



# Card and account terms and conditions

**Issued by Hay Limited**

ABN 34 629 037 403

Australian financial services licence AFSL no. 515459

Hay® is a registered trade mark

**Issue Date: 25.03.21 V3.0**

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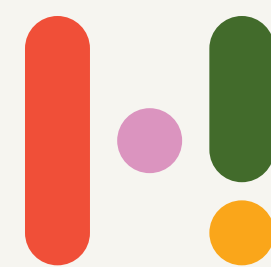
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## 01 About

These Terms cover the Hay family. This includes Hay Group Limited and our group companies ("**Hay**", "**us**", "**we**" or "**our**").

These Terms are our agreement with you about the use of your Hay Card and your Hay Account.

You agree to these Terms when you apply for your Hay Card and Hay Account. It is really important that you understand these Terms because they set out our agreement on what will happen with things like how we use your information, security, fees and charges and limits.

Please also carefully read the Product Disclosure Statement (**PDS**) you were provided with when you applied for the Hay Card and your Hay Account as these Terms form part of the PDS and together form our agreement with you for use of the Hay Card and your Hay Account. You can find the PDS here [hellohay.co/pds](https://hellohay.co/pds).

Please contact the Hay help team if you don't understand anything in this document and we can explain things further for you.

### **HAY HELP TEAM**

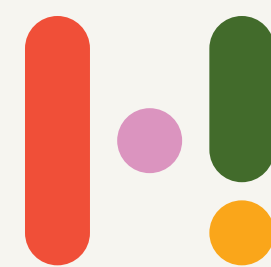
**8am – 6pm, Monday to Friday**

**Available in Hay App chat in Help menu**

**or [support@hellohay.co](mailto:support@hellohay.co)**

**Hay, P.O. Box 772, Surry Hills 2010, NSW**



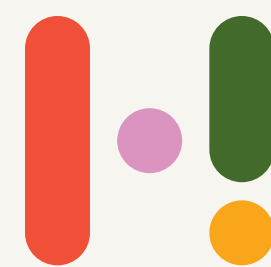


## 02 Meaning of words

In these Terms, words that have a capital letter have the following meaning:

- **Available Balance:** means the value stored on your Hay Card and available in your Hay Account at a particular point in time (in AUD) which you can see in the Hay App.
- **Hay Account:** means the digital account that is linked to your Hay Card. The Hay Account represents your Available Balance but is not a bank account.
- **Hay Card:** means the physical reloadable prepaid or debit Visa card which we issue to you.
- **Passcode:** means the 6-digit passcode you nominate when signing up to Hay to protect access to the Hay App.
- **Pay Anyone:** means a payment from your Hay Account to another person's account with an Australian Financial Institution by using the BSB and account number of the person to whom you are making the payment.
- **PIN:** means the 4-digit personal identification number used to protect access to your Hay Card which is created by you when signing up to Hay.
- **Unauthorised Transactions:** means a transaction which you haven't authorised and without your knowledge and consent.
- **Visa:** means Visa Worldwide PTE Ltd.





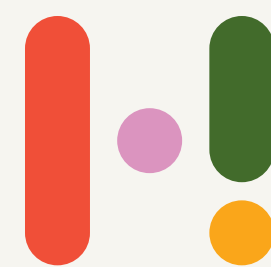
- **Google:** is a trademark of and means Google Inc. and includes its related bodies corporate and affiliates.
- **Android Device:** means a mobile device capable of connecting to the internet which is 'compatible' with the Google Pay App.
- **Google Pay:** means the mobile wallet service provided by Google that enables you to make Google Pay payments.
- **Apple:** means Apple Pty Limited ABN 46 002 510 054 and its related bodies corporate and affiliates.
- **Apple Device:** means a device such as an iPhone, iPad, Mac, Apple Watch or other supported device which uses the Apple operating system and supports Apple Pay.
- **Apple Pay:** means the payment platform created by Apple for making payments using an Apple Device and a supported card registered on such a device.

## 03 The Hay Card and Hay Account

The Hay Card is a reloadable Visa prepaid or debit card. When you are issued with a Hay Card you will receive a physical version of the Hay Card which are linked to your Hay Account within the Hay App.

Once you have loaded value to your Hay Card, you can use it anywhere in the world (where Visa prepaid and debit cards are accepted) to access your Available Balance and make payments.





You can use the Hay Card to withdraw cash at ATMs (note there is a daily limit that applies (see clause 7.2).

Your Hay Account is linked to your Hay Card. You can make Pay Anyone transactions from your Hay Account via the Hay App.

You only access the value you have loaded to your Hay Card. The Hay Card is not a credit card.

## 04 Eligibility

To apply for a Hay Card and Hay Account, you must be at least 16 years old and comply with any of our eligibility criteria communicated during the onboarding process.

## 05 Anti-Money Laundering and Counter-Terrorist Financing

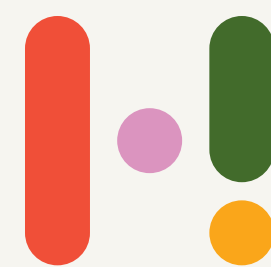
As part of the application process we will require evidence of who you are and where you live. As part of our legal obligations, we need to check the information you provide against records maintained by credit reporting and fraud prevention agencies/ organisations. However, we don't perform a credit check on you and the searches we perform are only for verifying your identity.

You must let us know as soon as possible when any of your details change.

We may need to block, delay, freeze or refuse transactions or suspend or close your account where we reasonably consider that a transaction is fraudulent or in breach of anti-money laundering laws or where







we have concerns regarding your money laundering or terrorism financing risk. We are not responsible for any loss that arises where this occurs. Where we can, we will let you know why we have stopped the transaction. However, in some cases our legal obligations will stop us from being able to tell you.

## 06 Activating your Hay Card

Once we have approved your application for a Hay Card and Hay Account, we will post you the Hay Card. Before you use your Hay Card for the first time you will need to unfreeze it in the settings of your Hay App.

## 07 Using your Hay Card

### 07.01 Loading value and transactions to your Hay Card or Hay Account

You can load value to your Hay Account by transferring from an account held with another financial institution.

You can find instructions for how you can transfer value to your Hay Account in the Hay App.

We may also add new ways to get money into your Hay Account in future so check the Hay App for this information.

Payments to your Hay Account will be credited to your Available Balance when they have cleared.

Once the value is showing in your Hay Account, you can use it to make payments on your Hay Card.





## 07.02 Limits

There are default limits that apply to the Hay Card and Hay Account for:

<b>\$15,000</b>	Maximum value you can store in your Hay Account at any one time
<b>\$10,000</b>	Maximum top up per day
<b>\$1,000</b>	Maximum ATM cash out per day
<b>\$5,000</b>	Bank transfers
<b>Available balance</b>	Total daily transaction limit
<b>\$10,000</b>	Maximum value of a single Hay Card transaction

At any time, we can adjust the limits to protect your interests or ours.

You can find the actual limits that apply to your Hay Card and Hay Account within the Hay App.

We will let you know via the Hay App if your limits are adjusted. **Please check the Limits section in the Hay App so you know what limits apply to your use of the Hay Card.**

## 07.03 ATM withdrawals (Australia)

You can withdraw cash from your Available Balance using your Hay Card at any ATM up to the limit that applies for ATM transactions.

There are no Hay fees for using ATMs.

However, you may be charged fees by other financial institutions or ATM providers when using some ATMs.





#### **07.04 ATM withdrawals (Outside Australia)**

Hay does not charge a fee for using an ATM while outside Australia where you withdraw up to \$500 in a calendar month.

Where you withdraw more than \$500 in a month, a fee of 1.5% of the withdrawal amount (in excess of the \$500) applies. ATM operator fees may apply.

#### **07.05 Card transactions**

You can use your Hay Card to make payments anywhere that Visa prepaid and debit cards are accepted.

Within Australia you can make contactless transactions under \$100 without using your PIN. Contactless limits may vary in different countries. Like with any transaction, please make sure you check the amount is correct on the terminal before authorising a contactless transaction.

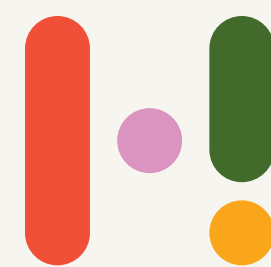
We will deduct the amount of any transaction using your Hay Card from your Available Balance. You can't stop payment on a transaction after it has been completed. For mistaken or disputed payments please refer to clause 10.

We do not allow negative balances.

Sometimes a transaction cannot be processed due to reasons outside of our control, like where there are network issues which may affect the relevant payment terminal.

We are not responsible where a transaction authorisation is declined for any reason.





## **07.06 Account transactions**

You can make Pay Anyone payments from your Hay Account using the Hay App.

It is really important to enter the correct BSB and account information when authorising internet payments from your Hay Account. Where you enter the wrong information:

- funds may be credited to the account of an unintended recipient if the BSB number and/or identifier do not belong to the person you name as the recipient; and
- it may not be possible to recover funds from an unintended recipient.

## **07.07 Using your Hay Card outside Australia**

All transactions in foreign currencies will be converted into Australian dollars.

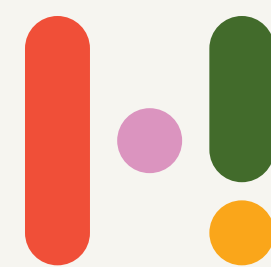
All foreign currency transactions will be processed using the foreign exchange rate determined by Visa at the time of settlement. We do not charge fees, margins, or spreads for foreign exchange payments.

The actual foreign exchange rate that has been applied will be shown in your Hay App on settlement.

## **07.08 Restrictions on use**

You can't use your Hay Card or Hay Account for any illegal purposes including purchasing anything that is illegal under Australian law. You can't sell or give your Hay Card to any other person; it is only for your personal use. You can only have one Hay Card at a time.





## 08 Fees

Current fees and charges that apply to your Hay Card and Hay Account can be found here

[hellohay.co/feesandlimits](https://hellohay.co/feesandlimits).

We will debit your Available Balance for any fees that are payable to us.

We will let you know at least 30 days before a change takes effect through the Hay App of any fee changes so that you can stop using the Hay Card if you don't like our new fees. Merchants and financial institutions may also impose fees or surcharges.

## 09 Security

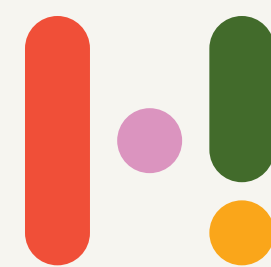
### 09.01 Protecting your Hay Card information and PIN and Passcode

It is important you keep your Hay App and Hay Card information and PIN and Passcode secure. This means that you must not unnecessarily disclose the card number on your Hay Card, write a PIN or Passcode down either on the Hay Card or on something you carry with the Hay Card, or share your PIN or Passcode with any other person.

### 09.02 What to do when you suspect your Hay Card is compromised or lost

If you believe your physical Hay Card is lost (and there's a chance you'll find it) you can simply freeze your Hay Card in the Hay App so that it cannot be used. While the physical card is frozen you can continue to make payments from your Hay Account. After you have frozen your Hay Card, you will not be able to use your Hay Card until you unfreeze it.





If you believe your Hay Card has been lost, damaged or compromised (not just temporarily lost) then you must immediately report your Hay Card lost or stolen within the Hay App and request a new Hay Card.

## 10 Responsibility for mistaken or Unauthorised Transactions

Where you think a transaction is an Unauthorised Transaction or is otherwise incorrect, please get in touch with us immediately via the Hay App and provide as much information as you can about the relevant transaction so we can investigate further.

There are specific circumstances and time frames where we can claim a refund in connection with a disputed transaction. This means that our ability to investigate a disputed transaction is limited to the time frames imposed by payment service providers and schemes that we deal with so it is important to let us know as soon as possible after you become aware of a disputed transaction

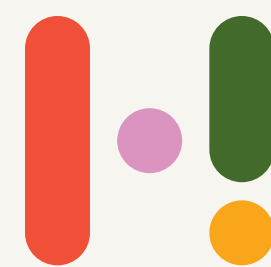
### 10.01 Mistaken payment

Where you make a mistake when making a payment, we will try to reverse the transaction and retrieve your funds. However, if we can't reverse the transaction, we are not responsible, and you will be liable for the mistaken payment.

### 10.02 Incorrect payments/issues with a purchase

If you have a problem with a purchase made with your Hay Card or a disputed transaction,





the first step is to get in touch with the merchant you made the purchase from.

If you cannot resolve the matter with the merchant, contact us about the disputed transaction via the Hay App.

## 11 Lost, stolen Hay card or compromised PIN or passcode

You will not be responsible for Unauthorised Transactions:

- that occur before your Hay Card is issued to you;
- that occur after you have frozen or cancelled your Hay Card and while it remains frozen; or
- where you didn't contribute to the Unauthorised Transaction.

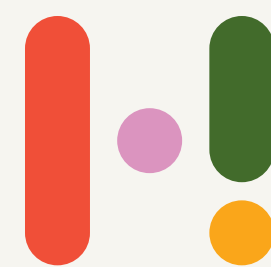
We may consider that you have contributed to an Unauthorised Transaction where:

- you have not kept your Hay Card, PIN or Passcode reasonably secure; or
- there was an unreasonable delay in freezing or cancelling your Hay Card where you believed it was lost, stolen or otherwise compromised.

## 12 Transaction history

You can view your transaction history in the Hay App at any time. We take security really seriously but please regularly check it to make sure there is nothing unusual such as:





- transactions you don't recognise;
- transactions you didn't authorise;
- transactions where you never received the relevant goods or services;
- transactions where the purchase price differs to the purchase amount; or
- you think a transaction may have been duplicated.

## 13 Hay Card and Hay Account cancellation

We can cancel the Hay Card where we have concerns about security and to protect your Available Balance where we suspect the Hay Card has been compromised.

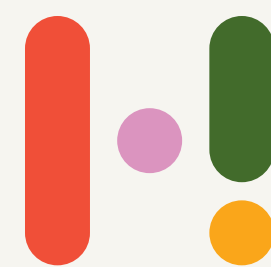
If we become aware that you haven't done what you've agreed to do as set out in these Terms we may cancel your Hay Account. If this happens, we will let you know as soon as possible and refund your Available Balance to your nominated account.

## 14 Card expiry

The expiry date is shown on your Hay Card. We will contact you prior to the expiry to let you know next steps for continuing to use your Hay products after the expiry date.







## 15 How to close your Hay Account

You can close your Hay Account via the Hay App. We need to wait for all payments to be settled before your Hay Account is closed. After your Hay Account is closed, you will no longer be able to use your Hay Card.

You will remain liable for any transactions that were not processed, or that occur, on your Hay Account (including, but not limited to, outstanding merchant purchases) at the time the Hay Account is closed.

You must also pay to us all unpaid fees and charges prior to closing the Hay Account.

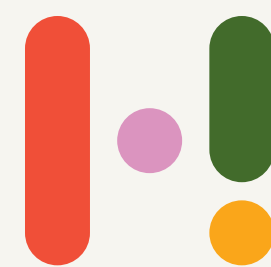
## 16 How we can communicate with each other (notices)

You can contact us via the Hay App or the Hay website.

We may give you any information, notices or other documents related to the Hay Card or Hay Account by:

- notification (including a push notification) or message sent to you or your device through the Hay App;
- by email to the email address recorded for you in the Hay App;
- by letter to the address recorded for you in the Hay App.





## 17 Privacy

We will collect, handle and use your personal information in accordance with our privacy policy available at [hellohay.co/privacy](https://hellohay.co/privacy).

Our privacy policy contains important information about the purposes for which we collect personal information, the entities to which we may disclose the information we collect (including any overseas disclosures that we may make), how you can access and seek correction of the personal information we hold about you or how you can make a complaint about our handling of your personal information.

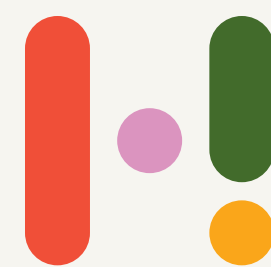
## 18 Limits and responsibility

We are responsible for things that occur that are our fault. This includes things like your Available Balance being incorrectly debited due to our error or our fraud.

We are not responsible for things outside of our control like;

- where a merchant does not accept your Hay Card;
- delays or interruptions not caused by us;
- transactions not being able to be processed, despite us taking reasonable precautions;
- a dispute between you and the supplier of goods or services purchased with the Hay Card; or
- compliance with our regulatory obligations.





Where we are responsible, to the extent permitted by law and Visa scheme rules, the most we are responsible for is the value of a transaction processed due to our error or, for other things that we may be responsible for, the amount of your Available Balance.

If the laws in Australia impose any guarantees, warranties or conditions on the Hay Card or Hay Account, then our liability for a breach of such guarantee, warranty or conditions will be limited to:

- supplying the services again; or
- the payment of the cost of having the services supplied again.

## 19 Google Pay

### 19.01 Who Provides Google Pay?


Google Pay is a service provided by Google. You may also need to agree to Google's Terms and Conditions in order to use Google Pay in addition to agreeing to these Terms of Use.

Hay (“we” or “us”) is not responsible for the use, functionality or availability of Google Pay, any eligible Android Device, or the availability of contactless readers at merchants.

### 19.02 Device Security

Any person with your device passcode or a fingerprint registered to your device may be able to authorise transactions using your Card in Google Pay.

Do not let anyone else have their biometric information registered to your device while your Card is registered in Google Pay.

You must keep your device safe and secure at all times, and your device passcode secret. 



If you breach any of the above, we will assume that you have authorised the other person to use your Hay Card and you will be liable for all transactions made by that person.

If you believe that your Android Device has been lost, stolen or compromised in any way we can suspend or remove your Card from Google Pay to prevent any unauthorised use.

### **19.03 How to add or remove a Hay Card in Google Pay**

You can register your Hay Card with Google Pay by opening the Settings section of the Hay App and following the prompts or via the Google Pay app on your device.

You can remove your card via the Google Pay app.

### **19.04 How to use your card via Google Pay**

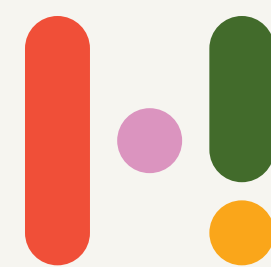
Once you have registered your Card to your Android Device, you can start making payments at contactless terminals anywhere that Visa prepaid and debit cards are accepted, in an App or online using your Android Device where Google Pay is supported.

You may be required to enter your Android Passcode and/or card PIN at a contactless terminal when making a purchase using Google Pay.

### **19.05 Applicable Fees**

We do not impose any additional fees and charges for registering and using your Hay Card with Google Pay. However, third parties may charge fees associated with downloading, registering and using Google Pay on an Android Device.





## **19.06 How do we use your information?**

We will use your information in accordance with the Hay Privacy Policy [hellohay.co/privacy](https://hellohay.co/privacy).

As soon as you register your Card to your Android Device, Google may access and process your information, including information about your transactions. Google's use of your personal information is solely governed by Google's privacy policy.

Google may share information with us for fraud and identification purposes.

## **19.07 When might Hay suspend or block a Hay Card on Google Pay?**

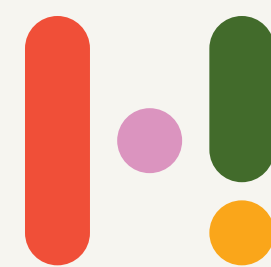
Hay may block, suspend or terminate your Hay Card registered with Google Pay if:

- Hay suspects fraud or an unauthorised transaction has occurred;
- your Hay Card or Hay Account is cancelled, blocked or suspended;
- Hay is required by applicable laws;
- directed to so by Google;
- if Hay's arrangement with Google cease or are suspended; or
- for any other reasonable reason.

## **19.08 Trade marks**

Google, Google Play, Google Pay, Google Cloud Platform, the Google logo, the Google Play logo, the Google Pay logo, and the Google Cloud Platform logo are trademarks of Google LLC.





## 20 Apple Pay

### 20.01 Who Provides Apple Pay?

Apple Pay is a service provided by Apple. You will also need to agree to Apple's Terms and Conditions in order to use Apple Pay in addition to agreeing to these Terms of Use.

Hay ("we" or "us") is not responsible for the use, functionality or availability of Apple Pay, any eligible Apple Device, or the availability of contactless readers at merchants.

### 20.02 Device Security

Any person with your device passcode or a fingerprint registered to your device may be able to authorise transactions using your Card in Apple Pay. Do not let anyone else have their biometric information registered to your device while your Card is registered in Apple Pay. You must keep your device safe and secure at all times, and your device passcode secret.

If you breach any of the above, we will assume that you have authorised the other person to use your Hay Card and you will be liable for all transactions made by that person.

If you believe that your Apple device has been lost, stolen or compromised in any way. We can suspend or remove your Card from Apple Pay to prevent any unauthorised use.

### 20.03 How to add or remove a Hay Card in Apple Pay

You can register your Hay Card with Apple Pay by opening the Settings section of the





Hay App and following the prompts or via the Apple Wallet app on your device.

Instructions to remove your card are available on the Apple Pay website and the Apple Wallet app.

#### **20.04 How to use your card via Apple Pay**

Once you have registered your Card to your Apple Device, you can start making payments at contactless terminals anywhere that Visa prepaid and debit cards are accepted, in an App or online using your Apple Device where Apple Pay is supported.

You may be required to enter your Apple Device Passcode and/or card PIN at a contactless terminal when making a purchase using Apple Pay.

#### **20.05 Applicable Fees**

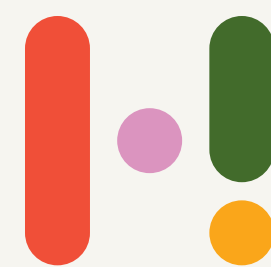
We do not impose any additional fees and charges for registering and using your Hay Card with Apple Pay. However, third parties may charge fees associated with downloading, registering and using Apple Pay on an Apple device.

#### **20.06 How do we use your information?**

We will use your information in accordance with the Hay Privacy Policy [hellohay.co/privacy](https://hellohay.co/privacy).

As soon as you register your Card to your Apple Device, Apple may access and process your information, including information about your transactions. Apple's use of your personal information is solely governed by Apple's privacy policy.





Apple may share information with us for fraud and identification purposes.

### **20.07** When might Hay suspend or block a Hay Card on Apple Pay?

Hay may block, suspend or terminate your Hay Card registered with Apple Pay if:

- Hay suspects fraud or an unauthorised transaction has occurred;
- your Hay Card or Hay Account is cancelled, blocked or suspended;
- Hay is required by applicable laws;
- directed to so by Apple;
- if Hay's arrangement with Apple cease or are suspended; or
- for any other reasonable reason.

### **20.08** Trade marks

Apple and Apple Pay are trade marks of Apple Inc., registered in the U.S. and other countries.

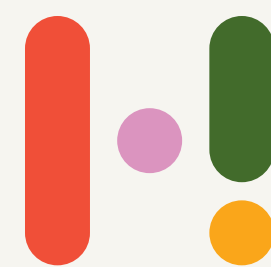
## **21** Complaints

You can find our complaints process here

[hellohay.co/privacy](https://hellohay.co/privacy) which sets out what you can do if you have any complaint or dispute relating to your Hay Card or Hay Account.







## 22 Changes to these Terms

We can change these Terms and any information in the PDS relating to the Terms at any time by uploading the new Terms or PDS to our website and letting you know about the changes via the Hay App. If you keep using your Hay Card or Hay Account after the change becomes effective, this shows that you agree to the changes.

Where we decide to charge new fees or increase our fees or any other changes are made which are not in your favour, we will give you at least 30 days' notice before the change so you can stop using your Hay Card or Hay Account if you don't like the change.

## 23 Governing law

The laws of New South Wales will govern the Hay Card, and any legal questions concerning this agreement.



# Issued by Hay Limited

ABN 34 629 037 403  
AFSL no. 515459

Hay® is a registered trade mark

Issue Date: 25.03.21 V3.0

