

Optus Pay App Terms and Conditions

16 November 2016



OPTUS

Optus Pay App Terms & Conditions

Please carefully read all of the terms and conditions of this agreement. By clicking "I accept", you acknowledge that you have read this agreement and agree to be bound by its terms. If you do not agree with all of its terms, do not click "I accept" and you will not be permitted to activate or use the app.

This Agreement covers your activation and use of the Optus Pay application ('App') and is between you and Optus Mobile Pty Ltd ('Optus'). If you are under 18, you must review this Agreement with your parent or guardian, and Optus will accept your use of the App as being confirmation of this review and agreement by your parent or guardian.

- 1. Facility:** The Optus Pay facility ('Facility') is issued and managed by Heritage Bank Limited ABN 32 087 652 024 AFSL 240984 Australian Credit Licence 240984 ('Issuer'). Your agreement with respect to the Facility is with the Issuer and is governed by the Optus Pay Product Disclosure Statement. Optus provides the App, as well as the NFC enabled SIM and / or Payment Accessory, which facilitates access to and management of certain features of the Facility. This Agreement should be read in conjunction with the Optus Pay Product Disclosure Statement ('PDS').
- 2. Use of the App:** The App is the main means for you to register, use and manage the Facility. You agree to be the sole and exclusive user of the App. The App is linked to your mobile, and can only be linked to one mobile phone number at any one time. To be able to use the App, you must successfully install and register your details in the App, and maintain the same or compatible configuration of mobile phone.
- 3. Communications with You:** You understand that Optus will communicate with you about the operation of the App and the Facility by SMS, letter, email or in-app notification. You consent to receiving such communications and agree to regularly review them and to act in response to them. As the Facility is designed for electronic use, transaction information, certain notices and other communications relating to the Facility are only available electronically.
- 4. Your mobile:** You are responsible for obtaining and maintaining an up-to-date operating system and firmware software on your mobile, which is needed to maintain a stable and current operating environment for the App. The App relies on a data connection to retrieve and interact with information and services related to the Facility. This data usage is charged under your mobile service plan. Subject to your mobile service plan, if you are roaming overseas, data usage may be charged at a higher rate.
- 5. Mobile:** If you change your mobile phone number, you need to notify the Optus Support Centre on the number below, or the App may not function.
- 6. Modification:** Optus may, in its sole discretion, change, add or remove any features or functionality associated with the use of the App at any time. Any changes will be covered by the Agreement and shall apply immediately. By continuing to use the App after the change, you are indicating your acceptance of those changes.
- 7. Support:** You should contact the Optus Support Centre on **1800 0347904** in relation to any maintenance or support issues relating to the App. The Optus Pay Product Disclosure Statement sets out what you should do if you have a problem with the Facility.
- 8. Security:** When you activate the App, you will need to submit a passcode which will be used to authenticate your use of the App. Your passcode should be a unique four digit number which is not readily associated with you (that is, it should not be things like your year of birth, part of your mobile phone number, or a common or repeated number sequence). It is your obligation to keep your passcode confidential and not disclose it to anyone else. You should regularly change your passcode to ensure passcode confidentiality. Although Optus uses reasonable efforts to safeguard the security of your information, transmissions made on or through the Internet cannot always be guaranteed to be secure. You

agree that Optus may restrict or stop the use of the App if suspicious activities are identified.

9. **Compatible mobiles:** The App can only operate on compatible mobiles listed in the Optus Pay Device Ready List found at www.optus.com.au/optuspay. Optus may add or withdraw a mobile device from the Device Ready List at any time without notice or liability to you. Even if your mobile is on the Device Ready List, Optus cannot guarantee that the App will function correctly, as this is also dependant on your mobile's combination with other hardware, software, services or conditions in which it may be used. You must not install the App on a jail broken mobile or a mobile that has had its firmware changed or manipulated from the standard version issued by original equipment manufacturer. If you do this, the App may not function correctly. Optus may also suspend your use of the App without notice.
10. **Your Details:** You are responsible for providing accurate registration information, for keeping your registration information up to date and for notifying Optus in the event of changes.
11. **SIM:** The Optus issued SIM card (including an NFC enabled SIM) that provides you with the capability to use the Facility remains at all times the property of Optus.
12. **Payment Accessory:** The Optus issued Payment Accessory, including sticker, payment band or other Optus issued Payment Accessory which is NFC enabled) that provides you with the capability to use the Facility remain at all times the property of Optus and are not transferrable.
13. **Type of use:** You must not use the App for any unlawful or illegal activity. You will not attempt to, or encourage or assist any other person to, circumvent or modify any security technologies included as part of the App.

If Optus or the Issuer believe or suspect that any of the direct debit transfers initiated on your authority via the App are invalid, fraudulent, unauthorised, or incomplete, you authorise Optus to release the mobile account name and address associated with the Facility to the Issuer. If you are not the Optus account holder for the mobile service associated with the Facility, you authorise Optus to contact the Optus account holder on your behalf, and authorise the Optus account holder to provide Optus and the Issuer all necessary information and assistance to contact you.
14. **Unlawful direct debit:** If Optus or the Issuer believe or suspect that any of the direct debit transfers initiated on your authority via the App are invalid, fraudulent, unauthorised, or incomplete, you authorise Optus to release the mobile account name and address associated with the Facility to the Issuer. If you are not the Optus account holder for the mobile service associated with the Facility, you authorise

Optus to contact the Optus account holder on your behalf, and authorise the Optus account holder to provide Optus and the Issuer all necessary information and assistance to contact you.

15. **Suspension or cancellation and return of SIM or Payment Accessory:** Optus may suspend or cancel the Facility immediately without notice if you use, or attempt to use the Facility for an unlawful purpose or commit, or attempt to commit a fraud in relation to the Facility. In such circumstances, Optus may request that you return the Optus issued SIM card or the Optus issued Payment Accessory to a location advised by Optus within 14 days after receiving such request and you agree to do so, if so requested. If you fail to return the Optus issued SIM card or the Optus Payment Accessory, Optus may take legal proceedings or such other steps (that Optus in its sole discretion considers reasonable) in order to recover the Optus issued SIM card or the Optus issued Payment Accessory from you.
16. **Licence:** Subject to the terms and conditions of this Agreement, Optus grants you a limited, non-transferable, non-exclusive, revocable licence to use the App on your mobile, as permitted under and in accordance with this Agreement. The license granted in this Agreement is granted solely for your non-commercial use of the App. You will not, nor permit others to: (a) attempt to reverse engineer, decompile, disassemble, or extract any element of and/or otherwise discover any source code, algorithms, methods or techniques embodied in the App; (b) modify, transfer, assign, pledge, sublicense, rent, lease, sell, resell, or create derivative works based on the App, including but not limited to any user interfaces; or (c) attempt to install the App on any unauthorised device.
17. **Warranty:** Optus does not represent or warrant that your use of the App, SIM or Payment Accessory will be uninterrupted, timely, secure or error-free. Optus does not represent or warrant that the information accessed on the App is free from computer viruses or other harmful defects. The App, SIM and Payment Accessory may suffer intermittent downtime and is provided "as is" and without warranties of any kind.
18. **Variation:** Optus may, in its sole discretion, vary the terms of this Agreement. Details of recent amendments and the date they were made will be detailed below. You indicate your acceptance of those variations by continuing to use the App after the change.
19. **Liability:** Nothing in these terms and conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act and similar state and territory legislation in Australia, which may

confer rights and remedies on you in relation to the provision by Optus of goods or services ('**Non-excludable Rights**'). Optus does not exclude any Non-excludable Rights but does exclude all other conditions and warranties implied by custom, law or statute.

Except as provided for by the Non-excludable Rights, Optus expressly disclaims all warranties of any kind, including but not limited to implied warranties of merchantability and fitness for a particular purpose.

To the extent permitted by law, Optus or its subsidiaries will not be liable for any indirect, incidental, special and/or consequential damages or loss of profits whatsoever which result from any use or access of, or any inability to use or access, the App or the Facility (including, but not limited to any act or omission on the part of Optus).

To the fullest extent permitted by law, Optus' liability for breach of any statutory guarantee, implied warranty or condition which cannot be excluded is limited, at the option of Optus, to
(a) the supply of the services again, or
(b) the payment of the cost of having Optus Pay services supplied again.

- 20. Privacy:** You acknowledge and agree that you have read the Optus Privacy Policy which is available at www.optus.com/privacy and is incorporated in this Agreement by this reference. This policy provides information about how Optus handles your personal information
- 21. Law:** This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws in force in New South Wales, Australia and the parties submit to the exclusive jurisdiction of the courts of that State and courts entitled to hear appeals from those courts.
- 22. Contact info:** Any questions, complaints or claims in relation to the App should be directed to Optus at **1800 034 904**.
- 23. Inconsistency and other definitions:** To the extent that the terms of this Agreement is inconsistent with the terms of the PDS, the terms of the PDS prevail. Capitalised terms used but not defined in this Agreement have the same meaning as in the PDS.