



# Product Disclosure Statement

## Spriggy Visa Prepaid Card

### 1. ABOUT THIS PRODUCT DISCLOSURE STATEMENT

This Product Disclosure Statement (“PDS”) contains important information about the Spriggy Visa Prepaid Card (“Prepaid Card”) and its associated features, benefits, risks and fees. It also includes the terms and conditions that govern the use of the Prepaid Card. The purpose of this document is to assist the Parent to decide whether or not to acquire the Prepaid Card and enable the subsequent use of the Prepaid Card by the Cardholder.

The information contained in this PDS does not take into account the Parent or the Child’s individual objectives, financial situation or needs. Any advice in this PDS is general advice only. We suggest that advice be sought if either the Parent or Cardholder does not understand any of the information contained within this document. Information provided in relation to ATM cash withdrawals will be applicable when this feature is made available via the Spriggy App.

The Prepaid Card and this PDS are issued by Indue Ltd ABN 97 087 822 464 (“Indue, us, we”).

This PDS is dated 13 January 2020.

At the time the Parent registers a Child to use the Spriggy App and applies for a Child to be issued with a Prepaid Card, the Parent will be agreeing to abide by the terms and conditions set out in this PDS. By registering the Child and applying for the Child to be issued a Prepaid Card, the Parent undertakes to ensure that the Cardholder abides by the terms and conditions set out in this PDS. This PDS should therefore be read carefully, together with the PDS for the Parent Wallet.

This PDS applies to:

- all transactions initiated by the Cardholder through an eftpos Device by the combined use of the Prepaid Card

and a Personal Identification Number (“PIN”); and

- all other transactions (including telephone and internet transactions) effected with the use of the Prepaid Card.

If the Parent or the Cardholder fail to properly safeguard the Prepaid Card and PIN, the Parent’s liability for unauthorised use may be increased (refer to paragraph 24 for a list of circumstances where the Parent may be held liable for unauthorised use of the Prepaid Card).

Words that are capitalised in this PDS are defined in paragraph 30 below.

### 2. GENERAL DESCRIPTION OF THE PREPAID CARD

The Prepaid Card is a Reloadable Visa prepaid card.

The Prepaid Card allows purchases and payments to be made wherever Visa prepaid cards are accepted (subject to individual merchants’ discretion), as long as:

- there is sufficient Value available on the Prepaid Card to cover the amount of the transaction and any applicable fees and charges;
- the Expiry Date has not been reached; and
- the Prepaid Card has not been suspended or cancelled.

The Prepaid Card is not a credit card and it is not linked to any separate account.

The Prepaid Card cannot be used to withdraw cash from eftpos Devices. It can be used to withdraw cash at ATMs where the Parent has allowed the Cardholder to have access to this

functionality. ATM cash withdrawal limits can be set by the Parent through the Spriggy App. The maximum daily ATM cash withdrawal limit is \$250.

### 3. PREPAID CARD

Rivva Pty Ltd ABN 86 603 542 918 holder of an Australian Financial Services License, AFSL number 513762 ("Spriggy"), is a third party agent of Indue and has partnered with Indue to distribute a Prepaid Card to a Parent for use by their Child ("Cardholder") as nominated on the Spriggy Website or in the Spriggy App.

The Prepaid Card is held in the name of the Cardholder. A Parent is not permitted to also be a Cardholder. A Prepaid Card will only be issued to a Child if they are between the ages of 6 and 18 at the time that the Parent nominates the Child to be a Cardholder, via the Spriggy Website or Spriggy App.

The Parent acknowledges that the Parent will be liable for all Electronic Transactions performed by the Cardholder using the Prepaid Card. When the Parent provides a Prepaid Card to the Cardholder:

- the Parent agrees that it will provide the Cardholder with a copy of this PDS and any updates Indue makes to this PDS from time to time that are communicated to the Parent;
- the Parent agrees to explain this PDS to the Cardholder, and ensure that the Cardholder understands and agrees to abide by the terms and conditions set out in this PDS;
- the Parent will be liable (in the first instance) for any failure by the Cardholder to comply with any of the terms and conditions that are set out in this PDS;
- the Parent authorises Indue and Spriggy to give to the Cardholder information about the Prepaid Card for the purposes of their use of the Prepaid Card (including transactional information); and
- if the Cardholder does not comply with the terms and conditions set out in this PDS, then the Parent will be in breach of these terms and conditions.

In accordance with the PDS for the Parent Wallet, the Parent will arrange for amounts to be transferred through the Spriggy App to the Prepaid Card, or via a Contribution Link. The total Value that the Parent may load onto the Prepaid Card at any one time cannot exceed the Prepaid Card Limit. If the Parent attempts to load Value onto the Prepaid Card that would take the Prepaid Card Value over the Prepaid Card Limit, this will be rejected.

Funds loaded onto the Prepaid Card are only accessible through conducting transactions on the Prepaid Card. The Parent agrees to notify the Cardholder of any restrictions that apply to the use of the Prepaid Card. The Parent agrees that in no circumstances will Indue be liable to the Parent or the Cardholder because a transaction on the Prepaid Card was conducted and processed, notwithstanding that a restriction was placed on the Cardholder by the Parent for a particular type of transaction.

On expiry or cancellation of the Prepaid Card in accordance with this PDS, Spriggy will arrange for any remaining Value on the Prepaid Card to be transferred to the Parent. The Cardholder and the Parent both acknowledge and agree that in such circumstances, neither Spriggy nor Indue will arrange for any remaining Value to be transferred to the Cardholder.

The Prepaid Card may be cancelled by the Parent at any time.

A Cardholder cannot transfer amounts to or from the Prepaid Card (except by purchases in accordance with this PDS, or by accessing the Parent Wallet using the Spriggy App, as set out in the PDS for the Parent Wallet).

While the electronic authorisation required to approve transactions is designed to limit amounts charged on the Prepaid Card to funds available, there may be circumstances where the Prepaid Card may be used for purchases where no electronic authorisation is required. If the Prepaid Card is used in these or any other circumstances and this results in the Prepaid Card balance being overdrawn, then the Parent acknowledges and agrees that the Parent will be responsible for this overdrawn amount. Indue and Spriggy will recover this overdrawn amount from the Parent and Indue may recover this amount by debiting (deducting) the amount from any value on the Parent Wallet from time to time, or from any positive balance on any other Prepaid Card issued to any Child nominated by the Parent.

### 4. PREPAID CARD DISTRIBUTOR

Spriggy is the distributor and promoter of the Prepaid Card. Spriggy is responsible for promoting and distributing the Prepaid Card to the Parent (for the Parent to provide the Prepaid Card to the Cardholder), promoting and distributing the Parent Wallet (for the Parent to load Value onto the Prepaid Card), providing the Spriggy App and the Spriggy Website and providing certain Cardholder services to the Parent and the Cardholder. These services include arranging for a replacement Prepaid Card to be issued to the Parent in accordance with the terms set out in this PDS, providing lost and stolen services and assisting the Parent and the Cardholder with any queries they

may have regarding the Prepaid Card.

Spriggy is not the issuer of the Prepaid Card and does not have authority to:

tell you anything about the Prepaid Card that is inconsistent with this PDS;

give you financial product advice about the Prepaid Card (that is, a recommendation or statement of opinion intended or that could be reasonably regarded as being intended to influence you in making a decision);

do anything else on Indue's behalf, other than arranging for the issue of the Prepaid Card (including marketing and distributing the Prepaid Card) and providing customer services for the Prepaid Card.

Indue is the issuer of the Prepaid Card. Indue and Spriggy are not related entities.

Spriggy may be contacted using the following details:

### **Spriggy**

Level 7, 249 Pitt Street  
Sydney NSW 2000  
Phone: 1300 361 954  
Email: hello@spriggy.com.au  
Website: www.spriggy.com.au

## **5. PREPAID CARD ISSUER**

The issuer of the Prepaid Card is Indue. Indue is an authorised deposit-taking institution and holds an Australian Financial Services Licence, number 320204. Indue is also a member of Visa, and has appointed Spriggy as a third party agent of Indue.

By acquiring a Prepaid Card, the Parent is entering into a contract with Indue. Indue is responsible for effecting settlement of all transactions that may arise as a result of the use of the Prepaid Card.

Indue may be contacted using the following details:

### **Indue Limited**

PO Box 523  
TOOWONG QLD 4066  
Phone: 1300 671 819 between 7.00am - 7.00pm Monday to Friday, Saturday 8.00am - 1.00pm, closed Sundays and national public holidays.

## **6. SIGNIFICANT BENEFITS OF THE PREPAID CARD**

The significant benefits of the Prepaid Card are that:

- the Prepaid Card can be used to buy goods and services from merchants in Australia and around the world who accept Visa prepaid cards;
- the Prepaid Card information can be used on the internet or telephone to make a transaction;
- the Prepaid Card accesses the Value that is loaded (added) onto the Prepaid Card. It is not a credit card. The Cardholder can only spend up to the Value of cleared funds stored on the Prepaid Card;
- the Prepaid Card is Reloadable which means extra funds can be loaded onto it, until the expiry of the Prepaid Card (refer to section 13 below);
- it reduces the need to carry cash;
- it can be used to withdraw cash at ATMs, if this feature is available to the Parent in the Spriggy App and the Parent has allowed the Cardholder to have this access;
- if it is lost or stolen, you can immediately place a block on the Prepaid Card through the Spriggy App;
- you can cancel the Prepaid Card whenever you wish;
- the Prepaid Card is not linked to a separate deposit account; and
- all funds are held by Indue, an authorised deposit-taking institution.

## **7. SIGNIFICANT RISKS OF THE PREPAID CARD**

The significant risks associated with the Prepaid Card include:

- any attempted load that will take the Value on the Prepaid Card over the Prepaid Card Limit being rejected in full (refer to section 13 below);
- the Prepaid Card not having sufficient Value on it to cover a payment;
- failure to safeguard the PIN or a Mobile Device may result in loss of Value (refer to section 24 below for a list of circumstances where the Parent may be held liable for the Parent or the Cardholder failing to safeguard the PIN or Mobile Device);

- circumstances beyond our reasonable control preventing a transaction from being processed;
- merchants may, at their discretion, refuse to accept the Prepaid Card or a Digital Wallet as a method of payment. The Cardholder should always check with the merchant that it will accept the Prepaid Card or Digital Wallet before purchasing any goods or services;
- the Prepaid Card cannot be used at certain categories of merchants (refer to section 19 for further information);
- unauthorised and fraudulent transactions may occur on the Prepaid Card (refer to section 24 below for a list of circumstances where the Parent may be held liable for unauthorised use of the Prepaid Card);
- due to equipment errors, malfunctions or equipment being used incorrectly, the same transaction may be processed more than once or transactions may not be processed at all. In these cases the errors can usually be corrected but may temporarily inconvenience the Cardholder as the available Value on the Prepaid Card will be incorrect. Where these errors cannot be corrected, we will resolve the issue by adjusting the Prepaid Card;
- the Prepaid Card may be lost, stolen or destroyed. In these circumstances, the Parent may be held liable for unauthorised use on the Prepaid Card where the Cardholder or the Parent unreasonably delays notifying us that the Prepaid Card has been lost or stolen (refer to section 24 below);
- the Prepaid Card details may become known to criminals via various methods who may be able to withdraw the Value using a counterfeit Prepaid Card. In these cases the Parent will not be liable for these unauthorised transactions unless the Cardholder or Parent has contributed to the loss (refer to section 24 below);
- interest not being earned on any Value that is stored on the Prepaid Card from time to time;
- in some circumstances (for example, where a transaction is processed in an offline environment or where a fee or charge is incurred), the Value remaining on the Prepaid Card becoming negative (meaning there may become less than \$0.00 Value remaining on the Prepaid Card);
- the Parent may cancel the Prepaid Card at any time and in such circumstances any Value remaining on the Prepaid Card will be returned to the Parent;
- if Value remains on the Prepaid Card as at the Expiry Date,

such Value will be returned to the Parent;

- the Financial Claims Scheme does not apply in relation to the Prepaid Card or the Value on it.

#### IMPORTANT INFORMATION ABOUT THE FINANCIAL CLAIMS SCHEME

The Financial Claims Scheme ("FCS") is a scheme administered by the Australian Prudential Regulation Authority ("APRA") to protect depositors from potential loss due to the failure of institutions. It provides depositors with a guaranteed protection, up to a cap. As at the date of this PDS, the FCS applies to deposits only. It does not extend to prepaid card products (including the Prepaid Card and any Value held on the Prepaid Card). If Indue fails:

any Value held on the Prepaid Card will not be protected by the FCS; and

the Parent and Cardholder may lose all or part of the Value.

**The risks associated with the Prepaid Card may therefore be increased when you load large amounts of money onto the Prepaid Card.** For more information on the FCS, refer to: <https://www.fcs.gov.au>.

#### 8. OTHER IMPORTANT INFORMATION

We have not taken into account your individual circumstances or needs and you should get your own independent tax advice in relation to the impact the use of the Prepaid Card may have on your personal tax liability.

The Prepaid Card is not a debit card or credit card and the Value on the Card is not a bank deposit. Indue will hold funds that are stored on the Prepaid Card in various accounts that it owns and controls. In no circumstance will you earn interest on any Value that is stored on the Prepaid Card.

Indue passes on a portion of the interest that is earned on the Value that is stored on the Prepaid Card from time to time to Spriggy.

There are fees and charges associated with the use of the Prepaid Card. Please refer to section 18 for further information about fees.

The Prepaid Card cannot be used to make or complete a transaction that exceeds the Value that is stored on the Prepaid

Card from time to time. Any attempted transaction that the Cardholder makes that is in excess of the Value stored on the Prepaid Card at that time will be rejected.

The Prepaid Card cannot be used to make or complete a transaction that exceeds the Daily Spend Limit.

The Cardholder cannot use the account number and BSB associated with the Prepaid Card to arrange for any amounts to be debited from the Prepaid Card balance, either by regular direct debits or by using "Pay Anyone" (direct credit) facilities.

Indue and Spriggy do not warrant or accept any responsibility if a merchant's eftpos Device does not accept the Prepaid Card. Merchants in the EU are prohibited from accepting certain cards (eg if the purchase amount or the face value of the card is above a certain amount, and the cardholder has not been subject to identity verification). These regulations may change at any time, so you should check with EU merchants if they will accept the Prepaid Card.

Neither Indue nor Spriggy are responsible in the event that the Cardholder has a dispute regarding the goods or services purchased with the Prepaid Card. In the first instance, the Cardholder should contact the merchant directly. If the Cardholder cannot resolve the dispute with the merchant, Indue has the ability in certain circumstances to investigate disputed transactions on their behalf (refer to section 9 below for a list of circumstances when Indue can investigate disputed transactions) and attempt to obtain a refund for the Cardholder.

Indue is not aware of any material conflicts of interest that would affect this product or the service you receive from Indue or Spriggy.

## 9. QUERIES AND COMPLAINTS

If the Parent or Cardholder has a query, complaint or dispute relating to the Prepaid Card, contact Spriggy in the first instance on 1300 361 954 or via the Spriggy Website.

If the Parent or Cardholder believe a transaction is wrong or unauthorised or the transaction history contains any instances of unauthorised use or errors, they must immediately notify Spriggy. As soon as they can, the Parent or Cardholder (as the case may be) must also provide Spriggy with the following:

- the Parent's name and address and Prepaid Card number;
- details of the transaction or the error considered to be wrong or unauthorised;

- the dollar amount and an explanation as to why the transaction is believed to be an unauthorised transaction or an error;
- details of whether the Prepaid Card is signed and the PIN secure; and
- any other details requested by Spriggy or Indue.

Spriggy and Indue have the ability to investigate any disputed transactions which occur on the Prepaid Card.

The Visa scheme has a dispute resolution process that is contained in Visa's operating rules. The process sets out specific circumstances and timeframes in which a member of the scheme (for example, Indue, a bank or another financial institution) can claim a refund in connection with a disputed transaction on a Cardholder's behalf. This right is referred to as a "chargeback right".

Accordingly, Indue's ability to investigate a disputed transaction is limited to the time frames imposed pursuant to the Visa scheme rules. The timeframes vary so it is important that the Parent or Cardholder notify Indue or Spriggy as soon as possible after becoming aware of a disputed transaction.

Typically, Indue will be able to chargeback a transaction where a transaction occurred offline (for example, a fallback transaction) and the relevant transaction is over the Floor Limit.

The Parent or Cardholder may wish to dispute a transaction in circumstances where:

- the transaction is not recognised by the Cardholder;
- the Cardholder did not authorise the transaction;
- the Cardholder did not receive the goods or services to which the transaction relates;
- the transaction amount differs to the purchase amount; or
- the Parent or Cardholder believes a transaction has been duplicated.

If Spriggy or Indue find that an error was made or that the Parent is not liable for the transaction in accordance with the terms set out in sections 24 and 25, then Indue will make the appropriate adjustments to the Prepaid Card and will advise the Parent in writing of the amount of the adjustment. If the complaint or dispute relating to the Prepaid Card is not satisfactorily resolved by Spriggy, you should contact Indue.

If your complaint is resolved within 5 Business Days and is

in your favour, Spriggy or Indue will let you know. You may be advised of the outcome by phone, however you may request a written response via email if it is your preference.

If your complaint can't be resolved within 5 Business Days, Spriggy or Indue may write to you (by email or letter) and let you know the procedures for further investigation and resolution and may, if relevant, request further details from you.

Within 21 days of receiving your complaint or further instructions from you, you will be contacted and advised:

- of the results of the investigation; or
- that additional time (not usually exceeding 24 days) is needed to complete the investigation.

In exceptional circumstances, more than 45 days may be needed to investigate a complaint. For example, if there are delays caused by other financial institutions or merchants involved in resolving the complaint.

If your complaint has been investigated by Spriggy and Indue and you are not satisfied with the outcome, you have the right to contact the Australian Financial Complaints Authority (AFCA):

#### **AFCA**

GPO Box 3

Melbourne VIC 3001

Website: [www.afc.org.au](http://www.afc.org.au)

Telephone: 1800 931 678

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

Please note:

- AFCA will not review your complaint unless you've first contacted Spriggy or Indue and the complaint has been investigated; and
- Spriggy and Indue are not responsible for resolving a dispute regarding the goods or services purchased with your Card. In the first instance, you should contact the merchant directly.

## **10. USING THE PREPAID CARD**

The Prepaid Card is a Visa Reloadable prepaid card.

When using the Prepaid Card to complete an Electronic Transaction, press the "CR" button on the relevant terminal. If the Cardholder presses the "SAV" or "CHQ" button, the transaction may be declined.

If a Prepaid Card has been added to a Digital Wallet, an Electronic Transaction may also be effected by use of that Digital Wallet.

Indue will debit (deduct) against the Value any transaction the Cardholder authorises using the Prepaid Card.

Indue will (in the first instance) consider a transaction as having been authorised by the Cardholder when:

- the Cardholder conducts an Electronic Transaction;
- the Prepaid Card is used to conduct an Electronic Transaction; or
- the Prepaid Card is presented to a merchant (or someone else on behalf of a merchant) in a way acceptable to Indue.

Fraudulent transactions can occur on the Prepaid Card. Where Indue or Spriggy receive advice that a transaction that has been debited (deducted) is fraudulent, unauthorised or disputed, Indue or Spriggy will investigate and review the transaction in accordance with section 9 above.

## **11. ACTIVATING THE PREPAID CARD**

On receipt of the Prepaid Card from Spriggy, the Parent will be required to activate the Prepaid Card before providing it to the Cardholder.

After the Parent has applied for a Parent Wallet and Prepaid Card on the Spriggy Website, the Parent will receive in the mail the physical Prepaid Card. The last four digits of the Prepaid Card number will be required to be entered into the Spriggy App in order to activate the Prepaid Card.

To activate the Prepaid Card, download the relevant Spriggy App for your device and follow the prompts from the login screen to activate your Parent Wallet and Prepaid Cards.

The Parent will set up a temporary PIN as part of the activation process. The Cardholder will then need to go to the set PIN page in the Spriggy App and follow the prompts to set up their own PIN.

The Cardholder should sign the Prepaid Card as soon as it is received and before using it, as a means of preventing unauthorised use.

By activating the Prepaid Card, the Parent agrees:

- to the terms and conditions contained in this PDS;

- to be liable for the transactions made using the Prepaid Card, unless stated otherwise in this PDS; and
- to receiving this PDS online.

If you need a hard copy of this PDS, please contact Spriggy.

## 12. SECURITY OF PIN AND THE PREPAID CARD

If the Parent or Cardholder fails to safeguard the Prepaid Card, a Mobile Device or PIN, this may increase the Parent's liability for unauthorised use (refer to section 24 below for a list of circumstances where the Parent may be held to be liable for unauthorised transactions). Indue therefore strongly recommends that:

- the Cardholder not record their PIN on the Prepaid Card or on anything with or near the Prepaid Card;
- the Cardholder not tell anyone their PIN (including any family member or friend) and try to prevent anyone else from seeing the PIN;
- the Cardholder tries to prevent anyone else seeing them enter their PIN into an eftpos Device;
- if the Cardholder or Parent thinks that the Cardholder's PIN has become known to someone else, they must notify Spriggy or Indue immediately; and
- if the Prepaid Card has been added to a Digital Wallet, the Cardholder's Mobile Device has a lock function enabled and the Cardholder does not share the unlock code with anyone.

If the Cardholder forgets their PIN, they are able to reset it by going to the set PIN page in the Spriggy App and following the prompts (refer to section 23 below).

If an incorrect PIN is entered three times when a transaction is attempted using the Prepaid Card, it will be temporarily suspended for up to 24 hours.

The same PIN cannot be used for accessing the Spriggy App or Spriggy Website and using the Prepaid Card (e.g. at eftpos Devices).

Important information to consider:

no-one from Indue, Spriggy or any merchant will ever ask the Cardholder for the PIN, therefore, the Cardholder should never disclose it to anyone either verbally, in writing or electronically

(other than entering their PIN at eftpos Devices to perform transactions);

- do not access Indue's website or that of Spriggy via an email link embedded in an email. Always access these websites directly from an internet browser;
- do not choose a PIN that is easily identified with the Cardholder, e.g. their birth date, an alphabetical code which is a recognisable part of their name or car registration;
- don't choose a PIN that is merely a group of repeated numbers;
- never lend the Prepaid Card to anyone else;
- never leave the Prepaid Card or unlocked Mobile Device unattended e.g. in a car or at school;
- for security reasons, on the Expiry Date, destroy the Prepaid Card by cutting it diagonally in half;
- examine the account activity to identify and report, as soon as possible, any instances of unauthorised use;
- the Cardholder should cover their hand when entering their PIN at an eftpos Device;
- the Cardholder must not allow anyone to swipe the Prepaid Card when it is not in full sight of the Cardholder;
- the Cardholder must not share their Mobile Device lock code or allow another person to register a fingerprint or facial recognition on their Mobile Device; and
- the Cardholder and Parent must maintain up-to-date anti-virus software on their computers and Mobile Devices and a firewall on their computers.

Refer to section 24 below for a list of circumstances where the Parent may be held to be liable for loss caused by unauthorised transactions. Any liability for losses resulting from unauthorised transactions will be determined in accordance with section 24 below, rather than the security measures listed above, which are guidelines only.

## 13. LOADING VALUE AND CARD LIMITS

The Cardholder is not permitted to load funds onto the Prepaid Card at any time or arrange for any other third party (other than the Parent) to load funds onto the Prepaid Card.

The only way in which Value can be loaded onto a Prepaid Card is by transferring funds from the Parent Wallet using the Spriggy App. Refer to the FAQ page on the Spriggy Website or in the Spriggy App for more information on how to transfer funds from the Parent Wallet to the Prepaid Card.

It can take up to three (3) Business Days for funds to be made available for use.

If the Parent Wallet is cancelled, it will no longer be possible to load Value onto the Prepaid Card. Indue or Spriggy may cancel a Parent Wallet in accordance with the PDS for the Parent Wallet. The Parent may also cancel a Parent Wallet in accordance with that PDS. Before the Parent cancels a Parent Wallet, the Parent and Cardholder should carefully consider how the Cardholder will use the Prepaid Card in the future. The Prepaid Card will continue to be able to be used in accordance with this PDS, but will no longer be able to have Value loaded onto the Prepaid Card.

The total Value that may be loaded (added) onto the Prepaid Card at any one time cannot exceed the Prepaid Card Limit. Any attempted load that would take the Prepaid Card Value over the Prepaid Card Limit at any one time will be rejected in full. To avoid this, Indue recommends that the Parent and Cardholder regularly check their balance on the Spriggy App.

As at the date of this PDS, a summary of the load and spend limits that apply to the Prepaid Card is as follows:

Limit	
<b>Prepaid Card Limit:</b> the maximum value that may be stored on a Prepaid Card at any one time	\$999
<b>Annual Load Limit:</b> the maximum amount that can be loaded onto a Prepaid Card in a 12 month period	\$10,000
<b>Daily ATM Limit:</b> the maximum value that may be withdrawn from an ATM in any one day	Maximum \$250. Prepaid Cards will be set with a \$250 Daily ATM Limit unless Spriggy requires or the Parent requests that a lower daily limit apply.

Indue and Spriggy reserve the right to set other transaction velocity limits as required.

#### 14. USING THE PREPAID CARD

The Prepaid Card cannot be used to make or complete a transaction that exceeds the Value that is stored on the Prepaid Card from time to time. Any attempted transaction that the Cardholder makes that is in excess of the Value stored on the Prepaid Card at that time will be rejected.

The Prepaid Card may be used as many times as desired as long as the necessary Value is available, the Expiry Date has not been reached and the Prepaid Card has not been suspended or cancelled.

The Prepaid Card can be used anywhere Visa prepaid cards are accepted, including online purchase transactions up to the daily limits, other than at the types of merchants specified in section 18. The maximum the Cardholder can spend per day at a point of sale terminal is limited to the Daily Spend Limit.

If the Parent has requested, via the Spriggy App, that the Prepaid Card allow cash withdrawals at ATMs, the maximum that can be withdrawn from an ATM per day is limited to the Daily ATM Limit.

The Prepaid Card is payWave enabled so it may be used for contactless transactions under \$100 without using the PIN at any terminal that is payWave enabled. Before authorising a payWave transaction, the Cardholder must check that the correct amount is displayed on the terminal.

When an Authorised Transaction takes place using the Prepaid Card, we will deduct the value of the Authorised Transaction from the Value.

The Parent is responsible for all transactions that arise from the use of the Prepaid Card, unless this PDS says otherwise. The Cardholder must not attempt to use the Prepaid Card to make a transaction that exceeds the Value on the Prepaid Card.

In some circumstances (for example, where a transaction is processed in an offline environment or where a fee or charge is incurred), the Value on the Prepaid Card can become negative. If the Cardholder makes or attempts to make a transaction that exceeds the Value, the Parent will be liable for any Negative Balance that may result and any reasonable costs we may incur in recovering the amount of the Negative Balance from you. If the Prepaid Card has a Negative Balance, when value is next loaded onto the Prepaid Card, we will first apply that loaded value to recover the Negative Balance from you.

A payment on any transaction that has been completed cannot be stopped.

Merchants and financial institutions can impose conditions



on how their payment facilities are used, including imposing limits or not allowing split payments. Merchants and financial institutions may also impose a fee or surcharge for using their payment facilities (including an ATM owner fee displayed on the ATM at the time of the transaction). These type of fees fall outside our control and are not charged by Indue or Spriggy. We accept no responsibility for these fees.

Sometimes, there may be circumstances beyond the control of Indue that prevents a transaction being processed. For example, a transaction may not process if there are problems with the communications network to which a terminal connects. We are not liable in any way when authorisation is declined for any particular transaction regardless of the reason.

The Prepaid Card must not be used for illegal purposes, including the purchase of goods or services deemed illegal by any Australian law. The Parent and the Cardholder must not resell the Prepaid Card to any other third party.

## 15. DIGITAL WALLET

Subject to the terms of this PDS, a Prepaid Card can be added to a Digital Wallet on a Mobile Device of the Cardholder. A Parent Wallet cannot be added to a Digital Wallet.

For security purposes, when a Prepaid Card is added to a Digital Wallet we will require the Parent to complete a verification check which may be by email or SMS to the Parent's registered details, or via the Spriggy call centre. Further details are available on the Spriggy Website. The Parent should ensure that we have their current contact details.

Not all merchants accept Digital Wallet transactions and we are in no way responsible for your inability to use a Digital Wallet. We are not the provider of the Digital Wallet and cannot be responsible for the way it functions or where it can be used. Any queries on how to use the Digital Wallet should be directed to the Wallet Provider. Wallet Providers may change the conditions and features of a Digital Wallet beyond our control, and you agree that the use of a Prepaid Card in a Digital Wallet is subject to any terms or conditions that may be imposed by the Wallet Provider from time to time.

A Prepaid Card can only be added to a Digital Wallet on a Mobile Device if the Cardholder meets the minimum age restriction of the Wallet Provider. For Apple Pay the Cardholder must be at least 13 years old, and for Google Pay the Cardholder must be at least 16 years old. As we are reliant upon your communication of the correct age of the Cardholder, it is your responsibility to ensure that the minimum age restrictions are complied with.

A Prepaid Card can be removed from a Digital Wallet by following the instructions on the Spriggy Website.

## 16. USING THE PREPAID CARD OUTSIDE AUSTRALIA

All transactions conducted overseas will be converted into Australian dollars. Transactions will either be converted directly into Australian dollars or will be first converted from the currency in which the transaction was made into US dollars and then converted to Australian dollars by Visa. The conversion rate used is either:

- a rate selected by Visa from a range of rates available in wholesale currency markets for the applicable processing date, which may vary from the rate Visa receives; or
- the government-mandated rate in effect for the applicable processing date.

A Currency Conversion Fee is payable when the Cardholder makes a transaction on the Prepaid Card or makes a cash withdrawal (eg withdrawal at an ATM) in a currency other than Australian dollars. A Currency Conversion Fee may also be payable if the Cardholder makes a transaction on the Prepaid Card in any currency (including AUD) that is processed by a card scheme or financial institution or billed by the merchant outside of Australia. It may not always be clear, particularly when purchasing online, that the merchant, financial institution or card scheme processing is located outside of Australia.

Note: Refunds in currencies other than Australian dollars are converted to Australian dollars as at the date they are processed by Visa using exchange rates determined by them. This may lead to the refund being converted using an exchange rate different from the one used to convert the original purchase. The converted Australian dollar amount appears on the Prepaid Card transaction history as the transaction amount.

Refer to section 18 below for all fees associated with use of the Prepaid Card.

## 17. VERIFIED BY VISA

The Prepaid Card has been automatically enrolled with Verified by Visa. Verified by Visa is a program designed to authenticate online transactions. This means that when the Cardholder uses the Prepaid Card online to make a purchase at a Verified by Visa Participating Merchant, the Cardholder's identity may need to be validated if the relevant transaction is deemed to be high risk.

A transaction may be deemed high risk if it is for a high value or an irregular purchase based on the Cardholder's previous Prepaid Card transaction history.

In order to validate their identity, the Cardholder will be asked to answer personal questions which we will match against the Cardholder's personal information that we have obtained.

If the Cardholder is unable to validate their identity after three attempts, the Cardholder will be unable to complete the transaction and the Prepaid Card will be temporarily suspended from use with all Verified by Visa Participating Merchants. To have the Prepaid Card manually unsuspended, the Cardholder may contact Indue on 1300 671 819 during Indue's call centre operating hours (refer to section 5 above).

If, after the Prepaid Card has been unsuspended, the Cardholder attempts an online transaction with a Verified by Visa Participating Merchant and again the Cardholder is unable to validate their identity after three attempts, the Prepaid Card will be indefinitely suspended from use with all Verified by Visa Participating Merchants. To have the Prepaid Card unsuspended, please contact Indue on 1300 671 819 during Indue's call centre operating hours (see section 5 above).

Online transactions that are attempted with Verified by Visa Participating Merchants and which are deemed to be very high risk transactions will be automatically declined without asking the Cardholder to validate their identity. For assistance in these circumstances, contact Indue on 1300 671 819 during Indue's call centre operating hours (see section 5 above).

Verified by Visa has certain browser requirements that will change from time to time and can be seen at [www.visa.com](http://www.visa.com).

**18. FEES AND CHARGES**

The following standard fees and charges apply. All fees and charges that are set out in this section 18 are inclusive of GST. The Parent agrees to pay to Indue all fees and charges that are set out in this PDS. Indue will deduct these fees and charges from the Prepaid Card by debiting (deducting) the amount of the fee or charge in accordance with this section 18, other than the fees noted as payable to Spriggy below.

You may also be charged a fee by Spriggy for using the Spriggy App together with the Parent Wallet and Prepaid Card. At the time of this PDS the Spriggy Fee is \$30 per Prepaid Card per year, which may be varied by Spriggy from time to time. Refer to the Spriggy Website for more details. Spriggy may opt to collect this fee and the Prepaid Card Replacement Fee from the

Parent via the Direct Debit Service Provider as an alternative to debiting (deducting) the amount of the fee or charge from the Prepaid Card.

If the Cardholder or Parent considers that Indue has incorrectly charged a fee or charge, this may be disputed by contacting either Indue or Spriggy in accordance with section 9 above. Any incorrectly charged fee or charge will be reversed by Indue. Indue may choose to waive or reduce any of the fees set out below.

Fees	
Spriggy Fee (payable to Spriggy):	\$30 per Prepaid Card per year
Cancellation Fee:	Refer to section 21 below
Prepaid Card Replacement Fee (payable to Spriggy): (refer to section 23)	\$10, per Prepaid Card
Expiry Fee:	Refer to section 20 below
Invalid Transaction Fee:	None
Currency Conversion Fee: payable and deducted from the Prepaid Card at the same time the Cardholder makes a transaction using the Prepaid Card in a currency other than Australian dollars, or the Cardholder makes a transaction using the Prepaid Card in any currency (including AUD) that is processed by a card scheme or financial institution or billed by the merchant outside of Australia (refer to section 15 above).	3.5% of the total amount of each relevant transaction. This fee includes an amount payable by us to Visa. The fee is a percentage of the converted AUD amount shown on the Prepaid Card transaction history.
ATM Owner's Fee:	As displayed on screen at the time of attempted withdrawal or balance enquiry transaction (not charged by Indue). This fee may be displayed on the ATM screen at the time of the relevant transaction.

We may in the future introduce new fees. Please see section 28

below for how we will notify you if we do this.

## 19. LIMITATIONS ON THE USE OF THE PREPAID CARD

The Prepaid Card is not able to be used at the following types of merchants:

- Bars, Taverns, Nightclubs, Cocktail Lounges and Discotheques
- Package Stores – Beer, Wine and Liquor
- Cigar Stores and Stands
- Betting, including Lottery Tickets, Casino Gaming Chips, Off-Track Betting and Race Tracks
- Dating and Escort Services

The Prepaid Card cannot be used for the purchase of any pornographic material or services. If we become aware that the Prepaid Card is being used for such purchases, Spriggy reserves the right to cancel the Prepaid Card and any associated Parent Wallet.

## 20. PREPAID CARD EXPIRY

The Prepaid Card is valid until the Expiry Date. The Cardholder must use all available Value by the Expiry Date to ensure they receive the benefit of the Value (unless the Prepaid Card is renewed, as set out below).

Prior to the Expiry Date, Spriggy will notify the Parent that, unless they advise Spriggy that they do not wish to have the Prepaid Card renewed, the Cardholder will be issued with a replacement Prepaid Card. Replacements will only be issued for Prepaid Cards which are currently activated and have not been cancelled or restricted by the Parent, Spriggy or Indue. Replacement Prepaid Cards will only be issued where the Cardholder will still be under the age of 18 years at the Expiry Date of the existing Prepaid Card. If Spriggy does not hear otherwise from the Parent, Spriggy will arrange for a replacement Prepaid Card to be issued to the Cardholder, and the available Value on the existing Prepaid Card will be transferred to the new Prepaid Card on the existing Prepaid Card's Expiry Date.

Before the Cardholder can use the new Prepaid Card, it will need to be activated, using the same process described in section 11 above. The Parent will then be charged the annual fee for using the Spriggy app, as set out in Section 18 above. This fee is

currently \$30 per Prepaid Card per year, which may be varied by Spriggy from time to time. Refer to the Spriggy Website for more details.

The Prepaid Card may be charged a Prepaid Card Replacement Fee (refer to section 18 – Fees and Charges) but will not be charged a fee associated with transferring any Value remaining on the existing Prepaid Card to the new Prepaid Card.

If the Parent has advised Spriggy that they do not want the Prepaid Card to be renewed, the Prepaid Card is cancelled or restricted, or the Cardholder will be over the age of 18 years at the Expiry Date, then on the Expiry Date, Indue will stop the Prepaid Card and the Cardholder will no longer be able to use it.

If on the Expiry Date Value remains on the Prepaid Card, then:

- if this Value is less than \$10.00, the Parent will be charged an Expiry Fee equal to the Value remaining on the Prepaid Card. For example, if the Value remaining on the Prepaid Card on the Expiry Date is \$7.22, on the Expiry Date Indue will charge an Expiry Fee equal to \$7.22; or
- if this Value is greater than \$10.00, then Indue will arrange for Spriggy on Indue's behalf to make reasonable attempts to contact the Parent to arrange for the Value remaining on the Prepaid Card to be returned to the Parent by either cheque or electronic funds transfer to the Parent's nominated bank account.

If, after 6 months following the Expiry Date, Spriggy (on Indue's behalf) has not been able to contact the Parent after reasonable enquiries have been made, in order for Indue to return the Value remaining on the Prepaid Card, then all funds held will be forfeited to Indue. If the Parent subsequently contacts Indue within seven (7) years after the Expiry Date and requests a refund, Indue will refund the remaining value owing to the Parent. Indue will need to verify the identity of the Parent before returning any funds.

The Prepaid Card must not be used after the Expiry Date shown on it. In some circumstances the Prepaid Card may be used for purchases which are below Floor Limits and where no electronic approval is required or transactions on the Prepaid Card may be processed manually. If the Prepaid Card is used after the Expiry Date in these circumstances, then the Parent will be liable to Indue for the Value of any transaction as well as any reasonable costs incurred by Indue in collecting the amount owing.

## 21. CANCELLATION OF THE PREPAID CARD

The Prepaid Card always remains the property of Indue.

Indue or Spriggy may cancel and demand the return of the Prepaid Card issued to the Cardholder at any time:

- for security reasons and to protect the remaining Value where the Prepaid Card has been or is reasonably suspected by Indue to have been compromised and such compromise has been caused directly by the Cardholder or third parties; or
- if the Cardholder or the Parent breaches any conditions set out in this PDS and that breach is of a serious nature.

If these circumstances arise, Indue or Spriggy will notify the Parent that the Prepaid Card has been cancelled.

The Parent may cancel the Prepaid Card at any time by giving Indue or Spriggy notice in writing, by telephone or via the Spriggy Website. Prior to the cancellation of the Prepaid Card, the Parent and the Cardholder should ensure that all Value is used to ensure that the Cardholder receives the benefit of the Value.

On the date that the Prepaid Card is cancelled by Indue, Spriggy or the Parent in accordance with this section 20 (referred to as the Cancellation Date), if any Value remains on the Prepaid Card then:

- if this Value is less than \$10.00, the Parent will be charged a Cancellation Fee equal to the Value remaining on the Prepaid Card. For example, if the Value remaining on the Prepaid Card on the Cancellation Date is \$7.22, on the Cancellation Date Indue will charge a Cancellation Fee equal to \$7.22; or
- if this Value is greater than \$10.00, then Indue will arrange for Spriggy on our behalf to make reasonable attempts to contact the Parent to arrange for the Value remaining on the Prepaid Card to be returned to the Parent by either cheque or electronic funds transfer to the Parent's nominated bank account.

If, after 6 months following the Cancellation Date, Spriggy (on Indue's behalf) has not been able to contact the Parent after reasonable enquiries have been made in order for Indue to return the Value remaining on the Prepaid Card, then all funds held will be forfeited to Indue. If the Parent subsequently contacts Indue within seven (7) years after the Expiry Date and requests a refund, Indue will refund the remaining value owing to the Parent. Indue will need to verify the identity of the Parent before returning any funds.

The Parent will continue to be liable to Indue for the value of any withdrawal or debit transaction (other than fraudulent

transactions) occurring after the Cancellation Date. In some circumstances the Prepaid Card may be used for purchases which are below Floor Limits and where no electronic approval is required. If the Prepaid Card is used after the Cancellation Date in these circumstances then the Parent will be liable to Indue for the Value of any transaction as well as any reasonable costs incurred by Indue in collecting the amounts owing.

## 22. UNCLAIMED FUNDS

If Value still remains on the Prepaid Card after 7 years from the Expiry Date or Cancellation Date, Indue may transfer the balance of the Value on the Prepaid Card to the Commonwealth Government as "unclaimed money".

Before Indue transfers the balance to the Commonwealth Government as "unclaimed money", Indue will arrange for Spriggy to make reasonable endeavours to contact the Parent using last-known contact details.

The Parent has the right to claim the money that is held with the Commonwealth Government. Please refer to ASIC's website at [www.asic.gov.au](http://www.asic.gov.au) for details.

## 23. LOSS, THEFT AND UNAUTHORISED USE

### Via the Spriggy App

If the PIN record has been lost or stolen or the PIN has become known to someone else, the Cardholder must IMMEDIATELY access the Spriggy App and reset their PIN from the settings menu in the Spriggy App.

If the Prepaid Card has been lost or stolen, or a Mobile Device to which a Digital Wallet has been added has been lost or stolen or otherwise compromised, the Cardholder must IMMEDIATELY access the Spriggy App, go to the lock card screen available from the settings menu and follow the prompts to lock the Prepaid Card. This will place a stop on the Prepaid Card. The Parent must also IMMEDIATELY telephone 1300 361 954 to report the Prepaid Card or Mobile Device as lost or stolen.

### By Telephone

Alternatively, if the Prepaid Card, Mobile Device or PIN record has been lost or stolen or otherwise compromised, the Cardholder or Parent must IMMEDIATELY report this by phoning Spriggy on 1300 361 954.

After notification to Spriggy, Spriggy will arrange for a stop to be

placed on the Prepaid Card.

### Notification Requirements

If the Cardholder or Parent cannot reasonably notify Spriggy in accordance with one of the methods described above, any losses occurring due to non-notification whilst the Spriggy App or phone number referred to above is non-operational will be the liability of Indue and Spriggy. To avoid further losses, the Cardholder or Parent is required to continue to try to contact Spriggy either through the Spriggy App or the phone number referred to above.

Providing the Cardholder or Parent continue to try to use reasonable endeavours having regard to their relevant circumstances to notify Indue or Spriggy, Indue and Spriggy will continue to be liable for any loss occurring on the Prepaid Card. If neither the Parent nor Cardholder try to notify us as is reasonable having regard to their circumstances, then the Parent may become liable for any losses occurring on the Prepaid Card in accordance with section 24 below.

### Procedure – Prepaid Card Suspension

Spriggy will use its best endeavours to contact the Parent within 72 hours from when a stop was placed on the Prepaid Card to arrange either a replacement Prepaid Card to be issued to the Parent or for the Prepaid Card to be reactivated in circumstances where it has been found. After a stop has been placed on the Prepaid Card, the Cardholder will not be able to, and the Cardholder must not attempt to, use the Prepaid Card until the Parent or Cardholder has spoken with Spriggy to reactivate or replace the Prepaid Card, or where the Prepaid Card has been found, the Parent or Cardholder has reactivated the Prepaid Card via the Spriggy App.

In some circumstances, the Prepaid Card may be used for purchases which are below Floor Limits and where no electronic approval is required. If the Cardholder uses the Prepaid Card after a stop has been placed on the Prepaid Card, the Parent will be liable to Indue for the Value of any transaction as well as any reasonable costs incurred by Indue in collecting the amount owing.

### Procedure – Prepaid Card Replacement

Once a replacement Prepaid Card is issued to the Parent, the Value remaining on the lost or stolen Prepaid Card will be transferred to the new Prepaid Card less any unauthorised transactions for which the Parent is liable (refer to section 24 for a list of circumstances where the Parent may be held liable for unauthorised transactions) and the Prepaid Card Replacement Fee (refer to section 17 above).

The Parent must give Spriggy a reasonable time to arrange cancellation and the issue of a replacement Prepaid Card.

## 24. LIABILITY IN CASE THE PREPAID CARD IS LOST OR STOLEN OR IN THE CASE OF UNAUTHORISED USE

1. The Parent will not be liable for any Unauthorised Transactions:
  - (a) before the Prepaid Card has been activated;
  - (b) after the Prepaid Card has been reported lost or stolen;
  - (c) if the Parent and Cardholder didn't contribute to any Unauthorised Transaction. Indue may determine that the Parent or Cardholder contributed to an Unauthorised Transaction if that person did not exercise vigilant care in keeping the Prepaid Card or Prepaid Card information secure or if there was unreasonable delay in reporting to Indue or Spriggy the loss or theft of the Prepaid Card, the compromise of the Prepaid Card information or of any Unauthorised Transactions of which the Parent or Cardholder became aware; or
  - (d) if the Unauthorised Transaction was made using the Prepaid Card information without use of the actual Prepaid Card or PIN and neither the Parent nor Cardholder unreasonably delayed reporting to Indue or Spriggy about the loss or theft of the Prepaid Card, the compromise of the Prepaid Card information or of any Unauthorised Transactions of which either the Parent or Cardholder became aware.
2. If Indue can prove on the balance of probability that the Parent or Cardholder contributed to the Unauthorised Transaction under this section, the Parent's liability will be the lesser of:
  - (a) the amount of the actual loss, if that amount is less than the value that was stored on the Prepaid Card at the time the loss occurred;
  - (b) the actual loss at the time Indue or Spriggy was notified of the loss or theft of the Prepaid Card; or
  - (c) the Prepaid Card Limit.
3. Where a PIN was required to perform an Unauthorised Transaction and it is unclear whether or not the Parent or Cardholder has contributed to any loss caused by the Unauthorised Transaction, the Parent's liability will be the lesser of:

- (a) \$150;
- (b) the actual loss if the loss is less than the value that was stored on the Prepaid Card at the time the loss occurred; or
- (c) the actual loss at the time the Parent or Cardholder notified Indue or Spriggy of the loss or theft of the Prepaid Card.

4. In determining the Parent's liability under this section:

- (a) Indue will consider all evidence including all reasonable explanations for the Unauthorised Transaction;
- (b) the fact that a transaction was authorised with the correct PIN, while significant, is not conclusive evidence that the Parent or Cardholder has contributed to the loss; and
- (c) the use or security of any information required to perform a transaction that the Parent and Cardholder are not required to keep secret (for example, the number on the front of the Prepaid Card or the Expiry Date) is not relevant to the Parent's liability.

## 25. VISA ZERO LIABILITY

- In addition to the limits placed on the Parent's liability as described in section 24 above, Visa's scheme rules provide that Indue and Spriggy shall limit the Parent's liability to nil in the following circumstances:
- neither the Parent nor Cardholder have contributed to any loss caused by unauthorised use of the Prepaid Card as described in section 24(1)(c) above; and
- all reasonably requested documentation has been provided to Indue or Spriggy, which may include provision of a statutory declaration and police report.
- Where this Visa zero liability provision applies, Indue will endeavour to refund the amount of the unauthorised transactions within five (5) Business Days, subject to:
- Indue or Spriggy having received all reasonably requested information;
- the Parent and Cardholder not otherwise being in default or breach of the terms and conditions set out in this PDS; and

- Indue not reasonably determining that further investigation is necessary before refunding the amount of the Unauthorised Transactions based on:

- (a) the use of the Prepaid Card;
- (b) the nature and circumstances surrounding the unauthorised transactions; or
- (c) any delay in notifying Indue or Spriggy of the unauthorised transactions.

Any refund is conditional upon the final outcome of Indue's investigation of the matter and may be withdrawn by Indue where it considers that this provision shall not apply as a result of those investigations. In making any determination in respect of this section, Indue and Spriggy will comply with the requirements of section 9 above.

## 26. STATEMENT OF TRANSACTION HISTORY

The Parent and the Cardholder may check the Value that is on the Prepaid Card and the Prepaid Card transaction history, 24 hours a day 7 days a week, by visiting the Spriggy App. The Parent and Cardholder should regularly review the transaction history in order to identify any unauthorised transactions.

The Cardholder may also be able to check the Value that is on the Prepaid Card by conducting a balance enquiry transaction at an ATM. However, the ATM owner may charge a fee for the balance enquiry transaction, which will be deducted from the Value on the Prepaid Card. The amount of the fee will be displayed on the ATM at the time of the balance enquiry.

## 27. PRIVACY AND INFORMATION COLLECTION

Indue and Spriggy may collect personal information of the Cardholder or Parent ("you"):

- to identify you in accordance with the AML Legislation and Visa scheme rules;
- to provide information about a product or service;
- to consider your request for a product or service;
- to provide you with a product or service;
- to assist in arrangements with other organisations in relation to the provision of a product or service or suspend its operation until it is provided;

- to perform administrative and operational tasks (including systems development and testing, staff training, and market or customer satisfaction research);
- to prevent or investigate any fraud or crime (or a suspected fraud or crime);
- to enable the use of a Prepaid Card with a Digital Wallet; and
- as required by relevant laws and scheme rules.

In some circumstances, Indue or Spriggy (as the case may be) may collect your personal information from a third party service provider. Indue and Spriggy will be collecting the Cardholder's personal information from the Parent. Indue or Spriggy may collect information from other participants in the payments system and other financial institutions in order to resolve disputes or errors (refer to clause 9 above). Indue and Spriggy collect this information in order to manage the service they provide to you, consistent with this PDS.

If you do not provide some or all of the information requested, Indue and Spriggy may be unable to provide you with a product or service.

Indue and Spriggy may provide your information:

- to another member of its group;
- to any outsourced service providers (for example mailing houses, fraud and anti-money laundering service providers, data switch service companies);
- to regulatory bodies, government agencies, law enforcement bodies and courts;
- to other parties as is authorised or required by law; or
- to participants in the payments system and other financial institutions for the purpose of resolving disputes, errors or other matters arising out of your use of the Prepaid Card or third parties using the Prepaid Card or Prepaid Card information.

Indue and Spriggy may also provide the Cardholder's information to the Parent (including details of all transactions carried out using the Prepaid Card or Prepaid Card information).

You may access any of your personal information at any time by calling Spriggy on 1300 361 954. You may also call Indue on 1300 671 819. Indue or Spriggy may charge you a reasonable administration fee for access. This fee will be advised to you upfront in order for you to determine whether you wish to access

your personal information. If you can show that information about you is not accurate, complete and up to date, Spriggy or Indue will take reasonable steps to ensure it is corrected so that it is accurate, complete and up to date. Spriggy or Indue will not charge any extra fee for correcting your information. There may be circumstances when Indue or Spriggy may be unable to provide you with access to or to correct your information, in which case Indue or Spriggy (as the case may be) will provide you with a written reason. For details on how you may access and seek correction of the personal information Indue or Spriggy holds about you, please refer to their Privacy Policies available at [www.indue.com.au](http://www.indue.com.au) and [www.spriggy.com.au](http://www.spriggy.com.au).

Indue and Spriggy will not collect sensitive information about you, such as health information, without your consent.

To facilitate transaction identification and to assist with the identification of suspicious or fraudulent transactions, your personal information and transaction details may be sent to countries other than Australia. As at the date of this PDS, these countries are likely to include the United Kingdom, the United States, the European Union and Israel. By using the Prepaid Card, you agree that your personal information and transaction details may be sent overseas for the purposes of assisting with the identification of suspicious or fraudulent transactions or as required by law.

In accordance with the Privacy Act 1988 (Cth), Indue and Spriggy must comply with the Australian Privacy Principles. You have the right to lodge a complaint if you believe Indue or Spriggy has breached the Australian Privacy Principles. For details on how you may complain about a breach and how Indue and Spriggy deal with complaints, please refer to Indue's and Spriggy's Privacy Policies available at [www.indue.com.au](http://www.indue.com.au) and [www.spriggy.com.au](http://www.spriggy.com.au).

If you would like a copy of Indue's or Spriggy's Privacy Policy to be sent to you, please contact Indue on 1300 671 819 or Spriggy on 1300 361 954.

## 28. CHANGES TO THIS PDS

The information in this PDS is current as at the date stated at the beginning of this document. Indue may change, add to or delete the terms and conditions set out in this PDS at any time. Where the change involves an increase in fees or charges, or an increase in the risk associated with the Prepaid Card or may otherwise be detrimental to the Parent or Cardholder, Indue will provide at least 30 days' prior notice of the change or variation. For any other change that is materially adverse to the Parent or Cardholder, we will provide notice before the change or as

soon as practicable after. You consent to us notifying you via the Spriggy App, by email or by post for this purpose. Any notice or document may be given by Indue or Spriggy sending it to the Parent's last known postal or email address. If the notice or document is sent to the Parent's last known postal address, it is taken to have been received on the date it would have been delivered in the ordinary course of the post.

If Indue makes a change to this PDS, we will issue a supplementary PDS or update the PDS by amending the version of the PDS that is available at [www.spriggy.com.au/terms](http://www.spriggy.com.au/terms). The PDS available at this website will be the latest version and will be at no cost to view. You may download a copy of the latest version of the PDS and any supplementary PDS from the same webpage or request one via email from [www.spriggy.com.au](http://www.spriggy.com.au).

If the Parent or Cardholder wishes to cancel the Prepaid Card as a result of any change or variation Indue makes to this PDS, the Parent must contact Spriggy or Indue to cancel the Prepaid Card. In these circumstances, Indue will not charge a Cancellation Fee or any transaction fee in respect of Indue returning any Value stored on the Prepaid Card to the Parent.

## 29. ANTI-MONEY LAUNDERING AND COUNTER-TERRORIST FINANCING

The Parent and Cardholder acknowledge and agree that:

- where required, they will provide to Indue all information reasonably requested by it in order for Indue to comply with the fraud monitoring and anti-money laundering and counter terrorism financing obligations imposed on it pursuant to the AML Legislation and Sanctions Legislation;
- participation in the Visa scheme rules may impose other countries' laws such as the US Patriot Act;
- Indue may be legally required to disclose information about the Parent or Cardholder to regulatory and/or law enforcement agencies;
- Indue may block, delay, freeze or refuse any transactions where Indue in its sole opinion considers reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML Legislation, Sanctions Legislation or any other relevant law;
- where transactions are blocked, delayed, frozen or refused by Indue in accordance with this section 28, they agree that Indue is not liable for any loss suffered by them or other third parties arising directly or indirectly as a result of Indue taking this action; and

- where required, Indue will monitor all transactions, which arise pursuant to the use of the Prepaid Card, in accordance with its obligations imposed on it in accordance with the AML Legislation and Sanctions Legislation.

## 30. DEFINITIONS

**AML Legislation** means the Anti-Money Laundering and Counter Terrorism Financing Act 2006 (Cth) and its associated rules, regulatory guides and regulations.

**ATM** means automatic teller machine.

**Annual Load Limit** means the maximum amount that may be loaded onto a Prepaid Card in a 12 month period. As at the date of this PDS, the Annual Load Limit is \$10,000.

**Apple Pay** means the Digital Wallet operated by Apple Pty Ltd.

**Authorised Transaction** means a transaction that we treat as having been authorised by you, which is when the Cardholder conducts an Electronic Transaction, the Prepaid Card is used to conduct an Electronic Transaction or the Prepaid Card or Prepaid Card information is presented to a merchant in a way acceptable to us.

**Business Day** means a day that banking institutions are open in Brisbane, excluding Saturday, Sunday and public and bank holidays.

**Child** and **Cardholder** means the individual who is issued with a Prepaid Card, at the request of a Parent.

**Contribution Link** means the [spriggy.me](http://spriggy.me) link that allows family, friends or other third parties to pay directly to the Prepaid Card, using the Payment Service Providers.

**Currency Conversion Fee** means the fee specified in section 18.

**Daily ATM Limit** means the maximum value that may be withdrawn from an ATM in any one day, which as at the date of this PDS is \$250.

**Direct Debit Service Provider** means the third party direct debit service provider that will process transfers from the Parent's nominated valid account to the Parent Wallet.

**Digital Wallet** means the payment platform created by a Wallet Provider to facilitate payments using a Mobile Device with a Prepaid Card registered on such a device.

**eftpos** means Electronic Funds Transfer Point of Sale.



**eftpos Device** means an eftpos terminal at which payments can be made (for example, a terminal that a merchant has available in store at which the Cardholder may make electronic payments using a prepaid card, such as the Prepaid Card, that is acceptable to the merchant).

**Electronic Transaction** means a transaction: (i) initiated by the Cardholder's instruction to purchase goods and/or services using the Prepaid Card and the PIN (or signature depending on the relevant authorisation requirement at the eftpos Device); (ii) arising from use of the Prepaid Card; or (iii) arising from the information stored on the Prepaid Card.

**Expiry Date** means the expiry date printed on the front of the Prepaid Card.

**Floor Limit** means an amount above which a payment using an eftpos Device requires approval by Indue in order for the transaction to be effected. Floor Limits are set by merchants' financial institutions.

**Google Pay** means the Digital Wallet operated by Google Asia Pacific Pte Ltd.

**Indue** means Indue Limited ABN 97 087 822 464 being the issuer of the Prepaid Card.

**Mobile Device** means any device used to facilitate the use of a Digital Wallet and includes a mobile phone.

**Negative Balance** means that the Value on the Prepaid Card is negative (less than \$0.00) rather than positive (\$0.00 or greater).

**Parent** means the individual who applies for a Parent Wallet via the Spriggy App, and who requests that a Child be issued with a Prepaid Card.

**Parent Wallet** means the non-cash payment facility issued to the Parent by Indue, which allows the Parent and the Child to, among other things, load Value onto the Prepaid Card.

**Payment Service Providers** means the third party service providers that will process transfers via direct debit, Visa and Mastercard Debit Cards, or other payment methods to the Prepaid Card. These may include IntegraPay Pty Ltd (ABN 63 135 196 397) and PayPal Australia Pty Limited (ABN 93 111 195 389).

**PDS for the Parent Wallet** means the terms and conditions that apply to the use of the Parent Wallet non-cash payment facility issued to the Parent by Indue. The Parent will be bound by both this PDS and the PDS for the Parent Wallet.

**PIN** means the Personal Identification Number required to be entered by the Cardholder when using the Prepaid Card for Electronic Transactions (except for transactions requiring a signature and transactions conducted over the internet or telephone). The PIN is set by the Cardholder after they receive the Prepaid Card and may be changed by the Cardholder from time to time (refer to section 12 above).

**Prepaid Card** means the Visa reloadable prepaid card issued by Indue to the Cardholder at the request of the Parent through Spriggy.

**Prepaid Card Limit** means the total Value that may be stored on a Prepaid Card at any one time, which as at the date of this PDS is \$999.

**Reloadable** means that additional Value may be loaded (added) onto the Prepaid Card from time to time in accordance with this PDS and provided that the Value stored on the Prepaid Card does not exceed the Prepaid Card Limit.

**Spriggy App** means the mobile application operated by Spriggy that allows Parents to apply for a Parent Wallet, request that a Child be issued with a Prepaid Card, and access various Cardholder services.

**Spriggy Website** means the website operated by Spriggy that allows Parents to apply for a Parent Wallet, request that a Child be issued with a Prepaid Card, and access various customer services.

**Sanctions Legislation** means the Charter of the United Nations Act 1945, Autonomous Sanctions Act 2011 (Cth), and all relevant rules and regulations, and any replacements of those documents from time to time.

**Unauthorised Transaction** means a transaction made using the Prepaid Card or Prepaid Card information by a person other than the Cardholder, who does not have authority to make the transaction and from which the Cardholder and Parent receive no benefit.

**Value** means the monetary value stored on the Prepaid Card from time to time (expressed in Australian Dollars).

**Verified by Visa Participating Merchant** means a merchant from whom online purchases can be made and who participates in the Verified by Visa program described in section 17.

**Visa** means Visa Worldwide PTE Ltd.

**Wallet Provider** means Apple Pty Ltd, Google Asia Pacific Pte Ltd and any other provider of a Digital Wallet (as set out on the

Spriggy Website) that a Prepaid Card may be added to.

**We, us, our** means Indue.

### 31. INTERPRETATIONS

Reference to:

- one gender includes the other;
- the singular includes the plural and the plural includes the singular;
- a party named in this PDS includes the party's executors, administrators, successors and permitted assigns;
- money is referring to Australian Dollars unless otherwise stated;
- "including" and similar expressions are not words of limitation;
- 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;
- headings and any table of contents or index are for convenience only and do not form part of this PDS or affect its interpretation;
- if an act must be done on a specified day which is not a Business Day, it must be done on the next business day.

### 32. PARTIES

If a party consists of more than 1 person, the terms and conditions set out in this PDS bind each of them separately and 2 or more of them jointly and severally.

An obligation, representation or warranty in favour of more than 1 person is for the benefit of them separately and jointly.