



# Product Disclosure Statement

## Spriggy Parent Wallet

### 1. About This Product Disclosure Statement

This Product Disclosure Statement (“PDS”) contains important information about the Spriggy reloadable prepaid non-cash payment facility (“Parent Wallet”) 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 you to decide whether or not to acquire the Parent Wallet.

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 you or the Cardholder does not understand any of the information contained within this document or the PDS for the Prepaid Card.

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

This PDS is dated 26 November 2018.

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

This PDS applies to all transactions effected with the use of the Parent Wallet. Information provided in relation to increasing the Parent Wallet Limit and ATM cash withdrawals using the Prepaid Card will be applicable when these features are made available via the Spriggy App.

If you fail to properly safeguard the Parent Wallet or the Password, your liability for unauthorised use may be increased (refer to paragraph 21 for a list of circumstances where you may be held liable for unauthorised use of the Parent Wallet).

Words that are capitalised in this PDS are defined in paragraph 27 below.

### 2. General Description Of The Parent Wallet

The Parent Wallet is a Reloadable Visa prepaid non-cash payment facility. For further information on the various functions of the Parent Wallet, refer to paragraph 13 and the FAQ page on the Spriggy Website or in the Spriggy App.

The Parent Wallet can be used to load Value onto a Prepaid Card, as long as:

- there is sufficient Value available on the Parent Wallet to cover the amount of the transaction and any applicable fees and charges;
- the Value to be loaded onto the Prepaid Card will not cause the Prepaid Card Limit to be exceeded;
- the Expiry Date of the Parent Wallet has not been reached; and
- the Parent Wallet has not been suspended or cancelled.

The Parent Wallet is not a credit card and it is not attached to any separate account.

The Parent Wallet cannot be used to withdraw cash either at ATMs or from eftpos Devices or to make purchases and payments online or in physical stores. It can only be used to load Value onto a Prepaid Card.

### 3. Parent Responsibility For Child Card

Rivva Pty Ltd ABN 86 603 542 918 ("Spriggy") (Authorised Representative number 001269272), is an authorised representative 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 the Spriggy App.

You acknowledge that you will be liable for all Electronic Transactions performed by the Cardholder using the Prepaid Card. When you provide a Prepaid Card to the Cardholder:

- you agree that you will provide the Cardholder with a copy of the PDS for the Prepaid Card and any updates Indue makes to that PDS from time to time that are communicated to you;
- you agree to explain the terms and conditions set out in the PDS to the Cardholder, and ensure that the Cardholder understands and agrees to abide by the PDS;
- you will be liable (in the first instance) for all transactions carried out by use of the Prepaid Card;
- you 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 the PDS for the Prepaid Card;
- you authorise 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 the PDS for the Prepaid Card, then you will be in breach of the terms and conditions of the PDS.

In accordance with this PDS, you will need to arrange for amounts to be transferred through the electronic banking system to the Parent Wallet, from which the Prepaid Card can be loaded with Value. The total Value that you may load onto the Parent Wallet at any one time cannot exceed the Parent Wallet Limit. If you attempt to load Value onto the Parent Wallet that would take the Parent Wallet Value over the Parent Wallet Limit, this will be rejected. See section 12 below.

On expiry or cancellation of the Prepaid Card in accordance with the PDS for the Prepaid Card, Spriggy will arrange for any remaining Value on the Prepaid Card to be transferred to you. The Cardholder and you 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 Parent Wallet or the Prepaid Card may be cancelled by the Parent at any time. If the Parent Wallet is cancelled, the Prepaid Card will continue to be able to be used until the Value on the Prepaid Card reduces to zero. However, the Prepaid Card will not be able to be loaded with further Value after the cancellation of the Parent Wallet.

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

While the electronic authorisation required to approve transactions is designed to limit amounts charged on the Parent Wallet or the Prepaid Card to funds available, there may be circumstances where the Parent Wallet or Prepaid Card may be used for purchases where no electronic authorisation is required. If the Parent Wallet or Prepaid Card is used in these or any other circumstances and this results in the Parent Wallet or the Prepaid Card balance being overdrawn, then you acknowledge and agree that you will be responsible for this overdrawn amount. Indue and Spriggy will recover this overdrawn amount from you and in relation to overdrawings on the Prepaid Card, 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. Parent Wallet Distributor

Spriggy is the distributor and promoter of the Parent Wallet. Spriggy is responsible for distributing and promoting the Parent Wallet and the Prepaid Card, providing the Spriggy Website and the Spriggy App and providing certain customer 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 the PDS for the Prepaid Card, providing lost and stolen services and assisting the Parent and the Cardholder with any queries they may have regarding the Parent Wallet or the Prepaid Card.

Spriggy is not the issuer of the Parent Wallet and does not have authority to:

- tell you anything about the Parent Wallet that is inconsistent with this PDS;
- give you financial product advice about the Parent Wallet (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 Parent Wallet (including marketing and distributing the Parent Wallet) and providing customer services for the Parent Wallet.

Indue is the issuer of the Parent Wallet. 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. Parent Wallet Issuer

The issuer of the Parent Wallet 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 Parent Wallet, you are 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 Parent Wallet.

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 Parent Wallet

The significant benefits of the Parent Wallet are that:

- the Parent Wallet can be used to load Value onto the Prepaid Card and allocate funds to a Child's Savings Goal and Child's Spriggy (refer to section 13 below);
- the Parent Wallet is Reloadable which means extra funds can be loaded onto it, until the expiry of the Parent Wallet (refer to section 12 below);
- it reduces the need to deal in cash;
- the Parent Wallet 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 Parent Wallet

The significant risks associated with the Parent Wallet include:

- the Parent Wallet cannot be used to buy goods and services from merchants in Australia and overseas – it can only be used to load Value onto the Prepaid Card;
- the Parent Wallet Information can be used on the internet or telephone to make a transaction, so you should carefully protect the Parent Wallet Information;
- any attempted load that will take the Value on the Parent Wallet over the Parent Wallet Limit being rejected (refer to section 12 below);
- the Parent Wallet cannot be loaded with more than the Annual Load Limit or Maximum Load Limit (refer to section 13 below);
- the Parent Wallet not having sufficient Value on it to cover a payment;
- failure to safeguard the Password may result in loss of Value (refer to section 21 below for a list of circumstances where you may be held liable for failing to safeguard the Password);
- circumstances beyond our reasonable control preventing a transaction from being processed;
- unauthorised and fraudulent transactions may occur on the Parent Wallet (refer to section 21 below for a list of circumstances where you may be held liable for unauthorised use of the Parent Wallet);
- the Parent Wallet Information may be lost or stolen. In these circumstances, you may be held liable for unauthorised use of the Parent Wallet where you unreasonably delay notifying us that the Parent Wallet Information has been lost or stolen (refer to section 21 below);
- the Parent Wallet Information may become known to criminals via various methods who may be able to withdraw the Value using a counterfeit prepaid card or information. In these cases you will not be liable for these unauthorised transactions unless you have contributed to the loss (refer to section 21 below);
- interest not being earned on any Value that is stored on the Parent Wallet from time to time;
- in some circumstances (for example, where a fee or charge is incurred), the Value remaining on the Parent Wallet becoming negative (meaning there may become less than \$0.00 Value remaining on the Parent Wallet);
- you may cancel the Parent Wallet at any time and in such circumstances the Prepaid Card will continue to be able to be used until the Value on the Prepaid Card reduces to zero. However, the Prepaid Card will not be able to be loaded with further Value after the cancellation of the Parent Wallet;

- 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 or non-cash payment facilities (including the Parent Wallet, the Prepaid Card and any Value held on the Parent Wallet or the Prepaid Card). If Indue fails:

- any Value held on the Parent Wallet or 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 Parent Wallet and Prepaid Card may therefore be increased when you load large amounts of money onto either the Parent Wallet or 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 Parent Wallet or Prepaid Card may have on your personal tax liability.

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

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

There are fees and charges associated with the use of the Prepaid Card. Please refer to section 15 for further information about fees.

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

You cannot use the account number and BSB associated with

the Parent Wallet to arrange for any amounts to be debited from the Parent Wallet balance, either by regular direct debits or by using “Pay Anyone” (direct credit) facilities.

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

If you or the Cardholder believe a transaction is wrong or unauthorised or the transaction history contains any instances of unauthorised use or errors, you must immediately notify Spriggy. As soon as they can, you or the 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 Parent Wallet and all associated PINs 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 Parent Wallet or 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 you or the 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.

You or the Cardholder may wish to dispute a transaction in circumstances where:

- the transaction is not recognised by either you or the Cardholder;
- neither you nor the Cardholder authorised 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
- you or the Cardholder believes a transaction has been duplicated.

If Spriggy or Indue find that an error was made or that you are not liable for the transaction in accordance with the terms set out in this section, then Indue will make the appropriate adjustments to the Parent Wallet or Prepaid Card and will advise you in writing of the amount of the adjustment. If the complaint or dispute 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 generally 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. Accessing The Parent Wallet

After you have applied for a Parent Wallet and Prepaid Card on the Spriggy Website, you will receive in the mail the physical Prepaid Card/s. Once you have at least one Prepaid Card, you will be able to use the number on the Prepaid Card to access the Spriggy App, and activate the Prepaid Card.

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

The Parent Wallet will allow you to move funds within the Spriggy App (see section 13 below for more information) and load Value onto the Prepaid Card (refer to the PDS for the Prepaid Card for how to do this).

By registering for the Spriggy App, the Parent agrees:

- to the terms and conditions contained in this PDS;
- to be liable for the transactions made using the Parent Wallet information or 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.

## 11. Security Of Password And The Parent Wallet

If you fail to safeguard the Parent Wallet or Password, this may increase your liability for unauthorised use (refer to section 21 below for a list of circumstances where you may be held to be liable for unauthorised transactions). Indue therefore strongly recommends that:

- you not record your Password on your mobile device or computer or on anything with or near your mobile device or computer;
- you not tell anyone your Password (including any family member or friend) and try to prevent anyone else from seeing the Password;
- if you think that the Password has become known to someone else, you must notify Spriggy or Indue immediately.

If you forget your Password, you are able to reset it from within the Spriggy App by tapping the "Forgot Password?" button on the Spriggy App login screen, and following the prompts (refer

to section 20 below).

You must not use the same code for the Password and any PIN for a Prepaid Card.

Important information to consider:

- no-one from Indue or Spriggy will ever ask you for your Password, therefore you should never disclose it to anyone either verbally, in writing or electronically (other than entering your Password on the Spriggy Website or Spriggy App in order to perform transactions or view information about the Parent Wallet);
- 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 Password that is easily identified with you, e.g. your birth date, an alphabetical code which is a recognisable part of your name or car registration;
- don’t choose a Password that is merely a group of repeated letters or numbers;
- never leave your mobile device unattended e.g. in a car or at work;
- supervise your Child’s access to your mobile device;
- examine the account activity to identify and report, as soon as possible, any instances of unauthorised use;
- maintain up-to-date anti-virus software on your computer and mobile devices and a firewall on your computer.

Refer to section 21 below for a list of circumstances where you 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 21 below, rather than the security measures listed above, which are guidelines only.

## 12. Loading Value And Card Limits

The Parent Wallet is reloadable which means you may load Value onto the Parent Wallet as often as you like so long as:

- the total Value on the Parent Wallet does not exceed the Parent Wallet Limit;
- the load value transaction does not exceed the Maximum Load Limit (if set below the Parent Wallet Limit);
- the Expiry Date has not been reached; and
- the Parent Wallet has not been cancelled (either by you, Spriggy or Indue).

As at the date of this PDS, a summary of the load limits that apply to the Parent Wallet is as follows:

Limit	
<b>Parent Wallet Limit:</b> the maximum value that may be stored on a Parent Wallet at any one time	\$999, unless you have increased your Parent Wallet Limit as set out under the heading “Increasing your Parent Wallet Limit” below, in which case the Parent Wallet Limit will be \$4,999.
<b>Maximum Load Limit:</b> the maximum amount that can be loaded onto a Parent Wallet in a single load (as long as it does not cause the Value to exceed the Parent Wallet Limit)	As at the date of this PDS, the Maximum Load Limit is \$250 per Load. Spriggy will notify you of any revised limits.
<b>Daily Load Limit:</b> the maximum amount that can be loaded onto a Parent Wallet within any 24 hour period	As at the date of this PDS, the Daily Load Limit is \$500 in any 24 hour period. Spriggy will notify you of any revised limits.
<b>Annual Load Limit:</b> the maximum amount that can be loaded onto a Parent Wallet in a 12 month period	\$10,000

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

The only way in which Value can be loaded onto a Parent Wallet is by direct debit from your Australian financial institution or using a Visa or Mastercard debit card, via the Direct Debit Service Provider. Indue is not providing the direct debit service being provided by the Direct Debit Service Provider, nor is the Direct Debit Service Provider acting on behalf of Indue. No conduct of, or representations made by, the Direct Debit Service Provider are binding on Indue. Indue is not responsible for your funds until they reach the Parent Wallet.

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

Refer to the FAQ page on the Spriggy Website or in the Spriggy App for more information on how to load Value to the Parent Wallet via the Direct Debit Service Provider.

Indue acts on the instructions of Spriggy in allocating funds to your Parent Wallet. You are responsible for all movements of funds within the Parent Wallet, and for the loading of Value onto the Prepaid Card.

Please note: Certain load methods described in this PDS may not be available at all times and we may in the future make

additional load methods available. If we do, we will let you know about any specific terms and conditions applicable to that load method. You can check what methods are available to you by referring to the FAQs on the Spriggy Website.

Depending on the load method you use, a Minimum Load Value may apply. As at the date of this PDS there is a Minimum Load Value of \$10. Any attempt to load value below the Minimum Load Value may be rejected.

The total Value that may be loaded onto the Parent Wallet at any one time cannot exceed the Parent Wallet Limit, Maximum Load Limit, or any other limit that we may impose from time to time. Any attempted load that is above the Maximum Load Limit or would take the Value over the Parent Wallet Limit will be rejected in full. To avoid this, Spriggy recommends that you regularly check your balance via the Spriggy App.

If the Parent Wallet is cancelled or expires, it will no longer be possible to load Value onto the Prepaid Card. Indue or Spriggy may cancel a Parent Wallet in accordance with this PDS. You may also cancel a Parent Wallet in accordance with this PDS. Before you cancel a Parent Wallet, you 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 the PDS for the Prepaid Card, but will no longer be able to have Value loaded onto the Prepaid Card.

### Increasing your Parent Wallet Limit

The Parent Wallet Limit is \$999, unless we have agreed that your Parent Wallet Limit can be increased. You can ask us to increase the Parent Wallet Limit via the Spriggy App.

Before we can agree to your request, we'll need to verify your identity. You can complete the required identification procedures by following the instructions in the Spriggy App. You may be asked to confirm personal information, such as your full name, email address, residential address and date of birth. You will also be asked to supply information to confirm your identity such as your driver's licence or passport details. We'll send your personal information to our service provider who will verify your identity on our behalf.

If we successfully verify your identity, we'll approve your request to increase the Parent Wallet Limit.

If we cannot verify your identity electronically, we may contact you to discuss alternative means for confirming your identity. If, after obtaining further documents from you, we are still not able to verify your identity, your request to increase the Parent Wallet Limit will be declined. This means the Parent Wallet Limit will remain at \$999. The functionality of the Parent Wallet will not

otherwise be affected.

You agree to supply any reasonably specified identification documentation within a reasonable period of time if requested by Indue or Spriggy. Failure to provide any reasonably requested identification documentation may result in Indue or Spriggy being required to withhold or suspend the Parent Wallet until the requested documentation has been provided.

### Important Information

Increasing your Card Limit to \$4,999 increases your potential liability for monetary loss if:

- the Parent Wallet information is lost or stolen,
- there are fraudulent or Unauthorised Transactions on the Parent Wallet, or
- Indue becomes insolvent or suffers from a failure.

You cannot reduce or otherwise change the Parent Wallet Limit after we have agreed to increase it.

## 13. Using The Parent Wallet On The Spriggy App

Once Value has been loaded onto the Parent Wallet, you can allocate funds to a Child via the Spriggy App. The Spriggy App is owned and operated by Spriggy. If you have any queries in relation to the operation of the Spriggy App, or the allocation of funds to a Child, you should refer to Spriggy. Indue is not responsible for the operation of the Spriggy App, including allocation of funds to a Child.

You should refer to the Spriggy Website and the Spriggy App for detailed information on how funds can be allocated to a Child. A brief summary of the things you can do using the Spriggy App is set out below.

You can:

- allocate funds to a Child's Spriggy;
- allocate funds to a Child's Savings Goal.

Funds allocated to a Child's Spriggy can be moved by the Child to his or her Savings Goal or transferred by the Child to the Child's Prepaid Card. You will not be able to move funds from a Child's Savings Goal without first deleting the Child's Savings Goal.

Once the Savings Goal (as nominated by the Child using the Spriggy App) is reached, the Child can move funds to the Prepaid Card via the Spriggy App. If either you or the Child deletes a Savings Goal, the funds allocated to the Savings Goal will revert back to the Child's Spriggy.

By registering a Child for the Spriggy App, you consent to the

Child undertaking the transfers set out above, and acknowledge and agree that you are responsible for all actions of the Child in using the Spriggy App.

All funds notionally allocated to a Child's Spriggy or Savings Goal remain the funds of the Parent, and remain on the Parent Wallet. You will need to ensure that the total of all funds in the Parent Wallet, including those notionally allocated to each Child's Spriggy or Savings Goal, are less than the Parent Wallet Limit.

#### 14. Verified By Visa

As the Parent Wallet is a Visa prepaid non-cash payment facility, it has been automatically enrolled with Verified by Visa. Verified by Visa is a program designed to authenticate online transactions. This means that when the Parent Wallet is attempted to be used online to make a purchase at a Verified by Visa Participating Merchant, the Parent Wallet user'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 previous transaction history.

As the Parent Wallet is not permitted to be used to perform online transactions, you should not need to be identified for this purpose.

#### 15. Fees And Charges

There are no direct fees and charges associated with the use of the Parent Wallet, other than Cancellation Fees and Expiry Fees (see below). There may be fees and charges associated with the Prepaid Card. Refer to the PDS for the Prepaid Card for more details. You may also be charged a fee by Spriggy for using the Spriggy App. At the date of this PDS, this 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.

Fees	
Cancellation Fee:	Refer to section 18 below.
Expiry Fee:	Refer to section 17 below.

#### 16. Limitations On The Use Of The Parent Wallet

The Parent Wallet must not be used for illegal purposes, including the purchase of goods or services deemed illegal by any Australian law. The Parent Wallet must not be sold to any other third party.

The Parent Wallet and the Prepaid Card are only available to

Australian residents. Indue and Spriggy reserve the right to cancel the Parent Wallet and all associated Prepaid Cards if it believes on reasonable grounds that you or the Cardholder are not Australian residents.

Spriggy and Indue monitor the activity of both the Parent Wallet and Prepaid Cards and may restrict their use at any time without notification.

#### 15. Parent Wallet Expiry

In line with Visa Rules the Parent Wallet is required to have an Expiry Date, if prior to the Expiry Date you have not notified Spriggy that you wish to cancel your Parent Wallet it will be automatically renewed and the available Value on the existing Parent Wallet will be transferred to the new Parent Wallet on or before the existing Parent Wallet's Expiry Date.

If you have advised Spriggy that you do not want the Parent Wallet to be renewed, then on the Expiry Date, Indue will stop the Parent Wallet and you will no longer be able to use it.

If on the Expiry Date Value remains on the Parent Wallet, then:

- if this Value is less than \$10.00, you will be charged an Expiry Fee equal to the Value remaining on the Parent Wallet. For example, if the Value remaining on the Parent Wallet 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 you to arrange for the Value remaining on the Parent Wallet to be returned to you by either cheque or electronic funds transfer to your nominated bank account.

If, after 6 months following the Expiry Date, Spriggy (on Indue's behalf) has not been able to contact you after reasonable enquiries have been made, in order for Indue to return the Value remaining on the Parent Wallet, then all funds held will be forfeited to Indue. If you subsequently contact Indue within seven (7) years after the Expiry Date and request a refund, Indue will refund the remaining value owing to you. Your identity will need to be verified by Indue before any funds are returned to you.

The Parent Wallet must not be used after the Expiry Date advised to you. In some circumstances the Parent Wallet may be used for purchases which are below Floor Limits and where no electronic approval is required or transactions on the Parent Wallet may be processed manually. If the Parent Wallet is used after the Expiry Date in these circumstances then you 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.

## 18. Cancellation Of The Parent Wallet

The Parent Wallet always remains the property of Indue.

Indue or Spriggy may cancel the Parent Wallet at any time:

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

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

You may cancel the Parent Wallet at any time by giving Indue or Spriggy notice in writing, by telephone, via the Spriggy App or via the Spriggy Website. Prior to the cancellation of the Parent Wallet, you should ensure that all Value is used to ensure that you and the Cardholder receive the benefit of the Value.

On the date that the Parent Wallet is cancelled by Indue, Spriggy or you in accordance with this section 18 (referred to as the Cancellation Date), if any Value remains on the Parent Wallet then:

- if this Value is less than \$10.00, you will be charged a Cancellation Fee equal to the Value remaining on the Parent Wallet. For example, if the Value remaining on the Parent Wallet 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 you to arrange for the Value remaining on the Parent Wallet to be returned to you by electronic funds transfer to your nominated bank account.

If, after 6 months following the Cancellation Date, Spriggy (on Indue's behalf) has not been able to contact you after reasonable enquiries have been made in order for Indue to return the Value remaining on the Parent Wallet, then all funds held will be forfeited to Indue. If you subsequently contact Indue within seven (7) years after the Expiry Date and request a refund, Indue will refund the remaining value owing to you. Your identity will need to be verified by Indue before any funds are returned to you.

You 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 Parent Wallet may be used for purchases which are below Floor Limits and where no electronic approval

is required. If the Parent Wallet is used after the Cancellation Date in these circumstances then you 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.

## 19. Unclaimed Funds

If Value still remains on the Parent Wallet after 7 years from the Expiry Date or Cancellation Date, Indue may transfer the balance of the Value on the Parent Wallet 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 you using your last-known contact details.

You have 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.

## 20. Loss, Theft And Unauthorised Use

### Via the Spriggy App

If your Password or PIN has been lost or stolen or has become known to someone else, you must IMMEDIATELY access the Spriggy App, and reset your password or PIN from the settings menu in the Spriggy App.

If the Parent Wallet Information has been lost or stolen, you must IMMEDIATELY telephone 1300 361 954 to report the loss or theft.

### By Telephone

Alternatively, if the Password or Parent Wallet Information has been lost or stolen, or become known to someone else, you 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 Parent Wallet and all associated Prepaid Cards.

### Notification Requirements

If you 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, you are required to continue to try to contact Spriggy either through the Spriggy App or the phone number referred to above.

Providing you continue to try to use reasonable endeavours having regard to your relevant circumstances to notify Indue or Spriggy, Indue and Spriggy will continue to be liable for any loss occurring on the Parent Wallet. If you do not try to notify us as is reasonable having regard to your circumstances, then you may become liable for any losses occurring on the Parent Wallet in accordance with section 21 below.

### Procedure – Parent Wallet Suspension

Spriggy will use its best endeavours to contact you within 72 hours from when a stop was placed on the Parent Wallet to arrange a replacement Parent Wallet to be issued to you or for the Parent Wallet to be reactivated. After a stop has been placed on the Parent Wallet, you will not be able to, and must not attempt to, use the Parent Wallet until you have spoken with Spriggy to reactivate or replace the Parent Wallet.

In some circumstances, the Parent Wallet may be used for store purchases which are below Floor Limits and where no electronic approval is required. If you use the Parent Wallet after a stop has been placed on the Parent Wallet, you 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 – Parent Wallet Replacement

Once a replacement Parent Wallet is issued to you, the Value remaining on the suspended Parent Wallet will be transferred to the new Parent Wallet less any unauthorised transactions for which you are liable (refer to section 21 for a list of circumstances where you may be held liable for unauthorised transactions).

You will be required to give Spriggy a reasonable time to arrange cancellation and the issue of a replacement Parent Wallet.

## 21. Liability In Case The Parent Wallet Information Is Lost Or Stolen Or In The Case Of Unauthorised Use

- (1) You will not be liable for any Unauthorised Transactions:
  - (a) before the Parent Wallet has been activated;
  - (b) after the Parent Wallet Information has been reported lost or stolen;
  - (c) if you didn't contribute to any Unauthorised Transaction. Indue may determine that you contributed to an Unauthorised Transaction if you did not exercise vigilant care in keeping the Parent Wallet Information secure or if there was unreasonable delay in reporting to Indue or Spriggy the loss or theft of the Parent Wallet Information, the compromise of the Parent Wallet Information or of any Unauthorised

Transactions of which you became aware; or

- (d) if the Unauthorised Transaction was made using the Parent Wallet Information without use of the Password and you did not unreasonably delay reporting to Indue or Spriggy about the loss or theft of the Parent Wallet Information, the compromise of the Parent Wallet Information or of any Unauthorised Transactions of which you became aware.
- (2) If Indue can prove on the balance of probability that you contributed to the Unauthorised Transaction under this section, your 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 Parent Wallet 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 Parent Wallet Information or Password; or
    - (c) the Parent Wallet Limit.
  - (3) 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 Password, while significant, is not conclusive evidence that you have contributed to the loss; and
    - (c) the use or security of any information required to perform a transaction that you are not required to keep secret (for example, the Expiry Date) is not relevant to your liability.

## 22. Visa Zero Liability

In addition to the limits placed on the Parent's liability as described in section 21 above, Visa's scheme rules provide that Indue and Spriggy shall limit your liability to nil in the following circumstances:

- you have not contributed to any loss caused by unauthorised use of the Parent Wallet as described in section 21(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;
  - you not otherwise being in default or breach of 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 Parent Wallet;
  - (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 will 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.

### 23. Statement Of Transaction History

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

### 24. Privacy And Information Collection

Indue and Spriggy may collect your personal information:

- 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); and
- as required by relevant laws and scheme rules.

In some circumstances, Indue or Spriggy may collect your personal information from a third party service provider. 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 Parent Wallet or third parties using the Parent Wallet or Parent Wallet Information.

You may access any of your personal information at any time by calling Spriggy on 1300 361 954 or contacting Spriggy through the Spriggy Website. 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 Parent Wallet, 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 or through the Spriggy Website.

## 25. 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 Parent Wallet or may otherwise be detrimental to you, 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 you wish to cancel the Parent Wallet as a result of any change or variation Indue makes to this PDS, you must contact Spriggy or Indue to cancel the Parent Wallet. In these circumstances, Indue will not charge a Cancellation Fee or any transaction fee in respect of Indue returning any Value stored on the Parent Wallet to you.

## 26. Anti-Money Laundering And Counter-Terrorist Financing

You acknowledge and agree that:

- where required, you 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 you 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 26, you agree that Indue is not liable for any loss suffered by you 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 Parent Wallet, in accordance with its obligations imposed on it in accordance with the AML Legislation and Sanctions Legislation.

## 27. Definitions

In this PDS, unless otherwise indicated:

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

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

**ATM** means automatic teller machine.

**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.

**Child's Spriggy** means that part of the Spriggy App that a Parent can use to allocate funds in the Parent Wallet to a particular Child. Refer to the Spriggy Website or Spriggy App for information on how to use the Spriggy App.

**PDS for the Prepaid Card** means the terms and conditions that apply to the use of the Prepaid Card issued to the Child by Indue. The Parent will be bound by both this PDS and the PDS for the Prepaid Card.

**Daily Load Limit** means the maximum amount that can be loaded onto a Parent Wallet within any 24 hour period. As at

the date of this PDS, the Daily Load Limit is \$500 in any 24 hour period.

**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.

**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 Parent Wallet or the Prepaid Card; or (iii) arising from the information stored on the Parent Wallet or the Prepaid Card.

**Expiry Date** means the expiry date displayed in the Spriggy App in the Parent Wallet information screen.

**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.

**Indue** means Indue Limited ABN 97 087 822 464 being the issuer of the Parent Wallet.

**Maximum Load Limit** means the maximum amount that can be loaded onto a Parent Wallet in a single load (as long as it does not cause the Value to exceed the Prepaid Card Limit). As at the date of this PDS, the Maximum Load Limit is \$250 per load.

**Parent** means the individual who applies for a Parent Wallet via the Spriggy App or Spriggy Website, 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.

**Parent Wallet Information** means the card number allocated to the Parent Wallet, and the BSB and account number associated with that card number.

**Parent Wallet Limit** means the total Value that may be stored on a Parent Wallet at any one time, which as at the date of

this PDS is \$999, unless the Parent has increased their Parent Wallet Limit in accordance with section 12, in which case the Parent Wallet Limit will be \$4,999.

**Password** means the password required to be entered by you when using the Spriggy App to access information about the Parent Wallet and to load Value onto a Prepaid Card. The Password is set by you when you register to use the Spriggy App and may be changed by you from time to time.

**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.

**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 Parent Wallet from time to time in accordance with this PDS and provided that the Value stored on the Parent Wallet does not exceed the Parent Wallet Limit.

**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.

**Savings Goal** means that part of the Spriggy App that a Child can use to allocate funds in the Child's Spriggy component of the Parent Wallet to a particular savings goal that the Child has set up in the Spriggy App. Refer to the Spriggy Website or Spriggy App for information on how to use the Spriggy App.

**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 customer 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.

**Unauthorised Transaction** means a transaction made using the Parent Wallet or Parent Wallet Information by a person

other than the Parent or the Child, who does not have authority to make the transaction and from which the Parent or Child receive no benefit.

**Value** means the monetary value stored on the Parent Wallet or the Prepaid Card (as the context requires) 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 14.

**Visa** means Visa Worldwide PTE Ltd.

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

**You, your** means the Parent.

## 28. 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.

## 29. 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.