

\$5 Bonus Impact Donation – 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 \$5 Bonus Impact Donation you must :
- (a) register and establish an Account and successfully apply for a Card at any time on and from 5 am (AEST) 12 November 2018 (**Go Live Date**);
 - (b) select your initial Approved Project as part of your on boarding process of installing the App and applying for an Account and Card (**Initial Approved Project**);
 - (c) 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 \$5 Bonus Impact Donation; and
 - (d) be one of the first 20,000 Cardholders to have had your Card Activated on the ImpactPay Platform from the Go Live Date, 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 \$5 Bonus Impact Donation at any time and without any further notice.
- 1.4 You should maintain your own separate record of all Donations made if you wish to claim a tax deduction in relation to any of those Donations. We do not provide any tax, financial or legal advice, and you should always seek your own independent tax, financial and legal advice as to whether any particular Donations made are tax deductible.
- 1.5 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. \$5 Bonus Impact Donation

- 2.1 Within 30 days of you satisfying the Eligibility Criteria we or an Associated Entity of ours, will deposit \$5.00 (five dollars) as a debit 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 \$5 Bonus Impact Donation (**Bonus Deposit**) .
- 2.2 Immediately after the Bonus Deposit is made we will, as your agent and as expressly authorised by you by you agreeing to these Terms & Conditions, credit your Card and withdraw \$5.00 (five dollars) as a credit from your Card and we will identify that decrease in your Available Balance as being the onward payment

of the \$5 Bonus Impact Donation as a Donation by you which is made to your Initial Approved Project (**Bonus Onward Donation**).

2.3 The Bonus Onward Donation will then be deposited (by us as your agent) as a Donation from your Card to your Initial Approved Project in accordance with the normal terms and conditions that apply to Donations contained in the ImpactPay App Terms of Use and the PDS .

2.4 **It is important that you carefully choose your Initial Approved Project at the time of on-boarding via the App, as once that choice is made that will be the Approved Project which will receive the benefit of the Bonus Onward Donation and this can not be changed.**

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.

Donation means an amount of money gifted through the use of the App or Card to an Approved Project.

Product Disclosure Statement or PDS means the Product Disclosure Statement available on our Website www.impactpay.com.

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.

These Terms & Conditions were last updated on 10 November 2018.

\$5 Sign Up Bonus Terms & Conditions Final (version 1.1)