

# Wisr App Terms of Use and Direct Debit Service Agreement

Last updated on 10 July 2018

The Terms of Use and Direct Debit Service Agreement (Section 11) set out below (the "Agreement") govern your use of the Wisr phone application (the "App") and website located at [www.wisr.com.au/app](http://www.wisr.com.au/app) (the "Website") and forms a binding agreement between Wisr Finance Pty Ltd (ACN 119 503 221) ("Wisr") and you in relation to your use of the App/Website.

Please read this Agreement carefully before using the App/Website. If you have any questions, please contact us. By using the App/Website, you acknowledge and agree that you have had an opportunity to read and understand all of this Agreement, the Product Disclosure Statement ("PDS"), and the Privacy Policy and you agree to be bound by their terms and conditions. If you do not agree with the terms set out in this Agreement, the information set out in the PDS, or the Privacy Policy, you should not access or use the App/Website.

Wisr will only provide its App services to users who meet its eligibility requirements as set out in section 6 of the PDS. Please be aware that whilst Wisr will not be bound to provide you with services prior to the establishment of your Wisr App Account in accordance with these Terms and Conditions and PDS, your use of the App/Website prior to that point (for example, any browsing activity of the publicly accessible portions of the App/Website) will remain subject to this Agreement.

Wisr may, from time to time, amend this Agreement. Any such amendments will be posted on the App/Website and will take effect at least fourteen (14) days after such posting. If you do not accept such amendments to the Agreement, you cannot continue to use the App/Website. By using the App/Website, you agree that the then current version of this Agreement (including any amendments effective at that time) applies to your use of the App/Website.

You consent that the PDS can be sent to you via the App or by email.

## 1. Definitions

### 1.1. In this Agreement:

- 1.1.1. **\$** in these Terms and Conditions means Australian dollars unless stated otherwise;
- 1.1.2. **Account Maintenance Fees** means the Account Maintenance Fees as described in Section 5. Fees and Costs of the PDS.
- 1.1.3. **Agreement** means this Terms of Use and Direct Debit Request Service Agreement between us and you;
- 1.1.4. **Business Day** means a day on which banks are open for general banking business in Sydney, Australia except for Saturdays, Sundays, NSW Public Holidays, National Public Holidays and Bank Holidays in Australia;
- 1.1.5. **Debit Arrangements** means the debit arrangements that apply between us and you as set out in Section 11. Direct Debit Service Agreement of this Agreement.
- 1.1.6. **Debit Day** means a day that your account is due to be debited by us;
- 1.1.7. **Debit Payment** means a particular debit from your account;
- 1.1.8. **Debt Account** means the bank account attached to your existing mortgage, personal loan or credit card debt, that you authorise Wisr to pay your Rounds-Ups into;
- 1.1.9. **Funding Account** means the bank account that you authorise us to direct debit money from. You can only have one Funding Account linked, and it must not be a credit card or other debt type;
- 1.1.10. **Manual Contribution** means a one-off amount specified by you to be direct debited from your Funding Account.
- 1.1.11. **PDS** means the Product Disclosure Statement;
- 1.1.12. **Privacy Policy** means the Privacy Policy of the App, which is available from time to time on the Website and available through the App. We are required to handle your personal information in accordance with the requirements of the Privacy Act 1988 (Cth) and the Australian Privacy Principles.

- 1.1.13. **Round-Up(s)** means the designation of an amount of money for contribution towards your Debt Account that equals the difference between the amount paid to purchase goods or services using your Tap and Go Account and the lowest whole dollar amount that is greater than the purchase amount.
- 1.1.14. **Round-Up Withdrawal** means a withdrawal from your Funding Account initiated automatically in accordance with your standing direct debit instructions when your accumulated Round-Ups are greater than \$5.00.
- 1.1.15. **Tap and Go Account** means the bank account that you use for the purchase of goods or services that generate Round-Ups. This bank account may also be your nominated Funding Account. You can link more than one Tap and Go Account to generate Round-Ups.
- 1.1.16. **You** and **your** means the person to whom the services are being provided to by us;
- 1.1.17. **Your Contributions** means total amount of Round-Up Withdrawals and Manual Contributions direct debited from your Funding Account during the month.
- 1.1.18. **Your Financial Institution** means the financial institution identified by you as holding your Funding Account.
- 1.1.19. **We, Us, Our** or **Wizr** means Wizr Finance Pty Ltd (ACN 119 503 221).
- 1.1.20. **Wizr App Account** is the account a user may have to login and use the App. This account encapsulates all information the App knows about the user, including but not limited to their name, email, mobile number, and bank transactions when details are provided.

## 2. **Advice Warning**

- 2.1. While all reasonable efforts have been made to ensure that the information and content contained in the App/Website is accurate and up to date, it:
  - 2.1.1. is not designed to provide personal financial advice;
  - 2.1.2. does not take into account your particular objectives, financial situation, or needs; and
  - 2.1.3. is prepared for general promotional purposes only and is not an offer to sell or solicitation to buy any financial product.
- 2.2. Consequently, you should not act on the basis of any information contained on the App/Website without considering the appropriateness of the information to your own objectives, financial situation or needs and, where you consider it necessary or appropriate, seeking appropriate specific advice.
- 2.3. Wizr makes no representation and gives no advice in respect of any financial, investment, tax, legal or accounting matters in any jurisdiction including the suitability of any financial product. Neither Wizr nor any of its affiliated companies, agents or subcontractors shall be liable for any direct, indirect, special, incidental, consequential, punitive, or exemplary damages, including lost profits arising in any way from, including but not limited to: (i) the information provided in the App/Website; (ii) the modification or misuse of information on the App/Website; or (iii) claims of third parties in connection with the use of this App/Website.

## 3. **Modifications and Usage**

- 3.1. Wizr reserves the right to modify, discontinue or disable the App/Website or any part of the App/Website (on a permanent or temporary basis) at any time. While Wizr will, where reasonably practicable and possible, endeavour to provide you with prior notice of such modifications, discontinuations or disabling, you agree and accept that it may not always be possible to provide you with such prior notification.
- 3.2. You must not use the App/Website:
  - 3.2.1. to collect any personal information on other individuals or to upload personal information of other individuals, including their names, address, phone number or any other identifying information; or
  - 3.2.2. for any unlawful purpose.
- 3.3. You must not violate or attempt to violate the security of the App/Website. You must not hack into the App/Website, Wizr's computer systems or the computer systems of other users of the App/Website. "Hacking" means unauthorised access, malicious damage and/or interference and includes, without limitation, spamming, propagating viruses, worms or other types of malicious programs, deliberate attempts to overload a computer system, broadcast attacks or any other method designed to damage or interfere with the operation of a computer system or App/Website.

- 3.4. If you breach the terms of this Agreement, Wisr may (at its option, and without limiting the remedies available to Wisr in any way) terminate its Agreement with you or bar you from accessing the App/Website on a temporary or permanent basis.

#### **4. Usernames and Passwords**

- 4.1. You can play an important role in keeping your personal information secure by maintaining the confidentiality of any password and accounts used on the App/Website. Please notify Wisr immediately if there is any unauthorised use of your account by any other internet user or any other breach of security.
- 4.2. You are responsible for the security of your username and password (or other log-in information) and you take responsibility to ensure the confidentiality of this information.

#### **5. Intellectual Property Rights**

- 5.1. The App/Website and all content contained on the App/Website (including without limitation all text, graphics, icons, advertisements, photographs, databases, trademarks and other information contained on the App/Website (other than Third Party Content) ("Wisr Content") (and all intellectual property rights that subsist in the App/Website and Wisr Content, including without limitation copyright, trademarks, patents, design rights and all other forms of intellectual property existing in the world) are owned and operated by Wisr or its third party licensors and suppliers. Nothing in this Agreement constitutes a transfer of any intellectual property rights.
- 5.2. Subject to this Agreement and all applicable laws and regulations, Wisr grants you a non-exclusive, non-transferable, personal, limited licence to download, access, view, use and display the Wisr Content which Wisr makes available to you from time to time on the terms and conditions set out in this Agreement.
- 5.3. You must not do anything which breaches or otherwise interferes with Wisr's intellectual property rights or the intellectual property rights of any of Wisr's third party licensors. You may not distribute, reproduce, publish, alter, modify or create derivative works from any Wisr Content without the prior written permission of Wisr or the relevant third party licensor or exploit such contents for commercial benefit.
- 5.4. All rights not expressly granted are reserved by Wisr.

#### **6. Privacy**

- 6.1. By using the App/Website, you agree to provide true, accurate, current and complete information about yourself, and your accounts maintained at third party websites and you agree to not misrepresent your identity or your account information held with third party account providers.
- 6.2. By using, and continuing to use, the App/Website, you authorise Wisr and its service providers ("Service Providers") to access third party websites designated by you, on your behalf, to retrieve information requested by you in order to facilitate the provision of services by Wisr. For that sole purpose only, you hereby appoint Wisr and each Service Provider as your agent, with full power of substitution and resubstitution, to access third party websites, servers or documents, retrieve information, and use your information, all as described in this clause 6.2, with the full authority to do and perform anything necessary to be done in connection with such activities, as fully to all intents and purposes as you may or could do in person. YOU ACKNOWLEDGE AND AGREE THAT WHEN WISR OR A SERVICE PROVIDER ACCESSES AND RETRIEVES INFORMATION FROM THIRD PARTY WEBSITES, WISR AND ANY SERVICE PROVIDER ARE ACTING AS YOUR AGENT. You agree that third party account providers are entitled to rely on the foregoing authorisation and agency granted by you solely for the purpose set out in this clause 6.2.
- 6.3. Any personal information collected by Wisr through the App/Website, or otherwise collected by or on behalf of Wisr, will be dealt with in accordance with the Wisr App Privacy Policy and the Privacy Policy of the Service Providers.

## 7. **Third Party Activities**

- 7.1. The App/Website may contain links to third party websites where content is not controlled by Wisr ("Linked Sites").
- 7.2. Links to Linked Sites are provided for convenience only. The appearance of a link to a Linked Site does not imply Wisr's endorsement, review, or approval of that Linked Site or any content created or uploaded by a party other than Wisr, including all text, graphics, icons, advertisements, photographs, databases, trademarks and other information created and/or uploaded by such a party ("Third Party Content"). Wisr has no control over and is not responsible for any Linked Site or any Third Party Content.
- 7.3. You access Linked Sites at your own risk and, to the full extent permitted by law, subject to clause 8.5, Wisr disclaims all guarantees and warranties, express and implied, as to the accuracy, value, legality or otherwise of any materials or information contained on such Linked Sites and in Third Party Content.
- 7.4. Your use of Third Party Content (including, without limitation, that featured on Linked Sites) may be subject to a third party's terms and conditions of use. It is your responsibility to check and comply with such terms.

## 8. **Liability**

- 8.1. To the full extent permitted by law and subject to clause 8.5, Wisr excludes all representations, warranties, guarantees, terms and conditions, whether express or implied (and including, without limitation, those implied by statute, custom, law or otherwise), except as expressly set out in this Agreement.
- 8.2. To the full extent permitted by law and subject to clause 8.5, the App/Website and the Wisr Content is provided to you on an "as is" and "as available" basis, without any representation or endorsement made and without warranty or guarantee of any kind (whether express or implied). This means that Wisr does not guarantee continuous, uninterrupted or secure access to the App/Website or that its servers are free of computer viruses, bugs or other harmful components or that defects will be corrected. As a result, you may at times experience disruption or other difficulties in using the App/Website. You should consider the potential for disruption or other difficulties in planning your use of the App/Website. To the extent permitted by law, Wisr has no liability to you whatsoever for loss or costs of any kind you suffer as a result of or in connection with any disruption or other difficulties in using the App/Website.
- 8.3. To the full extent permitted by law, subject to clause 8.5 and except where the relevant liability arises from Wisr's unlawful actions, neither Wisr nor any party involved in creating, producing or delivering the App/Website accepts any liability for the accuracy, timeliness or completeness of the information contained on the App/Website or any responsibility for any errors or omissions in the content on the App/Website.
- 8.4. To the full extent permitted by law, subject to clause 8.5 and except where the relevant liability arises from Wisr's unlawful actions, Wisr excludes all liability to you for any damages or loss (including without limitation direct, incidental, indirect, consequential, special, punitive or exemplary damages or any loss of business, interest, goodwill, revenue, profit, or loss or corruption of data) arising out of your access to, or use of, or inability to use or access the App/Website or otherwise in connection with:
  - 8.4.1. your use of, or reliance on, the App/Website (or any of the Wisr Content, Linked Site or Third Party Content) however caused (including, without limitation, damage or loss arising in contract, tort (including, without limitation, negligence), statute or otherwise);
  - 8.4.2. the accuracy, timeliness, credibility, quality, utility or completeness of the information contained on the App/Website; and/or
  - 8.4.3. any errors or omissions in the content on the App/Website, whether or not Wisr is aware of such errors or omissions.
- 8.5. Certain legislation including the Australian Consumer Law, may imply warranties or conditions or impose obligations, remedies or guarantees which cannot be excluded, restricted or modified except to a limited extent. Such legislation may, for example, impose non-excludable guarantees that goods are of acceptable quality or that services will be rendered with due care and skill (with certain remedies available to consumers for certain breaches of such guarantees). To the extent that such legislation applies, this Agreement must be read subject to those statutory provisions. If those statutory provisions apply, notwithstanding any other provision of this Agreement, to the extent that Wisr is entitled to do so, Wisr limits its liability pursuant to such provisions for any goods to the

replacement, repair or refund of the cost of goods, or for services, to the re-supply or the payment of the cost of having the services supplied again.

- 8.6. You agree to fully compensate Wisr and its officers, employees and agents from and against reasonable liability, loss, damage, costs and expense (including, without limitation, reasonable legal expenses on a reasonable basis) and penalties incurred or suffered by any of them arising out of:
- 8.6.1. your material breach of this Agreement (noting that for the purposes of this clause 8.6, a material breach will include, without limitation, a breach of a representation, obligation or warranty);
  - 8.6.2. any misuse or use of Wisr Content in breach of this Agreement; and
  - 8.6.3. any act of fraud or wilful misconduct by or on behalf of you.

## 9. **General**

- 9.1. We may provide you with notices in connection with this Agreement by posting such notices on the App/Website or, where appropriate, by email, push notifications from the App, or SMS if you have provided contact details for that purpose.
- 9.2. Wisr may assign this Agreement provided that the relevant assignee undertakes to perform all of Wisr obligations herein.
- 9.3. The obligations to compensate for losses incurred by Wisr and its officers, employees and agents in this Agreement are continuing obligations of the parties, separate and independent from their other obligations and survive termination of this Agreement and absolute and unconditional and unaffected by anything that might have the effect of prejudicing, releasing, discharging or affecting in any other way the liability of the party that is obliged to provide the compensation.
- 9.4. This Agreement is governed by the laws of New South Wales, Australia, and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales and waive, without limitation, any claim or objection based on absence of jurisdiction or inconvenient forum.

## 10. **Important Acknowledgements**

### 10.1. **By applying for a Wisr App Account:**

- 10.1.1. you consent to receive any and all documents, information, or other communications from Wisr electronically through the App/Website, email or otherwise over the internet;
- 10.1.2. you agree and acknowledge that we will use your personal information to send you messages containing important information about the App and your Wisr App Account. These messages are an important part of the service that we provide to you, and will be sent to you as long as you hold the Wisr App Account. You cannot opt-out of receiving these messages;
- 10.1.3. you agree and acknowledge to the PDS, available at [www.wisr.com.au/app](http://www.wisr.com.au/app) or via the App/Website;
- 10.1.4. you agree and acknowledge that you must have a direct debit arrangement in place to use the services of the App;
- 10.1.5. you agree and acknowledge that you must use the App to connect your Wisr App Account to your Funding Account to make payments to your Debt Account;
- 10.1.6. you agree and authorise for Your Contributions to be held in our bank account from the day Your contributions are direct debited to the day Your Contributions (less any fees and costs) are paid to your Debt Account;
- 10.1.7. In relation to your Funding Account, you represent, confirm, and agree:
  - a) your linked bank account is not, and will never be, a credit card, overdraft amount or any other borrowed money;
  - b) that any information you enter into the App about your Funding Account, will be true, accurate, current, and complete;
  - c) your linked bank account is capable of being direct debited;
  - d) your linked bank account is not subject to additional fees triggered by a direct debit;
  - e) there are sufficient funds in your Funding Account to meet all your commitments; and
  - f) Wisr is not responsible nor will indemnify you for any fees or interest incurred from your use of the App.
- 10.1.8. In relation to your Debt Account, you represent, confirm, and agree:
  - a) that your nomination of your Debt Account is your instruction to us to pay Your Contributions to your Debt Account;

- b) your linked account is not subject to any early repayment and/or exit fees which may be triggered by your use of the App;
  - c) that any information you enter into the App about your Debt Account, will be true, accurate, current, and complete; and
  - d) Wisr is not responsible nor will indemnify you for any fees or interest incurred from your use of the App.
- 10.1.9. you confirm that any information you enter into the App about your Tap and Go Account, will be true, accurate, current, and complete;
- 10.1.10. you agree and acknowledge that nothing in these Terms and Conditions gives you any right to contribute money via the Wisr App Account other than by direct debit from your nominated Funding Account in accordance with the PDS.

## 10.2. **Interest earned from holding Your Contributions**

- 10.2.1. You agree and acknowledge that we are entitled to keep all interest earned (if any) from holding Your Contributions in our bank account and you will not make any claims for interest earned.

## 11. **Direct Debit Request Service Agreement**

### 11.1. **Debit Arrangements**

- 11.1.1. By applying for a Wisr App Account, you agree to the terms of this Agreement and request and authorise us to make periodic debits on your Funding Account for:
- a) Your Contributions (less any fees and costs) to be paid to your Debt Account; and
  - b) any amount payable to us by you, including any payable Account Maintenance Fees.
- 11.1.2. You authorise Ezidebit Pty Ltd ACN 096 902 813 (Direct Debit User ID number 165969, 303909, 301203, 234040, 234072, 428198) ("Ezidebit") to perform the above periodic debits on your Funding Account on behalf of us.
- 11.1.3. You acknowledge that Ezidebit is acting as a direct debit agent for us and that Ezidebit does not provide any goods or services (other than the direct debit collection services to you for us pursuant to this Direct Debit Request Service Agreement) and has no express or implied liability in regard to the goods or services provided by Wisr or the terms and conditions of any agreement that you have with Wisr.
- 11.1.4. You acknowledge that there may be a delay in processing the debit if:-
- a) There is a public or bank holiday on the day of the debit, or any day after the debit date;
  - b) A payment request is received by Ezidebit on a day that is not a banking Business Day in Queensland; or
  - c) A payment request is received after normal Ezidebit cut off times, being 3:00pm Queensland time, Monday to Friday.
- Any payments that fall due on any of the above will be processed on the next business day.

### 11.2. **Variations**

- 11.2.1. You authorise us to vary or cancel the amount to be debited from your Funding Account at any time for the purposes of the App. You agree that you do not require notifications from Ezidebit of such variations to the debit amount.
- 11.2.2. You may, via the App, alter your Debit Arrangements. If you request a variation in the Debit Arrangements, you will be required to provide verification information again.

### 11.3. **Cancellation**

- 11.3.1. You may cancel your authority for us to debit your Funding Account at any time by suspending your Round Ups via the App.

### 11.4. **Disputes**

- 11.4.1. If you believe that we have debited your account incorrectly, contact us using the contact details below as soon as possible. We may ask you to confirm your query in writing. We will investigate your query and notify you in writing of the action we have taken within 21 days.

- 11.4.2. If we find that the debit was made incorrectly, we will adjust your account accordingly (including in relation to interest and charges). To the extent permitted by law, we will not be liable for any other losses suffered by you. If we find that the debit was made correctly, we will provide you with reasons and any evidence for this finding.
- 11.4.3. You may also ask your financial institution to query a debit on your behalf.

#### 11.5. **Your account**

- 11.5.1. You acknowledge that your Funding Account to be debited has been verified against a recent bank statement to ensure accuracy of the details provided and you will contact your financial institution if you are uncertain of the accuracy of these details.
- 11.5.2. You acknowledge that it is your responsibility to ensure there are sufficient cleared funds in your Funding Account by the Debit Day to enable the direct debit to be honoured on the Debit Day. Direct debits normally occur overnight, however transactions can take up to three (3) Business Days depending on the financial institution. Accordingly, you acknowledge and agree that sufficient funds will remain in the nominated account until the direct debit amount has been debited from your Funding Account and that if there are insufficient funds available, you agree that Ezidebit and Wisr will not be held responsible for any fees and charges that may be charged by either your or Wisr's financial institution.
- 11.5.3. You acknowledge that direct debiting is not available on all accounts and you should check with your financial institution whether direct debiting is available on your account and if so, whether additional fees will be incurred.
- 11.5.4. If you are uncertain about the Debit Arrangements, you should check with your financial institution before agreeing to the Debit Arrangements.

#### 11.6. **Failed payments**

- 11.6.1. If your financial institution does not permit us to process a Debit Payment on a Debit Day (whether because there are insufficient clear funds or for any other reason), the following terms apply:
- 11.6.2. We will notify you in writing and we may require you to pay failed payment fees and charges.
- 11.6.3. Your financial institution may also require you to pay fees, charges and interest of which we take no responsibility for.

#### 11.7. **Notices**

- 11.7.1. If you are required or wish to give us written notice in relation to the Debit Arrangements, use the App/Website or the contact details in the PDS. We will send notices to you by email to the email address that you have provided to us.

#### 11.8. **Ezidebit and your Privacy**

- 11.8.1. For the purposes of this Direct Debit Service Agreement, you agree to appoint Ezidebit as your exclusive agent with regard to the control, management and protection of your personal information. You authorise Ezidebit to take all necessary action (which Ezidebit deems necessary) to protect and/or correct, if required, your personal information, including (but not limited to) correct account numbers and providing such information to relevant third parties and otherwise disclosing or allowing access to your personal information to third parties in accordance with the Ezidebit Privacy Policy which can be found at <http://www.ezidebit.com/au/privacy-policy/>
- 11.8.2. Other than as provided in this Direct Debit Service Agreement, the Wisr App Privacy Policy, or the Ezidebit Privacy Policy, Ezidebit will keep your information about your nominated account at the financial institution private and confidential unless this information is required to investigate a claim made relating to an alleged incorrect or wrongful debit, or as otherwise required or permitted by law.
- 11.8.3. You hereby irrevocably authorise, direct and instruct any third party who holds/stores your personal information relating to this Direct Debit Service Agreement to release and provide such information to Ezidebit on your written request.
- 11.8.4. You authorise:
  - a) Ezidebit to verify and/or correct, if necessary, details of your account with your financial institution; and
  - b) Your financial institution to release information allowing Ezidebit to verify your account details.

**Contact us**

If you have any queries, please contact us.

**Email:** [app@wisr.com.au](mailto:app@wisr.com.au)

**Post:**

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58 Pitt St

Sydney NSW 2000