

## **\$10 Sign Up Bonus – Terms & Conditions**

By installing the ImpactPay mobile app (the **App**) on your device or creating an account (**Account**), you are entering into a legally binding agreement with TapX Pty Ltd trading as ImpactPay (**we, us, or our**). By applying for an Account or the Card, you agree to be bound by and abide by these Terms & Conditions. Capitalised terms used in these Terms & Conditions that are not otherwise defined have the meanings given to them in the Product Disclosure Statement or ImpactPay App Terms of Use. **If you do not agree with these Terms & Conditions, you must not apply for install or the App and you should not proceed any further.**

### **1. Eligibility Criteria**

- 1.1 In order to be eligible to receive the \$10 Sign Up Bonus you must:
- (a) register and establish an Account and successfully apply for a Card at any time on and from 5 am (AEST) 28 November 2018 (**Go Live Date**);
  - (b) undertake all of the steps required in the PDS and the ImpactPay App –Terms of Use to ensure your Card is Activated and ensure your Account and Card remain active and are not suspended or cancelled prior to the receipt of the \$10 Sign Up Bonus; and
  - (c) be one of the first 500 cardholders to accept the specific offer made to you personally by TapX from the Go Live Date and to have had your Card Activated on the ImpactPay Platform,  
collectively known as the **Eligibility Criteria**.
- 1.2 We may at any time and in our sole discretion increase, reduce, limit or otherwise change any of the Eligibility Criteria by updating these Terms & Conditions and posting them on the ImpactPay Website. The revised terms will have effect on and from the time they are posted on the ImpactPay Website
- 1.3 We may at any time and in our sole discretion withdraw in part or in full the \$10 Sign Up Bonus at any time and without any further notice.
- 1.4 All information in these Terms & Conditions is provided for general information purposes only. Information in these Terms & Conditions should not be taken as financial product advice, tax advice or legal advice, and has been prepared as general information only without consideration for your particular investment objectives, financial circumstances, tax position, legal rights or obligations, or particular needs.

### **2. \$10 Sign Up Bonus**

Within 30 days of you satisfying the Eligibility Criteria we or an Associated Entity of ours, will deposit \$10.00 (ten dollars) as a credit onto your Card and will ensure that increase in Available Balance is appropriately identified to enable you recognise it as being the receipt of the \$10 Sign Up Bonus (**Bonus Credit**).

### **3. Privacy**

We handle personal information we collect and hold about you in accordance with our Privacy Policy. Our Privacy Policy forms part of these Terms of Use.

### **4. General**

- 4.1 These Terms & Conditions constitute the entire agreement between you and us in connection with its subject matter and supersede all previous agreements or understandings between the parties in connection with their subject matter.

- 4.2 You must not assign, sublicense or otherwise deal in any other way with any of your rights under these Terms & Conditions.
- 4.3 If a provision of these Terms & Conditions is invalid or unenforceable, it may be severed from these Terms & Conditions and the remaining provisions of these Terms & Conditions continue in force.
- 4.4 These Terms & Conditions will be governed and construed in accordance with the laws in force in the State of Victoria, Australia and you unconditionally submit to the non-exclusive jurisdiction of the courts of the State of Victoria and any courts which have jurisdiction to hear appeals from such courts.

## 5. Definitions and interpretation

- 5.1 In these Terms of Use, unless the context otherwise requires:

**Account** means the digital account established in your name (or in the name of any Child Relation) on the ImpactPay Platform that is created via the App in accordance with the ImpactPay App Terms of Use and PDS and is attached to a Card.

**Product Disclosure Statement** or **PDS** means the Product Disclosure Statement available on our Website [www.impactpay.com/pds](http://www.impactpay.com/pds)

- 5.2 In these Terms & Conditions:

- (a) headings are for convenience only and do not affect the interpretation of these Terms of Use;
- (b) words importing the singular include the plural and vice versa;
- (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word has a corresponding meaning;
- (d) a reference to any legislation includes all delegated legislation made under it and amendments, consolidations, replacements or re-enactments of any of them;
- (e) the meaning of general words is not limited by specific examples introduced by **including, for example, such as** or similar expressions.

## 6. Contact us

If you have any feedback or queries about these Terms & Conditions, please contact us at [support@impactpay.com](mailto:support@impactpay.com).

*These Terms & Conditions were last updated on 29 November 2018.*

*\$10 Sign Up Bonus Terms & Conditions Final (version 1.1)*