

frank green Pay

Service and Application Terms & Conditions

Version 1.0

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 **frank green Pay** application (‘App’) and the associated services (including the loading, and facilitating the management of your Facility) and is between you and Pay & Reward Pty Ltd ABN 43 619 304 979 (‘RewardCo’). If you are under 18, you must review this Agreement with your parent or guardian, and RewardCo will accept your use of the App as being confirmation of this review and agreement by your parent or guardian.

- 1. Smart Product:** You agree that you are responsible for the purchase of any frank green SmartCup or SmartBottle (Smart Product) which you associate to your facility. You understand that you can via the App temporarily suspend and permanently disable a specific Smart Product, and you will use these features to ensure that your Smart Product is not used for unauthorised transactions or without your consent. The Smart Product has an expiry date after which the payment service for that Smart Product will cease to be valid, you will need to replace the Smart Product at your cost to continue to use the payment and related services.
- 2. Misplaced or lost Smart Product:** Should you misplace or lose a Smart Product, it is your responsibility to either temporarily suspend or permanently delete the Smart Product from the within the App. If you cannot access the App, you can contact the EML support centre to immediately suspend the Smart Product by phoning: 1300 739 889;
- 3. Provision of Service:** Your ownership or custody of the Smart Product, does not obligate RewardCo to provide the App, warrant the ongoing access and use of the App, or the Issuer to provide, or continue to provide, the Facility.
- 4. Facility:** The frank green Pay facility (‘Facility’) is issued and managed by Heritage Bank Limited ABN 32 087 652 024 AFSL 240984 Australian Credit Licence 240984 (‘Issuer’) and distributed by EML Payment Solutions Limited (EML) ABN 30 131 436 532, AFSL 404131. You should consider the Product Disclosure Statement available at frankgreen.com.au before making a decision in relation to the facility and consider whether the facility is appropriate for you. Your agreement with respect to the Facility is with the Issuer and is governed by the frank green Pay Product Disclosure Statement. RewardCo provides the App which facilitates access to and management of certain features of the Facility. This Agreement should be read in conjunction with the frank green Pay Product Disclosure Statement (‘PDS’). The relationship between RewardCo and EML is documented in the Financial Services Agreement (FSG). The PDS and FSG are available within the App and also from the website frankgreen.com.au
- 5. Fees:** The loading of funds into the Facility using the app will be subject to a fee. The fee is 3% of the load value, and shall be included as an additional amount in the payment transaction, when you are loading funds. For avoidance of doubt a \$50 load will be levied a load fee of \$1.50.
- 6. 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, and of all Smart Products. To be able to use the App, you must successfully install, associate a frank green Smart Product and register your details in the App.
- 7. Communications with You:** You understand that RewardCo will communicate with you about the operation of the App, related services 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.

8. **Your mobile:** You are responsible for obtaining and maintaining an up-to-date operating system, connection to the Internet 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 agreement with your mobile service provider. Subject to your mobile service plan, if you are roaming overseas, data usage may be charged at a higher rate.
9. **Personal Details:** You are responsible for providing accurate registration information, for keeping your registration information up to date and for notifying RewardCo in the event of changes. You can update your personal details through the App, and if not possible, by contacting RewardCo Support Centre on Phone: +61 (0) 3 9690 6877.
10. **Modification:** RewardCo 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.
11. **Support:** You should contact the RewardCo Support Centre on Phone: +61 (0) 3 9690 6877, Email: pay@frankgreen.com.au; in relation to any maintenance or support issues relating to the App. The frank green Pay Product Disclosure Statement sets out what you should do if you have a problem with the Facility.
12. **Security:** When you activate the App, you will need to submit a password which will be used to authenticate your use of the App. Your password should be unique and 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 character or number sequence). It is your obligation to keep your password confidential and not disclose it to anyone else. You should regularly change your password to ensure password confidentiality. Furthermore, you could regularly check your available balance, load and transaction history to ensure there have been no unauthorised transactions. Although RewardCo 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 RewardCo may restrict or stop the use of the App if suspicious activities are identified.
13. **Compatible mobiles:** The App can only operate on compatible late model mobile phones. Even if you are using a late model mobile, RewardCo cannot guarantee that the App will function correctly, as there also other dependencies which can be impacted by the 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. RewardCo may also suspend your use of the App without notice.
14. **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
15. **Unlawful load or financial transaction:** If RewardCo, EML or the Issuer believe or suspect that any of the loads or financial transactions initiated on your authority via the App or using the Smart Product, are invalid, fraudulent, unauthorised, or incomplete, you hereby agree to immediately return these funds to RewardCo or the Issuer at our direction. You further authorise RewardCo to release your personal details, and activities related to the App, and Smart Product associated with the Facility, to the Issuer and third parties to enable the funds to be returned. If you are not the account holder for the mobile service associated with the Facility, you authorise RewardCo to contact the account holder or mobile service provider on your behalf, and authorise the account holder or mobile service provider to provide RewardCo and the Issuer all necessary information and assistance to contact you.
16. **Suspension or cancellation:** RewardCo 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 or RewardCo or another person. In such circumstances, RewardCo may request that you return the Smart Product to a location advised by RewardCo within 7 days after receiving such request and you agree to do so, if so requested. In such a circumstance, and at RewardCo complete discretion, RewardCo may refund you the value of the Smart Product or its equivalent value in other circumstances. If you fail to return the RewardCo Smart Product, RewardCo may take legal proceedings or such other steps (that RewardCo in its sole discretion considers reasonable) in order to recover the Smart Product.

17. **Licence:** Subject to the terms and conditions of this Agreement, RewardCo 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.
18. **Warranty:** RewardCo does not represent or warrant that your use of the App, Smart Product will be uninterrupted, timely, secure or error-free. RewardCo does not represent or warrant that the information accessed on the App is free from computer viruses or other harmful defects. The App and Smart Products may suffer intermittent downtime and is provided “as is” and without warranties of any kind.
19. **Variation:** RewardCo may, in its sole discretion, vary the terms of this Agreement. We will notify you of any change by a message in the App, and/or SMS, and/or email. You indicate your acceptance of those variations by continuing to use the App after the change.
20. **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 RewardCo of goods or services (Non-excludable Rights). RewardCo 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, RewardCo 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, RewardCo 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 RewardCo). To the fullest extent permitted by law, RewardCo’s liability for breach of any statutory guarantee, implied warranty or condition which cannot be excluded is limited, at the option of RewardCo, to (a) the supply of the services again, or (b) the payment of the cost of having frank green Pay services supplied again.
21. **Privacy:** You acknowledge and agree that you have read the RewardCo Privacy Policy which is available at frankgreen.com/au/pay, and is incorporated in this Agreement by this reference. This policy provides information about how RewardCo handles your personal information
22. **Law:** This Agreement and all matters arising out of or relating to this Agreement shall be governed by the laws in force in Victoria, Australia and the parties submit to the exclusive jurisdiction of the courts of that State and courts entitled to hear appeals from those courts.
23. **Contact info:** Any questions, complaints or claims in relation to the App should be directed to Pay and Reward P/L either by phone on +61 (0) 3 9690 6877, or via email to pay@frankgreen.com.au
24. **Inconsistency and other definitions:** To the extent that the terms of this Agreement are inconsistent with the terms of the PDS, the terms of the PDS prevail.