

Debit Card Conditions of Use

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Before you use your Pepper Money eftpos Debit Card

Please read these Conditions of Use. They apply to:

- all transactions initiated by you through an Electronic Banking Terminal by the combined use of your Pepper Money eftpos debit card (**Pepper Money Debit Card**) and PIN; and
- all other transactions effected with the use of your Pepper Money debit card or your Pepper Money debit card number including eftpos Tap & Pay™ transactions in Australia where the transaction value is under \$100.

The activation of your Pepper Money Debit Card will be taken to signify your understanding and acceptance of these Conditions of Use.

The card issuer is Indue Limited ABN 97 087 822 464, Australian Financial Services Licence 320204 (**Indue**), on behalf of Pepper Money Ltd ABN 55 094 317 665, Australian Credit Licence and Australian Financial Services Licence 286655 (**Pepper Money**).

Your Pepper Money Debit Card is issued to you by Indue at the request of Pepper Money. Indue is a member of eftpos and is responsible for settling transactions made using your Pepper Money Debit Card. Pepper Money is the provider of the Linked Account, which you can access using your Pepper Money Debit Card.

In these terms and conditions 'we/us' refers to each Indue and Pepper Money together and separately.

If you fail to properly safeguard your Pepper Money Debit Card or PIN you may increase your liability for unauthorised use. Refer to section 10 for a list of circumstances where you may be held liable for unauthorised use of your Pepper Money Debit Card).

If these Conditions of Use are not clear to you, contact Pepper Money on 13 7377 before using your Pepper Money Debit Card or alternatively seek independent advice from your accountant or lawyer.

Information on current fees and charges that apply in relation to the use of your Pepper Money Debit Card can be obtained by contacting Pepper on 13 7377 or by visiting the Pepper Money website at www.peppermoney.com.au.

Words that are capitalised are defined in section 22 below.

Important points to remember to safeguard your account

In order to safeguard your Pepper Money debit card and PIN we strongly recommend that you:

- sign your Pepper Money Debit Card immediately when you receive it;
- memorise your PIN and never store it with or near your Pepper Money Debit Card;
- never write your PIN on your Pepper Money Debit Card;
- never write or record your PIN on a device that is also needed to perform a transaction, or keep a record of the PIN on anything:
 - (i) carried with a device, or
 - (ii) liable to loss or theft simultaneously with a device;
- never lend your Pepper Money Debit Card to anyone;
- never voluntarily tell anyone your PIN or let anyone see it, including any family member or friend;
- don't choose a PIN that can be easily guessed, such as part of the data imprinted on your card, a previously selected PIN, consecutive numbers, one number repeated or numbers which form a pattern, or that can be easily associated with you, such as your date of birth, telephone number, driver's licence number and so forth (you can change a PIN via myRAMS);
- try to prevent anyone else seeing you enter your PIN into an ATM or eftpos Device (i.e. an "Electronic Banking Terminal");
- never leave your Pepper Money Debit Card unattended, e.g. in your car or at work;
- immediately report the loss, theft or unauthorised use of your Pepper Money Debit Card (including if your PIN mailer has not been received intact, or if you detect that your PIN has been changed by someone else) to the EMERGENCY HOTLINE on free call – 1800 621 199;
- keep a record of the 24hr EMERGENCY HOTLINE telephone number with your usual list of emergency telephone numbers;
- examine your account statement as soon as you receive it to identify and report, as soon as possible, any instances of unauthorised use; and for security reasons, on the expiry date shown on your Pepper Money Debit Card, destroy your Pepper Money Debit Card by cutting it diagonally in half.

Refer to section 10 below for a list of circumstances where you may be held liable for losses caused by unauthorised transactions. Any liability for losses resulting from unauthorised transactions will be determined in accordance with section 12 below, rather than the security measures listed above, which are guidelines only.

WARNING: ACCOUNT AGGREGATION SERVICES. Some companies provide account aggregation services that allow you to view account information from different institutions on the one webpage. To use an account aggregation service, you are usually required to give the service provider your account details and applicable access codes. We do not endorse, promote or authorise the use of account aggregation services in connection with your Linked Account. Remember that if you disclose your PIN or any other access codes relevant to your Linked Account to another person, you will be liable for any transactions on your Linked Account(s) made by that person using those codes.

1. Introduction

These Conditions of Use apply to:

- your use of your Pepper Money Debit Card when used in conjunction with a PIN in an Electronic Banking Terminal; and
- use of your Pepper Money Debit Card to purchase goods or services in circumstances where a PIN is not required, including for eftpos tap & Pay transactions in Australia where the transaction value is under \$100.

When you activate your Pepper Money Debit Card this constitutes your agreement to the conditions set out in these Conditions of Use. If you do not agree with the terms of these Conditions of Use, do not activate your Pepper Money Debit Card or use it (or allow anyone else to use or activate your Pepper Money Debit Card).

Instead, return your Pepper Money Debit Card to us (cut in half for your protection).

You should read these Conditions of Use carefully, together with the Product Disclosure Statement and Target Market Determination

2. Signing your Pepper Money debit card

You agree to sign your Pepper Money debit card as soon as you receive it and before using it, as a means of preventing unauthorised use.

3. Reporting the loss or theft of your Pepper Money debit card

If you believe your Pepper Money debit card or PIN record has been lost or stolen, or your PIN has become known to someone else, you should **IMMEDIATELY** report this by contacting:

DURING NORMAL BUSINESS HOURS

Pepper Money call 137377

Monday – Friday: 8:00am – 6:00pm (Sydney/Melbourne Time)

OUTSIDE NORMAL BUSINESS HOURS

24hr EMERGENCY HOTLINE: Freecall – 1800 621 199

If you call the 24hr EMERGENCY HOTLINE:

- you will be given a reference number which you should retain as evidence of the date and time of your report; and
- you should advise RAMS as soon as you can that you have made a report to the 24hr EMERGENCY HOTLINE.

If for any reason any of the above methods of notification are unavailable, you will not be liable for any losses occurring due to non-notification. You are required to continue to try to provide notification of your lost or stolen Pepper Money debit card by using one of the methods referred to above. Provided you continue to try and use reasonable endeavours having regard to your own individual circumstances to notify Pepper Money or the 24hr EMERGENCY HOTLINE, Pepper Money will continue to be liable for any loss occurring as a result of further unauthorised use of your Pepper Money debit card.

If the loss, theft or misuse occurs outside Australia you must confirm the loss, theft or misuse of your Pepper Money debit card with Pepper Money by calling +61 2 7227 1555 or by priority paid mail as soon as possible.

If your Pepper Money debit card is reported as lost or stolen, Indue will issue to you a replacement Pepper Money debit card. You must give us a reasonable time to arrange the issue of a replacement Pepper Money debit card.

4. Using your Pepper Money debit card

As at the date of these Conditions of Use, your Pepper Money Debit Card cannot be used for any card-not-present transactions, including any mail, telephone or internet transactions.

You can use your Pepper Money Debit Card to purchase goods or services from merchants or withdraw cash from ATMs in the following ways:

In Australia only:

- inserting or swiping your Pepper Money Debit Card at an eftpos Device and pressing the “cheque”/“savings”/“eftpos” option (if applicable) and entering your PIN;
- withdraw cash at the eftpos Device at some merchants – by pressing the ‘cheque’/‘savings’ button (if applicable) and entering your Pin; and
- holding your Pepper Money Debit Card in front of the Contactless Terminal and waiting for the transaction to be confirmed. there is no need to sign or enter a PIN for purchases of under \$100.

Overseas access:

You won't be able to use your Pepper Money Debit Card overseas.

We do not warrant or accept any responsibility if an Electronic Banking Terminal does not accept your Pepper Money Debit Card. you should always check with the relevant merchant that it will accept your Pepper Money Debit Card before purchasing any goods or services.

You may only use your Pepper Money Debit Card to perform transactions on your Linked Account. Pepper Money will debit your Linked Account (which will reduce the available funds in your Linked Account with the value of all transactions carried out:

- by using your Pepper Money Debit Card at an Electronic Banking Terminal; or
- when your Pepper Money Debit Card is presented to a merchant (or someone else on behalf of a merchant) in a way acceptable to us.

You may not make a deposit into your Linked Account at an ATM.

Fraudulent transactions can arise from use of your Pepper Money Debit Card and Pepper Money Debit Card Number. Where you advise us that a transaction that has been debited (deducted) from your Linked Account is fraudulent, unauthorised or disputed, we will investigate and review that transaction in accordance with section 11 of these Conditions of Use.

We are not responsible in the event that you have a dispute regarding the goods or services purchased using your Pepper Money Debit Card, in the first instance you should contact the merchant directly. If you cannot resolve the dispute with the merchant, we have the ability in certain circumstances to investigate disputed transactions on your behalf (refer to section 11 below for a list of circumstances when we can investigate disputed transactions) and attempt to obtain a refund for you.

WARNING: If the Linked Account is in the name of more than one person (referred to as a joint account), then you and the joint account holder will be jointly and severally liable (in the first instance) for all transactions carried out using your or the joint account holder's Pepper Money Debit Card or Pepper Money Debit Card Number. Where there is more than one account holder, each account holder can bind the other holder. This means that:

- your joint account holder will be liable to us (in the first instance) for all transactions that are carried out by use of your Pepper Money Debit Card; and
- if applicable, you will be liable to us (in the first instance) for all transactions that are carried out by use of the joint account holder's Pepper Money Debit Card or Pepper Money Debit Card number.

All account holders will be obliged to repay any and all of the debt even if each account holder did not benefit equally from the funds.

Individual ATMs may not have money available. An eftpos outlet may not accept your card. If an ATM does not return your card, you should contact Pepper.

It is an offence under Australian law to conduct transactions on an account which may lead to an actual or attempted evasion of a taxation law, or an offence under any other Commonwealth law or territory law. Where we have reasonable grounds to suspect that such transaction(s) have occurred via your use of your Pepper Money Debit Card, we are obliged to report this to AUSTRAC. Should your Pepper Money Debit Card be used for unlawful purposes, Pepper may restrict you from accessing any available funds in your Linked Account.

Merchants and other institutions through which you may use your Pepper Money Debit Card may charge additional fees or impose additional obligations or restrictions (for example, minimum spend rules before using your card) on your use of your Pepper Money Debit Card with them. A merchant may charge a different price for goods or services when you pay with your Pepper Money Debit Card rather than with cash.

You must ensure that the correct amount is entered by the merchant or written in the total box on the sales voucher before you authorise the transaction. You agree that the amounts shown on each sales voucher and withdrawal slip are sufficient evidence of the price of the goods or services to which the voucher or withdrawal slip relates.

We do not accept any responsibility for the goods or services purchased with your Pepper Money Debit Card. We are not responsible if a merchant refuses to accept or honour your card. You must not use your card to make any illegal purchase. Your access to the Linked Account using the Pepper Money Debit Card may be automatically denied after unsuccessful attempts to enter your PIN. If this happens, you must contact us.

As your Pepper Money Debit Card is eftpos tap & Pay™ enabled, then it may be possible for your Pepper Money Debit Card to be used to pay for transactions that are under \$100.00 by using the eftpos tap & Pay™ function at merchants that offer eftpos tap & Pay™. You may authorise an eftpos tap & Pay™ transaction by waving your Pepper Money Debit Card over the merchant's enabled eftpos tap & Pay™ terminal. Before doing so you must check that the correct amount is displayed on the eftpos tap & Pay™ terminal. If your transaction exceeds \$100.00 (or other amount set at the terminal), you will be required to enter your PIN to complete the transaction.

5. Transaction limits

You agree that you will not use your Pepper Money Debit Card to exceed the available balance in your Linked Account.

We may set temporary or permanent limits on the minimum and maximum amounts that you may withdraw from your Linked Account on any one day through an Electronic Banking Terminal.

A maximum daily transaction limit of \$1000 applies collectively across:

- cash withdrawals through ATMs; and
- transactions through Electronic Banking Terminals

Where we impose a temporary minimum or maximum limit, we will use reasonable endeavours to notify you that we have imposed a temporary transaction limit. A temporary maximum transaction limit will usually be imposed in circumstances where transactions appear to be suspicious or fraudulent. Where we impose a new permanent minimum or maximum transaction limit, we will inform you of this change in accordance with the requirements set out in section 16 of these Conditions of Use.

Merchants offering eftpos facilities have the right to impose conditions on the use of such facilities. This can include imposing their own transaction limits or restrictions on the amount of cash or value that you may obtain by using your Pepper Money Debit Card.

6. Authorisations and processing of transactions

Certain transactions that you make using your Pepper Money Debit Card may need to be authorised by us before they can proceed. In these circumstances, prior to the transaction being completed, the relevant merchant's financial institution will obtain authorisation from us for the transaction to be processed. Once authorisation is obtained, it will reduce the amount of available funds in your Linked Account. If circumstances occur where authorisation is obtained by us but the

relevant transaction is not completed, your available funds in your Linked Account may be reduced for a period of time.

Transactions will not necessarily be processed to your Linked Account on the same day they occur. The date that you conduct the transaction is referred to as the transaction date. Some transactions will be processed after the transaction date. This is usually due to the relevant merchant's financial institution not processing the relevant transaction on the transaction date.

We have the right to refuse authorisation for you to effect a transaction if:

- we have restricted access to your Linked Account in accordance with section 8 of these Conditions of Use;
- we believe on reasonable grounds that the transaction is fraudulent or suspicious; or
- the transaction will result in you exceeding your available balance in your Linked Account.

7. Renewal of your Pepper Money debit card

Indue will arrange for a replacement Pepper Money Debit Card to be forwarded to you before the expiry of your current Pepper Money Debit Card, provided that you are not otherwise in default under these Conditions of Use.

If you do not require a replacement Pepper Money Debit Card, you must notify Pepper Money before the expiration date of your current Pepper Money Debit Card. You must give Pepper Money a reasonable time to arrange cancellation of the issue of a replacement Pepper Money Debit Card.

Indue reserves the right not to re-issue a card. Pepper Money may arrange for a new Pepper Money Debit Card to be issued to you at any time. All re-issued Pepper Money Debit Cards are subject to these Conditions of Use. Indue will typically re-issue a Pepper Money Debit Card in circumstances where Pepper Money or Indue considers that the security of your Pepper Money Debit Card or PIN may have been compromised or where Indue is required to issue new cards to all our cardholders as a result of any payment scheme rule changes. In these circumstances, you will not be charged any replacement card fee.

8. Cancellation and return of your Pepper Money debit card

The Pepper Money Debit Card always remains the property of Indue. Indue or Pepper Money (on behalf of Indue as the Pepper Money Debit Card Issuer) may cancel the Pepper Money Debit Card issued to you:

- for security reasons where your Pepper Money Debit Card has been or we reasonably suspect to have been compromised and such compromise has been caused directly by you or a third party as a result of your conduct;
- if you breach these Conditions of Use or the terms and conditions of the Linked Account and you fail to remedy that default within 14 days after receiving a written notice from Pepper Money or Indue requesting you to remedy the default;
- if you close your Linked Account;
- if you alter the authorities governing the use of your Linked Account (unless Pepper Money agrees otherwise); or
- for any other reason.

Indue or Pepper Money (on behalf of Indue as the Pepper Money Debit Card Issuer) may also capture the Pepper Money Debit Card at any Electronic Banking Terminal.

In these circumstances, Indue or Pepper Money will notify you that your Pepper Money Debit Card has been cancelled.

You may cancel your Pepper Money Debit Card at any time by contacting Pepper Money on 13 7377. In these circumstances you must either return your Pepper Money Debit Card to Pepper Money (cut in half diagonally for your protection) or confirm by telephone that your Pepper Money Debit Card has been destroyed and that you have disposed of the pieces securely. If you cannot destroy your Pepper Money Debit Card you should contact Pepper Money by phone and request that Pepper Money place a "stop" on your Pepper Money Debit Card.

Pepper Money may restrict the ability for you to access any available funds in your Linked Account by using your Pepper Money Debit Card and prevent you from using your Pepper Money Debit Card in circumstances where:

- you are in default in accordance with these Conditions of Use; and
- Pepper Money has notified you of this default and advised you that Pepper Money will restrict access to your Linked Account through use of your Pepper Money Debit Card if you do not rectify the relevant default in accordance with the timeframes set out in the notice provided to you.

Where possible, Pepper Money will provide you with at least seven days' notice of its intention to restrict the ability for you to access any available funds from your Linked Account by using your Pepper Money Debit Card.

9. Conditions after cancellation or expiry of your Pepper Money debit card

You must not use your Pepper Money debit card:

- after it has been cancelled or restricted; or
- after the expiry date shown on the face of the Pepper Money debit card. In some circumstances:
 - (a) your Pepper Money debit card may be used for store purchases which are below Pepper Money debit card floor limits and where no electronic approvals are in place; or
 - (b) a transaction on your Pepper Money debit card may be processed manually.

If you use your Pepper Money debit card after it has been cancelled or restricted in these circumstances, then you will be liable for the value of any transaction as well as any reasonable costs incurred by Indue or Pepper Money in collecting the amounts owing. Any such amounts are immediately due and owing upon demand by us.

10. Your liability in case your Pepper Money debit card is lost or stolen or in case of unauthorised use

- (1) You are not liable for any loss arising from unauthorised use of your Pepper Money Debit Card:
 - (a) where the losses are caused by the fraudulent or negligent conduct of:
 - (i) us;
 - (ii) our employees or agents;
 - (iii) companies involved in networking arrangements; or
 - (iv) merchants or agents or employees of merchants;
 - (b) before you have actually received your Pepper Money Debit Card and/ or PIN (including a reissued Pepper Money Debit Card and/or PIN);
 - (c) subject to section 9, where the losses relate to any component of your Pepper Money Debit Card or PIN being forged, faulty, expired or cancelled;
 - (d) where the losses are caused by the same transaction being incorrectly debited more than once to your Linked Account;
 - (e) after you have reported your Pepper Money Debit Card lost or stolen;
 - (f) if you did not contribute to any unauthorised use of your Pepper Money debit card; or

- (g) if the unauthorised transaction was made using your Pepper Money Debit Card information without use of your actual Pepper Money Debit Card or PIN.
- (2) for the purpose of section 10(1)(b) above, there is a presumption that you did not receive your Pepper Money Debit Card unless we can prove that you received your Pepper Money Debit Card by, for example, obtaining an acknowledgement of receipt from you or (if applicable) obtaining record of you activating your Pepper Money Debit Card.
- (3) for the purpose of section 10(1)(f) above, we will undertake an assessment to consider whether you have contributed to any loss caused by unauthorised use of your Pepper Money Debit Card. this assessment will include a review of whether you:
- (a) voluntarily disclosed your PIN to anyone, including a family member or friend;
 - (b) voluntarily allowed someone else to observe you entering your PIN into an Electronic Banking Terminal;
 - (c) wrote or indicated your PIN on your Pepper Money Debit Card;
 - (d) wrote or indicated your PIN (without making any reasonable attempt to disguise the PIN) on any article carried with your Pepper Money Debit Card or likely to be lost or stolen at the same time as your Pepper Money Debit Card;
 - (e) selected a PIN which represents your date of birth or that of a family member;
 - (f) allowed anyone else to use your Pepper Money Debit Card;
 - (g) unreasonably delayed notification of:
 - (i) your Pepper Money Debit Card or PIN record being lost or stolen;
 - (ii) unauthorised use of your Pepper Money Debit Card; or
 - (iii) the fact that someone else knows your PIN;
 - (h) in relation to a transaction carried out at an ATM, used an ATM that incorporated reasonable safety standards that mitigated the risk of a card being left in the ATM; or
 - (i) have been fraudulent.
- (4) If a transaction can be made using your Pepper Money Debit Card without your PIN, you are liable for unauthorised transactions only if you unreasonably delay reporting the loss or theft of your Pepper Money Debit Card.
- (5) If we can prove on the balance of probability that you have contributed to the unauthorised use of your Pepper Money Debit Card under section 10(3), your liability will be the lesser of:
- (a) the actual loss;
 - (b) your available Linked Account balance;
 - (c) an amount calculated by adding the actual losses incurred for each day, up to the current daily or other periodic withdrawal limit, on which unauthorised use occurred before you reported the loss, theft or unauthorised use of your Pepper Money Debit Card or breach of PIN security, up to and including the day you make your report; or
 - (d) the amount for which you would be held liable if any particular card scheme rules applied (if you wish to find out what card scheme rules apply to transactions made using your Pepper Money Debit Card, please contact us).
- (6) In assessing your liability under section 10(5)(c):
- (a) where your Pepper Money Debit Card has been lost or stolen, the number of days will be calculated by reference to the day when you should reasonably have become aware that it was lost or stolen; and
 - (b) the current daily withdrawal limit is the limit applicable at the time of the transaction by reference to the status and/or type of Electronic Banking Terminal at which the transaction occurred.
- (7) Where a PIN was required to perform the unauthorised transaction and it is unclear whether or not you have contributed to any loss caused by the unauthorised use of your Pepper Money Debit Card, your liability will be the lesser of:
- (a) \$150, or a lower figure determined by us;
 - (b) your available Linked Account balance; or
 - (c) the actual loss at the time we are notified of the loss or theft of your Pepper Money Debit Card or the breach of your PIN security, excluding the portion of the losses incurred on any one day which exceeds any relevant daily transaction or other periodic transaction limit; or
 - (d) the amount for which you would be held liable if any particular card scheme rules applied (if you wish to find out what card scheme rules apply to transactions made using your Pepper Money Debit Card, please contact us).
- (8) In assessing your liability under this section 10:
- (a) we will consider all reasonable evidence including all reasonable explanations for an unauthorised use having occurred;
 - (b) the fact that an account is accessed with the correct Pin, while significant, is not of itself conclusive evidence that you have contributed to the loss;
 - (c) the use or security of any information required to perform a transaction that you are not required to keep secret (for example, your Pepper Money Debit Card Number and the expiry date on the front of your Pepper Money Debit Card) is not relevant to your liability; and
 - (d) the portion of losses incurred that you and we had not agreed could be accessed using the Pepper Money Debit Card and/ or PIN that was used to perform the unauthorised transaction shall be excluded from the calculation of your liability.
- (9) Your liability for losses occurring as a result of unauthorised use will be determined under these Conditions of Use. The guidelines set out at the beginning of these Conditions of Use to safeguard your Pepper Money Debit Card and PIN, are the minimum suggested security measures you should take. If you disagree with our resolution process, you should contact us and request we review our decision in accordance with section 11.

11. Resolving errors and complaints

You may wish to dispute a transaction in circumstances where:

- the transaction is not recognised by you;
- you did not authorise the transaction;
- you did not receive the goods or services to which the transaction relates;
- the transaction amount differs to the purchase amount;
- you did not receive the requested cash from an ATM (or you only received part of the cash requested); or
- you believe a transaction has been duplicated.

If you believe a transaction is incorrect or unauthorised or your account statement contains any instances of unauthorised use or errors, you must immediately notify Pepper Money or call the 24hr EMERGENCY HOTLINE as explained in section 3. As soon as possible, you must also provide Pepper Money with the following information:

- your name and address, account number and Pepper Money Debit Card Number;
- details of the transaction or the error you consider is wrong or unauthorised;
- a copy of the account statement in which the unauthorised transaction or error first appeared;
- the names of other users authorised to operate the Linked Account;
- details of whether your Pepper Money Debit Card was signed and your PIN secure;
- the dollar amount and an explanation as to why you believe it is an unauthorised transaction or an error; and
- any other details requested by Pepper.

If you have any other complaint in relation to the Pepper Money Debit Card, contact Pepper Money on 137 377 or through one of the contact methods at <https://www.pepper.com.au/lending/help-centre/customer-service/customer-feedback>.

If Pepper Money is unable to settle your complaint immediately to your satisfaction, then Pepper Money will acknowledge your complaint and may, if relevant, request further details from you.

If your complaint is closed within 5 Business Days, by being resolved to your satisfaction or if there is no reasonable action that can be taken to address the complaint, then Pepper Money will communicate with you. This may be by means other than in writing. If you wish, you may request that Pepper Money provide you with a written response.

However, if Pepper Money is unable to settle your complaint within 5 Business Days, Pepper Money will advise you of the procedures for further investigation and resolution and may request further relevant details from you. Within 30 days of receiving your complaint, Pepper Money will:

- advise you in writing of the results of its investigations; or
- advise you in writing of the reasons for any further delay and the date by which you can reasonably expect to hear the outcome of Pepper Money's investigation.

An investigation will continue beyond 30 days only in exceptional circumstances, for example, if there are delays caused by other financial institutions or merchants involved in resolving the complaint or in circumstances where an investigation of the relevant transaction under the relevant scheme rules is required.

If Pepper Money finds that an error was made, it will make the appropriate adjustments to your Linked Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.

If your complaint or dispute is not satisfactorily resolved by Pepper Money, you may contact Indue:

Indue Ltd
PO Box 5389
West End QLD 4101

Phone: **1300 671 819 between 9.00am-6.00pm AEST Monday to Friday**, closed on weekends and Queensland public holidays.

If your complaint has been investigated by Pepper Money and Indue and you are not satisfied with the outcome, you have the right to contact the Australian Financial Complaints Authority (AFCA):

Australian Financial Complaints Authority

- **Online:** www.afca.org.au
- **Telephone:** 1800 931 678
- **Mail:** Australian Financial Complaints Authority GPO Box 3, Melbourne VIC 3001
- **Email:** info@afca.org.au

12. Malfunction

Other than to correct the error in your Linked Account and the refund of any charges or fees imposed on you as a result, neither Indue nor Pepper Money will be liable to you for any loss caused by an Electronic Banking Terminal malfunctioning if you were aware, or should have been aware, that the terminal was unavailable for use or was malfunctioning.

Where an eftpos Device is not working, the merchant may provide alternative manual processing of the transaction. You will be required to present your Pepper Money Debit Card and sign a voucher. The voucher authorises Pepper Money to debit your Linked Account with the amount of the transaction (which will reduce the available funds in your Linked Account).

13. Statements and receipts

A transaction record slip will be available for each financial transaction carried out with your Pepper Money Debit Card at an Electronic Banking Terminal. You should obtain, check and retain all transaction record slips issued to you for checking against your account statements for your Linked Account.

14. Fees and charges

Some merchants and ATM providers may charge you a fee for using your Pepper Money Debit Card at an Electronic Banking Terminal.

Fees and charges may apply for use of the Pepper Money Debit Card and these are documented in your credit contract with Pepper Finance.

If you consider that Pepper Money or Indue has incorrectly charged you a fee or charge, you may dispute this by contacting Pepper Money on 137 377 in accordance with section 11. Any incorrectly charged fee or charge will be reversed.

Pepper Money will advise you of any applicable fees and charges at the time you apply for your Pepper Money Debit Card. These fees and charges may change from time to time and you will be notified of any new fees in accordance with section 16.

Information on current standard fees and charges is available on request, from Pepper Money.

15. Government fees and charges

Pepper Money reserves the right to pass on to you any fees, charges, duties and taxes that are imposed on the use of your Pepper Money Debit Card by government or by any regulatory authority. We are also authorised to debit your Linked Account with those fees, charges, duties and taxes (which will reduce the balance in your Linked Account).

16. Changes to Conditions of Use

These Conditions of Use may be varied at any time by Pepper Money providing notice to you. If you wish to cancel your Pepper Money Debit Card as a result of any change or variation made to these Conditions of Use, you must contact Pepper Money to cancel your Pepper Money Debit Card. In these circumstances, you will not be charged any additional fees or charges associated with cancelling your Pepper Money Debit Card.

If you retain and use your Pepper Money Debit Card after notification of any changes to these Conditions of Use, you will be deemed to have accepted the changes.

Pepper Money may notify you of changes to these Conditions of Use either through:

- a letter to your last known address;
- an email to your nominated email address;
- notices on, or sent with your Linked Account statement (including electronic statements);
- press advertisements; or
- a notice on the RAMS.com.au and peppermoney.com.au websites.

If a written notice is delivered to you personally, the date of delivery is the date you receive the notice.

17. Other general conditions

These Conditions of Use govern your Pepper Money Debit Card's access to your Linked Account. Each transaction on an account is also governed by the terms and conditions to which that account is subject. If there is any inconsistency between these Conditions of Use and the terms applicable to your Linked Account, these Conditions of Use prevail with respect to the use of your Pepper Money Debit Card, these Conditions of Use prevail except to the extent that they are contrary to any applicable legislation, or any relevant industry code of practice.

You may not assign your rights under these Conditions of Use to any other person. We may assign or novate our rights and obligations or transfer these Conditions of Use to another person where such assignment is to a related party or third party where such third party has a similar or fairer dispute resolution procedure than us. If we assign or transfer the rights under these Conditions of Use, these Conditions of Use will apply to the transferee or assignee as if it were us. If Indue assigns these Conditions of Use, we will provide you with notice and you will be able to cancel your Pepper Money Debit Card as a result of this assignment without being charged any fees or charges associated with cancelling your Pepper Money Debit Card

18. Pepper Money's liability

The Pepper Money Debit Card is issued by Indue. Subject to any warranties implied by law that cannot be excluded, Pepper Money accepts no liability whatsoever in relation to:

- the Pepper Money Debit Card;
- errors, inaccuracies, omissions, interruptions, viruses/defects where you were aware or should have been aware that the Pepper Money Debit Card or any system or related equipment was malfunctioning, other than the refund of any charges or fees imposed on you as a result of the Pepper Money Debit Card or system being unavailable or malfunctioning;
- delays resulting from failure of any communications network or ancillary equipment outside our control which supports the Pepper Money Debit Card;
- reliance on information obtained through use of the Pepper Money Debit Card; or
- failure of the Pepper Money Debit Card to perform a function in whole or in part.

If Pepper Money's liability cannot be excluded, Pepper Money's liability is limited to:

- (a) the resupply of the information or services to you (including the correction of any errors in your Linked Account); or
- (b) the payment of the cost of having the information or services resupplied to you.

You must ensure that neither Pepper Money nor Indue suffer any loss as a result of the Pepper Money Debit Card being made available to you. Any loss which Pepper or Indue incur as a result of making the Pepper Money Debit Card available to you may be recovered from you by Pepper Money or Indue.

19. Delayed or refused transactions

In some circumstances, including where we consider it reasonably necessary to meet our regulatory and compliance obligations (including those relating to anti-money laundering and counter-terrorism financing) or to manage associated risk, we may, without giving you notice:

- block or place a stop on your card; and/or
- delay, block, freeze or refuse a transaction.

Examples of when we may take these measures include where we have reasonable grounds to believe that:

- a transaction may breach Australian law or sanctions (or the law or sanctions of any other country); or
- your Linked Account, and/or Pepper Money Debit Card is being used in a manner we reasonably consider is unsatisfactory, fraudulently or in a way that might cause you or us to lose money; or
- you do not provide us with any document or information we reasonably request from you;

We may take these measures for as long as we reasonably need. We and our correspondents are not liable for any loss you suffer (including consequential loss) in connection with the relevant product(s).

You provide us the following undertakings and indemnify us against any potential losses arising from any breach by you of such undertakings:

- you will not initiate, engage in or effect a transaction that may be in breach of Australian law or sanctions (or the law or sanctions of any other country); and
- the underlying activity for which any deposit product is being provided does not breach any Australian law or sanctions (or the law or sanctions of any other country).

You should also be aware that:

- we may from time to time require additional information from you to assist us in the above compliance process; and
- where legally obliged to do so, we will disclose the information gathered to regulatory and/or law enforcement agencies, other financial institutions, service providers or to other third parties. We may also provide your identifying information, to service providers we have appointed, to assist in maintaining and processing your account information.

20. Privacy and Information Collection Disclosure

Indue and Pepper Money may collect your personal information:

- to identify you in accordance with the AML Legislation and scheme rules;
- to provide information about a product or service;
- to consider your request for a product or service;
- to provide you with a product or service;
- to assist in arrangements with other organisations in relation to the provision of a product or service or suspend its operation until it is provided;
- to perform administrative and operational tasks (including systems development and testing, staff training, and market or customer satisfaction research);
- to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- as required by relevant laws and scheme rules.

In some circumstances, Indue or Pepper Money (as the case may be) may collect your personal information from a third party service provider. For example, Pepper Money may collect, from the provider of a payments platform where your transactions are stored, information about the transactions you undertake. Indue or Pepper Money may also collect information from other participants in the payments system and other financial institutions in order to resolve disputes or errors. Indue and Pepper Money collect this information in order to manage the service provided to you, consistent with these Conditions of Use.

If you do not provide some or all information requested, Indue and Pepper Money may be unable to provide you with a product or service. Indue and Pepper Money will not collect sensitive information about you, such as health information, without your consent.

Indue or Pepper Money may provide your information:

- to another member of its group;
- to any outsourced service providers (for example mailing houses, fraud and anti-money laundering service providers, data switch service companies);
- to regulatory bodies, government agencies, law enforcement bodies and courts;
- to other parties as is authorised or required by law; or
- to participants in the payments system and other financial institutions for the purpose of resolving disputes, errors or other matters arising out of your use of your Pepper Money Debit Card or third parties using your Pepper Money Debit Card or card information.

You may access any of your personal information at any time by calling Pepper Money on 137 377. You may also call Indue on 1300 671 819. You may be charged a reasonable administration fee for access by Pepper Money (directly or through debiting your Linked Account) or by Indue (as the case may be). This fee will be advised to you upfront in order for you to determine whether you wish to access your personal information. If you can show that information about you is not accurate, complete and up to date, Pepper Money or Indue (as the case may be) will take reasonable steps to ensure it is corrected so that it is accurate, complete and up to date. Neither Pepper Money nor Indue will charge any extra fee for correcting your information. There may be circumstances when Indue or Pepper Money may be unable to provide you with access or to correct your information, in which case Indue or Pepper Money (as the case may be) will provide you with a written reason. For details on how you may access and seek correction of the personal information Indue or Pepper Money holds about you, please refer to their Privacy Policies available at www.indue.com.au and www.peppermoney.com.au.

In accordance with the Privacy Act 1988 (Cth), Indue and Pepper Money must comply with the Australian Privacy Principles. You have the right to lodge a complaint if you believe Indue or Pepper Money has breached the Australian Privacy Principles. For details on how you may complain about a privacy breach and how we deal with privacy complaints, please refer to our Privacy Policies.

21. Anti-Money Laundering and Counter-Terrorism Financing

You agree that:

- where required, you will provide to Indue, Pepper Finance and Pepper Money all information reasonably requested by Indue, Pepper Finance and Pepper Money in order for Indue and/or Pepper Money to comply with the obligations imposed on it pursuant to the AML Legislation and the scheme rules;
- Indue, Pepper Finance and/or Pepper Money may be legally required to disclose information about you to regulatory and/or law enforcement agencies;
- Indue, and/or Pepper Money may block, delay, freeze or refuse any transactions where Indue and/or Pepper Money in their sole opinion considers reasonable grounds exist to believe that the relevant transactions are fraudulent, in breach of the AML Legislation, any scheme rules or any other relevant law;
- where transactions are blocked, delayed, frozen or refused by Indue, Pepper Finance and/or Pepper Money in accordance with this section 21, you agree that neither Indue, Pepper Finance nor Pepper Money is liable for any loss suffered by them, you or other third parties arising directly or indirectly as a result of Indue and/or Pepper Money taking this action; and
- Indue and Pepper Money will monitor all transactions that arise pursuant to your use of your Pepper Money Debit Card in accordance with its obligations imposed on it in accordance with the AML Legislation and the scheme rules.

22. Definitions

ACL means an Australian Credit Licence as defined in the *National Consumer Credit Protection Act 2009* (Cth).

AFSL means an Australian Financial Services Licence issued by ASIC as required by section 911A of the Corporations Act 2001 (Cth).

ASIC means the Australian Securities and Investments Commission.

AML Legislation means the *Anti-Money Laundering and Counter- Terrorism Financing Act 2006* (Cth) and its associated rules, regulatory guides and regulations.

ATM means an automated teller machine.

Business Day means in relation to Pepper, a day that Pepper Money is open for business in Sydney, excluding Saturdays, Sundays and public holidays.

Contactless Terminal means an Electronic Banking Terminal which can be used to make an eftpos tap & Pay transaction.

eftpos means electronic funds transfer at point of sale.

eftpos Device means a terminal which you can use to make electronic payments using a card acceptable to the merchant (for example, your Pepper Money Debit Card) and includes a Contactless Terminal.

eftpos Tap & Pay means authorising a transaction by holding your Pepper Money Debit Card in front of a Contactless Terminal without having to insert or swipe the Pepper Money Debit Card into an Electronic Banking Terminal.

Electronic Banking Terminal means an ATM or eftpos Device.

Floor Limit means an amount above which a payment using an eftpos Device requires Indue approval in order for the transaction to be processed. Floor Limits are set by merchants' financial institutions.

Indue means induce Ltd ABN 97 087 822 464 and AFSL 320204. Indue is the issuer of the Pepper Money Debit Card.

Linked Account means an eligible RAMS Home Loan you hold to which you may obtain redraw access to available funds by use of the Pepper Money Debit Card.

myRAMS means the secure website and mobile application where you can manage your Pepper Money Debit Card in accordance with these Conditions of Use and your RAMS Home and Linked Account.

Pepper Finance means Pepper Finance Corporation Limited ACN 094 317 647, the lender of record on your RAMS Home Loan.

Pepper Money means Pepper Money Limited ABN 55 094 317 665, ACL and AFSL 286655 and the servicer of your RAMS Home Loan.

Pepper Money Debit Card means a plastic eftpos debit card issued by Indue at the request of Pepper to enable electronic access to your Linked Account. Pepper Money Debit Card Number means the unique number assigned by Indue to each Pepper Money Debit Card and which is recorded on that debit card.

PIN means your secret personal identification number relating to your Pepper Money Debit Card.

RAMS Home Loan means your home loan assigned to Pepper Finance following completion of the transaction with WBC on 1 August 2026.

You or Your means the person who has a Linked Account and has been issued a Pepper Money Debit Card by Indue.

WBC means Westpac Banking Corporation ABN 33 007 457 141.