



# Payc Payments Processor Terms of Service

Welcome to the Payc Website and App.

## Terms and Conditions

1. 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 **PAYC Pty Ltd ABN 80 674 533 754** ('PAYC', '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 PAYC Product.

### 1.2. Policies incorporated into this Agreement

You should read this Agreement, as well as the PAYC Privacy Policy and any other policy found on the Website, which are incorporated into this Agreement by reference.

### 1.3. Changes to this Agreement

PAYC may amend this Agreement at any time for any reason including, for example, if we change the functionality of our Product, introduce new products, or as required by law. We will post the amended Agreement on our Website. If you do not agree with the changes, you may close your PAYC Account in accordance with clause 3.3.

## 2. Our relationship

### 2.1. About us

- (a) Our Product allows you to
  - (i) onboard and create your PAYC account
  - (ii) match with relevant jobs/employers/shifts
  - (ii) elect a payment method and create your PAYC Card.
  - (iii) buy goods and services using a tokenised prepaid Mastercard; and
  - (iv) transfer funds to a nominated Australian bank account

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

(c) You acknowledge that we act as agent for Third Party Suppliers when we process Orders for Third Party Goods and Services through our Website and App. Delivery, fulfilment and customer support for the Third Party Goods and Services will be provided by the Third Party Supplier. You agree to be bound by the terms and conditions of the Third Party Supplier identified to you at the time of purchase. Please review all applicable Third Party Supplier terms and conditions prior to placing your Order for any Third Party Goods.

### 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 consumer, 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 Third Party Goods and Services, or of the content on our Website and App.

(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 Orders or payment transactions.

#### 2.4. Your eligibility

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

(i) be an individual who is at least 16 years old;

(iii) have a valid and verifiable email address and Australian mobile telephone number;

(iv) provide a valid delivery address in Australia;

(v) in connection with your use of your PAYC Account and our Products, use your real name and true and correct personal details and not use an alias or false identity (even with the consent of the person whose identity you are using) or provide false, inaccurate or misleading personal details or seek to establish a fake, untraceable or unverifiable PAYC Account.

(vi) To be eligible to transfer funds to your bank account you will need to enrol in this feature and provide us with additional personal information which we will be used to facilitate withdrawals from your PAYC Account to your nominated Australian Bank Account.

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

### 3. Your PAYC Account

#### 3.1. Creating your PAYC Account

(a) We will create your PAYC (and your Card) when you sign up to use the service and/or elect the PAYC Card payment method.

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

(c) You are responsible for maintaining the security of your PAYC Account details. We will not take responsibility for unauthorised access and use of your PAYC 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 by using your PAYC 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) 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, a Merchant or a Third Party Supplier; or
- (ii) any rights or claims that we, a Merchant or a Third Party Supplier may have against that person, except to the extent any use of your PAYC Account by such a person is due to our negligence, wilful misconduct or breach of this Agreement.

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

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

- (a) Pay any applicable Fees associated with your use of our Products and your PAYC Account;
- (b) Not provide us with any information that is false, inaccurate or misleading (including, without limitation, in relation to your identity or personal details or by using an alias or false identity, even with the consent of the person whose identity you are using or seek to establish a fake, untraceable or unverifiable PAYC Account);
- (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 PAYC Account via our Website or App;
- (d) Not use your PAYC Account, our Products or Third Party Goods and Services for any unlawful, fraudulent or improper activity, including for any experimental, testing or research purposes or otherwise in a manner for which they have not been designed;
- (e) Cooperate fully with us to investigate any suspected unlawful, fraudulent or improper activity on your PAYC Account;
- (f) Be aware of and pay any taxes that may apply to your use of our Products;
- (g) Not permit others to use your PAYC Account, or allow anyone else to have or use your account password details;
- (h) Not use any technology (device, software or hardware) to damage, intercept or interfere with our Products or Websites;
- (i) Immediately contact us if you believe that your PAYC Account may be subject to an unauthorised transaction, account takeover or other type of fraudulent activity or security breach;
- (j) Not create liability for us or cause us to lose (in whole or in part) the services of our Merchants or Third Party Suppliers;

(k) 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; and

(l) Not open or use more than one PAYC Account.

### 3.3. Closing your PAYC Account

(a) You may request to close your PAYC Account by contacting us directly.

(b) You may not close your PAYC Account to evade investigations of any nature.

(c) We may close your PAYC Account for any reason, within our reasonable discretion.

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

(e) We may immediately limit your access to our Products or suspend or close your PAYC 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) we reasonably suspect, or are aware, that you have breached this Agreement in a material respect (including by providing us with false, inaccurate or misleading information or using your PAYC Account or our Products in breach of this Agreement); or

(iii) we otherwise reasonably consider the activity associated with the PAYC Account to be suspicious.

(f) We will use our best efforts to provide written notice to you before closing your PAYC 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 PAYC Account in accordance with clause 3.3(e), this Agreement will be terminated.

## 4. Billing

### 4.1. Fees

Any Charges or Fees payable by you to use our Products are set out in our Product Disclosure Statement

### 4.2. Interest

No interest charges are payable by you to use our Products.

## 5. Our Intellectual Property

(a) Our Website and App and all content on our Website and App are the exclusive property of PAYC. The information on our Website and App 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 App or in our printed media.

## 6. Complaints and disputes

(a) We aim to:

- (i) Acknowledge receipt of all complaints within 5 business days; and
- (ii) Resolve all complaints within 28 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: [info@getpayc.com.au](mailto:info@getpayc.com.au)

(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 28 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.

(e) If you are not satisfied with the outcome of your complaint after it has been through our internal disputes process above, you can contact the Australian Financial Complaints Authority (AFCA) using the contact details listed below.

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

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

Phone: 1800 931 678 (free call)

In writing to: Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001

(f) Where your Card is used for Unauthorised Transactions, we will seek to reverse the transaction if we can under the Mastercard Scheme Rules (see clause 36 regarding chargebacks). Your ability to dispute a transaction or reverse an Unauthorised Transaction may be lost if you do not notify us immediately. It is your responsibility to regularly review your online transaction history to identify Unauthorised Transactions.

## 7. Notices and Communications

### 7.1. How we will communicate with you

(a) This Agreement and any other agreements, notices or other communications regarding your PAYC 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 PAYC Account; or

(ii) sending it to you via other electronic methods of communication using contact details listed on your PAYC 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 PAYC Account, our Products and/or any Third Party Goods you have purchased.

(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 PAYC's own protection. PAYC does not provide any guarantee that any such monitoring or recording will be retained or retrievable.

## 7.2. How you can communicate with us

Except as explicitly stated otherwise, any notices to us should be given by email to:

Email: [info@getpayc.com.au](mailto:info@getpayc.com.au)

## 8. 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, PAYC will not be liable for any loss or damage which you may incur as a result of our Products or our Website and App being unavailable.

## 9. Indemnification

(a) You are responsible to PAYC and any related companies of PAYC to the extent they are involved in the provision of the Products for any loss, costs (including reasonable legal fees), expense or damage they suffered or incurred:

(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.

(b) Your liability under clause 13(a) will be reduced proportionately to the extent that PAYC, its contractors or agents:

(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.



## 10. Breach relating to misuse of the Products

(a) You acknowledge that it is imperative that PAYC be able to rely on:

(i) the information you provide to us;

(ii) the identity that you use; and

(iii) that your use of your PAYC Account and our Products be for the intended purpose.

(b) If PAYC reasonably considers that you have breached an obligation under this Agreement in relation to your identity, the information you provide to us and/or your use of your PAYC Account and our Products, you agree, on request from PAYC, to provide PAYC with copies of all documents, notes or communications in relation to such alleged breach.

(c) This clause survives termination of this Agreement.

## 11. Third-Party Links And Offers

(a) All third party products and/or services including names, services, company names and logos mentioned on the Website or the App are trademarks of their respective owners, which are in no way associated or affiliated with us. These trademarks, services, processes or other information, by trade name, trademark, service provider, supplier or otherwise does not constitute or imply endorsement, sponsorship or recommendation thereof by us.

(b) In some instances, the advertisement or web site linked will contain representations or offers by the third party, which you can accept by executing the relevant transaction. You acknowledge that we do not make such representations or offers, and the third party solely is responsible to you for the delivery of any goods or services obtained from the third party.

## 12. Your Registration Information

(a) You agree and understand that you are responsible for maintaining the security and confidentiality of your password, which, together with your Login ID email address, allows you to access PAYC.

(b) By providing us with your email address, you agree to receive all required notices electronically, to that email address. It is your responsibility to update or change that address, as appropriate. Notices will be provided in HTML (or, if your system does not support HTML, in plain-text) in the text of the e-mail or through a link to the appropriate page on our site, accessible through any standard, commercially available internet browser.

(c) If you become aware of any unauthorised use of your Registration Information, you agree to notify us immediately via [info@getpayc.com.au](mailto:info@getpayc.com.au)

### 13. Your Use of PAYC

(a) Your right to access and use PAYC is personal to you and is not transferable by you to any other person or entity. You must access and use PAYC, the Website and the App for lawful purposes and in accordance with these Terms.

(b) Accurate records enable us to provide the highest level of service to you. In order for PAYC to function effectively, you must keep your Registration Information up to date and accurate. If you do not do this, the accuracy and effectiveness of PAYC to you will be affected.

(c) Your access and use of PAYC may be interrupted from time to time for any of several reasons, including, without limitation, the malfunction of equipment, periodic updating, maintenance or repair of PAYC or other actions that we elect to take.

(d) You also agree that we may use your feedback, suggestions, or ideas in any way, including in future modifications of PAYC, other products or services, advertising or marketing materials. You grant PAYC a perpetual, worldwide, fully transferable, sublicensable, irrevocable, fully paid-up, royalty free license to use the feedback you provide to us in any way. We will not sell, publish or share your feedback in a way that could identify you without your explicit permission.

(e) We reserve the right to discontinue or cancel your registration, at our sole discretion and without notice including but not limited to the following reasons:

(i) breach of any applicable law or breach of any of the Terms;

(ii) where we conclude that your conduct impacts on our name or reputation; or

(iii) where we conclude that your conduct violates our rights or those of another party.

(f) If you breach any provision of these Terms, we reserve the right to suspend or terminate your use of PAYC or PAYC Rewards with respect to you, and commence proceedings against you for damages or expenses arising directly or indirectly out of your actions.

(g) We are under no obligation to monitor any person's use of PAYC, however we reserve the right to monitor any aspect of PAYC and retain and disclose information as allowed by law and requested by any law enforcement authority in any jurisdiction.

(h) You acknowledge that we may, in our sole discretion and without notice, vary, modify or discontinue, temporarily or permanently, any or all of the Website and/or the App and you agree we are not liable to you or any third party for such variation, modification or discontinuance.

#### **14. Use of PAYC With Other Devices**

(a) Use of PAYC may be available through a compatible mobile device, Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider.

(b) To the extent permitted by law, PAYC makes no warranties or representations of any kind, express, statutory or implied as to:

(i) the availability of telecommunication services from your provider and access to PAYC at any time or from any location;

(ii) any loss, damage, or other security intrusion of the telecommunication services; and

(iii) any disclosure of information to third parties or failure to transmit any data, communications or settings connected with PAYC.

(c) We may from time to time provide automatic alerts and voluntary account-related alerts. Automatic alerts may be sent to you following certain changes made online to your PAYC account, such as a change in your Registration Information.

(d) These alerts provide you with alert messages for your accounts. We may add new alerts from time to time or cease to provide certain alerts at any time upon its sole discretion. Each alert has different options available, and you may be asked to select from among these options within your PAYC account settings.

(e) Electronic alerts will be sent to the email address you have provided as your primary email address for PAYC. If your email address or your mobile device's email address changes, you are responsible for informing us of that change.

(f) Because alerts are not encrypted, we will never include your unique third-party identification information. However, alerts may include your PAYC Login ID and transaction and other information about your accounts, depending upon which alerts you select.

#### **15. Rights You Grant Us**

By submitting information, data, passwords, usernames, passcodes, other log-in information, materials and other content to us through the Website or the App, you are licensing that content to us solely for the purpose of benefits provided to you by through use of PAYC. We may use and store the content, but only to provide these benefits to you. By submitting this content to us, you represent that you are entitled to submit it to us for use for this purpose, without any obligation by us to pay any fees or other limitations.

## 16. Access To The Website And The App

(a) You agree that you will not:

Use any robot, spider, scraper, deep link or other similar automated data gathering or extraction tools, program, algorithm or methodology to access, acquire, copy or monitor PAYC or any portion of PAYC, without PAYC's express written consent, which may be withheld in PAYC's sole discretion;

Interfere with the computer systems which support the Website and the App; overload a service; engage in a denial-of-service attack; or attempt to disable a host;

Collect or store personal data about other Users of the Website or the App;

Impersonate or falsely represent your association with any person or organisation;

Use or attempt to use any engine, software, tool, agent, or other device or mechanism (including without limitation browsers, spiders, robots, avatars or intelligent agents) to navigate or search PAYC, other than the search engines and search agents available through PAYC and other than generally available third-party web browsers (such as Microsoft Explorer);

Post, communicate or transmit or use any material of any kind for commercial purposes, or which contains any promotional material or advertising, or any other forms of unsanctioned solicitation, including without limitation junk mail, spam, chain letters, or unsolicited mass distribution of email;

Delete, circumvent or alter any author attribution, legal notices, rights management information or technological protection measures;

Post or transmit any file which contains viruses, worms, Trojan horses or any other contaminating or destructive features, or that otherwise interfere with the proper working of PAYC; or

Attempt to decipher, decompile, disassemble, or reverse-engineer any of the software comprising or in any way making up a part of PAYC.

(b) Furthermore, we do not warrant that our hosting server is free of viruses or bugs.

## 17. Termination and Cancellation

### 17.1. Cancellation by us

(a) We reserve the right to cancel your PAYC account, and terminate your use of PAYC Rewards at any time, without cause or reason by giving you 30 days' notice via email to the email address we have recorded for you.

(b) In addition, we may cancel your PAYC account, and terminate your use of PAYC Rewards, immediately without notice, if you:

breach or violate any conditions or other terms or requirements in the Terms; or

supply any incorrect or misleading information to us; or

die or become unsound of mind or become bankrupt; or

act against our business interests or reputation or the business interests or reputation of our related entities, clients, partners, merchants and suppliers.

#### 17.2. Cancellation and rewards (PAYC accounts)

(a) We reserve the right to cancel your membership and your PAYC account, and terminate your use of PAYC Rewards, with 7 days' notice, if your PAYC account becomes inactive under the Terms.

(b) All PAYC Rewards will be immediately and irreversibly cancelled and will not be available to the User.

### 18. Content Of The Website And The App

(a) Whilst we make every effort to ensure information or content published on the Website or the App by us is accurate and complete, to the maximum extent permitted by law, we make no guarantee that it is, and cannot be held responsible for any errors or omissions (beyond our reasonable control) in any such information or content.

(b) Any dated information or content published by us on the Website or the App is current at the time of publication, and we are not obliged to update or amend any such information or content.

### 19. Social Media Connections

PAYC may provide experiences on social media platforms such as Facebook®, Twitter® and LinkedIn® that enable online sharing and collaboration among users who have registered to use them. Any content you post, such as pictures, information, opinions, or any Personal Information that you make available to other participants on these social platforms, is subject to the respective terms of use and privacy policies of those platforms. Please refer to those social media platforms to better understand your rights and obligations with regard to such content as PAYC bears no obligations in respect of such information posted on such websites.

## **20. Usage Limitations**

Use of PAYC may be subject to limitations, including but not limited to monthly transaction volumes and the number of calls you are permitted to make against PAYC's programming interface. Any such limitations will be specified within PAYC.

## **21. PAYC Card**

The PAYC Digital Mastercard® Product Disclosure Statement outlines General Information, Terms and Conditions that apply to the PAYC Card. Please read this document carefully and by using the Card, you agree to be bound by the terms and conditions stated within the Product Disclosure Statement.

## **22. General**

These Terms, together with the PAYC Privacy Policy and any other documents and legal notices published by us on the Website or the App, shall constitute the entire agreement between you and us concerning PAYC. If it turns out that a particular term is not enforceable, this will not affect any other terms. No waiver of any term of these Terms shall be deemed a further or continuing waiver of such term or any other term, and our failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. You and PAYC agree that any cause of action arising out of or related to PAYC must commence within one (1) year after the cause of action accrues. Otherwise, such cause of action is permanently barred. These Terms constitute the agreement between us and you in relation to the Website and the App and your use of the same supersedes all other (prior or contemporaneous) communications or displays whether electronic, oral, or written, between us and you in relation to the Website and the App. The provisions of these Terms which by their nature survive termination or expiry of these Terms, will survive cancellation of your registration or termination of your PAYC account. If any of these Terms are invalid, unenforceable or illegal, that term will be struck out and the remaining terms will remain in force.

## **23. Governing Law and Jurisdiction**

This Agreement is governed by the law in force in Victoria, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in Victoria, Australia.

## **24. Ability to Accept This Agreement**

(a) You affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Terms, and to abide by and comply with these Terms. In any case, you affirm that you are over the age of 16yrs, as PAYC is not intended for children under 16yrs. If you are under 16 years of age, then please do not use PAYC.

(b) We provide these Terms upon sign-up so that you know what terms apply to your use of PAYC. You acknowledge that we have given you a reasonable opportunity to review these Terms and that you have agreed to them.

## 25. Definitions and Interpretation

### 25.1. Definitions

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

Available Balance means the monetary value recorded by PAYC available to you through the Products and available for transactions.

Bank Transfer means the ability to transfer some or all of your balance from your PAYC card to your Australian bank account.

Biometric Identifier means a fingerprint, faceprint or any other similar biometric identifier.

Card means the Tokenised Card issued as part of your PAYC Account.

Confidential Information includes all information exchanged between the parties to these Terms, whether in writing, electronically or orally, including us but does not include information which is, or becomes, publicly available other than through unauthorised disclosure by the other party.

Consequential Loss means any loss, damage or costs incurred that is:

(i) indirect or consequential; and

(ii) any 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 other than in respect of any such losses incurred by PAYC directly in respect of this Agreement.

Consumer Rights has the meaning given in clause 2.2.

Contactless Terminal means a terminal that can be used to make a Contactless Transaction.

Contactless Transaction means a transaction made by holding a Card (which is capable of making a Contactless Transaction) in front of a Contactless Terminal, to complete a transaction, rather than inserting the card into the terminal.

Data means any data inputted by you or with your authority into the Website or the App.

Device means a compatible smartphone or wearable device that supports a Device Wallet, enabling you to use the Device as a payment method for purchase transactions.



Device Pass Code means anything used to unlock and access a Device including, but not limited to, a password, numerical code, pattern or Biometric Identifier.

Device Wallet means the Apple Pay, Google Pay or Samsung Pay mobile applications that store the Card as a tokenised card on a compatible phone or wearable device.

EFTPOS/POS means electronic funds transfer at point of sale.

Electronic Communication means a message which is sent to you and which you receive electronically, in a form that you can retain for later reference such as by printing or by storing for later display.

ePayments Code refers to the code issued by the Australian Securities & Investments Commission, effective from 29 March 2016, and includes any subsequent amendments or replacements.

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

PAYC Account means an account that PAYC creates to uniquely identify you and to enable you to use our Products, which may include, where applicable, reference to the Card.

PAYC Affiliate means a related body corporate or related entity of PAYC, including one in another jurisdiction.

PAYC App means the PAYC mobile application, downloadable to a mobile device, used by you to manage your PAYC Account.

Identifier means information that you know but are not required to keep secret and which you must provide to perform a transaction (for example, a Card number).

Intellectual Property Right means any patent, trademark, service mark, copyright, moral right, right in a design, know-how and any other intellectual or industrial property rights, anywhere in the world whether or not registered.

Mastercard means Mastercard International Incorporated.

Mastercard Scheme Rules means the Mastercard Scheme Rules and the Mastercard Technical Operational and Security Rules.

Merchant means an online or in-store merchant whose goods or services may be purchased by you using our Products.

Negative Balance means a negative rather than a positive Available Balance.

PAN means the 16-digit Primary Account Number, which is the number embossed on the front of the Card

Pays Providers means the mobile payment and Device Wallet service created by Apple, Google and Samsung Pay respectively.

Pass Code means a password or code that you must keep secret that is used to authenticate your identity or a transaction. Examples include a code delivered to you by text or email which is required to perform a transaction (often called Two Factor Authentication).

Payment Method means any payment method accepted by PAYC.

Personal Information means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about you when your identity is apparent or can reasonably be ascertained from the information or opinion.

PIN means the four-digit personal identification number which we issue to you to access some of the Card services.

POS Transaction means Point of Sale transactions.

Products mean the payment products and associated services offered by PAYC from time to time, including the Card.

Related entity has the same meaning as under the Corporations Act 2001 (Cth).

Security Requirements means the Security Requirements described under section 38 "Card Security".

Third Party Goods and Services means goods or services supplied by a Third Party Supplier that may be purchased through our Website and App.

Terms of Use means this document.

Third Party Supplier means our third party supplier of goods and services available through our Websites.

Tokenised Card means a Mastercard which has the sensitive personal information (including, but not limited to, a Primary Account Number (PAN)) substituted for a unique identifier (token) by Mastercard and stored within a Device for you to use as payment. A Tokenised Card can be used for contactless purchases as well as card not present transactions, including online purchases.

Unauthorised Transaction means a transaction (including using the Card) not authorised by you but does not include any transaction carried out by you or by anyone performing the transaction with your knowledge and consent.

User means the registered user for PAYC, and, where the context permits, includes any entity on whose behalf that person registers to use PAYC.

We, us, our means PAYC and, except where the context indicates a different intention, also includes any agent acting on behalf of PAYC

PAYC, we, us or our means PAYC Pty Ltd and can include an PAYC Affiliate where applicable.

Website means [getpayc.com.au](http://getpayc.com.au) and any other website operated by PAYC.

You refers to a person who has been approved by PAYC to open an PAYC Card and has been issued with the Card. Any other grammatical form of the word “you” has a corresponding meaning.

You (or Your) means the person identified when a PAYC Account is created. If:

(i) such person does not exist, or

(ii) the name or details are used by someone who is not in fact that person, or

(iii) is otherwise provided dishonestly or fraudulently, then You (or Your) means the person who clicks to accept these terms.

## 25.2. Interpretation

(a) The word “person” includes an individual, a firm, a corporation, an unincorporated association, government, state or agency of state, association, partnership or joint venture.

(b) All references to dollars or \$ or cash are to Australian dollars.

(c) ‘Including’, ‘such as’ and similar expressions are not words of limitation.