



Card and account terms and conditions

Issued by Hay Limited

ABN 34 629 037 403

Australian financial services licence AFSL no. 515459

Hay® is a registered trade mark

Issue Date: 15.06.23 V6.0

Contents:

- 01 About
- 02 Meaning of words
- 03 The Hay Card and Hay Account
- 04 Eligibility
- 05 Anti-Money Laundering and Counter-Terrorist Financing
- 06 Activating your Hay Card
- 07 Using your Hay Card
 - 07.01 Loading value on your Hay Card and Hay Account
 - 07.02 Limits
 - 07.03 ATM withdrawals
 - 07.04 Card transactions
 - 07.05 Account transactions
 - 07.06 Using your Hay Card for foreign currency transactions
 - 07.07 Restrictions on use
- 08 Fees

Contents continued:

- 09 Security
 - 09.01 Protecting your Hay Card information and PIN
 - 09.02 What to do when you suspect your Hay Card is compromised or lost
- 10 Responsibility for mistaken or Unauthorised Transactions
 - 10.01 Mistaken payment
 - 10.02 Incorrect payments/issues with a purchase
- 11 Lost, stolen Hay Card or compromised PIN
- 12 Transaction history
- 13 Card cancellation
- 14 Card expiry
- 15 How to close your Hay Account
- 16 How we can communicate with each other (notices)
- 17 Privacy
- 18 Limits and responsibility

Contents continued:

- 19 **BPAY**
 - 19.01 About the BPAY scheme
 - 19.02 Using the BPAY scheme
 - 19.03 BPAY Scheme Payments
 - 19.04 Incorrect payment amount to biller
 - 19.05 Biller unable to process a payment
 - 19.06 Suspension of BPAY
 - 19.07 Processing times
 - 19.08 Liability for mistaken payments,
 unauthorised or fraudulent transactions
- 20 **Complaints**
- 21 **Changes to these terms**
- 22 **Governing law**



01 About

These Terms cover the Hay family. This includes Hay Group Limited and our group companies ("**Hay**", "**us**", "**we**" or "**our**").

These Terms are our agreement with you about the use of your Hay Card and your Hay Account.

You agree to these Terms when you apply for your Hay Card and Hay Account. It is really important that you understand these Terms because they set out our agreement on what will happen with things like how we use your information, security, fees and charges and limits.

Please also carefully read the Product Disclosure Statement (**PDS**) you were provided with when you applied for the Hay Card and your Hay Account as these Terms form part of the PDS and together form our agreement with you for use of the Hay Card and your Hay Account. You can find the PDS here hellohay.co/pds.

Please contact the Hay help team if you don't understand anything in this document and we can explain things further for you.

HAY HELP TEAM

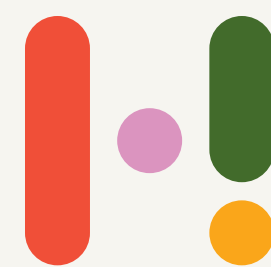
8am – 6pm, Monday to Friday

Available in Hay App chat in Help menu

or support@hellohay.co

Hay, P.O. Box 772, Surry Hills 2010, NSW





02 Meaning of words

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

- **Accountholder:** means the person in whose name a Hay card and Hay Account is held.
- **Acceptance Marks or Acceptance Brand:** means the symbols Visa uses at merchants and ATMs to inform Cardholders their Card can be used to make purchases or cash withdrawals.
- **Google:** is a trademark of and means Google Inc. and includes its related bodies corporate and affiliates.
- **Android Device:** means a mobile device capable of connecting to the internet which is 'compatible' with the Google Pay App.
- **Google Pay:** means the mobile wallet service provided by Google that enables you to make Google Pay payments.
- **Apple:** means Apple Pty Limited ABN 46 002 510 054 and its related bodies corporate and affiliates.
- **Apple Device:** means a device such as an iPhone, iPad, Mac, Apple Watch or other supported device which uses the Apple operating system and supports Apple Pay.
- **Apple Pay:** means the payment platform created by Apple for making payments using an Apple Device and a supported card registered on such a device.



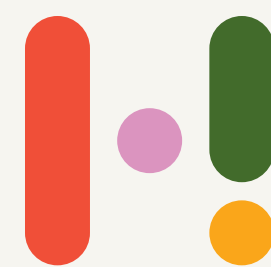


- **Available Balance:** means the value stored on your Hay Card and available in your Hay Account at a particular point in time (in AUD) which you can see in the Hay App.
- **Block an Account:** means a status Hay has applied or instructed Hay to apply to suspend or block account transaction.
- **Cardholder:** means the person to whom a Hay Card is issued by Hay.
- **Chargeback¹:** means the process established by Visa in which a Customer challenges a transaction made via their Hay Card.
- **Current Balance:** means a value above zero and reflects the positive amount of value held in the Hay Account.
- **Customer:** means an individual seeking Account and Card services offered by Hay.
- **Device:** means any equipment (electronic or otherwise), or artefact designed to be used to access your Account.
- **Disputed Transaction²:** means a Hay Account transaction that the Accountholder is claiming is illegitimate in some way. For a Hay Account the process to lodge and assess this claim is established by NPP and DE.
- **Direct Entry:** means DE. The direct entry system is a means of making electronic payments by consumers and businesses to initiate Pay Anyone transactions using internet banking applications.



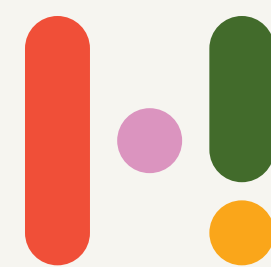


- **Freeze or Freeze a Card:** means an action initiated by us or by a Cardholder which results in all transactions on the Hay Card and/or Hay Account to be suspended pending investigation and or instruction to Unfreeze.
- **Hay:** means Hay Limited ABN 34 629 037 403 Australian Financial Services Licence No. 515459.
- **Hay Account:** means the digital account that is linked to your Hay Card. The Hay Account represents your Available Balance but is not a bank account.
- **Hay App:** means the mobile application that operates and supports the Hay Account and Hay Card
- **Hay Card:** means the physical Debit Visa card which Hay Limited issues to you for use wherever you see the Visa Acceptance Marks.
- **Hay Representative:** means an individual paid by Hay Limited to provide customer service for the Hay Card or Hay Account.
- **HayStacks (Stacks):** means partitioning your Hay account into sub-sections. HayStacks are a subset of the Hay Account and do not have a unique BSB or Account number. Stacks are a feature of the Hay Account and are referred to in the Hay App.
- **Issuer:** means Hay Limited ABN 34 629 037 403 Australian Financial Services Licence No. 515459 as the Issuer of both the Hay Card and Hay Account.
- **Merchant:** means authorised vendors who can accept and process a Visa Card.



- **NPP:** means the New Payments Platform. 'NPP Payment' means a payment cleared and settled via the NPP.
- **Passcode:** means the 6-digit passcode you nominate when signing up to Hay to protect access to the Hay App.
- **Pay Anyone:** means a payment from your Hay Account to another person's account with an Australian Financial Institution by using the BSB and account number of the person to whom you are making the payment.
- **PIN:** means the 4-digit personal identification number used to protect access to your Card which is created by you when signing up.
- **Purchase Transaction:** means a purchase transaction of goods and or services using the Hay Card at a Merchant.
- **Terms and Conditions:** means the detail and rules that apply to the opening, fulfilment and use the Card and Account. They are an essential part of a contract between the Cardholder and Hay Limited as the Card Issuer.
- **Unauthorised Transactions:** means a transaction which you haven't authorised and without your knowledge and consent.
- **Unblock an Account:** means an action only Hay can execute to reinstate an Account for use by a Hay Account customer.
- **Unfreeze a Card:** means the releasing of the Freeze either at a conclusion of an investigation by Hay or on instructions of





the Cardholder. Once removed, the Card is unfrozen.

- **Visa:** means Visa Worldwide PTE Ltd.
- **We, us:** means Hay or Hay Limited.

¹When used in this document the Chargeback process is handled separately to a Customer Complaint.

²When used in this document the Disputed Transaction process is handled separately to a Customer Complaint.

03 The Hay Card and Hay Account

The Hay Card is a reloadable Visa prepaid or debit card. When you are issued with a Hay Card you will receive a physical version of the Hay Card which are linked to your Hay Account within the Hay App.

Once you have loaded value to your Hay Card, you can use it anywhere in the world (where Visa prepaid and debit cards are accepted) to access your Available Balance and make payments.

You can use the Hay Card to withdraw cash at ATMs (note there is a daily limit that applies (see clause 7.2)).

Your Hay Account is linked to your Hay Card. You can make Pay Anyone transactions from your Hay Account via the Hay App.

You only access the value you have loaded to your Hay Card. The Hay Card is not a credit card.





04 Eligibility

To apply for a Hay Card and Hay Account, you must be at least 16 years old and comply with any of our eligibility criteria communicated during the onboarding process.

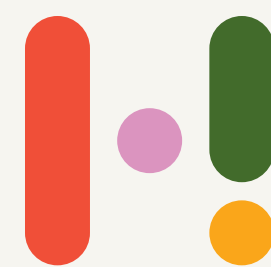
05 Anti-Money Laundering and Counter-Terrorist Financing

As an issuer of the Hay Card and Hay Account, we must comply with the AML CTF Act 2006 (Cth) (AML Act) and its related Regulations. There are a number of obligations under the AML Act which we must comply with including know your customer and certain reporting obligations. Accordingly, as part of the application process we will require evidence of who you are and where you live. As part of our legal obligations, we need you to verify this information and accordingly, we check the information you provide against records maintained by credit reporting and fraud prevention agencies/ organisations. However, we don't 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, Freeze or refuse transactions or suspend or close your account where we reasonably consider that a transaction is fraudulent or in breach of the AML Act 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 and failing to inform you of the reasons is not a breach by us of these Terms.

06 Activating your Hay Card

Once we have approved your application for a Hay Card and Hay Account, we will post you the Hay Card. Before you use your Hay Card for the first time you will need to Unfreeze it in the settings of your Hay App.

07 Using your Hay Card

07.01 Depositing value on your Hay Card and Hay Account

At any time you or someone on your behalf can deposit funds to your Hay Account through the mechanism we specify.

Predominantly, these deposits will occur through transferring funds electronically from another account with another financial institution.

You can find instructions for how you can transfer value to your Hay Account in the Hay App.

We may also add new ways to deposit funds into your Hay Account in the future and we will publish these ways in the Hay App. We encourage you to check the Hay App from time to time for this and other information.





Payments to your Hay Account will be credited to your Available Balance when they have cleared.

Once deposits have cleared and are showing in your Hay Account as cleared funds you can use the Hay Card to access these funds by transacting through Merchants, Pay Anyone, and or cash withdrawals at businesses that accept Visa.

07.02 Limits

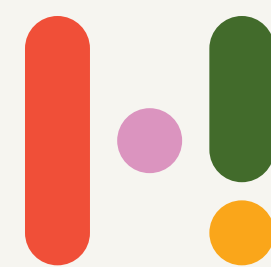
There are default limits that apply to the Hay Card and Hay Account for:

PLEASE NOTE, ALL DAILY LIMITS REFRESH ON A 24-HOUR CYCLE, NOT PER CALENDAR DAY.

\$15,000	Maximum value you can store in your Hay Account at any one time
\$15,000	Maximum Hay Card transactions per day
\$10,000	Maximum value of a single Hay Card transaction per day
\$10,000	Maximum top up deposits per day
\$5,000	Maximum BPAY transaction per day
\$5,000	Pay Anyone Bank Transfers
\$1,000	Maximum ATM cash out per day

At any time, we can adjust the default limits to protect your interests or ours. If we decide to adjust the limits, we will notify you of these changes via email and the Hay App. Unless it is for security or financial integrity reasons, we will inform you of any change to the daily limits in advance no less than 10 business days before that change takes place.





You can find the actual limits that apply to your Hay Card and Hay Account within the Hay App.

Please check the Limits section in the Hay App so you know what limits apply to your use of the Hay Card.

07.03 ATM withdrawals

You can withdraw cash from your Available Balance using your Hay Card at any ATM up to the limit that applies for ATM transactions.

There are no Hay 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 Hay Card to make payments anywhere that Visa prepaid and debit cards are accepted.

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 Hay 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 in your Hay Account. If you do not have sufficient balance in your Hay Account, all transactions will be declined. It is your obligation to ensure that you have sufficient Available Balance to complete a transaction.

Sometimes a transaction cannot be processed due to reasons outside of our control, like 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 Account transactions

You can make Pay Anyone payments from your Hay Account using the Hay App.

It is really important to enter the correct BSB and account information when authorising internet payments from your Hay Account. Where you enter the wrong information:

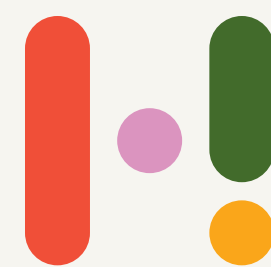
- funds may be credited to the account of an unintended recipient if the BSB number and/or identifier do not belong to the person you name as the recipient; and
- it may not be possible to recover funds from an unintended recipient.

07.06 Using your Hay Card for foreign currency transactions

All transactions in foreign currencies will be converted into Australian dollars.

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 actual foreign exchange rate that has been applied will be shown in your Hay App on settlement.


07.07 Restrictions on use

You can't use your Hay Card or Hay Account for any illegal purposes including purchasing anything that is illegal under Australian law. If we suspect that the Hay Account and or Hay Card are being used for illegal activity we will Freeze the Hay Account and Hay Card without notice to you. You must not allow any other person to use your Hay Account or Hay Card. Doing so is a breach of these Terms and entitles us to Freeze your Hay Account or Hay Card. You will also not be able to reclaim any unauthorised transactions because you allowed someone else to use your Hay Account and Hay Card. You can only have one Hay Card at a time.

08 Fees

Current fees and charges that apply to your Hay Card and Hay Account can be found here hellohay.co/feesandlimits.

We will debit your Available Balance for any fees that are payable to us.

We will let you know at least 30 days before a change takes effect through the Hay App of any fee changes to enable you sufficient time to decide whether you wish to continue to use your Hay Card or Hay Account if you don't like the change. Merchants and financial 



institutions may also impose fees or surcharges which are separate to the fees and charges we charge as the Card Issuer. We have no control over these third party fees, we cannot challenge these once a transaction is approved by you.

09 Security

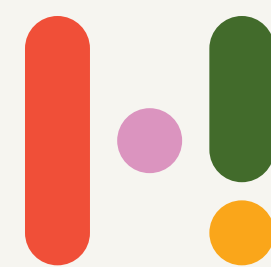
09.01 Protecting your Hay Card information and PIN and Passcode

Protecting your Hay Card information and PIN and Passcode It is important you keep your Hay App and Hay Card information and PIN and Passcode secure. This means that you must not unnecessarily disclose the card number on your Hay Card, write a PIN or Passcode down either on the Hay Card or on something you carry with the Hay Card, or share your PIN or Passcode with any other person. You must not, without proper cause, disclose the card number to any person.

09.02 What to do when you suspect your Hay Card is compromised or lost

If you believe your physical Hay Card is lost (and there's a chance you'll find it) or the security of your Hay Card or Hay Account has been compromised, you can simply Freeze your Hay Card in the Hay App. If you Freeze the Hay Card it will remain frozen until you unfreeze it and you will not be able to use it. While the physical card is frozen you can continue to make payments from your Hay Account.





If you believe your Hay Card has been lost, damaged or compromised (not just temporarily lost) then you must immediately report your Hay Card lost or stolen within the Hay App and request a new Hay 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 Hay 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 card schemes (like Visa) that we deal with so it is important to let us know as soon as possible after you become aware of a disputed transaction. If you suspect that the security of your Hay Account and or Hay Card has been compromised, you may want to Freeze your Hay Account and Hay Card to avoid continued unauthorised use.

10.01 Mistaken payment

Where you make a mistake when making a payment, you must inform us as soon as you realise that a mistaken payment was made.

You must provide us with sufficient details of the transaction so we can try and trace it. 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 Hay 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 Hay App.

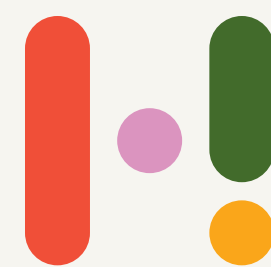
11 Lost, stolen Hay card or compromised PIN

You will not be responsible for Unauthorised Transactions:

- that occur before your Hay Card is issued to you;
- that occur after you have frozen or cancelled your Hay Card and while it remains frozen; 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 Hay Card, PIN or Passcode reasonably secure; or
- there was an unreasonable delay in freezing or cancelling your Hay Card where you believed it was lost, stolen or otherwise compromised.
- there was an unreasonable delay in reporting  any unauthorised or mistaken payments.



12 Transaction history

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

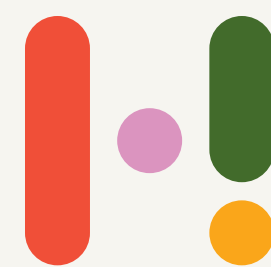
- transactions you don't recognise;
- transactions you didn't authorise;
- transactions where you never received the relevant goods or services;
- transactions where the purchase price differs to the purchase amount; or
- you think a transaction may have been duplicated.

13 Hay Card and Hay Account cancellation

We may Freeze or cancel the Hay Card where we have concerns about its security and or for the purpose of protecting your Available Balance where we suspect the Hay Card has been compromised.

If we become aware that you haven't done what you've agreed to do as set out in these Terms we may Freeze or cancel your Hay Account. If this happens, we will let you know as soon as possible and refund your Available Balance to your nominated account.





14 Card expiry

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

15 How to close your Hay Account

You can close your Hay Account via the Hay App. We cannot close the Hay Account immediately as we need to wait for all payments and transactions undertaken by you to be settled before your Hay Account can be closed. After your Hay Account is closed, you will no longer be able to use your Hay Card.

You will remain liable for any transactions that were not processed, or that occur, on your Hay Account (including, but not limited to, outstanding merchant purchases) at the time the Hay Account is closed.

You must also pay to us all unpaid fees and charges prior to closing the Hay Account.

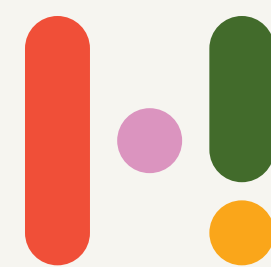
16 How we can communicate with each other (notices)

You can contact us via the Hay App or the Hay website.

We may give you any information, notices or other documents related to the Hay Card or Hay Account by:

- notification (including a push notification) or message sent to you or your device through the Hay App;





- by email to the email address recorded for you in the Hay App;
- by letter to the address recorded for you in the Hay App.

17 Privacy

We will collect, handle and use your personal information in accordance with our privacy policy available at hellohay.co/privacy.

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.

18 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 our fraud.

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

- where a merchant does not accept your Hay 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 Hay Card; or
- compliance with our regulatory obligations.

Subject to any provisions in the Australian Consumer Law to the contrary, 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.

Subject to any provisions in the Australian Consumer Law to the contrary, 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.

19 BPAY

19.01 About the BPAY scheme

- i. The BPAY scheme is an electronic payments scheme through which you can instruct Hay to make payments to billers who accept BPAY payments through the BPAY scheme.
- ii. You must hold an active Hay account to make BPAY payments through the BPAY scheme.
- iii. Hay is a member of the BPAY scheme. We will inform you if we cease to become a member.



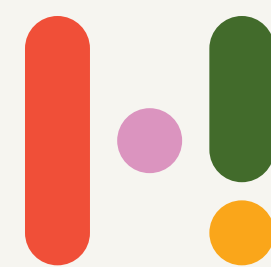


- iv. The terms and conditions set out in this section apply when you make a payment through the BPAY Scheme with Hay.

19.02 Using the BPAY scheme

- i. When you instruct us to make a BPAY payment, you must provide us with the following information in the Hay app:
 - the account from which the BPAY payment is to be debited
 - the BPAY biller code of the biller to be paid;
 - the amount of the BPAY payment;
 - the biller customer reference number; and
 - the date you wish to make the payment.
- ii. You acknowledge and accept that we are not obliged to make a BPAY payment if you fail to provide all of the information in clause 19.02i or provide inaccurate information.
- iii. If the information in clause 19.02i is successfully provided, we will debit the specified account with the amount of that BPAY payment on the date you have provided when setting up the payment.
- iv. We will not make the BPAY payment if there are insufficient funds in the specified account for the date you have instructed us to make that payment.





19.03 BPAY Scheme Payments

- i. We cannot not accept an instruction to stop a BPAY payment once you have instructed us to make that BPAY payment.
- ii. The processing of a BPAY payment may be delayed where:
 - there is a public or bank holiday on the day you tell us to make a BPAY payment;
 - you tell us to make a BPAY payment on a non-business day;
 - another financial institution participating in the BPAY scheme does not comply with its obligations under the BPAY scheme;
 - a biller fails to comply with its obligations under the BPAY scheme.
- iii. Although any BPAY payment processing delay is not expected to continue for more than one business day, you acknowledge and accept that a delay may continue for a longer period.

19.04 Incorrect payment amount to a biller

- i. If you believe that you have made a mistake in a BPAY payment, you must contact us as soon as possible so that we can identify and assess the transaction.
- ii. If you discover that you have instructed us to make a payment to a biller for an incorrect amount:
 - if the amount you instructed us to pay is greater than the required amount, contact the biller directly for a refund; or





- if the amount is less than the required amount, you should make a further BPAY payment to the biller for the difference.

19.05 Biller unable to process a payment

If we are notified that your BPAY payment cannot be processed by a biller, we will notify you and credit your account for the amount of the BPAY payment.

19.06 Suspension of BPAY

If at any time in the future continued use of the BPAY service may cause loss to you or Hay or we elect to not continue with the service, we may;

- suspend or cancel your right to use BPAY in relation to a particular Biller; and
- suspend or cancel your registration to use BPAY without prior notice.

19.07 Processing Times

BPAY payments made on a Saturday, Sunday or Public Holidays are processed on the next business day. BPAY payments may take longer if the biller does not process a payment as soon as they receive its details.

19.08 Liability for mistaken payments, unauthorised or fraudulent transactions

i. You must notify us immediately if:

- you become aware that you may have made a mistake (except in relation to the BPAY payment amount - see clause 19.04) when instructing us to make a BPAY payment;
- you did not authorise the BPAY payment from your account;

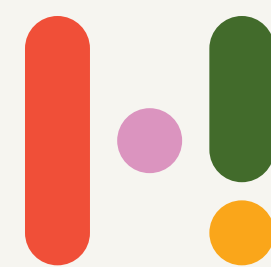




- you believe the BPAY payment was not processed as per your instructions (including delays);
- you think you have been fraudulently induced to make a BPAY payment.

- ii. We will attempt to rectify any issues with your BPAY payment in the way described in this clause. If a BPAY payment is made on your account without your knowledge or consent, liability for that unauthorised BPAY payment will be determined in accordance with clause 10. Otherwise, except as outlined in this clause, we will not be liable for any loss or damage you suffer as a result of using the BPAY scheme.
- iii. If a BPAY payment is made to a person or for an amount that is not per your instructions and your account has been debited with the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment, you must pay Hay that amount, and you authorise us to debit that amount from your account.
- iv. If a BPAY payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf, yet you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment, and you authorise us to debit that amount to your account.
- v. If a BPAY payment is induced by the fraud of a person involved in the BPAY scheme, you





must bear that loss (and you authorised us to debit that amount of the fraud induced payment to your account) unless some other person involved in the BPAY scheme knew of the fraud or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud induced payment.

- vi. If a BPAY payment you have made falls within the type described in clause 19.08(iii) as well as clause 19.08(iv) or 19.08(v), then we will apply the principals set out in clause 19.08(iv). If a BPAY payment you have made falls within both the types described in clauses 19.08(iii) and 19.08(v), then we will apply the principles set out in clause 19.08(v).
- vii. If you tell us that a BPAY payment made from your account is unauthorised, you must first give us your written consent addressed to the biller who received that BPAY payment, consenting to us obtaining from the biller information about your account with that biller or the BPAY payment, including your customer reference number and such information as we reasonably require to investigate the BPAY payment. We are not obligated to investigate or rectify any BPAY payment if you do not give us this consent. If you do not give us that consent, the biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY payment.
- viii. You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought





against us arising directly or indirectly because you:

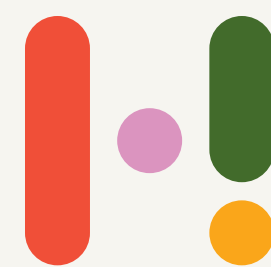
- did not observe your obligations under these BPAY conditions; or,
- acted negligently or fraudulently in connection with the other terms and conditions of your account.

ix. We are not liable for any consequential loss or damage you suffer as a result of using the BPAY scheme, other than loss or damage which is due to our negligence or a breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.

20 Complaints

If you have a complaint relating to the Hay Card, If you have a complaint relating to the Hay Card, the Hay Account or the financial services we have provided to you, please review section 9 “Feedback and resolving problems and complaints” of our Financial Services Guide. A complaint is not a transaction dispute in this context. A dispute means a customer challenge to a specific transaction via NPP or DE. A chargeback means a customer challenge to a specific transaction via the International Scheme such as Visa. A dispute and chargeback are defined in section 2 “Meaning of words”.





21 Changes to these Terms

We can change these Terms and any information in the PDS relating to the Terms at any time by uploading the new Terms or PDS to our website and letting you know about the changes via the Hay App. If you keep using your Hay Card or Hay 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 any other changes are made which are not in your favour, we will give you at least 30 days' notice before the change so you can stop using your Hay Card or Hay Account if you don't like the change.

22 Governing law

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



Issued by Hay Limited

ABN 34 629 037 403
AFSL no. 515459

Hay® is a registered trade mark

Issue Date: 15.06.23 V6.0

