Kit Card and Account Terms and Conditions

Issued by Hay Limited
ABN 34 629 037 403
Australian Financial Services Licence No. 515459

Version – 20 November 2026

1. Issuer and Regulatory Information
2. The Kit Card and Kit Account
3. Eligibility for the Card and Account
4. Using your Card and Account
    - 4.1 Transferring funds to and from your Account
    - 4.2 Receiving your Card
    - 4.3 Activating your Card
    - 4.4 Using your Card
    - 4.5 Negative balance
    - 4.6 Restrictions on use
    - 4.7 Using your Card outside Australia
    - 4.8 Card expiry
5. Limits
6. Fees
7. Annexures
    - 7.1 Direct Debit Requests
    - 7.2 PayTo Service Agreement
8. Security
    - 8.1 Protecting your important information
    - 8.2 What to do when you suspect your Card has been lost
    - 8.3 What to do when you suspect your Card or Account has been compromised
    - 8.4 Confirmation of Payee
9. Responsibility for mistaken or Unauthorised Transactions
    - 9.1 Mistaken payment
    - 9.2 Disputed transactions and chargebacks
    - 9.3 Lost, stolen Kit Card or compromised PIN
10. Transaction history
11. Kit Card and Kit Account cancellation and suspension
    - 11.1 Accountholder instruction to close Account
    - 11.2 When We can Block or close your Card and/or Account
    - 11.3 If We cancel your Card and Account
12. Responsibilities and boundaries
13. Complaints
14. How We tell you about changes
15. Sending you marketing and commercial messages
16. Governing law

17. Meaning of words

1. Issuer and Regulatory Information

Hay Limited is the Issuer of the Kit Card and Account. It is authorised, as set out in the Hay Australian Financial Services Licence No. 515459, to offer financial products and services, including non-cash payment products. If you hold a Kit Visa Prepaid Card and Kit Account (Card and Account), you will have a contract with Hay Limited. Hay Limited has authorised CBA New Digital Businesses Pty Ltd ABN 38 633 072 830 trading as HEY Kit to arrange, distribute, and deal in the non-cash payment financial products issued by Hay.

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

These Terms should be read in conjunction with the following documents, made available to you before opening for your Card and Account, as they form part of our agreement with you: Product Disclosure Statement, Financial Services Guide and Target Market Determination, available at: www.heykit.com.au/legal

If you commence using the Card and Account you will be deemed to have read, understood, and accepted these Terms.

2. The Kit Card and Kit Account

The Kit Account is a transaction account that can be used to transfer value onto the Kit Card. The Kit Account cannot itself be used to purchase goods and services or withdraw cash; it can only be used to transfer value onto Kit Card or to a linked account that you have provided a consent for, and approved by the Commonwealth Bank of Australia (ABN 48 123 123 124 and Australian Financial Services Licence No 234945, hereinafter Commonwealth Bank). The Kit Account can be loaded with value subject to Maximum Kit Account limit, as set out in the section 5. The Kit Card is a reloadable Visa prepaid card; the card is not a credit or debit card.

3. Eligibility for the Card and Account

To apply for the Kit Card and Account, the eligibility criteria as set out in the PDS must be met.

4. Using your Card and Account

4.1 Transferring funds to and from your Account

You may add funds into your Account by:

- Transferring funds electronically (typically from another Financial Institution) using your Kit Account BSB and Account number
- Setting up a Payment Mandate to pull funds from your Boss Linked Account
- Setting up a Direct Debit to pull funds from your Boss Linked Account

You can access your Account and find your BSB and Account number through the Kit App. Payments to your Account will be credited to your Available Balance once they have cleared.

You may make withdrawals from your Account by:

- Using your Card to make a Purchase at a Merchant or an ATM withdrawal
- Transfer back to your Boss Linked Account from within the Kit App

4.2 Receiving your Card

Once We have approved your application for a Card and Account, We will send you a physical Card via post. You can also add your Card to Apple Pay and Google Pay on supported Devices. Apple Pay and Google Pay are subject to additional terms found at www.heykit.com.au/legal.

4.3 Activating your Card

Before you use your physical Card for the first time, you will need to activate the Card in the spend section of your Kit App.

4.4 Using your Card

You can make Purchases using your Card anywhere Visa prepaid cards are accepted, including Cash Withdrawals at ATMs that accept Visa prepaid cards up to the Maximum ATM cash out limit. For Contactless Transactions, you may not need to enter your PIN under certain limits. Please make sure you check the amount is correct on the terminal before presenting your Card and authorising a Contactless Transaction. There are no Hay or Kit fees for using ATMs, however you may be charged fees by the ATM provider.

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

4.5 Negative balance

It is your responsibility to ensure that you have sufficient Available Balance to complete a transaction. If you do not have sufficient Available Balance in your Account, transactions will generally be declined. However, in certain circumstances, a transaction may be processed even if it causes your account to have a negative balance.

This can occur due to the way certain transactions are processed under payment scheme rules or where account balance information is not available at the time of processing. These circumstances may include, but are not limited to:

- **Direct Debit transactions**, where processing may occur up to several days after authorisation and intervening transactions reduce your Available Balance;
- **Transport or mobility transactions** (such as public transport), which may be processed in accordance with Visa scheme rules even if an authorisation is declined; and
- **Stand-in processing**, where Visa processes a transaction on our behalf if our systems are temporarily unavailable and cannot check your Available Balance at the time.

You must immediately repay any amount in excess of your Available Balance.

We do not charge fees, interest or penalties in relation to a negative balance. A negative balance does not constitute a credit facility or loan and must be cleared by you promptly.

Until the negative balance is repaid, your Account may be restricted. **If you do not clear the negative balance in timely manner, then we may suspend or close your Kit account.**

4.6 Restrictions on use

You cannot use your Card or Account for any illegal purposes including using it to fund or Purchase anything that is illegal under Australian law. You cannot sell or give your card to another person. The Kit Card blocks the ability to make purchases at certain identified Merchants such as gambling, the sale of alcohol, and other merchants Kit deem inappropriate for the product. Merchant blocking may be limited due to how merchants identify themselves.

4.7 Using your Card outside Australia

All transactions in foreign currencies will be converted into Australian dollars and will be processed using the foreign exchange rate determined by Visa at the time of settlement, which can be found at https://www.visa.com.au/support/consumer/travel-support/exchange-rate-calculator.html (Link valid at time of publishing).

4.8 Card expiry

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

5. Limits

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

- **$5,000** Maximum value you can store in your Kit Account at any one time
- **$1,000** Maximum top up per day (for included transactions, see definitions)
- **$1,000** Maximum daily bank transfers to your Boss Linked Account only
- **$849** Total Daily Transaction Limit using your Kit Card per 24 hours rolling (the Primary User (Boss) can set a lower spend limit in app)
- **$150** Maximum ATM cash out per day

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

6. Fees

Section 10 of the PDS sets out the current fees and charges that apply in connection with your Kit Card and Kit Account as well as related payment terms that include details on suspension or termination of accounts for unpaid fees. Details on the Kit membership fee is also available at www.heykit.com.au/pricing

You must pay us the fees that are or may become payable under these Kit Card and Account Terms and Conditions and PDS. We will debit your Boss Linked Account for the fees that are payable to us when they are payable.

Merchants and financial institutions may also impose fees or surcharges, which are separate from and in addition to the Fees outlined in our PDS.

7. Annexures

7.1 Direct Debit Requests

To pull funds into your Kit Account you will set up a 'Boss Linked Account' at the time of onboarding. Per the Direct Debit Request Service Agreement (available at www.heykit.com.au/legal), we will use that account to fund the Kit Account. If your nominated Boss Linked Account is eligible for PayTo we will also set up a PayTo agreement, see section 7.2. 'PayTo Service Agreement' for terms.

If you set up both PayTo and Direct Debit, PayTo will be used as the preferred transfer method, and Direct Debit will be used in instances where PayTo is not available.

There are 2 ways to instruct this direct debit funding of the Kit Account, these can be updated or cancelled anytime in the Kit app:

- PayDay: In the Kit app you can establish a PayDay to regularly pay your child to their Kit Account. In the earn section of the Kit app, you can click to set up a PayDay, you may select a frequency for this payment (weekly, fortnightly, monthly), set the amount, and chose to make the payment contingent on your child completing tasks. You or your child must mark the tasks as complete, provided the tasks are completed by midnight the day before the scheduled PayDay, we will instruct the direct debit of your Boss Linked Account for the PayDay amount. If you do not make PayDay contingent on task completion, we will instruct the direct debit on the day of your PayDay.
- Transfer from Boss Linked Account: In the Kit app on the spend or save screens, you can select transfer from the source account for any amount (provided it does not push the Kit Account over the maximum product limit). This will instruct the direct debit from your Boss Linked Account. You will need to confirm the transfer by using your Bosscode.

You can cancel or suspend the Direct Debit Request; or change, stop or defer an individual debit payment at any time by giving the initiator at least 3 days' notice. To do so go to the Contact Us page at heykit.com.au. Refer the Direct Debit Service agreement for more details (available at www.heykit.com.au/legal).

7.2. PayTo Service Agreement

This is your PayTo Service Agreement with us. It explains what your obligations are if you ask us to establish a PayTo payment agreement. It also details what our obligations are to you. Where your Boss Linked Account is eligible for PayTo you will be prompted in Kit App to set it up. Once accepted in your banking app, there are 2 ways to instruct this PayTo funding of the Kit Account, these can be updated or cancelled anytime in the Kit app:

- PayDay: In the Kit app you can establish a PayDay to regularly pay your child to their Kit Account. In the earn section of the Kit app, you can click to set up a PayDay, you may select a frequency for this payment (weekly, fortnightly, monthly), set the amount, and chose to make the payment contingent on your child completing tasks. You or your child must mark the tasks as complete, provided the tasks are completed by midnight the day before the scheduled PayDay, we will instruct the payment from your Boss Linked Account for the PayDay amount. If you do not make PayDay contingent on task completion, we will instruct the payment on the day of your PayDay.
- Transfer from Boss Linked Account: In the Kit app on the spend or save screens, you can select transfer from the source account for any amount (provided it does not push the Kit Account

over the maximum product limits). This will instruct the payment from your Boss Linked Account. You will need to confirm the transfer by using your Bosscode.

Where a PayDay is in place or you request a transfer from your Boss Linked Account, if the PayTo Service agreement is not fully activated or no longer active, the PayDay or transfer will be instructed via a direct debit to transfer funds from the Boss Linked Account (see section 7.1).

Approval and ongoing conditions
7.2.1 To be eligible, and continue to be eligible to access PayTo throughout the Term, you must satisfy our eligibility requirements as communicated to you from time to time, including (as applicable) in relation to: your financial capabilities and your ability to comply with applicable laws and regulatory requirements;

Creating an Authorised Payment Mandate
7.2.2 An Authorised Payment Mandate may only be initiated by you to a Boss Linked Account that is held in your name and we may verify this.
7.2.3 You will instruct us to produce a Mandate which we will include on the Mandate Management Service. The Mandate Management Service will notify the Linked Financial Institution of the Mandate at which point you as the Boss Linked Account Owner should receive a notification to either authorise or reject the Mandate.
7.2.4 You as the Boss Linked Account Owner are required to authorise or reject the Mandate within the period of time specified in the Mandate, otherwise the Mandate will lapse. Such period of time must not exceed 5 calendar days. For clarity, where you as the Boss Linked Account Owner do not authorise or reject the Mandate within the specified period of time, the Mandate is deemed to be rejected.
7.2.5 If you as the Boss Linked Account Owner reject a Mandate for any reason, you as the Kit Account owner must amend and resubmit the details of the Mandate if you still wish for the Mandate to be established.
7.2.6 Once a Mandate has been authorised, the Linked Financial Institution should update the Mandate Management Service with this information, and the Mandate becomes an Authorised Payment Mandate.
7.2.7 You may recall a Mandate at any time up until the point at which the Mandate is authorised or the Mandate expires.
7.2.8 The Kit Account is intended for personal use. You must not submit any more Mandates to the Boss Linked Account than can be considered reasonable activity for personal use.

Amending an Authorised Payment Mandate
7.2.9 From time to time, the terms of the Authorised Payment Mandate may be amended which will then need to be captured in the relevant Authorised Payment Mandate. The amendment of an Authorised Payment Mandate must be initiated by you.
7.2.10 Where the Boss Linked Account is not held in your name, you acknowledge that you hold an authorisation to act on the account and are able to produce evidence of that authorisation upon request.
7.2.11 You must instruct us via the Kit app, to process an amendment to the Authorised Payment Mandate in the Mandate Management Service on your behalf. The Mandate Management Service will notify the Linked Financial Institution of the amendment request at which point you as the Boss Linked Account owner are required to either authorise or reject the amendment request.
7.2.12 You as the Boss Linked Account owner must either authorise or reject the amendment request within 5 days, otherwise the amendment request will lapse. For clarity, where you as the Boss Linked Account owner do not authorise or reject the amendment request within the specified period of time, the amendment request is deemed to be rejected.

7.2.13 If you as the Boss Linked Account owner rejects the amendment request for any reason, you as the Kit Account owner will need to resubmit the amendment request with the correct details if you still wish for the Mandate to be established.
7.2.14 Once an amendment request has been authorised by you as the Boss Linked Account owner, the Linked Financial Institution should promptly update the Mandate Management Service with this information. The updated Authorised Payment Mandate will apply from the date that is specified in the Authorised Payment Mandate.
7.2.15 The Kit Account is intended for personal use. You must not submit any more amendment requests to the Boss Linked Account than can be considered reasonable activity for personal use.

Suspending and unsuspending an Authorised Payment Mandate
7.2.16 Subject to the terms of the Authorised Payment Mandate, you may suspend and unsuspend an Authorised Payment Mandate by submitting a Mandate management request through the Kit app. Any suspension or unsuspension of an Authorised Payment Mandate will generally be effective immediately. We will promptly notify the Linked Financial Institution of the suspension or unsuspension, who may in-turn promptly notify you as the Boss Linked Account owner.
7.2.17 Similarly, subject to the terms of the Authorised Payment Mandate, you as the Boss Linked Account owner may suspend and unsuspend an Authorised Payment Mandate. We will promptly notify you of any such suspension and unsuspension via the Kit app.

Cancelling an Authorised Payment Mandate
7.2.18 Subject to the terms of the Authorised Payment Mandate, you may cancel an Authorised Payment Mandate by submitting a Mandate management request through the Kit app. Any cancellation of an Authorised Payment Mandate will generally be effective immediately. We will promptly notify the Linked Financial Institution of the cancellation, which may in-turn notify you as the Boss Linked Account owner.
7.2.19 Similarly, subject to the terms of the Authorised Payment Mandate, you as the Boss Linked Account owner may cancel an Authorised Payment Mandate. A prompt notification will be sent to you via the Kit app.

General
Your responsibilities
7.2.20 You are responsible for the accuracy of the information that you provide to us in connection with all Mandates. You will be liable for any loss that Kit or Hay suffer in connection with any incorrect information provided by you.
7.2.21 You must notify us immediately if you no longer own or have authority to use the bank account to which an Authorised Payment Mandate has/will be made.
7.2.22 You must promptly respond to any notification that you receive from us regarding the suspension of an Authorised Payment Mandate for misuse, fraud or for any other reason. Kit or Hay will not be responsible for any loss that you suffer as a result of you not promptly responding to such a notification.
7.2.23 You are responsible for ensuring that you comply with the terms of the Authorised Payment Mandate.
7.2.24 If you experience any activity that appears suspicious or erroneous, please report such activity to us by contacting Kit through our website heykit.com.au
7.2.25 From time to time, you may receive a notification from Kit via email, push notification or letter, requiring you to confirm that any Authorised Payment Mandates are accurate and up to date. You must promptly respond to this notification.
7.2.26 You must not use PayTo for fraudulent or improper purposes, which for clarity, includes (but is not limited to) where you contravene clauses 7.2.8 and 7.2.15 of this agreement, or where you cancel or suspend an Authorised Payment Mandate without a lawful basis.

7.2.27 Once an Authorised Payment Mandate has been established, your payment details may only be amended by us. You may not request us to amend the payment details of another party.
7.2.28 All intellectual property, including but not limited to the PayTo trademarks and all documentation, remains our property, or that of our licensors (Our Intellectual Property).We grant to you a royalty free, non-exclusive license (or where applicable, sub-license) for the Term to use Our Intellectual Property for the sole purpose of transferring value and making payments within Australia.
7.2.29 Where an intellectual property infringement claim is made against you, Kit and or Hay will have no liability to you under this agreement to the extent that any intellectual property infringement claim is based upon:
(a) modifications to Our Intellectual Property by or on behalf of you in a manner that causes the infringement;
(b) your failure to use Our Intellectual Property in accordance with this agreement.
7.2.30 We may terminate this agreement in accordance with the notification timeframes and methods set out in clause 16 "How we tell you about changes". You may terminate this agreement by submitting a request to close your Account with us by contacting us through the Contact Us page on our website heykit.com.au
7.2.31 You must comply with all applicable laws in connection with your use of PayTo.
7.2.32 You must act promptly in relation to any instructions that you receive from the Linked Financial Institution.
7.2.33 Where the Boss Linked Account is not held in your name, you confirm that you will comply with the Privacy Act 1988 (Cth) as if you are an "APP entity" (as that term is defined in the Privacy Act 1988 (Cth)).

Our responsibilities
7.2.34 We will accurately reflect the information provided by you in connection with a Mandate or an Authorised Payment Mandate in the Mandate Management System.
7.2.35 We may monitor your Authorised Payment Mandates for misuse, fraud and security reasons. You acknowledge and consent to us suspending all or some of your Authorised Payment Mandates if we reasonably suspect misuse, fraud or security issues. We will promptly notify you in accordance with our notification methods, including email, push or SMS, of any such action to suspend an Authorised Payment Mandate.
7.2.36 We may temporarily or permanently restrict your use of PayTo and the Mandate Management Service if you fail to meet the requirements of this agreement, breach a law or regulation relevant to PayTo (or you are suspected of breaching such a law or regulation), or you suffer Bankruptcy or Insolvency.

PayTo Privacy
7.2.37 You:
(a) in the instance the Boss Linked Account is not held in your name, you confirm that you are an Authorised Operator on the account; and
(b) authorise us and any Linked Financial Institution to collect, store and use your personal information (amongst other information) in connection with PayTo, including for the purposes of constructing NPP Payment messages and enabling us to receive NPP Payments in your Account.

8. Security

8.1 Protecting your important information

It is important you keep your Device, Kit App, Card information, PIN and codes (Bosscode and or Passcode) secure:

You must not:

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

8.2 What to do when you suspect your Card has been lost

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

8.3 What to do when you suspect your Card or Account has been compromised:

Where you think a transaction is Unauthorised, is otherwise incorrect or someone else has access to your Account, Card, Device, PIN or Passcode, you must report this immediately via the Kit App by marking your card lost or stolen. You can also raise a Dispute via the Kit App.

8.4 Confirmation of Payee

What is Confirmation of Payee?

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

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

Conducting a Confirmation of Payee lookup

For a payment using a BSB and account number, it is your responsibility to ensure the BSB and account number you want to pay to is correct. The Confirmation of Payee Service may provide you with a view on the likelihood that the account name you enter matches the account. If the Confirmation of Payee Service response indicates that the details do not look right, you should check the account details with the intended recipient before proceeding with the payment.

You must not misuse the Confirmation of Payee Service in breach of these terms and conditions. We may limit or suspend your use if we believe it is reasonably necessary to protect you or us from possible fraudulent activity, scams or other activities that might cause you or us to lose money.

Match outcomes

There are four (4) types of match outcomes, the types and meaning are:

Match	The account details entered match the records held by the account holder's financial institution. The account name will be displayed to the person making the payment.

Close Match	The account details entered closely match the records held by the account holder's financial institution. The account name will be displayed to the person making the payment.
No Match	The account details do not match the records held by the account holder's financial institution. The account name will not be displayed.
Error	The Confirmation of Payee service could not confirm the account details entered. The account name details will not be displayed.

What details should you provide to receive a payment?
To receive money from someone else without any potential delays, you should share the name, BSB, and account number for your account.

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

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

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

CoP acknowledgement
You acknowledge and authorise:

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

Privacy and consent for Confirmation of Payee
To the extent your account details and the use of your account details constitutes disclosure, storage and use of your personal information within the meaning of the Privacy Law, you acknowledge and agree that you consent to that disclosure, storage and use.

9. Responsibility for mistaken or Unauthorised Transactions
Where you think a transaction is an Unauthorised Transaction or is otherwise incorrect, you must contact Kit as soon as possible via the Kit app and provide as much information as you can about the relevant transaction so we can investigate further.
There are specific circumstances and timeframes where we can claim a refund in connection with a disputed transaction. This means that our ability to investigate a disputed transaction is limited to the timeframes imposed by payment service providers and schemes that we deal with, so it is important to let Kit know as soon as possible after you become aware of a disputed transaction. Kit will notify you in writing of the outcome of our investigation, including if we require more time or if a refund is declined and the reasons for that decision.

For Kit accounts, the Account holder is the parent, guardian or legal carer. While cards may be issued for use

by children, the Account holder is the responsible party for the Kit Account and Card, including in relation to mistaken or Unauthorised Transactions, subject always to the protections set out in Clause 9.

9.1 Mistaken payment

Where you make a mistake when making a payment you must notify Kit as soon as possible. We will take reasonable steps to try to reverse the transaction and retrieve your funds. However, if we can't reverse the transaction, we are not responsible, and you will be liable for the mistaken payment.

If We are reasonably satisfied that funds were paid into your account by mistake, through unauthorised activity, or due to fraud, and your account has a sufficient balance, We may debit your account for the amount received and return it to the payer without prior notice.

9.2 Disputed transactions and chargebacks

If you have a dispute with a merchant relating to a purchase made using your Kit Card (with the exception of an Unauthorised Transaction):

1. You must first attempt to resolve the issue directly with the merchant.
2. If the issue cannot be resolved, you may lodge a dispute through the Kit app as soon as possible.

Where eligible, we may raise a chargeback through the Visa scheme. Chargeback rights are subject to Visa rules, evidence requirements and time limits.

9.3. Lost, stolen Kit Card or compromised PIN

You will not be responsible for losses resulting from Unauthorised Transactions:

- that occurred before your Kit Card is received by you;
- that occurred after you have locked or cancelled your Card and while it remains locked; or
- where you didn't contribute to the Unauthorised Transaction.

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

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

Your liability will be limited to the extent permitted under applicable law.

10. Transaction history

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

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

For customers with a CommBank Youthsaver account linked to a Kit Account

If you have linked a Youthsaver Account (issued by the Commonwealth Bank) to your Kit Account, you can view the transaction history of the Youthsaver account within your Kit app.

11. Kit Card and Kit Account cancellation and suspension

11.1 Accountholder instruction to close Account

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

11.2 When We can Block or close your Card and/or Account

We may close your Card and/or Account after giving you reasonable notice. In some circumstances, at our discretion, We may Block or close your Card and/or Account without notice, if:

- If We have concerns about its security or if We suspect your Card or Account has been compromised.
- If We become aware that you haven't complied with these Terms or the Kit App Terms of Use
- If We are required to by applicable laws
- If We suspect that your Card or Account are being used for illegal activity
- To manage any risk
- If We reasonably consider that a transaction is fraudulent, in breach of the AML Act, or if We have concerns regarding money laundering or terrorism financing risk.
- If we reasonably consider you are engaging in conduct that is:
    - coercive or controlling behaviour to limit a person's access to or use of funds
    - making profane, derogatory, discriminatory or harassing comments to any person
    - making or promoting threatening or abusive language to any person
    - making or threatening physical or psychological harm to any person
- If you have not paid your Kit Membership Fee by the due date Kit specifies (Due Date).
  Kit will make efforts to contact you to pay following the Due Date. However, if the fee is still outstanding at 30 days past the due date, your Account may be suspended until all outstanding fees have been paid. We will also return your Total Balance to your Boss Linked Account Following such suspension and unless agreed otherwise with you, we will cancel your Kit Card and Kit Account.
- If you have not used the Kit Card, Kit App and/or Kit Account for a period of at least 3 months, Kit (a) will suspend your Kit Membership Fee payments and/or (b) may suspend and/or terminate your access, including for security purposes, to the Kit App or Kit Services, and may suspend and/or terminate the Kit Account . Kit will make reasonable efforts to contact you (through the email address on your account) during this time and prior to our suspension and/or termination of (a) fee charging and/or (b) your use of the Kit App, Kit Services and Kit Account. If you wish to keep your access to the Kit App, Kit Services (subject to any Kit Membership Fee), you may notify Kit and continue to do so. If you wish to keep your access to the Kit Account (subject to any Kit Membership Fee), you may notify Kit and continue to do so.

Where possible, We will inform you why We have suspended or closed your Card and/or Account, however, in some cases, our legal obligations may prevent Us from providing this information, and our failure to inform you of the reasons does not constitute a breach of these Terms.
Hay is not responsible for any loss that arises where We Block or Cancel your Card and/or Account.

11.3 If We cancel your Card and Account:

- You must pay any outstanding fees or charges owed to us.
- We may need to wait for all pending transactions to be processed and for your account balance to reach $0 before We can close your account.
- If there is a credit balance remaining, We will take reasonable steps to return it your Boss Linked Account

- You will no longer be able to use your Card or Account.
- You remain responsible for any transactions that that occur on your Card or Account (including outstanding Card transactions), even after cancellation.
- If we cancel your Kit Card and Account, Kit will also cancel the consent to share data from the Commonwealth Bank if you have a linked CommBank Youthsaver account. This will not affect the Youthsaver account issued by the Commonwealth Bank in any way.

12. Responsibilities and boundaries

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

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

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

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

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

13. Complaints

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

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

14. How We tell you about changes

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

We may give notices to you in the following ways:

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

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

15. Sending you marketing and commercial messages

This clause relates to the marketing and commercial electronic messages Kit may send you.
If you provide Kit with your contact details (such as your email, telephone number) and other personal information, you agree that Kit may use them to communicate with you (unless you tell Kit not to), including:

- to send you commercial electronic messages;
- for direct marketing purposes; and
- to make phone calls to you on an ongoing basis.

By registering for online services or accessing Kit applications (such as the Kit app), you also agree that (unless you tell Kit not to) Kit may send you commercial electronic messages and/or direct marketing through these online services and apps (including push notifications, in-app messages and notifications, or messages to your Kit app inbox).
If you use a virtual assistant that may be available in Kit's online services or app, you agree that the virtual assistant may send you commercial electronic messages or direct marketing in its responses to the prompts you submit to the assistant.
Kit may use third party service providers such as marketing companies or mail houses to send messages on Kit's behalf for direct marketing purposes. You agree that (unless you tell Kit not to) Kit may share your personal information with marketing companies or mail houses so they can send you direct marketing messages on Kit's behalf.

Changing your preferences
Kit will provide you with options you may use to opt out of receiving commercial electronic messages Kit send you and to choose the way Kit send them to you. While in some cases one of the options may be an unsubscribe facility, you agree Kit are not required to include an unsubscribe facility in commercial electronic messages we send you.
Opting out of commercial electronic messages may impact Kit's ability to provide you with information about all the benefits that are available as our customer. There are, however, messages that Kit must be able to send you and which you will not be able to opt out of receiving.

16. Governing law
The laws of New South Wales will govern the Kit Card and Kit Account, and any legal questions concerning this agreement.

17. Meaning of words
In these Terms and Conditions, words that have a capital letter have the following meaning:

General Terms:

- **Available Balance:** means the value stored on your Kit Card and available in your Kit Account at a particular point in time (in Australian Dollars or AUD) which you can see in the Kit app.
- **Accountholder** means those who are authorised to hold Kit Accounts issued by Hay.
- **Apple** means Apple Pty Limited ABN 46 002 510 054 and its related bodies corporate and affiliates.
- **Apple Pay** means the payment platform created by Apple for making payments using an Apple Device and a supported Card registered on such a Device. Apple Pay is a registered trademark of Apple Inc.
- **ATM withdrawal** means removal of physical cash from your Account through an Automatic Teller Machine (ATM).
- **Boss Linked Account** means the account you select to link to your Kit account in onboarding. This account can be changed in the Kit app. This account must be one you have authorisation to transact on.
- **Bosscode** refers to the code you set up to protect the Kit Account; this code will allow you to perform boss only actions on the Kit Account. You must not share this code with your child, **as it will allow the child to perform actions on the Kit Account they are not permitted to, such as transferring in from your Boss Linked Account.**
- **Block** means a temporary status Kit or Hay has applied to an Account or Card to prevent transactions from being processed. Only Hay or Kit can remove a Block.
- **Cardholders** means those who are authorised to hold Kit Cards issued by Hay.
- **Contactless Transaction** means a transaction where a contactless-enabled Card or Device is used to make a payment by tapping it near a contactless-enabled terminal, without the need to insert the Card.
- **Chargeback** means the process established by Visa in which a Cardholder challenges a transaction made via their Card.
- **Device** means any equipment or artefact designed to be used to access your Kit Account.
- **Disputed Transaction (or a Dispute)** means a Card or Account transaction that the Accountholder is claiming is illegitimate in some way. For an Account transaction Dispute, the process to lodge and assess this claim is established by the New Payments platform (NPP) and Direct Entry (DE).
- **Google Pay** means the mobile wallet service provided by Google that enables you to make Google Pay payments. Google Pay® is a trademark of Google LLC.
- **Issuer** means Hay Limited ABN 34 629 037 403 Australian Financial Services Licence No. 515459 and the Issuer of both the Kit Card and Kit Account. Hay Limited is not an Authorised Deposit-taking Institution for the purposes of the Banking Act 1959 and its obligations do not represent deposits or other liabilities of CBA.
- **Kit** is a brand of CBA New Digital Businesses Pty Ltd ABN 38 633 072 830 trading as HEY Kit, a wholly owned but non-guaranteed subsidiary of the Commonwealth Bank of Australia ABN 48 123 123 124 (CBA). CBA New Digital Businesses Pty Ltd is not an Authorised Deposit-taking Institution for the purposes of the Banking Act 1959 and its obligations do not represent deposits or other liabilities of CBA or its subsidiaries, and therefore you may be exposed to investment risk including possible delays in repayment and loss of income and principal invested, as relevant. Kit is a distributor of the Hay issued Kit Account and Kit Card.
- **Kit Account or Account** means the digital account issued by Hay Limited, that is linked to your Kit Card. The Kit Account represents your Available Balance but is not a bank account.
- **Kit Card or Card** means the physical and digital reloadable Visa prepaid card which Hay issue to you.
- **Kit app** means the application on your Device that you access your Kit Card and Kit Account from.
- **Kit Membership Fee:** As outlined in section 10 of the Product Disclosure Statement, the Kit Membership Fee is the fee payable for access to the Kit Card, Kit Account and any other benefits Kit members may be entitled to as part of the membership.

- **Lock** means a temporary status placed on a Card which results in all transactions being prevented while the Lock is in place.
- **Maximum Top Up:** this daily limit is the total of all transfer of value to the Kit Card and Kit Account. This will include transfers from another bank account, PayTo or Direct Debit from your Boss Linked Account and positive value transactions to the Kit Card, such as a Merchant refund.
- **Merchant** means authorised vendors who are able to accept and process a Visa prepaid card.
- **Pay Anyone** means a payment from your Account to another person's account with an Australian Financial Institution by using the BSB and account number of the person to whom you are making the payment.
- **Passcode** means a code or password you choose to protect access to your Device, or any other password or code We provide to you (for example, to help you authorise a transaction)
- **Purchase** means payment made using a Card to acquire goods or services from a Merchant.
- **PIN** means personal identification number and the set of digits used to protect access to your Kit Card which is created by you when signing up to Kit.
- **Terms and Conditions** means the detail and rules that apply to the opening, fulfilment and use of the Kit Card and Kit Account. They are an essential part of a contract between the Cardholder and Hay Limited as the Issuer of the Card and Account
- **Total Balance** means the value stored in your Kit Account at a particular point in time (in Australian Dollars or AUD) which you can see in the Kit app.
- **Unauthorised Transactions:** means a transaction which you haven't authorised and without your knowledge and consent.
- **Visa:** means Visa Worldwide PTE Ltd
- **We, Us** means Hay

PayTo Service Agreement Terms

- **Authorised Payment Mandate** means a Mandate that has been authorised by you as the Boss Linked Account owner and stored in the Mandate Management Service, authorising an NPP Payment, or a series of NPP Payments, to be made from the Boss Linked Account to your Kit Account, in accordance with its terms.
- **Linked Financial Institution** has the meaning given in clause 7.2.3.
- **Insolvency** has meaning given by the Corporations Act 2001.
- **Bankruptcy** has the meaning given by the Bankruptcy Act 1996.
- **Boss Linked Account** means the account from which you are requesting payment, which must be your own account, held with another financial institution.
- **Boss Linked Account Owner**: means the owner of the account from which you are requesting payment.
- **Mandate** has the meaning given in clause 7.2.3.
- **Mandate Management Service** means the central, secure database operated by NPP Australia Limited of Authorised Payment Mandates.
- **NPP Payments** means electronic payments cleared and settled by participating financial institutions via the NPP (New Payments Platform operated by NPP Australia Limited).
- **Our Intellectual Property** has the meaning given in clause 7.2.28.
- **PayTo** means a service which enables:

(a) an eligible Customer to request, and a Boss Linked Account owner to pre-authorise an NPP Payment, or a series of NPP Payments, in accordance with an Authorised Payment Mandate; (b) an eligible customer to amend, suspend, unsuspend, and cancel Authorised Payment Mandates.

- **Term** means the period between the date on which you confirm acceptance to be bound by the terms of this agreement and the date on which either party terminates this agreement.
- **Hay** means Hay Limited A.B.N. 34 629 037 403 the issuer of the Card / Account and AFSL holder AFSL 515 459.

- **You and Your** means you as a Kit customer eligible to utilise PayTo and the Mandate Management Service or, as applicable, you as the owner of the Boss Linked Account.