

mWallet Terms and Conditions of Use

- 1.** Your mWallet is issued to you by Moneytech Payments Pty Limited ACN 126 015 227 (“Moneytech Payments”), and distributed in accordance with ASIC Instrument [16-0128]. Moneytech Payments is also an Authorised Representative of Australian Financial Services Licensee, Moneytech Limited (AFSL 421 414). Moneytech Payments Authorised Representative number is 428 863. By accepting these Terms and Conditions of Use; you are entering into a contract with Moneytech
- 2.** Payments. Moneytech Payments is responsible for effecting settlement of all transactions that may arise as a result of you using your mWallet in accordance with the terms set out herein.
- 3.** Your mWallet is a facility capable of storing Value and tracking loyalty points awarded by Approved Merchants. You may load your mWallet with Value at any time either in accordance with these terms and conditions of use. Your mWallet may be loaded in store or online. Your mWallet allows purchases and payments to be made at any Approved Merchant store, if a sufficient Value is stored on the mWallet.
- 4.** Where you have been issued a Device, you may register your Device online at www.mpay.com.au (the “Website”) by completing the required identification procedures. Registration entitles you to: link multiple Devices to one account, manage your account, monitor your expenditure, access a full statement and account summary, order supplementary Devices.
- 5.** Your mWallet is activated when loaded with Value either in store by an Approved Merchant; or online, if you choose to register your Device.
- 6.** You may make BPAY Payments using your available mWallet Limit. BPAY transactions are facilitated in accordance with BPAY Payer Terms. BPAY transactions are offered by Moneytech limited in its capacity as a BPAY Participation Institution Member.
- 7.** If you fail to properly safeguard your Device and mWallet Access Code, you may increase your liability for unauthorised use. We therefore strongly recommend that you keep your Access Code in a safe and secure place, record your mWallet number; do not allow your Device to be used by another person, do not access the Website via an email link embedded in an email. Always access the website directly from your internet page; never lend your Device to anyone, never leave your Device unattended, e.g. in your car or at work, immediately report the loss, theft or unauthorised use of your mWallet or Device to Moneytech Payments (refer to clause 8 below).
- 8.** If your Device is registered, and is lost or stolen, your Device will be disabled and replaced once you contact mPayments. If your Device is unregistered it cannot be replaced if lost or stolen. Unregistered Devices are incapable of being tracked by mPayments. As such if you request that Moneytech Payments disable your unregistered Device, you will need to provide your Device number and original balance to mPayments. If you believe your Device has been lost or stolen you should IMMEDIATELY report this to Moneytech Payments in one of the following ways:
 - a) Telephone: by calling 1300-656-157
 - b) Website: by logging into your account at: www.mpay.com.au
- 9.** You mWallet may be used as many times as desired as long as the necessary Value is available, and access to the mWallet has not been suspended or cancelled. Moneytech Payments is not responsible if you have a dispute regarding the goods or services purchased using your mWallet. Any refunds on mWallet transactions are subject to the policy of the specific Approved Merchant. In the first instance, you should contact the Approved Merchant directly.
- 10.** Your mWallet has no expiry date. You may check your mWallet balance or request a statement online at www.mpay.com.au or by calling Moneytech Payments on: 1300-656-157.
- 11.** The mWallet always remains the property of Moneytech Payments as the issuer. You may cancel your mWallet at

any time by giving Moneytech Payments notice in writing or by telephone.

12. You will be taken to have contributed to any loss caused by unauthorised use of your mWallet if in relation to a transaction arising out of sales, you unreasonably delay notification of the unauthorised use of your mWallet or the loss or theft of your Device.

13. If you are taken to have contributed to the unauthorised use of your mWallet under paragraph 11, your liability will be the lesser of:

- a) the actual loss when less than the Value stored on your mWallet at that time the loss occurred;
- b) the actual loss at the time m Payments is notified of the loss or theft of your mWallet; or
- c) the mWallet Limit.

14. If you have a complaint or dispute relating to your mWallet, you should contact Moneytech Payments immediately on: 1300-656-157.

15. We reserve the right to change these Terms at any time. A current version of the Terms will be available for on line at: www.mpay.com.au.

16. Information will be disclosed to third parties about the mWallet, or transactions made with the mWallet, whenever allowed by law, required by law and where necessary to operate the mWallet and process transactions. A full privacy policy can be viewed at the Website.

17. The laws of New South Wales apply to the Terms and Conditions and you irrevocable submit to and accept the exclusive jurisdiction of the Courts of that State.

mWallet Activation	Free
Balance Enquiry visit www.mpay.com.au	Free
Load Fee (direct deposit)	Free
Load Fee (Cash)	Free
Load Fee (VISA and Mastercard)	1%
Load Fee (American Express)	3%
Load Fee (Diners)	3.5%
Access Code Reset/Recovery Via email	Free
Change Mobile Number	Free
Cancellation Fee	Free
BPay Transaction Fee	\$1.25

Definitions:

Approved Merchant means a retailer who has agreed to participate in the program in accordance with Moneytech Payments terms and conditions and has been authorised by Moneytech Payments to load your Device with Value and accept your Device for the payment of goods and/or services.

Access Code is a unique identification number and/or password or PIN used to gain access to your mWallet.

BPay Payer Terms means the Bpay Payer Terms available for review and download online at <http://www.moneytech.com.au/legal/>

Card Limit means the total Value that may be stored on your Device or mWallet at any one time, which as at the date of these Terms is AUD \$1,000.00

Device includes a certificate, voucher, token, card, coin or other object which a person may use or access the Program.

Program means the low value non cash payment and loyalty scheme, owned and operated by Moneytech Payments and issued in accordance with AISC Exemption [16-128]

Moneytech Payments means Moneytech Payments Pty Limited (ACN: 126 015 227) PO BOX 2015, North Sydney NSW 2060.

Value means the monetary value stored on your Card from time to time (expressed in Australian Dollars), that remains available to you.