

GROUPEE PTY LTD TERMS AND CONDITIONS

UPDATED MARCH 2021

1. INTRODUCTION

1.1. Name and contact details

“Groupee” is a computer software application (henceforth, “**the Groupee app**”) owned by Groupee Pty Ltd (ACN 613 052 645) and its related bodies corporate. The Groupee app is provided on the conditions set out in these terms. Our contact details are provided in Section 15 of this document.

1.2. Your contract with us

In order to become a registered user of the Groupee app, you will need to:

- a) Download the Groupee app;
- b) Agree to the terms and conditions set out in this document;
- c) Warrant that you are at least 18 years of age, or if you are agreeing to be bound to these Terms on behalf of a person under 18, that you are that person’s parent or legal guardian, and that you will inform that person about these Terms and their obligation to comply with them;
- d) Provide the information set out in Clause 3.1. below; and
- e) Link your Groupee account to a Mastercard®, Visa, or American Express debit or credit card.

Once you are a registered user of the Groupee app (henceforth “**you**” or “**your**”), the terms and conditions set out in this document will form the contract between you and Groupee Pty Ltd and will govern your use of the Groupee app. By using the Groupee app you agree to be bound by these terms.

1.3. Modification of terms

Groupee may modify these Terms at any time, and such modifications will be effective as soon as Groupee provides a notification through the App or updates the Terms on its website. You agree to any modifications to the Terms by continuing to use the App after the Terms have been modified. You are bound by any such modification. A copy of our current Terms are available through the App and are displayed on Groupee’s website at all times.

2. OVERVIEW

2.1. What is Groupee?

Groupee is an app compatible with Android and iOS mobile devices. This includes all modifications, enhancements or updates (including new versions and renamed versions), and includes all associated documentation and instructions relating to it.

2.2. Services

The Groupee app allows you to split payments in real-time, by providing the following services:

- a) Create groups:

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- i) To pay “For Now” (**Live Group**): you don’t have to split evenly; each person decides what they want to pay; or
- ii) To pay “For Whenever” (**Saved Groups**): you can use these groups again and again. Perfect for housemates, travel buddies, best friends... anyone who you pay with all the time. You have to split evenly.
- b) Group funds: once you’ve made a group, collect everyone’s share of the payment in one click. The funds are collected from your nominated funding source (a credit or debit card). Once collected, the money is stored on your Groupee Mastercard®: a virtual debit card.
- c) Pay: using your Groupee Mastercard®, you can pay;
 - i) In-store: tap your phone to pay, or
 - ii) Online: click on the Groupee Mastercard® in the Groupee app to reveal the card details. Enter these details in at checkout just like you would with any credit or debit card.
- d) Top up: add funds to your Groupee Mastercard® from your own funding source (a credit or debit card).
- e) Pay Bills: use your Groupee Mastercard® to pay bills using our BPAY integration. These payments can be paid using saved groups (“For Whenever”), to split bills evenly between those you trust.
- f) Refer: use your referral code to invite your friends to use Groupee.

2.3. Partners

Groupee’s role is limited to supplying the app, which is a technological solution that allows you to group funds from multiple different funding sources, so nobody needs to pay anybody back. INC.C is responsible for issuing the prepaid payment solution, and collecting payments for you on behalf of Cuscal via a third party payments processor, Mint Payments Limited. In your bank statement, these transactions will appear in Groupee’s name.

2.4. Risks

- a) **Take care to only enter groups with people you trust.** Once you’re in a group with someone, they can deduct funds from your nominated funding source by clicking ‘group funds’. You need to be mindful at every step exactly what you’re authorising:
 - i) “For Now” - live groups
 - 1) When you join (by entering the join code manually, or by clicking ‘accept’ to an invitation): you are authorising the other group members to split the total evenly with you. Your even share will be debited from your funding card.
 - 2) When you split unevenly (by manually entering the amount you want to pay): you are authorising the other group members to debit that amount from your funding source.
 - ii) “For Whenever” - saved groups
 - 1) When you save a new group to your home screen (by creating the group, or clicking ‘accept’ to an invitation): you are authorising any member in that group to split a payment evenly with you, up to the payment limit, **at any time until you leave the group**. Your share of

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- any payment made by that group will be debited from your funding source.
- 2) When you change the spend limit (by editing the spend limit, or clicking 'accept' to a change): you are authorising other members of the group to split a payment evenly with you, up to the new payment limit. **That means that the per person spend limit may be debited from your funding source at any time.**
 - 3) When new members join the group: you automatically authorise the new member to split a payment evenly with you up to the spend limit. **If you don't want to give them this authority, you must remove them from the group, or leave the group.**
- b) The Groupee Mastercard® is a prepaid card. Groupee is not a credit facility. This means you are responsible for ensuring there is enough money on your Groupee Mastercard® to complete your transactions.
 - i) You won't be able to load funds onto the Groupee Mastercard® (either for your share of a group payment, or as a TopUp) unless there are sufficient funds in your funding source.
 - ii) You won't be able to make a payment using the Groupee Mastercard® unless there are sufficient funds on the Groupee Mastercard®. **Be mindful of Merchant Service Fees.** This is where the merchant pushes the charge for operating an eftpos machine onto the customer. So the price displayed at the payment gateway is not the same as the price of your purchase. If you only have enough funds on your Groupee card to cover the purchase, you may not be able to make the payment.
 - c) You may not be able to use the app when there are scheduled updates by Groupee.
 - d) You will not be able to use the Groupee app when you are not connected to the internet.
 - e) If you use the Groupee app to make a request for a payment to a merchant (who is a registered user) for the purchase of goods or services, and the purchased goods or services are defective, are not as described by the merchant or have been misrepresented, or are otherwise unsuitable, you will need to rely on the merchant for any refund (see Part 6 for more information).

3. REGISTRATION

3.1. Registering for Groupee

To register for Groupee you must:

- a) Be an Australian resident with an Australian residential address;
- b) Provide your full name, date of birth, Australian residential address, email address, and mobile number;
- c) Provide details for a valid Visa, Mastercard® or Amex debit or credit card that is attached to a bank account to which you have access; and
- d) Select a password, and enable biometric access when using the Groupee app.
- e) You may be required to provide photographic identification to verify your identity.

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3.2. Uploaded information

- a) You warrant and must ensure that all information you provide or upload to the Groupee app is truthful and complete, is not misleading, deceptive or materially inaccurate in any way, and that the uploading is compliant with all applicable laws.
- b) You are solely responsible for all your uploaded information.
- c) You accept that:
 - i) Other Groupee users who have your mobile number saved in their contacts will be able to see that you are a registered Groupee user when they are using the Groupee app; and
 - ii) If you are referred to Groupee by another Groupee user, they will be able to see when you have created an account.
- d) You own your uploaded information and you grant to Groupee a license to use, display, copy, modify, adapt, aggregate, deal with and publish (subject to Groupee's privacy policy to the extent it applies to your uploaded information) your uploaded information and all intellectual property rights in respect thereto for the purpose of the Groupee app (including but not limited to providing, maintaining, supporting and developing the Groupee app).
- e) Groupee owns and may use, display, copy, modify, adapt, aggregate, deal with and publish in any way it determines, all data (including data derived from uploaded information) in the Groupee app that is de-identified. This right survives termination of this agreement.

3.3. Groupee PIN, password, and biometrics

You must set a password for your Groupee account, and you must give your permission to enable biometrics. If you choose not to give your permission, you will not be able to use the app. You will also be given the option to set up a pin for your Groupee account. It is your responsibility to protect this information, and you warrant that:

- a) You are at all times responsible for maintaining the confidentiality of your password, PIN, biometrics and account. Groupee has no liability for any loss or damage (including for unauthorised access to your account) where you fail to comply with your password obligations.
- b) If you give your PIN or password to another person, or if you store another person's biometric information on your mobile device, you will be taken to have authorised that person to use your Groupee account on your behalf; and you agree that you will be responsible for any transactions that person makes on your account.
- c) If there is any unauthorised use of your password, PIN, biometrics or account, or any breach of your security, you must immediately notify Groupee.

4. USING GROUPEE: RULES & RESTRICTIONS

4.1. Licence to use

All intellectual property in relation to content on the App belongs or is licensed to Groupee or its affiliates. You obtain no interest in that intellectual property. All content on this App may be protected by Australian and international copyright and other intellectual property laws.

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You may not do anything which interferes with or breaches those laws or the intellectual property rights in the content.

All rights not expressly granted under these Terms are reserved by Groupee. Unless expressly stated otherwise or as permitted under the *Copyright Act 1968* (Cth), you are not permitted to copy, or republish anything on the App without the copyright or trademark owners' permission.

The Groupee name, the Groupee logo, and identifiers of Groupee are registered trade marks or other intellectual property of Groupee or its related bodies corporate. Other trade marks may be displayed on the App from time to time. These may belong to third parties. Nothing displayed on the App is construed as granting any license or right of use of any logo or trade mark displayed on the App without the express written permission of the relevant owner.

4.2. "For Whenever" - saved groups

"For Whenever" - saved groups are **only for people you trust**, and only for even splits (each member of the group pays the same amount).

- a) By inviting members to join a pre-authorized group, and by accepting an invitation, you are **authorising the other members of the group to transact on your behalf in any transaction at any time**. Any member of the group can make a payment up to the spending limit at any time, and any payment will be split evenly between selected members of the group. **Do not create pre-authorized groups, or accept invitations to them, unless you are comfortable with every member of the group being able to transact on your behalf, up to the spending limit.**
- b) Create a group by clicking 'For Whenever' in the home screen.
- c) When you create a group, you will be prompted to set a spending limit. This is a **per person** limit.
- d) Invite people to the group by:
 - i) Clicking their name in your Groupee contacts. A person will only appear in your Groupee contacts if:
 - 1) They have a Groupee account; and
 - 2) Their mobile phone number is saved in your phone contacts.
 - ii) Typing in their mobile number and sending them an invitation. Groupee will auto-generate an SMS for you to send, including a link to sign up, which will redirect them to the group upon creation of an account.
- e) You can revoke your authorisation at any time by:
 - i) Lowering the spending limit. The group will be unusable until all other members accept the lowered limit.
 - ii) Leaving the group.

4.3. "For Now" - live groups

"For Now" - live payments, or payments for 'right now' are for payments with anyone, if you want the option to split unevenly (each member of the payment pays a different amount).

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- a) By creating a live payment lobby, and joining the lobby or accepting an invitation to join, **you are authorising the other members of the group to transact on your behalf, up to a nominated amount, for one transaction.**
- b) Create a live group by clicking 'For Now' on the home screen.
- c) When you create a group, you will be prompted to nominate the amount you want to pay. This is the total amount of the transaction, to be shared between the group.
- d) You can split the transaction evenly, or you can vary the amount each person pays. If you choose to pay variable amounts, each member of the group will nominate the amount they will pay.
- e) Invite people to the group by:
 - i) Giving them the Join Code; or
 - ii) Selecting their name from your contacts.
- f) Join a live group by clicking 'Join with Code' in the home screen and entering the Join Code.
- g) You can leave the group at any time before payment is made by clicking 'Cancel'.

4.4. Payment limit

The daily payment limit is \$1000 per user.

4.5. Transactions limit

The daily limit on the number of transactions is twelve. This applies even if your total spend does not exceed the daily spend limit.

4.6. TopUp Facility

- a) Groupee is designed to facilitate real-time share payments, and the TopUp function is intended to assist with these shared payments. **We reserve the right to suspend accounts for failing to use the app for its intended purpose, including for excessive use of the TopUp function**, to the exclusion of the app's other functions.
- b) The minimum TopUp amount is \$10 daily.
- c) The maximum TopUp amount is \$50 daily.

4.7. Groupee Card Limit

The amount loaded onto your Groupee card cannot exceed \$4999. Any attempts to make further transactions, or to TopUp your card, which exceed \$4999 will be blocked.

4.8. BPAY

- a) BPAY payments must stay within our daily payment limit.
- b) BPAY biller code and reference number is required to make payment.
- c) BPAY payments must be split between two or more people.
- d) Some BPAY merchant category codes are deemed "prohibited" for processing within Groupee and will not be honoured. This includes (but not limited to) category codes used for the purposes of paying off credit cards, making forex trades, loading other card products (or similar). If you attempt to process your payment we evaluate as being "prohibited", Groupee has the right to reverse this payment and refund your charge to its original funding source.

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4.9 Prohibited uses

- a) You must not withdraw the funds on your Groupee card at an ATM.
- b) You must not transfer the funds on your Groupee card to your personal bank account or any online deposit-taking institutions, neobanks, digital banks, or digital wallets, including (but not limited to): PayPal, Revolut, Up, Volt, Hay, Douough, or 86 400.
- c) You must not use the funds on your Groupee card to transfer to a third party's bank account. Groupee is not a peer-to-peer payment platform.
- d) You must not use your Groupee card for any purpose or in any way which is unlawful.
- e) You must not spend the funds on your Groupee card at any of the following:
 - i) Gambling;
 - ii) Adult industries.
- f) You must not attempt to gain unauthorised access to the App or any networks, servers or computer systems connected to the App.
- g) You must not modify, adapt, translate or reverse engineer any part of the App or reformat any portion of the pages comprising the App, except to the extent expressly permitted by these Terms or by law.

5. FEES AND CHARGES

5.1. Verification charges

When you add a debit or credit card to fund your payments, we will deduct two small charges to verify the card. The total of these two charges will be under \$1. This is to confirm that the card you are adding is connected to a bank account to which you have access, and is not a lost or stolen card.

5.2. Service fees

The service fee is charged when you group funds. **The fee per-person per-transaction is 12.5 cents, plus a percentage of your share of the total transaction.** The percentage varies depending on your funding source:

- a) For Amex: a 2.75% + 12.5 cents fee will be charged per your share of each transaction.
- b) For all other card types: a 1.95% + 12.5 cents fee will be charged per your share of each transaction.
- c) For BPAY transactions: 0.95% + 27.5 cents fee will be charged per your share of each transaction.

6. REFUNDS AND COMPLAINTS

6.1. Grouping your funds

- a) If one or more people in the group does not have enough money on their funding card to fund their share of the payment, you will not be able to group funds. Everybody who has already paid their share will be automatically refunded within 30 minutes. The service fee will also be refunded.

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- b) If you've grouped funds onto your Groupee card, and then change your mind, you can email us and we will un-group the funds (by returning each person's share of the payment to their own Groupee card). We will not refund the service fee for change of mind.

6.2. Transactions using your Groupee card

Groupee is not responsible for the transactions you make using your Groupee card. Where goods or services are provided by a third party (even where promoted on the app), that third party is solely responsible for those goods or services. If you have a complaint about something you have purchased using your Groupee card, you must contact the merchant directly.

6.3. Liability for unauthorised transactions on your Groupee app

It is your responsibility to protect your passwords, and to only accept invitations to groups when you trust the other members.

- a) Groupee will not accept responsibility for:
 - i) Transactions made by a member of the group within the group's spend limit, if you have given your permission to be a member of the group, or
 - ii) Unauthorised transactions, which were caused (wholly or in part) by negligent or reckless conduct in relation to your password, PIN, or biometric information.
- b) If you suspect that your security has been compromised, you should **report the loss, theft, or misuse of your device, or breach of pass code security** as soon as possible. Delay in reporting may increase your liability, and reduce the chance of obtaining a refund.

6.4. Making a report or a complaint

Email info@groupee.com detailing the nature of your complaint. We will respond to your complaint within 21 days, or tell you we need more time to complete our investigation.

7. NOTIFICATIONS

7.1. Notifications

- a) Certain functionality on the Groupee app may require you to allow notifications from us via a notification or messaging service or other reminder mechanism.
- b) Notifications will be sent to your registered mobile device, where it has push notifications enabled. This may include where you have paired your mobile device with a smart watch. Notifications could be seen by others (including unauthorised persons) who use or access your mobile device or who are able to see your smart watch.
- c) Notifications may include:
 - i) Requests to join a group;
 - ii) Security and service alerts;
 - iii) Updates to terms and conditions; and
 - iv) Promotions.

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- d) All notifications will be sent to you and managed in accordance with the Groupee Privacy Policy.
- e) We reserve the right to suspend or discontinue notifications at any time without notice.

8. PROTECTING YOUR PRIVACY

8.1. Privacy Policy

The Groupee Privacy Statement forms part of these Terms. View the Privacy Policy at <https://groupee.com/privacy-policy/>

8.2. What information Groupee collects

You agree that we may collect and use personal information about you and information to assist us to identify the device upon which you use the App, (such as your device's IP address, location, operating system and your email addresses) when you engage in transactions and interactions regarding the App. The purpose of this collection is to enable us to supply services to you and provide to you information regarding updates to the App. We will not provide to any third party any personal information about you except as expressly or impliedly permitted under these Terms or as otherwise permitted or required by law.

8.3. Who we may exchange information with

Where you are required to pay to purchase goods or services from us, we will also collect personal information such as credit card information which we may share with services providers (including IN.C.C Payments Pty Ltd, Cuscal Limited, Mint Payments Limited, First Data Merchant Solutions Australia Pty Ltd and related bodies corporate of those entities) in order to process your transaction.

8.4. Use of your information for marketing purposes

We may make your details or de-individualised information obtained from you or your device available to third parties for advertising purposes. We won't pass ownership or management of the database details to third parties but we will let advertisers use such information for the purposes of targeting advertisements to you.

9. LIABILITY & INDEMNITY

9.1. Groupee's Liability

Groupee does not exclude any rights, remedies, guarantees, conditions or warranties in respect of goods or services under the *Competition and Consumer Act 2010* (Cth) or equivalent State or Territory legislation which cannot be excluded, restricted or modified. However, Groupee excludes all other rights, remedies, guarantees, conditions and warranties in respect of your use of the App whether based in statute, common law or otherwise, to the extent permitted by law. To the fullest extent possible:

- a) Groupee does not warrant the accuracy of the content on the App. Any content is provided to you "as is" and on an "as available" basis and on the condition that you

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take all responsibility for assessing the accuracy of the content and rely on it at your own risk. All content on the App may be changed at our sole discretion and without notice.

- b) Groupee has no responsibility or liability in relation to any loss or damage that you incur, including loss of profits, interruption of business, loss of data on your information handling system or other damage to your software or hardware, arising from your use of or access to this App, except as set out in these Terms. If you acquire products or services from Groupee, then the terms and conditions and Groupee's liability in respect of those products or services will be set out in the relevant documents relating to those products or services.
- c) Groupee does not warrant that functions contained in the App content, such as hyperlinks, will be uninterrupted or error free, that defects will be corrected or that Groupee or the server that makes it available, are free from viruses or bugs.
- d) Groupee does not warrant any outcomes from your use of the App.
- e) You accept all risks and responsibility for all loss, damage, costs and other consequences resulting from using the App or the content or material on or accessible through the App.

9.2. Liability for breach of these terms

To the extent permitted by law, Groupee's liability for any breach of a term or condition implied by law is limited at Groupee's discretion:

- a) if the breach relates to goods, replacing, repairing or supplying goods equivalent to those goods or paying the cost of replacing or repairing them or acquiring equivalent goods: or
- b) if the breach relates to services, resupplying, or paying the cost of resupplying, those services.

9.3. Indemnity

You indemnify Groupee and its affiliated companies, and each of their directors, officers, employees and agents against any action, claim, loss or expense which it incurs which arises from your use of the App.

9.4. Third Parties

Groupee may arrange for third parties to provide the whole or part of the supply of products and services to you. You must not bring any claims or actions against such third parties in this regard.

10. CHANGES TO THE PRODUCT AND TERMS AND CONDITIONS

10.1. Notice

- a) For any change that increases fees, imposes, removes or changes a daily or other periodic limit, or increases your liability, you will be notified 21 days prior to the change.
- b) For any other changes, you may be notified on the day of the change.
- c) You will be required to accept any changes before continuing your use of the app.

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10.2. Not happy with a change?

Email us at info@groupee.com at any time to delete your account.

11. ASSIGNMENT AND NOVATION

The benefit of these Terms may not be dealt with in any manner by you (whether by assignment, novation, sub-licence or otherwise) without our written consent. We may assign, novate, sub-license or otherwise transfer our rights in respect of these Terms without your consent.

12. TERMINATION AND SUSPENSION OF YOUR GROUPEE ACCOUNT

Groupee reserve the right to do any of the following in relation to your use of the App:

- a) Suspend your use of the App.
- b) Permanently or temporarily prevent your access to the App.
- c) If you breach these Terms, immediately suspend or terminate your use of the App and, at Groupee's option, take any appropriate legal action against you. Upon any termination, your right to use the App, and any other rights or permissions granted to you in these Terms, will end and you must stop using the App and delete it from your device.

13. GOVERNING LAW AND JURISDICTION

These Terms are governed by and interpreted in accordance with the laws of New South Wales. You submit to the non-exclusive jurisdiction of the courts of New South Wales. If any provision of these Terms is found to be invalid or unenforceable by a court of law, such invalidity or unenforceability will not affect the remainder of these Terms, which will continue in full force and effect.

14. CONTACT

You can contact us on:

Email: info@groupee.com