



# Kit App Terms of Use

*Version – 7 July 2023*

## **1. Introducing the Kit App**

Welcome to the Kit application (referred to as App or Kit App).

The App is designed for compatible mobile, Apple and/or Android Devices. The 'Kit App' or 'App' refers to the Kit iOS App or Kit Android App downloaded from the official Apple App or Google Play stores and accessed locally on your Device.

While some elements are available without providing any information, you will need to register for certain portions of the App (described below in these Terms of Use) by providing your email, name, and other requested information. Please note that features of the App may not be available to some customers using an overseas telecommunications provider.

These Terms of Use form part of the Agreement that governs your use of the Kit App Services and Kit Account Services as further set out below.

Definitions used in these Terms of Use are set out in clause 23 (Meaning of words).

### **1.1 What these Kit App Terms of Use Cover**

Through this App, Kit provides a service for parents or guardians to help families raise the financial capability of their children and set savings goals. The App also allows for parents or guardians to apply for the Kit Account Services [which include a digital account and linked Kit Card(s)], which provide the ability to transfer actual money onto a prepaid Visa card for children (each a Child) to use.

These Kit App Services are further described below in these Terms of Use.

The Kit app services provide you the option to submit information about your Child (over whom you have guardianship), and you may choose to provide your Child with direct access to this App. In submitting this information and/or providing this access, you agree to do this in accordance with these Kit App Terms of Use.

### **1.2 Important information you should know**

This App and the Kit App Services are provided by CBA New Digital Businesses Pty Ltd ABN 38 633 072 830, trading as Hey Kit, a wholly owned but non-guaranteed subsidiary of the Commonwealth Bank of Australia ABN 48 123 123 124 (CBA). CBA New Digital Businesses Pty Ltd is not an Authorised Deposit-taking Institution for the purposes of the Banking Act 1959 and its obligations do not represent deposits or other liabilities of CBA.





The Kit Account Services are provided through CBA New Digital Businesses Pty Ltd ABN 38 633 072 830 as an authorised representative of Hay Limited ABN 34 629 037 403, AFSL 515459, Authorised Representative Number 001296799.

The Kit Account and Kit Card are issued by Hay Limited ABN 34 629 037 403, AFSL 515459. CBA New Digital Businesses Pty Ltd is authorised to distribute the Kit Account and Kit Card.

Visa and its image are registered trademarks of Visa International.

The financial products or services offered or available through this App are subject to separate terms and conditions between you and the Kit Account Issuer (including the Kit Card and Account Terms and Conditions, PDS, FSG and TMD). In the event of any inconsistency between these Terms of Use and the financial product or service-related terms and conditions, the financial product or service-related terms and conditions will prevail with respect to your financial product and service and will apply to you to the extent of such inconsistency.

Any information or advice provided through these App Terms of Use or on our website is general in nature only, and does not take into account your objectives, financial situation or needs. Because of that, you should, before acting on any such information or advice, consider its appropriateness to your circumstances. You should also read and consider the Kit Account FSG and PDS, as well as the TMD before making any decision about whether to acquire or use the Kit Account Services and related Kit Card. These documents explain important details you should know before applying for and/or using the Kit Account Services. You can read each of the FSG, PDS, and TMD documents at: [www.heykit.com.au/legal](http://www.heykit.com.au/legal).

### **1.3 Your Contract with us**

- (a) By downloading the App, you confirm that you agree to be bound by these Terms of Use. If you do not agree to these Terms of Use, you should not access the App and cease using it (including, in the case of the App, by uninstalling it) immediately.
- (b) You acknowledge and agree that if you are a Parent or guardian of a Child or children (each a Child), you may grant your Child access to this app, the Kit App Services, or the Kit Account Services by allowing them to access the app on a Device. To access the Kit App, you will need to log into the Kit App as the Child's Parent or guardian using your username and password. A Child can then access the Child's individual profile using the Child's specific Access Code.
- (c) You acknowledge:



- In accordance with the separate Kit Card and Account Terms and Conditions, your Child may be issued a Kit Card as part of the Kit Account Services, and the Kit Card will be issued in the name you allocate through your Kit Account that is provided by the Kit Account Issuer.
  - You take full responsibility for any actions taken by any Child using the Kit App and/or the Kit Card (including their use of the Kit Account Services); and
  - You agree to ensure that your Child understands and complies with these Terms of Use and the separate Kit Card and Account Terms and Conditions.
- (d) To the extent the user of the Kit App Services and Kit Account Services is a minor (that is a person under 18 years of age), you acknowledge and agree that: (i) you are the minor's Parent or guardian and you have the authority to consent and accordingly do consent to these Terms of Use on the minor's behalf; and (ii) you will explain to the minor how to use and the rules associated with the Kit App, Kit App Services and Kit Account Services, including the Privacy Policy and how the minor's Personal Information will be treated when they use the Kit Services and Kit Account Services.
- (e) You will ensure that if the user of the Kit App Services or Kit Account Services is a person over 18 years of age, the user acknowledges and agrees to be bound by and consents to these Terms of Use on their accepting or using the Kit App Services and/or Kit Account Services.
- (f) You act as the minor's guarantor and accept all responsibility for the minor's actions or omissions in relation to their use of this App, the Kit Services, Kit Card, and/or Kit Account Services, including any breach of these Terms of Use or the Kit Card and Account Terms and Conditions.
- (g) By continuing to use or allow use of this App after reading these App Terms of Use, you agree to be bound by these Terms of Use, including where that use is by a minor.
- (h) If you are not the Parent or guardian of a Child who you are sharing this App with, or whose information you seek to include in or through this App, you represent and warrant that you have all necessary permissions and consents from each Child's parents or guardians to enable you to provide such information or access.

## Kit Services Terms of Use

### 1. Accessing the App

To download this App, you will need to:





- be an individual.
- Be the Parent of any Child who uses the App and/or whose information you submit to or through the App; and
- provide all information required by or through the App.

Unless expressly provided otherwise in these Terms of Use, if you use the App and/or apply for and use the Kit Account Services then you agree that:

- you will not use another person's email address, identity or contact details.
- you will not sell, transfer, or assign any rights you have in relation to the App, including sharing your access or information from the App with any other person.
- you will comply with any service instructions or guidelines provided by us or on our behalf.
- you are solely responsible for all activities that occur using your password (including where your fingerprint is used as your password) and login, whether or not you authorise the activity.
- you are solely responsible for maintaining the confidentiality of your password and login for restricting access to the Device on which the App is installed.
- we will not be liable for any loss or damage that you or any third party suffer as a result of your failure to comply with your obligations in these Terms of Use to the extent your failure has caused the loss to you or a third party; and
- we may reject the use of your fingerprint or facial image (through facial recognition identification) for any reason in our sole discretion but for security purposes.

## **2. Acceptable Use**

You may not use the App to engage in conduct that, in our opinion:

- is unlawful.
- interferes with any other person's access to the App.
- is defamatory, harassing or threatening to any person.
- promotes or encourages physical or mental harm of any person.
- promotes violence against any person; or
- threatens or promotes terrorism or money laundering.

In the event that you fail to comply with the acceptable use terms detailed above, we may without notice and immediately or at any time:

- refuse to process or complete any transaction or dealing of yours; and/or
- suspend or discontinue your access to the App.

## **3. Provision of Kit App and Kit Services**





- 3.1 The Kit Services that we provide to you via the App consist of providing you with information and functionality that includes, amongst other things, the ability for you to set up mock transactions, and set and edit savings goals . It also provides you, through the Kit Account Services, with the ability to apply for and manage the Kit Account Services in accordance with the Kit Card and Account Terms and Conditions, PDS, FSG and TMD.
- 3.2 Subject to your compliance with these Terms of Use, Kit will provide the following to you:
- access to the App and Kit App Services; and
  - the ability to apply for and receive the Kit Account Services.

#### **4. Receiving documents electronically**

If you apply for the Kit Account Services through the App, we will send information related to your application and the related product and services electronically. By commencing an application, you agree to receive all information related to the Kit Account Services and the Kit App electronically, including your Kit Account financial product contract, and any other related documents to the product. By providing this information electronically, we will send the information, statements and notices electronically through: (a) email to an email address you have given us for contacting you; (b) push notifications from the Kit App; and/or (c) notice to you that the information is available through our App or online.

If you decide to proceed with the Kit Account Services and separately a Kit Card (or Kit Cards), you will be asked to accept relevant terms and conditions electronically. By applying for the Kit Account Services and any Kit Card, you agree and acknowledge that paper copies won't be provided and that you can always find the current version of the electronic terms and conditions at [www.heykit.com.au/legal](http://www.heykit.com.au/legal) (with previous versions available on request to us through the contact details set out in these Terms of Use).

If you don't agree to receive your terms and conditions electronically, you should not use the Kit App Services nor apply for or use the Kit Account Services.

Even if we normally provide electronic notices or statements to you, we reserve the right to send paper ones instead to your nominated postal address (e.g. if for any reason we are not able to provide them electronically). It is therefore important to keep your postal address up to date with us.

You are responsible for the acts and omissions of all users of the App, including any person under the age of 18 who is your Child. Subject to any exceptions set out in the PDS, all communications and acceptances, including electronically accepted documents received through the App from any person logged into the App using your email address are deemed to be authorised by you unless you can prove that you did not authorise the person and that:

- without your knowledge your device has been taken over by use of malware despite you having up to date antivirus, antimalware and firewall software installed on your device; and/or
- the person gained access to your account without your approval despite you taking all reasonable precautions to prevent such access; and you did not unreasonably delay in reporting to us the compromise or loss of your device.



## 5. Using fingerprint functionality

If we have made fingerprint functionality available through the Kit App, and you have the Kit App installed on a phone that has fingerprint ID (named Touch ID on iPhone 5s or later), you may be able to turn on fingerprint access for the Kit App. Turning on fingerprint access for the Kit App means that you can access the App using your fingerprint instead of entering a secure code. For certain information, however, we may prompt you to enter your password or other information as an additional security measure.

You must not turn on fingerprint access for the Kit App if you have any fingerprints stored on any device other than your own. If, after turning on fingerprint access, you allow other people to use their fingerprints on your device, you must first turn off fingerprint access for the Kit App.

If you do allow anyone else's fingerprints to be stored on your device (despite this being against these Terms of Use):

- they'll be able to access your accounts and considered authorised to do so; and
- to the extent permitted by law, you will be responsible for their transactions.

If you, or someone else, changes the fingerprint settings on your device, fingerprint access may be disabled for the Kit App. Only re-enable fingerprint access if you are sure the changes made to your fingerprint settings on your device were made by you.

Fingerprint functionality is technology you may choose if it is available on your phone model and has been enabled by you on your device. Fingerprint functionality is provided by third parties (like Apple) and accordingly, to the extent permitted by law, we are not responsible:

- for any malfunction in fingerprint functionality; and/or
- if those third parties make any changes to their fingerprint technology that impacts the way you access the App.

You will still be able to access the Kit Account Services using your secure login and password.

If you choose to use fingerprint access for the Kit App, you will still need access to your email address and mobile phone number (in certain circumstances) to receive messages. You must protect your email address and mobile phone number (if relevant) in the manner outlined in these Terms of Use.

## 6. Using facial recognition

If we make the App available to download on your device and if you have the Kit App installed on a device that has compatible facial recognition available, you may be able to turn on facial recognition access for the Kit App. Turning on facial recognition for the Kit App means that you can access the App using facial recognition instead of entering a password or code.



You must not turn on facial recognition access for the Kit App if the facial image stored on your phone is not your own. If, after turning on facial recognition, you allow other people to store their face on your device, you must first turn off facial recognition access for the Kit App.

If you do allow anyone else's face to be stored on your device (despite this being against these Terms of Use):

- they'll be able to access your accounts and considered authorised to do so; and
- to the extent permitted by law, you will be responsible for their acts and omissions, including any transactions.

If you, or someone else, changes the facial recognition settings on your device, as a security measure, facial recognition may be disabled for the Kit App, and you may be asked to enter your password or other information. Only re-enable facial recognition if you are sure the changes made to your facial recognition settings on your device were made by you.

Facial recognition is technology you may choose if it is available on your phone model and has been enabled by you on your device. Facial recognition technology is provided by third parties (such as Apple) and accordingly, to the extent permitted by law, we are not responsible:

- for any malfunction in facial recognition; and
- if those third parties make any changes to their facial recognition technology that impact the way you access the App.

You will still be able to access the Kit Account Services using your secure login and password.

If you choose to use facial recognition access for the Kit App, you will still need access to your email address and mobile phone number (in certain circumstances) to receive secure codes. You must protect your email address and mobile phone number (if relevant) in the manner outlined in these Terms of Use.

## **7. How to protect your account**

You must act with care in protecting your account and password.

### **Things you must do are below:**

- keep all passwords, account names or log in identifications required to access the App secure and confidential, including by locking your Device where possible and not sharing your passwords, account information or log-in details with any other person;
- only install approved Apps on your Device;
- memorise your password as soon as possible, then destroy or delete any record of it;
- if you need to keep some 'prompts' to assist you to remember your password, disguise them so that others can't decipher them;
- If your Device is lost or stolen or if your account has been accessed or are accessible by someone else, notify us immediately;



- not copy, disable, interfere with or make any unauthorised use of any security device or protocol provided by Kit;
- regularly change your password;
- comply with our reasonable instructions and guidelines relating to security requirements from time to time;
- ensure that all Devices used to access the App have up to date anti-virus software installed and operating; and
- only install approved applications on your Device from a known and reputable app store provider.

**Things you must never do are below:**

- override the software lockdown on your Device (i.e. jailbreak or root your Device);
- Leave your Device unattended;
- keep a copy of your password on your Device;
- tell your password to anyone – not even family or friends;
- use your birth date or a numeric version of part of your name, or a number or word that someone can easily guess as your password;
- use the App with a device that is not compatible with the App;
- let anyone see your password when you're using it; or
- use an existing password that you have for a debit or credit card.

If you believe your password or account details have become known to someone else, notify us immediately by raising a request for support in the App, or by emailing us at [support@heykit.com.au](mailto:support@heykit.com.au).

**8. Availability and functionality**

We may change or update the App at any time. Where possible, we will keep you informed in advance with as much notice as is reasonably possible in the circumstances of any new modifications that we intend to update, replace or discontinue and the likely time-scale for introduction, replacement or discontinuation of the same if known. To continue using the App after changes or updates occur, you may need to download and install a new version.

If you become aware of any problems with the functionality, availability, or security of the data in or related to the App please contact us at [support@heykit.com.au](mailto:support@heykit.com.au).

**9. Your obligations**

**You understand and agree that:**





- you will only use the App for the purpose of receiving the Kit App Services and/or to access the Kit Account Services and not for any other purpose;
- it is your responsibility to evaluate notifications or alerts received by us, including via the App, and take appropriate action;
- the Kit Account Services provided through the App are subject to the separate Kit Card and Account Terms and Conditions, PDS, FSG and TMD referenced in these Terms of Use; and
- if you access the Kit practice playground functionality in the App and you choose not to create an account as part of the Kit Account Services, no transfer or payment of actual cash will occur through this App;
- .

**You must not either yourself or allow on your behalf any agent or third party to:**

- copy any aspect of the App and the Kit App Services or Kit Account Services other than in the ordinary course of the operation, use, marketing, or promotion of this App, the general Kit Services or the Kit Account Services under these Terms of Use or the Kit Card and Account Terms and Conditions as applicable;
- subject to applicable law, decompile, disassemble, or otherwise reverse engineer any aspect of the App or its associated services or determine any source code, algorithms, methods or techniques used or embodied in the App;
- without our prior written consent, modify, translate, adapt or otherwise create derivative works based upon, the App or associated Kit App Services or Kit Account Services;
- copy ideas, features, functions, or graphics of the App for use in another product or service;
- use the App directly or indirectly for any activity or upload, store or transmit any data, information, or material unlawfully or which prevents any other customer from accessing, using, or enjoying the App;
- attempt to gain unauthorised access to the App and associated Kit services or any part thereof, or use another person's name, registration account, log in identification or password;
- knowingly introduce or transmit any malicious code or other disabling feature to or from the App;
- remove, disable, or modify any security, anti-virus or other software on the App;
- attempt to gain access to any data or information within or through the App, other than your data;
- use the App, Kit App Services and/or Kit Account Services in whole or in part to provide any third party, including an App service provider, with data obtained in connection with these Terms of Use, unless expressly agreed in writing by Kit; and/or
- remove any intellectual property ownership or management information appearing in any part of the App and associated Kit App Services.

**10. Usage monitoring and reporting**

In addition to the monitoring rights provided to us and Apple or Google under Your respective, separate Apple store and Google Play store terms and conditions, you understand and agree that we may monitor and measure access to and use of the App, the Kit App Services and/or the Kit Account Services (as applicable) by you for the purpose of ensuring:

- compliance with these Terms of Use; and
- technical efficiency and security of the App and Kit Services and Kit Account Services.



## **11. Fees and charges**

For the Kit App Services, we currently do not charge any fees for downloading the App and using the Kit App Services.

For the Kit Account Services, fees and charges are as set out in the PDS.

In all cases, you may incur charges from your mobile service provider for downloading and using the App, including using the internet with the App.

## **12. Warranties**

### **Kit App Services**

Nothing in these terms excludes, restricts, or modifies any guarantee, term, condition, warranty, or any right or remedy, implied or imposed by any law or legislation which cannot lawfully be excluded or limited, including the Competition and Consumer Act 2010 (Cth) (Australian Consumer Law) which contains guarantees that protect the purchasers of goods and services in certain circumstances.

To the extent permitted by law, Kit does not warrant that the Kit App or Kit App Services will meet any requirements or that their operation will be entirely error-free or that all defects are capable of correction or improvement. Subject to any implied term, condition or warranty imposed by the Australian Consumer Law as amended and/or under similar state legislation, all other warranties including any implied warranties of merchantability, satisfactory quality or fitness for purpose or ability to achieve a particular result are hereby excluded.

Kit's goods and services come with guarantees that cannot be excluded under the Australian Consumer Law. For major failures with the Kit App Services, you are entitled:

- to cancel your Kit App Services with us (and delete the App); and
- to a refund for the unused portion, or to compensation for its reduced value.

You are also entitled to choose a refund or replacement for major failures with goods.

If a failure with the goods or a service does not amount to a major failure, you are entitled to have the failure rectified in a reasonable time. If this is not done, you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion. You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

### **Kit Account Services**



Your warranties and related rights for the **Kit Account Services** are set out in the Kit Card and Account Terms and Conditions.

### **Confidential and up-to-date information**

Subject to our requirements by law, the Kit Card and Account Terms and Conditions, PDS, FSG and TMD (for the Kit Account Services), we will take all reasonable steps to ensure that the information available through the App is correct and updated regularly.

Please refer to our Privacy Policy for how we will protect your Kit App Services account information.

## **13. Intellectual Property**

You agree that you:

- do not have any right, title, or interest in or to any proprietary rights relating to the information contained in the App, Kit App Services or Kit Account Services; and
- will not reproduce information obtained by using the App, Kit App Services or Kit Account Services, except where such reproduction is for your own personal non-commercial use in accordance with these Terms of Use.

## **14. Limitations related to this App**

Nothing in these Terms of Use excludes, restricts, or modifies any guarantee, term, condition, warranty, or any right or remedy, implied or imposed by any law or legislation which cannot lawfully be excluded or limited. Subject to such implied or imposed matters and to your rights of termination set out in clause 17 (Limitation, Suspension or Termination), to the maximum extent permitted by law:

- our liability to you for any claims relating to a defect in the App or any unavailability of the Kit App Services or Kit Account Services through use of the App, is limited to the re-supply of the associated Kit App Services again; and
- we aren't liable under these Terms of Use for any indirect, special, or consequential losses (including loss of profits, actual or anticipated revenue by you).

We will not be responsible, liable, or held to be in breach of these Terms of Use for any failure to perform our obligations under these Terms of Use or otherwise if such failure is attributable:

- to you failing to comply with your obligations under these Terms of Use (including your compliance with any law);
- negligence, errors, fraud or other misconduct by you;



- a third party (other than any third party under our control); and/or
- any event or matter beyond our reasonable control.

You understand that the Kit App Services and Kit Account Services depend on access to the internet to operate. Where internet activity is lost, the applicable services may be downgraded or rendered unavailable.

## 15. Licence

Subject to these Terms of Use, while you are a registered user of the App, we grant you a personal, non-exclusive, non-transferable, limited, and revocable license to use the App for personal and/or non-commercial use for the sole purpose of accessing and for receiving the Kit App Services or accessing the Kit Account Services, as applicable. Any use of the App (in whole or part) in any other manner, including but not limited to, resale, transfer, modification, or distribution of the App is prohibited.

To the extent that you have any proprietary rights in the data captured in connection with your use of the Kit App Services and Kit Account Services, you grant to Kit a non-exclusive, worldwide, royalty free licence to:

- collect, host, copy, transmit, display and store; and
- disclose and provide access to,

such data as necessary for Kit to provide the Kit App Services and make available the Kit Account Services in accordance with these Terms of Use.

## 16. Making a complaint about the App

We try to get things right the first time – but if we don't, we will do what we can to fix it. If you have an issue about the Kit App or Kit App Services, you can raise a request for support or, if necessary, make a complaint directly in the App, or by emailing us at [support@heykit.com.au](mailto:support@heykit.com.au)

We will:

- keep a record of your complaint;
- acknowledge your complaint within 1 business day;
- do our best to give you our final response within 30 calendar days; and
- if we can't complete our investigation within 30 calendar days, we'll let you know why.

The App is not provided by Apple, Google or any other third party distributor. Accordingly, any queries or complaints regarding the App (including but not limited to issues relating to intellectual property) should be directed to us. This condition applies for the benefit of Apple, Google and any other third party distributor.

## 17. Limitation, Suspension or Termination



Despite any right contained in these Terms of Use, we are obliged to implement United Nations Security Council sanctions as Australia is a member state of the United Nations. Therefore, we may be prohibited from dealing with certain persons or entities.

This means that if we are aware that you are or appear to be a Proscribed Person, we may immediately refuse to process or complete any transaction or dealing of yours and/or suspend or terminate the provision of the Kit App, Kit App Services, or the Kit Account Services to you.

We can also suspend or terminate access to the Kit App, Kit Services and/or Kit Account Services, or, through the Kit Account Services issuer Hay Limited, not process a transaction as described in the Kit Card and Account Terms and Conditions and PDS if:

- we reasonably think you are using the Kit App, Kit App Services or Kit Account Services in connection with unlawful activities, including in a fraudulent way or in a way that might cause you, us, or others to lose money;
- we consider doing so is reasonably necessary, including to manage our compliance with laws in Australia or overseas, or to manage regulatory risk;
- we detect or suspect unusual activity which may be the result of malware or a virus, ID takeover or phishing, in which case we reserve the right to withhold access to the App where we continue to detect malware or a virus, or you refuse to follow our recommendations provided to you to assist with the removal of malware and/or viruses from your computer or device; and/or
- you are accessing the App within sanctioned countries. (A list of the sanctioned countries can be found at [What You Need to Know | Australian Government Department of Foreign Affairs and Trade \(dfat.gov.au\)](https://www.dfat.gov.au/what-you-need-to-know/australian-government-department-of-foreign-affairs-and-trade).)

In each of the circumstances above, we may, for security or legitimate business purposes (including where required by law), suspend, or terminate without notice where reasonably required.

**We may also suspend or terminate** the provision of the Kit App, Kit Services or Kit Account Services if:

- we believe you are in breach of any of these Terms of Use, including where we reasonably suspect you of engaging in fraud or any other illegal activity or you use or attempt to use the App to engage in any activity that is not legal in Australia;
- you give us false or inaccurate information when you provide information to the App or apply for or use the Kit Account Services;
- you include or use inappropriate content on the App;
- for security, technical, maintenance or operational reasons where we consider it reasonably necessary or appropriate to do so in accordance with our legitimate business purpose; and/or
- we otherwise reasonably believe to do so protects our legitimate business or security interests.

**When we exercise this discretion, we will:**

- provide you with as much prior notice as is reasonable in the circumstances;
- act fairly and reasonably towards you in a consistent and ethical manner; and
- consider your conduct, our conduct, and the products and/or services that are being used.



### **If you seek to terminate use of this App**

You may terminate these Terms of Use by deleting the App or using any relevant close account function in the App.

The termination provisions for Kit Account Services are as set out in the Kit Card and Account Terms and Conditions.

### **If the App is terminated or suspended by us:**

- these Terms of Use will remain in effect to the extent such Terms of Use are intended to survive, and we both will remain bound by them except that your right to access or use the App and Kit App Services will terminate or be suspended; and
- for the Kit Account Services, the termination or suspension process set out in the Kit Card and Account Terms and Conditions will apply.

You acknowledge that **your personal settings and other saved data may be lost on termination or withdrawal** of access to the App or any of its features, and that we are not responsible for any such loss where we have acted in accordance with these terms and conditions.

## **18. Communications with you**

We may send you notifications via a push notification service or other reminder mechanism, via email, or via SMS.

Push notifications or alerts will be sent to any compatible Apple or Android device on which (a) you have installed the App, (b) you have notifications enabled, and (c) where the device is associated with your mobile number (including for wearables if that becomes an option). For your Apple device, you can enable or disable notifications for this App via the Notifications tab in your device Settings. For your Android device, you can turn notifications for this App on or off via Settings within the App.

Depending on your device settings, notifications may be seen by other people (including unauthorised persons) who are able to see your device or any linked peripheral devices (for example, a smart watch). Please check the notifications settings on all your devices to ensure the privacy and notifications settings are appropriate for your use.

Notifications may include:

- Account alerts (e.g., balance, payments due, incoming payments, transaction notifications);
- Security and service alerts;
- Alerts when new versions or upgrades are available;
- Special offers, information and reminders about products and services; and/or
- Details of transactions and spend.

You acknowledge and agree:



- to receive notifications and acknowledge that their delivery may be subject to the quality of your connection and the accuracy of the contact details you have provided. It is your responsibility to check any notification information before acting on it; and
- all general notifications will be sent to you through the “notifications function” of the App.

We reserve the right to suspend, change or discontinue notifications at any time for our legitimate business purposes, including for security purposes or where our notifications do not align with our operational requirements for the App.

Notifications do not affect your obligation to comply with the terms applicable to the Kit App and Kit Account Services.

As part of the App, we may from time to time send you messages that include commercial electronic messages advertising, promoting, or offering new or existing products, services or messages. Where we send you a message that has commercial component, we will include information as to how to unsubscribe from future, similar messages.

## **19. Your information**

We collect and store information when you download, install, and use the App, and register for and login to use the Kit App Services, Kit Account Services and the other services accessed via the App.

You must give us accurate and complete information. Otherwise, you may be breaking the law and we may not be able to provide you with certain parts of our services. If you change your personal details (for example, name or email address) you must tell us straight away.

Our collection and use of your personal information is governed by our Privacy Policy, which can be viewed at <https://heykit.com.au/legal/privacy-policy>

Our policy includes information about:

- The ways we may collect, use, or exchange your information.
- How you may access and seek correction of the information; and
- How to make a complaint about a breach of your privacy rights, and our complaint handling procedures.

For privacy related enquiries, please contact us using the contact details set out in our Privacy Policy. Our policy should be read in conjunction with any privacy disclosures you are given when you use the Kit App Services or apply for the Kit Account Services or Kit Card.

## **20. Other things you should know**

### **Changes to these App Terms of Use**



We may change these App Terms of Use at any time if we deem such changes are required for our legitimate business interests (including for security purposes or where we adjust the functionality or services provided under the App). We will provide you with as much prior notice as is possible in the circumstances and notify you of any material changes (which are changes that are more than mere typos or where certain functionality and/or associated terms and conditions are no longer relevant) by electronic notice to you through the email or in App notification. If you do not agree to any changes, you may terminate your use of this App and the associated Kit services. Your continued use of the App and associated Kit services after any such variation or modification will be taken to be an acceptance of such variation or modification. We may, however, also require you to confirm your acceptance of changes to continue using the App or associated Kit services.

If we make a change that you are not happy with, you should:

- stop using and uninstall the App immediately; and
- clause 17 of these Terms of Use will apply.

For clarity, any **changes to the Kit Account Services or Kit Card product** will be governed by the Kit Card and Account Terms and Conditions.

#### **Check the details you enter carefully**

If you enter your details into the App and particularly if you apply for or use the Kit Account Services, please take care to enter the correct name, account and/or other payment details or your payment, receipt or transfer of funds may be unsuccessful and/or you may not be able to recover a payment made to an incorrect recipient. We will not check that the details you provide are correct.

For the Kit Account Services, you cannot delete or cancel a payment transaction once you have made it through the App. Please review the Kit Card and Account Terms and Conditions for further details on how payment transactions are managed.

You are responsible for entering the correct account details when sharing information in the App, via email, or SMS on your device(s).

#### **Using your location data**

If you grant permission through the Kit App to use your device's location information, we may log this location information for security purposes and to enable other Kit App functionality where location information is required.

#### **Messages from our staff**

Where you have a query, our staff will respond to your query via email. It is your responsibility to ensure that notifications are enabled on your Device or account so that you receive messages in reply in a timely manner.

#### **Brand Marks**







Apple, the Apple logo, Apple Pay, Apple Watch, MacBook Pro, iPad and iPhone are trademarks of Apple Inc., registered in the U.S. and other countries.

Google, Google Play and the Google and Google Play logos are trademarks of Google registered in the U.S. and other countries.

Visa, the any Visa brand marks are registered trademarks of Visa.

### **Severability**

If any provision or part of any provision of the Agreement is deemed invalid, this will not affect the validity of the remaining provisions or part the remaining part of the affected provision of these Terms of Use which will remain in full force and effect.

### **Waiver**

A failure by Kit to assert any right under the Agreement will not constitute a waiver of that right nor will any such failure be taken to be a further or continuing waiver of that term.

### **Assignment**

Kit can assign or otherwise transfer any of its rights under the Agreement at any time if we provide you with reasonable notice and if you do not agree to our assignment, you can cancel your use of the Kit App Services and delete the App. You are deemed to have accepted the assignment if you continue to use the App after 30 days following our notice to you.

### **Links**

Any links to third party sites appearing in the App are provided for your convenience only. Your access of third-party sites using these links is done at your own risk.

### **Applicable law**

The Agreement is governed by, and will be construed according to, the laws of the State of New South Wales.

By using the App and associated Kit services you irrevocably submit to the jurisdiction of the Courts of the State of New South Wales and the courts competent to determine appeals from those courts, with respect to any proceedings which may be brought at any time relating in any way to the Agreement.

### **Software licenses**



We use software from various vendors to provide this App and associated Kit services. Where we are required to display the relating licence terms and conditions, we will do so through these Terms of Use or otherwise through the App as notified to you.

### **Security and compatibility – Android Devices**

This paragraph applies to Android devices only if the App is available for download to Android devices. To assist with the security and compatibility of the Android environment in which this App runs on your device, certain information relating to your device may be shared with Google for analysis via Google's Safety Net Attestation API, for example, device and Application data and the results of integrity checks. In addition to your agreement to comply with the Google Play Terms of Service, by using this App, you agree with the Google APIs Terms of Service and SafetyNet Attestation API, which you can access on Google's website.

### **Products and services only provided to Australian residents**

This App (including the Kit App Services and Kit Account Services provided through the App) are only available to Australian residents and by agreeing to these Terms of Use and using the associated Kit services you represent that you are an Australian resident.

### **Accessing the App from more than one Device**

For security reasons, we may limit the number of devices you can use to install and register to the Kit App. This limitation may include limiting the number devices you can use the Kit App on concurrently. If you add a new device, you will need to comply with certain security verifications as part of your registration of that device, and these security verifications will be made available to you through the App. If you seek to de-register the App from a device, you should delete the App.

### **Collecting device and network information**

You acknowledge and agree that we will collect information about your device and network connectivity for security purposes, including:

- Device characteristics and unique identifiers;
- Cellular and WiFi network names and encryption levels; and
- IP addresses.

### **Contact**

If you have any questions, feedback or other comments relating to the App or these Terms of Use, please do not hesitate to contact us by raising a request for support in the App, or by emailing us at [support@heykit.com.au](mailto:support@heykit.com.au).

### **21. Meaning of words for these Terms of Use**



**Access Code** means the code the Parent or Child have set up associated with their profile in the app. To be used by the Parent, or any Child a Parent has authorised to use the Kit App.

**“App” or “Kit App”** means the Kit mobile device application and services available through it, including general tools and content under the application, the Kit App Services, and access to the Kit Account Services.

**Business Day** means a day on which banks are open for general banking in Sydney, not being a Saturday, Sunday, or public holiday.

**Compatible Apple devices or Google devices** means either iphones that meet the requirements listed in the Apple App Store, or Android devices that meet the requirements listed on Google Play (as appropriate).

**Child** means the child or ward in the care and/or control of a Parent

**Device** or device means Apple or Android compatible devices that meet the requirements listed in the Apple App Store or Google Play store (as appropriate)

**Fees** means the fees payable by you to Kit or to the Kit Account Issuer in relation to your use of the Kit Services or Kit Transaction Services as set out in these Terms of Use or detailed in the PDS.

**FSG or Financial Services Guide** means the financial services guide prepared jointly by us and the Kit Account Issuer that is designed to assist you make an informed decision about whether to use the Kit Account Services. The FSG may be found <https://heykit.com.au/legal/financial-services-guide>

**Kit Card and Account Terms and Conditions** are the terms and conditions provided by the Kit Account Issuer and which relate to the Kit Account Services. The Kit Card and Account Terms and Conditions may be found under the same name at <https://heykit.com.au/legal/kit-card-and-account-terms-and-conditions>

**Hay Limited** means the issuer of the Kit Card that forms part of the Kit Account Services, whose details are as follows: ABN 34 629 037 403; address of 22 Hutchinson Street, Surry Hills NSW 2010, Australia; and Australian Financial Service Licence number 515459

**“Kit”, “we”, “us” and “our”** means CBA New Digital Businesses Pty Ltd trading as Hey Kit (ABN 38 633 072 830), located at The Foundry, 1 Locomotive Street, South Eveleigh NSW 2015. We are a wholly owned but non-guaranteed subsidiary of the Commonwealth Bank of Australia (ABN 48 123 123 124 and AFSL 234945). CBA New Digital Businesses Pty Ltd is not an Authorised Deposit-taking Institution for the purposes of the Banking Act 1959 and its obligations do not represent deposits or other liabilities of CBA;

**Kit Account** means the digital transaction account that forms part of the Kit Account Services, which may be linked to a Kit Card



**Kit Account Issuer** means Hay Limited

**Kit Account Services** means the services provided to you by Hay Limited under the Kit Card and Account Terms and Conditions, including services that cover the issuance and use of the Kit digital transaction account and related Kit Card(s) that are linked to such account.

**Kit App Services** means the base services we provide you through the App (as further described in clause 3 of these Terms of Use), which cover the App's general functionality and our App support to you. The Kit App Services relate to the Kit App itself and exclude the Kit Account Services.

**Kit Card** means the Visa prepaid card(s) issued by the Kit Account Issuer that forms part of the Kit Account Services

**Parent** means the parent or guardian of a Child (or Children) who is over 18 and who has downloaded the App and agrees (a) to these Terms of Use for the Kit App Services, and (b) who may apply for and receive the Kit Account Services (in which case has also agreed to the terms and conditions of the PDS, FSG and TMD).

**PDS or Product Disclosure Statement** means the product disclosure statement issued by Hay Limited in respect of the Kit Card, available at <https://heykit.com.au/legal/product-disclosure-statement>

**'Privacy Policy'** means our policy on how Kit will collect and use your personal information. Our Privacy Policy is available at <https://heykit.com.au/legal/privacy-policy>

**Proscribed person** is a person who Appears to us to:

- be a proscribed person or entity under the Charter of the United Nations Act 1945 (Cth);
- be in breach of the laws of any jurisdiction relating to money laundering or counter-terrorism;
- appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction; and/or
- act on behalf, or for the benefit of, a person referred to above.

**TMD or Target Market Determination** means the document required to be produced under section 994B of the *Corporations Act 2001*, which describes certain attributes of a "financial product" for the purpose of Part 7.8A of the *Corporations Act 2001*. Available at <https://heykit.com.au/legal/target-market-determination>

**Visa** means Visa<sup>®</sup> International Incorporated

**"you" or "your"** means, as applicable, the person or Parent who downloads the App and/or applies for and holds an Kit Account Services. To avoid doubt, where a Child downloads the App, you or your means the Parent of the Child in accordance with these Terms of Use.



**Kit**

[heykit.com.au](https://heykit.com.au)