



# Kit Card and Account Terms and Conditions

Issued by Hay Limited

ABN 34 629 037 403

Australian Financial Services Licence No. 515459

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## 1. About

Thank you for choosing a Kit Account ('Account') and Kit Card ('Card'). The Card and Account are issued by Hay Limited (Hay). This document sets out the Terms and Conditions of your Account and Card, and forms part of your contract with Kit ('we', 'us' or 'Kit'). You will be considered to have agreed to these Terms and Conditions, on the earlier of when you first use your Account or when you otherwise agree to these Terms and Conditions. We encourage you to read this document.

You should also read through the Product Disclosure Statement (**PDS**) and Target Market Determination (TMD) you were provided with when you applied for the Card and your Account as together these form Hay Limited's agreement with you for use of this product. It is important that you understand these Terms and Conditions because they set out our agreement on what will happen with regards to how we use your information, security, fees and charges and limits.

You can find the Product Disclosure Statement (PDS), Target Market Determination (TMD), Financial Services Guide (FSG), Kit App Terms of Use, Apple Pay and Google Pay Terms and Conditions and Kit website Terms and Conditions at Important Legal Information found at [www.heykit.com.au/legal](http://www.heykit.com.au/legal)

## 2. Meaning of words

In these Terms and Conditions, words that have a capital letter have the following meaning:

- **Available Balance:** means the value stored on your Kit Card and available in your Kit Account at a particular point in time (in Australian Dollars or AUD) which you can see in the Kit app.
- **Accountholder** means those who are authorised to hold Kit Accounts issued by Hay.
- **Boss Linked Account** means the account you select to link to your Kit account in onboarding. This account can be changed in the Kit app. This account must be one you have authorisation to transact on.
- **Bosscode** refers to the code you set up to protect the Kit Account, this code will allow you to perform boss only actions on the Kit Account. You must not share this code with your child, **as it will allow the child to perform actions on the Kit Account they are not permitted to, such as transferring in from your Boss Linked Account.**
- **Cardholders** means those who are authorised to hold Kit Cards issued by Hay.
- **Device** means any equipment or artefact designed to be used to access your Kit Account.
- **Issuer** means Hay Limited ABN 34 629 037 403 Australian Financial Services Licence No. 515459 and the Issuer of both the Kit Card and Kit Account. Hay Limited 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** is a brand of 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. Kit is a distributor of the Hay issued Kit Account and Kit Card.
- **Kit Account or Account:** means the digital account issued by Hay Limited, that is linked to your Kit Card. The Kit Account represents your Available Balance but is not a bank account.
- **Kit Card or Card** means the physical and digital reloadable Visa prepaid card which Hay issue to you.
- **Kit app** means the application on your Device that you access your Kit Card and Kit Account from.



- **Kit Membership Fee:** As outlined in section 10 of the Product Disclosure Statement, the Kit Membership Fee is the fee payable for access to the Kit Card, Kit Account and any other benefits Kit members may be entitled to as part of the membership.
- **Maximum Top up:** this daily limit is the total of all transfer of value to the Kit Card and Kit Account. This will include transfers from another bank account, PayTo or Direct Debit from your Boss Linked Account and positive value transactions to the Kit Card, such as a Merchant refund.
- **Merchant** means authorised vendors who are able to accept and process a Visa prepaid card.
- **Purchase Transaction** means using the Kit Card at a Merchant
- **PIN:** means personal identification number and the set of digits used to protect access to your Kit Card which is created by you when signing up to Kit.
- **Terms and Conditions** means the detail and rules that apply to the opening, fulfilment and use of the Kit Card and Kit Account. They are an essential part of a contract between the Cardholder and Hay Limited as the Issuer of the Card and Account
- **Total Balance** means the value stored in your Kit Account at a particular point in time (in Australian Dollars or AUD) which you can see in the Kit app. your
- **Unauthorised Transactions:** means a transaction which you haven't authorised and without your knowledge and consent.
- **Visa:** means Visa Worldwide PTE Ltd.

#### Meaning of words for section 14. PayTo Service Agreement

- **Authorised Payment Mandate** means a Mandate that has been authorised by you as the Boss Linked Account owner and stored in the Mandate Management Service, authorising an NPP Payment, or a series of NPP Payments, to be made from the Boss Linked Account to your Kit Account, in accordance with its terms.
- **Linked Financial Institution** has the meaning given in clause 14.4.
- **Insolvency** has meaning given by the Corporations Act 2001.
- **Bankruptcy** has the meaning given by the Bankruptcy Act 1996.
- **Boss Linked Account** means the account from which you are requesting payment, which must be your own account, held with another financial institution.
- **Boss Linked Account Owner:** means the owner of the account from which you are requesting payment.
- **Mandate** has the meaning given in clause 1.
- **Mandate Management Service** means the central, secure database operated by NPP Australia Limited of Authorised Payment Mandates.
- **NPP Payments** means electronic payments cleared and settled by participating financial institutions via the NPP (New Payments Platform operated by NPP Australia Limited).
- **Our Intellectual Property** has the meaning given in clause 14.29.
- **PayTo** means a service which enables:
  - (a) an eligible Customer to request, and a Boss Linked Account owner to pre-authorise an NPP Payment, or a series of NPP Payments, in accordance with an Authorised Payment Mandate; (b) an eligible customer to amend, suspend, unsuspend, and cancel Authorised Payment Mandates.



- **Term** means the period between the date on which you confirm acceptance to be bound by the terms of this agreement and the date on which either party terminates this agreement.
- **Hay** means Hay Limited A.B.N. 34 629 037 403 the issuer of the Card / Account and AFSL holder AFSL 515 459.
- **you and your** means you as a Kit customer eligible to utilise PayTo and the Mandate Management Service or, as applicable, you as the owner of the Boss Linked Account.

### 3. The Kit Card and Kit Account

The Kit Account is a transaction account that can be used to transfer value onto the Kit Card. The Kit Account cannot itself be used to purchase goods and services or withdraw cash; it can only be used to transfer value onto Kit Card. The Kit Account can be loaded with value subject to Maximum Kit Account limit, as set out in the section 07.02.

The Kit Card is a reloadable Visa prepaid card. When you are issued with a Card you will receive a physical version of the Card which is linked to your Kit Account within the Kit app. Once you have loaded value to your Card, subject to limits set out in these terms and conditions, you can use it anywhere in the world (where Visa prepaid cards are accepted) to access your Available Balance, up to the Total Daily Transaction limit (see clause 07.02) and to make purchases.

You can use the Card to withdraw cash at ATMs (note there is a daily limit that applies, see clause 07.02 and subject to fees as outlined in the PDS). Your Account is linked to your Card, you can only access the value you have loaded to your account. The Card is not a credit or debit card.

### 4. Eligibility

To apply for a Kit Card and Kit Account, you must be at least 18 years old and comply with any of our eligibility criteria communicated during the account opening process.

### 5. Anti-Money Laundering and Counter-Terrorism Financing

As part of the account opening process, we will require evidence of who you are and where you live. As part of our legal obligations, we need to check the information you provide against records maintained by reporting and fraud prevention agencies/ organisations. However, we do not perform a credit check on you and the searches we perform are only for verifying your identity.

You must let us know as soon as possible when any of your details change.

We may need to block, delay, lock or refuse transactions or suspend or close your account where we reasonably consider that a transaction is fraudulent or in breach of anti-money laundering laws or where we have concerns regarding your money laundering or terrorism financing risk. We are not responsible for any loss that arises where this occurs. Where we can, we will let you know why we have stopped the transaction. However, in some cases our legal obligations will stop us from being able to tell you.

### 6. Activating your Kit Card

Once you have opened your Kit Account and Kit Card, we will post your Kit Card to you. Before you use your Kit Card for the first time you will need to activate it in the spend section of your Kit app.



## 7. Using your Kit Card

### 07.01 Loading value on your Kit Card and Kit Account

You can transfer value to your Kit Account by using the transfer functionality in the Kit app to pull funds directly from your Boss Linked Account, alternatively you can set up a Payday. You can also transfer funds into the Kit Account from another financial institution by using the Kit BSB and account number found in app. You can find further instructions for how you can transfer value to your Account in the Kit app. Transfers to your Account will be credited to your Available Balance when they have cleared. Once the value is showing in your Account, you can use it to make purchases on your Kit Card.

### 07.02 Limits

There are default limits that apply to the Kit Card and Kit Account:

<b>\$5,000</b>	Maximum value you can store in your Kit Account at any one time
<b>\$1,000</b>	Maximum top up per day (for included transactions, see definitions)
<b>\$1,000</b>	Maximum daily bank transfers to your Boss Linked Account only
<b>\$849</b>	Total Daily Transaction Limit using your Kit Card per 24 hours rolling (user can set a lower spend limit in app)
<b>\$150</b>	Maximum ATM cash out per day

At any time, we can adjust the limits to protect your interests or ours.

The Card and Account Limits applied to this product are listed for your awareness above as well as in the PDS. We will let you know via the Kit app or email if your limits are adjusted.

### 07.03 ATM withdrawals

You can withdraw cash from your Available Balance using your Kit Card at any Domestic ATM that accepts Visa prepaid cards, up to the Maximum ATM cash out per day limit (see clause 07.02). There are no Hay or Kit fees for using ATMs. However, you may be charged fees by other financial institutions or ATM providers when using some ATMs.

### 07.04 Card transactions

You can use your Kit Card to make purchases online and instore anywhere that Visa prepaid cards are accepted. To make a purchase online you will need to use your card number, expiry and CVC, these details are on the back of your Kit Card or available in the Kit app.

Within Australia you can make contactless transactions under \$100 without using your PIN. Contactless limits may vary in different countries. Like with any transaction, please make sure you check the amount is correct on the terminal before authorising a contactless transaction.

We will deduct the amount of any transaction using your Card from your Available Balance. You can't stop payment on a transaction after it has been completed. For mistaken or disputed payments please refer to clause 10. We do not allow negative balances.

Sometimes a transaction cannot be processed due to reasons outside of our control, for example where there are network issues which may affect the relevant payment terminal. We are not responsible where a transaction authorisation is declined for any reason.



### **07.05 Digital Wallet transactions**

You can add your Kit card to Apple Pay and Google Pay on supported devices. Full Apple Pay and Google Pay Terms and Conditions are found at [www.heykit.com.au/legal](http://www.heykit.com.au/legal).

### **07.06 Using your Kit Card outside Australia**

All transactions in foreign currencies will be converted into Australian Dollars (AUD).

All foreign currency transactions will be processed using the foreign exchange rate determined by Visa at the time of settlement. We do not charge fees, margins, or spreads for foreign exchange payments. The international merchant may charge fees to accept the payment type that we cannot control. The actual foreign exchange rate that has been applied will be shown in your Kit app on settlement.

### **07.07 Restrictions on use**

You can't use your Kit Card or Kit Account for any illegal purposes including purchasing anything that is illegal under Australian law. The Kit Card blocks the ability to make purchases at Merchants identified such as gambling, the sale of alcohol, and other merchants we deem inappropriate for the product, our merchant blocking is limited to merchants that identify themselves as such. You can't sell or give your Card to any other person; it is only for your personal use. You can only have one Card at a time.

## **8. Fees**

The PDS section 10 contains current fees and charges that apply in connection with your Kit Card and Kit Account as well as related payment terms that include details on suspension or termination of accounts for unpaid fees.

Details on the Kit membership fee is also available at [www.heykit.com.au/pricing](http://www.heykit.com.au/pricing)

You must pay us the fees that are or may become payable under these Kit Card and Account Terms and Conditions and PDS. We will debit your Boss Linked Account for the fees that are payable to us when they are payable.

Merchants and financial institutions may also impose fees or surcharges, which are separate from and in addition to our Fees outlined in our PDS.

## **9. Security**

### **09.01 Protecting your Kit Card information and PIN**

It is important you keep your Kit app, Kit Account and Kit Card information and PIN and Bosscode secure. This means that you must not unnecessarily disclose the card number on your Card, write a PIN or Bosscode down either on the Card or on something you carry with the Card, or share your PIN or Bosscode with any other person.

### **09.02 What to do when you suspect your Kit Card is compromised or lost**

If you believe your physical Kit Card is lost (and there's a chance you'll find it) you can simply lock your Card in the Kit app so that it cannot be used. While the physical Card is locked you can continue to make payments from your Kit Account back to your Boss Linked Account through the transfer functionality. After you have locked your Card, you will not be able to use your Card until you unlock it. If you believe



your Card has been lost, damaged, compromised (not just temporarily lost) then you must immediately report your Card lost or stolen within the Kit app and request a new Card.

## 10. Responsibility for mistaken or Unauthorised Transactions

Where you think a transaction is an Unauthorised Transaction or is otherwise incorrect, please get in touch with us immediately via the Kit app and provide as much information as you can about the relevant transaction so we can investigate further.

There are specific circumstances and time frames where we can claim a refund in connection with a disputed transaction. This means that our ability to investigate a disputed transaction is limited to the time frames imposed by payment service providers and schemes that we deal with, so it is important to let us know as soon as possible after you become aware of a disputed transaction.

### 10.01 Mistaken payment

Where you make a mistake when making a payment, we will try to reverse the transaction and retrieve your funds. However, if we can't reverse the transaction, we are not responsible, and you will be liable for the mistaken payment.

### 10.02 Incorrect payments/issues with a purchase

If you have a problem with a purchase made with your Kit Card or a disputed transaction, the first step is to get in touch with the merchant you made the purchase from.

If you cannot resolve the matter with the merchant, contact us about the disputed transaction via the Kit app.

## 11. Lost, stolen Kit Card or compromised PIN

You will not be responsible for Unauthorised Transactions:

- that occur before your Kit Card is received by you;
- that occur after you have locked or cancelled your Card and while it remains locked; or
- where you didn't contribute to the Unauthorised Transaction.

We may consider that you have contributed to an Unauthorised Transaction where:

- you have not kept your Card, PIN or Bosscode reasonably secure; or
- there was an unreasonable delay in locking or cancelling your Card where you believed it was lost, stolen or otherwise compromised.

## 12. Transaction history

You can view your transaction history in the Kit app at any time. We take security seriously but please regularly check it to make sure there is nothing unusual such as:

- transactions you don't recognise.
- transactions you didn't authorise.
- transactions where you never received the relevant goods or services.
- transactions where the purchase price differs to the purchase amount; or
- you think a transaction may have been duplicated.

## 13. Direct Debit Requests



To pull funds into your Kit Account you will set up a 'Boss Linked Account' at the time of onboarding. Per the Direct Debit Request Service Agreement (available at [www.heykit.com.au/legal](http://www.heykit.com.au/legal)), we will use that account to fund the Kit Account. If your nominated Boss Linked Account is eligible for PayTo we will also set up a PayTo agreement, see section 14. 'PayTo Service Agreement' for terms.

If you set up both PayTo and Direct Debit, PayTo will be used as the preferred transfer method, and Direct Debit will be used in instances where PayTo is not available.

There are 2 ways to instruct this direct debit funding of the Kit Account, these can be updated or cancelled anytime in the Kit app:

- **PayDay:** In the Kit app you can establish a PayDay to regularly pay your child to their Kit Account. In the earn section of the Kit app, you can click to set up a PayDay, you may select a frequency for this payment (weekly, fortnightly, monthly), set the amount, and chose to make the payment contingent on your child completing tasks. You or your child must mark the tasks as complete, provided the tasks are completed by midnight the day before the scheduled PayDay, we will instruct the direct debit of your Boss Linked Account for the PayDay amount. If you do not make PayDay contingent on task completion, we will instruct the direct debit on the day of your PayDay.
- **Transfer from Boss Linked Account:** In the Kit app on the spend or save screens, you can select transfer from the source account for any amount (provided it does not push the Kit Account over the maximum product limit). This will instruct the direct debit from your Boss Linked Account. You will need to confirm the transfer by using your Bosscode.

You can cancel or suspend the Direct Debit Request; or change, stop or defer an individual debit payment at any time by giving the initiator at least 3 days notice. To do so contact [support@heykit.com.au](mailto:support@heykit.com.au). Refer the Direct Debit Service agreement for more details (available at [www.heykit.com.au/legal](http://www.heykit.com.au/legal)).

#### **14. PayTo Service Agreement**

This is your PayTo Service Agreement with us. It explains what your obligations are if you ask us to establish a PayTo payment agreement. It also details what our obligations are to you. Where your Boss Linked Account is eligible for PayTo we will prompt you in app to set up. Once accepted in your banking app, there are 2 ways to instruct this PayTo funding of the Kit Account, these can be updated or cancelled anytime in the Kit app:

- **PayDay:** In the Kit app you can establish a PayDay to regularly pay your child to their Kit Account. In the earn section of the Kit app, you can click to set up a PayDay, you may select a frequency for this payment (weekly, fortnightly, monthly), set the amount, and chose to make the payment contingent on your child completing tasks. You or your child must mark the tasks as complete, provided the tasks are completed by midnight the day before the scheduled PayDay, we will instruct the payment from your Boss Linked Account for the PayDay amount. If you do not make PayDay contingent on task completion, we will instruct the payment on the day of your PayDay.
- **Transfer from Boss Linked Account:** In the Kit app on the spend or save screens, you can select transfer from the source account for any amount (provided it does not push the Kit Account over the maximum product limits). This will instruct the payment from your Boss Linked Account. You will need to confirm the transfer by using your Bosscode.

Where a PayDay is in place or you request a transfer from your Boss Linked Account, if the PayTo Service agreement is not fully activated or no longer active, the PayDay or transfer will be instructed via a direct debit to transfer funds from the Boss Linked Account (see section 13).





### **Approval and ongoing conditions**

14.1 To be eligible, and continue to be eligible to access Payto throughout the Term, you must satisfy our eligibility requirements as communicated to you from time to time, including (as applicable) in relation to: your financial capabilities and your ability to comply with applicable laws and regulatory requirements;

### **Creating an Authorised Payment Mandate**

14.2 An Authorised Payment Mandate may only be initiated by you to a Boss Linked Account that is held in your name.

14.3 If the Boss Linked Account is not held in your name, you must request the Boss Linked Account Owner provide their BSB and Account Number. You will be responsible for any data provided to you by the Boss Linked Account Owner.

14.4 You will instruct us to produce a Mandate which we will include on the Mandate Management Service. The Mandate Management Service will notify the Linked Financial Institution of the Mandate at which point you as the Boss Linked Account Owner should receive a notification to either authorise or reject the Mandate.

14.5 You as the Boss Linked Account Owner are required to authorise or reject the Mandate within the period of time specified in the Mandate, otherwise the Mandate will lapse. Such period of time must not exceed 5 calendar days. For clarity, where you as the Boss Linked Account Owner do not authorise or reject the Mandate within the specified period of time, the Mandate is deemed to be rejected.

14.6 If you as the Boss Linked Account Owner reject a Mandate for any reason, you as the Kit Account owner must amend and resubmit the details of the Mandate if you still wish for the Mandate to be established.

14.7 Once a Mandate has been authorised, the Linked Financial Institution should update the Mandate Management Service with this information and the Mandate becomes an Authorised Payment Mandate.

14.8 You may recall a Mandate at any time up until the point at which the Mandate is authorised or the Mandate expires.

14.9 The Kit Account is intended for personal use. You must not submit any more Mandates to the Boss Linked Account than can be considered reasonable activity for personal use.

### **Amending an Authorised Payment Mandate**

14.10 From time to time, the terms of the Authorised Payment Mandate may be amended which will then need to be captured in the relevant Authorised Payment Mandate. The amendment of an Authorised Payment Mandate must be initiated by you. Where the Boss Linked Account is not held in your name, you must obtain consent from the account owner for any changes to the terms of your agreement with that account owner before initiating an amendment to an Authorised Payment Mandate.



14.11 Where the Boss Linked Account is not held in your name, you acknowledge that you hold, and are able to produce evidence upon request, of consent obtained pursuant to clause 14.3.

14.12 You must instruct us via the Kit app, to process an amendment to the Authorised Payment Mandate in the Mandate Management Service on your behalf. The Mandate Management Service will notify the Linked Financial Institution of the amendment request at which point you as the Boss Linked Account owner are required to either authorise or reject the amendment request.

14.13 You as the Boss Linked Account owner must either authorise or reject the amendment request within 5 days, otherwise the amendment request will lapse. For clarity, where you as the Boss Linked Account owner do not authorise or reject the amendment request within the specified period of time, the amendment request is deemed to be rejected.

14.14 If you as the Boss Linked Account owner rejects the amendment request for any reason, you as the Kit Account owner will need to resubmit the amendment request with the correct details if you still wish for the Mandate to be established.

14.15 Once an amendment request has been authorised by you as the Boss Linked Account owner, the Linked Financial Institution should promptly update the Mandate Management Service with this information. The updated Authorised Payment Mandate will apply from the date that is specified in the Authorised Payment Mandate.

14.16 The Kit Account is intended for personal use. You must not submit any more amendment requests to the Boss Linked Account than can be considered reasonable activity for personal use.

#### **Suspending and unsuspending an Authorised Payment Mandate**

14.17 Subject to the terms of the Authorised Payment Mandate, you may suspend and unsuspend an Authorised Payment Mandate by submitting a Mandate management request through the Kit app. Any suspension or unsuspending of an Authorised Payment Mandate will generally be effective immediately. We will promptly notify the Linked Financial Institution of the suspension or unsuspending, who may in-turn promptly notify you as the Boss Linked Account owner.

14.18 Similarly, subject to the terms of the Authorised Payment Mandate, you as the Boss Linked Account owner may suspend and unsuspend an Authorised Payment Mandate. We will promptly notify you of any such suspension and unsuspending via the Kit app.

#### **Cancelling an Authorised Payment Mandate**

14.19 Subject to the terms of the Authorised Payment Mandate, you may cancel an Authorised Payment Mandate by submitting a Mandate management request through the Kit app. Any cancellation of an Authorised Payment Mandate will generally be effective immediately. We will promptly notify the Linked Financial Institution of the cancellation, which may in-turn notify you as the Boss Linked Account owner.

14.20 Similarly, subject to the terms of the Authorised Payment Mandate, you as the Boss Linked Account owner may cancel an Authorised Payment Mandate. A prompt notification will be sent to you via the Kit app.



## General

### Your responsibilities

14.21 You are responsible for the accuracy of the information that you provide to us in connection with all Mandates. You will be liable for any loss that we and or Hay suffer in connection with any incorrect information provided by you.

14.22 You must notify us immediately if you no longer own or have authority to use the bank account to which an Authorised Payment Mandate has/will be made.

14.23 You must promptly respond to any notification that you receive from us regarding the suspension of an Authorised Payment Mandate for misuse, fraud or for any other reason. We and or Hay will not be responsible for any loss that you suffer as a result of you not promptly responding to such a notification.

14.24 You are responsible for ensuring that you comply with the terms of the Authorised Payment Mandate.

14.25 If you experience any activity that appears suspicious or erroneous, please report such activity to us by contacting us through [support@heykit.com.au](mailto:support@heykit.com.au)

14.26 From time to time, you may receive a notification from Kit via email, push notification or letter, requiring you to confirm that any Authorised Payment Mandates are accurate and up to date. You must promptly respond to this notification.

14.27 You must not use PayTo for fraudulent or improper purposes, which for clarity, includes (but is not limited to) where you contravene clauses 14.9 and 14.16 of this agreement, or where you cancel or suspend an Authorised Payment Mandate without a lawful basis.

14.28 Once an Authorised Payment Mandate has been established, your payment details may only be amended by us. You may not request us to amend the payment details of another party.

14.29 All intellectual property, including but not limited to the PayTo trademarks and all documentation, remains our property, or that of our licensors (Our Intellectual Property). We and Hay grant to you a royalty free, non-exclusive license (or where applicable, sub-license) for the Term to use Our Intellectual Property for the sole purpose of transferring value and making payments within Australia.

14.30 Where an intellectual property infringement claim is made against you, we and or Hay will have no liability to you under this agreement to the extent that any intellectual property infringement claim is based upon:

- (a) modifications to Our Intellectual Property by or on behalf of you in a manner that causes the infringement;
- (b) your failure to use Our Intellectual Property in accordance with this agreement.

14.31 We and or Hay may terminate this agreement in accordance with the notification timeframes and methods set out in clause 22 "Changes to these Terms and Conditions". You may terminate this



agreement by submitting a request to close your Account with us by emailing [support@heykit.com.au](mailto:support@heykit.com.au).

14.32 You must comply with all applicable laws in connection with your use of PayTo.

14.33 You must act promptly in relation to any instructions that you receive from the Linked Financial Institution.

14.34 Where the Boss Linked Account is not held in your name, you confirm that you will comply with the Privacy Act 1988 (Cth) as if you are an "APP entity" (as that term is defined in the Privacy Act 1988 (Cth)).

### **Our responsibilities**

14.35 We will accurately reflect the information provided by you in connection with a Mandate or an Authorised Payment Mandate in the Mandate Management System.

14.36 We may monitor your Authorised Payment Mandates for misuse, fraud and security reasons. You acknowledge and consent to us suspending all or some of your Authorised Payment Mandates if we reasonably suspect misuse, fraud or security issues. We will promptly notify you in accordance with our notification methods, including email, push or sms, of any such action to suspend an Authorised Payment Mandate.

14.37 We may temporarily or permanently restrict your use of PayTo and the Mandate Management Service if you fail to meet the requirements of this agreement, breach a law or regulation relevant to PayTo (or you are suspected of breaching such a law or regulation), or you suffer Bankruptcy or Insolvency.

### **PayTo Privacy**

14.38 You:

- (a) in the instance the Boss Linked Account is not held in your name, you confirm that you have obtained all necessary privacy consents from the Boss Linked Account owner to provide the Boss Linked Account owner's personal information when initiating a Mandate; and
- (b) authorise us and any Linked Financial Institution to collect, store and use your personal information (amongst other information) in connection with PayTo, including for the purposes of constructing NPP Payment messages and enabling us to receive NPP Payments in your Account.

### **15. Kit Card and Kit Account cancellation and suspension**

We can cancel the Kit Card and Account if we have concerns about security and to protect your balance where we suspect the Card or Account has been compromised.

If we become aware that you haven't done what you've agreed to do as set out in these Kit Card and Kit account Terms and Conditions, we may cancel your Kit Account and Kit Card. If this happens, we will let you know as soon as possible and return your Total Balance to your Boss Linked Account.

We can suspend or cancel your Kit Account and Kit Card if you have not paid your Kit Membership Fee by the due date we notify to you for such Kit Membership Fee (Due Date).



We will make efforts to contact you to pay following the Due Date. However, if the fee is still outstanding at 30 days past the due date, Kit may suspend the account until all outstanding fees have been paid. Following such suspension and unless we agree otherwise with you, we will cancel your Kit Card and Kit Account

If we cancel your Kit Card and Kit Account:

- we will refund any remaining balance in your Kit Account to your Boss Linked Account;
- we will require you to pay us any unpaid fees and charges if relevant, have a \$0 balance in your Kit Account, and all transactions will need to be settled. This process may therefore take some time to complete;
- After your Kit Account is cancelled, you will no longer be able to use your Kit Card and Kit Account; and
- You will remain liable for any transactions that were not processed, or that occur, on your Kit Card and Kit Account (including, but not limited to, outstanding merchant purchases) even after cancellation.

## **16. Kit Card expiry**

The expiry date is shown on your Kit Card. We will contact you prior to the expiry to let you know next steps for continuing to use your product after the expiry date.

## **17. How to close your Kit Account**

You can close your Kit Account through the Kit app. To close your account, you will need to pay us any unpaid fees and charges if relevant, have a \$0 balance and all transactions will need to be settled. Closures may therefore take some time to complete. After your Account is closed, you will no longer be able to use your Kit Card.

You will remain liable for any transactions that were not processed, or that occur, on your Account (including, but not limited to, outstanding merchant purchases) even after closure.

## **18. How we can communicate with each other (notices)**

You can contact us via the Kit app, Kit website or via email at [support@heykit.com.au](mailto:support@heykit.com.au).

From time to time, we will need to give you any information, notices or other documents related to the Kit Card or Kit Account by:

- notification (including a push notification) or message sent to you or your Device through the Kit app;
- by email to the email address recorded for you in the Kit app;
- by letter to the address recorded for you in the Kit app.

## **19. Privacy**

We will collect, handle and use your personal information in accordance with our privacy policy available at [www.heykit.com.au/legal](http://www.heykit.com.au/legal)

Our privacy policy contains important information about the purposes for which we collect personal information, the entities to which we may disclose the information we collect (including any overseas disclosures that we may make), how you can access and seek correction of the personal information we hold about you or how you can make a complaint about our handling of your personal information.



## 20. Limits and responsibility

We are responsible for things that occur that are our fault. This includes things like your Available Balance being incorrectly debited due to our error or fraud.

We are not responsible for things outside of our control like;

- where a merchant does not accept your Kit Card;
- delays or interruptions not caused by us;
- transactions not being able to be processed, despite us taking reasonable precautions.
- a dispute between you and the supplier of goods or services purchased with the Kit Card; or
- compliance with our regulatory obligations.

Where we are responsible, to the extent permitted by law and Visa scheme rules, the most we are responsible for is the value of a transaction processed due to our error or, for other things that we may be responsible for, the amount of your Available Balance.

If the laws in Australia impose any guarantees, warranties or conditions on the Kit Card or Kit Account, then our liability for a breach of such guarantee, warranty or conditions will be limited to:

- supplying the services again; or
- the payment of the cost of having the services supplied again.

## 21. Complaints

If you have a complaint or dispute relating to the Kit Card, Kit Account, or Kit app, please follow the below procedure:

Contact Kit in the first instance through:

- The Kit app;
- Email: [support@heykit.com.au](mailto:support@heykit.com.au)
- Contact us on our website, [www.heykit.com.au](http://www.heykit.com.au)

Please provide a full explanation of your complaint. We may request further details from you about the complaint. Kit will acknowledge that we have received your complaint within 1 business day.

Kit will seek to resolve the complaint immediately, or by no later than 30 calendar days after receiving your complaint. Where required we will provide the outcome to your complaint to you in writing to your nominated email.

### *Escalating Your Complaint*

If we are unable to resolve the matter to your satisfaction, you may refer the complaint to the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. It's important you raise your concerns with us first before going to AFCA, as AFCA will generally encourage this before they will investigate.

The contact details for AFCA's details are:

Australian Financial Complaints Authority

Website: [afca.org.au](http://afca.org.au)

Email: [info@afca.org.au](mailto:info@afca.org.au)

Phone: 1800 931 678 (free call)



Mail: Australian Financial Complaints Authority, GPO, Box 3, Melbourne VIC 3001

## **22. Changes to these Terms and Conditions**

We can change these Terms and Conditions and any information in the PDS relating to the Terms and Conditions at any time by uploading the new Terms and Conditions or PDS to our website and letting you know about the changes via Kit app, email, website or other channels as appropriate. If you keep using your Kit Card or Kit Account after the change becomes effective, this shows that you agree to the changes.

Where we decide to charge new fees or increase our fees or make any other changes which we reasonably believe are not in your favour, we will give you at least 30 days' notice through the Kit app or via your account email before the change. You retain the ability to close your Kit Account in accordance with clause 17 of these Kit Card and Account Terms and Conditions (How to close your Kit Account),

## **23. Governing law**

The laws of New South Wales will govern the Kit Card and Kit Account, and any legal questions concerning this agreement.