

1derful Terms

Last updated: 15 Dec 2021

PART A – HIGHLIGHTS

1. Welcome

This document, including this Part A and the Schedules, sets out the terms and conditions for:

- 1derful App (**App**) – [Part B](#);
- 1derful Pay Now Pay Later (**PNPL**) Products – [Part C](#) and [Schedule 1](#);
- Apple Pay Terms and Conditions – [Part C section 3](#) and [Schedule 2](#);
- Google Pay Terms and Conditions – [Part C section 3](#) and [Schedule 3](#);
- 1derful's Privacy Policy and Collection Statement – [Schedule 4](#),

together with any additional terms and conditions we introduce relating to products or services we offer you, which you accept, from time to time (together, **1derful Terms**). The definitions for these 1derful Terms are set out in [Schedule 5](#) unless specified otherwise.

Each person (**you**) who downloads the App confirms you have read and accept the 1derful Terms, accepts our offer for credit of \$200 under our PNPL Product, and enters into a binding agreement with 1derful Pty Ltd ABN 30 636 589 538 (**1derful**) (**us/we/our**).

Our App and PNPL Product allows you to buy goods, or acquire services, offered in-store or online by Retailers using your Card. When you do so, you have the option to select:

- our “Pay Now Service”: your purchases through your Card will be automatically repaid with your linked external bank account or (debit) card; or
- our “Pay Later Service”: your purchases through your Card will be payable in accordance with the agreed Payment Schedule.

As part of our PNPL Product offering, you will be allocated our PNPL Product, and the Account Limit relating to it once your Account is created. Upon successfully creating your account, a Virtual Card will be issued to you.

For further details see [Part C](#) and a summary below:

Account Limit	\$200 automatically upon downloading the App and your identity being verified and your Nominated Payment Source linked to the Account. Up to \$2,000 if you link to your Nominated Payment Source and meet our credit approval criteria.
Maximum Repayment Term	62 days per Order.
Fees and Interest	No interest is payable. No fee is payable.
Eligibility	When you download the App and are identified, you automatically receive an Account Limit of \$200 and your Nominated Payment Source linked to the Account. When you connect to your Nominated Payment Source you can receive up to \$2,000 Account Limit (see Part C clause 6.3).

2. Changes to the 1derful Terms

2.1 We may amend the 1derful Terms

Acting reasonably, we may amend the 1derful Terms at any time for any reason to protect our legitimate interests and in accordance with each set of terms. Reasons might include, for example, if we remove or change the functionality of any Account or any of our Products, cease offering any Account or any of our existing Products, introduce new products, as required by law or regulation or as required by a third party (for example, MasterCard, Apple and Google.)

2.2 We will typically provide you notice of any change

We will generally provide you no less than 30 days' notice of any change to the 1derful Terms in writing or by way of electronic communication, notice in the media, notice on our website or Platform or by any other method permitted by law or regulation of any amendment pursuant to clause 2.1, unless:

- (i) the change is outside our control, except to the extent such notification is otherwise required by law or regulation;
- (ii) the change is required by law or regulation to take immediate effect, in which case the change will take effect immediately; or
- (iii) a change is to an interest rate or other variation subject to market fluctuations or external references.

2.3 What if you do not agree with the changes?

If you do not agree with the changes, you may close your Account in accordance with Part C clause 11.

3. Contact us

You may contact 1derful in respect of the App or Products, including to update any personal information that we have about you, at:

Phone: 0429 005 772

Email: hello@1derful.com.au

Post: 1/7 Hudson Street, Redfern 2016 NSW

PART B – APP TERMS OF USE

This licence in Part B of the 1derful Terms is for the provision of the App available for free download from the Apple App Store, Google Play Store and Microsoft Store (each, a **Store**), and is between the person who downloads the App (**you**) and 1derful.

1. General terms

Capitalised terms in this licence have the meaning set out in Schedule 5 of the 1derful Terms. The following terms apply to your 1derful App:

- 1.1 **License terms:** The App is licensed, not sold, by 1derful to You for use only under the terms of this license. 1derful reserves all rights not expressly set out in this license.
- 1.2 **Use of App:** The App allows You to: (i) sign up for an Account by providing personal information, including uploading identity documents; (ii) log in to Your existing Account and check details; and (iii) view all purchases made on the 1derful MasterCard (iv) elect whether to pay for a purchase out of Your debit (i.e. “pay now”) or credit (i.e. “pay later”) funds using the 1derful MasterCard (collectively, the Services).
- 1.3 **Viruses:** While 1derful endeavours to ensure that the App is free from viruses and other harmful code, this cannot be guaranteed.
- 1.4 **License restrictions:** This license does not allow you to: (i) use the App on any device that you do not own or control; (ii) make the App available over a network where it could be used by multiple devices at the same time; (iii) rent, sell, redistribute or sublicense the App or any information within the App; (iv) copy or adapt (except as permitted by this license or the terms of a relevant Store), decompile, reverse engineer, disassemble or attempt to derive the source code of the App; (v) violate any applicable laws; (vi) distribute viruses, corrupted files or any other similar software or programs; or (vii) collect or store personal data about other users. You also acknowledge that your use of the App through any Apple, Android or Microsoft device may be subject to additional terms and privacy and other policies of third parties.
- 1.5 **Username and password:** You agree to take all reasonable steps to prevent unauthorised use of the App or disclosure of any personal information within the App. 1derful is not responsible for any loss suffered from such disclosure.
- 1.6 **Intellectual property rights:** 1derful is the owner or the licensee of the intellectual property rights in the App, including the layout, all graphic design elements, underlying code and any text, graphics, photographs, images, sounds, video, illustrations, data, files, other information and software. You agree not to use intellectual property rights except as permitted under this license.
- 1.7 **Connectivity:** You are responsible for the internet connectivity required for the App, including for uploading data and any charges from your mobile service provider.
- 1.8 **Privacy:** 1derful takes the privacy of its users seriously, and will collect and use personal information in accordance with its Privacy Policy at [Schedule 4](#).
- 1.9 **Third party content:** Any third party services, content or sites are provided solely as a convenience and 1derful will not be liable for any loss or inconvenience caused by a failure of the third party services, content or sites.
- 1.10 **Compatibility:** The App may not be compatible with certain devices and operating systems.
- 1.11 **Upgrades:** We may upgrade the App at any time. This may change the associated minimum operating system requirements.

- 1.12 **Liability:** Your use of the App is at your own risk and 1derful will not be liable if something goes wrong, unless you are entitled to a remedy under applicable law (e.g. under the Australian Consumer Law).
- 1.13 **Access:** We may change or remove your access to the App at any time without notice to protect our legitimate interests and 1derful will not be liable for any loss or inconvenience suffered by you.
- 1.14 **Termination:** Your rights under this license will terminate automatically if you fail to comply with any term(s) of this license. Upon termination, you agree to cease use of the App.
- 1.15 **Amendments:** 1derful may change this license at any time to protect our legitimate interests and, where possible, will notify you of any significant changes via the relevant Store. By continuing to use the App after any changes are published, you agree to be bound by them.
- 1.16 **Unenforceability:** This license is subject to applicable law, and if any part of this license is held to be unenforceable, the unenforceable part is to be removed and the remainder will continue to be valid.
- 1.17 **Governing law:** This licence is governed by the laws and jurisdiction of New South Wales, Australia.

2. Additional terms

2.1 Apple Store

For users of the Apple Store, the following additional terms apply:

- (i) **Acknowledgment:** 1derful and you acknowledge that this license is between 1derful and you only, and not with Apple or any other person. Subject to the terms and conditions of this license, 1derful, not Apple, is solely responsible for the App and the content of the App.
- (ii) **Scope of license:** The license granted to you by 1derful is limited to a non-exclusive, non-transferable license to use the App on the Apple-branded device that you download it to and is subject to the "Usage Rules" set forth in the [Apple Media Services Terms and Conditions \(Usage Rules\)](#). If applicable, the App may be accessed and used by other accounts via Family Sharing or volume purchasing. If there is any conflict between this license and the Apple Media Services Terms and Conditions, the conflict will be resolved by giving priority to the Apple Media Services Terms and Conditions.
- (iii) **Maintenance and support:** Apple has no obligation to provide any maintenance and support services to the App. You may report defects or performance issues related to the App to 1derful via the details listed above. 1derful may address significant defects and performance issues that we determine have a substantial impact on the operation of the App for all users.
- (iv) **Warranty:** 1derful, not Apple, is responsible for addressing any claims by you or any third party relating to the App, or of your possession or use of the App, including: (A) product liability claims; (B) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (C) any claims arising under consumer protection, privacy or similar legislation. In the event of any third party claim that the App or your use of the App infringes that third party's intellectual property rights, 1derful, not Apple, will be solely responsible for the investigation, defence, settlement and discharge of the intellectual property infringement claim. If the App fails to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price (if any) for the App to you. To the maximum extent permitted by applicable law, Apple will have no other warranty obligation with respect to the App. 1derful will be solely responsible for all other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty obligation.
- (v) **Legal compliance:** You represent and warrant that: (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.

- (vi) **Developer name and address:** Any questions, complaints or claims with respect to the App should be directed to the contact details listed above.
- (vii) **Third party terms:** You agree to comply with any applicable third party terms when using the App (e.g. any agreement with your mobile provider). You also acknowledge that your use of the App through any Apple-branded device may be subject to additional terms or privacy policies of third parties.
- (viii) **Third party beneficiary:** Apple, and Apple's subsidiaries, are third parties to this license, and your acceptance of this license will give Apple the right to enforce this license against you.

2.2 Google Play

For users of the Google Play Store, the following additional terms apply:

- (i) **Acknowledgment:** 1derful and you acknowledge that this license for the App is solely between 1derful and you, and not with Google or any other person. Google will not be responsible for, and will not have any liability, under this license.
- (ii) **Scope of license:** The license granted to you by 1derful is limited to a non-exclusive, worldwide and perpetual license to perform, display and use the App on the device that you download it to and is subject to any applicable Google terms governing your use of the App (including the [Google Play Terms of Service](#) and the [Google Play Developer Distribution Agreement](#)). To the extent that this license conflicts with the Google Play Developer Distribution Agreement, the Google Play Developer Distribution Agreement will supersede this license.
- (iii) **Maintenance and support:** Google will have no responsibility to undertake or handle support and maintenance of the App and any complaints about the App. You may report defects or performance issues related to the App to 1derful via our contacts details listed above.
- (iv) **Use of Google Play:** In order to continually innovate and improve Google Play, related products and services, and your experience across Google products and services, Google may collect certain usage statistics from Google Play and devices including, but not limited to, information on how the App, Google Play, and devices are being used. The data collected is used in the aggregate to improve Google Play, related products and services, and your experience across Google products and services.

PART C – PAY NOW PAY LATER TERMS (PNPL PRODUCT TERMS)

1. Our Agreement

These PNPL Terms set out the terms and conditions of your use of, and access to, our PNPL Product.

Your use of any Products constitutes your acceptance of the 1derful Terms including these PNPL Terms in Part C. By entering into these PNPL Terms with us, you represent and warrant that you are eligible (as described in clause 5.1) to use our Products.

Capitalised terms in this PNPL Terms have the meaning set out in Schedule 5 of the 1derful Terms.

2. Please read this Agreement and our policies carefully

Please read these PNPL Terms carefully, together with each of the 1derful Terms and each other policy on the Platform from time to time (each of which are incorporated into these PNPL Terms), as they impose rules, obligations and other responsibilities on you in respect of your use of our Products. To the extent of any inconsistency between these PNPL Terms and any incorporated policy, the incorporated policy will prevail.

3. Apple Pay and Google Pay

3.2 To register your Virtual Card, you need to separately agree to the [Apple Pay Terms and Conditions](#) and the [Google Pay Terms and Conditions](#) (as applicable).

3.3 You also agree to our additional terms and conditions set out in Schedule 2 (**Apple Pay**) and, Schedule 3 (**Google Pay**) in respect of the use of your eligible 1derful Card with Apple Pay or Google Pay, as applicable.

4. App Terms of Use

4.1 To download, register and use our App, you need to agree to the Apple Store terms and conditions, Google Play Store terms and conditions, and/or Microsoft Store terms and conditions (as applicable).

4.2 You also agree to the additional terms and conditions set out in Part B of the 1derful Terms in respect of the use of our App.

5 Eligibility

5.1 Generally

To be eligible to open and maintain an Account and use our Products, you must:

- (i) be an individual who is at least 18 years old and who is capable of entering into a legally binding contract with us;
- (ii) enter into these PNPL Terms in your personal capacity and not in any other capacity (for example, you must not enter into this Agreement as a sole trader or as a trustee of a trust);
- (iii) provide us with a valid and verifiable email address, Australian mobile telephone number, Australian residential address, and all other know-your-customer information we may request from time to time. This includes providing us details of your driver's licence and passport details through the MasterCard Digital ID Services (for further details of this service and its privacy terms and conditions, please see <https://idservice.com/en/home.html>);
- (iv) capture an image of yourself when prompted to do so by our Platform (or otherwise) so that we can verify you against the know-your-customer information you have provided us;
- (v) use your legal name and true and correct personal details and not use an alias or a false identity;

- (vi) where we deem applicable, meet our credit assessment and approval criteria, including evidence and proof that you are able to fulfil your payment obligations under this Agreement;
- (vii) select a Nominated Payment Source, acceptable to us, to process payments in accordance with this Agreement (see clause 6.3 below); and
- (viii) select your preferred Payment Plan relating to our Pay Later Service (see clause 7.3 below).

5.2 We may make further enquiries

- (i) We reserve the right to, and you authorise us to make, directly or through third parties, any enquiries we consider necessary to verify your identity and to assess your ability to make payments under a Product. This may include us ordering a credit report from a credit reporting body and verifying information you provided against third party databases. We may also require further information to verify your identity or your ability to perform your obligations under this Agreement. You must provide this information to us at any time on request.
- (ii) We retain the right at any time to assess and determine whether to provide or refuse to provide any of our Products to you. We also reserve the right to conduct a pre-authorisation of any of your Nominated Payment Source (see clause 6.4(**Error! Reference source not found.**) for further details) when you make a purchase using our Products.

5.3 Changes to your information or circumstances

- (i) You must notify us immediately where any information you have provided will be or has been untrue or incorrect, including changes to your name, contact details circumstances.
- (ii) You must also tell us everything you think we should be aware of that may affect your ability to comply with these PNPL Terms or the requirements of any Product.

6 Your Account

6.1 Account

- (i) Your Account is the account we set up to record requests that you submit to us from time to time to use a Product. This includes your requests to use a Product to pay for goods or services offered by Retailers.
- (ii) We can only create your Account when you supply all the information we require from you in our Platform. This will include, but is not limited to, eligibility information we refer to in clause 5 above.

6.2 Setting up your Account

You will be required to set up a secure password upon setting up your Account. Once we have created your Account, you will be:

- (i) allocated an initial Account Limit relating to our PNPL Product based on the information you have provided to us; and
- (ii) able to add your Virtual Card to your Apple or Android devices (subject to agreeing to the Apple Pay Terms and Conditions and Google Pay Terms and Conditions, as applicable).

6.3 Nominated Payment Source

To have access to more than \$200 credit to use our PNPL Product, you must provide us details of one preferred Australian debit card issued by Visa or MasterCard (excluding gift cards, credit cards and other pre-paid cards) (**Nominated Payment Source**) acceptable to us, so that we can process payments in accordance with these PNPL Terms. If you would like to change your primary Nominated Payment Source or add any Nominated Payment Source in the future, you can change this any time on your Account through our Platform.

6.4 Virtual Card

- a. When you sign up to the App and PNPL Product, you will be granted a Virtual Card relating to the PNPL Product.
- b. Only 1 virtual Card will be issued under a PNPL Product.
- c. A Card is valid for 3 years from issuance.
- d. If you become aware that a Card is faulty, or the device onto which it has loaded has been lost or stolen prior to its expiry, or if there are any other issues with your Card, please contact us immediately (see Part A clause 3 our contact details).

6.5 Maintaining security of your Account and Card

Your Account and your Virtual Card must only be used by you. It is your responsibility to maintain security of your Account and your Card details. You agree that we have no responsibility for any unauthorised access or use of your Account or any of your Cards. Please refer to our website for further details on keeping your Card and Account safe.

7 Pay Now, Pay Later

7.1 Overview

- (i) Our PNPL Product allow you to buy goods, or acquire services, offered in-store or online by Retailers, using your Card as described in this clause 6.4.
- (ii) As part of our PNPL Product offering:
 - (1) you will be allocated an initial Account Limit relating to our PNPL Product when we create your Account, and:
 - (a) the Account Limit relating to our PNPL Product will be \$200 automatically upon signing up to the App and upon you linking your Nominated Payment Source, and may be up to \$2,000 once you your link your Nominated Payment Source and once your eligibility is assessed (subject to our acceptance);
 - (b) the Maximum Repayment Term you are able to select under a Payment Plan under our PNPL Product is 62 days; and
 - (c) as detailed in clause 8(i) below, there will be no fees or interest charged for our PNPL Product.
 - (iii) All Orders you place with 1derful are subject to our approval. We may (if we consider, acting reasonably and based on our assessment or because of other factors outside of our control, that this is required to protect our legitimate interests) elect not to approve an Order or provide a PNPL Product to you, refuse to convert an Order under a Pay Now Service to a Pay Later Service, or cancel an approved Order before the goods or services are delivered or supplied, including where:
 - (1) the Account Limit has or will be exceeded;
 - (2) we reasonably consider this action necessary in order to:
 - (a) prevent fraud;
 - (b) limit the risk of money laundering or terrorism financing; or
 - (c) otherwise protect us against legal, regulatory or non-payment risk; or
 - (3) you do not pass our eligibility requirements, verifications or checks, including those described in clause 5. We will notify you as soon as practicable if we make this election; and
 - (4) When you use our PNPL Product for any purchase, the transaction is processed as a credit transaction and your Available Balance is reduced by the amount transacted.

7.2 Pay Now Service

- (i) At the time you place an Order with a Retailer using our Pay Now Service:
 - (1) you unconditionally and irrevocably direct and authorise us (or one of our Affiliates) paying the Retailer on your behalf for the relevant goods or services;
 - (2) you agree that you owe us the full Purchase Price we paid on your behalf; and
 - (3) you direct and authorise us to automatically satisfy such amount you owe us from your Nominated Payment Source at the time you make that Order.
- (ii) You agree that once you elect your primary Nominated Payment Method, we are authorised to debit your Nominated Payment Source for the purchase value and the Available Balance will be reinstated.

7.3 Pay Later Service

- (i) At the time you place an Order with a Retailer using our Pay Later Service:
 - (1) you unconditionally and irrevocably direct and authorise to us (or one of our Affiliates) paying the Retailer on your behalf for the relevant goods or services;
 - (2) you agree that you owe us the full Purchase Price we paid on your behalf (plus any Fees applicable to our Pay Later Service); and
 - (3) you direct and authorise us to automatically satisfy such amount you owe us from your Nominated Payment Source as and when they fall due in accordance with the relevant Payment Plan (described in clause 7.3(ii) below) relating to that Order.
- (ii) For each Order you place under our Pay Later Service, you must pay us the full Purchase Price (including any applicable Pay Later Service Fees) by no later than the last day of the Maximum Repayment Term, in the amount(s) and frequency described in your Payment Plan.
- (iii) If, at any time, you do not select, or have not selected, a preferred Payment Plan, the full Purchase Price (including any applicable Fees) for an Order will be payable from your Nominated Payment Source 24 hours after the purchase transaction has settled.
- (iv) Our Payment Plan options are subject to change from time to time. These may include the ability for you to select one or more of the following options (subject to our approval):
 - (1) a schedule of payments over a weekly, fortnightly, monthly or another period.

7.4 Automatic Payments and Repayments

- (i) You irrevocably direct and authorise us to automatically satisfy any monetary liability you owe us relating to an Order made under our PNPL Product from your Nominated Payment Source as and when these amounts are due and payable (**Automatic Payment**). You acknowledge and agree that you are giving us the ability to collect or reverse any payment amounts from or to your Nominated Payment Source in accordance with your Payment Plan and the terms of this Agreement.
- (ii) It is your responsibility to ensure that you have sufficient funds when we make an Automatic Payment. If an Automatic Payment fails, you authorise us to satisfy any monetary liability you owe us by debiting any other Nominated Payment Source you have provided us under our 1derful Platform or set-off the payment amount against any amounts we may owe to you. Where any amounts under an Order are due and payable but remain unpaid, you also authorise us to automatically satisfy any monetary liability you owe us through your Nominated Payment Source on the second, and fourth day from the date that Order was due until such amounts have been fully repaid.
- (iii) Where you have multiple scheduled repayments under each Payment Plan due on the same day, these amounts will be combined into one Automatic Payment for your

convenience (**Combined Amount**). In the instance where you have insufficient funds to repay the full Combined Amount, the amount we received under the Automatic Payment will be applied from your oldest to most recent Payment Plan outstanding.

7.5 Account Limit

- (i) Your Account Limit relating to your Product may be increased in the future with your agreement or at your request, which will be subject to our credit assessment of you our approval and. We may require further information from you as part of this assessment and any approval process.
- (ii) Your Account Limit relating to your Product may be reduced at any time at your request. We may also reduce your Account Limit relating to your PNPL Product at any time, provided that we provide you no less than 30 days' written notice before the reduction takes effect.

7.6 No responsibility for Retailers' products or services

You acknowledge that we do not have any control over, and are not responsible or liable for, the products or services purchased from Retailers paid for with our PNPL Product. We cannot ensure that a Retailer you are transacting with will complete the transaction.

7.7 Refunds

- (i) The availability of a refund for an Order will be subject to the relevant Retailer's return policy. We will continue to process any Automatic Payments on the Relevant Payment Date(s), and you will remain liable to pay us the relevant amounts on the Relevant Payment Date(s), until we receive the refund from the Retailer relating to the relevant Order.
- (ii) Any refunds from purchases relating to the Account will be held by us and used for any current purchases. If no upcoming repayments are scheduled, we will transfer any refunds made to the Nominated Payment Source upon your request. In the event of a partial refund, the relevant amount refunded will be applied to the most recent payment. If the refund is processed to your expired or cancelled card, you will need to obtain the returned funds by contacting your financial institution. Please note that we will not refund any fee that you have already paid in respect of that Order.

8 Fees

Any Fees payable by you for the use of our Products or your Account are set out below:

- (i) PNPL Product – no fees will be charged to you for our PNPL Product.

We may, at our sole discretion, introduce or change any fees or charges, acting reasonably, at any time with notice to you.

9 Interest

No interest charges are payable by you for the use of our Products or your Account.

We may, at our sole discretion, introduce or change any interest charges, acting reasonably, at any time with notice to you.

10 No set-off

You agree to make any payments under these PNPL Terms without any set-off, withholding or reduction.

11 Closing your Account

11.1 How you can close your Account

You may request to close your Account (and terminate your credit card contract) by contacting us directly. You may only close your Account if all amounts owing to us by you (including any Fees and Late Fees) have been paid to and received by us in full.

11.2 When we can close your Account

We may close your Account at any time where:

- (i) we reasonably consider this necessary in order to:
 - (1) prevent fraud and/or protect the integrity of our Platform;
 - (2) limit the risk of money laundering or terrorism financing; or
 - (3) otherwise protect us against legal, regulatory or non-payment risk;
- (ii) you do not pass our verifications or checks, including those described in clause 5;
- (iii) you fail to pay any amount you owe us when they are due and payable;
- (iv) you have breached or we become aware that you are likely to breach any of these PNPL Terms; or
- (v) you make any materially false or misleading representation to us.

If we elect to do this:

- (vi) we may declare that all amounts that you owe us (including any Fees, Late Fees and any payments under the Payment Schedule) to be immediately payable within 14 days.

Other than as set out above, we may close your Account at any time for any reason by providing you with 60 days' prior notice.

12 Communicating with you

- 12.1 You agree that we may contact you to provide you with information or give you any notice or document regarding these PNPL Terms, your Account and/or use of our Products.
- 12.2 These PNPL Terms and any other agreements, notices or other communications regarding your Account and/or your use of our Products may be provided to you electronically.
- 12.3 You agree to receive all communications from us in electronic form. Communications will be posted on our Platform (where permitted under these PNPL Terms) and/or sent to your email address.
- 12.4 We will give you statements of account at quarterly intervals or such shorter intervals as we may decide if required by law. We need not send you a statement of account if the law does not require it.

13 Your rights

You have certain rights at law which cannot be limited or excluded. This includes certain rights under the Australian Consumer Law and the Privacy Act. Nothing in these PNPL Terms limits or excludes those rights, however our liability is limited to the maximum extent permitted by law and regulation. If any provision of these PNPL Terms is or becomes invalid, unenforceable or breaches any mandatory law, regulation or applicable code, then it is deleted and will not affect the remaining parts of these PNPL Terms.

14 No warranty

To the extent permitted by law, we do not:

- 14.1 give any express warranty or guarantee as to the suitability, reliability or availability of our Products, any Orders you make, or the content on our Platform;

- 14.2 give any implied warranties or guarantees; or
- 14.3 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.

15 Limitation of liability

- 15.1 To the maximum extent permitted by law and regulation:
- (1) the 1derful Relevant Entities' (defined in clause 16.1 below) total aggregate liability to you arising out of or in connection with these PNPL Terms and, whether by way of indemnity or statute (to the extent that it is possible to limit such liability), in tort (for negligence or otherwise), or on any other basis in law or equity will not exceed the total value of any affected Order(s), including any payments and Late Fees;
 - (2) a 1derful Relevant Entity will not be liable to you or anyone else for any losses suffered or incurred due to delay in receipt of, or for any lost or misdirected Cards sent to the email address or device you have provided; and
 - (3) a 1derful Relevant Entity will not be liable for any loss or damage which you may incur or suffer as a result of our Products or Platform being unavailable.
- 15.2 You acknowledge that any consumer-related claims you may have in respect of the goods or services purchased from a Retailer will be a matter between you and the Retailer, subject to any obligation on us to process refunds and cancel future payments in accordance with these PNPL Terms and our agreement with the Retailer.

16 Indemnity

- 16.1 To the extent permitted by law and regulation, you agree to indemnify, defend and hold harmless 1derful and its Affiliates and 1derful employees, officers, directors, agents and assignees (**1derful Relevant Entities**), from and against any costs (including any legal fees), expense, damage or loss they directly or indirectly suffer or incur in connection with any claim or demand made by any third party due to or arising out of your breach of these PNPL Terms, or your breach of any law or regulation or of the rights of a third party. If you have more than one account with us, and one is in arrears or there is an amount in any account that may be set-off, you irrevocably request and authorise us to apply funds from any redraw account or set-off account (if applicable) to the account in arrears to clear the arrears to your use of our Products or Platform (**Relevant Claim**).
- 16.2 The indemnity in clause 16.1 above does not apply where the Relevant Claim arises solely as a result of a 1derful Relevant Entity's gross negligence or wilful misconduct.
- 16.3 This clause 16 survives termination of these PNPL Terms.

17 Privacy statement and consent

All information that 1derful and its Affiliates collect about you, including information collected in connection with the verification of your identity, will be collected, used and stored in accordance with our Privacy Policy.

18 Assignment and transfers

We may assign, transfer, novate or otherwise deal with our rights and obligations under these PNPL Terms to any person without your consent and without notice [unless the dealing will detrimentally affect your rights under these PNPL Terms (in which case we will seek your consent prior to assignment, which you must not unreasonably withhold).

You must sign anything and do anything we reasonably require to enable any dealing with these PNPL Terms. Any dealing with our rights or obligations do not change your obligations under these PNPL Terms in any way.

You agree that we may appoint third party collections agencies to collect any amounts owing to us under these PNPL Terms without your consent.

You may not assign, transfer, novate or otherwise deal with your rights or obligations this

these PNPL Terms.

19 What happens if something goes wrong?

19.1 Contact us

If you have a complaint or dispute about our us, these PNPL Terms, the App or any of our Products or services, you can contact us using the details in Part A of the 1derful Terms.

19.2 Resolving your concerns

We take all complaints or disputes seriously and aim to resolve them. In order to assist us with resolving your complaint or dispute, we may need to request additional documentation or information from you. You must provide such documentation and information that is reasonably requested by us as well as provide any other reasonable assistance required by us in resolving the complaint or dispute.

19.3 Independent review

If you are not satisfied with the outcome of your complaint or dispute, you may seek an independent review by referring the complaint or dispute to the:

Australian Financial Complaints Authority (AFCA)

Membership:	80546
Email:	info@afca.org.au
Website:	www.afca.org.au
Phone:	1800 931 678 (free call)
Mail:	Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001

20 Governing law

These PNPL Terms is governed by the law in force in New South Wales, Australia. Each party irrevocably submits to the non-exclusive jurisdiction of courts exercising jurisdiction in New South Wales, Australia.

Schedule 1 – Fees and Interest

Part A Fees – no Fees

Part B Interest – no Interest

Schedule 2 – 1derful Apple Pay terms and conditions

These 1derful Apple Pay Terms and Conditions (set out in this Schedule 2 of your 1derful Terms), the 1derful Terms comprising the 1derful App Terms and Conditions, 1derful Pay Now Pay Later Product Terms and Conditions and 1derful Privacy Policy (all available through your 1derful App), together with any additional terms and conditions we introduce relating to products or services we offer you, which you accept, from time to time, govern your use of your 1derful Virtual Card with Apple Pay.

Capitalised terms in this Schedule have the meaning set out in Schedule 5 of these 1derful Terms.

1. Adding and using your Virtual Card to Apple Pay

You can choose to add your Virtual Card to Apple Pay on supported devices.

We will take steps to verify you before provisioning the Virtual Card to your Apple Pay wallet. For example, we may send a text message to your mobile number with a verification code or request that you verify your identity in the Platform. You must ensure that we have your correct mobile number in order to receive the verification code via text message.

Once you have been verified and your Virtual Card has been added to Apple Pay, you may process Orders with Apple Pay in accordance with this Agreement, including this Schedule. To complete an Apple Pay transaction, you must follow any relevant instructions, for example, you may be required to enter your PIN into the Retailer's payments terminal or enter your mobile phone security credentials (e.g., PIN, passcode or biometric identifier) on supported devices. All Orders made through Apple Pay are subject to this Agreement, including, this Schedule.

When you use Apple Pay, you are accessing your Account and instructing us (i) to deduct the Order from the Available Balance in your Account and (ii) to fulfil the Order in accordance with the Pay Now Service or Pay Later Service selected by you on our Platform. You should always ensure the amount of the Order is correct before completing the Order, as you will be liable for the full amount once the Order is complete. All Orders made using Apple Pay will be processed as a contactless 'credit' transaction.

You can unlink your Virtual Card from Apple Pay by following the instructions on the Apple Pay website or Apple Pay wallet.

Apple Pay is **not** provided by 1derful and we are not liable for the use, functionality or availability of Apple Pay, or any failure or refusal of Retailers to process transactions using Apple Pay.

2. Disclosure of information

We may exchange information about you with Apple, service providers and MasterCard in order for you to add your Virtual Card to Apple Pay and to facilitate Orders you make using your Virtual Card. 1derful's Privacy Policy (located in Schedule 4 of the 1derful Terms) is incorporated into these 1derful Terms and contains information about our collection and handling of your personal information. If you do not agree to this collection, use and disclosure of information, you should not register your Virtual Card for use in Apple Pay.

By using Apple Pay you agree that: (a) Apple can provide us with information, such as your Apple Device details, for purposes including providing customer support, detecting and managing fraud, and to comply with applicable law and regulations; and (b) we can provide Apple, its service providers and card scheme networks with information for the purpose of operating and generally improving Apple Pay.

3. Security requirements

It is your responsibility to secure your supported Device on which the Virtual Card has been registered. This includes ensuring that:

- you always lock your Device and do not leave it unattended;
- assign a Device Passcode to protect your Device;
- keep Device Passcodes secret and secure, do not choose ones that are easily guessed or linked to you (e.g. your date of birth), and not shared them with another person;
- remove any other registered biometric identifier (such as your fingerprints) which is not your own from your Device; and
- when you lose or dispose of your Device, make sure you unlink your Virtual Card from it.

If you fail to comply with any of the above requirements, you are taken to have made any Orders using Apple Pay and you are responsible for the use of your Virtual Card.

For additional security, consider enabling or installing remote wipe functionality in the event your Device is lost or stolen.

You must inform us immediately if you suspect your Virtual Card has been used without your permission or that someone may have access to your Device or know your security credentials or your Device has been lost or stolen.

If your Device is lost or stolen, we strongly recommend that you immediately unlink your Virtual Card from Apple Pay. Instructions to unlink your Virtual Card are available on the 1derful website, the Apple Pay website and the Apple Pay app.

4. Access to your Virtual Card in Apple Pay

We may deny, suspend or terminate your use of the Virtual Card with Apple Pay without notice at any time to protect our legitimate interests, including the following:

- if your Account is locked or closed;
- if you do not have an Available Balance in your Account;
- we reasonably believe it will protect you or us from fraud or other loss or other security purpose;
- if we are directed to by Apple or MasterCard;
- you ask us to suspend or close the Account or Virtual Card;
- we suspend or terminate our arrangements with Apple;
- we terminate our Virtual Card programme;
- where we have reasonable grounds to believe that there is a breach of the law or regulation of Australia or any other country or we are required to by a regulatory body; or
- if in our reasonable opinion it is necessary.

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

Schedule 3 – 1derful Google Pay terms of service

These 1derful Google Pay Terms and Conditions (set out in this Schedule 3 of your 1derful Terms), the 1derful Terms comprising the 1derful App Terms and Conditions, 1derful Pay Now Pay Later Product Terms and Conditions and 1derful Privacy Policy (all available through your 1derful App), together with any additional terms and conditions we introduce relating to products or services we offer you, which you accept, from time to time, govern your use of your 1derful Virtual Card with Google Pay.

By adding your Eligible Card to Google Pay you agree to these 1derful Google Pay Terms and Conditions, the Google Payment Australia Pty Ltd Product Disclosure Statement and the Google Pay Terms of Service.

Capitalised terms in this Schedule have the meaning set out in Schedule 5 of the 1derful Terms.

1. Adding and using your Virtual Card to Google Pay

You can choose to add your Virtual Card to Google Pay on supported devices.

We will take steps to verify you before provisioning the Virtual Card to your Google Pay wallet. For example, we may send a text message to your mobile number with a verification code or request that you verify your identity in the Platform. You must ensure that we have your correct mobile number in order to receive the verification code via text message.

Once you have been verified and your Virtual Card has been added to Google Pay, you may process Orders with Google Pay in accordance with the 1derful Terms, including these 1derful Google Pay Terms up to your available Account Limit. To complete a Google Pay transaction, you must follow any relevant instructions, for example, you may be required to enter your PIN into the Retailer's payments terminal or enter your mobile phone security credentials (e.g., PIN, passcode or biometric identifier) on supported devices. All Orders made through Google Pay are subject to the 1derful Terms, including, the 1derful Google Pay Terms and Conditions.

When you use Google Pay, you are accessing your Account and instructing us (i) to deduct the Order from the Available Balance in your Account and (ii) to fulfil the Order in accordance with the Pay Now Service or Pay Later Service selected by you on our Platform. You should always ensure the amount of the Order is correct before completing the Order, as you will be liable for the full amount once the Order is complete. All Orders made using Google Pay will be processed as a contactless 'credit' transaction.

You can unlink your Virtual Card from Google Pay by following the instructions on the Google Pay website or Google Pay wallet.

Google Pay is **not** provided by 1derful and we are not liable for the use, functionality or availability of Google Pay, or any failure or refusal of Retailers to process transactions using Google Pay.

2. Disclosure of information

We may exchange information about you with Google, service providers and MasterCard in order for you to add your Virtual Card to Google Pay and to facilitate Orders you make using your Virtual Card. 1derful's Privacy Policy (located in Schedule 4 of the 1derful Terms) is incorporated into the 1derful Terms and contains information about our collection and handling of your personal information. If you do not agree to this collection, use and disclosure of information, you should not register your Virtual Card for use in Google Pay.

By using Google Pay you agree that: (a) Google can provide us with information, such as your Google Device details, for purposes including providing customer support, detecting and managing fraud, and to comply with applicable law and regulations; and (b) we can provide Google, its service providers and card scheme networks with information for the purpose of operating and generally improving Google Pay.

3. Security requirements

It is your responsibility to secure your supported Device on which the Virtual Card has been registered. This includes ensuring that:

- you always lock your Device and do not leave it unattended;
- assign a Device Passcode to protect your Device;
- keep Device Passcodes secret and secure, do not choose ones that are easily guessed or linked to you (e.g. your date of birth), and not shared them with another person;
- remove any other registered biometric identifier (such as your fingerprints) which is not your own from your Device; and
- when you lose or dispose of your Device, make sure you unlink your Virtual Card from it.

If you fail to comply with any of the above requirements, you are taken to have made any Orders using Google Pay and you are responsible for the use of your Virtual Card.

For additional security, consider enabling or installing remote wipe functionality in the event your Device is lost or stolen.

You must inform us immediately if you suspect your Virtual Card has been used without your permission or that someone may have access to your Device or know your security credentials or your Device has been lost or stolen.

If your Device is lost or stolen, we strongly recommend that you immediately unlink your Virtual Card from Google Pay. Instructions to unlink your Virtual Card are available on the 1derful website, the Google Pay website and the Google Pay app.

4. Access to your Virtual Card in Google Pay

We may deny, suspend or terminate your use of the Virtual Card with Google Pay without notice at any time to protect our legitimate interests, including the following:

- if your Account is locked or closed;
- if you do not have an Available Balance in your Account;
- we reasonably believe it will protect you or us from fraud or other loss or for any other security purpose;
- if we are directed to by Google or MasterCard;
- you ask us to suspend or close the Account or Virtual Card;
- we suspend or terminate our arrangements with Google;
- we terminate our Virtual Card programme;
- where we have reasonable grounds to believe that there is a breach of the law or regulation of Australia or any other country or we are required to by a regulatory body; or
- if in our reasonable opinion it is necessary.

Important Information

Please read these 1derful Google pay Terms and Conditions before making a decision and consider if it is right for you. To use Google Pay you will need to use a compatible device with a supported operating system.

An internet connection may be needed to make purchases using Google Pay and normal mobile data charges apply.

Google and Google Pay are trademarks of Google Inc., registered in the U.S. and other countries.

Schedule 4 – 1derful Privacy Policy, Collection Statement and Credit Reporting Notifiable Matters

1derful recognises the importance of protecting the privacy of individuals. Our 1derful Privacy Policy tells you how we collect, manage and use your personal information.

Notification of the collection of personal information

In line with the Australian Privacy Principles, we want to ensure you are aware of the following matters. Some of these matters are address in greater detail in our Privacy Policy.

Who we are	A reference to us/we/our is a reference to, 1derful Pty Ltd ABN 30 636 589 538
How to contact us	You can contact our Privacy Officer using the details in clause 3 of Part A of the 1derful Terms.
How, when and from where we collect your personal information	<p>We collect most personal information directly from you unless it is unreasonable or impracticable to do so. When collecting personal information from you, we may collect it in many ways, including:</p> <ul style="list-style-type: none"> • through your access and use of our websites, Apps and applications; • during conversations between you and our representatives; or • when you complete an application. <p>You may be able to suspend and save online applications, so you can complete the applications at a later time. If you suspend or save your application, the information that you have entered will be retained in our systems so that you may recover the information when you resume your application. Online applications that have been suspended or saved may be viewed by us. In particular, if you start but do not submit an online application, we can contact you using any of the contact details you have supplied to offer help completing it.</p>
Collection of personal information from third parties	<p>We may also collect personal information from third parties, including:</p> <ul style="list-style-type: none"> • your representatives; • co-applicants and co-borrowers; • credit providers and credit reporting agencies; • law enforcement agencies and other government agencies; • financial institutions; • our third party service providers; and • publicly available sources of information.
Whether the collection is authorised by law	<p>We are required or authorised to collect:</p> <ul style="list-style-type: none"> • certain identification information about you by anti-money laundering and counter-terrorism financing laws; • certain information about your financial position under consumer credit laws; and • certain identification information under property laws in some states and territories if you give us a mortgage security.
For what purposes do we collect, hold, use and disclose your personal information?	<p>We collect personal information about you so that we can perform our activities and functions and to provide the best possible quality of customer service. We collect, hold, use and disclose your personal information for the following purposes:</p> <ul style="list-style-type: none"> • to provide and market products and services to you and to send communications requested by you; • to answer enquiries, and provide information or advice about existing and new products or services; • to provide you with access to protected areas of our website and application; • to assess the performance of the website and to improve the operation of the website and application; • to conduct our business, including processing functions, and to manage our business relationship with you and others, including our investors and credit providers; • for the administrative, planning, product or service development, quality control and research purposes of ours, our contractors or service providers; • where we are required or authorised to do so under applicable laws; • to provide your personal information to our contractors or service providers;

	<ul style="list-style-type: none"> • to update our records and keep your contact details up to date; • to process and respond to any feedback or complaint made by you; • to assess your application for credit from us or to invite you to apply for another product; • to verify your identity (using a Mastercard service called Digital ID or another service provider or service which includes face recognition), and to conduct appropriate checks for credit-worthiness and for fraud; • to disclose to a credit reporting body any failure by you to meet your payment obligations in relation to consumer credit or any serious credit infringements including the name of the credit provider, the type of consumer credit, the day in which the consumer credit is entered into and terminated, the maximum amount of available credit, and the terms and conditions of the consumer credit relating to repayment amount prescribed by the Privacy Act; • in the case of disclosure to Mastercard, so that Mastercard can provide value add services including processing transactions, managing your Account and profile, auditing, billing and collections purposes or as may be required by Mastercard's affiliates or requested as part of a judicial or Government process or request, to resolve charge backs or disputes, to manage risk exposure and protect against actual or potential fraud, unauthorised transactions, claims and other liabilities to third parties, for product development and improvement, to administer promotions and competitions (as applicable), for internal reporting and analytical purposes (on an aggregated and anonymized basis), to comply with its legal obligations and for other purposes where your consent has been obtained); and • to comply with any law, rule, regulation, lawful and binding determination, decision or direction of a regulator, or in co-operation with any governmental authority of any country.
<p>What happens if we can't collect your personal information?</p>	<p>If you do not provide us with the personal information described above, then:</p> <ul style="list-style-type: none"> • we may not be able to provide the requested products or services to you, either to the same standard or at all; • we may not be able to provide you with information about products and services that you may want; and/or • we may be unable to tailor the content of our websites to your preferences and your experience of our websites may not be as enjoyable or useful.
<p>Who we disclose your information to?</p>	<p>We may disclose your personal information to:</p> <ul style="list-style-type: none"> • your representatives, such as finance brokers, financial advisers and accountants, and your employers or referees; • our employees, contractors or service providers for the purposes of operation of our website or our functions, fulfilling requests by you, and to otherwise provide information, products and services to you, including printers, web hosting providers, IT systems administrators, couriers, payment processors, data entry service providers, electronic network administrators, debt collectors, marketing agencies, and professional advisors such as accountants, solicitors, business advisors and consultants; • our related bodies corporate; • law enforcement, government agencies or officials, or other third parties for the following reasons: <ul style="list-style-type: none"> ○ pursuant to a subpoena, court order, or other legal process or requirement applicable to us; ○ when we need to do so to comply with law or credit card rules; ○ when we believe, in our sole discretion, that the disclosure of personal information is necessary to prevent physical harm or financial loss; or ○ to report suspected illegal activity or to investigate suspected violations of your agreement with us; • our financial institution partners, with whom we work to create and offer a product; • our banking partners, who may be required by credit card association rules for inclusion on their list of terminated merchants;

	<ul style="list-style-type: none"> • our affiliates and related companies including companies that we plan to merge with or be acquired by or who may invest in us; • suppliers and other third parties with whom we have commercial relationships, for business, customer service, fraud prevention, identity verification, marketing, and related purposes. • credit reporting bodies; and • any person or organisation for any authorised purpose with your consent or direction.
Information about our Privacy Policy	<p>Some of the matters in this table is addressed in greater detail in our Privacy Policy below, including how you may:</p> <ul style="list-style-type: none"> • access and seek correction of your personal information we hold; and • make a privacy-related complain to us and how we will deal with such a complaint.
Do we disclose your personal information to anyone overseas?	<p>We currently run our business in Australia, but this will be expanded into other countries. We will provide a list of these countries by updating this policy.</p> <p>We also may disclose personal information to third party suppliers and service providers located overseas for some of the purposes listed above. By providing us with your details, you consent to your personal information being disclosed in this manner.</p> <p>We take reasonable steps to ensure that the overseas recipients of your personal information do not breach the privacy obligations relating to your personal information.</p> <p>We may disclose your personal information to entities located outside of Australia, including the following:</p> <ul style="list-style-type: none"> • our data hosting and other IT service providers located in Singapore, Asia • other third parties located in Singapore, Ireland, Romaina, United Kingdom, Europe including Belgium, Germany and the Netherlands and Singapore, the United States of America.

About credit information and ‘notifiable matters’

The law requires us to advise you of ‘notifiable matters’ in relation to how we may use your credit information. You may request to have these notifiable matters (and the below privacy policy) provided to you in an alternative form at any time.

We exchange your credit information with CRBs. We use the credit information that we exchange with the CRBs to verify you and to assess your creditworthiness, assess your application for finance and manage your finance. If you fail to meet your payment obligations in relation to any finance that we have provided or arranged, or you have committed a serious credit infringement, we may disclose this information to a CRB.

You have the right to request access to the credit information that we hold about you and make a request for us to correct that credit information if needed. We explain how you can do this below. Sometimes, your credit information will be used by CRBs for ‘pre-screening’ credit offers on the request of other credit providers. You can contact the CRB at any time to request that your credit information is not used in this way.

You may contact the CRB to advise them that you believe that you may have been a victim of fraud. For 21 days after the CRB receives your notification, the CRB must not use or disclose that credit information.

The CRB we deal with is:
 Illion Pty Ltd: level 20/201 Elizabeth St, Sydney NSW 2804
 Phone: 13 23 33

Our Privacy Policy

We respect your rights to privacy under the Privacy Act and we comply with all its requirements in respect of the collection, management and use of your personal information, and the management of data breaches under the Notifiable Data Breach scheme set out in the Privacy Act. We also comply with other applicable law and regulatory guidance, including those relating to the Consumer Data Rights under the Competition and Consumer (Consumer Data Right) Rules 2020 (Cth) in our role as authorised data recipient.

We are also bound by Part IIIA of the Privacy Act, which regulates consumer credit reporting in Australia and is supported by the Privacy Regulation 2013 (Cth) and the Privacy (Credit Reporting) Code 2014.

What is your personal information?

When used in this 1derful Privacy Policy, the term “personal information” has the meaning given to it in the Privacy Act. In general terms, it is any information or an opinion from which your identity is apparent or can reasonably be ascertained, for example, your name, date of birth, address, contact details such as telephone number and email address, and profession or occupation.

What personal information do we collect and hold?

- We may collect a range of personal information, including:
- name;
- mailing or street address;
- e-mail address;
- telephone contact number;
- age or birth date;
- profession, occupation or job title;
- financial and credit-related information, such as the full bank account numbers and/or credit or debit card numbers that you link to your 1derful account or give us when you use our services;
- marital status;
- Government-related identifiers (such as tax file number*, driver’s licence number, Medicare number or passport number);
- the products and services you have purchased or which you have enquired about, together with any additional information necessary to deliver those products and services and to respond to your enquiries;
- any additional information relating to you that you provide to us directly through our websites or indirectly through use of our websites, through our representatives or otherwise; and
- information you provide to us through our service centre, customer surveys or visits by our representatives from time to time; and
- in relation to AML transaction monitoring by our service providers, criminal convictions, offences and political opinions where returned from a relevant search by Comply Advantage.

*Please know that while we may collect or hold Government-related identifiers, we do not use them as a means of identifying you. In particular, use and disclosure of tax file numbers are strictly regulated by tax laws and the Privacy Act.

We may also collect some information that is not captured by the “personal information” definition because it does not identify you or anyone else. For example, we may collect anonymous answers to surveys or aggregated information about how users use our website.

Apple and Google Pay exchange

We may exchange information about you with Apple and MasterCard in order for you to add your Virtual Card to Apple Pay and to facilitate Orders you make using your Virtual Card. By adding your Virtual Card on supported devices and/or using Apple Pay, you consent to your information to be shared with Apple for use and disclosure in accordance with their privacy policy (available on their website), and Apple to provide us with information, for any purpose relating to your use of your Virtual Card, including to enable us to provide customer support, conduct fraud and risk assessment, improve our services and products and comply with applicable laws and regulations. You authorise 1derful (and any third parties providing services on behalf of 1derful) to disclose to third parties, to the extent required by any applicable laws or regulations, any information in relation to you and your Account in accordance with our Privacy Policy. In addition, you acknowledge that 1derful reserves the right to

report any negative activity on your Account (including late payments, missed payments, defaults or chargebacks) to credit reporting bodies.

Cookies

In some cases, we may also collect your personal information through the use of cookies. When you access our website, we may send a “cookie” (which is a small summary file containing a unique ID number) to your computer. This enables us to recognise your computer and greet you each time you visit our website without bothering you with a request to register and also enables us to keep track of products you view so that, if you consent, we can send you news about these products. We also use cookies to measure traffic patterns, to determine which areas of our site have been visited and to measure transaction patterns in the aggregate. We use this to research our users’ habits so that we can improve our online services. If you do not wish to receive cookies, you can set your browser so that your computer does not accept them.

Your browser may give you the ability to control cookies and you can change your cookie settings at any time. The types of cookies which may be blocked depends on your browser and the type of cookie. However, declining our cookies may interfere with your use of our website and 1derful services, and may limit the functionality we can provide when you visit or use our website. If you continue without changing your settings, we will assume that you are happy to receive all cookies on the website. Further, not all of the tracking that we have described in this policy will stop if you choose to block or delete cookies. For example, some browsers have a “Do Not Track” feature that lets you tell websites that you do not want to have your online activities tracked. These browser features are still not uniform, so we are not currently set up to respond to those signals.

We may log IP addresses (i.e. the electronic addresses of computers connected to the Internet) to analyse trends, administer our website, track users movements, and gather broad demographic information.

Online advertising and Google analytics

We may work with online advertising partners to provide you with ads that are relevant and useful for you, including ads located on or through our website from third parties. We may use information collected by us or by third parties to provide you with these ads, which may be based on your activities on our website or on third party websites. If you access any third party websites through our website and if those third parties collect information about you, we may also collect or have access to that information as part of our arrangements with those third parties. Where you access a third party website from our website, cookie information, information about your preferences or other information you have provided about yourself may be shared between us and the third party.

We may advertise on third party websites. When you access our website after viewing one of our advertisements on a third party website, the advertising company may collect information on how you utilise our website (for example, which pages you viewed) and whether you commenced or completed an online application or other online form. We may use Google Analytics website measurement software and systems to assist in tracking traffic patterns to and from our website, aggregating anonymous information about visits to our website, and randomly and anonymously surveying users of our website. The system is used to collect information on our network such as the number of page views, the number of unique visitors, how long these visitors spend on the website and any affiliated websites when they do visit, and common entry and exit points into and from our website and any affiliated websites. Random anonymous surveys are also used to collect further information about our users.

This non-personal information is aggregated using Google Analytics and then used by us in our analysis of our website and any affiliated websites. The Google Analytics data is also accessible by media organisations and research companies for the purpose of conducting industry comparisons with other websites. Our website is coded with a small piece of Google Analytics code that is transparent to you when you read that page. The software stores a cookie in your browser (if you have enabled cookies) which contains a unique identifier to allow us to track the number of unique visitors to our website and any affiliated websites. This information is collected and aggregated by Google Analytics and in no way can you be identified personally and no personal information is stored about you.

In addition to Google Analytics, we may also use other third party analytics tools including Amplitude (an analytics service provided by Amplitude Inc.) to monitor, analyse and collect information about your use of the website. Your browser may allow you to disable this feature, however you may not be able to fully use all of the functions of the website if you do so.

For more information about our online advertising partner and its cookies, including information about how to opt out of these technologies, you may visit <http://optout.aboutads.info>. You may also opt out of the Google Analytics feature by downloading and installing a Browser Plugin available at <https://tools.google.com/dlpage/gaoptout?hl=en>.

We may retain your personal information after you have closed your Account for a period of time, for the following purposes:

- to collect any fees you may still owe;
- to resolve disputes with you or troubleshoot issues which may arise;
- to assist with any investigations and prevent fraud or risk;
- to enforce any agreement that we have with you; and
- to take other actions as required or permitted by law.

Your personal information will not be shared, sold, rented or disclosed other than as described in this privacy policy.

Consent to use your personal information to verify your identity and other purposes

When you provide us with your personal information to open an Account, you consent to us disclosing that information to credit reporting bodies to obtain an assessment of whether that information matches the information held by the credit reporting body in order to verify your identity as required under anti-money laundering laws. The credit reporting body may provide us with that assessment and use your personal information and the personal information of other individuals, to prepare that assessment. In Australia, we use the Mastercard digital ID service for this purpose, which has its own privacy policy available at: <https://idservice.com/en/home.html>.

We will notify you if we are unable to verify your identity through this process. If you do not want to use this process to verify your identity, please contact us using our contact information below.

We may also require your consent to use and/or disclose your personal information if we need to use your information for a purpose that is not related to the purpose for which it was collected. If you do not consent to us collecting, using and/or disclosing your personal information for such other purposes, this may affect our ability to deliver and improve our products and services, or to engage or do business with you.

Access from third party websites

Once you have established an Account, you may access your Account from our website or from third party websites or via a third party app which are not controlled by us. If you do so, then any information you provide may be shared with that third party. These third party websites or apps will be governed by their own privacy policies. Please review these privacy policies before sharing your personal information, as we are not, and will not be, responsible for the conduct or information practices of that third party.

How can you access and correct your personal information?

You may request access to any personal information we hold about you at any time by contacting us (details below). Where we hold information that you are entitled to access, we will try to provide you with suitable means of accessing it (for example, by mailing or emailing it to you). We may charge you for providing the information in response to your request for access, provided that the charge does not apply to the making of the request and is no more than the cost of that response and excludes our costs of obtaining related legal advice or other advice.

There may be instances where we cannot grant you access to the personal information we hold. For example, we may need to refuse access if we are required or authorised to refuse access by law. If that happens, we will give you written notice of the reasons for the refusal within 30 days of receipt of your request, together with information about how you can complain about our refusal if you wish to do so.

If you believe that personal information that we hold about you is incorrect, incomplete or inaccurate, then you may request us to amend it. We will consider whether the information requires amendment. If we do not agree that there are grounds for amendment, we will give you written notice of the reasons for the refusal within 30 days of receipt of your request, together with information about how you can complain about our refusal if you wish to do so.

Resolving your privacy concerns and complaints

If you have any questions about this 1derful Privacy Policy, or if you have concerns about how we handle your personal information (including credit related personal information), please contact us using the contact information below. Please provide details of any incident so that we can investigate it.

Our representative will contact you within a reasonable time after hearing from you to answer your questions and discuss your concerns. If you have a complaint, we will acknowledge it within 7 Business Days of receiving it.

We will try to resolve your complaint within 30 days of receiving of your complaint or any longer period agreed by you in writing. If we cannot resolve your complaint within this timeframe, we will:

- inform you of the delay before the end of the period;
- provide you with reasons for the delay;
- provide you with an expected timeframe to resolve the complaint and seek your agreement to the extension;
- inform you that under the Privacy Act, you may complain to the Office of the Australian Information Commissioner about the way we handle your personal information, and provide you with their contact details; and
- inform you that you may lodge your complaint to the Australian Financial Complaints Authority (relating to either the provision of credit or credit reporting information in general), and provide you with their contact details.

Direct marketing

We may use your personal information to directly offer you products and services we believe may be of interest and value to you, but we will not do so if you tell us not to. For example, if you signed up to receive newsletters or other marketing communications from us, you can opt-out any time by clicking the unsubscribe link at the bottom of the message. You can also log-in to your account to opt-out and update your marketing preferences at any time.

Even after you opt-out or update your marketing preferences, please allow us sufficient time to process your marketing preferences. Unless otherwise required to process your requests earlier by law, it may take up to 5 days to process your opt out requests in relation to receipt of electronic marketing materials such as emails and SMS, and up to 30 days for all other marketing-related requests.

Even after you've opted-out of receiving marketing communications from us, we may still contact you for transactional or informational purposes. These include, for example, customer service issues, returns or product-related inquiries, outstanding payment inquiries, surveys or recalls, or any questions regarding a specific order.

Protecting your personal information

We take reasonable steps using physical, technical, and administrative security measures to ensure your personal information is protected from misuse and loss and from unauthorised access, modification or disclosure. We may hold your information in either electronic or hard copy form. Personal information is destroyed or de-identified when no longer needed. However, sometimes it is impossible or impractical to completely isolate the information then completely remove all traces of the information, and we may store the information for future use, such as to help resolve disputes between us or assess future applications by you. The same security safeguards will be in place to protect the information, as detailed in this policy.

We review our security procedures to protect your personal information periodically and will implement new technology and updated methods from time to time as we consider appropriate. Only authorised personnel will have access to your personal information on a need-to-know basis.

Please be aware that, as our website is linked to the internet, and the internet is inherently unsecure, we cannot provide any assurance regarding the security of transmission of information you communicate to us. We also cannot guarantee that the information you supply will not be intercepted while being transmitted over the internet. Accordingly, any personal information or other information which you transmit to us is transmitted at your own risk.

Changes to our privacy policy

We may change this 1derful Privacy Policy from time to time. Any updated versions of this 1derful Privacy Policy will be effective on the date we post it on the website. We may also inform you via email or otherwise of any material changes to this 1derful Privacy Policy that may impact you.

Schedule 5 – Global Terms and Conditions

The following definitions apply to the 1derful Terms, unless the context indicates otherwise:

- (1) **1derful** means 1derful Pty Ltd ACN 636 589 538.
- (2) **1derful Relevant Entities** has the meaning set out in the PNPL Terms Part C clause 16.
- (3) **1derful Terms** has the meaning given to it in Part A clause 1 of these 1derful Terms.
- (4) **Account** means the account we set up to record Orders under the PNPL Terms and offer our Products to you.
- (5) **Account Limit** means the account limit relating to your PLNL Products, as varied from time to time and notified under the Platform.
- (6) **Affiliate** means with respect to any party, any other person or group of persons that:
 - (a) controls that party;
 - (b) is controlled by that party; or
 - (c) is controlled by the same third person as that party.

A person must be treated as controlling a corporation (or other entity) if the person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the corporation (or other entity) whether through the ownership of voting securities, by contract or otherwise.

- (7) **App** has the meaning given to it in Part A, clause 1 of these 1derful Terms.
- (8) **App Terms of Use** means the terms of use set out in Part B of these 1derful Terms as may be amended from time to time in accordance with those terms.
- (9) **Apple** means Apple Pty Limited ABN 46 002 510 054 and/or its related bodies corporate and Affiliates;
- (10) **Apple Pay** means the mobile payment and digital wallet service created by Apple that lets users transact using certain Devices.
- (11) **Australian Consumer Law** means the Australian Consumer Law as set out in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) and any subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (12) **Automatic Payment** has the meaning given to that term in Part C, clause 7.4 of these 1derful Terms.
- (13) **Available Balance** means at any time:
 - (a) on your PNPL Product, the difference between the Account Limit of your PNPL Product and the Outstanding Balance relating to the PNPL Product at that time
- (14) **PNPL Product** means the PNPL Product described in Part C, clause 7.1 of these 1derful Terms.
- (15) **Business Day** means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in Melbourne, Brisbane and Sydney.
- (16) **Card** means any card (including any Virtual Card) we issue to you in order for you to use our PNPL Product.
- (17) **Cardholder** means a person who holds a Card.
- (18) **Device** means any smartphone, tablet or wearable device using an Apple operating system and that 1derful determines is eligible for provisioning of a Virtual Card to be used through Apple Pay;

- (19) **Device Passcode:** means anything used to unlock and access a Device including, but not limited to, a password, numerical code, pattern or biometric identifier.
- (20) **Fees** means the fees we charge to you as specified in Part A of Schedule 1 of the 1derful Terms.
- (21) **Google Pay** means the mobile payment and digital wallet service created by Google that lets users transact using certain Devices;
- (22) **Late Fees** means the late fees we charge to you as specified in Part A of Schedule 1 of these 1derful Terms.
- (23) **MasterCard** means Mastercard International Incorporated or any of its related bodies corporate.
- (24) **Maximum Repayment Term** means in respect of an Order:
- (a) on your PNPL Product, the maximum repayment term set out in Part C, clause 7.1(ii)(1)(b) of these 1derful Terms
- (25) **Nominated Payment Source** has the meaning given to that term in Part C clause 6.3 of these 1derful Terms.
- (26) **Order** means a request submitted by you to us, to use a PNPL Product to pay for goods or services offered by a Retailer.
- (27) **Outstanding Balance** means at any time on your PNPL Product, the aggregate of all amounts owing under all your Payment Schedules under your PNPL Product and any funds we have not yet receive under your PNPL Product.
- (28) **Payment Schedule** means in relation to a Pay Later Service Order, a list of payment amounts that 1derful is entitled to receive from you under a Payment Plan.
- (29) **Payment Plan** means in relation to an Order made under our Pay Later Service, the payment plan you selected (as described in Part C clause 7.3) of these 1derful Terms and includes the payment plan that have been amended from time to time.
- (30) **Pay Later Service** means the service offered by us, subject to approval by us, which allows you to pay the Purchase Price over a Payment Plan.
- (31) **Pay Now Service** means the service offered by us that allows you to pay the Purchase Price in full in a single payment.
- (32) **PIN** means personal identification number, being a set of numbers that you use with the Virtual Card to make an Apple Pay transaction.
- (33) **Platform** means the platform on which we offer our Products to you. This includes our website and our App.
- (34) **PNPL Terms** means the terms set out in Part C of these 1derful Terms as may be amended from time to time as provided in those terms.
- (35) **PNPL Product** means each of the Pay Now Service and Pay Later Service offered by us to you under our PNPL Product.
- (36) **Products** means the each of the following:
- (a) the PNPL Product; and
- (b) any other products and/or associated services offered by us from time to time.
- (37) **Privacy Act** means the *Privacy Act 1988* (Cth) and any subordinate legislation (including regulations) and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them.
- (38) **Privacy Policy** means our privacy policy available on our Platform and located in Schedule 4 of the 1derful Terms.

- (39) **Purchase Price** means the full purchase price (inclusive of any taxes) payable in respect of any goods or services purchased by you from a Retailer, including any delivery or other fees or costs included in the price.
- (40) **Relevant Claim** has the meaning given to that term in Part C, clause 16.1 of these 1derful Terms.
- (41) **Relevant Payment Dates** means the dates on which amounts you owe us becomes due and payable.
- (42) **Retailer** means a retailer or supplier of goods or services who accepts our PNPL Product as payment.
- (43) **Virtual Card** means a virtual MasterCard credit card which is issued to you under the terms of the PNPL Terms and generated through our Platform to be used on a persistent basis for Orders as part of our PNPL Product offering.
- (44) **Visa** means Visa International Service Association or any of its related bodies corporate.