

Bundll

Terms and Conditions

June 2020

Bundll is provided by FlexiCards Australia Pty Ltd ABN 31 099 651 877

Bundll is a trademark of Flexirent Capital Pty Ltd, a subsidiary of Flexigroup Limited

Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated

Contents

1.	Establishing the Account	3
2.	Digital Card, minimum requirements and Repay Day	3
3.	Credit Limit	3
4.	Using the Payment Tools	4
5.	Bundll Transactions	4
6.	Snooze Transactions	5
7.	When You can't make Transactions or change the Repay Day	6
8.	Interest, fees and charges	6
9.	Repayments, authorisations and refunds	7
10.	Changes and adjustments.....	8
11.	Cancelling / closing the Payment Tools and not providing You with further credit.....	9
12.	Suspending the Payment Tools	9
13.	Default	10
14.	Dispute Resolution.....	10
15.	What You can do if You are in financial difficulty	10
16.	General.....	10
17.	How You can access and use the App	12
18.	Privacy	12
19.	Direct Debit Service Agreement.....	12
20.	Definitions and Interpretation	13

ABOUT THIS DOCUMENT

These Terms and Conditions set out the terms and conditions that apply to Bundll and Snooze. There are also App Terms that apply to Your use of the App. Please read them both carefully.

You can contact Us in the following ways:

Call: 1300 858 608 or +61 2 8905 2904 from overseas
Mail: Locked Bag 5005, Royal Exchange Sydney NSW 1225
Email: CustomerRelations.Complaints@flexigroup.com.au
Visit: bundll.com.au

Terms and Conditions – June 2020

The meaning of some key words is explained at the end of these Terms and Conditions.

1. Establishing the Account

1.1 **Acceptance of Offer.** By accepting these Terms and Conditions in the App, You:

- (a) accept Our offer to enter into the Contract electronically (**Offer**); and
- (b) consent to the:
 - (i) Direct Debit Service Agreement;
 - (ii) Identity Verification; and
 - (iii) Privacy Policy.

1.2 **Confirmation.** We do not have to open an Account. If We do, We will confirm the opening of the Account by:

- (a) asking You to set the Repay Day in the App; or
- (b) sending You a confirmation (via email, SMS or the App).

If We don't open an Account, We will let You know and the Contract will come to an end.

1.3 **One Account only.** If You already have an open account relating to the Bundll product, You can't open another one. You can only have one open at a time.

2. Digital Card, minimum requirements and Repay Day

2.1 **Provision of Digital Card and setting the Repay Day.** If We open an Account and You set the Repay Day, We will issue You with a Digital Card which You may add to Your Digital Wallet via the App.

2.2 **Minimum requirements to make Transactions.** You won't be able to make Transactions if You don't:

- (a) set and maintain a Repay Day;
- (b) add and maintain the Digital Card to Your Digital Wallet; and
- (c) add and maintain a valid Selected Funding Source.

2.3 **Changing the Repay Day.**

- (a) Subject to these Terms and Conditions, You may change the Repay Day in the App at any time, provided:
 - (i) none of the things in clause 7.1 (*When you can't make Transactions or change the Repay Day*) have happened; and
 - (ii) You haven't set or changed the Repay Day during the preceding three (3) months.
- (b) If You change the Repay Day, the change will not take effect in relation to any:
 - (i) Bundll Periods that have ended; and
 - (ii) Snooze Transactions that occurred before the change.
- (c) The change of Repay Day will only take effect for any current open Bundll Period (that is, any Bundll Period that has started but not ended) and future Bundll Periods and future Snooze Transactions.

2.4 **Using the Digital Card.** You can't use the Digital Card to make transactions otherwise than under the Account. The Digital Card can only be used via:

- (a) Your Digital Wallet for instore purchases; and
- (b) the App for online purchases.

You authorise Us to act on instructions given using the Digital Card.

3. Credit Limit

3.1 **Credit Limit.** Subject to these Terms and Conditions, You can make Transactions up to the Credit Limit. You can find out what the Credit Limit is via the App.

3.2 **Setting the Credit Limit initially.** When We open an Account, We will determine the amount that is the Credit Limit in our absolute discretion (acting reasonably).

3.3 **Exceeding the Credit Limit.** We may allow the Credit Limit to be temporarily exceeded or the Credit Limit may be exceeded if a Transaction does not need to be authorised. The Credit Limit does not change if that happens.

3.4 Reducing or cancelling the Credit Limit.

- (a) If You ask Us to, We will reduce or cancel the Credit Limit at any time. You can ask Us to reduce it to any amount (including zero).
- (b) If You seek to reduce the Credit Limit below the Minimum Credit Limit, We may decide not to provide You with further credit.
- (c) We may (acting reasonably) reduce the Credit Limit to any amount We choose if:
 - (i) You are in Default;
 - (ii) We reasonably form the opinion that there may be a material adverse effect for You or Us if We do not (including if We have concerns, on reasonable grounds, that You may not be able to meet Your obligations under these Terms and Conditions if You drew down further);
 - (iii) We decide to no longer offer this Bundll product or We put an alternative offer to You; or
 - (iv) We reasonably believe that it should be made due to a change in law or a code binding Us or in interpretation of such a law or code.
- (d) If We reduce the Credit Limit and You are in Default or if We reasonably form the opinion that there may be a material adverse effect for You or Us if We do not reduce the Credit Limit, We do not need to give You prior notice of the reduction, although We will give You notice as soon as practicable after We make that decision (unless You are in Default). Otherwise, if We reduce the Credit Limit, We will give You one (1) months' notice.

3.5 **Increasing the Credit Limit.** If You make a request or if We choose to in Our discretion (acting reasonably), We may increase the Credit Limit. For clarity, where We propose to increase the Credit Limit without You making a request, We will obtain Your approval before such Credit Limit increase becomes effective.

4. Using the Payment Tools

4.1 **Use of the Payment Tools.** Subject to these Terms and Conditions:

- (a) **Bundll Transactions:** the Digital Card may be used to make Bundll Transactions; and
- (b) **Snooze Transactions:** the Account may be used to make Snooze Transactions up to the Available Credit Limit to Bundll and/or Snooze.

4.2 **Personal or household purposes only.** The Payment Tools may only be used for personal or household (and not for business or investment) purposes and must not be used in relation to purchases of goods or services that are prohibited

by law in Australia and/or in the country in which the goods and/or services are being purchased.

4.3 **Liability for Transactions.** You are liable for all Transactions made and We will debit the Account with the amount of each Transaction plus any fees and other amounts We can charge under the Contract. You owe Us the amounts debited to the Account and must repay amounts owed as set out in the Contract.

4.4 **Suspected fraud or security reasons.** We may place a stop on the Account, not process a Transaction or delay a Transaction where We reasonably suspect fraudulent use or for security reasons.

4.5 **Approval for Transactions.** Some Transactions may require Our approval before they can be completed or require You to first enter a secure code. If We do not approve or reasonably delay a Transaction, We will not be liable to You or any other person for any loss or damage that You or that other person may suffer as a result.

4.6 **Pre-authorisation.** You may authorise an amount to be charged to or obtained from the Funding Sources and/or the Account before a purchase is made. If You do that, We can reduce the Available Credit Limit to Bundll and/or Snooze by that amount.

5. Bundll Transactions

5.1 **Bundll Transactions.** Subject to these Terms and Conditions, You can use the Digital Card to make Bundll Transactions up to the Available Credit Limit to Bundll and/or Snooze. You can make a Bundll Transaction by using the Digital Card (see clause 2.4 (*Using the Digital Card*)).

5.2 **Bundll Amount.** We will add together all of the Bundll Transactions You make during each Bundll Period. The Bundll Amount for a Bundll Period will be the sum of the amounts of all Bundll Transactions during the Bundll Period to the extent that You haven't repaid them to Us during that same Bundll Period. You will then need to repay each Bundll Amount by 9.55 am (in Sydney Australia) on the Scheduled Bundll Payment Date for the Bundll Period to which it relates.

5.3 **Scheduled Bundll Payment Date.** If You make a Bundll Transaction, We will provide You with confirmation of the Scheduled Bundll Payment Date in the App.

5.4 **Bill Split Requests.**

- (a) If the functionality is available and subject to these Terms and Conditions, You may in the App:
 - (i) **send** Bill Split Requests – see clause 5.5 (*You sending a Bill Split Request*); and/or
 - (ii) **receive** Bill Split Requests – see clauses 5.6 (*You accepting a Bill*

Split Request) and 5.7 (*You declining a Bill Split Request*).

- (b) You and the Bill Split Counterpart will receive notification of an accepted Bill Split Request in the App.
- (c) You consent to receive Bill Split Requests from the Bill Split Counterpart.
- (d) A Bill Split Request or acceptance of a Bill Split Request may not be permitted by Us if:
 - (i) it will result in the Credit Limit being exceeded; or
 - (ii) We reasonably consider it necessary to protect Your or Our interests.
- (e) A Bill Split Request must only be made and can only be accepted by a Bill Split Counterpart when the Bundll Period to which the relevant Bundll Transaction relates remains open.

5.5 You sending a Bill Split Request.

- (a) For a Bundll Transaction to be eligible for a Bill Split Request by You, that Bundll Transaction must be the subject of an open Bundll Period at the time the Bill Split Request is made.
- (b) The Bill Split Request cannot be accepted by the recipient individual(s) unless they are a current and eligible customer of Us.
- (c) Subject to clauses 5.4(d) (*Bill Split Requests*) and 5.5(a)–(b) (*You sending a Bill Split Request*), if Your Bill Split Request is:
 - (i) **accepted by the Bill Split Counterpart**, the Bundll Transaction the subject of the Bill Split Request will be reduced by the amount of the accepted Bill Split Request. However, this will only occur if the equivalent amount is charged to the Bill Split Counterpart under their credit contract with Us; and
 - (ii) **not accepted by the Bill Split Counterpart**, there will be no reduction of the amount of the Bundll Transaction by the amount of the Bill Split Request. You will be liable to pay the full amount of the Bundll Transaction.

5.6 You accepting a Bill Split Request.

- (a) If You receive a Bill Split Request, You should ensure that the amount of the Bill Split Request and the details of the Bill Split Counterpart are correct before You accept the Bill Split Request. You cannot change or cancel the Bill Split Request once You have accepted it.

- (b) Subject to clause 5.4(d) (*Bill Split Requests*), if You accept the Bill Split Request the:
 - (i) amount will be debited to the Account and will be treated as a Bundll Transaction; and
 - (ii) Bill Split Counterpart will be notified via the App that the Bill Split Request has been accepted.

5.7 You declining a Bill Split Request.

If You receive a Bill Split Request but do not accept it the:

- (a) amount of the Bill Split Request will not be debited to the Account or treated as a Bundll Transaction; and
- (b) Bill Split Counterpart will be notified that the Bill Split Request has not been accepted.

6. Snooze Transactions

6.1 Snooze Transactions.

Subject to these Terms and Conditions, You can use the Account to make Snooze Transactions up to the Available Credit Limit to Bundll and/or Snooze if:

- (a) You have Free Snooze Transactions; or
- (b) the ‘Snooze’ button is active in the App, You have made a request to make a Snooze Transaction and paid the Snooze Fee.

6.2 How to make a Snooze Transaction.

- (a) Subject to these Terms and Conditions, You can make a Snooze Transaction in relation to a Bundll Amount at any time before 9:55am (in Sydney, Australia) on the Scheduled Bundll Payment Date for that Bundll Amount.
- (b) You can either:
 - (i) if the Auto Snooze Transaction Function is active in the App, activate the Auto Snooze Transaction Function (see clause 6.5 (*Auto Snooze Transaction Function*)); or
 - (ii) if the ‘Snooze’ button is active in the App, click ‘Snooze’ in relation to the selected Bundll Amount and Scheduled Bundll Payment Date in the App.
- (c) There will be a deduction (if available) from the Free Snooze Transactions if:
 - (i) the Auto Snooze Transaction Function is activated (see clause 6.5 (*Auto Snooze Transaction Function*)); or
 - (ii) You manually select to apply a Free Snooze Transaction in the App.
- (d) You may make a Snooze Transaction that is not a Free Snooze Transaction if the ‘Snooze’ button is active in the App.

- (e) We don't have to process a Snooze Transaction until We have confirmed the deduction from the Free Snooze Transaction or We have confirmed receipt of the Snooze Fee.
- (f) If You do not have a Free Snooze Transaction or the 'Snooze' button is not active in the App, You cannot make a Snooze Transaction.

6.3 **Confirmation and Snoozed Bundll Payment Date.** If You make a Snooze Transaction, We will provide You with confirmation of the Snoozed Bundll Payment Date in the App.

6.4 **Application of Snooze Transaction.** When You make a Snooze Transaction:

- (a) the Snoozed Bundll Payment Date for the selected Bundll Amount will be fourteen (14) days from the Scheduled Bundll Payment Date relating to that Bundll Amount; and
- (b) the Credit Limit and the Available Credit Limit to Bundll and/or Snooze will not change.

6.5 **Auto Snooze Transaction Function.** If the Auto Snooze Transaction Function is active in the App and You activate the Auto Snooze Transaction Function and there is:

- (a) a Free Snooze Transaction at 9:55am (in Sydney, Australia) on the Scheduled Bundll Payment Date for a Bundll Amount, We will apply the Free Snooze Transaction to that Bundll Amount; or
- (b) no Free Snooze Transaction, but the 'Snooze' button is active in the App, We will direct debit or otherwise obtain the Snooze Fee from the Selected Funding Source (or, failing that, another Funding Source),

and (subject to these Terms and Conditions) a Snooze Transaction will be made for that Bundll Amount, instead of direct debiting or otherwise obtaining the Bundll Amount from the Selected Funding Source (or, failing that, another Funding Source) on the Scheduled Bundll Payment Date (see clause 9.2 (*Repayment of Bundll Amounts and Bundll Transactions*)).

6.6 **Miscellaneous.** We can limit the number of Snooze Transactions You can make in relation to a Snoozed Bundll Amount. The number of Snooze Transactions You can make in relation to a Snoozed Bundll Amount may be amended by Us from time to time.

7. **When You can't make Transactions or change the Repay Day**

7.1 **When You can't make Transactions or change the Repay Day.** Notwithstanding anything else in these Terms and Conditions, You can't use the

Payment Tools to make a Transaction or change the Repay Day if:

- (a) the Account has been closed or use of the Account has been suspended or cancelled;
- (b) You are in Default;
- (c) You do not provide any documents We reasonably require from time to time, including identification documents;
- (d) You do not maintain a valid and verifiable Australian mobile phone number;
- (e) You do not have a valid Selected Funding Source;
- (f) We reasonably suspect that You or another person may have acted fraudulently in connection with the Account; or
- (g) it will cause You to exceed the Credit Limit.

8. **Interest, fees and charges**

8.1 **No interest.** Interest charges are not payable by You to Us, and will not be debited to the Account, under the Contract.

8.2 **Snooze Fees.**

- (a) You must pay Us a Snooze Fee each time You select a Snooze Transaction that is not a Free Snooze Transaction.
- (b) Notwithstanding any other term of the Contract, the total amount payable under the Contract for Snooze Fees is subject to annual caps. This cap is \$125 for each twelve (12) monthly period of the Contract.
- (c) You authorise Us to debit or otherwise obtain any Snooze Fees for Snooze Transactions from the Selected Funding Source (or, failing that, another Funding Source) when You make a Snooze Transaction that is not a Free Snooze Transaction.

8.3 **Late Fees and enforcement expenses.**

- (a) You must pay Us:
 - (i) **Late Fees:** the Late Fee if You do not pay any amount which is due and payable on a Payment Date by 9:55am (in Sydney, Australia) on that Payment Date; and
 - (ii) **Enforcement expenses:** any reasonable Costs We reasonably incur in exercising Our rights to recover amounts due and unpaid under the Contract.
- (b) We can debit the amounts under clause 8.3(a) (*Late Fees and enforcement expenses*) to the Account.
- (c) However, if You pay the amount due and payable on a Payment Date by 9:55am (in Sydney, Australia) on the day after that Payment Date (and there are no

outstanding Late Fees due and payable by You under the Contract), We will waive the Late Fee that would have otherwise been payable by You to Us for failing to pay that amount by that time. Otherwise, any Late Fee is due and payable immediately.

- (d) We may change the Late Fee at any time without Your consent (see clause 10 (*Changes and adjustments*)).

8.4 Cap on Late Fees. Regardless of the number of payments due from You to Us on or in respect of a Payment Date, only one (1) Late Fee will be payable by You to Us if You do not pay the full amount due to Us by the Payment Date. For example, where a Scheduled Bundll Payment Date and a Snoozed Bundll Payment Date are due on the same day and You do not pay either or both the corresponding Bundll Amount or Snoozed Bundll Amount, You will be liable to Us for only one (1) Late Fee.

8.5 Authorisation to use the Funding Source for other fees and charges.

- (a) You authorise Us to debit or otherwise obtain any fees or charges payable under the Contract from the Selected Funding Source (or, failing that, another Funding Source) any time after they become payable.
- (b) If We are unable to debit or otherwise obtain the amount from the Selected Funding Source (or, failing that, another Funding Source), We may add the amount to the Balance Owing.

8.6 Bundll Transactions in a foreign currency.

- (a) If You make a Bundll Transaction in a foreign currency, the amount of that Bundll Transaction will be converted into Australian currency by Mastercard International. Mastercard International will determine the exchange rate by selecting a wholesale market rate or applying any government rebate, in either case using the rate as at the date the day before Mastercard International processes the transaction.
- (b) No set up fees or foreign exchange commission will be applied to the exchange rate applied to the conversion.

9. Repayments, authorisations and refunds

9.1 Information. Information about the Account is available in the App. We can also provide You with information in other ways including by email.

9.2 Repayment of Bundll Amounts and Bundll Transactions. Once You make a Bundll Transaction, You owe Us the amount of that Bundll Transaction and must (subject to clause 9.3 (*Repayment of Snoozed Bundll Amounts and Snooze Transactions*)), repay it to Us by 9:55am

(in Sydney, Australia) on the Scheduled Bundll Payment Date for the Bundll Period to which the Bundll Transaction relates by:

- (a) making one (1) or more payments from the Funding Source via the App; or
- (b) a direct debit or other payment from the Selected Funding Source (or, failing that, another Funding Source) on the Scheduled Bundll Payment Date.

9.3 Repayment of Snoozed Bundll Amounts and Snooze Transactions. If You make a Snooze Transaction, You must pay the Snoozed Bundll Amount to Us by 9:55am (in Sydney, Australia) on the Snoozed Bundll Payment Date by:

- (a) making one (1) or more payments from the Funding Source via the App; or
- (b) a direct debit or other payment from the Selected Funding Source (or, failing that, another Funding Source) on the Snoozed Bundll Payment Date.

9.4 Authorisation to use the Funding Source to obtain Amount.

- (a) You must keep a valid Selected Funding Source in place whilst the Account remains open.
- (b) If any amount is not repaid from Your Funding Source, You authorise Us to debit or otherwise obtain from the Selected Funding Source (or, failing that, another Funding Source) on and from 9:55am (in Sydney, Australia) on each:
- (i) Scheduled Bundll Payment Date any part of the Bundll Amount; or
- (ii) Snoozed Bundll Payment Date any part of the Snoozed Bundll Amount, due on that date which has not already been repaid.
- (c) If You are a Raiz Customer, unless You request Us otherwise, You request Us and consent to the Raiz Funding Source being used (in the first instance) as the Selected Funding Source. You also consent to having (at all times) at least one (1) other valid Funding Source. You can change the Selected Funding Source, or other Funding Source, at any time.
- (d) For clarity:
- (i) You are not required to use or maintain the Raiz Funding Source as the Selected Funding Source; and
- (ii) We are not purporting to expressly or impliedly make any recommendation or statement of opinion about whether You should use the Raiz Funding Source or any other decision You may make in relation to the Raiz Fund. You should make Your own decision in relation to such matters

- (or seek the assistance of a financial adviser).
- (e) We can change the payment methods or other sources available to be a Funding Source at any time.
- (f) You cannot use a payment method or other source as a Funding Source if you no longer hold that payment method or source.
- 9.5 **Process if an Amount and/or fee can't be or is not obtained from the Funding Source.** Notwithstanding any other provision of these Terms and Conditions:
- (a) if when We attempt to debit or otherwise obtain an Amount and/or fee on a Payment Date from the Selected Funding Source (or, failing that, another Funding Source) and we are unable to do so because it is not valid, there are insufficient funds available or for any other reason, You still owe Us that amount. We may attempt to debit any such amount again the following day and again on any subsequent Repay Day until the debit is successful. However, if an amount cannot be debited on any attempt, You must manually pay it to Us from a Funding Source, if possible; and
- (b) if for any reason We have not attempted to debit or obtain an Amount and/or fee due from a valid Selected Funding Source (or, failing that, another valid Funding Source), We will attempt to process the debit or otherwise obtain payment as soon reasonably practicable. You will not be liable to pay Us any additional fees.
- 9.6 **Early repayments.** You can make an early repayment of an Amount (namely, before 9:55am (in Sydney, Australia) on the Payment Date). You can do so by direct debit from a Funding Source if possible or by any other manner approved by Us.
- 9.7 **Priority of repayments.** Unless We agree otherwise, payments made to the Account will be applied to the part of the closing balance shown in Your last account statement (if any) that remains owing. Otherwise, We will apply any payment or any remaining payment to pay off amounts that are owing under the Contract. We will apply any payment received in the following order until the Total Amount Owing has been reduced to nil:
- (a) enforcement expenses;
- (b) fees and charges payable under these Terms and Conditions;
- (c) Amounts which have not been repaid based on the earliest corresponding Payment Date. Where Amounts are due on the same Payment Date, We will use Our discretion as to which Amount the payment will be applied;
- (d) Bundll Transactions which do not yet form part of a Bundll Amount and which have not been repaid; and
- (e) any other part of the Balance Owing.
- 9.8 **No refund.** All repayments, fees and charges (including Snooze Fees), once paid, are not refundable unless We have received payment in error or You are entitled to a refund under any applicable law.
- 9.9 **Refunds.** Any refunds in relation to a purchase will be applied to the Account in the following order:
- (a) towards repaying the Bundll Amount, Snoozed Bundll Amount or Bundll Transaction to which the purchase the subject of the refund relates;
- (b) other Amounts which have not been repaid based on the earliest corresponding Payment Date. Where Amounts are due on the same Payment Date, We will use Our discretion as to which Amount the refund will be applied;
- (c) other Bundll Transactions which do not yet form part of a Bundll Amount and any other amount owing under the Contract and which have not been repaid; and
- (d) if there are no outstanding Bundll Amounts or Bundll Transactions which have not been repaid or any other amount owing under the Contract, any part of a refund that has not been applied to the Account will be refunded to the Selected Funding Source (or, failing that, another Funding Source).
- 9.10 **Repayments continue post disposal.** If You sell the goods or property to which the goods purchased with the Account have been installed or attached to, You are still required to continue to make repayments to Us and to pay any related fees and charges until the Balance Owing is paid in full, even in the event You are no longer in possession of those goods.
- 9.11 **Credit balance.** The Account cannot have a credit balance. If You overpay an amount due to Us resulting in the Account having a credit balance, We will not pay interest on that credit balance and will return that credit balance to You via the Selected Funding Source (or, failing that, another Funding Source) or, if that fails, once You tell Us the details of the Australian financial account details to which We can return the funds.
- 9.12 **Processing of repayments.** We will process repayments of Transactions as soon as practicable after receipt.

10. Changes and adjustments

10.1 Changes.

- (a) We can change, without Your consent, the amount, frequency or time for payment, or

method of calculation of, a fee or charge or repayments or introduce new fees or charges.

- (b) We may also make any change without Your consent to any provision of these Terms and Conditions:
- (i) if You are in Default;
 - (ii) to comply with any law or regulation;
 - (iii) to reflect any decision of a court, ombudsman or regulator;
 - (iv) to correct an error or simplify them; or
 - (v) for any other reason, including as a result of changed industry practice, circumstances or environment or changed features.

Unless the Contract says otherwise, We will give You twenty (20) days' written notice of any change. However, unless the law requires Us to, We do not have to give You advance notice if a change is required for the security of a system or individual accounts including the prevention of criminal activity or fraud.

- (c) You can close the Account if You are not happy with a change, although You will first need to pay Us the Total Amount Owing.

10.2 We may adjust the Account balance. We may adjust the balance in the Account to take account of any processing error or because of the dishonouring of a repayment. We may also adjust the balance of the Account so as to accurately reflect the legal obligations between You and Us.

11. Cancelling / closing the Payment Tools and not providing You with further credit

11.1 Your right to cancel / close the Payment Tools. You may at any time cancel / close the Payment Tools by:

- (a) giving Us notice via Our website or the App; and
- (b) paying the Total Amount Owing.

If You do so, the Contract will come to an end. The Account remains open until You or We close it.

11.2 Our right to cancel the Payment Tools or close the Account. We may cancel the Digital Card or close the Account if:

- (a) no purchases are made using it for twelve (12) months after any Balance Owing has been repaid; or
- (b) the Account has a credit balance by giving You reasonable notice and paying You the amount of the credit balance.

See also clauses 9.11 (*Credit balance*) and 12 (*Suspending the Payment Tools*).

11.3 When We may not provide You with further credit, cancel a Payment Tool or close the Account. We may decide without prior notice (whether or not You are in Default) to not provide You with further credit and/or cancel a Payment Tool and/or close the Account:

- (a) if We consider that:
 - (i) there has been a suspected fraudulent use; or
 - (ii) a security issue has arisen; or
- (b) if We reasonably think You are or may be in financial difficulty;
- (c) if You ask Us to reduce the Credit Limit below the Minimum Credit Limit; or
- (d) to protect Our business interests.

If We do so, We will give You written notice as soon as practicable after We make that decision (except where You are in Default). Otherwise, We may decide not to provide You with further credit, cancel a Payment Tool or close the Account by giving You thirty (30) days' prior notice.

11.4 What You must do if We decide not to provide You with further credit or close the Account. If We decide not to provide You with any further credit or we close the Account:

- (a) You must not undertake any Transactions;
- (b) no further credit will be provided under the Contract but Your obligations under the Contract will continue until You pay Us the Total Amount Owing; and
- (c) You must pay the amounts due each Payment Date until the Total Amount Owing has been reduced to nil.

11.5 Use after cancellation or expiry. You will continue to be liable for any amounts You owe Us whether or not the Account has been closed, a Payment Tool is cancelled or we decide not to provide you with further credit. You cannot use a Payment Tool once it has been cancelled or it has expired or while it is suspended, or the Account is closed.

12. Suspending the Payment Tools

12.1 Your right to suspend. You may suspend the Digital Card at any time within the App.

12.2 Our right to suspend. We may suspend the Payment Tools if:

- (a) You are in Default;
- (b) We reasonably suspect that there may be a material adverse impact on You or Us if We do not suspend the Account;
- (c) We reasonably suspect that You or someone else has acted fraudulently in connection with these Terms and Conditions or the Account;

- (d) there is any dispute regarding a transaction under the Account and We reasonably consider We should suspend to prevent a material adverse impact to You or Us; or
- (e) We otherwise reasonably consider it to be necessary to protect Your or Our interests.

You cannot use a Payment Tool to make Transactions while it is suspended.

- 12.3 **No notice for Us to suspend.** We do not need to give You prior notice of a suspension but will promptly inform You afterwards.

13. Default

- 13.1 **Action on Default.** If You are in Default, We may give You a notice stating that You are in Default. If You don't correct the Default within any period given in the notice, then, at the end of that period and without further notice to You, the Total Amount Owning becomes immediately due for payment (to the extent it is not already due for payment). We may then commence legal proceedings against You for that amount and We may cancel the Account.

- 13.2 **Notice.** We need not give You notice if We:
- (a) are unable to locate You after making reasonable attempts to do so;
 - (b) are authorised by a court to begin enforcement proceedings; or
 - (c) reasonably believe You fraudulently induced Us to enter into the Contract.

In that event, the Total Amount Owning will become immediately due and payable.

- 13.3 **Enforcement expenses.** Enforcement expenses may become payable under the Contract in the event of a breach of the Contract and are payable in accordance with clause 8 (*Interest, Fees and Charges*). They are immediately due for payment once debited to the Account or on demand (whichever is earlier).

14. Dispute Resolution

- 14.1 **Disputes and complaints.** If You want to dispute a Transaction or make a complaint about the Account or anything else in relation to the Contract, You should tell Us at CustomerRelations.Complaints@flexigroup.com.au as soon as possible You should also provide Us with sufficient information or documents for Us to be able to investigate the matter.
- 14.2 **Initial investigation.** We will investigate the matter, and if We are unable to settle it immediately to Your and Our satisfaction, We will advise You in writing of the procedures for further investigation and resolution and may request further relevant details from You.

- 14.3 **First twenty-one (21) days.** Within twenty-one (21) days of receipt from You of the details of the disputed transaction or Your complaint, We will:

- (a) complete Our investigation and advise You in writing of the outcome of Our investigation; or
- (b) advise You in writing that We require further time to complete Our investigation.

- 14.4 **Australian Financial Complaints Authority.**

- (a) In the case of a complaint, We will complete Our investigation within forty-five (45) days of receiving Your complaint, unless there are exceptional circumstances in which case We will let You know the reasons for the delay and about Your rights to complain to Australian Financial Complaints Authority (**AFCA**). AFCA's contact details are:

Australian Financial Complaints Authority
GPO Box 3
Melbourne VIC 3001
Toll Free Call: 1800 931 678
Website: www.afca.org.au

- (b) AFCA offers an independent dispute resolution process to customers. If You have been through Our internal complaints process without a response or You are not satisfied with the outcome, You can take the matter to AFCA.

- 14.5 **Updates.** We will also provide You with monthly updates on the progress of the investigation and its likely resolution date, except where We are waiting for a response from You and You have been advised that We require such a response.

- 14.6 **Adjustments and notification.** If We find that an error was made, We will make any appropriate adjustments to the Account and notify You in writing of the amount of any adjustment.

15. What You can do if You are in financial difficulty

We understand that Our customers sometimes face financial difficulty, including because of unexpected events like unemployment, illness, natural disasters or relationship breakdowns or for some other reason. We strive to be as considerate and helpful as possible during these challenging times. If You are or may be unable to meet Your ongoing regular repayments, You can seek financial hardship assistance. Please contact Us on 1300 858 608 to discuss ways in which We might be able to assist.

16. General

- 16.1 **Representations and warranties.** You represent and warrant at the date of Your acceptance of the

Offer referred to in clause 1.1 (*Acceptance of Offer*) and each time You make a Transaction that You:

- (a) are a permanent resident or citizen of Australia and are at least 18 years of age;
- (b) are capable of entering in a legally binding contract;
- (c) have a valid and verifiable email address and Australian mobile telephone number;
- (d) will maintain a valid mailing delivery address in Australia;
- (e) have access to a valid Funding Source; and
- (f) are not Insolvent.

16.2 Rights.

- (a) We may exercise a right or remedy under these Terms and Conditions (in addition to other rights and remedies provided by law independently of it or by any other contract) or give or refuse Our consent in any way We consider appropriate including by imposing reasonable conditions.
- (b) If We do not exercise a right or remedy fully or at a given time, We can still exercise it later.

16.3 **Liability for loss.** We are not liable for loss caused by the exercise or attempted exercise of, failure to exercise, or delay in exercising, a right or remedy other than caused by Our negligence.

16.4 Assignment.

- (a) We may assign, transfer or otherwise deal with Our rights and/or obligations under or in connection with the Contract. Any person to whom Our rights are transferred will have the same rights that We do under the Contract. This will not affect Our obligations to You under the Contract. You agree that We may disclose any information or documents We consider desirable to help Us exercise this right including personal creditworthiness information to persons involved in providing funds to Us (or any related bodies corporate), including by way of securitisation.
- (b) You must not assign, transfer or otherwise deal with any of Your rights and/or obligations under or in connection with the Contract.

16.5 Communications.

- (a) Notices, certificates, consents, approvals and other communications provided by You in connection with the Contract must be in writing (writing includes communication via the App).
- (b) You agree to receive any statements, notices and any documents that We are required to give You in relation to the Account and these Terms and Conditions by electronic communication through the

App including by making it available for a reasonable period on Our information system for retrieval by electronic communications by You. By agreeing to receive documents by electronic communications, You may no longer be given paper documents. You should regularly check for communications from Us in the App as this will be Our main method of communication with You (although We may on occasion also contact You by Your email address or mobile phone number). Even though We operate online We still might write to You if We cannot use the App to communicate with You, or if We think You are not receiving Our electronic communications. You can withdraw Your consent to electronic communications using the App, but if You do that We may close the Account.

- (c) We can also give You notice by sending a document to Your last email and/or postal address notified to Us. So it is important that You promptly tell Us about any changes to them.
- (d) Communications from Us may be signed by any of Our authorised employees, if required.
- (e) Communications for You or Us may also be given by any means permitted by law.
- (f) We may use, and You consent to Us using, Your email address as part of Our secure log in or authorisation process, or to advise You of changes to the Account (including those which may alter Our delivery of, or Your ability to use the Account). So You need to keep Your email address current. You can use the App to update Your email address or contact Us on live chat in the App or on 1300 858 608.
- (g) Because We use, and You consent to Us using, electronic communication We will use Your mobile phone number to send You SMS codes and other information You need to know. So We can communicate with You, You must keep Your mobile phone number provided to Us up to date. You may update Your mobile phone number using the App or by contacting Us on live chat in the App or on 1300 858 608. If You do not provide Us with Your current mobile phone number, You will not be able to transact on the Account and You may not be notified of important information relevant to the use of the Account.

16.6 **Set-off.** Subject to any statutory right of set-off which We cannot exclude by agreement (such as under consumer protection legislation), You must pay all amounts due under the Contract in full without setting off amounts You believe We owe

- You and without counter-claiming amounts from Us.
- 16.7 **Governing law and jurisdiction.** The Contract is governed by the laws of New South Wales. You irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of New South Wales.
- 16.8 **Change of contact details or other information.** You must tell Us:
- (a) promptly (within five (5) Business Days of the change taking effect) if You change Your residential or postal address, email address or mobile phone number. You can do this via the App. We will not be responsible for any errors or losses associated with a change in Your particulars if We do not receive notice or adequate notice of the change.
 - (b) if You think there is any information that We should be aware of about Your ability to comply with the Contract.
- 16.9 **Transactions and merchant records.** You agree that:
- (a) merchant / retailer records and documents of any transaction with You are evidence of the transaction and of the amount shown; and
 - (b) We may rely on those records and documents to make decisions about the Account and how We deal with You.
- 16.10 **Your authority to operate the credit card or debit card account.** You agree that You are the authorised signatory of the Funding Source to be used for the repayments or are otherwise authorised to use the Funding Source for the repayments.
- 16.11 **Who We can take instructions from in relation to the Account.** We can only take instructions in relation to these Terms and Conditions from You. Should You wish to nominate a third party to act on Your behalf, We must receive this request from You in writing (which includes via the App).
- 16.12 **Enquiries.** If You would like any further information about the Contract, please contact Us using the details on at the front of these Terms and Conditions
- 16.13 **Bundll buddies.** If You enter into the Contract via the 'Bundll buddies' referral programme in the App, We may give Your 'Bundll buddy':
- (a) a free Snooze transaction;
 - (b) cash back;
 - (c) a discount in relation to a transaction they make under their credit contract with Us; and/or
 - (d) some other form of benefit, under their credit contract with Us.

17. **How You can access and use the App**

- The App is how We communicate with You and how You access the Account.*
- 17.1 **Charges for connecting to the App.** You are responsible for any charges by Your telecommunications provider for connecting to the App on Your mobile phone or tablet device, including call costs and data costs associated with browsing the internet.
- 17.2 **Rights and obligations relating to use of the App.** The App Terms set out Your rights and obligations relating to, among other things:
- (a) accessing the Account (including use of the Password);
 - (b) Your security responsibilities; and
 - (c) Your liability for unauthorised use of the Payment Tools.
- 17.3 **Adjustments.** We may adjust debits and credits to the Account to accurately reflect Your legal obligations and Ours and We will show You any adjustments in the App. If an adjustment is required, We may make consequential adjustments.
- 17.4 **Steps to resolve errors or disputed Transactions.** If You believe a Transaction is wrong or unauthorised or the information We make available to You contains any instances of unauthorised use or errors notify Us and provide Us with information in accordance with clause 14.1 (*Disputes and complaints*) as soon as You can and We will investigate the matter in accordance with clause 14 (*Dispute Resolution*).

18. **Privacy**

- 18.1 **Privacy Policy.** We have a Privacy Policy that deals with how We manage and handle Your information. You can find it at <https://bundll.com.au/docs/privacy-policy.pdf>.

19. **Direct Debit Service Agreement**

- This is Your Direct Debit Service Agreement with FlexiCards Australia Pty Ltd (User ID No. 000587642). It explains what Your obligations are when undertaking a direct debit arrangement with Us. It also details what Our obligations are to You as Your direct debit provider. This forms part of the Terms and Conditions and should be read together with any direct debit request authorisation You submit to Us.*
- 19.1 **Debiting the Funding Source.**
- (a) By providing credit card or debit card details in the App or by providing Us with a valid instruction, You authorise Us to debit funds from the account (including the credit card or debit card) or source stated in the App which has been nominated as the Funding Source including any fees or charges

specified in clause 8 (*Interest, fees and charges*) and other amounts due under these Terms and Conditions.

- (b) We will only arrange for funds to be debited or obtained from the Funding Source or as amended by notice from You (including by providing updated details in the App).
- (c) You must keep Your authority in effect until the Account is closed by You or a new authority has been established.

19.2 Amendments.

- (a) **Amendments by Us:** If You are in Default, We may (acting reasonably) vary any details of this clause 19 (*Direct Debit Service Agreement*) (other than the account number) to enable Us to recover funds which are due and payable by You to Us under these Terms and Conditions.
- (b) **Amendments by You:** Subject to clauses 19.1(a) – 19.1(c) (*Debiting the Funding Source*), You may change, stop or defer a debit payment, or terminate the authority by arranging it through Your financial institution, or in the case of Funding Source not from a Financial Institution, Us.

19.3 Your obligations.

- (a) It is Your responsibility to ensure that there are sufficient clear funds available in the Funding Source to allow a debit payment to be made in accordance with the authority in this clause 19 (*Direct Debit Services Agreement*).
- (b) If there are insufficient funds in the Funding Source to meet a debit payment:
 - (i) You may be charged a fee and/or interest by Your financial institution;
 - (ii) You may also incur fees or charges imposed or incurred by Us; and
 - (iii) You must arrange for the debit payment to be made by another method or arrange for sufficient funds to be in the account stated in the App and nominated as the Funding Source by an agreed time so that We can process the debit payment.
- (c) You should check the App to verify that amounts debited to the account are correct.

19.4 Errors or Queries.

- (a) If You believe that there has been an error in debiting Your account You should notify Us directly on live chat in the App or on 1300 858 608 and confirm that by notice in writing with Us as soon as possible so that We can resolve Your query more quickly. Alternatively, You can take it up directly with Your financial institution.
- (b) If We conclude as a result of Our investigations that the Funding Source has

been incorrectly debited, We will respond to Your query by arranging for Your financial institution to adjust Your account (including any directly related interest, fees and charges charged by Your relevant financial institution) accordingly. We will also notify You in writing of the amount by which Your account has been adjusted.

- (c) If We conclude that the Funding Source has not been incorrectly debited, We will respond to Your query by providing You with reasons and any evidence for this finding in writing.

19.5 Funding Sources. You should check:

- (a) with Your financial institution whether direct debiting is available from the Funding Source, as direct debiting is not available on all accounts offered by financial institutions;
- (b) Your account details which You have provided to Us are correct by checking them against a recent account statement; and
- (c) with Your financial institution or provider(s) of the Funding Source, before providing the authority in this clause 19 (*Direct Debit Services Agreement*) or if You have any queries about how to complete the direct debit request.

19.6 Notice.

- (a) If You wish to notify Us about anything relating to this Direct Debit Request Service Agreement, You should contact Us through the App, or write to FlexiCards Australia Pty Ltd, Level 7, 179 Elizabeth Street, Sydney, NSW 2000.
- (b) We will notify You via the App or the email address You have given Us in the authority in this clause 19 (*Direct Debit Services Agreement*).
- (c) Any notice will be deemed to have been received on the third (3rd) Business Day after it has been sent.

20. Definitions and Interpretation

20.1 **Definitions.** In these Terms and Conditions, unless the context otherwise requires:

Account means an account We establish in Your name for recording all transactions (including the Transactions) under the Contact.

AFCA has the meaning given to it in clause 14.4 (*Australian Financial Complaints Authority*).

Amounts means Bundll Amounts and Snoozed Bundll Amounts.

App means the online interface / application provided to You by Us to use the Payment Tools which is available in the Apple App Store or the Google Play Store.

App Terms means the document titled 'App Terms of Use' available at <https://www.bundll.com.au/docs/terms-use-app.pdf>.

Auto Snooze Transaction Function means the functionality in the App, which You can (subject to these Terms and Conditions) turn 'on' or 'off', to allow Snooze Transactions to occur automatically.

Available Credit Limit to Bundll and/or Snooze means (subject always to the Terms and Conditions) the Credit Limit less the sum of:

- (a) Bundll Transactions which are not included in the Bundll Amounts (and which have not been repaid);
- (b) Bundll Amounts;
- (c) Snoozed Bundll Amounts;
- (d) Late Fees payable; and
- (e) an amount You authorise as described in clause 4.6 (*Pre-authorisation*),

which have not been repaid or paid.

Balance Owing means, at any time, the difference between all amounts credited and all amounts debited to the Account at that time.

Bill Split Counterpart means the individual(s) (who also has / have an account with Us and who is / are otherwise eligible) You have or propose to (as the case may be) split the amount of a:

- (a) Bundll Transaction; or
- (b) 'Bundll Transaction' (as defined in their credit contract with Us).

Bill Split Request means a request by:

- (a) **You**, to split the amount of a Bundll Transaction with a Bill Split Counterpart; or
- (b) **Bill Split Counterpart**, to split with You the amount of a 'Bundll Transaction' (as defined in their credit contract with Us) that the Bill Split Counterpart has made on their account with Us,

by the amount specified in that request.

Bundll Account has the meaning given to it in clause 1.3 (*One Account only*).

Bundll Amount means, in respect of a Bundll Period, the sum of the amounts of all Bundll Transactions during the Bundll Period (to the extent that You haven't repaid them to Us by then end of that Bundll Period).

Bundll Period means for:

- (a) **the first Bundll Period**: the period:
 - (i) commencing at the beginning of the Start Date; and
 - (ii) ending at the end of the day on the day before the second Repay Day after the Start Date; and
- (b) **each subsequent Bundll Period**: the period:

- (i) commencing immediately after the end of the previous Bundll Period; and

- (ii) ending at the end of the day on the day before the next Repay Day.

Bundll Transaction means a purchase made by drawing down credit under the Account.

Business Day means a day other than a Saturday or Sunday or a public holiday in Sydney, Australia.

Contract means the credit contract between You and Us comprising these Terms and Conditions.

Costs includes charges and expenses and costs in connection with legal and other advisers.

Credit Limit means the amount specified by Us to You in the App as Your 'credit limit' or 'bundll limit', as varied from time to time.

Default means You:

- (a) have not paid an amount due under the Contract and it remains unpaid at least one (1) day after the due date for payment;
- (b) have given Us materially incorrect or misleading information in connection with these Terms and Conditions, or We conclude on the basis of evidence available to Us that it is more likely than not that You have acted fraudulently in connection with these Terms and Conditions; or
- (c) are Insolvent.

Digital Card means the digital card made available to You via the App when We open the Account and that You can use to complete Bundll Transactions.

Digital Wallet means electronic device or online service approved by Us that allows an individual to make electronic purchases / transactions with the Digital Card.

Direct Debit Service Agreement means the agreement set out in clause 19 (*Direct Debit Services Agreement*).

Free Snooze Transactions means (if any) Your available option(s) to make a Snooze Transaction as displayed in the Snooze Pot without paying a Snooze Fee. We may at Our discretion give You Free Snooze Transactions. You may also be able to earn / accumulate Free Snooze Transactions.

Funding Source means any Visa or Mastercard debit card or credit card and any other payment method We accept from time to time (including account(s) with a bank or other financial institution), the details of which You have added to the App and in respect of which You authorise Us to debit or through which you otherwise authorise Us to obtain amounts due in accordance with these Terms and Conditions (see clause 19 (*Direct Debit Services Agreement*)).

Identity Verification means the third-party identity verification to confirm Your identity using a document verification service.

Insolvent means you enter into, or any steps or reasonably genuine threats are taken to have You enter into, liquidation, official management, receivership, receivership and management, administration, bankruptcy or any arrangement, reconstruction or composition with Your creditors or You fail to pay Your debts as they fall due.

Late Fee is \$10 (as at the date of this document). See clause 8.3(a) (*Late Fees and enforcement expenses*). We may change the amount without Your consent.

Minimum Credit Limit means \$180 or such other amount We set from time to time.

Offer has the meaning given to it in clause 1.1(a) (*Acceptance of offer*).

Password means password, PIN and/or SMS code.

Payment Date means:

- (a) Scheduled Bundll Payment Date; and/or
- (b) Snoozed Bundll Payment Date.

Payment Tools means the Account and Your Digital Card or either of those things.

PIN means 'personal identification number'.

Raiz App means the online interface / application provided to Raiz Customers for use in connection with their interests in the Raiz Fund.

Raiz Customer means any person who:

- (a) has an interest, the value of which is greater than zero, in the Raiz Fund; and
- (b) accepts these Terms and Conditions in the App after being directed to the App via a link in the Raiz App.

Raiz Fund means the Raiz Invest Australia Fund, a registered managed investment scheme (ARSN 607 533 022).

Raiz Funding Source means arrangements for a Raiz Customer to meet payment obligations from their interests in the Raiz Fund.

Repay Day means the day of the week (excluding a Saturday or Sunday) that You have nominated in the App (in accordance with these Terms and Conditions) as the day on which repayments of Amounts will be due (namely, the Scheduled Bundll Payment Date and the Snoozed Bundll Payment Date) and debited or otherwise obtained from the Selected Funding Source (or, failing that, another Funding Source). For more information, see clause 2.3 (*Changing the Repay Day*).

Scheduled Bundll Payment Date means, in respect of the Bundll Amount for each Bundll Period, fourteen (14) days from the Repay Day immediately after the end of the Bundll Period.

Selected Funding Source means the Funding Source You have selected as Your default

Funding Source in the App. The Selected Funding Source is the first Funding Source which We will attempt to debit (or otherwise obtain) amounts due by You under the Contract.

Snoozed Bundll Amount means a Bundll Amount the subject of a Snooze Transaction.

Snoozed Bundll Payment Date means, in respect of a Snoozed Bundll Amount, the date on which the Snoozed Bundll Amount is due. The Snoozed Bundll Payment Date is fourteen (14) days from the corresponding Scheduled Bundll Payment Date applying to the Bundll Amount before it became a Snoozed Bundll Amount.

Snooze Fee means the \$5.00 fee payable by You each time You make a Snooze Transaction that is not a Free Snooze Transaction.

Snooze Pot means the 'snooze pot' as labelled / described in the App.

Snooze Transaction means the extension of the due date for the repayment of a Bundll Amount by fourteen (14) days.

Start Date is the day that You first nominate the Repay Day in the App.

Terms and Conditions means this document including any schedule or annexure to it.

Total Amount Owning means:

- (a) the Balance Owning; and
- (b) all other amounts which You must pay under the Contract but which have not been debited to the Account.

Transaction means any Bundll Transaction and/or Snooze Transaction.

We / Our / Us means FlexiCards Australia Pty Ltd ABN 31 099 651 877, the credit provider under the Contract, and its successors and assigns.

You / Your means the individual who makes an application for an Account using the App.

20.2 **Interpretation.** In these Terms and Conditions, unless the context otherwise requires:

- (a) a reference to a document includes any variation or replacement of it;
- (b) a reference to a law includes any common law, principles of equity, and laws made by parliament (and laws made by parliament include regulations and other instruments under them, and consolidations, amendments, re-enactments or replacements of them);
- (c) a reference to any thing includes the whole and each part of it;
- (d) the word 'include' in any form is not a word of limitation; and
- (e) where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning.

You should contact Us if You are experiencing financial difficulty in meeting your payment obligations.

Collections Support

Call: 1300 855 370

Visit: bundll.com.au

Bundll is provided by FlexiCards Australia Pty Ltd ABN 31 099 651 877

Bundll is a trademark of Flexirent Capital Pty Ltd, a subsidiary of Flexigroup Limited