

## **M8HIGHLIGHTS:**

- MoneyLoop allows you to pay for your insurance deductible over 4-8 equal instalments due every 2 weeks.
- You must be over 18 years old and be the authorised holder of an eligible Payment Source to apply (see clause 2.4 for eligibility criteria).
- All orders are subject to MoneyLoop's approval – for example, if you have any overdue payments, MoneyLoop will not be available to you. For more information on assessment and checks, see clause 6.2
- As part of our approval process, we may conduct a pre-authorisation on your nominated card, up to an amount of your first instalment - see clause 6.2(f)
- You can make repayments to MoneyLoop any time BEFORE the due date. Otherwise, MoneyLoop will automatically try process payments on the scheduled dates from your Nominated Payment Source. If a payment is not processed on or before the due date, late fees will apply – initial \$25 late fee, and a further \$15 if the payment remains unpaid 7 days after the due date capped at 25%, or \$200 whichever is the lesser amount.
- If you won't be able to pay us on time, please contact us as soon as possible, using [contact@moneyloop.com.au](mailto:contact@moneyloop.com.au), or on 1300849284
- The delivery/quality of goods and all refunds is the responsibility of the Service Provider where you make the purchase.

## **IMPORTANT INFORMATION REGARDING PRE-AUTHORISATIONS:**

As part of our approval process and our assessment as to whether or not you have the capability to fulfil your obligation to make future payments to MoneyLoop according to the Payment Schedule, we reserve the right to conduct a pre-authorisation of your Nominated Payment Source. This may involve placing funds in the account linked to your Nominated Payment Source on hold each time you make an online purchase or add a new payment method to your MoneyLoop Account. For in-person, No funds are received by MoneyLoop during this process. We cannot guarantee the time it takes for your bank to process this action by us and make your funds available.

PLEASE NOTE: In most circumstances, relevant banks will void a pre-authorisation transaction within a few hours of the pre-authorisation transaction being conducted by MoneyLoop. However, in some observed instances, banks have taken up to fourteen (14) days to finalise this process. Unfortunately, we do not have any control or influence over the timing of your bank's ability to finalise this process and MoneyLoop makes no representations on this subject matter.

Please read this Agreement carefully. By clicking to accept these terms and using MoneyLoop's Products, you agree to be bound by (i) this Agreement; and (ii) MoneyLoop's Privacy Policy which can be found at <https://www.MoneyLoop.com.au/privacy/>. The headings contained in this document are for reference purposes only. You should print a copy of this Agreement and MoneyLoop's Privacy Policy for your records.

### **1. Welcome to our Website**

We set out below the terms and conditions of your use of, and access to, our Products. Please read these terms and conditions carefully, as they impose rules, obligations and other responsibilities on you in respect of your use of the Products.

#### **1.1 Parties to this Agreement**

This Agreement is a contract between you ('you' or 'your') and m8srates holdings Pty Ltd ACN 624 104 543 ('MoneyLoop', 'we', 'us', 'our'). It sets out the terms and conditions that apply to your use of our Products. You agree that your acceptance of these terms and conditions, and ongoing use of our Products, shall constitute your acceptance of this Agreement.

If you do not want to be bound by this Agreement, you must not make a purchase using MoneyLoop Products.

## 1.2 Policies incorporated into this Agreement

Before you create an account with us or use any of our Products, you should read this Agreement, as well as MoneyLoop's Privacy Policy and any other policy found on the Website, which are incorporated into this Agreement by reference.

We recommend that you store or print a copy of this Agreement (including all policies) for your records. To the extent of any inconsistency between this Agreement and any incorporated policy, the incorporated policy will prevail.

## 1.3 Changes to this Agreement

(a) MoneyLoop may amend this Agreement at any time for any reason including, for example, if we change the functionality of our Products, introduce new products, or as required by law. We will post the amended Agreement on our Website. Please read this Agreement carefully each time you agree to its terms when placing an Order. If you do not agree with the changes, do not place any further Orders using the MoneyLoop Products.

(b) We will not change any terms and conditions for an existing Order that has been accepted by us; the terms and conditions that will apply to an accepted Order are the terms and conditions that applied at the time you made the Order.

## **2. Our relationship**

### 2.1 About us

(a) Our Products allow you to buy goods or services offered by online merchants with whom MoneyLoop partners ("Service Providers").

(b) By placing an Order with a Service Provider by using our Products, you provide us with unconditional and irrevocable consent and direction to pay the Service Provider on your behalf in exchange for your agreement and obligation to repay or pay to us, as principal debtor, in accordance with this Agreement the agreed amounts and on the dates outlined in your Payment Schedule, plus any additional applicable Fees, including Late Fees if you miss a repayment to us on or before the scheduled date, as set out in clause 4.

(c) You acknowledge that we do not have any control over, and are not responsible or liable for, the products or services purchased from Service Providers paid for with our Products. We cannot ensure that a Service Provider you are dealing with will complete the transaction.

(d) MoneyLoop does not:

- (i) Enter into a partnership, joint venture, agency or employment relationship with you;
- (ii) Guarantee the identity of any Service Provider;
- (iii) Determine if you are liable for any taxes; or
- (iv) Collect or pay any taxes on your behalf that may arise from your use of our Products.

### 2.2 Your Consumer Rights

As a consumer, you have certain rights under consumer protection legislation (Consumer Rights). These Consumer Rights include:

- (i) statutory guarantees under the Australian Consumer Law that goods will be of acceptable quality, match their description and be fit for any purpose made known to the supplier, and that services supplied will be provided with due care and skill and be reasonably fit for any specified purpose. When a statutory guarantee is breached, consumers are entitled to a range of remedies including, in some cases, damages for reasonably foreseeable losses; and
- (ii) non-excludable implied warranties that financial services will be provided with due care and

skill and that the services and any materials supplied in connection with them will be fit for any specified purpose.

Nothing in this Agreement is intended to exclude, restrict or modify any of your Consumer Rights, including by limiting our liability or imposing liability on you in a manner which would be considered unfair under the relevant consumer protection laws.

### 2.3 No warranty

(a) We do not give any express warranty or guarantee as to the suitability, reliability or availability of our Products, or of the content on our Website.

(b) Subject to your Consumer Rights set out in clause 2.2, we do not give any implied warranties or guarantees.

(c) Except as required by law, we do not guarantee continuous, uninterrupted or secure access to our Products, and we make no representations or warranties regarding the amount of time needed to complete processing of payment transactions.

### 2.4 Your eligibility

(a) To be eligible to use our Products you must:

- (i) be an individual who is at least 18 years old;
- (ii) be capable of entering into a legally binding contract;
- (iii) have a valid and verifiable email address and mobile telephone number;
- (iv) provide a valid delivery address in Australia; and
- (v) have access to a Payment Method, for example by being the holder of a Card., or Bank account in your name.

(b) By entering into this agreement, you represent and warrant that you are eligible to use our Products.

### 2.5 Transfers or assignments

(a) You cannot transfer or assign any rights you may have under this Agreement without our prior written consent, which must not be unreasonably withheld.

(b) We may transfer or assign this Agreement, and any right under this Agreement, to a third party without notice to you or your consent unless the assignment will detrimentally affect your rights under the Agreement (in which case we will seek your consent prior to assignment, which consent must not be unreasonably withheld). You agree that we may appoint third party collections agencies to collect any amounts owing to us under this Agreement without your consent. For the avoidance of doubt, you acknowledge that no assignment by us to another person of any amount you owe to us will require your consent or notice to you.

## **3. Your MoneyLoop Account**

### 3.1 Creating your MoneyLoop Account

(a) We will create your MoneyLoop Account when you place your first Order with any of our Service Providers.

(b) Once your MoneyLoop Account is created, you will be prompted to choose and enter a secure password. You may subsequently access your MoneyLoop Account, using your secure password, through our Website.

(c) You are responsible for maintaining the security of your MoneyLoop Account details. We will not take responsibility for unauthorised access and use of your MoneyLoop Account unless we have failed to take reasonable steps to prevent such unauthorised access or use.

(d) You acknowledge and agree that if a person places an Order with a Service Provider by using your MoneyLoop Account (whether with or without your authorisation), that person will be deemed to be you for the purposes of this Agreement and that will not (subject to clause 3.1(c)) affect your obligations under this Agreement, regardless of whether:

- (i) we are or at any time become aware of that or the use of your MoneyLoop Account not being authorised by you;
- (ii) there is a dispute, breach, defect or other issue in relation to the Order, the products or services subject to the Order or the associated sales contract or any other agreement between that person and the Service Provider; or
- (iii) any rights or claims that we or the Service Provider may have against that person.

### 3.2 Your obligations to us as a holder of an MoneyLoop Account

By holding an MoneyLoop Account with us, you agree that you must:

- (a) Pay any applicable Fees associated with your use of our Products and your MoneyLoop Account;
- (b) Not provide us with any information that is false, inaccurate or misleading;
- (c) Ensure any information about you, including your contact details, is true, current and complete. If your information changes, you must update it through your MoneyLoop Account via our Website;
- (d) Provide to us in a timely manner all documentation relating to your identity, if requested by us;
- (e) Not use your MoneyLoop Account or our Products for any unlawful, fraudulent or improper activity;
- (f) Cooperate fully with us to investigate any suspected unlawful, fraudulent or improper activity on your MoneyLoop Account;
- (g) Be aware of and pay any taxes that may apply to your use of our Products;
- (h) Not permit others to use your MoneyLoop Account, or allow anyone else to have or use your account password details;
- (i) Not use any technology (device, software or hardware) to damage, intercept or interfere with our Products;
- (j) Immediately contact us if you believe that your MoneyLoop Account may be subject to an unauthorised transaction, account takeover or other type of fraudulent activity or security breach;
- (k) Not create liability for us or cause us to lose (in whole or in part) the services of our Service Providers; and
- (l) Authorise us to disclose Card-related profile and purchase behaviour information to third parties (including, without limitation, Visa and MasterCard) for the purpose of eliminating fraud and illicit behaviour.
- (m) Not open or use more than one MoneyLoop Account.

### 3.3 Closing your MoneyLoop Account

(a) You may request to close your MoneyLoop Account by contacting us directly. You may only request to close your MoneyLoop Account if:

- (i) all amounts owing to us by you (including any Late Payment Fees) have been paid in full to us; and
  - (ii) no disputes or refunds are in progress.
- (b) You may not close your MoneyLoop Account to evade investigations of any nature.

(c) We may close your MoneyLoop Account for any reason, upon giving you at least 90 days' notice. This Agreement will continue to apply to any Orders accepted prior to such closure until all amounts owing are received in full (including any Late Payment Fees).

(d) Except as otherwise stated, this Agreement will be terminated once your MoneyLoop Account is closed. However, you will remain liable for all outstanding obligations related to the MoneyLoop Account even after it has been closed.

(e) We may immediately limit your access to our Products or suspend or close your MoneyLoop Account where we have reasonable cause to do so including, without limitation, where:

(i) we reasonably consider it necessary to do so in order to:

(A) protect the integrity of our systems or the Products;

(B) prevent fraud;

(C) limit the risk of money laundering or terrorism financing; or

(D) otherwise protect us against legal, regulatory or non-payment risk;

(ii) you do not pass our verifications or checks, including our pre-authorisation check described in clause 6.2(d); or

(iii) we reasonably suspect, or are aware, that you have breached this Agreement in a material respect (including by failing to make any payment due under this Agreement on the payment due date).

(f) We will use our best efforts to provide written notice to you before closing your MoneyLoop Account, in the circumstances described in clause 3.3(e) above, except where doing so may compromise any investigation related to your breach of this Agreement or unlawful or improper conduct. Where we close your MoneyLoop Account in accordance with clause 3.3(e), this Agreement will be terminated, and all amounts owed by you to us will immediately become payable to MoneyLoop.

(g) Despite clause 5(f), where your MoneyLoop Account has been closed for any reason, our respective obligations in relation to product returns in clause 5 will only continue until:

(i) all amounts you owe to us have been paid to us; or

(ii) the date which is 120 days after your last Order whichever is sooner. After that time, the Service Provider will be solely responsible for processing all product returns and associated refunds.

## **4. Orders, payments and billing**

### **4.1 Order Confirmation and Payment Schedule**

(a) All Orders which you place with MoneyLoop are subject to approval by MoneyLoop, in our reasonable discretion. We may choose not to approve an Order or provide a Product to you, or may cancel an approved Order before the goods or services are delivered or supplied, if:

(i) we reasonably consider this necessary in order to:

(A) protect the integrity of our systems or the Products;

(B) prevent fraud;

(C) limit the risk of money laundering or terrorism financing; or

(D) otherwise protect us against legal, regulatory or non-payment risk;

(ii) you do not pass our verifications or checks, including those described in clause 6;

(iii) we reasonably suspect, or are aware, that you have breached this Agreement in a material respect (including by failing to make any payment due under this Agreement on the payment due date); or

(iv) we otherwise reasonably consider the Order to be suspicious.

(b) If we cancel an approved Order:(i) we will apply a full refund of any amounts you have paid to us to your Nominated Payment Source or (if that is not possible) to any other payment source that you have provided us details of, and will cancel any future payments related to that Order. In the event the approved Order is cancelled because a chargeback has been incurred by MoneyLoop in relation to a payment for the approved Order, that payment will not be refunded by MoneyLoop. Any return of funds in that event will be as between you and your issuing bank. The

Service Provider will not be obliged to deliver the goods (or provide the services) the subject of the Order, unless required to do so by law;

(ii) you will have no obligation to make any further payments to us, or any other ongoing relationship with us, with respect to that Order; and

(iii) if you wish to proceed with the purchase from the Service Provider, the Service Provider may accept an alternative payment method in its discretion, or if required to do so by law.

(c) Once we approve your Order, you will receive an email from us with confirmation of receipt of your Order and a Payment Schedule.

(d) You agree to ensure that payment(s) are made in accordance with the Payment Schedule.

You may make early payments through your MoneyLoop Account, otherwise MoneyLoop will automatically process payments in accordance with the due dates stated on the Payment Schedule. You authorise MoneyLoop to process such payments using the Payment Method details provided by you. If an Automatic Payment fails on any of the dates specified in your Payment Schedule, MoneyLoop reserves the right to re-attempt to process the payment at a later time or date.

#### 4.2 Automatic Payments

(a) An 'Automatic Payment' is a payment, through the Payment Method you have chosen, that we will automatically charge directly to your nominated Nominated Payment Source on a one-time or regular basis in agreed upon amounts as outlined in your Payment Schedule. You will have the option to select a preferred Payment Method and Nominated Payment Source when your MoneyLoop Account is being created. You can update or change your preferred Nominated Payment Source or Payment Method at any time via your MoneyLoop Account.

(b) Subject to the other terms of this Agreement, You hereby expressly consent to, authorise and instruct MoneyLoop to deduct Automatic Payment amounts from your Nominated Payment Source for the amounts and on those scheduled dates set out in your Payment Schedule. You acknowledge that you are giving us the ability to collect or reverse variable payment amounts from or to your Nominated Payment Source, in accordance with your Payment Schedule and the terms of this Agreement.

(c) You are responsible for ensuring that you have sufficient funds in your Nominated Payment Source available to make Automatic Payments on the dates specified in your Payment Schedule. You are liable for any fees or charges imposed by your Nominated Payment Source, except to the extent that such fees or charges arise as a result of our error or system failure. If any fees or charges are imposed as a result of our error or system failure, please provide us with a copy of the relevant records, and we will reimburse you for the relevant fees or charges.

(d) If an Automatic Payment fails (for example, if your Nominated Payment Source is a credit or debit card which has expired), Late Payment Fees may apply unless you otherwise make the scheduled payment on or before the relevant due date. You authorise us to satisfy any monetary liability you owe us by:

(i) Debiting your Nominated Payment Source at a later time or date;

(ii) Debiting any other Nominated Payment Source which you have provided details of;

(iii) Offsetting the payment amount against any amounts we may owe to you; or

(iv) Any other legal means.

Please see clause 4.3 below for more information regarding Late Payment Fees.

#### 4.3 Late Payments

(a) If you fail to pay any amounts according to the Payment Schedule, Late Payment Fees will apply on each payment that is due but not received. For the avoidance of doubt, Late Payment Fees will not be applied until the day immediately following the day that the payment is due.

(b) We may, at our sole discretion, reasonably delay the application of, or waive wholly or partly, any Late Payment Fee. If Late Payment Fees are or may be incurred as a result of MoneyLoop's error, please let us know, and we will waive or refund such fees, as relevant.

#### 4.4 Fees

(a) Charges or Fees, if any, payable by you for the use of our Products or your MoneyLoop Account will be set out in Schedule 1 to this Agreement.

#### 4.5 Interest

(a) No interest charges are payable by you for the use of our Products.

#### 4.6 No set off

Notwithstanding any other provisions of this Agreement, you must make all payments in accordance with the Payment Schedule and pay all other amounts in full to us under this Agreement without any set-off, withholding or reduction for any reason whatsoever, including any existing or future act, omission or default by us.

### 5. Refunds

(a) If you decide to return goods to a Service Provider, which have been purchased using our Products, and request a refund, or a return and refund are otherwise accepted by the Service Provider or permitted by law, you will directly arrange the return with the Service Provider, ensuring that the goods are returned according to the Service Provider's returns policy or other instructions or your rights at law.

(b) It is your responsibility to notify the Service Provider if you intend to return any goods. The return must be completed within the period specified and in the manner required by the Service Provider's returns policy or as otherwise permitted by the Service Provider.

(c) Unless we are notified by a Service Provider that a return and refund is in progress, we will continue to process any Automatic Payments in accordance with the dates set out in your Payment Schedule.

(d) Until such time that the Service Provider has confirmed the return of the goods and has issued a refund to us for those goods, you will remain liable to us for the full payment of the goods, in accordance with your Payment Schedule.

(e) Once the Service Provider has issued a refund to us for the goods, we will issue a refund to your Nominated Payment Source (or, if that is not possible, to any other Payment Source that you have provided details of) and/or adjust your Payment Schedule appropriately (including to reduce or cancel any future payments, if necessary). Please note, in the event of partial refunds, refund amounts are taken off the last payment/s first.

For example, if you make a \$400 purchase using MoneyLoop and the Service Provider approves a \$250 refund, we will cancel your 3rd and 4th instalments of \$100, and amend your 2nd instalment to \$50. Your new payment schedule will become 2 payments (instead of 4) of \$100 & \$50. If you had already paid 2 instalments of \$100 each, a refund of \$50 would be applied to your nominated payment source, and the remaining 2 instalments would be cancelled.

(f) Where you wish to return a product 120 days or more after the purchase date, we will no longer have any involvement in the product return process (i.e. the Service Provider will provide any agreed refund directly to you).

### 6. Assessment and checks

#### 6.1 Assessment

(a) We reserve the right to assess, and determine whether to accept or cancel, each Order in accordance with clause 4.1.

## 6.2 Repayment capability and identity checks

(a) We reserve the right to verify your identity, including if required under the Anti-Money Laundering and Counter-Terrorism Financing Act.

(b) You agree to provide any information or documentation reasonably requested by MoneyLoop or a Service Provider to verify your identity in connection with your MoneyLoop Account or Orders.

(c) You authorise us to make, directly or through third parties, any enquiries we consider necessary to verify your identity and assess your capability to make payments according to the Payment Schedule in relation to all MoneyLoop Orders. This may include ordering a credit report, performing other repayment capability checks and verifying information you provide against third party databases.

(d) All information that MoneyLoop collects about you, including information collected in connection with the verification of your identity, will be collected, used and stored in accordance with the MoneyLoop Privacy Policy (<https://www.MoneyLoop.com.au/privacy/>).

(e) You authorise MoneyLoop (or any third parties providing services on behalf of MoneyLoop) to disclose to third parties, to the extent required by any applicable laws or regulations, any information in relation to you or your MoneyLoop Account. In addition, you acknowledge that MoneyLoop reserves the right to report any negative activity on your MoneyLoop Account (including late payments, missed payments, defaults or chargebacks) to credit reporting agencies.

(f) As part of our approval process and our assessment as to whether or not you have the means to fulfil your obligation to make future payments to MoneyLoop according to the Payment Schedule, we reserve the right to conduct a pre-authorisation of your Nominated Payment Source. This may involve placing funds in the account linked to your Nominated Payment Source on hold each time you make an online purchase, obtain a barcode for an in-store purchase or add a new Payment Source to your MoneyLoop Account.

### For online purchases:

(i) the pre-authorisation amount will not exceed your first instalment (plus one cent) owed to us for that purchase; and

(ii) we immediately instruct your bank to void this pre-authorisation transaction.

### For in-store purchases:

(iii) the pre-authorisation amount will not exceed 25% of the value of the barcode (plus one cent); and

(iv) where a barcode is obtained but a purchase does not eventuate, we instruct the bank to void the pre-authorisation transaction upon expiry or cancellation of the barcode.

No funds are received by MoneyLoop during the pre-authorisation process.

(g) We cannot guarantee the time it takes for your bank to process both the pre-authorisation transaction and our voiding of that transaction.

## **7. Our Intellectual Property**

(a) Our Website and all content on our Website are the exclusive property of MoneyLoop. The information on our Website is for information purposes only and is subject to change without notice.

(b) You must not copy, imitate, modify, alter, amend or use without our prior written consent any URLs representing our Website, or any of our content, logos, graphics, icons or other content published on our Website or in our printed media.



## 8. Complaints and disputes

### 8.1 Disputes between you and a Service Provider

(a) If you have a dispute with a Service Provider, you should file a dispute through direct contact with the Service Provider.

(b) Whilst MoneyLoop will endeavour to facilitate communication between you and the Service Provider to enable a resolution to all disputes, the outcome of your disputes with Service Providers will not affect MoneyLoop's rights and remedies under this Agreement or your obligation to meet any payments due to us, except as expressly provided in clause 5.

### 8.2 Disputes between you and us

(a) We aim to:

(i) Acknowledge receipt of all complaints within 5 business days; and

(ii) Resolve all complaints within 45 business days.

(b) If you wish to raise a dispute or submit a complaint to us, you should do so by contacting us using the details listed below. Disputes should be raised with us as soon as possible.

Email: [contact@moneyloop.com.au](mailto:contact@moneyloop.com.au)

Phone: 1300849284

Mail: Level 5, 11 York Street, Sydney, 2000

(c) We may request additional documentation from you to assist us in resolving any complaints or disputes, and you must provide all reasonable assistance to us to facilitate us in resolving any complaints or disputes.

(d) Where we cannot resolve a dispute within 45 business days, we will notify you of the reason for the delay as well as an indication of when we expect to resolve the complaint or dispute.

## 9. Notices and Communications

### 9.1 How we will communicate with you

(a) This Agreement and any other agreements, notices or other communications regarding your MoneyLoop Account and/or your use of our Products may be provided to you electronically.

(b) You agree to receive all communications from us in electronic form. Communications will be posted on our Website (where permitted under this Agreement) and/or sent to your email address.

(c) Alternatively, we may choose to give notice to you by:

(i) serving it personally at, or sending it by post to, your nominated contact address listed on your MoneyLoop Account; or

(ii) sending it to you via other electronic methods of communication using contact details listed on your MoneyLoop Account (including text messages).

(d) Where a notice is served personally, service of the notice is taken to be effected when delivered. Where a notice is sent by post, service of the notice is taken to be effected on the fourth day after the date of postage. Where a notice is sent by electronic mail, or through other electronic means, service of the notice is taken to be effected on the day after the day on which it is sent, unless we receive notification that delivery has failed.

(e) You consent to us using the contact details you have provided to us to:

(i) contact you on an ongoing basis for marketing purposes whether by email, SMS, phone or otherwise (unless you have notified us that you do not wish to receive such communication; and/or

(ii) contact you in relation to your MoneyLoop Account and/or our Products.

(f) You acknowledge that we (or any third party providing services on behalf of us) may monitor or record telephone conversations or electronic communication for quality control and training

purposes or for MoneyLoop's own protection. MoneyLoop does not provide any guarantee that any such monitoring or recording will be retained or retrievable.

#### 9.2 How you can communicate with us

(a) Notices Except as explicitly stated otherwise, any notices to us should be given by mail to:

Level 5, 11 York Street, Sydney, 2000

(b) Other communications

If you wish to contact us for any other reason, you can do so on the details below:

Email: [contact@moneyloop.com.au](mailto:contact@moneyloop.com.au)

Phone: 1300849284

Mail: Level 5, 11 York Street, Sydney, 2000

### **10. General**

#### 10.1 System Outages

(a) Access to our Products or our Websites may occasionally be unavailable or limited due to hardware or software failure or defects, overloading of system capacity, damage from natural events or disasters or disruptive human activity, interruption of power systems, labour shortages or stoppages, legal or regulatory restrictions as well as other causes outside of our control.

(b) To the extent permitted by law, and subject to clause 2.2, MoneyLoop will not be liable for any loss or damage which you may incur as a result of our Products or our Website being unavailable.

#### 10.2 Governing Law and Jurisdiction

(a) This Agreement is governed by the law in force in New South Wales, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, Australia.

#### 10.3 Limitation of Liability

(a) To the full extent permitted by law, and subject to clause 2.2:

(i) MoneyLoop's liability for all claims arising under or related in any way to this Agreement no matter how arising, and whether in contract, tort (including negligence), or otherwise, will not exceed:(A) \$500; or, if that limit is found to be unenforceable,

(B) \$1,000; or, if that limit is found to be unenforceable,

(C) the total value of any affected Order(s); and

(ii) MoneyLoop and its related bodies corporate, or any third party providing services on behalf of MoneyLoop, will not be liable to you for any Consequential Loss arising under or related in any way to this Agreement no matter how arising and whether in contract, tort (including negligence) or otherwise.

(b) MoneyLoop and its related bodies corporate, or any third party providing services on behalf of MoneyLoop, and the directors, employees, officers, agents and representatives of them, will not, to the extent permitted by law and subject to clause 2.2, be liable for any loss or damage (including any direct, indirect or Consequential Loss or damage) you or any third party may incur from your purchase or use of any goods or services from a Service Provider, except to the extent that we cause such loss or damage (in which case, our liability to you is limited as set out in clause 10.3(a) above). You acknowledge that any consumer-related claims you may have in respect of the goods or services purchased from a Service Provider will be a matter between you and the Service Provider, subject to any obligation on us to process refunds and cancel future payments in accordance with this Agreement and our agreement with the Service Provider.

(c) To the extent permitted by law, a party's liability to the other party under or in connection with this Agreement is reduced to the extent, if any, to which the other party's acts or omissions cause or contribute to its own loss or damage.

(d) The parties will take all reasonable steps to mitigate any loss incurred by them under this Agreement.

#### 10.4 Indemnification

(a) You are responsible to each Indemnified Party for any loss, costs (including reasonable legal fees), expense or damage the Indemnified Party suffers or incurs: (i) in connection with any claim or demand made by any third party due to or arising out of your breach of this Agreement, or your breach of any law or of the rights of a third party relating to your use of our Products or Website; and (ii) as a direct or indirect consequence of unauthorised users accessing your account as a result of your negligence. To the extent that clause 10.4(a) gives a non-party rights, MoneyLoop contracts as trustee of the rights given under that clause.

(b) Your liability under clause 10.4(a) will be reduced proportionately to the extent that MoneyLoop:(i) caused or contributed to the relevant claim, demand, loss or damage; or (ii) failed to take reasonable steps to mitigate the relevant claim, demand, loss or damage.

### **DEFINITIONS**

MoneyLoop, we, us or our means MoneyLoop Pty Ltd ACN 624 104 543.

MoneyLoop Account means an account that MoneyLoop creates to uniquely identify you and to enable you to use our Products.

Agreement means this agreement and its schedule, together with any policies and documents incorporated by reference.

Payment Source means any card issued by Visa or MasterCard, excluding Gift Cards and other pre-paid cards, or bank account details which you have provided.

Consequential Loss means any loss, damage or costs incurred by you that is indirect or consequential, as well as loss of revenue; loss of income; loss of business; loss of profits; loss of production; loss of or damage to goodwill or credit; loss of business reputation, future reputation or publicity; loss of use; loss of interest; losses arising from claims by third parties; loss of or damage to credit rating; loss of anticipated savings and/or loss or denial of opportunity.

Consumer Rights has the meaning given in clause 2.2.

Fees means any fees charged by us, as described in this Agreement, including Late Payment Fees.

Gift Card means a stored value or prepaid card which, when activated:

- (a) can be used to purchase services or merchandise from suppliers;
- (b) may not be redeemable for cash;
- (c) may be capable of being used on multiple occasions;
- (d) is marketed solely as a gift card;
- (e) is not a component of another financial product; and
- (f) prominently displays or permits the prominent display on the card or mechanism either:(i) the expiration date; or (ii) the number of months following purchase that such card or mechanism expires (along with room to write the purchase date on such card or mechanism).

For the avoidance of doubt, Gift Card includes both open loop and closed loop pre-paid cards.

Indemnified Party means each of MoneyLoop, its related companies, any third party providing services on behalf of MoneyLoop, and its and their directors, employees, officers, agents and representatives.

Late Payment Fees mean the fees set out in Schedule 1.

Nominated Payment Source has the meaning given in clause 4.2(a).

Order means a request submitted by you to us, to use an MoneyLoop Product to pay for goods or services offered by a Service Provider.

Payment Method means any payment method accepted by MoneyLoop from time to time.

Payment Schedule means, in relation to an Order, a list of payment amounts that MoneyLoop is entitled to receive from you, and the relevant due dates of each payment.

Products mean the payment products and associated services offered by MoneyLoop from time to time.

Service Provider means an online merchant with which MoneyLoop has a merchant agreement and whose goods or services may be purchased by you using our Products.

Website means [www.MoneyLoop.com](http://www.MoneyLoop.com), [www.MoneyLoop.com.au](http://www.MoneyLoop.com.au), [www.secure-MoneyLoop.com.au](http://www.secure-MoneyLoop.com.au) and any other website operated by MoneyLoop.

## **SCHEDULE 1**

Late Payment Fee: \$25 Late Payment Fee if a payment is due from you but not received by MoneyLoop in accordance with the Payment Schedule, with a further \$15 Late Payment Fee added seven days after the payment is due if the payment is still unpaid.

Other fees or charges: Nil