us in respect of your other Money accounts. If we do this, the balance of the account from which we have transferred the money will reduce by the amount used for this purpose.
- Under clause D1, you (rather than we) will be responsible for actual losses from an unauthorised transaction in some situations, eg where you have engaged in fraud or where you haven't sufficiently protected your device or codes.
- Under clause E5, we may cancel your card at any time, to protect you or us from fraud or other losses, to manage regulatory risk, or for any other reason determined by us acting reasonably. We can also cancel your card by providing you with 30 days' notice, which may be provided by Afterpay.
- Under clause F12, we're not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme unless an exception applies (eg the loss is due to our negligence).
- Under clause G1, we can make changes to these terms, including to introduce new fees or charges, or change the way that interest is calculated or paid.
- As set out in our Privacy Notice and Privacy Policy, we may disclose your personal information to other parties. As set out in clause C5, for NPP/Osko payments, your personal information may be disclosed by, and to, NPP participants and providers of NPP services and their service providers.

### B. MONEY APP

### 1. MONEY APP TERMS AND CONDITIONS

# Getting started

Before you can open a daily account or savings account, you must register for the Money app in your name.

If you are an individual, you can register by downloading the app from the App Store or Google Play (when available) onto your eligible mobile device (device) in Australia and follow the instructions on how to get started and open your accounts. You must have a valid Afterpay Buy Now Pay Later account and have entered these details in the Money app to register.

# Keeping Money safe

When you register for Money, you will be given an opportunity to select a passcode and choose to use biometric information such as the fingerprint or facial data you store on your device, to access Money.

If you wish to use biometric information, you should ensure that only your biometric information is stored on your device. Each time your device registers a use of biometric information to authorise any transactions through Money, we will take it that you have instructed us to perform those transactions.

It's your responsibility to ensure your device is working properly, your device is kept up to date with the latest software and version of Money, your device is kept safe and secure and not left unattended when signed into Money, and your passcode is kept secure.

# Stopping your access to Money

We can suspend or terminate your use of Money without giving you notice where we reasonably believe your access should be suspended or terminated. This includes where we believe that there is a risk of fraud or a security breach or where you have not accessed Money for a period of 6 months or more.

# How you will be contacted

Afterpay will usually send information to you by email or to your device via push notifications or through in-app messaging. In some instances, notifications may not reach your device due to the requirements or limitations of your device, communications network or system outages, or other factors beyond our control (such as your internet connection) may also delay or affect delivery and receipt of notifications. We may also contact you directly in relation to your account if required.

### C. ABOUT MONEY ACCOUNTS

# 1. MONEY DAILY ACCOUNT AND SAVINGS ACCOUNT

## Daily account

An account for everyday payments, transfers and purchases. Key features are:

- no minimum balance to open
- no set up fees

- no monthly fees
- a linked Debit Mastercard
- ability to make payments including through supported Digital Wallets

The daily account does not earn any interest. As part of your application for a daily account, you request to be issued with a Debit Mastercard that is attached to the account. You can only have one Debit Mastercard attached to your daily account.

Daily payment limits apply to your account and are covered in Section 6.

# Savings account

The savings account (also called a "savings goal" or just "goal" in the Money app) is an account for putting money aside and pays you interest, which is calculated daily by applying the interest rate applicable on that day to the closing balance of your account and paid into your account on the 1st day of the next month after interest has been earned. Interest rates may change from time to time - the current interest rate can be found on Money by Afterpay's website. The interest you are entitled to earn is subject to a cap of balances up to \$50,000. The cap is based on the combined balances across all of your Money by Afterpay savings accounts. For example, if you have a closing balance of \$25,000 in one savings account and \$40,000 in another savings account, the interest you are entitled to earn is calculated based on closing balances capped at \$50,000.

To open or hold a savings account, you must have a daily account. Your savings account can only make transfers to your daily account and can accept deposits using the BSB and Account Number from any account. You can hold a maximum of 15 savings accounts in your name.

There are no set-up or ongoing fees for either the daily account and savings account.

# 2. OPENING ACCOUNTS

In addition to having an eligible Afterpay Buy Now Pay Later account, to open an account, you (being an individual) must:

- have downloaded your Money app from the App store or Google Play (when available), including having read and accepted the Money app terms and conditions;
- be an Australian resident who is at least 18 years old;
- have an Australian residential address;
- have an Australian mobile number and a valid email address;
- · meet any other reasonable eligibility requirements; and
- supply certain documents to us to prove your eligibility (if requested).

You will also need to have a daily account to open and hold a savings account.

We can't open accounts in joint names or with account signatories or under a Power of Attorney. In circumstances where an existing account is later required to be operated by a nominated third party representative, please refer to section 9.

When you open an account for the first time, we are required to identify you to help us comply with the Anti-Money Laundering and Counter-Terrorism Financing Act 2006.

#### 3. TAX FILE NUMBERS

At the time of opening an account that earns interest, you will be asked to confirm if you are a tax resident outside of Australia.

You'll be asked to provide your Tax File Number (TFN) or exemption or to confirm their application when opening savings account(s). We are authorised under the Income Tax Assessment Act 1936 to collect TFNs of account holders. It's not compulsory to provide a TFN in relation to an account, but if you choose not to provide your TFN, we may be required by law to deduct tax at the highest marginal tax rate plus the Medicare Levy from interest earned on the account.

If you are exempt from providing a TFN, let us know the type of exemption applicable to the account so that we will not deduct tax from interest earned on the account.

We are required to report details of interest/dividend income earned, withholding tax deducted and TFNs and exemptions provided on an account, to the Australian Taxation Office. The collection of TFNs and their use and disclosure are strictly regulated by the Privacy Act 1988.

### 4. USING YOUR ACCOUNTS

You can access your accounts through the Money app on your device.

Depending on the features of your account, you can:

- Set up roundups to help you save money;
- Tag and categorise your transactions to track your spending;
- Set savings targets and spend budgets to help manage your money;
- See all your Money accounts in one place;
- Access your money using a card, including through a digital wallet;
- Transfer money between accounts (savings accounts can transfer only to the daily account);
- Make payments to other accounts in Australia (savings accounts can transfer only to the daily account);
- Make bill payments using BPAY;
- Receive notifications when your account statements are available and view your statements in the app;
- View and dispute transactions.

All money paid into or taken out of your account will be in Australian dollars.

#### Digital wallets

You are able to add your card to and use the following digital wallets: Apple Pay, Google Pay and Samsung Pay (when available)

By adding your card to a digital wallet, you agree to the terms and conditions relevant to the digital wallet which are presented at the time you add the card to the wallet and can be found on Money by Afterpay's website.

### Statements

You'll receive electronic statements for your accounts every month, which can be accessed via the Money app at any time. While you have Money, you can view up to 7 years' worth of statements through the app. If you no longer have Money, you will need to contact us.

It's important that you review your statement and if you believe there is anything wrong, please contact us through the Money app. If you find anything suspicious, please call us on 1300 150 943.

# In-app messaging

You can contact us through our in-app messaging in the Money app. We will be able to help you with any questions you might have about your banking, payments, card enquiries and you can provide us with feedback or make a complaint about your account.

### 5. MONEY ACCOUNT FEATURES

# Categorisation of transactions

You can categorise the transactions in your accounts to view your spending habits and to help with budgeting. You can also tag individual transactions and view and filter them by the tags you give them.

# Spend Budget

The spend budget feature lets you track your spending in your daily account.

### Roundups

Roundups round up your Debit card transactions to the nearest dollar and transfers that amount to your nominated savings account. You can also choose to multiply that amount by 1, 2, 5 or 10. For example, if you choose Roundup with a 1 multiplier and buy a meal for \$17.50, we'll round that up to \$18 and transfer 50 cents into your nominated savings account. If you've chosen a 5 multiplier, we'll transfer \$2.50 to your nominated savings account. We won't process a Roundup if you don't have enough money in your daily Account. If a transaction to which a Roundup has been applied is reversed, the Roundup amount will not be reversed.

#### **6.** PAYMENTS

You can use the Money app to make different types of payments from your daily account, which include:

- Transfers between your Money accounts
- Paying to another account with another financial institution by direct entry or NPP/PayID/Osko (when available)
- Paying your bills using BPAY (when available)
- You can also receive payments to your daily account by using your BSB and account number

You cannot make or receive international payments from your daily account. Your savings account can receive payments using its BSB and account number and can transfer funds to your daily account.

When you are making a payment, it's important that you check you have entered the right account details as we can't check that they are correct. If the receiving financial institution has an account with the details that you have entered, the payment will usually be completed. If the account details don't match to an account, in most cases the payment is returned to you by the receiving financial institution.

If you make a payment in error and it's not returned automatically by the receiving financial institution, it may not be recoverable. For more information on the process for recovering a payment in error refer to Section D (Mistaken internet payments).

Payment instructions received after a cut-off time may not be processed until the next business day or banking day, depending on the payment method. This may be the case even if Money shows a change in account balances after you've told us to make the payment. Different cut-off times apply to different payment methods. For example, the cut-off time for direct entry and BPAY is 7pm Monday to Friday on a business day. If you make a direct entry or BPAY payment after these times or on weekends or national public holidays, your payment will be made on the next business day or banking day as relevant.

We will endeavour to process all instructions initiated through Money promptly but there may be delays that are caused by factors beyond our control that we are not liable for.

When your payment is made via NPP/Osko, you agree to the disclosure and use of your personal information by, and to, NPP participants and providers of NPP services (including other financial institutions, BPAY and NPP Australia Limited) and their service providers, for the purposes of processing and monitoring payments and to meet our obligations including as an NPP participant.

When you receive an NPP/Osko payment it will, in most circumstances, immediately form part of the available balance of your account, even if you receive the NPP/Osko payment after the end of a banking day or on the weekend.

# PayID (when available)

This feature is not available as at the date of these Terms and Conditions. The terms set out under this heading will apply once the feature becomes available.

PayID is a service that lets you make and receive payments by using something that's easy to remember like your email address or your mobile number.

You can create a PayID address in Money and your PayID will be linked to your Money daily account.

A PayID can only be registered with one financial institution and linked to one account only. To transfer an existing PayID to your Money daily account, you need to contact the financial institution where your PayID is currently registered and tell them to transfer your PayID to Money (neither we nor Afterpay can transfer it for you).

It's important that you keep your PayID details up to date and change them in the app, such as where your mobile phone number changes.

If you ask us to transfer, lock or close your PayID at any time, your account will remain linked to your PayID, and your PayID may be used to make and receive payments, until we are able to complete processing your request (including, for transfers, where the other financial institution processes the request). If you have asked us to transfer your PayID to another financial institution, and that financial institution does not process the transfer request within the time frames required under the rules applying to PayID transfers, your transfer request will be cancelled (and your PayID will remain registered with us and linked to your Money daily account).

#### **Direct Debits**

A direct debit is a payment you have authorised a third party to debit your account at set times, by using your BSB and account number.

If you want to cancel a direct debit, we will complete the request on your behalf and forward it to the authorised party.

We can't accept a request to stop a payment made under a direct debit arrangement after we have already debited the payment from your account.

# Regular transfers (when available)

This feature is not available as at the date of these Terms and Conditions. The terms set out under this heading will apply once the feature becomes available.

If you have set up regular automatic payments or regular transfers from your daily account, and you want to cancel or stop those payments or transfers you will need to do so at least one business day before the payment or transfer is scheduled.

# Recurring payments

A recurring payment is a payment that you have authorised a third-party merchant to charge to your daily account (by way of your Debit Mastercard card details) at set times. Unlike direct debits, we can't cancel these types of payments for you, and you'll need to contact the merchant to request to cancel a recurring payment.

Until the third-party merchant accepts your cancellation, they can request us to debit the account linked to your card and we are obliged to process this request.

If the merchant does not comply with your request to cancel the authority, you must provide us with a copy of the correspondence with the merchant and details about the recurring payment (amount when it's due and who the payment is to) to enable us to dispute the relevant transaction(s) on your behalf.

# Scheduled payments (when available)

This feature is not available as at the date of these Terms and Conditions. The terms set out under this heading will apply once the feature becomes available.

You can schedule some payments to be made from your daily account in the Money app up to 12 months in advance as either a one-off payment or a recurring payment.

A scheduled payment may not be able to be made if:

- there is an insufficient balance in the account; or
- the payment will exceed the daily limit for the payment method (if applicable); or
- the payment will exceed your daily payment limit; or

an invalid account is selected.

For recurring scheduled payments, you can cancel or make a change to the amount or date of one of the recurring scheduled payments the day before the payment date. A change to one recurring scheduled payment won't change any other recurring scheduled payments to the same payee or the recurring payment arrangement.

# Daily Payment Limits

There is a maximum amount that you can transfer from your daily account per day, known as your daily payment limit. Merchants and other facility providers (eg. ATM operators, payment processors) may impose additional limits on transactions.

The default daily payment limit is \$10,000 per day for payments. There is a maximum daily cash withdrawal limit of \$2,000 from ATMs and where you use an eftpos terminal to withdraw cash, in Australia or overseas. There is no limit to Debit Mastercard or eftpos purchases you make with your Debit Mastercard, other than the amount of funds in your account. Please contact us if you need to make a payment greater than the daily payment limit. If we increase your daily payment limit when you ask, your liability is also increased to that new payment limit in the case of unauthorised transactions.

The daily payment limit covers the following payment methods:

- · Payments to another bank account
- · BPAY payments
- NPP/Osko

It won't change any other recurring scheduled payments to the same payee or the recurring payment arrangement.

#### Payment Receipts and records

In the Money app, Afterpay will provide you with a unique receipt number each time you make a transaction. If you contact us, have this number handy for questions you have about that transaction.

### 7. SECURITY

We want to help you keep your device, access codes and other codes secure. By following these requirements, you can assist in preventing unauthorised transactions on your accounts.

To protect your access codes and other codes you must:

- Not keep any record of your access codes and other codes on articles liable to loss or theft simultaneously with the device – try to memorise them
- Not tell anyone your access codes or other codes (including a family member or friend)
- Not choose a code which can be easily guessed (e.g. part of the number printed on your card, date of birth, driver's licence number) and try to change it at regular intervals (e.g. every two years)

 Notify us of any disclosure, loss, theft, misuse or breach in the security of your access code or other codes

We do not consider that you have made a reasonable attempt to disguise your access code or other code if you only:

- Record it in reverse order
- · Record it as a series of numbers with any of them marked to indicate the code
- Record the code as a telephone number with the code in its correct sequence anywhere within the telephone number
- Record the code as a telephone number where no other telephone numbers are recorded
- Disguise the code as a date or as an amount

Notifying us of loss, theft, or misuse of a card, access code or other code or any unauthorised transactions

You must notify us immediately if your card or any record of your access code or any other code is lost, stolen or misused, or your security has been breached or you suspect that someone else has been making payments from your account without your permission.

You can notify us through in app messaging or call us on 1300 150 943.

# 8. OVERDRAWING YOUR ACCOUNTS

Please ensure you have enough money in your account before you try to make a payment from that account. If you don't have enough money in your account, your payment may be rejected, although we won't charge you any fees or costs if this occurs.

If we allow you to make a withdrawal or payment transaction that overdraws the available balance of your account, you have 45 days to repay that amount and return that account to a positive balance.

Any deposits into your account will be first applied to the amount by which your account is overdrawn. We may also close your account or take action to recover the amount by which your account is overdrawn.

If you are a recipient of income support payments from Centrelink, we will only seek to recover the funds from you in accordance with the Code of Operation for Centrelink Direct Credit Payments.

If you are receiving government benefits paid into the account and you need access to the payment that has been applied to the overdrawn amount, please contact us through in app messaging to discuss options that may be available.

### 9. CLOSING YOUR ACCOUNTS

You can close your savings account at any time via the Money app. If you close your daily account, you will need to contact us via in-app messaging to start the process. If you close your daily account and also have a savings account (including if you have multiple savings accounts), we will close that account(s) at the same time.

If you are closing an account as the holder of a Power of Attorney or nominated representative, we can close the account and make a one-off transfer to another

account in the customer's name or to an account opened in an appropriate trustee capacity for the customer.

We can also close accounts or refuse to accept money coming in or going out of your account if you have acted in an unsatisfactory manner, you are using your accounts for a business purpose, you no longer meet the relevant eligibility criteria, to protect against fraud or other security reasons, to comply with legislation or instructions from regulators or court orders, or for any other reason we think is appropriate. In most cases, we or Afterpay will notify you before we close your account.

When closing your account, you will need to provide us with an alternative account to which we can pay the amount equal to the balance of the closing account or make other arrangements with you.

If your account is closed, you must destroy any card that is linked to the account. You must also make sure you notify anyone who has an arrangement where they pay money into or take money out of your account and cancel any direct debits, recurring payments, periodical payments or regular transfers either to or from the account to be closed.

If your account balance is in credit, the net closing balance is calculated as follows: credit balance **PLUS** accrued deposit interest that has not yet been credited to your account (if any) **MINUS** accrued fees and government charges up to the closing date that have not yet been charged to your account.

If there are uncleared funds or your accounts are overdrawn, we cannot make available any uncleared funds at the time you request that the accounts be closed, until those funds become cleared. If the accounts have a debit balance, you will need to pay to us the balance up to the closing date.

### **10.** INACTIVE ACCOUNTS

If you do not use your account for a continuous 6-month period or if your account is at a nil balance, we may close your account.

### 11. UNCLAIMED MONIES

If you have not made a deposit or a withdrawal from your account for seven years, we may close your account, and transfer any prescribed money in your account to the government.

We will usually notify you before we close your account, but there may be circumstances where we are not able to (such as where our record of your details are out of date).

You can visit ASIC's website to find out how to recover unclaimed money (although it may take three months or more to recover money that has been transferred to the Commonwealth Government).

### 12. DEBTS YOU OWE US

We may also transfer money kept in your daily account or your savings account to clear debts which you owe us in respect of your other Money accounts. If we do this, the balance of the account from which we have transferred the money will reduce by the amount used for this purpose.

#### 13. IF WE EXERCISE OUR RIGHTS TO COMBINE ACCOUNTS

If we exercise our right to combine Money accounts, we or Afterpay will notify you promptly using the contact details shown in our records.

You agree that you may not set off any amounts we owe you (for example, credit balances in your other accounts) against amounts you owe us.

### D. RESPONSIBILITY FOR UNAUTHORISED TRANSACTIONS

### 1. UNAUTHORISED TRANSACTIONS

Responsibility for any losses resulting from unauthorised transactions made using Money will be determined by us in accordance with the ePayments Code, where that code applies to the transaction. You will not be responsible for losses resulting from unauthorised transactions if:

- it is clear that you have not contributed to the loss; or
- the loss was caused by the fraudulent or negligent conduct of our staff or agents or of companies involved in networking arrangements or providers of goods or services who are linked to the Electronic Funds Transfer system or of their agents or employees; or
- the loss results from a transaction requiring the use of a device or code that occurred before you received the device or code (including a replacement or reissued device or code); or
- the loss occurs after you notify us that the method used to access the device has been misused, lost or stolen or that the security of the passcode or other code used to access the account has been breached; or
- the same transaction was incorrectly debited more than once to the account; or
- electronic transactions were made using an identifier without a code or device;
   or
- electronic transactions were made using a device and not a code, provided you did not unreasonably delay in reporting the loss or theft of the device.

You will be responsible for actual losses from an unauthorised transaction if you:

- have engaged in fraud; or
- have voluntarily disclosed any of your codes to anyone, including a family member or friend; or
- allowed another person's fingerprint or face on your device, or you have shared the device passcode with any other person; or
- have kept a record of a code without making a reasonable attempt to disguise it
  or to prevent unauthorised access to and where more than one code is used,
  recording all codes in a way that they could be lost or stolen together; or
- write your code on the device to be used with that code; or

- select a code which represents your birth date, or an alphabetical code which is a recognisable part of your name, after we have asked you not to and have told you the consequences of doing so; or
- act with extreme carelessness in failing to protect the codes.

Even if a loss occurs, you will not be responsible to pay for:

- the portion of any funds that has been withdrawn from your account in any one day that is more than the applicable daily payment limit;
- the portion of any funds that has been withdrawn from your account in a period that is more than any other applicable periodic transaction limit; or
- the portion of any money that has been withdrawn from your account that exceeds the available balance of that account when the transaction occurs.

Your responsibility for losses is subject to us proving on the balance of probability that you contributed to the loss.

If more than one code is required to perform a transaction and we prove that you breached the security requirements for one or more, but not all, of those codes, you will be responsible only if we also prove, on the balance of probabilities, that the breach of the security requirements was more than 50% responsible for the losses when assessed together with all the contributing causes.

Where a code was required to perform the transaction and it is unclear whether you contributed to the loss, you will be responsible for the lesser of:

- \$150; or
- The balance of the account(s), including any pre-arranged credit; or
- The actual loss at the time we are notified of the misuse, loss or theft of the card or of the code(s) becoming known to someone else (excluding that portion of any funds lost on any one day which exceeds the applicable daily transaction limit).

# 2. MISTAKEN INTERNET PAYMENTS

# Mistaken internet payments made by you

A mistaken internet payment occurs when the sender of a payment makes a mistake in sending an internet payment (e.g. by entering a BSB or account number that does not belong to the intended recipient).

Please contact us immediately through in app messaging if you believe you have made a mistaken internet payment, or any other error when making a payment.

If we are not satisfied that a mistaken payment or other error has occurred, we will not take further action and you will be liable for the loss arising from the payment.

If we are satisfied that a mistaken internet payment has occurred, we will send a request to the recipient's financial institution and attempt to recover the money. Ultimately the recipient's financial institution will decide whether it is satisfied a mistaken internet payment has been made, there are sufficient funds in the recipient's and give you back your funds. We won't give you your funds back unless the recipient's

financial institution returns it to us first. We are not liable if it does not return your funds.

The following process will apply:

| Less than 10 Business  | 10 Business days to 7  | > 7 months of payment  |
|--|--|--|
|  |  |  |
| days of payment  The recipient's financial institution will return the funds to us within 5 to 10 business days of receiving our request if they are satisfied that a mistaken internet payment has occurred | months of payment  The recipient's financial institution will investigate the payment and complete the investigation within 10 Business days of receiving the request. If the recipient's financial institution is satisfied that a mistaken internet payment has occurred, it will:  - prevent the recipient from withdrawing the funds for a further 10 business days; and - notify the recipient they will withdraw the | If the recipient's financial institution is satisfied that a mistaken internet payment has occurred, it must obtain the recipient's consent to return the funds. |
|  | funds if the recipient does not establish that they are entitled to the funds within that 10 day period.  If the recipient doesn't do this, the recipient's ADI will return the funds to us within 2 business days of the expiry of that period.   | Ey   |

If the recipient's financial institution is satisfied that a mistaken internet payment has occurred but there are insufficient funds in the recipient's account to refund the amount of the payment, the recipient's financial institution will use reasonable endeavours to obtain a refund for you.

If the recipient's financial institution is not satisfied that a mistaken internet payment has occurred, it is not required to take any further action however it may seek consent of the recipient to return the funds.

# Mistaken internet payments made to you

If you receive a mistaken internet payment into your account, please contact us immediately via Money or call us.

If we receive a request for the return of funds from a financial institution whose customer reports a mistaken payment into your account, we are satisfied that a mistaken internet payment has occurred and there are sufficient funds in your account, we may:

- If the sender reports the mistake within 10 business days of making the payment, deduct from your account the amount of the mistaken internet payment without your consent; or
- If the sender reports the mistake after 10 business days but within 7 months of making the payment, prevent you from accessing the funds and give you 10 business days to establish that you are entitled to the funds before deducting from your account the amount of the mistaken internet payment.

Otherwise, we may still contact you to seek your consent to the return of the funds.

If we are satisfied that a mistaken internet payment has occurred and there are insufficient funds in your account, we will ask you to facilitate return of the funds.

Where we are unable to determine that the payment was a result of a mistaken internet payment, we may still contact you to seek your consent to the return of the funds.

If you are a recipient of income support payments from Centrelink, we will only seek to recover the funds from you in accordance with the Code of Operation for Centrelink Direct Credit Payments.

#### E. UNDERSTANDING YOUR MASTERCARD DEBIT CARD

# 1. USING YOUR MASTERCARD DEBIT CARD

You can use your card to purchase goods or services from merchants or withdraw cash from ATMs in the following ways:

In Australia or overseas:

- By pressing the 'credit' or 'Mastercard debit' option and entering your PIN or signing the transaction slip (if presented).
- Holding your card in front of the contactless terminal and waiting for the transaction to be confirmed. In Australia, there is no need to sign or enter a PIN for purchases that are less than the contactless limit (currently \$200 or less). At merchants overseas, you may not need to sign or enter a PIN for small value transactions.
- Over the phone by quoting the card number, expiry date and where requested, the CVC.
- · Online by using the card number, expiry date and where requested, the CVC.
- Withdraw cash at ATMs by pressing the 'cheque'/'savings'/'credit' button (if applicable) and entering your PIN.

# In Australia only:

- · By pressing the 'cheque'/'savings' option (if applicable) and entering your PIN.
- Withdraw cash at the POS at some merchants by pressing the 'cheque'/'savings' button (if applicable) and entering your PIN

Your card does not provide credit. When you use your card to make a transaction, you have access to the funds available in your daily account. We do not agree to provide any credit in respect of your card. However, we may allow your daily account to become overdrawn, see the 'Overdrawing your accounts' section.

### 2. YOUR CARD AND PIN

You'll receive a card in the mail up to seven business days after your daily account is opened. You must activate it before you can use it.

Your initial PIN will be a 4-digit number which will not be sent to you. You must set your PIN to one of your own choice at the time of activating the card. You may change your PIN in the Money app at any time.

For information on liability for card usage and PIN protection please refer to the 'Security' section of this document.

### 3. CARD VALIDITY AND EXPIRY

When you receive your card, for security reasons, you must sign it immediately. Cards should only be used until the expiry date.

As soon as a card expires, ensure that you destroy it by cutting it into several pieces and disposing of them securely.

# 4. DAILY TRANSACTION AND WITHDRAWAL LIMITS

A maximum daily cash withdrawal limit of \$2,000 applies in respect of ATM transactions, and where you use an eftpos terminal to make a cash withdrawal, either in Australia or overseas. There is no limit applicable to Mastercard Debit card transactions or purchases you make using eftpos, although you will be limited by the funds in your account.

Merchants and other facility providers (eg. ATM operators, payment processors) may impose additional limits on transactions.

# 5. CARD CANCELLATION

We may cancel your card at any time, to protect you or us from fraud or other losses, to manage regulatory risk, or for any other reason determined by us acting reasonably.

We also reserve the right to cancel your card by providing you with 30 days' notice, which may be provided by Afterpay.

Once your card is cancelled, you must stop using it and destroy it by immediately cutting it into several pieces and disposing of them securely.

You may contact us to cancel your card at any time by contacting us through in app messaging. A cancellation may not be effective until the card has been destroyed.

If you close your transaction account or where the card has been cancelled, you will remain liable for transactions made using the card linked to your account:

- · prior to card cancellation or closure of the accounts; or
- using the card number for mail, online, telephone and recurring transactions which have not been cancelled prior to termination,

unless those transactions were not authorised by you.

### 6. CARD REISSUE

We may issue a new card to you at any time. All reissued cards are subject to the terms and conditions that applied to your previous card.

We reserve the right not to reissue a card. We may not automatically reissue a physical card if a physical card hasn't been used to make a transaction in the prior 12 months.

# 7. WITHDRAWALS AT OTHER INSTITUTIONS

Other financial institutions may allow you to withdraw cash using your debit card. The minimum withdrawal amount may vary between financial institutions.

#### 8. OVERSEAS TRANSACTIONS

You can access your funds in your Money transaction account at any international ATM where the Mastercard or Cirrus® logo is displayed, by using your card.

At overseas ATMs, you cannot use your card to make deposits or Transfer Funds between accounts linked to your card.

To access funds from your Money transaction account at overseas ATMs, select the 'credit' option.

Transaction fees may apply for the use of ATMs overseas and are charged by the ATM operator.

# 9. HOW MASTERCARD PROCESSES TRANSACTIONS

Mastercard Worldwide processes foreign currency transactions, including charges incurred and refunds made, and converts these transactions into Australian dollars. Transactions that are made in foreign currencies other than United States dollars are converted into United States dollars before being converted into Australian dollars.

The exchange rate used for conversion is either a government mandated exchange rate or a wholesale exchange rate, selected by Mastercard Worldwide for the applicable currency on the day the transaction is processed. That rate may differ from the rate applicable to the date the transaction occurred, or the date when the transaction is posted to your daily account. Please note that exchange rates quoted by us in Australia are not used to convert foreign currency transactions to the Australian dollar equivalent.

Fees charged by Mastercard Worldwide during the conversion process are passed on to you by us.

To facilitate the processing of card transactions, information relating to your card details and transaction details may be processed by Mastercard Worldwide in countries other than Australia. By making a cash withdrawal or a purchase with your card, you agree that information regarding the transaction may be processed outside Australia.

#### 10. WHAT TO DO IF YOU WANT TO DISPUTE A MASTERCARD DEBIT TRANSACTION

If you need to dispute a transaction, you should contact us as soon as possible. You can raise a dispute using in app messaging. We may ask you to provide information in writing to support your dispute.

We must comply with card scheme rules which set out dispute procedures and notification timeframes. If you don't notify us promptly, we may not be able to investigate your dispute.

In some circumstances, card scheme rules allow us to charge a transaction on the account back to the merchant with whom you made the transaction. This is known as a chargeback.

If it is available, we will claim a chargeback right for a transaction on your account if you ask to do so, and you give us the information and material we require to support a chargeback. Otherwise any chargeback right we have may be lost.

The timeframe for disputing a transaction may not apply where the ePayments Code applies.

#### 11. RECEIPTS

You should keep all receipts and transaction records given to you when using your card. You can use these to verify the transactions on your account.

### 12. STOPPING YOUR CARD

We may block or place a stop on your card and/or your transaction account if we suspect fraudulent use of your card and/ or account. When a block or stop is placed on the card and/or account, you must continue to meet your obligations under these terms and conditions.

### 13. AUTHORISING MASTERCARD DEBIT TRANSACTIONS

When you use a card to make a Mastercard debit transaction, the transaction may need authorisation from us. We may choose not to authorise a proposed transaction.

Without limiting the reasons why we may do so, this may happen if:

- the card is expired or otherwise invalid;
- the account does not have a sufficient balance to cover the transaction amount;
   or
- · acting reasonably, we consider the transaction may be fraudulent.

If we give an authorisation, we reduce the available balance by up to the amount of the authorisation. Some merchants, for example, hotels and car rental agencies, may request confirmation that your account has sufficient balance to meet the estimated cost of goods and services they will supply. We treat the request as a request for authorisation. Once the authorisation is given, the available balance is reduced by up to the amount of the estimated cost of the goods and services. This means, even though the balance of your account is a certain amount, you may find you have a reduced available balance (including no available balance).

When the goods and services have been supplied, the merchants may request a subsequent authorisation for the actual costs. This may have the effect of reducing the

available balance by the sum of multiple authorisation amounts. You should ensure that the merchants cancel the original authorisation.

A Mastercard debit transaction may take some weeks to be processed and debited to your account. If we give an authorisation for a purchase or payment, the available balance of your account may be less than the balance of your account. Please consider this whenever you obtain a statement or a balance of your account.

### 14. PROTECTING YOUR CARD

To protect your card, you need to:

- · carry it with you or keep it somewhere safe;
- · regularly check that you still have your card;
- · not give your card to anyone else, including a family member or friend; and
- set your PIN and keep it secure.

### 15. LOST OR STOLEN CARD, PIN OR OTHER CODE WHEN OVERSEAS

If you contact us about a lost or stolen card, PIN or other code from overseas, please contact us through in app messaging.

If you are overseas, you may also report the loss of your card to:

- Mastercard Global Cardholder Services; or
- · any financial institution displaying the Mastercard logo.

When you contact us, we will give you a notification number or some other form of acknowledgment which you should retain as evidence of the date and time of your report. We may require you to also complete certain documentation.

# F. BPAY

### 1. BPAY TERMS AND CONDITIONS

The terms and conditions set out in this section apply when you make a payment through the BPAY Scheme.

In relation to your use of BPAY, if there is any inconsistency between this section F and any other section in these terms and conditions then this Section F will apply to the extent of that inconsistency.

#### 2. BPAY SCHEME

We are a member of the BPAY Scheme. We will tell you if we're no longer a member of the BPAY Scheme.

### 3. BPAY PAYMENTS

You can use BPAY from your daily account to pay any of your bills that display the BPAY logo.

You may select to pay your bills on either the current date or, when available, a date up to 24 months in the future.

When we make a BPAY payment on your behalf, we are not acting as your agent or the agent of the biller to whom that payment is directed.

#### 4. MAKING A PAYMENT

You don't need to register for BPAY in order to make a BPAY payment.

When you ask us to make a BPAY payment, you must give us the information specified below:

- · the amount you wish to pay;
- the biller code of the biller you wish to pay (this can be found on your bill, or can be selected from your existing biller list if you have previously made a payment to this biller); and
- your customer reference number (this can be found on the bill or invoice you receive from the biller).

When the payment is approved, we'll debit your daily account with the amount you specify. Details of BPAY payments, including a receipt number, will appear on your daily account statement.

If there isn't a sufficient available balance in your daily account at the time you tell us to make a BPAY payment, we may decline to make the payment.

# 5. BPAY PAYMENT CUT-OFF TIMES

Billers participating in the BPAY Scheme will treat BPAY payments you make as received according to the table below:

| If the BPAY payment is made:                            | The Payment will be treated as received:   |
|---|--|
| Before 7.00pm Sydney time on a banking day              | On the date that you make the BPAY payment |
| After 7.00pm Sydney time on a banking day               | On the next banking day                    |
| On a non-banking day (including for scheduled payments) | On the next banking day                    |

A delay might occur in the processing of a BPAY payment where:

- there is a public or bank holiday on the day after you tell us to make a BPAY payment;
- · we received your BPAY instructions after the cut-off times referred to above; or
- another participant in the BPAY Scheme isn't complying with its obligations.

If we're advised that a BPAY payment can't be processed by a biller, Afterpay will let you know, we will credit the account with the amount of the BPAY payment, and if you ask us to do so, take all reasonable steps to assist you in making the BPAY payment as quickly as possible.

#### **6.** SCHEDULED BPAY PAYMENTS

You can arrange a BPAY payment to be made up to 24 months in advance as either a one-off payment or a Recurring payment. If the date you select is a non-banking day, your BPAY payment may be delayed as described above.

Cleared funds must be available in the account the day before the Payment is made. If there isn't a sufficient available balance in the account on the day before the selected date, we may decline to make the payment.

A scheduled payment may not be able to be made for a number of reasons, including if the biller no longer participates in the BPAY Scheme. If we aren't able to make a BPAY payment at the nominated future payment date, Afterpay will let you know.

#### 7. STOPPING OR ALTERING PAYMENTS

If you believe that you have made a mistake in a BPAY payment, you must contact us as soon as possible so that we can locate the transaction and take action.

If you make a BPAY payment and later discover that:

- the amount you specified is greater than the required amount, you must contact the biller to obtain a refund of the excess;
- the amount you specified is less than the required amount, you can make another BPAY payment to make up the difference.

You may stop or alter a scheduled BPAY payment by making a change before midnight on the business day immediately prior to the day the payment is to be made.

You can't stop or alter a BPAY payment that is not a scheduled payment after you have instructed us to make it.

### 8. LIABILITY FOR BPAY PAYMENTS

We attempt to rectify any mistaken or unauthorised BPAY payments in the way described in this section. If the ePayments Code applies to an unauthorised BPAY transaction, liability for that transaction will be determined in accordance with the provisions of that Code.

Other than as set out below (and subject to the ePayments Code) we'll not be liable for any loss or damage you suffer as a result of using the BPAY Scheme.

No refunds will be provided through the BPAY Scheme where you have a dispute with the biller about any goods or services you may have agreed to acquire from the biller. Any dispute must be resolved with the biller.

# 9. MISTAKEN BPAY PAYMENTS

Please tell us promptly if you're aware if a BPAY payment is made to a person or for an amount which is not in accordance with your instructions. If the account was debited for the amount of that mistaken payment, we will credit that amount back to that account.

However, if you were responsible for a mistake resulting in that payment and we cannot recover it from the biller within 20 business days of us attempting to do so, you will be liable to pay us the amount of the mistaken payment.

#### 10. UNAUTHORISED BPAY PAYMENTS

You should tell us promptly if you become aware that a BPAY payment that you didn't authorise has been made from your account.

You won't be liable for loss of funds if a BPAY payment is made in accordance with a payment direction that appeared to be from you or on your behalf but for which you did not give authority. If the account was debited for the amount of that unauthorised payment, we will credit that amount back to that account.

However, you must pay us the amount of that unauthorised payment if:

- we cannot recover that amount within 20 business days of us attempting to do so from the biller who received it; and
- the payment was made as a result of a payment direction which did not comply with our prescribed security procedures for such payment directions.

If you tell us that a BPAY payment made from your account is unauthorised, you must give us your written consent (addressed to the biller who received that BPAY payment), that we can obtain from the biller information about your account with that biller or the BPAY payment, including your Customer Reference Number and such information as we reasonably require to investigate the BPAY payment. We are not obliged to investigate or rectify any BPAY payment if you do not give us this consent. If you do not give us that consent, the biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY payment.

#### 11. FRAUD

If you make a BPAY payment because of the fraud of a person involved in the BPAY Scheme (e.g. a biller), then that person should refund the amount of the fraud induced payment. If you aren't able to obtain a refund, then please let us know and we'll inform you of other rights of recovery you may have under the BPAY Scheme rules.

If an unauthorised BPAY Payment is also affected by a mistaken payment or fraud we will resolve it under the unauthorised BPAY payments regime. If a BPAY payment that is not an unauthorised BPAY payment is affected by both a mistaken payment and fraud, we will resolve it under the rules for fraud induced payments.

# 12. CONSEQUENTIAL LOSS

We're not liable for any consequential loss or damage you suffer as a result of using the BPAY Scheme, other than due to any loss or damage you suffer due to our negligence or in relation to any breach of a condition or warranty implied by law in contracts for the supply of goods and services and which may not be excluded, restricted or modified at all or only to a limited extent.

You indemnify us against any reasonable loss or damage we may suffer due to any claim, demand or action of any kind brought against us arising directly or indirectly because a user did not observe any of their obligations under these terms and conditions or acted negligently or fraudulently in connection with the use of the BPAY Scheme

This clause doesn't apply to the extent that it's inconsistent with or contrary to any applicable law or other code of practice to which we've subscribed. If those laws or that code would make this clause illegal, void or unenforceable or impose an obligation or

liability prohibited by those laws or that code, this clause is to be read as if it were varied to the extent necessary to comply with those laws or that code or, if necessary, omitted.

### 13. PRIVACY

If you use the BPAY Scheme you agree to our disclosing to billers nominated by you and if necessary the entity operating the BPAY Scheme (BPAY Pty Ltd) and any agent appointed by it from time to time, including Cardlink Services Limited, that provides the electronic systems needed to implement the BPAY Scheme:

- (a) such of your personal information (for example your name, email address and the fact that you are our customer) as is necessary to facilitate your registration for or use of the BPAY Scheme;
- (b) such of your transactional information as is necessary to process your BPAY payments; and
- (c) such of your personal and transactional information as is necessary to undertake an investigation at your request into any BPAY payment.

You must notify us if any of your personal information changes and you consent to us disclosing your updated personal information to all other participants in the BPAY Scheme as necessary.

You can request access to your information held by us, BPAY Pty Ltd or its agent, Cardlink Services Limited at their contact details listed in the section 'Definitions'.

If your personal information detailed above is not disclosed to BPAY Pty Ltd or its agent, it will not be possible to process your requested BPAY payment.

We may suspend your right to participate in the BPAY Scheme at any time. The circumstances in which we may suspend your right to participate are: (a) You're in breach of these Terms and Conditions; (b) You or someone acting on your behalf is suspected of engaging in fraudulent conduct; or (c) You're engaging in conduct that is in our reasonable opinion disruptive to the operation of Money or BPAY.

# **G.** CHANGES TO TERMS AND CONDITIONS

# 1. Changes we can make

We may make changes without your consent to the terms and conditions relating to:

- Fees and charges (including their amount, frequency, and times for payment and to introduce new fees and charges);
- Interest rates;
- How interest is calculated, charged or paid to your account or to the balance tiers which determine the interest rate or rates;
- · Transaction limits;
- The types of transactions performed or ways you can access or transact on your account;
- · Eligibility requirements in relation to your account; or
- The features of your account or of a product or service;

Afterpay or we will let you know if, for any reason, we change these terms and conditions.

However, advance notice may not be given where a change has to be made to immediately restore or maintain the security of our systems or of individual accounts or facilities.

You will be notified of changes as set out in the table below.

| Type of change   | Time frame   | Method of notification                                      |
|--|--|---|
| Any minimum monthly  | 30 days in advance.  | Electronically or   |
| balance required to  |  | through media   |
| waive fees.  |  | advertisement.  |
| New fee or charge or increase in fee or charge for performing electronic transactions, or issuing or replacing a device used to conduct electronic transactions (such as a card, token, or code)  Other new fee or charge or increase to a | 30 days in advance.  30 days in advance.   | Electronically.  Electronically through media advertisement |
| fee or charge.   | N. I. a. d. d. d.  | E1  |
| Interest rate changes.   | No later than the date of the change, except where the rate is linked to money market rates or other rates – changes to which we cannot notify you of in advance | Electronically or through media advertisement.              |
| Change in the way  | 30 days in advance.  | Electronically.   |
| interest is calculated, charged or paid to your account – or to the balance tiers which determine the interest rate or rates.  |  |   |
| Changes increasing   | 30 days in advance.  | Electronically.   |
| your liability for   |  |   |
| electronic transactions.   | 70 days in a dyna  | Flootropically  |
| Transaction limits on electronic transactions, a facility or electronic equipment, including Debit Mastercard, BPAY, direct entry or NPP/Osko transactions.  | 30 days in advance.  | Electronically.   |
| Government charges.  | In advance of the change, or reasonably promptly after the   | Electronically or through media advertisement.              |

|  | government, a government agency or representative body notifies us, unless the change has been publicised by a government agency, government or representative body.                   |  |
|--|--|--|
| Any other change to a term or condition. | As soon as reasonably possible (which may be before or after the change is made) or, if we believe the change is unfavourable to you, at least 30 days before the change takes effect. | Electronically or<br>through media<br>advertisement. |

### H. OTHER MATTERS

# 1. The Banking Code of Practice

The Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time (Banking Code) sets out the standards of practice and service in the Australian banking industry for individuals and small business customers, and their guarantors who are individuals.

The relevant provisions of the Banking Code apply to the banking services referred to in this document. This means that we will comply with the Banking Code, where it applies to the banking services provided to you.

You can view a copy of the Banking Code on Westpac's website or ask us for a hard copy.

### 2. The ePayments Code

The ePayments Code governs certain electronic payments to or from an account where you are an individual (e.g. BPAY). We'll comply with this Code where it applies.

# **3.** Changes to your details

If your address or other relevant details change, please notify us as soon as possible using the Money app.

If you change your email address or phone number and don't tell us, we're not liable for any resulting errors or losses you suffer as a consequence of not receiving notices from us, and we will still send you notices to the last email address or phone number you told us about.

We may need to block your account and you may not be able to use your account if we have sent you an email and we have received a bounce-back.

# 4. Privacy and confidentiality

The Privacy Notice, provided at the time of onboarding, explains how Westpac and Afterpay will collect, hold, use and disclose personal information and address your privacy rights.

You may obtain a copy of the Privacy Notice here through the Money app.

# 5. Open Banking – Consumer Data Right

Open Banking gives you the ability to share your banking information with other parties you trust, including other banks, online. If you ask us to share your data via Open Banking, this will not affect any existing data sharing permissions.

# **6.** Foreign Tax Residents

We are required under domestic and international laws to collect and report financial and account information relating to individuals and organisations who are, or may be, foreign tax residents. If your circumstances change, you need to advise us or update your tax residency details in the Money app. We may ask you whether you are a foreign tax resident from time to time, if your circumstances change from the time you open an account with us. If you do not provide this information to us, we may be required to limit the services we provide to you.

We cannot give tax advice, so please contact your independent tax advisor if you need help finding out whether any person is a foreign tax resident.

# 7. The amounts we pay our staff

Staff are paid a combination of salary and superannuation and no benefits are paid based on customers acquiring products through them.

We and / or Afterpay will notify you if the arrangement between us comes to an end and provide you with the relevant information for you to make decisions in relation to your account(s). You will be able to access your accounts in these circumstances, although your method of access may change. We will provide you with all important information in these circumstances in accordance with the notification timeframes set out in these terms and conditions.

### **8.** The amounts we pay Afterpay

Westpac will also pay Afterpay a quarterly amount based on the accumulated total value of all funds held on deposit by customers of the daily account.

# 9. Notices and communications

All statements, notices and other communications in connection with these Terms and Conditions and your account may be given electronically by us or Afterpay by:

- · email, text message or push notification, or
- · letting you know by email, text message or push notification that the information is available in the Money app.

You should check your emails, text messages and push notifications regularly.

# 10. Anti-Money Laundering and Counter-Terrorism Financing Obligations

Transactions may be delayed, blocked, frozen or refused where we have reasonable grounds to believe that they breach Australian law or sanctions (or the law or sanctions of any other country). Where transactions are delayed, blocked, frozen or refused

Westpac and its correspondents are not liable for any loss you suffer (including consequential loss) caused in connection with any deposit product. We may from time to time require additional information from you to assist us in the above compliance process. Where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other banks, other members of Westpac, service providers or to other third parties.

You provide Westpac the following undertakings and indemnify Westpac against any potential losses arising from any breach by you of such undertakings:

- · You will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country), and
- The underlying activity for which any deposit product is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

### 11. Australian Government Financial Claims Scheme

You may be entitled to payment under the Australian Government's Financial Claims Scheme (FCS), which provides protection to deposit holders with Australian Authorised Deposit-Taking Institutions (ADIs) in the unlikely event an ADI fails. Payments under the FCS are subject to a limit for each deposit holder in respect of all bank account deposits held with the one ADI. Deposits you have in other bank accounts issued by Westpac will count towards this limit. Information about the FCS can be obtained from <a href="https://www.fcs.gov.au">www.fcs.gov.au</a>. You can also refer to our FAQs at the Money by Afterpay website for further information.

#### **12.** Taxation

The taxation position described is a general statement and should only be used as a guide. It does not constitute tax advice and is based on current tax laws and their interpretation

# 13. Feedback and Complaints

If you're ever unhappy about something we've done – or perhaps not done – please give us the opportunity to put things right.

Our aim is to resolve your complaint within 5 Business days, and where possible we will resolve your complaint on the spot. If we need additional time to get back to you, we will let you know. Should we be unable to resolve your concern at your first point of contact, we will provide you with your complaint reference number and ensure that you're regularly updated about the progress we are making to resolve your complaint.

#### You can contact us:

Over the phone - Please call us from anywhere in Australia on 1300 100 729.

By post - You can write to us at: GPO BOX 2269, Melbourne, VIC 3001.

Online - Contact us via the app.

# If you are still unhappy.

If you are not satisfied with our response or handling of your complaint, you can contact the external dispute resolution scheme, the Australian Financial Complaints Authority (AFCA).

The Australian Financial Complaints Authority (AFCA) provides a free and independent service to resolve complaints by consumers and small businesses about financial firms (e.g., banks), where that complaint falls within AFCA's terms of reference. The contact details for AFCA are: Australian Financial Complaints Authority, Online: <a href="www.afca.org.au">www.afca.org.au</a>, Email: <a href="mailto:info@afca.org.au">info@afca.org.au</a>, Phone: 1800 931 678 (free call), Post: Australian Financial Complaints Authority, GPO Box 3, Melbourne, VIC 3001

#### I. DEFINITIONS

**access codes** means any one or more of your passcode, mobile passcode, security code and any other code we provide to you

**account** means any one or more of your daily transaction account and savings accounts you can access through Money.

account details means the BSB and account number.

**account holder** means the person in whose name an account is conducted and who is responsible for all transactions on the account.

**App Store** means the digital distribution service of the same name, operated and developed by Apple, and is a trademark of Apple Inc., registered in the U.S. and other countries.

**Apple** means Apple Inc. and is a trademark of Apple Inc., registered in the U.S. and other countries.

**Apple Pay** means the mobile wallet service provided by Apple that enables you to make Apple Pay Payments. Apple Pay is a trademark of Apple Inc., registered in the U.S. and other countries.

**Afterpay** means Afterpay Australia Pty Limited, ABN 15 169 342 947 AFSL 527911, Level 5, 406 Collins Street Melbourne VIC 3000.

**available balance** means the total balance in your account less any unsettled transactions (i.e. card transactions pending authorisation).

**balance** means the balance in your account, based on the deposits, withdrawals, fees, charges and interest we've recorded on your account at a particular point in time, which may include unsettled transactions.

**banking day** means a day that is not a Saturday or Sunday and which banks in Melbourne or Sydney are able to effect settlement through the Reserve Bank of Australia, and typically excludes national public holidays.

**biller** means a merchant or other organisation that is registered to receive payments through the BPAY Scheme.

**BSB** means Bank State Branch (often referred to as 'BSB'). It is the name used in Australia for a bank code, which is a branch identifier. The BSB is normally used in association with the account number system used by each financial institution.

**BPAY** is a registered trademark of BPAY Pty Ltd ABN 69 079 137 518 of Level 11, 1 York Street, Sydney NSW – Telephone (02) 9646 9222.

**BPAY payment** is a payment made via the BPAY Scheme.

**business day** means any day when Westpac is open for business in any State or Territory of Australia. If Westpac is closed in all States and Territories, then that day won't be a business day. If Westpac's offices are closed in your State or Territory but open in other States and Territories, then Westpac will still regard that day as a business day in every other State and Territory. Saturday and Sunday are not classified as business days even though some branches may be open for business.

**card** means any authorised Mastercard debit card issued by us for your account or for which we allow you to link to your daily account.

**Cardlink** means Cardlink Services Limited ABN 60 003 311 644 of Level 4, 3 Rider Boulevard, Rhodes NSW. Telephone (02) 9646 9222.

**code** means a PIN, Money passcode or any similar information which may be required in order to make electronic funds transfer transactions to or from accounts, and which you are required to keep secret.

**contactless terminal** means an electronic terminal or electronic equipment which can be used to make a contactless transaction.

**contactless transaction** means a transaction made by holding your card (which is capable of making a contactless transaction) in front of a contactless terminal and without having to insert or swipe the card.

**customer ID** is the email address that you use to log onto Money which we use to identify you.

**CVC** means card verification code. Merchants online or over the phone will ask for your card number, expiry date and may ask you to provide this number. It can be found on the back of your card.

**daily payment limit** means the maximum amount you can pay per day across all Money accounts.

device means a device that is able to access Money.

**direct debit** means a payment you have authorised a third party (this includes a person, company, or merchant) to debit from your account at set times, by using your BSB and account number.

**direct entry** means an electronic transfer of funds process through the Bulk Electronic Clearing System (BECS) administered by the Australian Payments Clearing Association.

**eftpos** means debit card payment system owned and administered by eftpos Payments Australia Ltd ABN 37 136 180 366.

**electronic equipment** or **electronic terminal** means electronic terminals (e.g. ATMs, POS terminals and terminals located at the counter in a branch), computers, televisions and telephones.

**electronic transaction** means payment, transfer of funds, and cash withdrawal transactions that are initiated on your account using electronic equipment and not

intended to be authenticated by comparing a manual signature with a specimen signature.

**Google** is a trademark of and means Google Inc. and includes its related bodies corporate and affiliates.

**Google Pay** means the mobile wallet service provided by Google that enables you to make Google Pay Payments. Android and Google Pay are trademarks of Google Inc.

**Google Play** means the digital distribution service of the same name, operated and developed by Google, and is a trademark of Google Inc.

**Mastercard**® is a registered trademark of Mastercard International Incorporated.

**Mastercard debit transaction** means when you use your card to make purchases by selecting the 'credit' or 'Mastercard debit' option, you make a contactless transaction or you use your 16-digit card number to purchase goods or services.

merchant means a provider of goods or services who accepts payment by card.

mistaken internet payment means a payment, other than one made using BPAY, by an individual (being a person captured by the ePayments Code definition of 'user') through a payment made through Money and processed through direct entry or NPP/Osko where the funds are paid into the account of an unintended recipient where you have entered or selected a BSB and account number and/or identifier that does not belong to the intended recipient either due to your error or you were advised of the wrong BSB and account number and/or identifier.

**NPP** means the New Payments Platform operated by NPP Australia Limited.

**NPP payment** means a payment made using the Single Credit Transfer (SCT) payment service. This is similar to an Osko payment but doesn't have a Service Level for sending or receiving. Many banks process them at the same speed as Osko payments but this is not guaranteed.

Money means the Money app, Products and services it provides.

**Money app** means the Money by Afterpay application, registered in the name of an individual, which amongst other things, allows them to manage their Accounts.

**Osko** means the Osko payment service administered by BPAY and is a registered trademarks of BPAY Pty Ltd ABN 69 079 137 518

Osko payment means a payment made using the Osko service.

**passcode** means a confidential alphanumeric code that, when used with your Customer ID, gives access to Money.

**periodical payment** means an automated transfer that is debited from your account and credited to a specified account on a regular basis on your request.

**PIN** means the four-digit number used in conjunction with your card.

**POS** means point of sale.

**recurring payment** is a payment that you have authorised a third party to charge your Debit Mastercard at set times. You'll need to contact the merchant to request to cancel a recurring payment.

**restricted BPAY biller** means a BPAY biller that allows amounts to be withdrawn as cash, and some BPAY billers where there have been reports of possible fraud.

**scheduled payment** means a payment (including a BPAY payment) or a funds transfer that you request us to make at a later date.

we, us or our means Westpac Banking Corporation ABN 33 007 457 141 AFSL 233714.

you and your means the individual in whose name the Money app is registered.

© Westpac Banking Corporation ABN 33 007 457 141 AFSL and Australian credit licence 233714.

