



SHOPPER

Terms & Conditions

BETTER

THAN A CARD

BIGGER

THAN A PAYMENT SYSTEM

SMARTER

THAN A FUNDRAISER



Fees and charges may apply to your Visa Card, MasterCard or Bendigo Bank savings accounts. Please refer to the terms and conditions for these accounts for this information.

This brochure provides general information only and is not intended as financial or taxation advice. You should consult your taxation advisor for advice as to your individual circumstances.

The redy product is issued by Bendigo and Adelaide Bank Limited ABN 11 068 049 178 AFSL 237879 (the Bank). You should consider the Terms and Conditions before deciding to use the redy product. Terms and Conditions are available online at www.redy.com.au

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1. Background

1.1 The redy payment system App and Website (redy) is a payment system which (amongst other things) allows redy Consumer Account holders to purchase goods or services from participating businesses using a mobile device.

1.2 redy is owned and operated by Bendigo and Adelaide Bank Ltd (ABN 11 068 049 178) (AFSL 237879) and its related bodies corporate (Bendigo Bank).

1.3 These terms and conditions represent the agreement between Bendigo Bank and any person who accesses or uses redy.

1.4 By clicking the [“Accept”], or by accessing and/or using redy (whichever occurs first), the user (referred to in these terms and conditions as You or Your) agrees to be bound by these terms and conditions.

1.5 Bendigo Bank reserves the right to amend redy (including any of its functionality) and these terms and conditions at any time. Any amendments made to these terms and conditions will be effective immediately on them being available on the redy website (www.redy.com.au) and/or via the redy App. You should check these terms and conditions periodically for changes.

2. Registration

2.1 In order to make purchases with redy, You must first register to use redy and provide certain information (Customer Information) to Bendigo Bank or its third party contractors via redy or a nominated website to enable Bendigo Bank to validate your identity.

2.2 To be eligible to use redy You must:

- (a)** Live in Australia;
- (b)** Hold a valid email address;
- (c)** Be 16 years or older at the time of opening the account;
- (d)** have and maintain a valid Payment Method; and
- (e)** comply with any other eligibility requirements we notify you of from time to time

2.3 By registering and providing the Customer Information, You warrant that:

- (a)** the Customer Information that You provide to Bendigo Bank is not false, misleading, fraudulent or defamatory and does not infringe the intellectual property rights of any third party;
- (b)** You will only provide current, accurate and up-to-date information and will advise us if your details change;
- (c)** You will keep Your registration username, password and PIN Code secure;
- (d)** You will not impersonate any other person or use another person's registration details

2. Registration

...continued

By registering and providing the Customer Information, You also authorise us to make, directly or through third parties, any enquiries we consider necessary to verify Your Identity. This may include ordering a credit report, performing other credit checks and verifying information you provide against third party databases. Please refer to our Privacy Policy for more information.

2.4 On registration Bendigo Bank will issue you with or confirm Your username, password and PIN code. You must keep these details secure at all times.

2.5 You agree to protect Your device with a PIN lock, using a different PIN to your redy PIN for additional protection of Your redy Consumer Account and other private information stored on Your device.

2.6 You will be liable for activity in respect of Your redy Consumer Account (including purchases made through your redy Consumer Account) where we can prove on the balance of probability the activity that occurred on Your redy Consumer Account was as a result of the disclosure by You of Your registration details and/or password, PIN or device PIN lock to third parties, or through unauthorised access to or use of Your personal information. Other than where expressly provided otherwise under this Agreement, You are solely responsible for all activity that occurs via Your use of the redy Payment System.

3. PIN code, device PIN lock and password security

3.1 You authorise us to act upon all instructions given to us using Your redy PIN code and subject to any other provisions of these terms and conditions You are liable for any such instruction. Because of this, You must keep Your redy PIN code secure and protected

3.2 You must not voluntarily disclose Your redy PIN code, device PIN lock or password to anyone, including a family member or friend.

3.3 You must not write or record Your redy PIN code, device PIN lock or password anywhere, in written or electronic form.

3.4 You must not select a numeric redy PIN code or device PIN lock that is common or could be easily guessed for example Your birth date.

3.5 If You believe or suspect Your PIN code, device PIN lock or password has been compromised or known to anyone other than You, You should change them immediately either using Your device, through the www.redy.com.au website or by calling redy on **1300 697 339**.

3.6 If You lose Your mobile device You should call redy on **1300 697 339** immediately and report it stolen. You will not be liable for transactions conducted on that device upon reporting it stolen to redy.

4. Electronic communications

The communications between You and redy use electronic means, whether You visit the Site or send us emails, or whether redy posts notices on the Site or communicates with You via email.

4.1 We will send you an activity statement each month.

4.2 For contractual purposes, You:

(a) consent to receive communications from redy in an electronic form; and

(b) agree that all terms and conditions, agreements, notices, disclosures, and other communications that redy provides to You electronically satisfy any legal requirement that such communications would satisfy if it were in writing. The foregoing does not affect Your non-waivable rights.

4.3 You can communicate with us at the following address:

Attention: redy Funding Program Department

Address: 426 Hargreaves St, Bendigo Victoria 3550

Email: support@redy.com.au

5. Privacy

5.1 The data and information that You provide via the redy Payment System, including but not limited to any personal information You submit for the purpose of registering with or otherwise using the redy Payment System, may be used by Bendigo Bank or its authorised third party contractors to:

(a) provide You with the redy Services;

(b) monitor Your use of the redy Payment System;

(c) customise any advertising or promotional material made available via the redy Payment System; and

(d) contact You with information regarding the redy Payment System or our other products or services.

5.2 The redy Payment System may log (and Bendigo Bank may have access to) information about the mobile device or computer used to access the redy Payment System (including Your IP address, operating system and browser type) and the date and time of access.

5.3 Any personal information You submit will be stored and handled in accordance with the requirements of the Privacy Act 1988 (Cth) and the terms of Bendigo Bank's Privacy Policy, a copy of which is available here: http://www.bendigobank.com.au/public/terms/privacy_policy_full.asp.

5.4 You consent to the transfer of Your Personal information if clause 15.4 of these terms and conditions is relied on by redy.

6. Using your reddy Dollars

6.1 All value in your reddy Consumer Account is represented by tokens (reddy Dollars) which you purchase (TopUp) with Australian dollars from a Payment Method . All payments to businesses for goods or services using your reddy Consumer Account must be made in reddy Dollars.

6.2 You are not required to hold a balance of reddy Dollars in Your reddy Consumer Account. However, we may require you to TopUp your reddy Consumer Account to repay a negative balance. You acknowledge and understand that reddy is under no obligation to pay interest on the balance of reddy Dollars in your reddy Consumer Account.

6.3 Minimum TopUp amount is \$10.00. TopUps, where properly authorised and completed will not be refunded unless expressly agreed by reddy. Maximum daily transaction(s) amount is \$1,000.

6.4 Multiple Payment Methods may be nominated by you and will be presented to you in the reddy App (Wallet). You will be asked to add a Payment Method to your Wallet when you first open the reddy App or when you make your first TopUp. For each Payment Method You add to your Wallet, You will be invited to give a name to each Payment Method (Nickname) to enable you to differentiate the accounts in Your Wallet.

6.5 Topup's are processed by reddy using Bendigo Bank facilities. Your Payment Method details are stored by reddy in a secure and encrypted format and will not be viewed, collected or stored by any other party other than reddy or its authorised third party contractors. Payment Method details are not stored on Your mobile device by the reddy App.

6.6 You acknowledge that, where your Payment Method is a credit card or debit card, Your credit or debit card provider may charge additional fees or limit your ability to use your card on the reddy Payment System in accordance with Your arrangements with that card provider. Bendigo Bank is not responsible for any such fees or charges or limits Your card provider may impose on You.

6.7 You also acknowledge that your mobile phone or other telecommunications provider may charge you data usage fees or other similar fees and charges in connection with your use of the reddy App and you will be solely responsible for any such fees or charges.

6.8 You acknowledge and agree that Bendigo Bank may impose transaction limits (such as minimum and maximum transaction amounts) from time to time and your use of the reddy Payment System will be subject to all such limits.

7. Receipt and Use of Creds

7.1 All rewards you receive from transacting with reddy Businesses (Creds) will be presented in Australian dollars. The value of Creds you receive in any transaction with a reddy Business may vary and You are not guaranteed to receive Creds from all transactions with reddy Businesses.

7.2 You determine the recipient of the value of Your Creds, but you are not entitled to transfer or receive value for Creds outside of the reddy Payment System. In the event you close your reddy account, residual Creds value will be forfeited. Creds may be converted to reddy Dollars within the reddy App only.

7.3 reddy may present to you a number of causes, charities or other opportunities (Creditable Cause) that You may decide to contribute Your Creds to. reddy and Bendigo Bank make no warranty as to the virtue or otherwise of the Creditable Cause and will not be responsible for the future use that the Creditable Cause may apply Your contribution to. reddy reserves the right to list and remove Creditable Causes as it sees fit.

7.4 You are responsible to determine the tax implications of making a contribution of reddy Dollars or Creds to a Creditable Cause. reddy may indicate a Creditable Cause as being tax deductible, but does not warrant Your right to receive any such tax deduction or other tax impact of using the reddy Payment System.

8. Supplies

8.1 By using the reddy Payment System you may be able to exchange your reddy Dollars for the purchase of goods or services (Supplies) advertised, promoted, offered, sold and/or supplied by reddy Businesses.

8.2 Bendigo Bank does not vouch for quality or suitability of any Supplies that You may purchase using the reddy Payment System. The reddy Payment System is designed to facilitate Your transaction with the relevant reddy Business only.

8.3 The relevant reddy Business is solely responsible for all Supplies purchased using the reddy Payment System. You should refer to any applicable terms and conditions provided by the reddy Businesses in connection with the Supplies. All disputes relating to the quality of Supplies and inquiries regarding refunds must be directed to the reddy Business rather than to reddy.



8. Supplies ...continued

8.4 Any dispute between You and a redy Business (for example in relation to the Product quality or customer service) must be resolved by You and the redy Business. redy is under no obligation to resolve or assist You in resolving a dispute with a redy Business.

8.5 You must be aware of and pay any taxes that apply to the payments you send or receive.

8.6 You acknowledge and agree that Bendigo Bank:

(a) is not a party to any transaction between you and a redy Business;

(b) will not be a buyer or seller in relation to any transaction between you and a redy Business;

(c) does not have any control over or responsibility for the provision of the goods and/or services provided or agreed to be provided by any redy Business in connection with any transaction between you and a redy Business; and

(d) is not responsible for and does not make any representations regarding nor endorse the goods and/or services of any redy Business.

9. Your Obligations

9.1 Without limiting your other obligations under these terms and conditions, You must:

(a) comply with any rules, procedures or written directions we notify you of from time to time regarding the use of your redy Consumer Account and the redy Payment System;

(b) not use or permit your redy Consumer Account to be used in respect of any transaction which is illegal under the laws of any relevant jurisdiction;

(c) ensure that your Payment Method is valid at all times and not in default at any time;

(d) ensure (at your own cost) that you have all telecommunications equipment necessary to use the redy Payment System;

(e) notify us immediately if you believe there has been any underpayment, overpayment or unauthorised or fraudulent transaction processed using the redy Payment System; and

(f) ensure that you comply with all applicable laws, regulations and codes of conduct in respect of your use of the redy Payment System.

10. Termination of Access

10.1 Bendigo Bank reserves the right to terminate or suspend Your access to the redy Payment System at any time and for any reason provided that, where it is reasonably practical to do so, Bendigo Bank will provide you with reasonable advance notice of the termination or suspension.

10.2 Without limiting its rights under clause 9, Bendigo Bank may terminate your access to the redy Payment System (without any requirement to provide you with prior notice of termination) if:

(a) You breach your obligations under these Terms and Conditions;

(b) Bendigo Bank reasonably suspects that you have engaged in unlawful activity using your redy Consumer Account;

(c) You use your redy Consumer Account in any way which Bendigo Bank reasonably considers could damage the reputation of Bendigo Bank or the redy Payment System; or

(d) Bendigo Bank considers the termination is necessary to safeguard the security or integrity of the redy Payment System.

10.3 In the event termination occurs, under Clause .2, redy may at its sole discretion, refund You the value of Your redy Dollars, less the reasonable costs incurred to process the termination.

10.4 You may choose to terminate your redy account at any time by phoning us on 1300 697 339. In choosing to terminate your redy account, the balance of redy Dollars and Creds will not be refunded unless expressly agreed by redy.

11. Complaints & Disputes

11.1 redy is committed to assisting You to achieve great things for Yourself and Your community. In the event you have a complaint to make about our service or services, or believe an unauthorised action has taken place on your redy Consumer account, You should contact us immediately.

11.2 A disputed Transaction may include:

(a) An unauthorised Transaction – a Transaction which you believe was not authorised by use of your redy Consumer Account. This includes any unauthorised transactions on your redy Consumer Account.

(b) General dispute – a Transaction which you wish to dispute. This may include a Transaction which has been processed to your redy Consumer Account more than once, or a Transaction which was authorised by the use of your redy Consumer Account which you wish to dispute.

11. Complaints & Disputes

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11.3 Despite notifying us of a disputed Transaction, you remain liable for any purchase made by a person authorised by the holder of the relevant redy Consumer Account.

11.4 If the redy Payment System malfunctions after having accepted your instructions or fails to complete a Transaction in accordance with your instructions resulting in loss to you of some or all of the amount of a Transaction, we will correct that loss by making any necessary adjustments to your redy Consumer Account .

11.5 If you consider that you have incurred additional losses as a consequence of the malfunction you may make a claim for any such loss.

11.6 Liability for losses resulting from unauthorised transactions are defined by the ePayments code.

11.7 You can report complaints or disputes about our service or services by:

Email: complaints@redy.com.au

Phone: 1300 MY REDY (1300 697 339)

Mail: redy Customer Support

426 Hargreaves Street, PO Box 480 BENDIGO VIC 3552

11.8 We aim to solve complaints and disputes as quickly as possible. If our staff cannot resolve the issue within three days, we will contact you and keep you informed of our progress and how long we expect resolution will take. A copy of our Customer Feedback Management Policy is available here.

11.9 If you are not satisfied with the handling of your complaint by Bendigo Bank, or with the outcome of our investigation, you may wish to contact the external dispute resolution scheme.

Financial Ombudsman Service

GPO Box 3

Melbourne VIC 3001

Telephone: 1300 780 808

Fax: (03) 9613 6399

Email: info@fos.org.au

Internet: www.fos.org.au

You can also contact the Australian Securities and Investments Commission on **1300 300 630** or at www.asic.gov.au/asic/asic.nsf to find out whether an industry complaints scheme may be available to assist you.

11.10 We may consider use of other alternative forms of dispute resolution, such as binding arbitration or non-binding mediation to be held in Victoria, Australia or another location mutually agreed upon by the parties.

12.1 We are bound by the Code of Banking Practice.

12.2 The Code of Banking Practice requires us to draw your attention to the availability of general descriptive information concerning our banking services. This includes information about account opening procedures, our obligations regarding the confidentiality of your information, complaint handling procedures, bank cheques, the advisability of you informing us promptly when you are in financial difficulty and the advisability of you reading the terms and conditions applying to this banking service.

12. Code of banking practice

13. Liabilities & indemnities

13.1 To the extent permitted by law, all conditions, warranties, guarantees, rights, remedies, liabilities and other terms implied by statute, custom or the common law are excluded from these terms and conditions. Where legislation implies any condition or warranty, and that legislation prohibits Bendigo Bank from excluding or modifying application of, or its liability under, any such condition or warranty, that condition or warranty will be deemed included but Bendigo Bank's liability will be limited for a breach of that condition or warranty to the minimum remedy provided for in that law.

13.2 Subject to clause 12.1, Bendigo Bank does not warrant or guarantee that:

- (a) the redy Payment System will be compatible with, or capable of being used on or in connection with any particular device; or
- (b) your access to the redy Payment System will be uninterrupted or error free.

13.3 If a supply by Bendigo Bank under these terms and conditions is a supply of goods or services to a consumer within the meaning of the Australian Consumer Law, nothing contained in these terms and conditions excludes, restricts or modifies the application of any provision, the exercise of any right or remedy, or the imposition of any liability under the Australian Consumer Law, provided that, to the extent that the Australian Consumer Law permits Bendigo Bank to limit its liability, then Bendigo Bank's liability shall be limited to:



13. Liabilities & indemnities ...continued

(a) in the case of services, the cost of supplying the services again or payment of the cost of having the services supplied again; and
(b) in the case of goods, the cost of replacing the goods, supplying equivalent goods or having the goods repaired, or payment of the cost of replacing the goods, supplying equivalent goods or having the goods repaired.

13.4 You acknowledge that, subject to clause 12.2, to the extent permitted by law Bendigo Bank does not accept liability for any errors, omissions, expenses, losses or damages caused by:

- (a) Your access to and/or use of the redy Payment System;
- (b) representations or statements made by Businesses via the redy Payment System or on connection with the redy Payment System (including where inaccurate information or material has been provided);
- (c) Your purchase of goods or services from redy Businesses or use of goods or services purchased from redy Businesses;
- (d) Your provision of personal or information via the redy Payment System (including details relating to the Payment Method); and/or
- (e) any failure in the networks or servers used to provide the redy Payment System.

13.5 As a condition of Your use of the redy Payment System, You agree to indemnify and keep indemnified Bendigo Bank and all of its officers, agents, employees or contractors (Personnel) against all expenses, losses, damages and costs (on a solicitor and own client basis and whether incurred by or awarded against Bendigo Bank or its Personnel) that Bendigo Bank or its Personnel may sustain or incur as a result, whether directly or indirectly, of:

- (a) any breach of these terms and conditions by You;
- (b) Your access to and/or use of the redy Payment System; and
- (c) any loss of, or damage to, any property, or injury to, or death of, any person (including You) caused by Your access to and/or use of redy.

14. Intellectual Property Rights

14.1 All copyright, trade marks and other intellectual property rights in respect of the redy Payment System and the information and material forming part of the redy Payment System (redy Material) is owned by or licensed to Bendigo Bank. Trade marks and other rights used under license by Bendigo Bank (for example, merchant logos) are used with permission and are owned by the relevant third party.

14.2 You acknowledge and agree that nothing in this Agreement grants you any ownership of or rights in respect of the intellectual property referred to in clause 13.1.

14.3 Except as permitted under the Copyright Act 1968 (Cth), or any other applicable law in the location from which You access the redy Payment System, You may not adapt, reproduce, publish or distribute copies of any redy Material in any form (including by e-mail or other electronic means), without Bendigo Bank's prior written consent.

15. Confidentiality & public announcements

15.1 Where you receive any Confidential Information from us under this Agreement or otherwise in connection with the redy App or redy Payment System you must:

- (a) keep the Confidential Information confidential; and
- (b) subject to clause 14.2, not use, disclose or reproduce the Confidential Information for any purpose other than solely to the extent necessary to receive the redy Services.

15.2 Notwithstanding clause 14.1, you may use or disclose Confidential Information to the extent necessary to:

- (a) comply with any law, binding directive of a regulator or a court order; or
- (b) obtain professional advice in relation to matters arising under or in connection with this Agreement.

15.3 You must not make any public statement or announcement regarding this Agreement, the redy Services or the redy Payment System without our prior written consent (which we may give or withhold in our absolute discretion).

16. General

16.1 By accessing and using the redy Payment System, You acknowledge and agree that any disputes in relation to the redy Payment System are to be determined by the courts of Victoria, in accordance with the laws of Victoria.

16.2 Bendigo Bank accepts no liability for any failure or delay in complying with these terms and conditions where such failure or delay is due to circumstances beyond Bendigo Bank's reasonable control including

(without limitation) where the failure to delay is caused by a Force majeure.

16.3 If Bendigo Bank waives any rights available to it under these terms and conditions on one occasion, this does not mean that those rights will be automatically waived on any other occasion. Waivers must be in written form and signed by Bendigo Bank or its authorised representative.

16.4 If Bendigo Bank sells or otherwise changes control of Bendigo Bank or the redy Payment System, Bendigo Bank reserves the right, without giving notice to You or seeking any additional consent from You, to transfer or assign Your personal information and any other rights You have under these terms and conditions. Your rights and obligations under these terms and conditions (including any rights to use the redy Payment System) are personal to you and may not be assigned, transferred or otherwise dealt with other than with our prior written consent.

16.5 If any of these terms and conditions are held to be invalid, unenforceable or illegal for any reason, the remaining Terms and conditions will nevertheless continue in full force.

Glossary

Australian Consumer Law means the Australian Consumer Law as contained in Schedule 2 of the Competition and Consumer Act 2010 (Cth).

Conditions means the Terms and Conditions set out in this document.

Confidential Information means any information provided by us to you (whether provided before or after the commencement of this Agreement) in connection with the redy Services, redy Payment System or this Agreement but does not include information which is in or becomes part of the public domain, other than through a breach by you of this Agreement or an obligation of confidence or information which you can prove was independently acquired or developed without breaching any of the obligations set out in this Agreement.

Disputed Transaction When a redy Consumer Account holder queries a transaction which has been processed to their redy Consumer Account.

Force majeure means:

- a) any act of God; or
- b) war, revolution, or any other unlawful act against public order or authority; or
- c) an industrial dispute; or
- d) a government restraint; or
- e) any other event or cause which is not within the reasonable control of Bendigo Bank.

redy Business means a person authorised to receive payments in exchange for goods or services using the redy Payment System.

Notice means a notice, request, consent or other communication related to this Agreement.

Payment Method means a pre-existing debit or credit card or a Bendigo Bank savings account which (in each case) has been approved by Bendigo Bank for use with the redy Payment System. Privacy law means all legislation, principles, industry codes and policies relating to the collection, use, disclosure, and storage or granting of access rights to personal information.

redy / Bendigo Bank means Bendigo and Adelaide Bank Limited A.B.N. 11 068 049 178 AFSL/ Australian Credit Licence No 237879 which includes its successors and assigns.

redy App means any application or website made available by Bendigo Bank from time to time for use by redy Consumer Account holders.

redy Consumer Account means a registered user who has been authorised by Bendigo Bank to use the redy Payment Method

redy Payment System means the payment system operated by Bendigo Bank from time to time under the name 'redy' or any other name nominated by Bendigo Bank from time to time.

redy Services means the services Bendigo Bank provides to you in connection with your access to and use of the redy Payment System.

Taxes means taxes, levies, imposts, charges and duties (including stamp and transaction duties) imposed by any authority together with any related interest, penalties, fines and expenses in connection with them.

Terms and Conditions means this copy of Terms and Conditions provided to You.

Transaction means a Transaction between a redy Consumer Account holder and the redy Business related to the supply of goods or services by the redy Business to the redy Consumer Account holder, or the processing of a refund, using a redy Consumer Account.

We / us means Bendigo and Adelaide Bank Limited, and its successors and assigns.

You means the individual who accepts this agreement for the sole purpose of making personal transactions using the redy Payment Method.

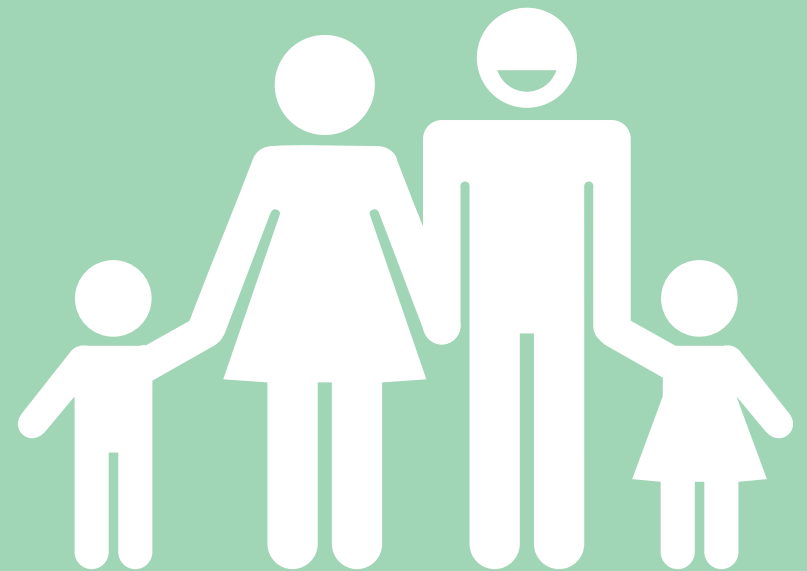
Bendigo and Adelaide Bank Limited

The Bendigo Centre
Bendigo VIC 3550

Telephone: 1300 MYREDY (1300 697 339)

ABN 11 068 049 178

AFSL/Australian Credit Licence No 237879



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