



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

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01 Welcome

Thank you for choosing a Hay Visa Prepaid Card (Card) and Hay Account (Account).

02 Issuer and Regulatory Information

These terms cover the Hay family. This includes Hay Group Limited and our group companies ("Hay", "us", "we" or "our"). Hay Limited is the Issuer of the Hay Card and Account. It is authorised, as set out in the Hay Australian Financial Services Licence No. 515459, to offer financial products and services, including non-cash payment products.

1. These Terms and Conditions (Terms) are our agreement with you about the use of your Card and Account. Please read them carefully as they set out things such as how we use your information, security, fees and charges and limits.

These Terms should be read in conjunction with the following documents, made available to you before opening for your Card and Account, as they form part of our agreement with you.

- Product Disclosure Statement (PDS)
hellohay.co/PDS
- Target Market Determination (TMD)
hellohay.co/TMD
- Financial Services Guide (FSG)
hellohay.co/FSG





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

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

03 Eligibility for the Card and Account

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.

04 Using your Card and Account

(a) Transferring funds to and from your Account

You may add funds to your Account by:

- Transferring funds electronically typically from another Financial Institution using your BSB and Account number or PayID
- Receiving funds via HayPay from another Hay customer





You can access your Account and find your BSB and Account number through the Hay App.

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

You may make withdrawals from your Account by:

- Using your Card to make a Purchase at a merchant or an ATM withdrawal
- Pay Anyone (payment to a third party)
- BPAY
- Authorising a Direct Debit

Warning:

It is important to enter the correct BSB and account information or PayID when making payments from your Account. Where you enter incorrect information:

- funds may be credited to the account of an unintended recipient if the BSB and account number do not belong to the person you name as the recipient; and
- if you enter the incorrect details, it may not be possible to recover funds from an unintended recipient

Note: When making a PayID transaction, The PayID owner's name will be displayed before you submit the payment. You should check that it matches the name of your intended recipient. If the name does not match who you intend to pay, you should contact your intended payee to confirm that all details are correct before proceeding to make payment.





(b) Receiving your card

Once we have approved your application for a Card and Account we will send you a physical Card.

You can also add your Card to Apple Pay and Google Pay on supported devices. Apple Pay and Google Pay are subject to additional terms.

Apple Pay: https://hellohay.co/download/Apple_TCs_v2.htmlhttps://hellohay.co/download/Apple_TCs_v2.html

(c) Activating your card

Before you use your Card for the first time, you will need to unfreeze the Card in the settings of your Hay App.

(d) Using your Card

You can make Purchases using your Card anywhere Visa cards are accepted, including Cash Withdrawals at ATMs.

For Contactless Transactions, you may not need to enter your PIN under certain limits.

Please make sure you check the amount is correct on the terminal before presenting your Card and authorising a Contactless Transaction.

We will deduct the amount of any transaction using your Card from your Available Balance. You cannot stop payment on a transaction after it has been completed. For Unauthorised Transactions or other Disputed Payments, please refer to Clause 9.



(e) Negative balance

It is your responsibility to ensure that you have sufficient Available Balance to complete a transaction.

If you do not have sufficient Available Balance in your Account, transactions will be declined. However, in certain circumstances, a transaction may be processed to your account that exceeds your Available Balance.

You must immediately repay any amount in excess of your Available Balance. If a transaction exceeds the Available Balance, we are not increasing your Available Balance.

(f) Restrictions of use

- You cannot use your Card or Account for any illegal purposes including using it to fund or Purchase anything that is illegal under Australian law.
- You must not allow any other person to use your Card or Account. Allowing someone else to use your Card or Account is a breach of these Terms.

(g) Using your Card outside Australia

All transactions in foreign currencies will be converted into Australian dollars and will be processed using the foreign exchange rate determined by Visa at the time of settlement.





(f) Card expiry

The expiry date is shown on your Card. Prior to the expiry, we will re-issue your Card or contact you and provide further information about replacing your Card.

05 Limits

Below are the limits that apply to your Card and Account.

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

\$15,000	Maximum value you can store in your Hay Account at any one time
\$15,000	Maximum Hay Card transactions per day
\$10,000	Maximum value of a single Hay Card transaction per day
\$10,000	Maximum top up deposits per day
\$5,000	Maximum BPAY transaction per day
\$5,000	Pay Anyone Bank Transfers
\$1,000	Maximum ATM cash out per day

NOTE: Other Merchant or Financial Institutions may also impose their own limits.





06 Fees

Current fees and charges that apply to your Hay Card and Hay Account can be found here hellohay.co/feesandlimits.

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

07 Annexures

7.1.1 About the BPAY scheme

- i. The BPAY scheme is an electronic payments scheme through which you can instruct Hay to make payments to billers who accept BPAY payments through the BPAY scheme
- ii. You must hold an active Hay account to make BPAY payments through the BPAY scheme.
- iii. Hay is a member of the BPAY scheme. We will inform you if we cease to become a member.
- iv. The terms and conditions set out in this section apply when you make a payment through the BPAY scheme with Hay.





7.1.2 Using the BPAY scheme

- i. When you instruct us to make a BPAY payment, you must provide us with the following information in the Hay app
 1. the account from which the BPAY payment is to be debited
 2. the BPAY biller code of the biller to be paid;
 3. the amount of the BPAY payment;
 4. the biller customer reference number; and
 5. the date you wish to make the payment.
- ii. You acknowledge and accept that we are not obliged to make a BPAY payment if you fail to provide all of the information in clause 7.1.2.i or provide inaccurate information.
- iii. If the information in clause 7.1.2.i is successfully provided, we will debit the specified account with the amount of that BPAY payment on the date you have provided when setting up the payment.
- iv. We will not make the BPAY payment if there are insufficient funds in the specified account for the date you have instructed us to make that payment.
- v. a biller fails to comply with its obligations under the BPAY scheme.





7.1.3 Incorrect payment amount to a biller

- i. If you believe that you have made a mistake in a BPAY payment, you must contact us as soon as possible so that we can identify and assess the transaction.
- ii. If you discover that you have instructed us to make a payment to a biller for an incorrect amount:
 1. if the amount you instructed us to pay is greater than the required amount, contact the biller directly for a refund; or
 2. if the amount is less than the required amount, you should make a further BPAY payment to the biller for the difference.

7.1.4 Biller unable to process a payment

If we are notified that your BPAY payment cannot be processed by a biller, we will notify you and credit your account for the amount of the BPAY payment.

7.1.5 Suspension of BPAY

If at any time in the future continued use of the BPAY service may cause loss to you or Hay or we elect to not continue with the service, we may;

- suspend or cancel your right to use BPAY in relation to a particular Biller; and
- suspend or cancel your registration to use BPAY without prior notice.





7.1.6 Processing Times

BPAY payments made on a Saturday, Sunday or Public Holidays are processed on the next business day. BPAY payments may take longer if the biller does not process a payment as soon as they receive its details.

7.1.7 Liability for mistaken payments, unauthorised or fraudulent transactions

- i. You must notify us immediately if:
 1. you become aware that you may have made a mistake (except in relation to the BPAY payment amount - see clause 7.1.3) when instructing us to make a BPAY payment;
 2. you did not authorise the BPAY payment from your account;
 3. you believe the BPAY payment was not processed as per your instructions (including delays);
 4. you think you have been fraudulently induced to make a BPAY payment.
- ii. We will attempt to rectify any issues with your BPAY payment in the way described in this clause. If a BPAY payment is made on your account without your knowledge or consent, liability for that unauthorised BPAY payment will be determined in accordance with clause 9. Otherwise, except as outlined in this clause, we will not be liable for any loss or damage you suffer as a result of using the BPAY scheme.
- iii. If a BPAY payment is made to a person or for an amount that is not per your instructions and your account has been debited with the amount of that payment, we will credit that amount to your account. However, if you were responsible for a mistake resulting in that payment, you must pay Hay that amount, and you authorise us to debit that amount from your account.





- iv. If a BPAY payment is made in accordance with a payment direction which appeared to us to be from you or on your behalf, yet you did not give authority, we will credit your account with the amount of that unauthorised payment. However, you must pay us the amount of that unauthorised payment, and you authorise us to debit that amount to your account.
- v. If a BPAY payment is induced by the fraud of a person involved in the BPAY scheme, you must bear that loss (and you authorised us to debit that amount of the fraud induced payment to your account) unless some other person involved in the BPAY scheme knew of the fraud or would have detected it with reasonable diligence, in which case we will attempt to obtain a refund for you of the fraud induced payment.
- vi. If a BPAY payment you have made falls within the type described in clause 7.1.7(iii) as well as clause 7.1.7(iv) or 7.1.7(v), then we will apply the principals set out in clause 7.1.7(iv). If a BPAY payment you have made falls within both the types described in clauses 7.1.7(iii) and 7.1.7(v), then we will apply the principles set out in clause 7.1.7(v).
- vii. If you tell us that a BPAY payment made from your account is unauthorised, you must first give us your written consent addressed to the biller who received that BPAY payment, consenting to us obtaining from the biller information about your account with that biller or the BPAY payment, including your customer reference number and such information as we reasonably require to investigate the BPAY payment. We are not obligated to investigate or rectify any BPAY payment if you do not give us this consent. If you do not give us that consent, the biller may not be permitted under law to disclose to us information we need to investigate or rectify that BPAY payment.





- viii. You indemnify us against any loss or damage we may suffer due to any claims, suits, demands or action of any kind brought against us arising directly or indirectly because you:
- did not observe your obligations under these BPAY conditions; or
 - acted negligently or fraudulently in connection with the other terms and conditions of your account.
- ix. We are not liable for any consequential loss or damage you suffer as a result of using the BPAY scheme, other than loss or damage which is due to our negligence or a breach of any condition or warranty implied by law which cannot be excluded, restricted or modified at all or only to a limited extent.

7.2 PayID

Making and receiving NPP Payments using PayID

7.2.1 The PayID service is the NPP Payment addressing service that enables payers to make NPP Payments to payees using an alternative identifier instead of Account details.

7.2.2 Before You can create Your PayID to receive NPP Payments into Your Account, You have to satisfy us that You either own or are authorised to use Your chosen PayID and You have an eligible Account.

7.1.3 Whether You choose to create a PayID for Your Account or not, You may use a payee's PayID to make particular types of NPP Payments to the payee from Your Account provided that:





- a) We and the payee's financial institution support the NPP Payment service; and
- b) the payee's account is able to receive the particular NPP Payment; and
- c) the PayID is not locked.

7.2.4 For terms of:

- a) how PayID may be used for particular NPP Payment services, Your obligations to input correct PayID details and to check the payee's PayID Name before sending an NPP Payment see clause 5a 'Transferring funds to and from Your account'; and
- b) Your rights in relation to the investigation and recovery of Mistaken Payments, Misdirected Payments and unauthorised (including fraudulent) NPP Payments, see clause 9 "Responsibility for Mistaken or Unauthorised Transactions"

Choosing a PayID and PayID Name

7.2.5 You may register the following PayID Types against Your Account:

The mobile phone number or email address linked to your Hay Card and Account.

7.2.6 You may create a PayID as long as it is a supported PayID Type.

7.2.7 You must satisfy us that You own or are authorised to use Your chosen PayID before You can use it to receive NPP Payments. This means We may ask You to provide evidence to establish this to Our satisfaction.





7.2.8 Depending on the policy of a payer's financial institution, Your PayiD Name may be displayed to payers who send NPP Payments to you. At the same time You create Your PayiD, We will select a PayiD Name for display to payers based on your First and Surname.

7.2.9 We will not permit selection of a PayiD Name that is likely to mislead or deceive a payer into sending You NPP Payments intended for another payee, or which for any reason is inappropriate.

Creating Your PayiD

7.2.10 You can create a PayiD for receiving NPP Payments via the Hay App. We will not create a PayiD for You without Your prior consent.

7.2.11 You may choose to create more than one PayiD for Your Account.

7.2.12 Once a PayiD is created and linked to Your Account, it may not be used in relation to any other account with us or with any other financial institution. See section 'Transferring Your PayiD to another Account' on transferring PayiDs.

7.2.13 The PayiD service does not support duplicate PayiDs. You will not be permitted to create a PayiD for Your Account which is identical to another PayiD in the service. You can contact us to discuss duplicate PayiDs via the Hay App. We cannot disclose details of any personal information in connection with duplicate PayiDs.





Transferring Your PayID to another Account

7.2.14 You can transfer Your PayID to another account with us, or to an account with another financial institution by deactivating your PayID in the Hay App and then setting up the PayID at another financial institution.

7.2.15 A transfer of Your PayID to another account with us will generally be effective immediately, unless We notify You otherwise.

7.2.16 A transfer of Your PayID to another financial institution is a two-step process initiated by You and completed by that financial institution. First, ask us to put Your PayID into a transfer state and then complete the transfer via Your new financial institution. Until the transfer is completed, NPP Payments to Your PayID will be directed to Your Account with us. If the other financial institution does not complete the transfer within 14 days, the transfer will be deemed to be ineffective and Your PayID will remain with Your Account. You can request transfer of Your PayID at any time.

7.2.17 A locked PayID cannot be transferred.

Transferring Your PayID from another Financial Institution to Your Account

7.2.18 To transfer a PayID that You created for an account with another financial institution to Your Account with us, You will need to start the process with that financial institution.

Closing a PayID

7.2.19 Closing a PayID means it is removed from the PayID service, and unable to be used for NPP Payments.





7.2.20 To close Your PayiD, switch your toggle to 'off' in the Hay App.

7.2.21 You must notify us immediately if You no longer own or have authority to use Your PayiD.

Locking and Unlocking a PayiD

7.2.22 Locking a PayiD means We have temporarily disabled it in the PayiD service.

7.2.23 We monitor PayiD use to manage PayiD misuse and fraud. You acknowledge and consent to us locking Your PayiD if We reasonably suspect misuse of Your PayiD or use of Your PayiD to procure NPP Payments fraudulently.

7.2.24 Requests to unlock a locked PayiD may be made by contacting the Hay Help team via the Hay App.

NPP Payments

7.2.25 We will ensure that Your PayiD and Account details are accurately recorded in the PayiD service.

7.2.26 Where We and the sending financial institution determine that an NPP Payment made to Your Account is either a Mistaken Payment or a Misdirected Payment, We may, without Your consent, and subject to complying with any other applicable Terms, deduct from Your Account, an amount up to the original amount of the Mistaken Payment or Misdirected Payment. We will notify You if this occurs.





Privacy

7.2.27 By creating Your PayiD You acknowledge that You authorise:

- i. Us to record Your PayiD, PayiD Name and Account details (including full legal account name and PayiD Record) in the PayiD service; and
- ii. NPP Participants which are payers' financial institutions to use Your PayiD information for the purposes of constructing NPP payment messages, enabling payers to make NPP Payments to you, and to disclose Your PayiD Name to payers for NPP Payment validation; and
- iii. To the extent that the creation and use of the PayiD Record constitutes a disclosure, storage and use of Your personal information within the meaning of the Privacy Law, You acknowledge and agree that You consent to that disclosure, storage and use.

08 Security

(a) Protecting your important information

It is important you keep your Device, Hay App, Card information, PIN and Passcode secure.

You must not:

- unnecessarily disclose the Card number on your Card
- write a PIN or Passcode down either on the Card or on something you carry with the Card
- share your PIN or Passcode with any other person
- allow another person to register their Biometric details on your Device





(b) Protecting your important information

If you believe your physical Card is lost (and there's a chance you'll find it) you can Freeze your Card in the Hay App so that it cannot be used. While the physical Card is Frozen you can continue to use your Card with Apple and/or Google Pay and make payments from your Account. If you locate your Card, you can Unfreeze it in the Hay App. If you cannot locate your Card, you must report this immediately via the Hay App and mark your card lost or stolen.

(c) What to do when you suspect your Card or Account has been compromised:

Where you think a transaction is Unauthorised, is otherwise incorrect or someone else has access to your Account, Card, Device, PIN or Passcode, you must report this immediately via the Hay App and mark your card lost or stolen.

(d) Confirmation of Payee

What is the Confirmation of Payee

Confirmation of Payee allows financial institutions to undertake a matching process on account details when their customers (payers) are making an outbound payment using a BSB and account number for the recipient of that payment.

It is intended to assist customers by letting them see more details about where they are paying their money to before making a payment, thereby reducing mistaken payments, and potential loss due to a fraud or scam.





While we do not currently offer this service, other financial institutions may provide it to their customers. As a result, your Account details may be used and shared for Confirmation of Payee purposes.

How it works

When a customer at another financial institution enters your Account Name, BSB and Account Number to make a payment, Confirmation of Payee will check the details entered to “match” the details We hold for your Account.

The paying customer will be able to see the result of the matched record (which may include your name), which enables them to choose whether to proceed with the payment (details match), to pause and check the details again, or to stop the payment (details do not match).

Match	Means the details the payer has entered match your Account records. Your Account name details will be displayed.
Close Match	Means the details the payer has entered closely match your Account records. Your Account name details will be displayed.
No Match	Means that the details the payer entered do not match your account. Your Account name details will NOT be displayed.
Error	The Confirmation of Payee service could not confirm the Account details the payer has entered. Your Account name details will NOT be displayed.





What information you should share to receive a payment from someone else

To receive money from someone else without any potential delays, you should share the name, BSB and Account number for your Account.

Opting out of Confirmation of Payee

Eligible Accountholders may request to opt-out of the Confirmation of Payee service.

This means your Account name and match outcome will not be displayed to payers and could impact the likelihood of the payer proceeding with the payment.

Even when you opt-out of the Confirmation of Payee service, you acknowledge and authorise Us to confirm, disclose, store and use your Account details through the Confirmation of Payee service to government agencies for the purposes of making a payment to you by government agencies.

CoP Acknowledgement

You acknowledge and authorise:

- i. Us to use and disclose your Account details in the Confirmation of Payee service; and
- ii. Payers' financial institutions to use your Account details for the purposes of the Confirmation of Payee service; and
- iii. Us to confirm, disclose, store and use your Account details through the Confirmation of Payee service to government agencies for the purposes of making a payment to you by government agencies





09 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 card schemes (like Visa) that we deal with so it is important to let us know as soon as possible after you become aware of a disputed transaction.

If you suspect that the security of your Hay Account and or Hay Card has been compromised, you may want to Freeze your Hay Account and Hay Card to avoid continued unauthorised use.

(a) Mistaken payment

Where you make a mistake when making a payment, you must inform us as soon as you realise that a mistaken payment was made. You must provide us with sufficient details of the transaction so we can try and trace it. 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.

If We are reasonably satisfied that funds were paid into your account by mistake, through unauthorised





activity, or due to fraud, and your account has a sufficient balance, We may debit your account for the amount received and return it to the payer without prior notice.

(b) 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.

(c) Lost, stolen Hay Card or compromised PIN

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 HayHay 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.
- there was an unreasonable delay in reporting any unauthorised or mistaken payments.





10 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.

11 Changing the status of your Card or Account

(a) Account holder instruction to close Account

You can provide instructions to close your Card or Account via the Hay App. All transactions, including any fees or charges owing on your Account must be settled and the balance brought to \$0, before we can close your Account.

(b) When we can Block or close your Card and/or Account

We may close your Card and/or Account after giving you reasonable notice.

In some circumstances, at our discretion, we may Block or close your Card and/or Account without notice, if:





- If we have concerns about its security or if we suspect your Card or Account has been compromised
- If we become aware that you haven't complied with these Terms
- If we are required to by applicable laws
- If we suspect that your Card or Account are being used for illegal activity
- To manage any risk
- If we reasonably consider that a transaction is fraudulent, in breach of the AML Act, or if we have concerns regarding money laundering or terrorism financing risk.
- If we reasonably consider you are engaging in conduct that is:
 - coercive or controlling behaviour to limit a person's access to or use of funds
 - making profane, derogatory, discriminatory or harassing comments to any person
 - making or promoting threatening or abusive language to any person
 - making or threatening physical or psychological harm to any person





Where possible, we will inform you why we have suspended or closed your Card and/or Account, however, in some cases, our legal obligations may prevent us from providing this information, and our failure to inform you of the reasons does not constitute a breach of these Terms.

Hay is not responsible for any loss that arises where we Block or Cancel your Card and/or Account.

(c) If we cancel your Card and Account:

- You must pay any outstanding fees or charges owed to us.
- We may need to wait for all pending transactions to be processed and for your account balance to reach \$0 before We can close your account.
- If there is a credit balance remaining, We will take reasonable steps to return it to you.
- You will no longer be able to use your Card or Account.
- You remain responsible for any transactions that occur on your Card or Account (including outstanding Card transactions), even after cancellation.

12 Responsibilities and boundaries

Hay is responsible for issues that occur due to our error. This includes instances where your Card or Account is incorrectly debited because of our mistake. However, we are not responsible for issues outside of our control, such as:





- When a Merchant does not accept your Card;
- Delays or interruptions not caused by us;
- Transactions that cannot be processed despite our reasonable precautions;
- Disputes between you and the supplier of goods or services Purchased with the Card or Account.

To the extent permitted by law and Visa scheme rules, Hay's maximum liability is the value of a transaction processed due to our error. For other issues that Hay may be responsible for, our liability is limited to the amount of your Available Balance.

13 Complaints

If you have a complaint relating to the Card or Account or the or the financial services we have provided to you, you can make a complaint to Hay or to the independent complaint handling body, AFCA.

If you have a complaint, please contact us in the first instance.

Hay can be contacted via:

8am - 6pm, Monday to Friday

Available in Hay App chat in Help menu

or complaints@hellohay.co

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

We will acknowledge your complaint within 1 business day and respond within 30 calendar days.

If we cannot complete our investigation within 30 calendar days, we will let you know why before the 30 calendar days lapse.





It's important you raise your concerns with Us first before going to AFCA, as AFCA will generally encourage this before they will deal with a complaint matter.

The contact details for AFCA are:

Mail: GPO Box 3, Melbourne, VIC 3001

Phone: 1800 931 678 (free call)

Email: info@afca.org.au

Website: www.afca.org.au

Further information about the process can be found in the Hay Card and Account PDS, or in the Financial Services Guide.

14 Applicable Laws

Anti-Money Laundering and Counter Terrorism Finance (AML) laws

You As the Issuer of the Card and Account, Hay must comply with the Anti-money Laundering and Counter-terrorism Financing Act 2006 (Cth) (AML Act) and its related Rules.

There are several obligations under the AML Act which We must comply with including know your customer requirements – this is why We require you to provide evidence of who you are and where you live.

What happens if you do not consent to have your identity verified

If you do not provide your consent for the DVS to conduct the verification of your identity document, we may not be able to validate your identity. If we cannot complete your identity verification, we may not be able to provide you with the product and services you are seeking from us.





Notifying changes to your details

You must let Us know as soon as possible when any of your details change. You can update your information through the Hay App.

If you have any issues with making changes to your details, please contact Us for assistance.

What happens when we have a concern about a transaction

Hay is committed to protecting you and your monies from fraud and scam activities.

Where we reasonably consider that a transaction is fraudulent or may breach the AML Act, we may need to delay or refuse transactions or Block or close your Card and Account. We must Block the Card and Account until we can verify or re-verify your identity.

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 or Blocked the Account. However, in some instances our legal obligations will stop us from being able to tell you and failing to inform you of the reasons is not a breach by us.

15 Privacy

Privacy Statement

We are committed to complying with the Privacy Act 1988 and its accompanying Australian Privacy Principles.

Our Privacy Statement can be found at hellohay.co/privacy, or you can request a copy of the Statement at any time, and we will email or mail a copy to you.





The Privacy Statement sets out the details about how We manage your personal information, including how and why we collect that information, when We might need to disclose and use that information, and how We stored and handle your information.

Hay and its related body corporates (We, Us, our) collect your personal information to provide you with products and services and to provide assistance and support to you.

We may share your personal information with members of our Group of companies (including members of our group outside Australia), our Business Partners (who help us provide our products and services to you), and all of them may share your personal information with us.

The Privacy Statement sets out:

- why we collect your personal information
- the consequences if you don't provide your personal information to us
- the other parties we need to disclose your personal information to and why, including when that information is disclosed outside of Australia
- how to access your information and ask for correction of your personal information; and
- how to make a complaint if you believe we have breached our obligations in respect of your personal information and how we will deal with such a complaint.

The Statement also provides details about our procedures and processes to protect your information, including technology and operational activities We use to secure that information.





If you have any questions or need to speak to us about how your information is handled or about our Privacy Statement, you can contact us at:

Hay Limited - Privacy Officer

Email: privacy@hay.co

Phone: 1800 592 323

Mail: PO Box 772, Surry Hills NSW 2010

16 How we tell you about changes

Change	Minimum Notice Period (Calendar Days)
Changes to Terms and Conditions or the PDS	No later than the day of the change. For material or unfavourable changes, 30 days
Introduce, remove or change limits	30 Days *Unless for security or financial integrity reasons the change needs to be enacted immediately
Introduce a new fee or increase an existing fee	30 Days





We may give notices to you in the following ways:

- Published to the Hay App or Hay website, notifying you that we have done so (including, but not limited to, by SMS or Push Notification to the Hay App)
- Sent by email to the email address to the we hold on file for you;
- Sent by post to the address we hold on file for you
- Delivered by any other means permitted by law

If you keep using your Card and/or Account after the notice of change is posted and the change becomes effective, you will be bound by the amended Terms. If you no longer wish to continue using the Card and Account under the updated Terms, you can request closure of your Card and Account.

17 Governing law

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

18 Meaning of words

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

- **Account or Hay Account** means the digital account that is linked to your Card and issued by Hay Limited. The Account is not a bank account.
- **Accountholder** means the person or entity in whose name a virtual account is held by Hay





- **ATM withdrawal** means removal of physical cash from your Account through an Automatic Teller Machine (ATM).
- **Available Balance** means the total dollar value that is available in your Account at a particular point in time which you can view by using the Hay App and access through your Card or Account.
- **Apple** means Apple Pty Limited ABN 46 002 510 054 and its related bodies corporate and affiliates.
- **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. Apple Pay is a registered trademark of Apple Inc.
- **Block** means a temporary status Hay or Hay has applied to an Account or Card to prevent transactions from being processed. Only Hay or Hay can remove a Block.
- **Card or Hay Visa Prepaid Card** means the Prepaid Visa Card which Hay Limited issues to you for use wherever Visa Cards are accepted.
- **Cardholder** means the person to whom a Card is issued by Hay.
- **CoP or Confirmation of Payee** means a product provided by Australian Payments Plus that is used by initiating and receiving financial institutions to “match” details used by a payee to reduce mistaken payment, fraud and scam risks.
- **Contactless Transaction** means a transaction where a contactless-enabled Card or Device is used to make a payment by tapping it near a contactless-enabled terminal, without the need to insert the Card.





- **Chargeback** means the process established by Visa in which a Cardholder challenges a transaction made via their Card.
- **Device** means any equipment (electronic or otherwise), or artefact designed to be used to access your Card or Account.
- **Direct Debit** is a payment method that allows an Accountholder to authorise a company to automatically withdraw funds from your Account on a scheduled basis. Direct Debits must be formally removed by the Accountholder and the company they established the authority with.
- **Disputed Transaction (or a Dispute)** means a Card or Account transaction that the Accountholder is claiming is illegitimate in some way. For an Account transaction Dispute, the process to lodge and assess this claim is established by the New Payments platform (NPP) and Direct Entry (DE).
- **Freeze** means a temporary status placed on a Card which results in all transactions processed using the physical Card number being prevented until the Freeze is removed.
- **Google Pay** means the mobile wallet service provided by Google that enables you to make Google Pay payments. Google Pay® is a trademark of Google LLC
- **Hay** means Hay Limited ABN 34 629 037 403 Australian Financial Services Licence No. 515459 (also referred to as We or us).
- **Hay App** means the mobile application that operates and supports the Card and Account
- **Issuer** means Hay Limited ABN 34 629 037 403 Australian Financial Services Licence No. 515459 as the Issuer of both the Card and Account.





- **Merchant** means authorised vendors who can accept and process Visa Card transactions
- **Passcode** means a code you choose to protect access to the Hay App, or your Device, or any other password or code We provide to you (for example, to help you log in to your Account or authorise a transaction)
- **Pay Anyone** means a payment from your 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.
- **PayID** means the name of the service that enables direct payment through an identifier so you can send or receive payments to a PayID without the need to remember BSB and account numbers.
- **PIN** means the personal identification number used to protect access to your Card which is created by you
- **Purchase** means payment made using a Card to acquire goods or services from a Merchant.
- **Terms and Conditions (Terms)** means the detail and rules that apply to the opening, fulfilment and use the Card and Account.
- **Unauthorised Transaction** means a transaction which is carried out without your knowledge and consent.
- **Visa** means Visa Worldwide PTE Ltd.
- **We, us** means Hay





Annexure glossary:

BPAYY

- **BPAY** means BPAY Group Holding Pty Ltd (ABN 44 626 481 525) - which consists of BPAY Group Pty Ltd (ABN 60 003 311 644) and BPAY Pty Ltd (ABN 69 079 137 518) - manages the BPAY® bill payment service which allows customers to make bill payments through their financial institutions online banking service.

PayID

- **Account** means Your account with Us.
- **Misdirected Payment** means an NPP Payment erroneously credited to the wrong account because of an error in relation to the recording of the PayID or associated account information in the PayID service.
- **Mistaken Payment** means an NPP Payment, made by a payer which is erroneously credited to the wrong account because of the payer's error.
- **NPP** means the New Payments Platform operated by NPP Australia Limited.
- **NPP Payments** means payments cleared and settled via the NPP.
- **PayID** means the identifier You choose to use to receive NPP Payments.
- **PayID Name** means the name We give You or the name selected by You (with Our approval) to identify You to Payers when Your PayID is used to make an NPP Payment.
- **PayID service** means the central payment addressing service which is available for addressing NPP Payments.





- **PayID Type** means the type of identifier You select for receiving NPP Payments.
- **Privacy Law** means the Privacy Act 1988 (Cth) and regulations made under the Act.
- **We, us and Our** means Hay
- **You and Your** means a person who, at the time a PayID service is provided, is an individual that is Our customer.



Issued by Hay Limited

ABN 34 629 037 403
AFSL no. 515459

Hay® is a registered trade mark

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