

# Nimble AnyTime

## Terms and Conditions

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### 1 Your contract with us

- 1.1 The terms that apply to your account (including the use of the card, where applicable) are made up these terms and conditions and the loan offer.
- 1.2 You will be bound by these terms if you accept our offer in accordance with clause 2.1.
- 1.3 Only some accounts will be eligible for the card as determined by us from time to time. We may allow you to apply for the card even if we determined that you were ineligible at the disclosure date or you elected not to apply for or activate the card.
- 1.4 The references throughout this contract to the card and the related features and benefits will only apply to your account if you have applied for or activated the card.

### 2 Obtaining credit on your account

- 2.1 Once you have accepted the loan offer and are not in default under this

contract, we may allow you to obtain credit up to the credit limit by making a transaction with the card, or by requesting a cash advance in accordance with these terms and conditions.

- 2.2 You must ensure that your outstanding balance doesn't exceed your credit limit. You must pay us any amount owing in excess of the credit limit immediately.
- 2.3 We may impose limitations on your ability to obtain credit up to your credit limit or to transact on your account. For example, we may require that your outstanding balance is fully repaid or reduced to a certain amount before you are able to access further credit on your account. We will tell you if this is the case.

### 3 Fees and charges

- 3.1 You must pay the fees and charges set out in your loan offer, as well as any government charges and duties payable on amounts we receive from you or credit to your account if we ask you to, whether or not you are primarily liable for them.
- 3.2 Whenever any of these fees and charges are incurred or become payable, you authorise us to debit your account and reduce the available balance accordingly.
- 3.3 Once fees and charges are debited to your account they are payable and form part of your outstanding balance.
- 3.4 All transaction fees charged by a merchant at the time of a transaction with the card are included in the total purchase price.
- 3.5 All fees and charges set out in your loan offer are expressed in Australian dollars.
- 3.6 Certain merchants may charge an additional fee if the card is used to purchase goods and/or services. This fee is determined and charged by the merchant and is not retained by us.

### 4 Cash advances

- 4.1 A cash advance is a transaction where you transfer money from your account to another bank account, and includes any other transaction which is treated by us as a cash advance.
- 4.2 Cash advances for the purposes of your account can only be transferred to your nominated bank account, unless we agree otherwise. When completing a cash advance, you must ensure that the details are correct prior to authorisation, and you should retain any receipt or voucher issued for your records.
- 4.3 Cash advances are subject to any daily transaction limit and we may impose minimum and maximum amounts on cash advances.
- 4.4 In some cases, we may require that the minimum amount of a cash advance is an amount equal to your credit limit.

## 5 Foreign transactions

- 5.1 The available balance on your account is in Australian dollars. Transactions made using your card in a currency other than Australian dollars will be converted into Australian dollars at the prevailing Mastercard exchange rate at the time it is processed.
- 5.2 We'll also debit your account with the overseas transaction charge set out in your loan offer. The amount debited to your account will include currency conversion charges.
- 5.3 Use of an overseas ATM or bank, if permitted under the terms of this contract, is subject to the relevant terms and conditions of that ATM or bank. A fee may be charged by the foreign institution if you use an overseas ATM or bank.

## 6 Interest

- 6.1 Interest on the outstanding balance is calculated daily by applying the daily percentage rate (the annual percentage rate divided by 365) to the outstanding balance of your account at the end of that day.
- 6.2 Interest that accrues during a statement period will be debited to your account on the due date for that statement period. Interest charges may also be debited on any day you repay the outstanding balance or any other amounts you owe under this contract (including when you repay the loan early).

- 6.3 Interest debited to your account will be added to the outstanding balance and will accrue interest at the daily percentage rate (the annual percentage rate divided by 365).

## 7 Repayments

- 7.1 You must pay the minimum repayment amount for each statement period by its due date.
- 7.2 You must pay all amounts you owe us under this contract in Australian dollars by direct debit from your nominated bank account, unless we agree with you to accept a payment by some other method. By accepting the terms of the direct debit request, you authorise and request us, or a third party on our behalf, to debit from your nominated bank account all amounts you owe us under this contract when they are due.
- 7.3 Your nominated bank account must be with a financial institution located in Australia and must be in your name, unless we agree otherwise. You must give us details of your nominated bank account.
- 7.4 We will treat a payment as being made when we credit it to your account. If any direct debit or other authority used for payment is dishonoured, the repayment will be treated as not having been made.
- 7.5 You must ensure that your nominated bank account has sufficient funds to meet your repayments when they are due, otherwise a payment may be dishonoured, and a fee may apply. You must not cancel the direct debit authority or close or suspend your nominated account without our prior written consent (which will not be unreasonably withheld).
- 7.6 If the amount in your nominated bank account is less than the minimum repayment amount on the due date, then for five days following the due date we may attempt to debit the nominated bank account for the minimum repayment amount. After this, if we have not been able to debit the minimum repayment amount, then we may automatically debit any amount available in your nominated bank account on each day until the minimum repayment amount is paid in full.
- 7.7 If the due date for an amount you owe us is a weekend or a national public holiday, or falls on the 29<sup>th</sup>, 30<sup>th</sup> or 31<sup>st</sup> of a month

with no such date, the repayment will be due on the next business day.

- 7.8 You may make additional payments to prepay all or part of the outstanding balance at any time. If you make an additional payment to your account you are still required to pay the minimum repayment amount by its due date. If you prepay the entire outstanding balance, you must also pay us any accrued interest, fees and charges not yet debited to your account and enforcement expenses set out in the loan offer.
- 7.9 You cannot make a repayment that would result in your account having a positive (credit) outstanding balance. If you make such a payment, we'll decline to accept it and refund it to you. We won't pay interest on any positive (credit) outstanding balance.
- 7.10 Repayments received by us will be used to pay any amounts you owe to us from time to time in accordance with the law. You must make payments without deducting, setting off, or counterclaiming any money you think we owe you for any reason.
- 7.11 We may send you a repayment reminder by SMS and/or email in advance of the due date and any direct debit. The minimum repayment amount must be paid by the due date irrespective of whether we send a reminder to you.

## **8 Statements of account**

- 8.1 We will send you a statement of account for your account in respect of each statement period (except where the law considers this unnecessary).
- 8.2 The period of a statement period is determined by us but will not exceed 40 days.
- 8.3 Your statement of account for a statement period will set out the minimum repayment amount for that statement period and its due date.
- 8.4 We may send you a statement, notice or other document in any manner permitted by law, including by making it available for a reasonable period of time on the Nimble app or website (after first notifying you by electronic communication that the information is available for retrieval), personal delivery, sending it by electronic communication, or sending it by post to

the postal or residential address that you have nominated.

- 8.5 Statements, notices and other documents will be sent to your last notified address or contact details and considered as received:
- a) if given personally, at the time of delivery;
  - b) if sent by post, on the day they would be received in the ordinary course of post; or
  - c) if sent by electronic communication, on the day that the electronic communication containing the notice or notifying you that the notice is available enters the first information system which is beyond our control.
- 8.6 All notices or documents you send to us should be sent by email or post to the address set out in your loan offer or otherwise notified by us to you.
- 8.7 If you notice any error (or possible error) in any transaction or statement relating to your account or card, then you must notify us immediately. We may request you to provide additional written information concerning any error (or possible error) and you must comply with that request.
- 8.8 It is your responsibility to regularly review your transaction history to identify unauthorised transactions.

## **9 About your account**

- 9.1 The card may not allow you to spend more than your available balance within your account. Purchases at particular merchants may not be allowed under these terms and conditions and transactions may be declined due to an insufficient available balance. However, if the card does allow such a transaction, you must repay the full amount owed in accordance with these terms and conditions.
- 9.2 Your account must have an available balance before the account or the card can be used. Your account will only have an available balance once your application is approved and you have received confirmation from us.
- 9.3 There is no credit stored on the card. Transactions made with the card and cash advances are debited against the available balance of your account. If there

is no available balance, or you are in default under these terms and conditions, transactions made with the card and cash advances may be declined.

9.4 We may reduce the available balance or the credit limit of your account, or suspend your account and card, at any time without your consent. Examples of when we may do this include where we consider it reasonably necessary to prevent fraud or other losses to you or us, we believe on reasonable grounds that your credit limit is more than you can service without financial difficulty, or because of inactivity on your account or you are in default.

9.5 You are entitled to reduce the credit limit of your account and may request a reduction in the credit limit at any time. If you do so, we will take reasonable steps to give effect to that request as soon as practicable, subject to any minimum credit limit and whether the requested limit is less than the outstanding balance.

9.6 We may only increase the credit limit of your account if you request us to do so, and if we agree.

## 10 Default

10.1 You are in default if we make a determination that an event of default has occurred. A determination by us will be final and binding on you. You must promptly inform us in writing if any event of default occurs.

10.2 Each of the following is an event of default:

- a) you do not pay any amount payable under this contract on time;
- b) the outstanding balance exceeds the credit limit;
- c) you become bankrupt, are unable to pay your debts as they fall due, or make any arrangement with your creditors;
- d) you pass away or no longer have legal capacity;
- e) you fail to give us any information or documents required under this contract;
- f) you give us information or make a representation or warranty to us that is materially incorrect or misleading; and/or

g) it becomes unlawful for you or us to continue with this contract or any other agreement.

10.3 If you do not pay the minimum repayment amount for a statement period by the due date, we may:

- a) suspend your account and/or card or reduce your credit limit;
- b) elect to not provide any further credit to you until your account is brought up to date; and/or
- c) exercise our rights under this contract.

10.4 If an event of default occurs, we will not:

- a) require you to repay the outstanding balance and any other amounts owing under this contract; or
- b) take enforcement action against you, unless we have given you at least 30 days written notice of the event of default and, if the event of default is rectifiable, you have not rectified that event of default and no default of the same type has arisen during that period.

10.5 We do not need to give you a default notice or wait 30 days before commencing enforcement action if:

- a) we reasonably believe that we were induced by fraud by you to enter into this contract;
- b) we have made reasonable attempts to locate you but without success; or
- c) a court authorises us to begin enforcement proceedings.

10.6 We will only act on a specific event of non-monetary default if the event by its nature is material, or we reasonably consider that the event has had, or is likely to have, a material impact on:

- a) your ability to meet your financial obligations to us;
- b) our credit or security risk (or our ability to assess these); or
- c) our legal or reputational risk where an event in clause 10.2(e) occurs.

10.7 We can take action even if we do not do so promptly after the default occurs. We do not lose any rights or forgive any defaults unless we do so in writing.

10.8 If you are in default, enforcement expenses may become payable under this

contract. You must pay us any reasonable expenses we reasonably incur in exercising our rights under this contract (including the use of our staff and facilities). To the extent allowed by law, you indemnify us against:

- a) all enforcement expenses we reasonably incur when exercising our rights if you default under this contract; and
- b) all expenses, costs and damage incurred by us as a result of you breaching any of your obligations under this contract, or as a result of any untrue or misleading representation, warranty or statement made by you, except where such loss arises from fraud, negligence or wilful misconduct by us, our employees, or a receiver we appoint.

10.9 We may debit any amounts payable under this clause to your account as they are incurred.

## 11 Benefits to cardholders

11.1 The benefits of the card are that it can be used to:

- a) pay for goods and services from merchants in Australia and around the world who accept Mastercard cards, including online purchase transactions, subject to these terms and conditions; and
- b) make contactless transactions under \$100 (or such other amount specified by us from time to time), subject to these terms and conditions. To make a contactless transaction, simply place the card near or on the card reader. Before authorising a contactless transaction, you must check that the correct amount is displayed on the terminal.

## 12 Significant risks to cardholders

12.1 Some of the risks that may be associated with the use of the card are outlined below. The risks described are intended to be a summary of the major risks associated with the card and are not exhaustive. There may be other risks that relate to the use of the card.

12.2 Significant risks to cardholders are:

- a) the card will expire at the date shown on the card. You cannot use an expired card;
- b) unauthorised transactions can happen using the card if it is lost or stolen, a PIN is revealed to any other person, or as a result of fraud;
- c) unintended transactions can happen if electronic equipment with which the card is being used is operated incorrectly or incorrect details are input;
- d) you might not be able to get your money back if unauthorised transactions or unintended transactions occur, subject to clause 18 of these terms and conditions;
- e) if the electronic network enabling the use of the card is unavailable, you may not be able to undertake transactions or get information using the card; and
- f) the card could be lost, destroyed or stolen.

## 13 Limitations on use of the card

- 13.1 The card may not be used for (and may be declined for) any illegal transactions or for any transactions not approved by us.
- 13.2 Some retailers may choose to not accept Mastercard cards.
- 13.3 We may impose a limit on the number of transactions the card can be used for per day, which may vary from time to time.
- 13.4 We may also impose other daily transaction limits at any time by notifying you. Merchants or other facility providers may impose additional limits.

## 14 Using the card

- 14.1 You will need to activate your card in accordance with our procedures prior to any card transaction being processed.
- 14.2 You can purchase goods and services using your card and the payment is debited to your account. The card allows you to purchase goods and services, subject to these terms and conditions:
  - a) at an outlet within Australia that has EFTPOS (electronic funds transfer at point of sale) available by making a contactless payment.
  - b) over the telephone or the internet by providing the card number, expiry date and security code; or

- c) with merchants overseas wherever Mastercard cards are accepted.
- 14.3 When you are paying for goods and services by selecting the 'Credit' button at a point of sale terminal or providing the card number to a merchant over the telephone or the internet, you'll be covered by Mastercard's Zero Liability Protection Policy. This means you are protected against unauthorised transactions.
- 14.4 You agree not to make or attempt to make transactions that exceed the available balance. If there is no available balance on your account, any attempted transactions with the card will be declined.
- 14.5 If you make or attempt to make any transactions that exceed the available balance then you will be liable for any negative balance, along with any costs or interest we incur in recovering or attempting to recover from you the amount owing.
- 14.6 If a negative balance arises, that does not mean that a negative balance will be allowed to arise or the credit limit be increased on subsequent occasions. It does not mean we have agreed to increase the credit limit.
- 14.7 You can use your card within the limits specified in clause 13 provided that you do not exceed the available balance and the expiry date for the card has not passed.
- 14.8 We may restrict or stop the use of the card if excessive uses of the card or other suspicious activities are noticed or otherwise if a transaction is prohibited under these terms and conditions or not approved by us.
- 14.9 You cannot stop payment of any transaction after it has been completed. If you have a problem with a purchase made with the card, or a dispute with a merchant, you must deal directly with the merchant involved. If you cannot resolve the dispute with the merchant, you should contact us.
- 14.10 If you are entitled to a refund for any reason relating to a transaction, you agree to accept the refund under the policy of that specific merchant. Refunds may be in the form of a credit to your card or in store credit. If the card is expired or revoked before you have spent any value loaded to the card resulting from a refund (whether or not the original transaction being refunded was made using the card) then you will have no access to those funds unless a replacement card has been issued to you.
- 14.11 We are not liable in any way when an authorisation is declined for any particular transaction regardless of reason.
- 14.12 If you permit someone else to use the card, you will be responsible for any transactions initiated by that person with the card.
- 14.13 You may not make pre-authorized regular payments through the use of the card, unless we agree otherwise.
- 14.14 The card may not be used for any direct or recurring debit payments, unless we agree otherwise.
- 15 Keeping your contact details up to date**
- 15.1 You must notify us immediately of any change to your address and other contact details by updating your details through the website. We will not be responsible if you do not receive any notice or correspondence that has been sent in accordance with the contact details you have provided.
- 15.2 We accept no responsibility or liability for late, lost or misdirected SMS messages or emails caused by inaccurate provision of personal details by you, or by system constraints or failures experienced by your email or mobile phone service providers.
- 16 Security**
- 16.1 You must make sure that you keep your card, identifiers and any PINs safe and secure. The precautions we require you to take are set out below.
- 16.2 You must not:
- a) allow anyone else to use your card, account or device;
  - b) unnecessarily disclose your card number;
  - c) carry the PIN with the device;
  - d) record the PIN on anything carried with your card or liable to loss or theft simultaneously with a device, unless you make a reasonable attempt to protect the security of the PIN; or

e) voluntarily disclose the PIN to anyone, including a family member or friend.

## **17 Loss, theft and misuse of your card or device**

17.1 If you know or have reason to suspect that your device is lost, stolen or damaged, likely to be misused or you have reason to suspect that someone else may know the PIN or identifiers, you must immediately notify us. We will then suspend your card and account to restrict further use.

17.2 You may be required to confirm details of the loss, theft or misuse in writing (and to provide particular information in the confirmation) and you must comply with that requirement.

17.3 Your PIN may be automatically deactivated after excessive unsuccessful attempts to enter your PIN.

## **18 Liability for unauthorised transactions**

18.1 Your liability for losses arising from unauthorised transactions will be determined under the ePayments Code.

18.2 You will not be liable for losses resulting from unauthorised transactions where it is clear that you have not contributed to the loss.

18.3 You will not be liable for losses resulting from unauthorised transactions that are caused by:

a) fraud or negligence by our employees or agents, a third party involved in networking arrangements, or a merchant or their employee or agent;

b) a card, identifier or pass code which is forged, faulty, expired or cancelled;

c) a transaction requiring the use of a card and/or pass code that occurred before you have received your card and/or pass code (including a reissued card and/or pass code);

d) a transaction being incorrectly debited to your account more than once; or

e) an unauthorised transaction performed after you have informed us that your card has been misused, lost or stolen, or the security of a pass code has been breached.

18.4 You are not liable for loss arising from an unauthorised transaction that can be made using an identifier without the card

or a PIN. Where a transaction can be made using the card, or a card and an identifier, but does not require a PIN, you are liable only if you unreasonably delay reporting the loss or theft of your card or device.

18.5 You are liable for loss resulting from an unauthorised transaction if we can prove on the balance of probability that you contributed to the loss through fraud or breaching sections 13, 16 or 17 of these terms and conditions. In those circumstances you are liable in full for the actual losses that occur before the loss, theft or misuse of a card or breach of PIN security is reported to us but:

a) you are not liable for the portion of losses incurred on any one day in excess of any applicable daily transaction limit; and

b) you are not liable for the portion of losses incurred in any period in excess of any applicable periodic transaction limit; and

c) you are not liable for the portion of losses that exceeds the available balance; and

d) you are not liable for the portion of losses incurred if we and you had not agreed that the available balance could be accessed using the card or identifier and/or PIN used to perform the transaction.

18.6 You will be liable for losses arising from an unauthorised transaction if we can prove on the balance of probability that you contributed to those losses by unreasonably delaying reporting the misuse, loss or theft of a card or device, or that the security of all PINs has been breached. In those circumstances, you are liable in full for the actual losses that occur between when you become aware of the security compromise, or should reasonably have become aware in the case of a lost or stolen card, but:

a) you are not liable for the portion of losses incurred on any one day in excess of any applicable daily transaction limit; and

b) you are not liable for the portion of losses incurred in any period in excess of any applicable periodic transaction limit; and

- c) you are not liable for the portion of losses that exceeds the available balance; and
  - d) you are not liable for the portion of losses incurred if we and you had not agreed that the available balance could be accessed using the card or identified and/or PIN used to perform the transaction.
- 18.7 If a PIN was required to perform an unauthorised transaction not already covered above, you will be liable for the lesser of:
- a) \$150; or
  - b) the available balance; or
  - c) the actual loss at the time that the misuse, loss or theft of a card or breach of PIN security is reported to us, excluding that portion of the losses incurred on any one day which exceeds any relevant daily or other periodic transaction limit.
- 18.8 If you report an unauthorised transaction, we will not hold you liable for losses arising from the unauthorised transaction for an amount greater than your liability if we exercised any rights under the Mastercard scheme rules, at the time of the report, against other parties to the Mastercard scheme (for example, chargeback rights).

## **19 Important Information about chargebacks**

- 19.1 In some circumstances, you may be able to request a chargeback of a transaction when you have a dispute with a merchant, such as the merchant's failure to supply the goods or services you paid for.
- 19.2 A chargeback is a right under the Mastercard scheme rules by which a transaction can effectively be reversed by us debiting an amount to the merchant's financial institution and crediting back to your available balance. We can only process chargebacks if the Mastercard scheme rules allow us to.
- 19.3 If you believe that you are entitled to a chargeback, you must notify us as soon as possible by contacting us.
- 19.4 The Mastercard scheme rules impose time limits for initiating chargebacks. The time limit is generally 90 days from the date of the disputed transaction.

- 19.5 If you request a chargeback, we may need you to provide additional information. If we do ask you for additional information and you do not provide it within 10 days, then you may lose any rights to the chargeback and if it has already been processed, we may reverse it.
- 19.6 If we process a chargeback, the merchant may have rights under the Mastercard scheme rules to have the transaction investigated further, and this can in some circumstances result in the chargeback being reversed (which means the original transaction might be reinstated by being debited to your account).

## **20 Card expiry**

- 20.1 Your card is valid until the expiry date shown on it, unless it is cancelled before then.
- 20.2 Your card cannot be used after its expiry. You cannot access the available balance on the expired card unless a replacement card is issued to you. However, even after the card has expired, you must still pay any outstanding balance.
- 20.3 We may issue you with a replacement card if requested by you at any time after expiry and provided you have registered your details with us, including your name and Australian address. We reserve the right not to issue a replacement card to you, in which case you will not be able to use a card as a means to access the available balance of your account.

## **21 Replacement cards**

- 21.1 If your card is misused, lost or stolen, you must immediately notify us so that your card can be cancelled.
- 21.2 You can request us to provide you with a replacement card, as long as you have not previously requested to terminate your contract.
- 21.3 A replacement card will be arranged after you notify us that your Card, card details or device are misused, lost or stolen and the misused, lost or stolen card has been blocked. You will need to register and activate the new card prior to use.

## **22 Card revocation and cancellation**

- 22.1 You may ask for your card to be cancelled at any time. If you ask for your card to be cancelled, you must not use your cancelled card. You must also cancel and



direct debit authority or recurring payments that are linked to your card and/or account.

22.2 We may cancel your card and/or your account at any time. Where possible, we will give you 20 days' advance notice of the cancellation. However, we may act without prior notice if:

- a) we believe that use of your card and/or your account may cause loss to you or to us; or
- b) we believe that it is required for security purposes; or
- c) you breach any material term or conditions, including these terms and conditions; or
- d) we suspect your card, or your account, has been used illegally.

22.3 If we cancel your card and/or account, we will give you notice as soon as reasonably practical afterwards.

22.4 We may revoke the card at any time without cause or notice. On the revocation or cancellation of the card, we will ensure that:

- a) we are satisfied that there are no un-cancelled or unexpired authorisations or approvals on your card; and
- b) we are satisfied that there are no further amounts that we will be debiting, or that we anticipate debiting, against the available balance.

22.5 If we cancel your card and/or your account in accordance with this clause 23, you must continue to pay the minimum repayment amount shown on each statement of account issued after the cancellation. We continue to debit interest, fees and charges to your account until your account is repaid in full.

## 23 Closing your account

23.1 You are entitled to terminate your contract and may request us to terminate your contract at any time by giving us notice in writing. We will take reasonable steps to give effect to your request to terminate your contract as soon as practicable. After termination, we may require you to repay the outstanding balance of your account within a reasonable period.

23.2 After your account is closed, you will remain responsible for:

- a) any transactions made before we process the closure of your account; and
- b) interest, fees and charges, and any reasonable enforcement expenses which will continue to be debited to your account until the outstanding balance is paid in full.

## 24 Liabilities and disclaimers

24.1 We are not liable:

- a) if, through no fault of our own, the available balance is not enough to cover a transaction;
- b) if, through no fault of our own, a terminal or system does not work properly;
- c) if circumstances beyond our control prevents a transaction, despite any reasonable precautions having been taken by us;
- d) for any loss resulting from any failure due to events outside our reasonable control;
- e) for any loss resulting from any system failure or industrial dispute outside our reasonable control;
- f) for any industrial dispute;
- g) for the way in which any merchant refuses to accept the card;
- h) for any indirect, special or consequential losses;
- i) for any infringement by you of any currency laws in the country where the card is issued or used;
- j) for any dispute between you and the supplier of any goods or services purchased with the card;
- k) for our taking any action required by any government, federal or state law or regulation or court order; or
- l) for anything specifically excluded or limited elsewhere in these terms and conditions.

24.2 However:

- a) your liability for unauthorised transactions will be determined according to the ePayments Code; and
- b) we will not avoid any obligation to you under the ePayments Code on the basis that another party to a shared

electronic payments network (to which we are also a party) has caused the failure to meet the obligation.

24.3 Our liability in any event shall not exceed the amount of the available balance except in relation to:

- a) unauthorised transactions; and
- b) consequential losses arising from a malfunction of a system or equipment provided by any party to a shared electronic network (unless you should reasonably have been aware that the system or equipment was unavailable or malfunctioning, in which case our liability is limited to correcting any errors and refunding any fees or charges imposed on you).

24.4 If any warranties or conditions are implied because of Part 2 of the *Australian Securities and Investments Commission Act 2001* or any similar law in respect of services supplied under these terms and conditions or in connection with the card, then our liability for a breach of such a warranty or condition will in any event be limited to:

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

24.5 We do not make or give any express or implied warranty or representation in connection with the card (including quality or standard or fitness for any purpose), other than as set out in these terms and conditions or when the warranty or representation is imposed or required by law and cannot be excluded.

24.6 Any failure or delay enforcing a term of these terms and conditions does not mean a waiver of them.

## 25 Problems or disputes

25.1 When you provide feedback to us, we have the opportunity to improve our services to you. If you have a query about the account or the card, you should initially direct the query to us. We can be contacted at:

Email: [complaints@nimble.com.au](mailto:complaints@nimble.com.au)  
Phone: 133 156

25.2 We'll aim to provide you with a solution to your complaint within 5 business days. We only ask that you provide as much information as possible to assist us in a quick resolution.

25.3 If the matter is more complex, it may take a longer time to resolve. We'll aim to resolve your complaint within 45 days at the absolute most. In such cases, we'll ensure we keep you informed of the progress of the matter throughout.

25.4 Where the card is used for unauthorised transactions, we will seek to reverse the transaction if we can under the Mastercard scheme rules. Your ability to dispute a transaction or reverse an unauthorised transaction may be lost if you do not notify us immediately. It is your responsibility to regularly review your online transaction history to identify unauthorised transactions. Under these terms and conditions, we may not be responsible for any loss to you if you do not dispute an unauthorised transaction within 45 days.

25.5 If we are unable to resolve your complaint to your satisfaction within 45 days or if you are not satisfied with our resolution, you may escalate the complaint to an independent external dispute resolution service, the Australian Financial Complaints Authority (AFCA). AFCA provides fair and independent financial services complaint resolution that is free to consumers. AFCA can be contacted at:

Mail: GPO Box 3, Melbourne VIC 3001  
Phone: 1800 931 678 (free call)  
Website: [afca.org.au](http://afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)

## 26 Privacy and information collection

26.1 We collect your personal information so that we can establish and administer your account and card. We may also use your personal information in accordance with the terms of our privacy policy, including to:

- a) tell you about products and services offered by us or our affiliate companies (unless you tell us not to); and
- b) satisfy identification requirements under the *Anti-Money Laundering & Counter-Terrorism Financing Act 2006* (Cth) and the Rules and other subordinate instruments under that Act and such information may be exchanged with verification agencies (which may be overseas).

- 26.2 We may also exchange information with pays providers:
- a) to enable the use of the card with the device wallet and to improve and promote the pays providers generally; and
  - b) to detect and address suspected security breaches or fraud.
- 26.3 Without your information, we cannot open your account and make the card available to you and you should not apply for the product.
- 26.4 If you provide us with personal information about someone else, you should ensure that you are authorised to do so and agree to inform that person of the contents of this notice.
- 26.5 Information will be disclosed to third parties about the card, or transactions made with the card, whenever allowed by law and when necessary:
- a) for completing a transaction; or
  - b) in order to verify the existence and condition of a card; or
  - c) to utilise services of affiliates who assist in providing a card; or
  - d) if you give us permission; or
  - e) if you owe us money; or
  - f) if there are legal proceedings or a complaint in connection with the card; or
  - g) to protect against potential fraud and other crimes.
- 26.6 By applying for and using the card, you consent to us collecting, using and disclosing your personal information under these terms and conditions in the manner described above.
- 26.7 Our privacy policy sets out how you can access and correct information we hold about you, how you can complain about a breach by us of your privacy rights and how your complaint will be handled. Our privacy policy on our website.
- 26.8 You may contact our privacy officer in relation to your personal information (or to opt out of marketing) on 133 156 or [customercare@nimble.com.au](mailto:customercare@nimble.com.au).
- 27 Changes to your contract**
- 27.1 Acting reasonably, we may change any term of this contract at any time without your consent, including:
- a) changing the annual percentage rate (except during any fixed rate period);
  - b) changing the amount, frequency, time for payment or method of calculating any payments, including the minimum repayment amount;
  - c) changing the amount, frequency or time for payment of any fee or charge;
  - d) imposing a new fee or charge;
  - e) changing the method of calculating or debiting interest;
  - f) reducing (but not increasing), suspending or cancelling your credit limit;
  - g) changing the use and withdrawal limits.
- 27.2 We will give you notice of any change in accordance with any requirement of the National Credit Code or any other code or law which may apply. For example, we will give:
- a) notice of an increase in the annual percentage rate by writing to you, or by newspaper advertisement in a newspaper circulating throughout your jurisdiction, no later than the day on which the increase is to take effect;
  - b) at least 20 days written notice if we increase fees or charges or impose a new fee or charge, change your liability for losses for transactions, or make any other change to this contract which increases your obligations or reduces the time for any payment;
  - c) written notice of a reduction, suspension or cancellation of your credit limit as soon as practicable after making the change (but no notice is required where you are in default); or
  - d) at least 20 days written notice of any change in the manner in which interest is calculated or the frequency with which it is debited or any change in the amount, frequency, time for payment or method of calculating any payments including the minimum repayment amount.

27.3 If you are not satisfied with any change or variation to this contract, you may close your account and ask for the card to be cancelled and your contract terminated in accordance with clause 23.

## 28 Assignment

28.1 We may at any time assign, transfer, novate or otherwise deal with our rights and obligations under this contract in any way we wish. You must sign any document or do anything we reasonably require to enable us to do this. We may disclose any information or documents we consider desirable to help us exercise this right.

28.2 You cannot assign or otherwise deal with your rights under this contract without our prior written consent (which will not be unreasonably withheld).

## 29 The website

29.1 Although considerable effort is expended to make the website, the Nimble app and any other operating communication channels available at all times, no warranty is given that these channels will be available and error free every minute of every day.

29.2 You agree that we are not responsible for temporary interruptions in service due to failure beyond our control including, but not limited to, the failure of interconnecting operating systems, computer viruses, and forces of nature, labor disputes and armed conflicts.

## 30 Governing law

30.1 Any legal questions or proceedings concerning these terms and conditions, the agreement between you and us (which is governed by these terms and conditions) or the card will be decided under the laws the State or Territory in which you reside when this contract is entered into.

## 31 Meanings of words used in this contract

**account** means your Nimble AnyTime credit account opened to record transactions under this contract.

**annual percentage rate** means the interest rate described as such in your loan offer, as changed from time to time in accordance with your contract.

**available balance** means at any time your credit limit, less any purchases, cash

advances, authorisations, fees and charges or other amounts debited to your account at that time.

**card** means the tokenised card issued to you to use with your account.

**credit limit** means the amount described as such in your loan offer, as changed from time to time in accordance with your contract, and is the maximum amount of credit you can obtain on your account.

**contract** means the contract (as varied from time to time) you make with us when you accept our loan offer. It consists of your loan offer and these terms and conditions.

**device** means a compatible smartphone or wearable device that supports a device wallet, enabling you to use the device as a payment method for purchase transactions.

**device wallet** means the Apple Pay, Google Pay or Samsung Pay mobile applications that store the card as a tokenised card on a compatible phone or wearable device.

**direct debit request** means the document in which you authorise and request us, or a third party as our agent, to debit amounts from your nominated bank account.

**due date** means in relation to a statement period, the date specified as the due date in the statement of account for that statement period.

**ePayments Code** refers to the code issued by the Australian Securities and Investments Commission which regulates consumer electronic payments.

**identifier** means information that you know but are not required to keep secret and which you must provide to perform a transaction (for example, a card number).

**loan offer** means the document named loan offer provided to you along with these terms and conditions.

**Mastercard** means Mastercard International Incorporated.

**Mastercard scheme rules** means the Mastercard scheme rules and the Mastercard technical operational and security rules.

**minimum repayment amount** means in relation to a statement period, the amount

specified as such in the statement of account for that statement period.

**Nimble app** means our mobile application, downloadable to a mobile device, usable by you to manage your account and card.

**negative balance** means a negative rather than a positive available balance.

**nominated bank account** means the bank account specified at item 7 of the loan offer, or as otherwise specified by you from time to time.

**outstanding balance** means at any time the difference between all amounts credited and all amounts debited to your account at that time.

**pass code** means a password or code that you must keep secret, that we may require to authenticate your identity or a transaction. Examples include your PIN and any access code required to allow online access to your card details.

**personal information** means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about you when your identity is apparent or can reasonably be ascertained from the information or opinion.

**pays providers** means the mobile payment and device wallet service created by Apple, Google and Samsung Pay respectively.

**PIN** means the four-digit personal identification number which you use to access some of the card services.

**statement period** means each period for which we draw up a statement of account or, in the case where we are not required to provide a statement of account, would have drawn up a statement of account.

**terms and conditions** means this document.

**tokenised card** means the process in which the sensitive personal information (including, but not limited to, a cardholders Primary account Number (PAN)) is substituted for a unique identifier (token) by Mastercard and stored within a device for you to use as payment. A tokenised card can be used for contactless purchases as well as card not present transactions, including online purchases.

**unauthorised transaction** means a card transaction not authorised by you but does not include any transaction carried out by you or by anyone performing the transaction with your knowledge and consent.

**we, us, our** means Nimble Australia Pty Ltd (ACN 135 501 807, Australian Credit Licence 386010) and its successors and assigns.

**website** means our website at [nimble.com.au](https://nimble.com.au), any other website for your account or the card and any additional or replacement website we notify you as the website for the purposes of these terms and conditions from time to time.

**you** refers to a person who has been approved by us to open an account, and **your** has a corresponding meaning.

Version: September 2020



# Information Statement

## Things you should know about your proposed credit contract

This statement tells you about some of the rights and obligations of yourself and us. It does not state the terms and conditions of your contract.

If you have any concerns about your contract, contact us and, if you still have concerns, the AFCA scheme, or get legal advice.

## The contract

### 1 How can I get details of my proposed credit contract?

We must give you a precontractual statement containing certain information about your contract. The precontractual statement, and this document, must be given to you before -

- your contract is entered into; or
- you make an offer to enter into the contract,

whichever happens first.

### 2 How can I get a copy of the final contract?

If the contract document is to be signed by you and returned to us, you must be given a copy to keep. Also, we must give you a copy of the final contract within 14 days after it is made. This rule does not, however, apply, if we have previously given you a copy of the contract document to keep.

If you want another copy of your contract write to us and ask for one. We may charge you a fee. We have to give you a copy -

- within 14 days of your written request if the original contract came into existence 1 year or less before your request; or
- otherwise within 30 days of your written request.

### 3 Can I terminate the contract?

Yes. You can terminate the contract by writing to us so long as -

- you have not obtained any credit under the contract; or
- a card or other means of obtaining credit given to you by your credit provider has not been used to acquire goods or services for which credit is to be provided under the contract.

However, you will still have to pay any fees or charges incurred before you terminated the contract.

### 4 Can I pay my credit contract out early?

Yes. Pay us the amount required to pay out your credit contract on the day you wish to end your contract.

### 5 How can I find out the pay out figure?

You can write to us at any time and ask for a statement of the pay out figure as at any date you specify. You can also ask for details of how the amount is made up.

We must give you the statement within 7 days after you give your request to us. You may be charged a fee for the statement.

### 6 Will I pay less interest if I pay out my contract early?

Yes. The interest you can be charged depends on the actual time money is owing. However, you may have to pay an early termination charge (if your contract permits us to charge one) and other fees.

### 7 Can my contract be changed by my credit provider?

Yes, but only if your contract says so.

### 8 Will I be told in advance if my credit provider is going to make a change in the contract?

That depends on the type of change. For example –

- you get at least same day notice for a change to an annual percentage rate. That notice may be a written notice to you or a notice published in a newspaper.
- you get 20 days advance written notice for–
  - a change in the way in which interest is calculated;
  - a change in credit fees and charges; or
  - any other changes by us;

except where the change reduces what you have to pay or the change happens automatically under the contract.

#### **9 Is there anything I can do if I think that my contract is unjust?**

Yes. You should first talk to us. Discuss the matter and see if you can come to some arrangement. If that is not successful, you may contact our external dispute resolution scheme. External dispute resolution is a free service established to provide you with an independent mechanism to resolve specific complaints. Our external dispute resolution provider is the Australian Financial Complaints Authority, which can be contacted at 1800 931 678, [afca.org.au](http://afca.org.au) or GPO Box 3, Melbourne VIC 3001.

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid. You can also contact ASIC, the regulator, for information on 1300 300 630 or through their website at [asic.gov.au](http://asic.gov.au).

### General

#### **10 What do I do if I cannot make a repayment?**

Get in touch with us immediately. Discuss the matter and see if you can come to some arrangement. You can ask us to change your contract in a number of ways:

- to extend the term of your contract and reduce payments; or
- to extend the term of your contract and delay payments for a set time; or
- to delay payments for a set time.

#### **11 What if we cannot agree on a suitable arrangement?**

If we refuse your request to change the repayments, you can ask us to review this decision if you think it is wrong. If we still refuse your request you can complain to the AFCA scheme. Further details about this scheme are set out below in question 13.

#### **12 Can you take action against me?**

Yes, if you are in default under your contract. But the law says that you cannot be unduly harassed or threatened for repayments. If you think you are being unduly harassed or threatened, contact the AFCA scheme or ASIC, or get legal advice.

#### **13 Do I have any other rights and obligations?**

Yes. The law will give you other rights and obligations. You should also READ YOUR CONTRACT carefully.

**IF YOU HAVE ANY COMPLAINTS ABOUT YOUR CREDIT CONTRACT, OR WANT MORE INFORMATION, CONTACT US. YOU MUST ATTEMPT TO RESOLVE YOUR COMPLAINT WITH US BEFORE CONTACTING THE AFCA SCHEME. IF YOU HAVE A COMPLAINT WHICH REMAINS UNRESOLVED AFTER SPEAKING TO US, YOU CAN CONTACT THE AFCA SCHEME OR GET LEGAL ADVICE.**

**THE AFCA SCHEME IS A FREE SERVICE ESTABLISHED TO PROVIDE YOU WITH AN INDEPENDENT MECHANISM TO RESOLVE SPECIFIC COMPLAINTS. THE AFCA SCHEME CAN BE CONTACTED AT 1800 931 678, BY EMAIL AT [INFO@AFCA.ORG.AU](mailto:info@afca.org.au), OR IN WRITING TO GPO BOX 3, MELBOURNE VIC 3001.**

**PLEASE KEEP THIS INFORMATION STATEMENT. YOU MAY WANT SOME INFORMATION FROM IT AT A LATER DATE.**